

**§ 1 SUBJECT OF THE CONTRACT / SCOPE**

1. AGRECO R. F.GÖDERZ GmbH, hereinafter referred to as "AGRECO", is commissioned by the by the operator or a group of operators (hereinafter referred to as "operator") to carry out the control procedure in accordance with the AGRECO STANDARD²⁾ by signing the control contract. These General Terms and Conditions ("GTC") apply as generally applicable terms and conditions for all norms.

The relevant EU legal provisions (hereinafter referred to as "EU OrgReg.")³⁾ and any relevant national legal requirements⁴⁾ in their currently valid versions apply as the basis for the inspection contract and directly applicable legal provisions. For a certification assessment in accordance with the EU OrgReg., the applicable provisions of the EU Organic Regulation always take precedence, even in the case of deviating national requirements.

If additional inspection requirements are agreed, these GTCs shall apply analogously. The provisions of these GTCs shall prevail over any earlier, deviating or contrary special contractual agreements.

2. AGRECO is commissioned by the operator to carry out all other tasks and obligations within the scope of the EU OrgReg. and all legally related supplementary EU regulations as well as the relevant legal provisions that the competent authorities assign to AGRECO's scope of approval.

3. The operator recognises the agreed inspection basis and all relevant legal requirements associated with it as binding and submits its relevant and, in the case of companies based in the EU, notifiable activities to AGRECO's inspection procedures in their currently valid form.

§ 2 RIGHTS AND OBLIGATIONS OF AGRECO

1. AGRECO audits the operator using the inspection procedure for compliance with the provisions of the agreed norms and the relevant legal requirements. The procedure shall include at least one regular inspection of the operator per year on an annual recurring basis in the form of an audit of the activities and areas subject to inspection, and the evaluation, assessment and certification decision with presentation of the audit result.

2. The inspection cycle and form of inspection are based on the relevant provisions of EU OrgReg. and the applicable additional norms for assessment, which are further defined in AGRECO's operating procedures and work instructions.

The forms of control and inspection include the on-site physical control (VOK) in the form of an audit with inspections, tours, interviews, inspections, with or without sampling as well as telecontrol (TC) via digital media and documentary control (DC), and the combination of the above control methods. Further details are regulated by the requirements of the EU OrgReg., their interpretation by the competent authorities, and AGRECO's relevant operating procedures and work instructions based on them. These forms of control may also be applied to other norms, provided that this is not opposed by the relevant assessment norm or standard-setter.

The control procedure is carried out in accordance with the requirements of the respective norms and the facts of the case based on a risk assessment of the operators concerned, with or without prior notice and subject to a fee, in the context of random inspections, with or without sampling, special inspections and, if objectively necessary, with an official examination within the scope of the EU OrgReg. and may be extended, if appropriate, to include random controls.

Subject to any legal obligations or regulatory requirements of the competent authorities, a date for the regular audit is to be agreed with the operator and may only be postponed for good cause. Postponement or failure to agree on an audit date is at AGRECO's discretion.

3. AGRECO takes the certification decision regarding conformity or non-conformity with the norms on the basis of its inspection procedure, applying the procedures set out in the AGRECO Quality Management System (QS). If the inspection procedure results in conformity, the operator receives a certificate of conformity from AGRECO in the form of an AGRECO

operation certificate. For operators in the EU OrgReg. compliant inspection scheme, the certificate is issued in accordance with the respective certificate template provided by the EU OrgReg. with at least the mandatory information specified therein, with AGRECO deciding on further optional information at its own discretion.

4. The use of AGRECO's legally protected certification mark requires the conclusion of a separate trademark usage agreement between the operator and AGRECO.

5. AGRECO is obliged to maintain confidentiality and will only be released from this obligation within the framework of legal provisions or with the consent of the operator.

6. AGRECO has an established procedure for dealing with objections, customer complaints and disputes.

§ 3 RIGHTS AND OBLIGATIONS OF THE OPERATOR

1. The operator ensures that the provisions of the respective agreed inspection norm, in particular the respective regulations on production, processing, preparation and labelling, as well as the minimum inspection requirements, are adhered to and recognises the inspection procedure and AGRECO's exclusive authority to design the procedure and determine specific measures.

2. The operator guarantees that preventive and precautionary measures to maintain the integrity of the production process and the products are established and maintained in accordance with the relevant norm, and allows AGRECO to carry out the control measures required by the norm.

3. It is obliged to records all complaints against products subject to certification, to initiate appropriate measures, to document these and to submit them for inspection. In the event of a recall or removal of the certification mark from a product, the operator is obliged to implement the relevant measures effectively and to inform AGRECO at the same time.

4. The operator is obliged to support AGRECO in the implementation of the control procedure. In particular, the operator must provide all relevant information, grant access to all business premises and disclose the accounting records and corresponding documents, insofar as this is necessary to fulfil the tasks mentioned in § 1. The operator is obliged to grant a competent authority or accreditation body access to all properties, facilities and documents to the same extent as AGRECO and to accept inspections by them. The operator is obliged to take note of the results of the inspection and AGRECO's inspection and certification decision, and to keep all documents and records relevant to the inspection for at least five years from the date of the inspection or notification of the respective decision.

5. The operator ensures that, in the event of contract work being carried out by a third party, the provisions of the certification norm for the contracted process steps are also adhered to by the third party in question, and agrees that AGRECO may include the respective third party in the inspection procedure to the same extent and at the expense of the operator before the first contract is awarded

6. In the event of the use of a state or private mark for a quality that is subject to certification, the operator undertakes to comply with the respective terms of use, to notify the relevant competent body of its use and to inform AGRECO in the same way prior to use.

7. The operator has the right to appeal against AGRECO's assessments and decisions regarding inspection, assessment and certification or regarding a certificate, or to reject an AGRECO inspector. In all these cases, the appeal must be in writing. The appeal period is one month from receipt of the decision. After this period, AGRECO's decision is deemed to be binding on the operator. In all other cases, the AGRECO Complaints Procedure shall apply.

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8. In order to facilitate communication, the operator shall support AGRECO by designating a person responsible for the matters of this contractual relationship, with a physical and electronic mailbox address (email) that is considered a deliverable electronic address. By providing such an email address, the operator consents to AGRECO sending communications preferably in electronic form to the email address provided. This also includes notifications of changes to contractual documents and appendices, for which the operator accepts an electronic acknowledgement of receipt from AGRECO as the delivery date. If no email address is provided, communication will be by post and telephone.

§ 4 SANCTIONS / MEASURES

1. AGRECO's measures in the event of deviations from the respective inspection norm, as well as those provided for by the relevant legal provisions, are set out in AGRECO's sanctions regime (hereinafter referred to as "S/O"). The most recent version of this order is an integral part of the contractual relationship and is accepted by the operator upon conclusion of the contract. The S/O applies equally to companies in the EU and in third countries in compliance with EU OrgReg. It will be used accordingly for operators who are subject to inspection norms other than the EU OrgReg., as far as this is legally permissible and appropriate.

2. In the event of deviations from the requirements of the respective norms and the relevant legal requirements, the operator agrees to the measures taken by AGRECO in accordance with the S/O. It is obliged to take appropriate remedial and corrective action to ensure compliance with the applicable law and the agreed inspection norm.

3. AGRECO reserves the right to amend the S/O. The amended version shall come into force one month after the end of the month following its receipt by the operator. An electronic notification of change with the amended S/O or a reference to a publication on the AGRECO website is accepted by the operator and is deemed to have been delivered upon electronic confirmation of receipt.

4. The operator accepts that, as a result of AGRECO's risk-based approach, and in cases where there are reasonable grounds to suspect non-compliance with the norm or relevant legislation, or where it is deemed necessary by AGRECO on the basis of findings from previous inspections, AGRECO may carry out chargeable inspection visits and sampling and analysis of the products offered and at the operator's premises, and agrees to bear the costs thereof.

5. Das The operator agrees that the certificate of conformity or certification can be refused, suspended or withdrawn if the determination of a corresponding deviation from the inspection norm so requires, if the competent authority requests it, or if the operator does not contribute to the inspection costs, and undertakes to return any inspection and certification documents provided by AGRECO at its own expense at AGRECO's request, in each of which cases AGRECO's claims shall remain in full. The operator shall be liable for all consequences arising from such an event.

§ 5 REMUNERATION

1. AGRECO's services are remunerated in accordance with the AGRECO fee schedule (T/O) in conjunction with the tariff classification and the provisions of the control contract.

2. AGRECO is entitled to adjust the compensation in line with the development of costs and risks. By signing the contract, the operator consents to the option of a fee increase of up to 10% per year per service item compared to the previous fee amount per service item. If AGRECO increases the fee per service item by more than 10% within a calendar year, the operator has the right to object within one month of receiving the corresponding cost calculation, so that only an increase up to a maximum of 10% is deemed to have been agreed. If the operator does not object within this one-month period, the increased fee is deemed to have been agreed.

3. AGRECO may change the fee schedule by means of a written amendment proposal. The amended version comes into force one month after the end of the month following receipt of the respective notification of change by the operator. An electronic notification of change with the amended fee schedule or a reference to a publication on the AGRECO website is accepted by the operator and is deemed to have been delivered upon electronic confirmation of receipt. The amendment is considered approved if AGRECO does not receive a written objection from the operator within 4 weeks of delivery. If the operator exercises its right of objection, AGRECO's proposed amendment is deemed rejected. The contract will then continue without the proposed amendment. The right of either party to terminate the contract remains unaffected.

4. The costs incurred in the event of an inspection for compliance with additional or association norms shall be borne by the operator on the basis of a separate agreement.

5. The operator agrees that the amounts to be invoiced in accordance with the fee schedule shall be due in full even if AGRECO has already carried out an activity in accordance with § 1 or § 2 of these GTC or intended to do so and has already taken action accordingly, but a conclusion corresponding to the control procedure is restricted or impossible because
a) a competent authority has taken action instead of AGRECO, or
b) the operator itself is responsible for the defect.

The operator undertakes to pay AGRECO the basic fee for the annual inspection as agreed in the control contract, even if the annual inspection could not be carried out due to the operator's fault. In addition, in the event of premature termination of the contract, the payment of compensation for loss of earnings in the amount provided for in the T/O shall be deemed to have been agreed, even if no inspection has taken place. In the event of termination by the operator at short notice, the operator shall pay AGRECO compensation in accordance with the T/O. In the event of chargeable official supervision or control, AGRECO shall be entitled to pass on to the operator the amounts charged by the authorities in accordance with the T/O.

6. AGRECO AGRECO is entitled to invoice the amounts to be charged according to the fee schedule before providing the service, to demand payment from the operator before providing the service, and to refuse service if the operator fails to make payment. The operator agrees to pay the fees set out in the control contract, in particular the fees set out in the control contract for the commencement of proceedings, upon conclusion of the contract and to pay the basic fee set for the regular control procedure at a time determined by AGRECO before the inspection date.

7. AGRECO's claims are due immediately upon receipt of the invoice by the operator and are to be paid to AGRECO free of charge and without deduction.

8. In cases where the operator is repeatedly late in making payments or fails to pay its contribution to the control costs, AGRECO is entitled to cease its services immediately after an unsuccessful out-of-court dunning procedure, i.e. to suspend or revoke any certification that may have been granted, to terminate the control contract without notice and, if relevant, to effect the compulsory deregistration of the operator from the control procedure at the relevant authority. AGRECO is free to choose the measures and their order.

§ 6 DATA TRANSFER / DATA PROTECTION CLAUSE

1. AGRECO is authorised to process personal and company data arising from the contractual relationship for the intended purpose or to have such data processed by third parties. Further details on data protection and disclosure are set out in a separate agreement, which forms an integral part of the control contract as an annex.

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2. Das The operator consents to the publication of company and personal information and data as required by law or by the provisions of the relevant certification standards. In particular, it consents to the inclusion of its name, address and other legally required information in a business directory and its publication. In addition, by signing the inspection contract, it grants permission for AGRECO to publish the certificate issued in the event of conformity with the norm in written and electronic form, in particular on the prescribed EU electronic platform.

If relevant, the operator agrees, upon conclusion of the contract, to the transfer of its data to a seed database or animal database with the information requested therein. Objections to the data transfer regulated here must be submitted in writing to AGRECO and are only permissible as long as the respective data publication is not required by law.

If the operator and any subcontractors are inspected by different control bodies or authorities, the operator, in its own name and in the name of its subcontractors, consents to the various control bodies or authorities exchanging information about the activity inspected by them. It shall require its subcontractors to provide an equivalent declaration of consent. The consent and the nature of the exchange of information shall be set out in a separate declaration.

4. If the operator has previously participated in a relevant control and certification process, the operator undertakes to allow the control body or bodies commissioned at that time to hand over or communicate to AGRECO all relevant documents from previous inspections, in particular regarding any conditions imposed, sanctions and measures, as well as all other information collected during the inspection of the operator in accordance with the previous inspection norm. By signing the contract, the operator also agrees that, in the event of a change of inspection body, AGRECO may hand over or transmit all documents, in particular those relating to imposed conditions, sanctions and measures, as well as all other information collected during the inspection of the operator, to a subsequent inspection body.

The operator shall bear the labour and material costs incurred in accordance with the T/O.

§ 7 LIMITATION OF LIABILITY / DISCLAIMER

1. Unless otherwise provided for in these General Terms and Conditions, including the following provisions, AGRECO shall be liable in accordance with the statutory provisions in the event of a breach of duty.

2. AGRECO shall be liable for damages, regardless of the legal basis, only in the event of intent or gross negligence within the framework of fault-based liability.

In the event of simple negligence, AGRECO shall be liable in accordance with the statutory provisions (e.g. for the care of its own affairs), subject to a more lenient standard of liability, only in the following cases nur

a) for damages resulting from injury to life, limb or health,
b) for damages resulting from the significant breach of an essential contractual obligation (an obligation whose fulfilment is essential to the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in the latter case, however, AGRECO's liability is limited to compensation for the typically occurring damage foreseeable at the time of the conclusion of the contract.

c) AGRECO is expressly not liable in the event that damage occurs because AGRECO was unable to provide a service because the operator was in default of payment, did not pay its contribution to the control costs on time, or has been duly deregistered by AGRECO with the relevant authority.

3. The limitation of liability according to clause 2. also applies to breaches of duty by or in favour of persons for whose fault AGRECO is responsible according to legal regulations, as well as to any personal liability of organs, experts and other employees of AGRECO. It does not apply if AGRECO or the aforementioned persons have fraudulently concealed a defect.

4. The operator must immediately notify AGRECO in writing of any damages for which AGRECO is liable.

5. Insofar as claims for damages are limited in accordance with this § 7, they shall become statute-barred one year after the statutory start of the limitation period, unless they are subject to the limitation period of § 438 Section 1 No. 2 of the German Civil Code (BGB) or § 634a Section 1 No. 2 of the German Civil Code (BGB).

6. The principle of avoidance, limitation and minimisation of damage applies, according to which both parties are obliged to do everything possible to avoid, limit and minimise damage.

§ 8 DURATION AND TERMINATION OF THE CONTRACT

1. The control contract comes into effect on the date specified in § 3 of the control contract for a period of one year. The contract is tacitly renewed from year to year if written notice of termination has not been received by the other party at least three months before the respective expiry date.

2. During the notice period, AGRECO may still carry out control activities that are subject to a fee.

3. Notwithstanding the agreement in paragraph 2, extraordinary termination of the control contract is possible for good cause with a notice period of one month after receipt of the written notice by the respective party. For AGRECO, good cause includes, in particular, repeated non-compliance with the EU OrgReg. and the relevant legal provisions, as well as default of payment by the operator or failure of the operator to contribute to the costs of the control procedure. For companies based in Romania, AGRECO may, at its discretion, waive the notice period and justification and terminate the contractual relationship without notice.

4. AGRECO is entitled to terminate the contract with immediate effect in the event of false information provided by the operator either intentionally or through gross negligence, or in the course of an extrajudicial or judicial dunning procedure or an official administrative or judicial procedure, or in the event of the operator's impending or initiated insolvency, as well as in the event of a lack of cooperation, the operator's disappearance, or the dissolution of the company. The operator accepts that AGRECO, in such a case, will immediately cease its services, suspend or revoke any certification granted, terminate the inspection contract without notice and, if relevant, effect the compulsory deregistration of the operator from the control procedure with the competent authority. AGRECO is free to choose the measures and their order.

The operator assumes responsibility and costs for all consequences arising from such an event.

5. In addition, the control contract shall end without the need for termination in the event of AGRECO's authorisation to operate ceasing to apply due to legal regulations, or AGRECO's licence to operate being withdrawn by a competent authority, or in the event of insolvency.

6. The operator may only terminate the contractual relationship in deviation from the notice periods specified in sections 1 and 3 if AGRECO has given its written consent and the operator has previously paid a contractual penalty to AGRECO and fulfilled all other payment obligations under the contractual relationship. The contractual penalty in DE/EU is the standard basic fee set for the annual inspection, or in companies outside the EU, a standard daily operating rate according to the tariff regulations. Other or further claims by AGRECO arising from the contractual relationship remain unaffected.

7. Das The operator acknowledges that upon termination of the control relationship with AGRECO, it will lose all authorisations associated with the control procedure with AGRECO. In particular, it agrees to no longer make

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any reference to AGRECO-certified qualities and control by AGRECO, and to return certification or other documents from the control procedure to AGRECO upon request, whereby AGRECO may make this request after the contract has ended, and the operator also undertakes in this case to comply with AGRECO's request to hand over certification or other documents from the inspection process to AGRECO and to pay AGRECO any fees due for doing so. If required by law, an official registration or cancellation of registration will be carried out in accordance with the requirements of the relevant authority or AGRECO.

§ 9 AMENDMENT CLAUSE

1. In the event of a change in the legal situation or a corresponding directive or recommendation from a competent authority or AGRECO's liability insurance, as well as in the event of an impossibility of performance for which AGRECO is not responsible, the control contract including the associated appendices may be unilaterally adjusted by AGRECO. A contract amendment shall come into force one month after the end of the month following receipt of the notification of amendment by the operator or, in the case of an amicable contract amendment, at the agreed time or, in the absence of a specified time, at the end of the month in which the contract was made. An electronic amendment notice with the contract amendment will be accepted by the operator and is deemed to have been delivered upon electronic confirmation of receipt.

2. In the event that AGRECO is entrusted by the competent authority with the performance of sovereign tasks, AGRECO shall perform the assigned tasks within the scope of the entrustment, without the need for such a change notice or contract adjustment.

§ 10 RELEASE CLAUSE

If a competent authority takes over one of the assignments regulated in the control contract instead of AGRECO, AGRECO is released in each such case from its obligations under the control contract.

§ 11 FORCE MAJEURE CLAUSE

In the event of force majeure, which is understood to mean an unforeseeable, overriding and insurmountable event affecting all areas of social life (such as a pandemic, war, natural disaster, embargo, legal restrictions and the like), the party affected shall be released from its contractual obligations for the duration and to the extent of its effects, provided that it notifies the other party in writing within 30 days of the occurrence of the circumstances of force majeure. Similarly, the affected party must notify the other party in writing within 30 days of the end of the force majeure situation. However, if the circumstances of force majeure continue for more than one year after the first notification, both parties shall be entitled to amend or dissolve the contract for good cause. The provisions of this contract regarding compensation for non-performance shall remain unaffected. However, further claims for damages due to non-performance are mutually excluded.

§ 12 FINAL CLAUSES

1. If any individual provisions of these General Terms and Conditions or of the contract itself are invalid or void, in whole or in part, or become invalid or void as a result of a change in the law or a supreme court ruling or in any other way, or if these General Terms and Conditions or the contract contain gaps, the parties agree that the remaining provisions of these General Terms and Conditions and of the contract shall remain unaffected and valid. In such a case, the contracting parties undertake, in consideration of the principle of good faith, to replace the invalid provision with a valid provision that comes as close as possible to the meaning and purpose of the invalid provision and is deemed to have been agreed by the partners at the time of the conclusion of the contract if they had known or foreseen the invalidity or nullity. The same applies in the event of a gap in these GTC or the contract.

2. AGRECO reserves the right to change these contractual conditions. The amended version shall come into force one month after the end of the month following receipt by the operator. An electronic notification of change with the amended GTC or a reference to a publication on the AGRECO website is accepted by the operator and is deemed to have been delivered upon electronic confirmation of receipt. This version of the GTC replaces all previous versions. Likewise, any earlier deviating, contrary or conflicting contractual provisions are corrected and replaced by the respective provisions of these GTC.

3. All amendments and additions to the control contract and the GTC, including this clause, must be made in writing. Amendments, additions and other agreements made orally are invalid.

4. The control contract remains effective even in the event of any legal successors of the parties. AGRECO must be notified in writing without delay of any changes in company name and ownership, registered office, postal address, operating units, subcontractors and areas of control, as well as any other changes relevant to inspection and certification.

5. Die The contracting parties agree to treat all processes and information related to the control contract confidentially. The copyright and all rights to use the inspection system employed remain with AGRECO. Disclosure of control documents (e.g. data collection sheets or inspection reports) is only permitted within the limits prescribed by law and otherwise only with the prior written consent of AGRECO and, if applicable, subject to reimbursement of costs.

6. In the event of complaints by the operator regarding the implementation of the control procedure by AGRECO, AGRECO's complaints procedure will be followed. Should this fail to resolve matters, the matter will be referred to a competent authority, where applicable.

7. The law of the Federal Republic of Germany shall apply to the contract and all legal relationships arising from it, excluding the UN Convention on Contracts for the International Sale of Goods and excluding the conflict of laws under private international law.

8. The place of jurisdiction for all matters arising from this contract is, to the extent permitted by law, the court having jurisdiction over AGRECO's place of business. However, AGRECO is also entitled to bring an action before the court having jurisdiction over the headquarters of the contracting party and to sue there.

The place of fulfilment is AGRECO's place of business.

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1) Worldwide validity.

2) AGRECO-Standard (AS): Collection of EU regulations on organic production and labelling, and/or private-law norms, in their valid versions.

3) Regulation (EU) N° 2018/848 (EU OrgReg.), together with the relevant implementing and delegated regulations, in their current versions.

4) Any national legal provisions on organic production and organic labelling of the respective country of domicile of the contractual partner:

- For DE, e.g.: Organic Farming Act (ÖLG), ÖLG Implementation Ordinance ("ÖLG-DV"), Organic Labelling Act (ÖkoKennzG), Organic Labelling Ordinance (Öko-KennzV);

- For RO: e.g. "Ordin privind organizarea sistemului de control si certificare / Ordonanta de urgenta privind produsele ecologice"; all in their valid version.

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