



Inspection contract

Agriculture/Processing/Trading/Import

made between

Bio Garancia Kft.

Registered office: 1036 Budapest, Dereglye u. 5/2 I.
em. 5.

Magyarország

www.bio-garancia.hu

Company registration number: 01-09-690810

VAT number: 12525658-2-41

Number of the certification body: **HU-ÖKO-02**

hereinafter referred to as "Bio Garancia", on the one side and

Name/Company name:

Address:

Customer No:

Comp. Reg. No:

VAT ID No:

hereinafter referred to as "client", on the other side as follows:

1. Scope of inspection and/or certification

The client hereby commissions Bio Garancia to inspect and/or certify his/her company/agricultural or other operation especially according to the selected norms and/or standards listed in Appendix 1.

If any of the regulations named is or becomes invalid, inspection and/or certification shall be conducted in accordance with the ordinance succeeding the invalid standard or replaces the existing standard.

Further inspections in accordance with food safety laws shall not be included in this contract. Bio Garancia is required to report findings of serious violations of food safety laws to the competent authorities.



2. Sanctions and sample-taking

In the case of an infringement of the provisions named in Appendix 1. Bio Garancia shall be both entitled and obligated to report such infringement to the competent authority and/or the competent agencies (e.g. standard operators) in accordance with the respective sanctions prescribed.

If during the course of inspection (including random inspections), infringements of the regulations named in Appendix 1. are determined, the client shall immediately remedy the cause of the infringement and fulfill any requirements and/or sanctions imposed.

Bio Garancia shall be entitled to take samples during its inspection activities. In the event of a suspected violation of the relevant legal provisions, Bio Garancia shall take samples. The client shall be informed of this situation. The Client shall be informed of the taking of the sample. The fee of the spot-check inspections and sample-takings shall be charged if the results reveal an irregularity, if the inspection is necessary due to the suspicion of a breach of the rules, or if the inspection took place at the request of the Client, a requirement posed by an authority or as a result of measures set out in earlier certification decisions. The certification body shall have the inspection of the samples with laboratories having valid accreditation or GLP certification in the field of the inspection. The Client agrees to the application of the laboratories chosen by the certification body. If the client does not deem a given laboratory to be acceptable, and notifies the certification body of this preliminarily in writing, the certification body may not use that laboratory for the inspection of the samples taken from the Client.

3. General terms and conditions and compliance with the privacy policy

The client has acknowledged, understood, and, by signing the contract with Bio Garancia, agreed to the General Terms and Conditions of Bio Garancia as well as any and all other terms which form integral parts of the General Terms and Conditions. For the currently valid versions of the General Terms and Conditions, see the homepage at www.okogarancia.hu; the client shall be notified of any changes in writing. If the client does not submit written objections to such changes within 4 weeks of notification, the client's consent to the revised contents of the contract shall be deemed given.

The Contracting Parties agree that in the scope of their contractual relationship, they shall comply with the effective provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; hereinafter referred to as: 'GDPR') and Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (hereinafter referred to as: 'Info Act'), as well as those prescribed by the Hungarian National Authority for Data Protection and the Freedom of Information. The Contracting Parties also agree to implement every technical and organisational measure necessary to protect the personal data. The Contracting Parties may only use the personal data they become aware of in the course of their contractual relationship for the purpose of performing the present contract. Further, the Contracting Parties agree to ensure that any recipients of the personal data will also be bound by the data protection requirements under the GDPR and the Info Act, as well as by confidentiality obligation.

4. Duration

This contract shall commence on the date of signing of the contract by Bio Garancia and shall be made for an indefinite period. This contract shall be effective for an indefinite term. Either Party shall be entitled to terminate this contract without justification, subject to a written notice of termination sent to the other Party 30 days prior as registered letter. The further conditions of termination of the contract are set out in Clause VI of the General Terms and Conditions. If any private set of criteria specified in Annex 1 to the contract is omitted, the Contract may also be terminated in the course of the inspection/certification.

If you would like us to register this contract with a date different from the date of receiving it, please provide us with the date required:.....



Place, Date

Place, Date

Signature of the client

On behalf of Bio Garancia

Appendix 1

The client commissions Bio Garancia to inspect and/or certify

the selected standards:

Organic inspection, standard program

Council Regulation (EC) No 834/2007 and its implementing rules, as amended (Compliance with the requirements of the certification program as amended)

- **Inspection and certification of organic production** The effective provisions of '**Council Regulation (EC) No 834/2007** of 28 June 2007 on organic production and labelling of organic products and repealing Regulation (EEC) No 2092/91', as well as the related Regulations;
- the effective provisions of '**Commission Regulation (EC) No 889/2008** of 5 September 2008 laying down detailed rules for the implementation of Council Regulation (EC) No 834/2007 on organic production and labelling of organic products with regard to organic production, labelling and control', as well as the related Regulations;
- the effective provisions of '**VM (Ministry of Rural Development) Decree No. 34/2013 (V.14.)** concerning the procedure of certification, production, marketing, labeling and control of agricultural products and food deriving from organic agriculture'.

Where the Client is listed in the registry of a bio association, the certification body shall also perform the inspection, and where applicable, the certification, in accordance with the set of criteria of these private trademarks.

The Client mandates the certification body to inspect and/or certify compliance with the **following legislation and set of criteria:**

Other standards:

- Bio Austria
- Biokreis
- Bio Suisse
- Demeter
- Naturland
- Biocyclic Vegan