



# Inspection contract

Agriculture/Processing/Trading/Import

made between:

**Bio Garancia Kft.**

Registered office: 1036 Budapest,  
Dereglye u. 5/2 I. em. 4.  
Magyarország  
**www.bio-garancia.hu**

Company registration number: 01-09-690810

VAT number: 12525658-2-41

Code number of the control body: **HU-ÖKO-02**

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

.....  
.....  
.....

*(Name/company name; company address, ZipCode, City, State, Country; Company reg no; VAT ID No; representative)*

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 the inspection according to further standards or norms as amended is requested in writing by contractually involved third parties, then these - if included in the scope of services - will be checked or, if necessary, certified in accordance with the agreements of this contract.

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. Regardless of this, Bio Garancia is obliged, based on the applicable legal provisions, to notify the district office with food chain safety and animal health competence or plant and soil protection competence (hereinafter: competent authority) according to the Customer's place of residence, registered office or location if it detects a serious violation of food law provisions.



## 2. Sanctions and sampling

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 completed inspection - even if it is a spotcheck inspection - a deviation is identified regarding compliance with the provisions listed in Annex 1, the Customer undertakes to eliminate the causes of the deviation by the agreed deadline and to carry out the corrective measures prescribed by the certifying organization.

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 the taking of the sample. For costs of sampling and analysis, see the most current fee list.

## 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.bio-garancia.hu](http://www.bio-garancia.hu). In the event of a modification of the General Terms and Conditions, the modified, effective version will be sent to the Customer 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 undertake to comply with the provisions of Regulation 2016/679/EU of the European Parliament and of the Council of 17 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Regulation 95/46/EC (General Data Protection Regulation; hereinafter: GDPR), as well as the provisions of Act CXII of 2011 on the right to informational self-determination and freedom of information (hereinafter: Info tv.), as well as those prescribed by the National Authority for Data Protection and Freedom of Information (NAIH) when processing personal data within the framework of their contractual relationship. 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. For further information on data protection see [www.bio-garancia.hu](http://www.bio-garancia.hu).

## 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.. 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.



Place, Date

Place, Date

\_\_\_\_\_  
Signature of the client

\_\_\_\_\_  
On behalf of Bio Garancia

**Please also fill in the section below:**

## Appendix 1

The client commissions Bio Garancia to inspect and/or certify

**the selected standards:**

- **Control and certification of organic farming based on the "Regulation (EU) 2018/848** of the European Parliament and of the Council on organic production and labelling of organic products and repealing Council Regulation (EC) No 834/2007" and the delegated and implementing regulations related to the above regulation;
- and based on the provisions of the "**VM Decree 34/2013 (V.14.)** of the Ministry of Agriculture on the certification, production, distribution, marking and inspection procedures for agricultural products and foodstuffs in accordance with organic farming requirements" in force at all times.

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
- Bioland