

## General Terms and Conditions

### 1. Scope of application

The division for inputs evaluation of EASY-CERT services GmbH (in the following referred to as *ECS organic inputs evaluation*), and Bio Garancia Kft. (in the following referred to as the Partner Business) jointly run a publicly available online database which provides information on the use of inputs for organic farming.

The evaluated products are published online and/or in printed form. The aim is to offer the users of inputs comprehensive information on the possible use of the evaluated products. For this reason, *ECS organic inputs evaluation* is looking for further forms of publication, such as in the European Input List, or for new technical possibilities, such as by developing apps. *ECS organic inputs evaluation* determines the type, time and scope of publication. Producers do not have a legal claim to registration of the submitted products in the database.

### 2. Competencies / Responsibilities

An interested business can enter into an agreement for the evaluation of inputs with *ECS organic inputs evaluation* and the Partner Business on the basis of these General Terms and Conditions (in the following referred to as the “Contracted Business”). The parties to the agreement undertake the following tasks:

#### 2.1 ECS organic inputs evaluation

*ECS organic inputs evaluation* evaluates inputs for their suitability to be used in organic farming on the basis of the EU Organic Regulation (EU) 848/2018, its delegated regulations and implementing regulations as amended.

*ECS organic inputs evaluation* is part of the network of the European Input List, operated by FiBL Switzerland (Forschungsinstitut für Biologischen Landbau Stiftung), FiBL Germany (FiBL Projekte GmbH) and FiBL Europe (FiBL = the Research Institute of Organic Agriculture), and *ECS organic inputs evaluation*. For the purpose of evaluating the products, the network partners of the European Input List (referred to as the “core partners” in the contract) are permitted to inspect documents relevant for evaluation.

*ECS organic inputs evaluation* determines the type, time and scope of publication of the evaluated inputs by itself. Producers do not have a legal claim to registration of the submitted products in the database.

#### 2.2 The Partner Business

The Partner Business undertakes to communicate directly with the Contracted Businesses. The Partner Business performs an initial inspection of the documents submitted to see if they are complete and plausible. Samples of the products submitted may be requested to perform analytical examinations. Furthermore, the Partner Business undertakes to invoice the services rendered. Invoices may also be issued in advance.

After having consulted with *ECS organic inputs evaluation* and following approval by *ECS organic inputs evaluation*, the Partner Business can independently perform evaluations on the basis of other legal frameworks, e.g. criteria by national organic organisations.

### 2.3 The Contracted Business

The Contracted Business is liable for the correctness of the data provided and for the fact that the products have been authorised for sale for the indicated purpose of use under applicable legislation.

In the event of any changes with regard to the products (formulations, designations, etc.) or the corporate structure, the Contracted Business must inform the Partner Business thereof without delay. The published data are amended at the written request of the Contracted Business.

In the event that the Contracted Business submits incorrect information for publication, the Contracted Business fully indemnifies and holds *ECS organic inputs evaluation* and the Partner Business harmless against any and all claims brought by third parties in that regard.

### 3. Listing in the database, and data protection

*ECS organic inputs evaluation* and the Partner Business undertake to treat all information and documents made available by businesses for the purpose of product evaluation and not intended for publication as confidential.

The type, contents and formatting of the data to be provided by a business in the course of product registration are determined by *ECS organic inputs evaluation* and Contracted Business. Samples of the products submitted may be requested for analytical examinations.

In the case of inputs certified in accordance with the Organic Regulation (EU) No 2018/848 (e.g. compound feed), the organic status must be proved by a valid organic certificate issued by an EU-approved inspection body.

Proof by means of a valid certificate may also be required for products suitable for the GM-free production of food.

*ECS organic inputs evaluation* is obligated to process any and all data provided with care. With regard to the services undertaken to be performed by *ECS organic inputs evaluation*, *ECS organic inputs evaluation* is liable only in the case of wilful intent and gross negligence.

For the purpose of enabling experts to evaluate the products, the businesses referred to in 2.1 are given access to all relevant data provided by a Contracted Business. These businesses and the parties to these General Terms and Conditions are obligated to keep these data confidential. Specifically, these businesses are: FiBL Switzerland (Forschungsinstitut für Biologischen Landbau Stiftung), FiBL Germany (FiBL Projekte GmbH) and FiBL Europe (FiBL = the Research Institute of Organic Agriculture).

An agreement on the basis of Article 26 of the GDPR is in place between *ECS organic inputs evaluation* and the Partner Business.

In case it is necessary to disclose data to third parties for the purpose of performing an agreement, *ECS organic inputs evaluation* and the Partner Business must ensure that data are disclosed exclusively on the basis of an agreement pursuant to Article 28 of the GDPR (processor) to be entered into prior to disclosure.

Personal data are also processed when a Contracted Business is included in the database and the products that are the subject matter of the agreement are submitted for listing. Such data processing operations are required to perform the agreement. The lawfulness of processing is based on Article 6 (1) point (b) of the GDPR. Moreover, such data can be used to inform customers about new products and services offered by EASY-CERT services GmbH in its scope of activities. In that case, data are processed on the legal basis of Article 6 (1)

point (f) of the GDPR. The privacy policy of *ECS organic inputs evaluation* can be found at <http://www.infoxgen.com/datenschutz>.

#### **4. Delisting of products**

If there is suspicion that substances contained in a product do not correspond to information provided on the product or that incorrect information was provided, or if there are other reasons giving rise to suspicion, the Partner Business will notify the Contracted Business thereof in writing (email is sufficient). If the suspicion is confirmed, the product will no longer be listed and/or published.

A product may be delisted also if it no longer meets the requirements of being listed in the database for other reasons, e.g. legal, technical or financial reasons.

Irrespective thereof, listing can be ended at the request of the Contracted Business.

#### **5. Use of the logo for approved products**

Once products have been listed in the database run by *ECS organic inputs evaluation* and Contracted Business, the business is entitled to label them with the logo in the version provided by *ECS organic inputs evaluation* and Contracted Business in accordance with the terms of use. The terms of use are published on the website of Contracted Business.

In the event of any misuse of the logo, the business will be made aware of such misuse, and an amicable solution will be sought.

In the event of any subsequent breaches or if no amicable solution can be reached, the business is liable to pay a contractual penalty in the amount of 10% of all sales revenues resulting from the wrongly labelled product, but at least €1,000. This contractual penalty cannot be reduced by a judge in court proceedings.

Furthermore, *ECS organic inputs evaluation* and Contracted Business are entitled to remove the products from the database with immediate effect if the logo is misused.

#### **6. Rates for listing in the database**

The fees for the services to be rendered under the agreement are published on the website of the Partner Business and apply as stated there. The fees form an integral part of these General Terms and Conditions. The fees are due for payment upon the issue of an invoice.

If unpaid invoices are not paid, are not paid completely or not paid in time, the Partner Business is entitled to delist the products submitted.

#### **7. Binding effect/contents of the agreement**

The Contracted Business accepts the present General Terms and Conditions as part of the agreement by signing the Agreement and Order for the Evaluation and Publication of Inputs, in which other details are regulated.

#### **8. Choice of law**

The contractual relationship is subject to the legal system of the country in which the Partner Business has its registered office.

Any amendments and/or additions to these General Terms and Conditions and other provisions of the agreement must be in writing to take effect. This also applies to a waiver of the written form requirement.