

# **GENERAL TERMS AND CONDITIONS**

## **of the bodies listed in the Appendix as contractors**

### **I. Scope of application**

These General Terms and Conditions shall apply between each body and its clients. The scope of application shall include the inspection and/or certification and other services unless otherwise agreed in writing or mandatorily provided by law.

### **II. Scope of services**

The standards requested by the client in the respective contract(s) concluded shall form the basis of contract. The client herewith declares that it is in possession of the relevant standards, and is aware of and complies with their provisions. The currently valid version can be requested from the competent authority or organization and if applicable retrieved from the homepage of the body (see Appendix to the General Terms and Conditions) at all times. Clients shall be responsible for keeping themselves informed of any changes of the standards.

### **III. Rights and obligations of the respective body as contractor**

In the course of its contractual activities, each body undertakes to observe the provisions named in Item 1 of the respective contract(s) concluded and, if conformity with the relevant requirements is determined to be given, to issue a report and/or certificate to the client.

The frequency of inspections shall depend on Item 1 of the contract(s) concluded, e.g. as specified by the currently valid version of Regulation (EU) 2018/848, its Delegated Regulations and Implementing Regulations an inspection is conducted at least once a year and, in addition, unannounced and/or announced inspections might be conducted.

The client commissions or authorizes the respective body to report the activity in accordance with Regulation (EU) 2018/848, Article 34 (1) to the respective authority in the country in which the activity is carried out and in which the company is subject to the control system is to report.

The client shall authorize the relevant body to process certification data electronically and online and to keep records on the scope and duration of the certificate's validity. The signing of contract(s) by the client shall indicate the client's explicit permission, until revoked, for the publication of this data.

As part of the contractual relationship, the client expressly permits the respective body to send official notifications via newsletter / info mail to the client's email address.

### **IV. Rights and obligations of the client**

The client undertakes to adhere to the provisions named in Item 1 of the contract(s) concluded during the validity of the contract(s), and permit the necessary inspections to be conducted and participate in said inspections and to share all facts.

The client undertakes to comply with the obligation of record keeping and documentation in the form and with the content required by the respective body, said records to be saved for a period of at least ten years. In the event that the client leaves the inspection system, the client accepts that its inspection documents will be kept by the respective body for another period of at least five years.

The client shall have the possibility to reject the personnel commissioned by the body on the grounds of a conflict of interest, stating such grounds in writing, if such grounds give rise to doubts of impartiality. The relevant body shall take a decision and, if appropriate, replace the person.

The respective body and any independent person commissioned by it shall therefore be authorized for the purpose of inspection as well as investigating appeals/complaints to enter the production facilities and

places of the business of the client (as well as any additional locations, production and storage sites) during working hours in order to supervise, together with the personnel of the client. This not only includes the right to inspect companies and production sites of the client but also those of any subcontractors. After having consulted the client, representatives of the authorities and representatives of standards operators (if the client is a contractual partner of one of those organizations) may accompany the bodies for the inspection of their respective standard. If the client has outsourced any activities to other bodies, such bodies shall meet the requirements of the currently valid version of ISO 17065 as well.

The creation of photos and recordings of products, animals and production facilities must be permitted during all inspections for internal documentation.

If the operator or the responsible person named in the agreement or description of the operation is not present during the inspection, the possible signing of the inspection report by another person, who is authorized to operate, gives the inspection report a legally binding effect also for the actual client.

If during the course of inspection (including random inspections), infringements of the standards named in Item 1. of the contract(s) are determined, the client shall immediately remedy the cause of the infringement and fulfill any requirements and/or sanctions imposed within a specified time.

The client fulfills his reporting obligations and undertakes to inform the relevant authority or authorities or bodies without delay of any irregularity or infringement of the provisions specified in Item 1 of the contract(s) that may affect the status of the client's products or the status of products received from other operators or subcontractors.

If the client provides certification documents to other bodies, the documents shall be reproduced in their entirety or as specified in the relevant requirements.

In the event that the client puts the issued certificate to improper use, the relevant body shall be entitled to withdraw the certificate without notice. Furthermore, from the date of withdrawal, the client may no longer make any declaration concerning the respective products and advertising materials pursuant to the standards named in Item 1 of the respective contract concluded. The trademark of the respective body may no longer be used.

The client shall be entitled, upon the client's request, to have access to documentation of the processes leading to certification (if applicable). The client shall also have the right to make complaints and appeal decisions by the body within 14 days of receipt in written form. The client shall also be entitled to appeal decisions by the body with the appropriate accreditation authority.

The client undertakes to remunerate all expenses associated with inspection and/or certification. The client shall acknowledge and agree that the amount of the tariffs to be charged will be adjusted in the line with economic changes. Value adjustments may be made in accordance with changes in the consumer price index. The consumer price index 2020 or the comparable index published in the respective countries shall be decisive, whereby the starting point shall be the index figure published for the month of the last tariff adjustment. In the event of tariff adjustments that go beyond this, the client has the right to terminate the contract(s) within 4 weeks of notification without notice. The relevant body shall inform the client in writing of rates to be charged in each case, said notification to be delivered to the most recent address (or e-mail address) provided by the client. Revised rates disclosed in this manner shall be contractually binding. Concurrent contractual agreements

between the contractor and the client are excluded from the above provisions.

The applicable tariffs form an integral part of these General Terms and Conditions and can be retrieved from the homepage of the body (see the Appendix to the General Terms and Conditions) at any time.

Amounts receivable resulting from the respective contract(s) concluded shall be payable within 14 days. If the contractual relationship is terminated during the calendar year, the client shall settle all costs already incurred up to that point. In the case of default, belated payment or incomplete payment, the body's obligation to certify ceases. Furthermore, in the case of belated payment, the respective body – after having sent a written reminder and set a grace period of 14 days without success – shall be entitled to prematurely terminate without notice the respective contract concluded.

Default interest shall be set at 8% per annum by mutual agreement; any higher rate of default interest to which the relevant body is legally entitled shall remain unaffected. Payments made shall first be used to settle costs, then interest, and then capital amounts. In the case of default of payment, the client shall bear all costs of debt collection resulting from the default of payment.

For reminder fees, see the most current tariffs, which forms an integral part of the General Terms and Conditions.

The client undertakes to inform the relevant body immediately and in writing of any significant changes in the operation or in the operating sites compared to the information in the description of the operation. The client shall give notice of any changes that may affect its ability to conform with the certification requirements (e.g. changes in the commercial or organizational status, changes in the ownership structure, changes in organization and management as well as quality management, modifications to the product or the production method, changes of contact addresses, etc.). The client further undertakes to inform the relevant body and the competent authority immediately and in writing if the client withdraws from the inspection system, or the business to be inspected or any part thereof is transferred to another legal entity or will be operated by another legal entity. Furthermore, the client shall transfer any and all rights and obligations resulting from the respective contract(s) concluded to any legal successor(s).

Furthermore, the client shall keep a record of any reclamations of third parties and complaints made known to it relating to the inspection and certification activities and of any deficiencies found in the products and shall inform the respective body thereof immediately and in writing. The client shall make arrangements for the investigation of complaints and reclamations and swiftly take appropriate action. The actions taken shall be documented.

The client may apply for a password for access to the password-restricted area of the online database of the relevant body. The client shall maintain confidentiality pursuant to the currently valid versions of the data protection regulations with regard to the transferred data and the password provided, and exercise particular care in handling them. This provision shall apply without restrictions also to the personnel of the client.

Transfer of data shall be strictly confidential and solely for the client's own information. In the event of abuse or improper use of the data transferred or a violation of these provisions, the client's right of access to the database shall be revoked.

Furthermore, the client undertakes to indemnify and hold the body harmless for all damages resulting from the unauthorized transfer of data to third parties or from the improper use of data.

#### **V. Use of the trademark logotypes of the respective body**

The client is authorized to use the trademark logotypes registered for the respective body within the framework of the valid contractual relationship after inspection and/or certification properly and not misleadingly, so that the respective issuing body is not brought into disrepute. The Design Manual of the respective body and the regulations in the standards apply to the use.

#### **VI. General provisions**

With the exception of the sanctions involving immediate termination of the contract without notice as stipulated in Item 2 of the contract and the sanctions specified in Items III and V of the General Terms and Conditions, both contracting parties shall be entitled to prematurely terminate the respective contract(s) concluded without adhering to the prescribed notice period, i.e.:

- a) the respective body, if
  - insolvency proceedings are declared in relation to the client's assets or are denied due to the probability of insufficient assets to finance such proceedings,
  - the body was deceived with regard to significant aspects, upon which the contract was based,
  - the client continually violates the obligations contained in the respective contract concluded
  - the body no longer upholds the standard or no longer offers the service.
- b) the client, if
  - insolvency proceedings are declared in relation to the assets of the body or are denied due to the probability of insufficient assets to finance such proceedings,
  - the body continually violates contractual provisions.

The right to terminate the respective contract concluded by mutual agreement shall remain unaffected.

#### **VII. Contract fees, formal requirements**

Any amendments or additions to the respective contract(s) concluded shall be made in writing, including but not restricted to an amendment of this formal requirement. If any of the provisions is or becomes invalid, the validity of the remaining provisions shall remain unaffected. In this event, the invalid provision shall be replaced by a provision that corresponds most closely to the hypothetical will of the contracting parties. No oral supplemental agreements exist with respect to the respective contract(s) concluded.

#### **VIII. Confidentiality and data protection**

The contracting parties undertake to keep all information concerning the business circumstances of the contracting partner obtained as a result of the respective contract(s) concluded strictly confidential. The contracting parties also undertake to transfer the obligation to maintain confidentiality about these circumstances to all personnel involved in the fulfillment of the contract(s).

The obligation to maintain confidentiality shall not apply to reporting information to the authorities involved in the enforcement of the statutory provisions, which must be monitored by the respective body. The same applies to the provision of information on results of the services - as well as irregularities and infringements or other factors influencing the products - to other nationally approved bodies and/or associations and/or standard operators within the meaning of Item 1 of the respective contract(s) concluded, insofar as the client is a contractual partner of one of the above-named organizations.

In the course of the contractual relationship the contracting parties undertake to comply without exception with the European General Data Protection Regulation (GDPR) as well as national and other data protection regulations as amended during the processing of personal data. Furthermore, the contracting parties undertake all necessary technical and organizational measures for data security. Personal data, which is acquired by the contractual parties in the course of the contractual relationship, may only

be processed by the contracting parties for the execution of this contractual relationship. Furthermore, the contracting parties undertake to ensure that any recipients of personal data comply with data protection regulations as well as data secrecy according to the General Data Protection Regulation (GDPR).

#### **IX. Liability**

The respective body is liable within the European countries in accordance with the statutory provisions at the headquarters of the respective body.

The client shall be liable vis-à-vis the respective body in the case of a violation of the respective contract(s) concluded for damages resulting from this violation. The client shall

indemnify and hold the body and its personnel harmless with respect to any claims for damages raised by third parties.

#### **X. Agreement on the place of jurisdiction**

The place of jurisdiction and the law to be applied to the contract with regard to the relevant body are referred to in the Appendix to the General Terms and Conditions.

#### **XI. Integral parts of the General Terms and Conditions**

- Tariffs of the respective body
- Design Manual of the trademark logotypes of the relevant body

see the relevant homepage of the body, or request a hard copy from the respective office.

**As of: 01.06.2024 until further notice**

## Appendix to the General Terms and Conditions

**These General Terms and Conditions apply to the following bodies:**

- **Austria Bio Garantie GmbH (ABG)**  
Company register no.: 78753p  
VAT number: ATU18399203  
Homepage: [www.abg.at](http://www.abg.at)  
Austrian law, place of jurisdiction: Korneuburg
- **Austria Bio Garantie – Landwirtschaft GmbH (ABG - Landwirtschaft)**  
Company register no.: 497685 s  
VAT number: ATU73667748  
Homepage: [www.abg.at](http://www.abg.at)  
Austrian law, place of jurisdiction: Korneuburg
- **agroVet GmbH (agroVet)**  
Company register no.: 162821i  
VAT number: ATU44128403  
Homepage: [www.agrovet.at](http://www.agrovet.at)  
Austrian law, place of jurisdiction: Korneuburg
- **Bio Garancia Kft., Hungary**  
Company register no.: 01-09-690810  
VAT number: HU12525658  
Homepage: [www.bio-garancia.hu](http://www.bio-garancia.hu)  
Hungarian law, place of jurisdiction: Budapest District II and III Court
- **Bio Garantie d.o.o., Croatia**  
Company register no.: 080665069  
VAT number: HR80948854714  
Homepage: [www.bio-garantie.hr](http://www.bio-garantie.hr)  
Croatian law, place of jurisdiction: Varazdin
- **Bio Garantie SRL, Romania**  
Company registration no.: J40/17987/20.10.2021  
VAT number: RO45087741  
Homepage: [www.bio-garantie.ro](http://www.bio-garantie.ro)  
Romanian law, place of jurisdiction: Bucharest
- **Bio Garantie GmbH, Italy/South Tyrol**  
Company register no.: BZ–228455  
VAT number: IT02677980217  
Homepage: [www.bio-garantie.it](http://www.bio-garantie.it)  
Italian law, place of jurisdiction: Bolzano