GLOBALG.A.P. certification programme

This GLOBALG.A.P. Certification Programme (hereafter also referred to as the "Programme") constitutes the terms and conditions for contracts entered into for GLOBALG.A.P. Supply Chain v. 6.1 and/or GLOBALG.A.P. IFA v.6 without/or in combination with applicable add-on module releases, i.e.: GRASP Risk Assessment for Social Practices module, Nurture module, GLOBALG.A.P. AH-DLL Grow Add-on, GLOBALG.A.P. PLUS, GLOBALG.A.P. BioDiversity GLOBALG,.A.P. Farm Sustainability Assessment (GGFSA), Sustainable Program for Irrigation and Groundwater Use (SPRING)). The programme defines the rights and obligations of TÜV Rheinland Polska Sp. z o. o. (also referred to hereafter as "TRP") and customers who apply to TRP for participation in the GLOBALG.A.P. assessment and/or certification scheme.

1. SCOPE OF THE PROGRAMME

1.1. Programme type according to EN ISO/IEC 17067 - Programme type 6.

1.2. Type of products certified: Conducting audits and issuing, suspending and cancelling, limiting the scope of validity of certificates for compliance with the GLOBALG.A.P. standard and/or letters of conformity with the additional module for unprocessed agricultural products:

a. GLOBALG.A.P. IFA: Plants; product categories: fruit and vegetables (speciality crops), mechanically harvested crops (field crops), flowers and ornamental plants, plant propagating material, tea, hops.

b. GLOBALG.A.P. Chain of Custody (CoC)

c. GLOBALG.A.P. Add-on (GRASP Module Risk Assessment for Social Practices, Nurture , GLOBALG.A.P. AH-DLL Grow Add-on, GLOBALG.A.P. PLUS, GLOBALG.A.P. BioDiversity Module, GLOBALG.A.P. Farm Sustainability Assessment (GGFSA), Sustainable Program for Irrigation and Groundwater Use (SPRING))

1.3. All the above-mentioned services are provided on the basis of the Licence and Certification Agreement concluded with GLOBALG.A.P. c/o FoodPLUS GmbH. The GLOBALG.A.P. IFA and CoC certification service is provided on the basis of accreditation by the Polish Centre for Accreditation as a product certification body No. AC 141.

1.4. The programme is in line with:

a. EN ISO/IEC 17065 Conformity assessment. Requirements for bodies certifying products, processes and services;

b. PN-EN ISO/IEC 17067 Conformity assessment. Basis for product certification and guidelines for certification schemes;

2. THE REQUIREMENTS AGAINST WHICH THE PRODUCTS ARE ASSESSED

Basic reference documents in the certification process:

2.1. Act of 8 March 2013 on plant protection products;

2.2. Law of 13 February 2020 on the protection of plants against agrophages;

2.3. Law of 9 November 2012 on seed;

2.4. Act of 20 July 2017. Water Law;

2.5. Act of 22 March 2018 amending the Act on micro-organisms and genetically modified organisms and certain other acts;

2.6. Act of 22 June 2001 on micro-organisms and genetically modified organisms;

2.7. Regulation (EU) No 1169/2011 of the European Parliament and of the Council of 25 October 2011 on the provision of food information to consumers, amending Regulations (EC) No 1924/2006 and (EC) No 1925/2006 of the European Parliament and of the Council, and repealing Commission Directive 87/250/EEC, Council Directive 90/496/EEC, Commission Directive 1999/10/EC, Directive 2000/13/EC of the European Parliament and of the Council, Commission Directives 2002/67/EC and 2008/5/EC and Commission Regulation (EC) No 608/2004;

2.8. Commission Implementing Regulation (EU) No 543/2011 of 7 June 2011 laying down detailed rules for the application of Council Regulation (EC) No 1234/2007 in respect of the fruit and vegetables and processed fruit and vegetables sectors;

2.9. Commission Delegated Regulation (EU) 2019/428 of 12 July 2018 amending Implementing Regulation (EU) No 543/2011 as regards marketing standards in the fruit and vegetable sector;

2.10. Ordinance of the Minister of Agriculture and Rural Development of 17 April 2019 amending the Ordinance on the labelling of particular types of foodstuffs (Journal of Laws 2019, item 754);

2.11. GLOBALG.A.P. General Regulations:

- GLOBALG.A.P. Registration Data Requirements;
- Rules for Individual Producers;
- Rules for Producer Group and Multisite Producers with QMS;
- Rules for Plants Scope;
- Rules for Parallel Ownership;
- Rules for Flexible Distribution;
- Data Access Rules;
- GLOBALG.A.P. Full Remote;
- Rules for Certification Body;

2.12. GLOBALG.A.P. Trademark Use: Policy and Guidelines;

2.13. Sublicense and Certification Agreement;

2.14. Integrated Farm Assurance Smart:

- Principles and Criteria for Fruit and Vegetables;
- Principles and Criteria for Flowers and Ornamentals;
- Principles and Criteria for Hops

2.15. Integrated Farm Assurance GFS: Principles and Criteria for Fruit and Vegetables;

2.16. GLOBALG.A.P. Chain of Custody General Regulations;

2.17. Chain Custody Standard Control Points and Compliance Criteria for the supply chain from the producer to retail stories and/or restaurant chain operation or for retail stories and restaurant chain operations

2.18. GLOBALG.A.P. Risk Assessment on Social Practice (GRASP):

- General Rules;
- Principles and Criteria
- Principles Criteria for Family Farms;
- GRASP Principles Criteria for Family Farms - Application Rules

2.19. GRASP - National Interpretation Guideline (if available);

2.20. Tesco Nurture Module Scheme Rules;

2.21. Tesco Nurture: for Fruit and Vegetables, Flowers and Ornamentals and Quality Management System; module checklist

2.22. GLOBALG.A.P. General Rules Specifications for AH-DLL GROW Add-on;

2.23. AH-DLL GROW Checklist and forms;

2.24. Annex for AH-DLL GROW Add-on Modules;

2.25. GLOBALG.A.P. General Rules Specifications for GLOBALG.A.P. PLUS;

2.26. Checklist for the GLOBALG.A.P. PLUS Add-on;

2.27. GLOBALG.A.P. BioDiversity Add-on General Rules Specifications;

2.28. BioDiversity Checklist;

2.29. GLOBALG.A.P. General Regulations Specifications for GGFSA;

2.30. GLOBALG.A.P. Farm Sustainability Assessment Checklist;

2.31. GLOBALG.A.P. General Regulations Specifications for the Sustainable Program for Irrigation and Groundwater Use (SPRING);

2.32. Sustainable Program for Irrigation and Groundwater Use (SPRING) - Principles and Criteria for Plants;

2.33. Sustainable Program for Irrigation and Groundwater Use (SPRING) checklist

2.34. SPRING - National Interpretation Guideline (if available)

2.35. TRP system documentation.

3. STAGES OF THE EVALUATION/CERTIFICATION PROCESS

3.1. Preliminary information for the applicant for a certificate/letter of conformity

3.1.1. The customer interested in certification sends to the TRP Certification Body an application in the form of an excel file "Certification Order", of which the document an integral part is Application form for GLOBALG.A.P. IFA and additional modules/ Application form for GLOBALG.A.P. Supply Chain

(CoC). For Option 2, it is necessary to complete an additional tab, i.e. "List of group members". The application should contain at least the following data: name and address of the applicant, TIN of the applicant, contact person, products applied for certification, number of producers/places of production and name, address and TIN of the payer, if different from the entity applied for certification.

3.1.2. On the basis of the data contained in the excel file, the tabs "Application form", "Products" and "List of Group Members" - applies to GLOBALG.A.P. IFA certification and modules or the tabs "Application Form" and "Additional Locations" - applies to GLOBALG.A.P. CoC will generate the data in the tab "Certification Order". The "Certification Order" tab contains, inter alia, detailed information on the scope and course of certification, service costs and registration fees to be paid to GLOBALG.A.P.. Attachments to the certification order are the following documents: GLOBALG.A.P. Certification Programme, General Terms and Conditions of TÜV Rheinland Polska Sp. z o.o., Sanctions Catalogue, GLOBALG.A.P. on-farm audit framework/ GLOBALG.A.P. Chain of Custody (CoC) audit framework, GLOBALG.A.P. agreement and certification sub-licence, List of registration fees per cultivation area. All indicated annexes are available at www.tuv.pl/zalaczniki. If the client agrees to the conditions contained in the above-mentioned document, he sends a complete and signed "Order Certification" to the Body.

3.1.3. The terms of payment are described in the appendix to the 'Certification Order', 'Terms of payment'.

3.1.4. By submitting a signed "Certification Order" to the CB, the Producer/Company confirms receipt and acceptance of the terms of the GLOBALG.A.P. Sublicense and Certification Agreement, and therefore returning the signed GLOBALG.A.P. Sublicense and Certification Agreement is not necessary.

3.1.5. "Certification order" signed by an authorised person in the Customer's company shall be delivered to TRP. The submission and acceptance of the certification order is a mutual obligation in accordance with the provisions of the Civil Code and the resulting consequences.

3.1.6. "Certification order" is valid for the respective application year until the expiry of the certificate.

3.1.7. When a client first applies for GLOBALG.A.P. certification, the JC registers the client in the GLOBALG.A.P. database by assigning a unique GLOBALG.A.P. number: GGN or CoC. The JC is required to provide the GGN/CoC number to the applicant within 28 days of receiving the from the applicant signed 'Certification Order' . An integral part of the "Certification Order" is the "Application form for GLOBALG.A.P. IFA and additional modules"/"Application form for GLOBALG.A.P. Supply Chain (CoC)".

3.1.8. Only manufacturers supplying their products to Tesco UK can apply for Nurture Module certification. They must be linked to a direct Tesco supplier (Primary Supplier) and know its code O-Key. At the beginning of each growing season, approved Tesco suppliers must inform TRP which producers/groups of producers and which products are to be assessed. The information should include at least the producer's name, address, GLOBALG.A.P. number (GGN) , details of producer group members (if applicable), the products delivered to Tesco, the area grown and the number of O-Key the main supplier. Without this proof, the certification process cannot proceed.

3.2. **Review of assessment/certification order**

3.2.1. In the event of positive verification of the documentation sent by the client, TRP registers the order received in the database, of which it informs the client by e-mail.

3.2.2. In the event of incomplete documentation or inability to provide services to the customer, the customer is informed by e-mail or letter.

3.3. **Planning of audit/assessment activities**

3.3.1. In order to obtain a certificate/letter of compliance, the Client must conduct a self-assessment prior to the first certification – in the case of Option 1 (without QMS) or internal farm audits/internal farm assessments and an internal QMS audit/assessment – in the case of Option 1 with QMS or Option 2. Self-assessment, assessments and internal audits must be conducted at least once a year thereafter.

3.3.2. External audits are divided into announced and unannounced audits. The auditor appointed by the TRP arranges with the client the date of the announced audit. In the case of Option 2/Option 1 for multiple locations with a QMS, the auditor sends the completed GLOBALG.A.P. Quality Management System Audit Plan to the responsible person.

3.3.3. In the case of an unannounced audit, the appointed auditor will inform the manufacturer/company of the intention to carry out an unannounced audit, but no earlier than 48 hours before the planned visit. In the case of audits according to IFA GFS, the unannounced audit will be carried out without any prior notice. If the date of the unannounced audit does not suit the manufacturer/company, then, in justified cases, this date may be rescheduled. The manufacturer will receive a written warning from TRP and one notification of the next date of the unannounced audit no earlier than 48 hours before the planned audit. In the case of audits according to IFA GFS, the unannounced audit will be carried out without prior notice. If the next audit cannot take place for unjustified reasons, then TRP issues a suspension sanction for all products submitted for certification.

3.4. **On-site assessment**

3.4.1. Supply Chain: The auditor conducts the audit on the customer's premises, at the location where the activity submitted for certification is carried out. It is possible to conduct the audit remotely, subject to the circumstances specified in the General Supply Chain Regulations and the agreement of such form between the Client and the Certification Body. The audit is conducted in accordance with the GLOBALG.A.P. Supply Chain (CoC) Audit Framework. Records of both announced and unannounced audits are made in the Supply Chain Checklist.

3.4.2. GLOBALG.A.P. IFA/ Nurture Module/ GLOBALG.A.P. AH-DLL Grow Add-on /GLOBALG.A.P. PLUS/ GLOBALG.A.P. BioDiversity, GGFSA, SPRING: The auditor conducts an on-site audit at the client's location where the activity submitted for certification is conducted. The audit is conducted in accordance with the Audit Framework for Option 1 and a producer group member under Option 2. In the case of Option 2 or Option 1 for multiple locations with a Quality Management System, the audit is conducted in accordance with the GLOBALG.A.P. Quality Management System Audit Plan and the sample of group/location members is a minimum of a root of the number of group/location members in Option 1 with a QMS. In the case of certification according to the IFA GFS, are audited100% of manufacturers classified as high risk according to the GLOBALG.A.P. General Regulations . During the audit, compliance with the requirements of the GLOBALG.A.P. standard is checked. Records of both announced and unannounced audits are made in the checklist of the Management System, Quality (Option 2 or Option 1 with Quality Management System), while records of the audit of an Option 1 producer or a member of a producer group are kept in the respective Checklists.

3.4.3. The client must have records from the date of registration in the GLOBALG.A.P. database or at least three months prior to the first audit, whichever is longer.

3.4.4. At the end of the audit, the manufacturer/company will receive a corresponding Audit Report from the auditor. This document is completed by the auditor on site and signed by the Producer or other authorised person, as well as by the auditor. In the case of non-conformities identified, the

Producer/company must provide the auditor with evidence of closure of the non-conformities identified during the audit within 28 days of the date of completion of the audit. In order to obtain a positive decision certification , as a minimum, 100% of the primary requirements and min. 95% of the secondary requirements for GLOBALG.A.P. IFA certification; GLOBALG.A.P. CoC; Nurture Module; GLOBALG.A.P. PLUS and 100% of the primary requirements and min. 75% of the secondary requirements for the Sustainable Program for Irrigation and Groundwater Use (SPRING) addendum.

3.4.5. In the case of the GLOBALG.A.P. BioDiversity additive, to obtain a Letter of Compliance the Client must meet 100% of the primary requirements and 75% of the secondary requirements and 100% of the QMS requirements (if applicable). For non-conformities identified, the Client must provide corrective actions within 28 days of the audit.

3.4.6. If non-conformities are identified during a GLOBALG.A.P. AH-DLL Grow Add-on audit, the producer/company does not need to provide any evidence of correction to the JC. The Service Provider must consult the action plan directly with the manufacturer. Compliance assessment is done for each GROW module separately. To comply with a GROW module, the customer must meet 100% of the baseline requirements. Forms (forms) are not assessed.

3.4.7. If non-compliance is identified during the initial GLOBALG.A.P. Farm Sustainability Assessment (GGFSA) audit, the producer/company decides whether or not to take corrective action. If no action is taken, the result obtained during the audit remains unchanged. At the next certification, the producer/company must implement the corrective action within 28 days of the audit completion date, however, this does not change the result of the current audit, but will only be considered in the next audit. In the case of the GGFSA assessment, depending on the degree of fulfilment of the basic, intermediate and advanced requirements, the client can obtain a Letter of Compliance at different levels: partially equivalent (not yet bronze), bronze, silver, gold. The client must meet 100% of the QMS requirements (if applicable). The Letter of Conformity is issued for 1 year, after which it is renewed twice for another year without an audit by the certification body. A re-audit is carried out after three years.

3.4.8. In the case of GRASP assessments, in order to obtain a Letter of Compliance, the client must meet 100% of the primary requirements and 70% of the secondary requirements at the first assessment and 100% of the primary requirements and 75% of the secondary requirements at subsequent assessments. Family farms with no employees must meet 100% of the primary requirements and 100% of the secondary requirements at subsequent assessments for this purpose, at the first assessment the degree of fulfilment of the secondary requirements does not affect the decision to issue a Letter of Compliance. In case of non-compliance, the client takes corrective action within 28 days, otherwise the client does not receive a Letter of Conformity and a checklist with all non-compliances is entered into the GLOBALG.A.P. IT System. At the same time, in order to receive a GRASP Letter of Conformity, the Client must comply with all primary and secondary requirements relating to the health, safety and welfare of employees for GLOBALG.A.P. IFA certification.

3.4.9. After completing the audit and formally verifying the documentation, TRP sends the client an appropriate Audit Report electronically.

3.5. **Review of the audit report**

3.5.1. The TRP staff member assesses the completeness, correctness and substantive verification of the submitted audit documentation.

3.5.2. In the event of a discrepancy between the normative-legal requirements and the actual state of affairs preventing a clear decision, the certification decision-maker shall request that the matter be referred to a meeting of the Technical Committee.

3.6. **Decision on certification**

3.6.1. The decision to grant certification or to issue a sanction in the form of suspension or cancellation of a certificate/letter of compliance is made by a TRP employee within 28 days of the date of completion of the audit or the date of provision of evidence of corrective action taken to remedy the non-conformities identified.

3.6.2. An e-mail is sent to the client with the certification decision.

3.7. **Certificate/Letter of Compliance**

3.7.1. Following a positive certification decision, a certificate is issued to the Client in the case of GLOBALG.A.P. IFA, GLOBALG.A.P. CoC and Nurture Module certification; a letter of conformity in the case of GRASP, GLOBALG.A.P. PLUS, GLOBALG.A.P. AH-DLL Grow Add-on assessment Add-on , GLOBALG.A.P. BioDiversity and SPRING for a period of 12 months and in the case of Module GGFSA for a period of 3 years. The issued certificate/letter of conformity, by decision of the Certification Body, can be extended for another 4 months (subject to re-registration in the GLOBALG.A.P database .and a valid contract for the certification process during the extension period). Clients holding an extended certificate are required to pay the registration fees for the next certification cycle and to undergo an audit/ assessment during the extension period at the same JC. The client cannot then change certification body in the next certification cycle.

3.7.2. The Nurture Module Certificate, GRASP Compliance Letter, GLOBALG.A.P. AH-DLL Grow Add-on, GLOBALG.A.P. BioDiversity, GLOBALG.A.P. PLUS, GGFSA and SPRING remain valid as long as a valid GLOBALG.A.P. IFA Certificate is held.

3.7.3. The Certificate/Letter of Conformity shall be transmitted to the Client electronically upon payment by the Client of all fees associated with the certification/assessment process on the basis of an invoice issued by TRP. On the other hand, the original certificate/letter of conformity shall be issued and sent to the Client only upon an express request of the Client and upon payment of an additional fee therefor resulting from the signed "Certification Order".

4. CONDITIONS FOR GRANTING, MAINTAINING, CONTINUING, EXTENDING, LIMITING THE SCOPE, SUSPENDING AND REVOKING CERTIFICATION

4.1.1. The basic prerequisite for certification is that the certification process is successfully completed and that all the requirements set out in the above sections are met.

4.1.2. It is a condition of maintaining certification that the requirements of the GLOBALG.A.P. standard and signed agreements with the TRP are adhered to.

4.1.3. The condition for the certificate to remain valid for another year is:

a. have a valid certification contract with the Certification Body for the next cycle certification and

b. submitting a request for re-registration and acceptance in the GLOBALG.A.P. database (before the expiry of the current certificate) in the form of a completed "Certification Request" and

c. undergoing a re-audit at the Client's premises. Another audit may be conducted during the so-called "audit window", covering a period of 8 months: from 4 months before the original certificate expiry date until 4 months after the original certificate expiry date (only if the CB extends the certificate validity date in the GLOBALG.A.P. database). Audits for re-certification are conducted as unannounced audits at 10% of the Certification Body's clients holding a GLOBALG.A.P. IFA Option 1 and Option 2 certificate.

4.1.4. If the certificate has not been renewed or re-accepted, it will expire. If the next audit takes place less than 12 months after the expiry date of the certificate, the old certification cycle (valid until) may be retained. If the certificate expires for more than 12 months, the Certification Body must apply the rules for new clients.

4.1.5. The certificate holder who wants to extend it to additional crops or locations, submits an application to TRP in the form of a completed "Certification Order", the "Registration Form", "Products" and "List of Group Members" tabs (for Option 2). Each year, a maximum of 10% of new producers and/or a maximum of 10% of the registered area can be added to the approved list of producers without the need for additional audits by TRP. In the case of a product covered by certification, there is no need to conduct an additional audit (while meeting the above conditions). However, if the producer reports a new product when extending the certification, then a new audit is required when harvesting the reported product. If the number of approved producers/locations/areas increases by more than 10% during the year, an additional external audit of a sample of newly added locations (minimum is the square root of the number of new producers/locations) will be required, as well as an optional QMS audit, which will take place in the same year before additional producers/locations/areas can be added to the certificate.

4.1.6. TRP imposes sanctions on the Client, in accordance with the "Catalogue of Sanctions". Sanctions are imposed when:

a. non-compliance was detected during the audit;

b. within 28 days of the audit date, the manufacturer does not send the auditor corrective actions proving that the non-conformities identified during the audit have been closed and the minimum level of compliance with the major must and minor must has not been achieved

c. during verification of the audit documentation, a TRP staff member identifies additional non-conformities not detected during the audit or if a breach of GLOBALG.A.P. rules is found;

4.1.7. The certificate/letter of conformity may also be suspended in the event of:

a. failure by the Producer to pay for certification/assessment within the contractual deadline.

5. SUPERVISION THE CERTIFICATE

5.1. TRP exercises continuous supervision over certificate holders. In Option 2, unannounced surveillance audits are carried out on group members in a number representing min. 50% of the square root of the total number of certified group members. Certification/re-certification audits and farm surveillance audits are carried out in two separate visits separated by a minimum of 30 days.

5.2. Checks are carried out in accordance with points 3.4; 3.5 of the programme.

6. AUTHORISATION AND SUPERVISION OF THE MARK

Basic principles of using the GLOBALG.A.P. trademark:

6.1. The awarded certificate entitles the manufacturer/company to market and distribute its products with certification status only for products that have been registered by the Certification Body and are manufactured, handled post-harvest (if applicable) and marketed at a location or locations that have been registered with the Certification Body, and maintain full compliance with the GLOBALG.A.P standard.

6.2. Producers should use the GLOBALG.A.P. trademark so that consumers never come into contact with it (the trademark must not appear at points of contact with the consumer, e.g. in shops, on product packaging, in communication with the consumer, on retail chain leaflets).

6.3. The GLOBALG.A.P. trademark may never appear on a product, consumer packaging or at the point of sale if it is directly associated with a specific product.

6.4. The GLOBALG.A.P. trademark must never be used on any advertising gadgets, any items of clothing or costume accessories, or on any bags or items of personal use (e.g. pens, T-shirts, caps).

6.5. The trademark may be used on products which are not intended for human consumption and which are raw material/input products for the manufacture of the final product (e.g. PPM). The trademark should be accompanied by a GLOBALG.A.P. identification number and/or a QR code linking to the certification status of the producer in GLOBALG.A.P. IT systems.

6.6. The GLOBALG.A.P. trademark may appear on the manufacturer's website. It should be accompanied by a hyperlink and/or a GLOBALG.A.P. number and/or a QR code linking to the certification status of the manufacturer in GLOBALG.A.P. IT Systems.

6.7. GLOBALG.A.P. certified manufacturers may use the GLOBALG.A.P. trademark for company-to-business communication and for traceability/segregation/identification purposes at the production site.

6.8. If the Manufacturer does not yet or no longer comply with the GLOBALG.A.P. Standard, the Trade Mark and GLOBALG.A.P. System Compliance Statements may not be used. This also applies to the use or placement on product labels, of the GGN, CoC or GLN Number.

6.9. Upon termination of the Sub-Licence and Certification Agreement, the manufacturer immediately loses the right to use GLOBALG.A.P. trademarks, statements and numbers.

6.10. If any objective indications show that the certified entity has misused the Trade Mark and/or the GLOBALG.A.P. System Statement, the certificate will not be granted until corrective action is taken. Observed misuse after the certificate has been issued will result in action being taken by the Certification Body against the Client. Unauthorised use of the GLOBALG.A.P. Marks may result in legal action.

6.11. The Producer is obliged to inform the Certification Body immediately of any periodic court orders or notifications in connection with the use of the Trademark. GLOBALG.A.P. will make every effort to support the Producer in the event of accusations.

6.12. The manufacturer shall use the GLOBALG.A.P. trademark in the manner prescribed by GLOBALG.A.P. and shall not alter, modify or interfere with it in any way.

6.13. The GGN visual elements label (GGN Label) is the only mark that can be directed to the consumer (B2C). A separate licence is required to obtain the right to use this label. More information is available at www.globalgap.org/ggnlabel.

Basic principles of TÜV Rheinland certification :

6.14. The customer is granted the right to use the certificate/letter of conformity during the designated period of validity of this document. This also applies to the communication of the certificate/letter of conformity in electronic media, brochures or other advertising material.

6.15. The right to use the certificate/letter of conformity applies only to the areas within the customer's company or institution listed in this document. The use of the certificate/letter of conformity in areas not listed in its scope of application is prohibited.

6.16. The Customer's right to use the certificate/compliance letter shall cease with immediate effect, without notice, if the Customer uses the certificate/compliance letter in breach of the provisions set out in the paragraphs above.

6.17. The right to use the certificate/letter of conformity shall automatically lapse if it is impossible to retain the certificate/letter of conformity due to administrative regulations or court orders.

6.18. The certification may not be used in any way that may damage the reputation of TÜV Rheinland or any of the TÜV Rheinland Group companies.

7. TERMINATION OF CONTRACT

7.1. The customer may terminate the contract regardless of the reasons indicated during the validity of the contract subject to the deadlines described in the General Terms and Conditions of Business. The expiry date of the certificate is deemed to be the date of service. The termination is effective upon delivery of the customer's statement of termination to TRP. The date of exclusion of the customer from the GLOBALG.A.P certification process .is the date of delivery to TRP of the customer's statement of termination of the agreement or the date indicated by the customer in the statement.

7.2. TRP may terminate the contract with the customer with immediate effect if:

a. The client fails to meet its financial obligations to TRP in full. The date on which the client is excluded from the GLOBALG.A.P. certification process is the date on which TRP decides to exclude the client from the certification process.

b. The client prevents from taking the audit place on the specified date for reasons attributable to the client (e.g. lack of contact with the client by telephone or letter, failure of the client to allow TRP auditors to enter site the assessment). The date of exclusion of the client from the GLOBALG.A.P. certification process is the date of the TRP's decision to exclude the client from the certification process.

8. OBLIGATIONS OF TÜV RHEINLAND POLSKA SP. Z O.O.

8.1. TRP undertakes not to disclose to third parties the information that has been obtained in the course of the certification process, except where the obligation to disclose this information to certain entities results from applicable laws, court rulings or administrative decisions, as well as requirements under the agreement with GLOBALG.A.P. and accreditation requirements.

8.2. TRP acts impartially and avoids unacceptable conflicts of interest. The achievement of impartiality is overseen through an independent Impartiality Protection Committee.

8.3. TRP ensures that staff are competent to carry out assessments. As part of the procedures in place, personnel are monitored and evaluated to ensure up-to-date knowledge and sufficient competence to conduct conformity assessments.

8.4. TRP provides access to the certification programme at: www/tuv.pl/attachments

8.5. TRP undertakes to carry out the verification of each irregularity report including customer complaints in accordance with the applicable procedure.

8.6. TRP ensures that the documentation from the certification process is archived for 5 years. This also applies if the conclusion of a contract does not take place.

8.7. TRP has a management system that meets the requirements of EN ISO/IEC 17065.

8.8. The TRP is obliged to carry out the assessment/audit within the agreed timeframe.

8.9. TRP is obliged to provide the client with the audit report and inform the client within the agreed timeframe of the certification decision, e.g. by sending a certificate or informing the client of the requirements to be fulfilled before the certificate is issued.

8.10. Inform the client in a timely manner of all relevant changes to standards and procedures.

8.11. The appointment of another auditor if, based on convincing justification, the previously appointed auditor is rejected by the client.

8.12. The TRP is obliged to keep confidential all confidential client information that is not publicly available, excluding data that is required by competent authorities, accreditation bodies, or private standard-setting organisations. The TRP is entitled to disclose certain information to another certification body only in cases:

a. if necessary to ensure the integrity of the standard,

b. if the client decides to move to another body certification or

c. if the client is certified by two certification bodies in the same scope. If the client has been certified previously, the previous certification body is authorised by the client to make the relevant information available to the TRP Unit.

8.13. Manufacturers applying for Nurture Module certification, can grant additional access to the data (to the Nurture Module Audit Checklist) to individual companies (so-called Nurture Module)Observers. To designate these companies, the manufacturer must provide the Certification Body with the O-KEY of the company concerned.

9. RESPONSIBILITIES OF THE CUSTOMER

9.1. The client is obliged to carry out all necessary preparatory activities for the certification process and on-site assessment, including ensuring that documentation can be examined and access to all applicable areas, records to enable the certification process to be carried out.

9.2. Continued compliance with the requirements for the certified product during the validity of the granted certification.

9.3. To make certification declarations only with regard to the actual certified products and the actual scope, in accordance with the provisions of the programme concerned. This applies to declarations made publicly and through the mass media.

9.4. To inform TRP immediately of any planned changes to the production system that may affect the product's compliance with the requirements set out in the GLOBALG.A.P. standard (e.g. change of field, production units, certified products, number of producers, etc.) and not to distribute the product with the relevant logo before receiving approval from TRP.

9.5. If subcontractors are used, the client will ensure that they agree to a physical audit by the TRP if there are concerns.

9.6. Provide copies of the certificate to third parties in full.

9.7. To cease all advertising and labelling activities referring to the certification, in the event of suspension, cancellation or surrender of the certification and to return all certificates to the TRP upon request.

9.8. Inform recipients in writing of products that do not comply with the standard and ensure that any markings associated with the standard are removed from non-compliant products.

9.9. The customer is obliged to notify all other JCs operating with it in the scope of GLOBALG.A.P. of the sanction imposed by the TRP.

9.10. To inform the TRP immediately in the event of withdrawal from the GLOBALG.A.P. certification programme.

9.11. Making all necessary arrangements to deal with complaints.

9.12. Record and make available complaints made by third parties regarding the conformity of products with the standard. If the complaint relates to non-conformity in relation to certified products, appropriate corrective actions must be performed. Records of relevant corrective actions must be maintained.

9.13. The customer shall ensure that the certificate issued by TRP is not used in a misleading manner.

9.14. For each TRP certification/assessment, a trainee auditor may participate in the audit. The client does not bear the cost of the trainer 's participation in the audit.

9.15. Comply with the certification conditions contained in the current version of the document: General Terms and Conditions of TÜV Rheinland' Polska Sp. z o.o. posted at www/tuv.pl/attachments.

10. APPEALS, COMPLAINTS

10.1. The customer may appeal a certification decision or file a complaint against TRP's certification activities. A description of the procedure is available on the TRP website: Appeals and Complaints.

The processing of the appeal does not suspend the certification case.

10.2. The Customer may submit a complaint directly to the GLOBALG.A.P. Secretariat using the "Incident/Complaint Form" available on the GLOBALG.A.P. website (www.globalgap.org) and send it e-mail by to or by fax to +48 221 57776-1999. compliants@globalgap.org

10.3. The manufacturer shall not impede, inhibit or avoid co-operation with GLOBALG.A.P. in the event of a complaint regarding the detection of residues, contamination, traceability, fraud or the Integrity Programme.

10.4. In the event of a complaint by a third party concerning the detection of residues, contamination, traceability, fraud or on the investigation of a complaint, GLOBALG.A.P. as well as the Certification Body has the right to directly take samples of the products for laboratory analysis. A summary/report of such an inspection will be sent to the complainant and to the Producer against whom the investigation is initiated.

11. MARKETING

The Client may refer to certification in accordance with this program in advertising materials in accordance with the requirements set out in the General Transaction Conditions available at www.tuv.pl/zalaczniki and in accordance with the GLOBALG.A.P. General Regulations and the Sublicense and Certification Agreement.

12. FALSE DECLARATION OF CERTIFICATION

The Client may not declare certification before the certification decision has been issued. False declaration of certification may result in consequences specified in the General Transaction Conditions available on the website www.tuv.pl/zalaczniki and in the GLOBALG.A.P. General Regulations.

13. REFERENCE DOCUMENTS

13.1. Up-to-date versions of GLOBALG.A.P. documents available on the GLOBALG.A.P. website http://www.globalgap.org;

13.2. EN ISO/IEC 17065 Conformity assessment - Requirements for bodies certifying products, processes and services;

13.3. EN ISO/IEC 17067 Conformity assessment. Basis for product certification and guidelines for certification programmes;

13.4. TRP General Transaction Conditions;

13.5. Sanctions Catalogue;

13.6. Sublicense and Certification Agreement.