GLOBALG.A.P. Certification Programme

This GLOBALG.A.P. Certification Program (hereinafter also referred to as: "Program") constitutes the terms and conditions for contracts to be entered into within the scope of the GLOBALG.A.P. IFA/GLOBALG.A.P. Supply Chain/GLOBALG.A.P. Add-on (GRASP Module Risk Assessment for Social Practices, Nurture Module, GLOBALG.A.P. AH-DLL Grow Add-on, GLOBALG.A.P. PLUS, GLOBALG.A.P. BioDiversity) . The Program defines the rights and obligations of TÜV Rheinland Poland Sp. z o. o. (also referred to hereafter as: "TRP") and the customers that report to TRP to undertake GLOBALG.A.P. certification.

1. SCOPE OF THE SCHEME

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

1.2. Type of certified products: Conducting audits/inspections and issuing, suspending, and revoking certificates for compliance with the GLOBALG.A.P. standard for unprocessed agricultural products:

a. All Farm Module

b. Crop Base Module, of which the sub-scope: Fruits and Vegetables, Combinable Crops, Flowers and Ornamentals, Plant Propagation Materials and Hops.

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

d. GLOBALG.A.P. Add-on (GRASP Module Risk Assessment for Social Practices, Nurture Module, GLOBALG.A.P. AH-DLL Grow Add-on, GLOBALG.A.P. PLUS, GLOBALG.A.P. BioDiversity)

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

1.4. The program is consistent with:

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

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

2. REQUIREMENTS AGAINST WHICH THE PRODUCTS ARE ASSESSED

Basic reference documents in the certification process:

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

2.2. Law of 18 December 2003 on plant protection;

2.3. Law of 9 November 2012 on seed;

2.4. Law of 20 July 2017 Water Law;

2.5. Law of 22 March 2018 amending the Law on microorganisms and genetically modified organisms and certain other acts;

2.6. Law of 22 June 2001 on microorganisms 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 Text with EEA relevance;

2.8. 543/2011/EU: 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. Regulations Commission Delegated Regulation (EU) 2019/428 of 12 July 2018 (EU) amending Implementing Regulation (EU) No 543/2011 as regards marketing standards in the fruit and vegetables 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 of 2019, item 754);

2.11. GLOBALG.A.P. General Regulations - Crop Rules;

2.12. GLOBALG.A.P. General Regulations, Part I - General Requirements;

2.13. GLOBALG.A.P. General Regulations, Part II - Quality Management System Rules;

2.14. Sublicense and Certification Agreement;

2.15. Control Points and Compliance Criteria. Integrated Farm Assurance:

- All Farm Module - Crops Base Module - Fruits and Vegetables;
- All Farm Module - Crop Base Module - Combinable Crops;
- All Farm Module - Crop Base Module - Flowers and Ornamentals;
- All Farm Module - Crop Base Module - Plant Propagation Materials;
- All Farm Module - Crop Base Module - Hops;

2.16. GLOBALG.A.P. Integrated Farm Assurance Checklist, All Farm Module, Crops Base Module, Fruit and Vegetables/ Combinable Crops /Flowers and Ornamentals/ Plant Propagation Materials /Hops;

2.17. Quality Management System Checklist;

2.18. Chain of Custody Standard - Checklist;

2.19. Chain of Custody Standard - General Regulations;

2.20. Nurture Module Scheme Rules;

2.21. Checklist for the Nurture Module: for Fruit and Vegetables, Flowers and Ornamentals and Quality Management System;

2.22. GLOBALG.A.P. Risk Assessment on Social Practice - GRASP General Rules

2.23. GRASP - GRASP Checklist Option 1 and Option 2;

2.24. GRASP Module – Interpretation for Poland;

2.25. GLOBALG.A.P. AH-DLL Grow Add-on - General Rules Specifications;

2.26. Risk Assessments: FORM01: Risk Assessment for Residue Monitoring; FORM02: Hygiene Round; FORM03a: Risk Assessment for Foreign Bodies/Substances; FORM03b: Foreign Body/Substance Checklist

2.27. Annexes for AH-DLL Grow Add-on Modules;

2.28. GLOBALG.A.P. AH-DLL Grow Add-on Checklist;

2.29. GLOBALG.A.P. PLUS Checklist (McDonald's), Option 1: for Fruits and Vegetables

2.30. McDonald's Good Agricultural Practices

2.31. TRP System Documentation.

3. STAGES OF THE CERTIFICATION PROCESS

3.1. Introductory information for the applicant for a certificate

3.1.1. The Client interested in certification shall send an application to the TRP Certification Body in any form e.g. GLOBALG.A.P./GlobalG.A.P. Supply Chain Registration Form (CoC). For Option 2 or Option 1 with multiple locations, it is necessary to indicate the number of producers and/or manufacturing locations. The above mentioned documents are available on the TRP website. The application should contain at least the following data: name and address of the applicant, tax ID of the applicant, contact person, products submitted for certification, number of producers/places of production and name, address and tax ID of the payer, if different from the entity submitted for certification.

3.1.2. After confirming the correctness and completeness of information contained in the application, an offer is prepared. The offer includes detailed information about the scope and course of certification, costs of the service together with registration fees. Approved offer is sent to the Client together with a set of documents. The attachments to the offer are as follows: GLOBALG.A.P. Registration Form / GLOBALG.A.P. Supply Chain (CoC) Registration Form (in case this document is not filled at the offer preparation stage), Order, Sanction Catalogue, GLOBALG.A.P. Inspection Framework Program. on Producer's Farm/Framework Inspection Programme according to Supply Chain Standard, GLOBALG.A.P. Sub-License and Certification Agreement. In case of certification according to Option 2 or Option 1 with multiple locations, the client shall also fill in the document: List of Producer Group Members. Whereas the attachments mentioned in the offer: GLOBALG.A.P. Certification Program, General Terms and Conditions are available at www.tuv.pl/zalaczniki.

3.2. Submission of a certification order

3.2.1. The Customer, accepting the terms and conditions of the offer, sends to the Certification Body a complete and signed order on the form attached to the offer together with the required attachments specified in the order, as well as a GLOBALG.A.P. Registration Form / GLOBALG.A.P. Supply Chain Registration Form (CoC), and in case of Option 2 or Option 1 with multiple locations a List of Producer Group Members (in case these documents are not filled in during the offer preparation stage).

3.2.2. The producer by submitting the signed Order to the JC confirms the receipt and acceptance of the terms and conditions of the GLOBALG.A.P. Sub-License and Certification Agreement, therefore sending back the signed GLOBALG.A.P. Sub-License and Certification Agreement is not necessary.

3.2.3. The order signed by an authorised person in the Customer's company shall be delivered to TRP. Submission and acceptance of a certification order is a mutual commitment in accordance with the provisions of the Civil Code and the resulting consequences. The certification order is valid during the validity of the offer.

3.2.4. When a Customer first applies for GLOBALG.A.P. certification, the JC shall register the Customer in the GLOBALG.A.P. database by assigning him a unique GLOBALG.A.P. number : GGN or CoC. The JC is obliged to provide the applicant with a GGN/CoC number within 28 days of receipt of a completed GLOBALG.A.P. / GLOBALG.A.P. Supply Chain Registration Form (CoC) from the applicant together with a signed order.

3.2.5. Only producers 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 their O-Key code. 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. At a minimum, the information should include the producer's name, address, GLOBALG.A.P. (GGN) number, producer group members (if applicable), products delivered to Tesco, and the O-Key number of the primary supplier. Without this proof, the certification process cannot proceed.

3.3. **Review of the certification order**

3.3.1. In case of positive verification of the documentation sent by the Customer, TRP registers the received order in the database.

3.3.2. In the case of incomplete documentation or inability to provide services to the Client, the Client is informed by e-mail or letter.

3.4. **Planning of inspection/audit/assessment activities**

3.4.1. In order to obtain certificate/proof of assessment, the client must conduct a self-assessment (GLOBALG.A.P. IFA/GLOBALG.A.P. CoC/Module Nurture/GRASP/GLOBALG.A.P. AH-DLL Grow Add-on/ GLOBALG.A.P. PLUS, GLOBALG.A.P. BioDiversity: Option 1 and Option 1 for multiple sites without Quality Management System) or internal inspections/assessments and internal audit/assessment/QMS (GLOBALG.A.P. IFA/ Nurture module/GRASP/ GLOBALG.A.P. AH-DLL Grow Add-on/ GLOBALG.A.P. PLUS, GLOBALG.A.P. BioDiversity: Option 2 and Option 1 with Quality Management System). Self-assessments and inspections/evaluations as well as internal audits must be carried out afterwards min. 1 per year.

3.4.2. External inspections/audits are divided into announced and unannounced ones. The inspector/auditor appointed by the TRP sets the date of the announced inspection/audit with the customer. In case of Option 2/Option 1 for multiple locations with QMS, the auditor sends the completed GLOBALG.A.P. Quality Management System Audit Plan to the responsible person.

3.4.3. In the case of an unannounced inspection/audit, the designated inspector/auditor will inform the producer/company concerned of his/her intention to conduct an unannounced inspection/audit, but not earlier than 48 hours in advance of the scheduled visit. If the date of the unannounced inspection/audit does not suit the producer/company, then, if warranted, the date may be re-scheduled. The producer will receive a written warning and one notice from the TRP of the next

unannounced inspection/audit date no earlier than 48 hours prior to the scheduled inspection/audit. If the next inspection/audit cannot take place for unreasonable reasons, then TRP will issue a suspension sanction for all products submitted for certification.

3.5. **On-site inspection**

3.5.1. Supply Chain: The inspector conducts the inspection on the customer's site, in the location where the activity submitted for certification is carried out. In a situation when the company carries out brokerage activity, i.e. does not have a location where the product is handled, it is possible to carry out the inspection remotely. The inspection is carried out in accordance with the Framework for Supply Chain Inspections for remote inspections. Records of both announced and unannounced inspections are made in the Supply Chain Checklist.

3.5.2. GLOBALG.A.P. IFA/ Nurture Module/ GLOBALG.A.P. AH-DLL Grow Add-on/ GLOBALG.A.P. PLUS/ GLOBALG.A.P. BioDiversity: The inspector or auditor conducts an on-site inspection at the customer's location where the activity submitted for certification is conducted. The inspection is conducted in accordance with the Inspection Framework for Option 1 and the 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. During the inspection, compliance with the requirements of the GLOBALG.A.P. Records of both announced and unannounced audits are made in the Quality Management System Checklist (Option 2 or Option 1 with Quality Management System), while records of inspections of a producer according to Option 1 or a member of a producer group are kept in the respective Checklists.

3.5.3. The Client must keep records starting from date of registration in GLOBALG.A.P. database or at least 3 months prior to the first inspection/audit, whichever is longer.

3.5.4. Upon completion of the inspection/audit, the producer/company will receive an "Inspection/Audit Report" from the inspector/auditor. The document is completed by the inspector/auditor on site and signed by the producer or other authorized person as well as the inspector/auditor. In the case of nonconformities found, the producer/company is required to provide the inspector/auditor within 28 days of the date of completion of the inspection/audit with evidence of closure of nonconformities found during the inspection/audit. In order to obtain a positive certification decision, the corrective actions must be carried out so that, as a minimum, 100% of the primary requirements and min. 95% of the secondary requirements within the scope of GLOBALG.A.P. IFA certification; GLOBALG.A.P. CoC; Nurture module; GLOBALG.A.P. PLUS.

3.5.5. In the case of the GLOBALG.A.P. BioDiversity additive, the producer/company must provide, within 28 days of the inspection/audit, corrective action for nonconformances found in relation to the primary requirements or a corrective action plan for nonconformances found in relation to the secondary requirements. Actions included in this plan must be taken before the next inspection/audit. In the event of a critical nonconformance, another inspection/audit will need to be conducted after a minimum of. In case of the occurrence of a critical nonconformity, another inspection/audit will be required after a minimum of 3 months following the first inspection/audit.

3.5.6. If non-compliance is identified during a GLOBALG.A.P. AH-DLL Grow Add-on inspection/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 producer.

3.5.7. If non-conformities are identified during the GRASP assessment, the Client decides whether to treat the result obtained as final or whether to take corrective action to improve the result, which it will submit to the certification body within 28 days of completing the assessment.

3.5.8. Upon completion of the inspection/audit and formal verification of the documentation, TRP sends an "Inspection/Audit Report" electronically to the client.

3.6. **Review of inspection/audit report**

3.6.1. The TRP employee assesses the completeness, correctness and verifies the content of the submitted audit/inspection documentation.

3.6.2. In case of discrepancies between normative-legal requirements and the actual state which makes it impossible to make an unambiguous decision, the Head of the Section shall request the matter to be referred to a meeting of the Technical Committee.

3.7. **Decision on certification**

3.7.1. Decision on granting certification or issuing sanctions in the form of open nonconformity or suspension or cancellation of a certificate of conformity is made by an employee of TRP within 28 days from the date of completion of audit/inspection or from the date of providing evidence of corrective actions taken to remove identified nonconformities.

3.7.2. An e-mail is sent to the client with the certification decision/ GRASP assessment information.

3.8. **Certificate/Certificate/Letter of Compliance**

3.8.1. Following a positive certification decision, a certificate for GLOBALG.A.P. IFA, GLOBALG.A.P. CoC and Nurture Module certification, a certificate for GRASP assessment or a letter of conformity for GLOBALG.A.P. PLUS, GLOBALG.A.P. AH-DLL Grow Add-on and GLOBALG.A.P. BioDiversity are issued to the Client for a period of 12 months. The issued certificate/certificate/letter of conformity, by the decision of the Certification Body, may be extended for the next 4 months (subject to re-registration in the GLOBALG.A.P. database and a valid agreement to carry out the certification process during the extension period). Customers holding an extended certificate are obliged to pay registration fees for the next certification cycle and to undergo inspection/audit/assessment during the extension period at the same CB.

3.8.2. The Nurture Module Certificate, the GRASP Certificate and the GLOBALG.A.P. AH-DLL Grow Add-on, GLOBALG.A.P. BioDiversity and GLOBALG.A.P. PLUS Letters of Compliance remain valid as long as a valid GLOBALG.A.P. IFA Certificate is held.

3.8.3. Certificate/Certificate/Letter of Conformity together with a relevant logo shall be delivered to the Client electronically after the Client has paid all fees associated with the certification/assessment process on the basis of an invoice issued by TRP. The original certificate/certificate/letter of conformity shall be issued and sent to the Client only upon an express request of the Client and upon payment of additional fee therefor or in accordance with the concluded offer.

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

4.1.1. The basic condition for granting certification is passing the certification process and meeting all the requirements specified in the above points.

4.1.2. The condition to maintain certification is to comply with the requirements of the GLOBALG.A.P. standard and signed agreements with TRP.

4.1.3. As a condition of retaining the certificate for the following year:

a. have a valid certification contract with a certification body for the next certification cycle, and

b. submitting a request for re-registration and acceptance into the GLOBALG.A.P. database (before expiry of the current certificate) in the form of a completed and signed "GLOBALG.A.P./GlobalG.A.P. CoC Registration Form".

c. undergo another inspection/audit at the Client's site. The next inspection/audit may be carried out during the so called "inspection window" which covers a period of 8 months: from 4 months before the expiry of the original validity of the certificate up to 4 months after the expiry of the original validity of the certificate (only if the JC prolongs the validity of the certificate in the GLOBALG.A.P. database).

4.1.4. If the certificate has not been renewed or re-approved, it will expire. If the next inspection/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 wishing to expand the certificate to include additional crops or locations submits an application to the TRP in the form of a completed "GLOBALG.A.P. Registration Form " and a "List of Producer Group Members" (for Option 2 and Option 1 with multiple locations). A maximum of 10% new producers and/or a maximum of 10% of the registered area may be added to the approved producer list each year without additional inspections carried out by TRP. No additional inspection is required for a certified product (at the same time the above conditions are met). However, if a producer applies for a new product at the time of extending the certification, then a new inspection is necessary at the time of harvesting of the applied product. If, during the year, the number of approved producers/places/sites increases by more than 10%, an additional external inspection of a sample of the newly added sites will be required (minimum being the square root of the number of new producers/places), as well as an optional QMS audit, which will take place later in the year before the additional producers/places/sites can be added to the certification.

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

a. a non-conformity has been identified during an inspection/audit;

b. within 28 days from the date of the inspection/audit the producer does not send to the inspector/auditor corrective actions as evidence of closure of non-conformities identified during the inspection/audit and 100% of the primary requirements and min. 95% of the secondary requirements are not achieved;

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

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

a. failure by the Producer to pay for certification/assessment within the time limit specified in the agreement.

5. SUPERVISION OF THE CERTIFICATE

5.1. TRP supervises the certificate holders on a continuous basis by performing unannounced inspections/audits in accordance with the GLOBALG.A.P. General Rules, i.e. during the validity period of the issued certificate. In Option 2, unannounced surveillance inspections shall be carried out on members of the group amounting to min. 50% of the square root of the total number of certified group members and unannounced quality management system (QMS) audits of min. 10% of Customers under JC's supervision, as well as unannounced inspections under Option 1 at min. 10% of clients under JC's supervision.

5.2. Inspections/Audits are carried out in accordance with points 3.4; 3.5 of the programme.

6. AUTHORISATION AND SUPERVISION OF THE MARK

Basic rules for the use of the GLOBALG.A.P. trademark and Logo with QR code:

6.1. The awarded certificate entitles the producer/company to market and distribute its products under the trade name and, if applicable, under the QR code logo only to the following extent: the product in question has been registered by the Certification Body and is produced, handled after harvesting, and marketed on site or in locations that have been registered with the Certification Body, and maintains full compliance with the GLOBALG.A.P. standard.

6.2. Producers should only use the trademark and/or logo with a QR code in connection with products that comply with the GLOBALG.A.P. scheme. In cases where certified producers have not signed up for voluntary membership to the GLOBALG.A.P., but use the GLOBALG.A.P. logo and/or the "G" shaped logo , they should combine the logo with the corresponding GGN number.

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. Producers may only use GLOBALG.A.P. trademarks on pallets that contain only GLOBALG.A.P. certified products that will not appear at the point of sale.

6.5. GLOBALG.A.P. certified producers may use the GLOBALG.A.P. trademark and logo with QR code for company to company communication and for traceability/segregation/identification purposes at the production site.

6.6. Retailers, producers and other organisations that have signed up to voluntary membership of GLOBALG.A.P. may use the trademark in printed promotional material, on their websites, flyers, business cards and display the trademark on boards and screens, including electronic ones (it may not appear as a product label directly linked to certified products) and in business-to-business communications.

6.7. Never use the GLOBALG.A.P. trademark on any advertising gadget, any item of clothing or costume accessory, or on any bag or item of personal use.

6.8. The QR Code logo can appear on the product, consumer packaging or at the point of sale where it is in direct reference to certified products.

6.9. If the producer does not yet or no longer comply with the GLOBALG.A.P. Standard, the Trade Mark and the GLOBALG.A.P. System Compliance Statements may not be used. This also applies to the use or placement of the QR Code Logo, GGN, CoC or LGN on product labels.

6.10. If any objective indications show that a certified entity has misused the Trademark and/or the GLOBALG.A.P. System Statement of Conformity, the producer will be excluded from the GLOBALG.A.P. System for a period of 12 months from the disclosure of such misuse.

6.11. Any company using the QR code trademark and logo should indicate that it is a registered trademark of GLOBALG.A.P..

6.12. The Producer is obliged to immediately inform the Certification Body of any periodic court orders or notifications in relation to the use of the Trademark or the QR Code Logo. GLOBALG.A.P. will do its utmost to support the Producer in case of accusations.

6.13. The producer shall use the trademark and, where applicable, the logo with the GLOBALG.A.P. QR code in the manner prescribed by GLOBALG.A.P. and shall not alter, modify or interfere with it in any way. However, producers may design their own logos and embed the QR code.

Basic Rules for the Application of TÜV Rheinland Certification :

6.14. The client obtains the right to use the certificate/certificate/letter of conformity for the designated period of validity of this document. This also applies to information about the certificate/certificate/letter of conformity in electronic media, brochures or other advertising materials.

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

6.16. The Customer's right to use the certificate/certificate/letter of conformity shall terminate with immediate effect, without notice, if the Customer uses the certificate/certificate/letter of conformity in violation of the provisions listed in the paragraphs above.

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

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

7. TERMINATION

7.1. The Customer may terminate the agreement regardless of the reasons indicated during the validity period of the agreement, taking into account the deadlines described in the General Terms and Conditions. The date of validity of the certificate is considered as the date of performance of the service. The termination is effective from the moment of 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 on termination of the agreement or the date indicated by the customer in such 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 the TRP in full. The date of exclusion of the client from the GLOBALG.A.P. certification process is the date of the decision of the TRP to exclude the client from the certification process.

b. The customer will not allow the inspection to be carried out in due time, due to reasons attributable to the customer (e.g. lack of telephone or mail contact with the customer, failure of the customer to allow the TRP inspectors/auditors to visit the place where the inspection is to be carried out). The date of exclusion of the customer from the GLOBALG.A.P. certification process is the date of the decision of TRP on exclusion of the customer from the certification process.

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

8.1. TRP undertakes not to disclose to third parties information that has been obtained in the course of the certification process, with the exception of situations in which the obligation to disclose such information to certain entities results from applicable laws, court rulings or administrative decisions, as well as requirements resulting from 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 shall ensure that personnel are competent to conduct 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 program at: www/tuv.pl/attachments

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

8.6. TRP ensures archiving of documentation from the certification process for 5 years. This also applies in case the agreement is not concluded.

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

8.8. The TRP is required to conduct the inspection/audit at the agreed time.

8.9. TRP is obliged to provide the Client with the inspection/audit report and inform the Client within the agreed timeframe about the certification decision, e.g. by sending a certificate or informing about the requirements to be fulfilled before issuing a certificate.

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

8.11. Appointment of another inspector/auditor if, based on convincing justification, the previously appointed inspector/auditor is rejected by the Client.

8.12. TRP is obliged to keep confidential all confidential client information that is not made publicly available, excluding data that is required by competent authorities, accreditation bodies, or private standard setting organizations. TRP is authorized 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 certification body, 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 authorized by the client to make the relevant information available to the TRP body.

8.13. Producers requesting Nurture Module Certification, may grant additional access to the data (to the Nurture Module Inspection/Audit Checklist) to individual companies (called Nurture Module Observers). To designate these companies, the producer must provide the Certification Body with the O-KEY of the company in question.

9. CUSTOMER RESPONSIBILITIES

9.1. The client is required to perform all necessary preparatory activities for the certification and on-site evaluation process, including providing the ability to examine documentation and access all applicable areas, records to enable the certification process.

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

9.3. Make certification declarations only for the products and scope actually certified, in accordance with the provisions of the scheme concerned. This applies to declarations made publicly and through the media.

9.4. Promptly inform TRP 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 s, etc.) and not distribute the product with the correct logo prior to receiving approval from TRP.

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

9.6. Provide copies of the certificate to third parties in their entirety.

9.7. To cease all advertising and labeling referencing the certification, in case of suspension, revocation or resignation of the certification and to return all certificates to 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 shall be obliged to notify all other CBs acting for it in the scope of GLOBALG.A.P. of the sanction imposed by the TRP.

9.10. Promptly inform TRP in the event of withdrawal from the GLOBALG.A.P. certification program.

9.11. Make all necessary arrangements to resolve complaints.

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

9.13. Customer warrants that the certificate issued by TRP is not used in a misleading manner.

9.14. For each TRP certification/assessment, a witness auditor may participate in the inspection/audit. There is no cost to the client for the witness inspector/auditor to attend the inspection/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., available at www/tuv.pl/attachments.

10. APPEALS, COMPLAINTS

10.1. The client may appeal against the certification decision or file a complaint against TRP certification activity. The description of the procedure is regulated by the procedure MS-0000372 Main Process Complaints Management and description available at www.tuv.com.

Consideration of the appeal does not suspend the course of the certification case.

10.2. The client 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 by e-mail to compliants@globalgap.org or by fax to +48 221 57776-1999.

10.3. The producer shall not impede, inhibit, or avoid cooperation with GLOBALG.A.P. in the event of a complaint regarding the discovery of residues, contamination, traceability, fraud, or the Integrity Program.

10.4. In the event of a complaint by a third party regarding the detection of residues, contamination, traceability, fraud or regarding the investigation of a complaint, GLOBALG.A.P. and the Certification Body shall have the right to directly take samples of the products for laboratory analysis. A summary/report of such inspection shall be sent to the complainant and to the Producer against whom the complaint procedure has been initiated.

11. MARKETING

11.1. The Customer may refer to certification in accordance with this program in advertising materials in accordance with the requirements set forth in the General Terms and Conditions of Business available at www.tuv.pl/zalaczniki and in accordance with the GLOBALG.A.P. General Provisions and the Sublicense and Certification Agreement.

12. FALSE DECLARATION OF CERTIFICATION

12.1. The Customer may not declare certification prior to the issuance of a certification decision. Falsely declaring certification risks the consequences set out in the General Terms and Conditions of Business available at www.tuv.pl/zalaczniki and in the GLOBALG.A.P. General Regulations.

13. REFERENCE DOCUMENTS

13.1. Current versions of GLOBALG.A.P. documents are available on the GLOBALG.A.P. website at http://www.globalgap.org;

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

13.3. Standard PN-EN ISO/IEC 17067 Conformity assessment. Product certification basis and guidelines for certification programs;

13.4. TRP General Transaction Conditions;

13.5. Catalog of Sanctions;

13.6. Sublicense and Certification Agreement- Sublicense and Certification Agreement.