GLOBALG.A.P. Certification Program

This GLOBALG.A.P. Certification Program (also referred to herein as the "Program") constitutes the terms and conditions for contracts entered into for for GLOBALG.A.P. Supply Chain v. 6.1 and/or GLOBALG.A.P. IFA v.5.2 without/or in combination with applicable add-on module releases, i.e.: 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 Polska Sp. z o. o. (also referred to hereafter as "TRP") and customers who apply to TRP to participate in the GLOBALG.A.P. evaluation and/or certification system.

1. SCOPE OF THE PROGRAM

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

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

a. Farm Base Module

b. Base Module for Crops, a subset of which are: Base Module for Fruits and Vegetables, Base Module for Mechanically Harvested Crops, Base Module for Flowers and Ornamental Plants, Base Module for Plant Propagating Material, and Base Module for Hops.

c. GLOBALG.A.P. Supply Chain (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. All the aforementioned services are carried out on the basis of the License and Certification Agreement concluded with GLOBALG.A.P. c/o FoodPLUS GmbH. The GLOBALG.A.P. IFA and CoC certification service is implemented on the basis of accreditation by the Polish Center Accreditation in the scope of product certification body No. AC 141.

1.4. The program is in line 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 certification programs;

2. THE REQUIREMENTS WITH WHICH THE PRODUCTS ARE EVALUATED FOR COMPLIANCE

Basic reference documents in the certification process:

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

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

2.3. Law of November 9, 2012 on seed;

2.4. Law of July 20, 2017 Water Law;

2.5. Law of March 22, 2018 with amendments to the Law on Microbes and Genetically Modified Organisms and some other laws;

2.6. Law of June 22, 2001 on microorganisms and genetically modified organisms;

2.7. Regulation (EU) No. 1169/2011 of the European Parliament and of the Council of October 25, 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 June 7, 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 July 12, 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 April 17, 2019, amending the Ordinance on the labeling of different types of foodstuffs (Journal of Laws of 2019, item 754);

2.11. Rules for Crops;

2.12. General Provisions, Part I - General Principles;

2.13. General Provisions, Part II - Rules for Option 2 and Option 1 covering multiple locations with an implemented QMS;

2.14. Sublicense and Certification Agreement;

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

- Farms Base Module - Crops Base Module - Fruits and Vegetables;
- Farm Base Module - Crop Base Module - Mechanically Harvested Crops;
- Base Module for Farms - Base Module for Crops - Flowers and Ornamental Plants;
- Farm Base Module - Crop Base Module - Plant Reproductive Material;
- Farm Base Module - Crop Base Module - Hops;

2.16. GLOBALG.A.P. Integrated Farm Safety and Quality Assurance Checklist, Farm Base Module, Crops, Fruit and Vegetables/Mechanically Harvested Crops/Flowers and Ornamentals/Vegetable Propagating Material/Chops ;

2.17. Quality Management System Checklist;

2.18. GLOBALG.A.P. Chain of Custody General Regulations (GLOBALG.A.P. Supply Chain General Regulations);

2.19. Chain of Custody Standard Control Points and Compliance Criteria for the supply chain from the producer to retail stores and/or restaurant chain operators or for retail stores and restaurant chain operators);

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

2.21. Nurture Module Scheme Rules;

2.22. Nurture module checklist: for Fruits and Vegetables, Flowers and Ornamental Plants, and Quality Management System;

2.23. GRASP - Risk assessment of social practices General provisions;

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

2.25. GRASP - National Interpretive Guidelines;

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

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

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

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

2.30. GLOBALG.A.P. PLUS Add-on General Rules Specifications;

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

2.32. McDonald's Good Agricultural Practices;

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

2.34. BioDiversity Checklist;

2.35. TRP System Documentation.

3. STAGES OF THE EVALUATION/CERTIFICATION PROCESS

3.1. Introductory information for the applicant for a certificate/certificate/letter of compliance

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

3.3. **Planning of inspection/audit/evaluation activities**

3.3.1. In order to obtain certification/certification/letter of compliance, 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/GRASP Module/ 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-assessment and inspections/evaluations and internal audits must be conducted thereafter min. 1 time per year.

3.3.2. External inspections/audits are divided into announced and unannounced. The TRP's designated inspector/auditor sets a date with the client for the announced inspection/audit. For Option 2/Option

1 for multiple locations with QMS, the auditor sends a completed GLOBALG.A.P. Quality Management System Audit Plan to the responsible person.

3.3.3. In the case of an unannounced inspection/audit, the designated inspector/auditor will inform the manufacturer/company in question of the intention to conduct an unannounced inspection/audit, but not earlier than 48 hours before the scheduled visit. If the date of the unannounced inspection/audit does not suit the manufacturer/company, then, in justified cases, the date may be re-scheduled. The manufacturer will receive a written warning from the TRP and one notice of the next unannounced inspection/audit date no earlier than 48 hours before the scheduled inspection/audit. If the next inspection/audit cannot take place for unreasonable reasons, then the TRP shall issue a suspension sanction for all products submitted for certification.

3.4. **On-site evaluation**

3.4.1. Supply Chain: the auditor conducts the audit on-site at the customer's 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 Provisions of the Supply Chain 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: The inspector or auditor conducts an on-site inspection/audit at the customer's location where the activity submitted for certification is conducted. The inspection/audit 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 Management System, Quality, the audit is conducted in accordance with the GLOBALG.A.P. Quality Management System Audit Plan. During the inspection/audit, compliance with the requirements of the GLOBALG.A.P. Records of announced as well as unannounced audits are made in the checklist of the Management System, Quality (Option 2 or Option 1 with the Quality Management System), while records of inspections of a manufacturer according to Option 1 or a member of a manufacturer group are kept in the respective Checklists.

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

3.4.4. Upon completion of the inspection/audit, the manufacturer/company will receive the corresponding Inspection/Audit Report from the inspector/auditor. The document is completed by the inspector/auditor on site and signed by the Manufacturer or other authorized person as well as the inspector/auditor. In the case of non-conformities found, the Manufacturer/company is required to provide the inspector/auditor within 28 days from the date of completion of the inspection/audit with evidence of closure of non-conformities found during the inspection/audit. In order to obtain a positive certification decision, as a minimum, 100% of the primary requirements met and min. 95% of the secondary requirements for GLOBALG.A.P. IFA certification; GLOBALG.A.P. CoC; Nurture Module; GLOBALG.A.P. PLUS.

3.4.5. In the case of the GLOBALG.A.P. BioDiversity additive, the manufacturer/company must provide, within 28 days from the date of the inspection/audit, a corrective action for non-compliance with respect to the primary requirements or a corrective action plan for non-compliance with respect to secondary requirements, and the actions included in this plan must be taken before the next

inspection/audit. In the case of non-conformities of a critical nature, it will be necessary to conduct another inspection/audit after a minimum of. 3 months after the first inspection/audit.

3.4.6. If nonconformities are found during a GLOBALG.A.P. AH-DLL Grow Add-on inspection/audit, the manufacturer/company does not need to provide any evidence of correction to JC. The Service Provider must consult the action plan directly with the manufacturer.

3.4.7. If nonconformities are found during the GRASP assessment, the customer decides whether to treat the result obtained as final or to take corrective action to improve the result, which it will submit to the Certification Body within 28 days of the end of the assessment.

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

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

3.5.1. The TRP employee evaluates the completeness, correctness, and substantive verification of the submitted audit/inspection documentation.

3.5.2. In the case of discrepancies between normative-legal requirements and the actual state of affairs that make it impossible to make a clear decision, the Head of the Section, requests that the matter be referred to a meeting of the Technical Committee.

3.6. **Certification decision**

3.6.1. The decision to grant certification or issue sanctions in the form of open nonconformity or suspension or cancellation of the certificate of conformity shall be made by an employee of the TRP within 28 days from the date of completion of the audit/inspection or from the date of provision of evidence of corrective actions taken to remedy identified nonconformities.

3.6.2. An email is sent to the client with the certification decision/GRASP assessment information.

3.7. **Certificate/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 certificate in the case of GRASP assessment or letters of compliance in the case of GLOBALG.A.P. PLUS, GLOBALG.A.P. AH-DLL Grow Add-on and GLOBALG.A.P. BioDiversity for a period of 12 months. The issued certificate/certificate/letter of conformity, by the decision of the Certification Body, may 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). Customers holding an extended certificate are required to pay registration fees for the next certification cycle and to undergo inspection/audit/assessment during the extension period at the same CU.

3.7.2. The Nurture Module certificate, GRASP certificate, and 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 you hold a valid GLOBALG.A.P. IFA certificate.

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 THE SCOPE, LIMITING THE SCOPE, SUSPENDING AND CANCELLING CERTIFICATION

4.1.1. The basic condition for granting certification is to successfully pass the certification process and meet all the requirements specified in the above paragraphs.

4.1.2. The condition for maintaining certification is compliance with the requirements of the GLOBALG.A.P. standard and signed agreements with the TRP.

4.1.3. The condition to maintain the validity of the certificate for another year is:

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

b. submitting an application for re-registration and acceptance in the GLOBALG.A.P. database (before the expiration of the current certificate) in the form of a completed “Certification Order” and

c. undergo a re-inspection/audit at the Client's facilities. The subsequent inspection/audit may be conducted during the so-called "inspection/audit window", covering a period of 8 months: from 4 months prior to the original expiration date of the certificate until 4 months after the original expiration date of the certificate (only if the JC makes a renewal 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 expiration 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 that apply to 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). A maximum of 10% of 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 by the TRP. In the case of a certified product, there is no need for additional inspection (at the same time with the above-mentioned conditions). However, if a manufacturer submits a new product at the time of certification extension, then there is a need for a new inspection during the harvest of the submitted product. If the number of approved producers/locations/sites increases by more than 10% during the year, an additional external inspection of a sample of the newly added sites will be required (the minimum being the square root of the number of new producers/locations), as well as an optional QMS audit, which will take place later in the year before the additional producers/locations/sites can be added to the certification.

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

a. non-compliance was detected during the inspection/audit conducted;

b. within 28 days from the date of the inspection/audit, the manufacturer does not send the inspector/auditor corrective actions as proof of closure of non-conformities found during the inspection/audit and 100% of the primary requirements met and min. 95% of the secondary requirements;

c. during verification of audit documentation, a TRP employee finds additional non-compliance undetected during the audit/inspection, or if a violation of GLOBALG.A.P. rules is found;

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

a. Failure of the Manufacturer to pay for certification/assessment within the contractual deadline.

5. CERTIFICATE SUPERVISION

5.1. TRP exercises continuous supervision over certificate holders by performing inspections/audits unannounced in accordance with the GLOBALG.A.P. General Regulations, i.e. during the validity period of the issued certificate. In Option 2, unannounced surveillance inspections are carried out at group members in a number that is min. 50% of the square root of the total number of certified group members, and unannounced quality management system (QMS) audits at min. 10% of customers under JC's supervision, as well as unannounced inspections in Option 1 at min. 10% of clients under JC's supervision.

5.2. Inspections are performed in accordance with Section 3.4; 3.5 of the program.

6. AUTHORIZATION AND SUPERVISION OF THE SIGN

Basic principles of using the GLOBALG.A.P. trademark and Logo with QR code:

6.1. The awarded certificate entitles the manufacturer/company to market and distribute its products with the trademark and, if applicable, with the QR code logo only for products that have been registered by the Certification Body and are manufactured, handled post-harvest 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. Manufacturers should use the trademark and/or QR code logo only in connection with products that comply with the requirements of the GLOBALG.A.P. system. In the event that certified manufacturers have not signed up for voluntary membership in 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. The trademark may be used on products that are not intended for human consumption and that are raw material/input to the manufacture of the final product (e.g. PPM). The trademark should be accompanied by a GLOBALG.A.P. identification number and/or QR code linking to the manufacturer's certification status in GLOBALG.A.P. IT systems.

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

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

6.7. Retailers, manufacturers and other organizations that have signed a voluntary membership in GLOBALG.A.P. may use the trademark in printed promotional materials, on their websites, flyers, business cards and display the mark 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.

6.8. Never use the GLOBALG.A.P. trademark on any advertising gadgets, any items of clothing or costume accessories, or on any bags or items of personal use.

6.9. 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.

6.10. If the Manufacturer does not yet or has not already complied 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 of the QR Code Logo, GGN, CoC or LGN on product labels.

6.11. If any objective indications show that a certified entity has abused the Trademark and/or the GLOBALG.A.P. System Compliance Statement, there will be an exclusion of the manufacturer from the GLOBALG.A.P. System for a period of 12 months from the disclosure of such abuse.

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

6.13. The Manufacturer is obliged to immediately inform the Certification Body of any periodic court orders or notifications in connection with the use of the Trademark or QR Code Logo. GLOBALG.A.P. will make every effort to support the Manufacturer in case of accusations.

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

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

Basic principles of using TÜV Rheinland certification :

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

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

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

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

6.20. Certification may not be used in a manner 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 contract regardless of the reasons indicated during the validity of the contract subject to the deadlines described in the General Terms and Conditions of Transaction. The term of the service is considered to be the expiration date of the certificate. 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 customer will not fully meet its financial obligations to TRP. 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.

b. The client will prevent the inspection from being carried out on the specified date, for reasons attributable to the client (e.g., lack of contact with the client by phone or letter, failure by the client to allow TRP inspectors/auditors to visit the inspection site). The date of exclusion of the client from the GLOBALG.A.P. certification process is the date of TRP's decision to exclude the client from the certification process.

8. RESPONSIBILITIES 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 certification, except when the obligation to disclose such 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. Achievement of impartiality is overseen through an independent Committee to Protect Impartiality.

8.3. TRP provides competent personnel to conduct assessments. Under existing procedures, personnel are monitored and evaluated to ensure up-to-date knowledge and sufficient competence to conduct compliance 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 irregularity report including customer complaints in accordance with the applicable procedure.

8.6. TRP ensures the archiving of documentation from the certification process for 5 years. This also applies in the event that the conclusion of the contract does not materialize.

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 assessment/inspection/audit within the agreed timeframe.

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

8.10. Inform the customer within the established timeframe of all relevant changes in standards and procedures.

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

8.12. The TRP is obliged to keep confidential all confidential customer information that is not 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 customer decides to move to another certification body, or

c. if the customer is certified by two certification bodies in the same scope. If the customer has been certified previously, the previous certification body is authorized by the customer to share the relevant information with the TRP Unit.

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

9. CUSTOMER RESPONSIBILITIES

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

9.2. Consistently meet the requirements for the certified product during the validity of the granted certification.

9.3. To make certification declarations for only the actual certified products and the actual scope, in accordance with the regulations of the program in question. This applies to declarations made publicly and through the mass media.

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

9.5. If subcontractors are used, the Client shall ensure their consent to TRP's physical inspection in case of doubt.

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

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

9.8. Inform customers in writing of products that do not meet the requirements of 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 him on GLOBALG.A.P. of the sanction imposed by the TRP.

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

9.11. Realization of 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 nonconformity with respect 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 coaching auditor may participate in the inspection/audit. The customer shall not bear the cost of the inspector/training auditor's participation in the inspection/audit.

9.15. Comply with the certification conditions included 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 the 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.

Consideration of the appeal does not stop 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 by e-mail to compliants@globalgap.org or by fax to +48 221 57776-1999.

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

10.4. In the event of a third-party complaint regarding the detection of residues, contamination, traceability, fraud, or on the investigation of a complaint, GLOBALG.A.P. as well as the Certification Body shall have the right to directly take product samples for laboratory analysis. A summary/report of such inspection will be sent to the party who filed the complaint and to the Manufacturer against whom the investigation was 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 Regulations and the Sublicense and Certification Agreement.

12. FALSE DECLARATION OF CERTIFICATION

12.1. The customer may not declare certification before the certification decision is issued. Falsely declaring certification risks the consequences specified in the General Terms and Conditions of Transaction 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. EN ISO/IEC 17067 Conformity assessment. Fundamentals of product certification and guidelines for certification programs;

13.4. TRP General Transaction Conditions;

13.5. Catalog of Sanctions;

13.6. Sublicense and Certification Agreement.