

# CONTRACT

between

and

**BCS ÖKO-GARANTIE GMBH**  
**Cimbernstr. 21,**  
**90402 Nürnberg**  
**Germany**

- hereafter referred to as "**BCS**"

- hereafter referred to as "**operator**"

**Inspection of the operator in accordance with Council Regulation (EU) 2092/91 of June 24, 1991**

## **Preliminary remark;**

BCS was first authorized to carry out inspections as a private inspection body in accordance with Regulation (EU)2092/91, its annexes and accompanying rules of implementation, by the notification dtd. May 11th 1992 of the Landesanstalt für Ernährung, the Bavarian inspection authority, and consequentially by the responsible authorities of all other German Bundesländer.

Independent of the EU-inspection system, BCS additionally aims to introduce an ecologically orientated logo for foodstuff, that indicates the ecological quality of the inspected products.

As a producer/processor/importer of products from organic agriculture, the operator is subject to the respective inspection system according to Article 8 and 9 of the regulation, or there are other reasons for his intention to have his unit inspected, without him being legally obliged to do so.

## **§ 1 Scope of the Contract**

Both parties agree on the implementation of the inspection system according to the rules of regulation (EU) 2092/91. If intended and permissible an additional objective may be the issuing of a certificate indicating that the products are covered by the inspection system.

The inspection system does not cover any other legal regulations regarding food or calibration.

## **§ 2 Obligations of BCS**

BCS shall carry out the inspections in accordance with a standard inspection programme that may be ammended by the inspection authorities only. Before each inspection BCS shall agree on an inspection date with the operator. Agreements on inspection dates shall be binding. Cancellations shall be valid only if justified and if acknowledged by BCS. Unannounced inspections are part of the inspection programme. BCS shall perform services within the framework of the relevant legal regulations in connection with Regulation (EU)2092/91. BCS is liable as stipulated in § 6 of the Standard Terms and Conditions.

If the inspection body also carries out inspections regarding the fulfilment of standards set by a particular association, the relevant agreement on data protection (then an annex to this contract) is part of this contract.

**§ 3 Rights and Obligations of the Operator**

The rights and obligations of the operator are laid down in §3 of the Standard Terms and Conditions.

**§ 4 Prices and Conditions of Payment**

Prices and conditions of payment ensue from §4 of the Standard Terms and Conditions of BCS.

The invoice shall be drawn up according to expenses on the basis of the BCS Scale of Fees valid at the respective time. The presently valid scale of fees constitutes part of this contract.

**§ 5 Adjustment Clause**

Contrary to the stipulations of §11(period of effectiveness) of the Standard Terms and Conditions of BCS, BCS may adjust this contract with immediate effect, if this adjustment was imposed on BCS by authorities.

**§ 6 Period of Validity and Termination**

This contract comes into force with effect from .....

The contract shall automatically be prolonged by another year, if it is not cancelled at least 6 months before December 31 of the respective year. If the operator ceases to produce, process or import products from organic agriculture, this contract shall automatically be terminated. BCS has to be informed about the cessation of these activities immediately and in written form. On instructions by the authorities, BCS reserves the right of a final inspection - even after termination of the contract.

**§ 7 Effectiveness/Amendments**

Everything else is covered by the Standard Terms and Conditions of BCS. Only written changes and amendments to this contract shall be valid.

Nürnberg, ..... X.....

..... X.....

BCS, Peter Grosch

# Contract between BCS Öko-Garantie and operators to be certified in accordance with the regulation EU 2092/91

## § 1 Validity

All orders shall be accepted and executed in accordance with the following conditions. With the order the client acknowledges these conditions as legally binding. Other conditions shall be binding only if acknowledged in written form by BCS. Telegraphic orders or orders placed by phone are accepted at the client's risk only. Oral statements, confirmations or promises by our employees or agents are valid only with a written confirmation of the management.

## § 2 Scope and Execution of the Order

The scope of services arising from the order is laid down in the versions of Council Regulation (EU) 2092/91 valid at the respective time, the accompanying amendments or in the service catalogue regarding the BCS logo. Changes of the scope of services shall be valid in written form only. Deadlines for the execution of the order shall not be binding, unless they are explicitly in written form agreed as binding.

## § 3 Rights and Obligations of the Operator

The operator shall provide BCS and all persons assigned by BCS (experts or expert companies) with a detailed description of the sequence of operations (production and sales) of his undertaking.

The operator shall give the BCS inspectors unhindered access to all relevant units of his undertaking during the period of inspection and present or provide all documents, give any information deemed necessary for the purposes of proper inspection, and to facilitate the taking of samples and interviews of the employees, above all regarding unannounced inspections.

The operator shall keep the relevant documents and in case of an inspection by the inspection authority shall allow the inspection authority to have a look at these documents and shall grant them the same rights as the inspection body.

The operator undertakes to fulfill all requirements of Regulation (EU) 2092/91, including all annexes, amendments and implementation regulations.

The operator agrees to carry out in due time all measures to be imposed on him by the inspection

body if need be, and to submit himself to the penalties laid down in the list of penalties.

The operator shall document all complaints about his products regarding Regulation (EU) 2092/91, to inform BCS about these complaints and to expound the measures taken to remedy the faults.

## § 4 Prices

Unless otherwise agreed invoices shall be drawn up according to the service-based BCS scales of fees valid at the respective time, on the basis of the latest issue of the corresponding service catalogue (inspection programme). Inspection services or other activities that have not been explicitly included in the order, e.g. unannounced, urgent inspections, taking of samples, analyses or investigations necessary for the clarification of problems referring to the conformity regarding Regulations (EU)2092/91 will be invoiced separately. Prices do not include VAT.

## § 5 Conditions of Payment

1. Unless agreed otherwise, invoices have to be paid net immediately upon receipt.
2. Services rendered are payable on delivery of the inspection report. The client's obligation to pay is independent of any possibly agreed deadline for objections.

## § 6 liability

1. BCS is liable only in cases of intent and gross negligence by its legal representatives and its agents.
2. BCS is liable for proved and acknowledged faultiness of services by repeating the service free of charge and shall meet the client's possible other claims for damages up to double the amount of the agreed fee. This does not apply in cases of intent or gross negligence according to §11 of the law "ZUR REGELUNG DES RECHTS DER ALLGEMEINEN GESCHÄFTSBEDINGUNGEN" (On the Regulation of the Law of Standard Terms and Conditions).
3. BCS shall not be liable for damages caused by disruptions of its operations, in particular by Force Majeure or by other incidents BCS can

not be held responsible for, or by changes or orders from higher authority.

### **§ 7 Protection of the Work Results**

The operator shall guarantee that reports, inspection results and information are only used for his own purposes. Duplication and publication of certificates, inspection results, information, or the like - also for marketing purposes - require prior written consent of BCS.

### **§ 8 Secrecy**

BCS shall guarantee to forward all achieved results regarding the order only to the operator and on request to the responsible inspection authority, and neither to publish them nor to give them to third parties without his consent. BCS shall further guarantee to keep secret all information given by the operator regarding the order and also to swear BCS employees and agents to secrecy by contract.

### **§ 9 Remedy of Faults**

The operator shall guarantee to accept and thoroughly check the final report drawn up by BCS.

Objections against statements, requirements and sanctions mentioned in the inspection report have to be raised in written form within one week after handing over. Claims for remedy of faults lapse after a period of six months starting with the day of acceptance of the inspection report by the operator. Obvious incorrectness in the inspection report, like e.g. spelling mistakes, arithmetical errors, or formal faults shall be remedied by BCS as soon as such faults and mistakes are detected and acknowledged. In case the operator rejects the report or parts of it, BCS is entitled to compensation of all costs resulting from the inspection.

### **§ 10 Taking of Samples and Execution of Analyses**

1. If necessary BCS will arrange through its representatives the taking of samples on the premises of the operator and the execution of

laboratory analyses regarding the respective parameters considered relevant.

2. Regarding the execution of the analyses and the completeness and correctness of the results the Standard Terms and Conditions of the respective commissioned laboratory apply exclusively, and it is also solely liable.
3. Unless otherwise agreed in written form, samples given to BCS for analysis shall be kept for three months at the commissioned laboratory of BCS, if the nature of the products allows such procedure. After this period the samples shall be destroyed. The operator shall bear the costs if he wishes the samples to be returned to him.
4. The inspected operator bears the costs of the analyses.

### **§ 11 Adjustment Clause**

1. In case of a change of the regulation, a corresponding recommendation or instruction by the inspection authority or the liability insurance company, BCS may unilaterally adjust this contract.
2. The declaration of adjustment shall come into effect three months to the end of the month after receipt by the operator.

### **§ 12 Partial Nullity**

1. If any provision of these Standard Terms and Conditions is or becomes void, the remaining part shall remain unaffected. The void provisions shall be replaced by new stipulations which best serve the purpose of the void provisions.
2. Regarding possible legal successors of the parties to this contract the Standard Terms and Conditions remain in effect.

### **§ 13 Law, Place of Settlement, Place of Jurisdiction**

1. All litigations shall be governed by German Law exclusively.
2. Place of settlement and place of jurisdiction is Nürnberg.