Inspection contract

Processing, Trading, Import

made between

Austria Bio Garantie GmbH (ABG) *AT-BIO-301*	**and**	**agroVet GmbH (agroVet)**
FN 78753p		**FN 164821i**
Königsbrunner Straße 8 2202 Enzersfeld Austria www.abg.at		**Königsbrunner Straße 8 2202 Enzersfeld Austria www.agrovet.at**

Hereinafter referred to as "ABG/agroVet", on the one side and

«Nachname»
«Vorname»
«Firmen_Strasse»
«Firmen_PLZ»«Firmen_Ort»
«Firmen_LandL»

Customer No: «Nummer1»

hereinafter referred to as "client", on the other side as follows:

1. Scope of inspection and/or certification

The client hereby commissions ABG/agroVet to inspect and/or certify his/her company/agricultural or other operation especially according to the selected norms and/or standards listed in Appendix 1 (for ABG) and Appendix 2 and Appendix 3 (for agroVet).

If the inspection according to further standards or norms as amended is requested in writing by contractually involved third parties, then these - if included in the scope of services - will be checked or, if necessary, certified in accordance with the agreements of this contract.

If any of the regulations named is or becomes invalid, inspection and/or certification shall be conducted in accordance with the ordinance succeeding the invalid standard or replacing the existing standard.

Not subject to the contract are the further inspections according to the food, animal welfare, wine, fertilizer, feed, pesticides and seed laws. However, if required by the responsible bodies for the norms respectively standards listed in annexes 1, 2. and 3. ABG and agroVet is obliged to report findings of serious infringements to the competent authorities.

2. Sanctions and sampling

In the case of violations of the norms and/or standards named in Item 1. ABG/agroVet shall be entitled and obligated to report such violations to the competent bodies (e.g. standards operators) in accordance with the relevant prescribed sanctions.

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

ABG/agroVet shall be entitled to take samples during its inspection activities (to the extent this is required in the norms and/or standards listed in Appendices 1, 2 and 3). In the event of a suspected violation of the relevant legal provisions, ABG/agroVet shall take samples. The client shall be informed of this situation. For costs of sampling and analysis, see the most current fee list.

3. General terms and conditions and compliance with the privacy policy

The client has acknowledged, understood, and, by signing the contract with ABG/agroVet, agreed to the General Terms and Conditions of ABG and agroVet as well as any and all other terms which form integral parts of the General Terms and Conditions. For the currently valid versions of the General Terms and Conditions, see the homepages at www.abg.at and www.agrovet.at; the client shall be notified of any changes in writing. If the client does not submit written objections to such changes within 4 weeks of notification, the client's consent to the revised contents of the contract shall be deemed given.
In the course of the contractual relationship the contracting parties undertake to comply without exception with the European General Data Protection Regulation (GDPR) as well as other data protection regulations as amended during the processing of personal data. Furthermore, the contracting parties undertake all necessary technical and organizational measures for data security. Personal data, which are acquired by the contractual parties in the course of the contractual relationship, may only be processed by the contracting parties for the execution of this contractual relationship. Furthermore, the contracting parties undertake to ensure that any recipients of personal data comply with data protection regulations as well as data secrecy according to the General Data Protection Regulation (GDPR). For further information on data protection see www.abg.at or www.agrovet.at.

4. Duration

This contract is based on two independent contracts. Each contract shall commence on the date of signing of the contract by ABG/agroVet and shall be made for an indefinite period. Each contract and/or each standard and/or each norm may be terminated separately in writing and by registered mail as per 31 December of any year with a three-month notice period; notice of termination shall be served upon the respective other contracting party by 30 September at the latest. Other terms of termination are laid down in Item VI. of the General Terms and Conditions.

_____	_____
Place, Date	Place, Date
_____	_____
Signature of the client	On behalf of ABG/agroVet

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Code number of control body: AT-BIO-301
Commercial court of registration: Korneuburg
Comm. Reg. No: 78753p

Appendix 1

The Client commissions ABG to inspect and/or certify the selected norms and/or standards:

☐ **Organic inspection, standard program**

- **Regulation (EU) 2018/848, its Delegated Regulations and Implementing Regulations as amended** (Compliance with the requirements of the certification program as amended)
- **Guideline Agricultural Products from Organic Production and Derived Products, as amended** (Compliance with the requirements of the certification program as amended)

☐ **Non-Food Standard issued by Austria Bio Garantie, as amended**

☐ **"Prüf nach!" ("Check it!") standard by Werner Lampert Beratungsges.m.b.H., as amended**

☐ **„cibus.trace beef"-Guideline, as amended** (Labeling system for beef and veal according to the guideline of Delimax GmbH)

☐ **„cibus.trace pork"-Guideline, as amended** (Labeling system for pork according to the guideline of Delimax GmbH)

☐ **Other standards**

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Comm. Reg. No: 16482i

Appendix 2

The Client commissions agroVet to inspect and/or certify the selected norms and/or standards:

☐ **Guidelines for the AMA Seal of Agrarmarkt Austria Marketing GesmbH, as amended**
- ☐ AMA Seal - Guideline for Handling and Processing, (Be- und Verarbeitungsprodukte)
- ☐ AMA Seal - Guideline for Milk and Dairy Products, (Milch- und Miilchprodukte)
- ☐ AMA Seal - Guideline for Fruit - Vegetable - Table Potatoe, (Obst – Gemüse – Speiseerdäpfel)

☐ **Guideline of the "Codex Alimentarius Austriacus" on GMO-free food production and labeling, as amended** (Compliance with the requirements of the certification program as amended)

☐ **Regulation (EU) No 1151/2012 PDO; PGI; TSG (protected designation of origin; protected geographical indication; traditional speciality guaranteed, as amended)**
Guidelines of ARGE Heumilch Austria, as amended (Compliance with the requirements of the certification program as amended)

☐ **pastus⁺ feed guidelines of Agrarmarkt Austria Marketing GesmbH, as amended** (Compliance with the requirements of the certification program as amended)

☐ **Guidelines of QS Qualität und Sicherheit GmbH, as amended** (Compliance with the requirements of the certification program as amended)
In addition, in the case of service providers in the transport, storage and transhipment sector, the supplementary contract QS or, in the case of small producers of individual feeding stuffs, a binding declaration of participation and authorization must be signed.

☐ **Indications of origin according to project guidelines, as amended**

☐ **„cibus.trace beef“-Guideline, as amended** (Labeling system for beef and veal according to the guideline of Delimax GmbH)

☐ **„cibus.trace pork“-Guideline, as amended** (Labeling system for pork according to the guideline of Delimax GmbH)

☐ **Guidelines of Donau Soja Association, as amended**

☐ **Other standards**

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Appendix 3

The client commissions agroVet to inspect and/or certify the selected norms and/or standards:

☐ **ISCC-Standard, as amended**

Amendments to the Contract and the General Terms and Conditions for ISCC:

Amendment to Item 4. of the inspection contract "Duration" and of the General Terms and Conditions, Item IV. "Rights and Obligations of the client": In the event of termination by notice or other termination of the ISCC system usage agreement, or in the event of termination of the agreement concluded with the relevant certification body, the client shall, immediately after the end of the agreement, return to the relevant inspection body all certificates issued under the relevant ISCC certification system that expire after the end of the agreement.

Amendment to Item IV. of the General Terms and Conditions "Rights and Obligations of the client": Pursuant to the requirements of the General Terms of Certification for the ISCC standard, the rights of access and inspection shall only expire 18 months after the termination of any contractual relations between ISCC and the relevant certification body and/or between ISCC and the client.

☐ **RSPO (Roundtable on Sustainable Palm Oil), as amended**

☐ Mass Balance (MB)
☐ Segregation (SG)
☐ Identity Preserved (IP)
☐ Book and Claim (BC)

Amendments to the Contract and the General Terms and Conditions for the RSPO standard:

Amendment to the inspection contract and Item XI. of the General Terms and Conditions for the RSPO standard:
The RSPO offer and the audit registration, including the process schedule, shall form integral parts of the inspection contract.

In addition to Item IV. of the General Terms and Conditions "Rights and Obligations of the client" the client shall have the right to object to the certification body's audit process.