

**General terms and conditions
of the FQ-Cert GmbH**
Status 16.01.2020**1. Scope of application**

The general terms and conditions are an integral part of all offers and contracts concluded with FQ-Cert GmbH. All orders are accepted and executed according to the following conditions. With the placing of the order the customer recognizes the general trading conditions as legally binding. Other conditions are only binding if they have been accepted in writing by FQ-Cert GmbH. The general terms and conditions also apply to all future business transactions with the client.

2. Placing of order

The offers of FQ-Cert GmbH are subject to change without notice. They shall be deemed to have been agreed in the form confirmed in writing. Changes to the scope of the order must be confirmed in writing by FQ-Cert GmbH.

FQ-Cert GmbH reserves ownership rights and copyrights to illustrations, drawings, calculations and other documents. They may not be made accessible to third parties. The client requires the express written consent of FQ-Cert GmbH before passing them on to third parties.

3. Requirements

to the client:

The client must ensure that the relevant requirements of the respective certification program/standards (in the current version) are known and fulfilled. The client informs himself independently about changes to the certification bases. For this purpose, the homepage of FQ-Cert GmbH and the corresponding links to the systems are available.

The client grants the controller/auditor access to the premises and all relevant rooms (production, warehouse, personnel, etc.). Upon request, the client shall grant the inspector/auditor access to the desired.

Documents and records (e.g. reports, assessments, audit results, complaints and claims). Upon request, he will make copies as evidence. If serious deviations are detected, the client shall grant the inspector/auditor the opportunity to document these by means of photographs, while observing data protection.

The client undertakes to use the certification/certificate issued only for the scope and duration of the certification. In the event of termination, the certificate must be returned to FQ-Cert GmbH. The certification status remains valid for the client until the end of the validity period.

The client shall provide FQ-Cert GmbH in good time before the next inspection/audit with information on essential changes (structural, organisational, technologies and products). The FQ-Cert GmbH decides on the necessity of extension audits.

The customer undertakes to allow the accreditation bodies (such as DAkkS GmbH) as well as the standard owners (such as QS GmbH and IFS) of the standards used by FQ-Cert GmbH to carry out so-called witness audits to monitor the certification procedure on request.

During the audit of FQ-Cert GmbH, an assessor commissioned by the accreditation body or the standard owner may be present whose task is to assess the performance of the audit by the auditor. An additional auditing of the client's management system is not carried out by the assessor. A

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rejection of an assessor commissioned by the accreditation body or the standard owner will be communicated to the accreditation body or the standard owner. If an audit is rejected without good reason, this will result in the non-feasibility of the audit.

Audits for special reasons can also be initiated directly by standard owners/accreditation bodies (Integrity Programme) without FQ-Cert GmbH having been informed in advance.

Audits for special reasons and the audit personnel planned for this by FQ-Cert GmbH, the accreditation body or the standard owner cannot be rejected by the client/certificate holder. Any rejection will be communicated to the accreditation body and, if required by the scheme, to the standard holder. In such a case, the certificate shall be suspended.

4. Scope and execution of the order

The scope of an order is determined before the order is placed. Changes to the agreed scope of services must be made in writing. Deadlines for the execution of the order shall be deemed to be non-binding unless expressly agreed as binding in writing.

5. Prices and terms of payment

Unless otherwise agreed when placing the order, the price list valid at the time of placing the order shall apply. Following the inspection/audit, the client shall receive an invoice with the documents intended for him.

If the client is in arrears with a payment, FQ-Cert GmbH is entitled, after a single reminder with setting of a deadline for further reminders, to charge a lump sum of 5 € each for costs and to demand default interest of 4% above the respective Bundesbank discount rate of the Deutsche Bundesbank per annum.

The statutory value added tax is not included in the prices of FQ-Cert GmbH. It will be charged at the statutory rate on the day of the invoice.

The amounts of the invoice issued shall be paid within the period indicated on the invoice without any deduction.

6. Complaints, warranty and liability

As a rule, the person in charge of the plant to be inspected is present during the inspection. The fully completed inspection report or checklist or action plan must be signed by the inspector/auditor of FQ-Cert GmbH and the responsible person of the inspected company.

Complaints regarding the course of the inspection or the results obtained should preferably be made in writing. The disputed facts are to be described in detail and comprehensibly.

Complaints such as complaints, objections or complaints will only be accepted by FQ-Cert GmbH within a period of 15 working days after preparation of the test report. If the deadlines are missed, the client is excluded with all possible warranty claims.

In the event of justified complaints, the warranty shall be provided to the exclusion of all other warranty claims by reduction or rescission, unless FQ-Cert GmbH notifies the client within 40 days of receipt of the complaint that FQ-Cert GmbH will remedy the defect. In this case the warranty is limited to rectification of defects or new performance.

FQ-Cert GmbH shall only be liable for demonstrably caused damages within the scope of orders within the scope of intent and gross negligence. The liability is limited to the compensation of the direct damage, which was caused by actions or omissions in connection with the fulfilment of the contract. It is limited to the amount of the order value. The client is obliged to indemnify FQ-Cert

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GmbH against any claims for compensation by third parties in the event of unrestricted or restricted further use of expert opinions, test certificates or reports. The client's claims due to improper fulfilment of the order as well as claims for damages shall become statute-barred after 6 months. Any claims for damages, for whatever legal reason, based on slight or medium negligence on the part of FQ-Cert GmbH are excluded, unless this exclusion of liability restricts essential rights or obligations arising from the nature of the contract in such a way that the achievement of the purpose of the contract is endangered. Furthermore excluded are claims for damages, for whatever legal reason, which are based on gross negligence of the employees of FQ-Cert GmbH, unless they are executive or scientific employees or this exemption restricts essential rights and obligations resulting from the nature of the contract in such a way that the achievement of the purpose of the contract is endangered. Notwithstanding the provisions of the above paragraphs, FQ-Cert GmbH shall be liable up to a maximum of 10 times the price agreed for the defective performance. The above limitations of liability shall also apply in favour of the employees of FQ-Cert GmbH.

7. Limitation and withdrawal

If, after the award of a certificate, facts should arise that a client does not meet the tested requirements to the required extent, FQ -Cert GmbH reserves the right to restrict or completely withdraw the pronounced recognition. In any case these measures require the written form. Before implementation, the client must be given the opportunity to comment on the procedures.

8. Protection of the work results

The client guarantees that the reports, advice and information produced by FQ-Cert GmbH within the scope of the order will only be used for his own purposes. The duplication and publication of test reports, test certificates, advice, information and the like requires the written consent of FQ-Cert GmbH. FQ-Cert GmbH also undertakes to document the entire certification process in a comprehensible manner and to keep the records securely and to protect them from unauthorised access. The transfer of internal data by FQ-Cert GmbH requires the client's consent.

9. Obligation of secrecy

The client is obliged to maintain secrecy about all services and results provided by FQ-Cert GmbH. Accordingly, FQ-Cert GmbH undertakes to maintain secrecy about orders placed and documents sent. Any dissemination of results of the services provided by FQ-Cert GmbH requires written approval. Test reports and other reports may only be published or reproduced analogously, in whole or in part with the consent of FQ-Cert GmbH. The consent may be revoked at any time if the client deviates from the agreement on which the consent is based.

Violations of the obligation to maintain secrecy shall be punished with a contractual penalty for each case of violation, the amount of which shall be agreed with the customer when the order is placed but shall amount to at least 10% of the order value.

10. Declaration of impartiality

FQ-Cert GmbH operates as a neutral certification body in the food sector and guarantees impartiality and independence throughout the entire process. It makes its services available to all clients. The results of the inspections are handled independently of the client's specifications. FQ-Cert GmbH does not carry out orders to which certain conditions for the results are set by the client.

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11. Written form

Deviating agreements require the written specification and the written confirmation.

12. Data protection

1. data processing

The contractor processes and uses personal data exclusively within the scope of the contract purpose, unless the client has consented to further use. Once the contract has been completed in full, the Client's personal data will be blocked for further use and deleted after the statutory retention periods have expired, unless the client has given its separate consent for further use. In all other respects, the customer has a right to information, notification, blocking and deletion of his data stored with the contractor in accordance with the BDSG.

2. secrecy and storage obligations

Both the contractor and the customer shall be obliged to maintain secrecy regarding confidential information of the other contractual partner. This obligation shall continue after termination of the contract for a period of 10 years. Such information is excluded from this obligation,

a) which were demonstrably already known to the recipient when the contract was concluded or which subsequently become known to the recipient by third parties, without this infringing any confidentiality agreement, statutory provisions or official orders;

b) which are publicly known at the time of conclusion of the contract or are made publicly known thereafter, unless this is based on a breach of this contract;

c) which are required to be disclosed by law or order of a court or authority. To the extent permitted and possible, the recipient subject to the disclosure obligation shall give prior notice to the other party and the opportunity to act against the disclosure.

d) which the recipient has developed or has had developed independently of knowledge of the confidential information.

3. the contractor will keep contract-related documents if there is a legal or official obligation to keep them. In addition, the contractor shall be entitled to store such documents for documentation purposes; any statutory or contractual claims for surrender by the customer shall remain unaffected.

13. Storage of data

The client agrees that the data contained in the contractual relationship and the result of the service provided by FQ-Cert GmbH may be stored, even if it concerns personal data.

14. Place of jurisdiction/application

The place of jurisdiction and performance shall be Hanover, Germany. In the event of disputes, it shall be deemed agreed that these shall be settled by arbitration in accordance with German law, §1031 ZPO (Code of Civil Procedure).

15. Final provision

Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions. The parties will then agree on provisions that come as close as possible to the desired economic result.

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16. Logo regulation

The right to use the certificates is limited to the scope and duration of the certificate.

When using logos of the standard providers (e.g. QS, IFS), the requirements of the respective standard providers must be observed. It is not permitted to place the IFS logo on products.

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