



Terms and Conditions - FSA System, Version 01

VERIFICATION STIPULATIONS

Introduction

The agreement between *BV Poland* and *the Company* in relation to obtaining and maintaining FSA verification is based on a verification agreement. This Agreement is divided into *general contract conditions*, which lay down the general rights and obligations in connection with verification, and *specific conditions*, which lay down the specific matters relating to the individual service. A Verification Agreement is only valid when both parties have accepted the specific conditions. Any amendments will be attached as Appendices to the specific conditions. The conditions in the specific conditions are always more binding than similar conditions in the general contract conditions.

NECESSITY OF THIS AGREEMENT

Verification of a product is a means of providing assurance that it complies with specified standards and other normative documents. *BV Poland* as verification body accredited by PCA (Polish Centre for Accreditation) and approved by GLOBALG.A.P. under FSA SYSTEM and holder of licences, certificates and marks of conformity shall exercise proper control over the ownership of these items. Thus policies and procedures under which the verification body operates shall not be abused in a misleading manner. Therefore it is necessary to clarify the duties of the certified organizations. The terms of this contract and the contract itself do not abolish or displace *the Company's* contract with the *BVC LO*. This contract shall be qualified as an additional acknowledgement with *BV Poland*, which stipulates the duties between *the Company* and *BV Poland* as holder of the recognition.

BV Poland's obligations :

As a party to this agreement *BV Poland* shall provide the service in accordance with the specific conditions and the rules we are subject to in connection with our recognition for FSA SYSTEM. If the conditions for *BV Poland's* verification activities are changed in a way, which affects the agreed verification basis, *BV Poland* will make sure that the verification basis will be updated for the individual company. If such changes result in revision of the procedure for the verification, this procedure will be updated and sent to all contract holders.

Issuance of Farm Management System (FMS) Statements and/or Letters of Attestation

Based on an evaluation of the audit findings and conclusions and any other relevant information *BV Poland* will make the verification decision and the *BVC LO* will issue a FMS Statement and/or Letter of Attestation if the decision is positive. The FMS Statement and/or Letter of Attestation will detail the standard to which *the Company* has been found compliant at the time of audit and the scope of the processing activities.

Suspension, withdrawal or cancellation of the FMS Statement and/or Letter of Attestation

BV Poland reserves the right to suspend, withdraw, reduce, extend or cancel the FMS Statement and/or Letter of Attestation at any time and will give 3 months written notice or such shorter notice as the situation may require depending upon the information available to *BV Poland*. If such actions are deemed necessary *the Company* will be fully briefed and will be given every possible opportunity to take corrective action. *BV Poland* reserves the right to publish the fact that such action has been taken.

Confidentiality

All information concerning *the Company* will be treated as confidential. Information as required will be submitted to FSA SYSTEM and or GLOBALG.A.P. as detailed below.

The Company's obligations:

BV Poland shall require that *the Company*:

- a) always complies with the relevant provisions of the FSA SYSTEM verification programme;
- b) registers itself in FSA SYSTEM (if relevant) before planning the verification audit
- c) makes all necessary arrangements for the conduct of the verification and surveillance audits, including provision for examining documentation and access to all areas, records (including internal audit reports) and personnel for the purpose of evaluation (e.g. testing, inspection, assessment, surveillance, reassessment) and resolution of complaints;
- d) shall allow recognition authorities and / or FSA SYSTEM representatives to be present at the verification audit / inspection in order to enable the authorities to assess the management system of Bureau Veritas Certification or its auditors, as well as shall comply with the FSA SYSTEM verification process integrity assessment requirements;
- e) makes claims only in respect of the scope for which verification has been granted;
- f) does not use its verified product in such a manner as to bring the verification body into disrepute and does not make any statement regarding its product verification which the verification body may consider misleading or unauthorized;
- g) upon suspension or cancellation of attestation, discontinues its use of all advertising matter that contains any reference thereto and returns any documents as required by the verification body;
- h) uses statements and/or attestations only to indicate that activities are verified as being in conformity with specified standard;
- i) endeavours to ensure that no FMS Statement and/or Letter of Attestation or report nor any part thereof is used in a misleading manner;
- j) makes references to its product verification in communication media such as documents, brochures or other advertising, complies with the requirements of the verification body and of FSA SYSTEM International.



Complaints to suppliers of certified products

BV Poland shall require *the Company* to:

- a) keep a record of all complaints made known to *the Company* relating to a product's compliance with requirements of the relevant standard and to make these records available to the verification body when requested;
- b) take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for verification;
- c) document the actions taken.

Verification maintenance

The Company is requested to inform *BV Poland* promptly of any significant changes to its product(s)/services or its organisation that impact the verified activities or any other circumstances, which may affect the validity of its verification. For example: Changes of sites, extra sites, annual turnover in MT, process changes, changes in ownership, changes of scope etc. *BV Poland* will then take the appropriate action, such as arrange for the conducting of a special visit and/or changing the verification result and confirmation.

By signing this agreement *BV Poland* shall get the permission of *the Company* to inform GLOBALG.A.P/FSA SYSTEM as applicable about the contract established between *BVC LO* and *the Company* as well as transmit information about the planning of audits, audit reports and statement and/or attestation issue in a form prescribed by these bodies. Any changes thereof may also need to be communicated to GLOBALG.A.P/FSA SYSTEM.

The Company shall (in case) allow and assist recognition or system authorities to be present at any audit in order to enable the authorities to assess the quality management system and performance of *BV Poland* or its auditors.

Termination of the agreement

Termination

Either party may terminate this agreement. If the agreement is terminated – regardless of the reason – the statement(s) and/or attestation(s) issued and any artwork handed over shall be returned at the end of the period of notice. Hereafter *the Company* is no longer allowed to refer to the approval in its business documents.

The Company will be removed from *BV Poland's* directory of positive verifications and placed in the directory of suspended or withdrawn. *The Company* also will be removed from the FSA SYSTEM Database of valid attestations.

Notice

Either party at 3 months' notice can terminate the agreement.

Termination by default

Either party can terminate the agreement with immediate effect in the event of serious breach of the agreement, due to instructions received from recognition or system bodies, if one of the parties goes into liquidation or if a receiver or administrator takes over all or part of the obligations of one of the parties under this agreement.

Liability

Except in the case of gross negligence on the part of *BV Poland*, *BV Poland* shall not be liable for any loss or damage caused by our staff during the provision of a service.

In the event of gross negligence, the extent of any loss, damage or other for which *BV Poland* shall be liable will be limited to an amount not exceeding the fee agreed by *BVC LO* and *the Company* for the particular service in respect of which the negligence arose.

Force Majeure

BV Poland shall not be liable should it be prevented from fulfilling its obligations due to any matters beyond its control.

Law

Polish law shall govern this agreement. Any disputes arising between the parties, which the parties cannot settle themselves, shall be settled by arbitration or by a Polish court.

Appeals

Should *the Company* wish to appeal against the decisions of *BV Poland* it should do so in accordance with the *BV Poland's* appeal procedure, a copy of which is available on request and also available on the website of Bureau Veritas Certification.

The verification process

The details of the services to be provided will be agreed between *the Company* and the *BVC LO* of Bureau Veritas Certification.

Use of logo

Use of the system body logo is regulated in FSA SYSTEM schemes procedures. Bureau Veritas Certification will audit the use of the logo during the surveillance visits if relevant.