

## 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 the GLOBALG.A.P. IFA/GLOBALG.A.P. Supply Chain/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) . 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 of conformity to the GLOBALG.A.P. standard for unprocessed agricultural products:
  - a. GLOBALG.A.P. IFA: Plants; product categories: fruits and vegetables (specialty crops), mechanically harvested crops (field crops), flowers and ornamentals, plant propagating material, tea, hops.
  - b. GLOBALG.A.P. Supply Chain (Chain of Custody - CoC)
  - c. 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 carried out on the basis of accreditation by the Polish Center for Accreditation as a 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 December 18, 2003 on plant protection;
- 2.3. Law of November 9, 2012 on seed;
- 2.4. Law of July 20, 2017. Water Law;

## GLOBALG.A.P. Certification Program.

- 2.5. Law of March 22, 2018 amending 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. GLOBALG.A.P. General Regulations:
  - Rules for Individual Producers;
  - Rules for Producer Groups and Multisite Producers with QMS;
  - Rules for Plants Scope;
  - Rules for Parallel Ownership;
  - Rules for Flexible Distribution;
- 2.12. GLOBALG.A.P. Trademark Use: Policy and Guidelines;
- 2.13. Sublicense and Certification Agreement;
- 2.14. Integrated Farm Assurance Smart:
  - Principles and Criteria for Fruit and Vegetables;
  - Principles and Criteria for Flowers and Ornamentals;
  - Principles and Criteria for Hops.
- 2.15. Integrated Farm Assurance GFS: Principles and Criteria for Fruit and Vegetables;
- 2.16. GLOBALG.A.P. Chain of Custody General Regulations (GLOBALG.A.P. Supply Chain General Regulations);
- 2.17. 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);
- 2.18. GLOBALG.A.P. Risk Assessment on Social Practice (GRASP):
  - General Rules;
  - Principles and Criteria

## GLOBALG.A.P. Certification Program.

- Principles and Criteria for Family Farms;
  - GRASP Principles and Criteria for Family Farms - Application Rules;
- 2.19. GRASP - National Interpretive Guidelines;
  - 2.20. Nurture Module Scheme Rules;
  - 2.21. Nurture module checklist: for Fruits and Vegetables, Flowers and Ornamental Plants, and Quality Management System;
  - 2.22. GLOBALG.A.P. AH-DLL Grow Add-on - General Rules Specifications;
  - 2.23. Risk Assessments: FORM01: Risk Assessment for Residue Monitoring; FORM02: Hygiene Round; FORM03a: Risk Assessment for Foreign Bodies/Substances; FORM03b: Foreign Body/Substance Checklist.
  - 2.24. Annexes for AH-DLL Grow Add-on Modules;
  - 2.25. GLOBALG.A.P. AH-DLL Grow Add-on Checklist;
  - 2.26. GLOBALG.A.P. PLUS Add-on General Rules Specifications;
  - 2.27. GLOBALG.A.P. PLUS Checklist (McDonald's), Option 1: for Fruits and Vegetables;
  - 2.28. McDonald's Good Agricultural Practices;
  - 2.29. GLOBALG.A.P. BioDiversity Add-on General Rules Specifications;
  - 2.30. BioDiversity Checklist;
  - 2.31. TRP System Documentation.

### 3. STAGES OF THE EVALUATION/CERTIFICATION PROCESS

#### 3.1. Preliminary information for the applicant for the certificate/letter of conformity

- 3.1.1. The customer interested in certification sends an application to the TRP Certification Body in any form, e.g. in the form of GLOBALG.A.P./GlobalG.A.P. Supply Chain (CoC) Registration Form. For Option 2 or Option 1 with multiple locations, it is necessary to indicate the number of manufacturers and/or production sites. The aforementioned documents are available on the TRP website. The application should contain at least the following data: name and address of the applicant, TIN of the applicant, contact person, products submitted for certification, number of producers/places of production, and name, address and TIN of the payer, if different from the entity submitted for certification.
- 3.1.2. After confirming the correctness and completeness of the information contained in the application, an offer is prepared. The offer includes, among other things, detailed information as to the scope and course of certification, the cost of the service and registration fees paid to GLOBALG.A.P.. The approved offer is sent to the client along with a set of documents. The attachments to the offer are as follows: GLOBALG.A.P. Registration Form / GLOBALG.A.P. Supply Chain (CoC) Registration Form (in case this document is not completed at the bid preparation stage), Order, Sanitation Catalogue, GLOBALG.A.P. Audit Framework Program. on the producer's farm/ GLOBALG.A.P. Supply Chain Audit Framework (CoC), GLOBALG.A.P. Sublicense and Certification Agreement. In case of certification according to Option 2 or Option 1 with multiple locations, the client also fills in the document: List of

## GLOBALG.A.P. Certification Program.

Producer Group Members. However, the annexes referred to in the offer: GLOBALG.A.P. Certification Program, General Transaction Conditions are available at [www.tuv.pl/zalaczniki](http://www.tuv.pl/zalaczniki).

### 3.2. Submission of evaluation/certification order

- 3.2.1. The Customer, accepting the terms and conditions of the offer, sends to the Certification Body a complete and signed order on the form attached to the offer, together with the required attachments specified in the Order, as well as the GLOBALG.A.P./ GLOBALG.A.P. Supply Chain Registration Form (CoC), and in the case of Option 2 or Option 1 with multiple locations, the List of Producer Group Members (in case these documents are not completed at the bid preparation stage).
- 3.2.2. By submitting the signed Order to JC, the manufacturer confirms receipt and acceptance of the terms and conditions of the GLOBALG.A.P. Sublicense and Certification Agreement, and therefore it is not necessary to send back the signed GLOBALG.A.P. Sublicense and Certification Agreement.
- 3.2.3. The order signed by an authorized person in the customer's company should be delivered to TRP. Submission and acceptance of a certification order is a mutual commitment, in accordance with the provisions of the Civil Code and the resulting consequences. The certification order is valid during the validity of the offer.
- 3.2.4. When a customer first applies for GLOBALG.A.P. certification, the JC registers the customer in the GLOBALG.A.P. database by assigning a unique GLOBALG.A.P. number: GGN or CoC. JC is required to provide the GGN/CoC number to the applicant within 28 days of receiving the complete GLOBALG.A.P./ GLOBALG.A.P. Supply Chain Registration Form (CoC) from the applicant along with the signed order.
- 3.2.5. Only manufacturers supplying their products to Tesco UK can apply for Nurture Module certification. They must be affiliated with a direct Tesco supplier (Primary Supplier) and know its O-Key code. At the beginning of each growing season, approved Tesco suppliers must inform the TRP which producers/groups of producers and which products are to be evaluated. The information should include, at a minimum, the producer's name, address, GLOBALG.A.P. (GGN) number, details of producer group members (if applicable), the products delivered to Tesco, the growing area and the O-Key number of the main supplier. Without this proof, the certification process cannot proceed.

### 3.3. Review of assessment/certification order

- 3.3.1. In case of positive verification of the documentation sent by the customer, TRP registers the received order in the database.
- 3.3.2. In the case of incomplete documentation or inability to provide services to the customer, the customer is informed by e-mail or letter.

### 3.4. Planning of inspection/audit/evaluation activities

- 3.4.1. In order to obtain a certificate/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.

## GLOBALG.A.P. Certification Program.

- 3.4.2. 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.
- 3.4.3. 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 no earlier than 48 hours before the scheduled visit. In the case of audits according to IFA GFS, the unannounced audit shall be conducted without any notice. If the date of the unannounced inspection/audit does not suit the manufacturer/company, then the date may be re-scheduled, if justified. The manufacturer will receive a written warning from the TRP and one notice of the next unannounced inspection/unannounced audit date no earlier than 48 hours before the scheduled inspection/audit. In the case of audits according to IFA GFS, the unannounced audit will be conducted without prior notice. If the next inspection/audit cannot take place for unjustified reasons, then the TRP shall issue a suspension sanction for all products submitted for certification.
- 3.5. **On-site evaluation**
- 3.5.1. 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.
- 3.5.2. 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 shall be conducted in accordance with the Audit 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 Quality Management System, the audit shall be conducted in accordance with the GLOBALG.A.P. Quality Management System Audit Plan, and the sample of group/location members shall be a minimum of a root of the number of group/location members in Option 1 with a QMS. In the case of certification according to the IFA GFS, 100% of manufacturers classified as high risk according to the GLOBALG.A.P. General Regulations are audited. During the inspection/audit, compliance with the requirements of the GLOBALG.A.P. standard is verified. Records of both announced and 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 the audit of a manufacturer in Option 1 or a member of a producer group are kept in the respective Checklists.
- 3.5.3. 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.
- 3.5.4. Upon completion of the inspection/audit, the manufacturer/company will receive a 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 by 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%

## GLOBALG.A.P. Certification Program.

of the secondary requirements for GLOBALG.A.P. IFA certification; GLOBALG.A.P. CoC; Nurture Module; GLOBALG.A.P. PLUS.

- 3.5.5. 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.
- 3.5.6. 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.
- 3.5.7. For GRASP assessments, to obtain a Letter of Compliance, the client must meet 100% of the primary requirements and 70% of the secondary requirements at the first assessment, and 100% of the primary requirements and 75% of the secondary requirements at subsequent assessments. For this, family farms without employed workers must meet 100% of the primary requirements and 100% of the secondary requirements at subsequent evaluations, during the first evaluation, the degree of fulfillment of the secondary requirements does not affect the decision to issue a Letter of Compliance. In case of non-compliance, the client takes corrective action within 28 days, otherwise the client does not receive a Letter of Compliance, and a checklist with all non-compliances is entered into the GLOBALG.A.P. IT System.
- 3.5.8. Upon completion of the inspection/audit and formal verification of the documentation, TRP sends the appropriate Inspection/Audit Report to the client electronically.
- 3.6. **Review of inspection/audit report**
- 3.6.1. The TRP employee evaluates the completeness, correctness, and substantive verification of the submitted audit/inspection documentation.
- 3.6.2. 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.
- 3.7. **Certification decision**
- 3.7.1. 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.
- 3.7.2. An email is sent to the client with the certification decision/GRASP assessment information.
- 3.8. **Certificate/Letter of Compliance**
- 3.8.1. 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 letter of compliance in the case of GRASP, GLOBALG.A.P. PLUS, GLOBALG.A.P. AH-DLL Grow Add-on and GLOBALG.A.P. BioDiversity assessment for a period of 12 months. The issued 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

## GLOBALG.A.P. Certification Program.

period). Customers holding an extended certificate are required to pay registration fees for the next certification cycle and undergo inspection/audit/assessment during the extension period at the same JC. The customer may not then change the certification body in the next certification cycle.

- 3.8.2. The Nurture Module Certificate, GRASP Compliance Letter, GLOBALG.A.P. AH-DLL Grow Add-on, GLOBALG.A.P. BioDiversity and GLOBALG.A.P. PLUS, remain valid as long as you hold a valid GLOBALG.A.P. IFA Certificate.
- 3.8.3. The Certificate/Letter of Conformity, together with the corresponding logo, shall be transmitted to the Client electronically after 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 or in accordance with the concluded offer.

#### 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 (prior to the expiration of the current certificate) in the form of a completed and signed "GLOBALG.A.P./GlobalG.A.P. Supply Chain (CoC) Registration Form," and
  - c. undergo a re-inspection/audit at the Client's facilities. The re-inspection/audit can be carried out 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 up to 4 months after the original expiration date of the certificate (only if the JC makes an extension in the GLOBALG.A.P. database). Audits for recertification are conducted as unannounced audits at 10% of the Certification Body's clients holding GLOBALG.A.P. IFA certification in Option 1 and in Option 2.
- 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 wishing to expand the certificate to include additional crops or locations submits an application to the TRP in the form of a completed "GLOBALG.A.P. Registration Form." and a "List of Producer Group Members" (for Option 2 and Option 1 with multiple locations). 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

## GLOBALG.A.P. Certification Program.

conditions). However, if a manufacturer submits a new product at the time of certification extension, then there is a need for a new inspection/audit 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/audit of a sample of the newly added sites will be required (the minimum being the square root of the number of new producers/locations), and optionally an audit of the QMS, 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:
- non-compliance was detected during the inspection/audit conducted;
  - 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;
  - 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 may also be suspended in the event of:
- 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/audits 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. Certification/re-certification audits and farm surveillance audits are conducted during two separate visits separated by a minimum of 30 days.
- 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.



## GLOBALG.A.P. Certification Program.

- 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. Manufacturers certified under GLOBALG.A.P. 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 no longer comply 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 GLN number 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 trademark and logo with the QR code 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 reports in connection with the use of the Trademark or QR Code Logo. GLOBALG.A.P. will do its best 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](http://www.globalgap.org/ggnlabel).

Basic principles of using TÜV Rheinland certification :

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

## GLOBALG.A.P. Certification Program.

- 6.17. The right to use the certificate/letter of compliance applies only to the areas in the Client's enterprise or institution listed in this document. Use of the certificate/letter of compliance in areas not listed in its scope of application is prohibited.
- 6.18. The Customer's right to use the certificate/letter of compliance shall terminate with immediate effect, without termination, if the Customer uses the certificate/letter of compliance in violation of the provisions listed in the paragraphs above.
- 6.19. The right to use the certificate/letter of compliance shall automatically expire if it is impossible to retain the certificate/letter of compliance 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](http://www/tuv.pl/attachments)

## GLOBALG.A.P. Certification Program.

- 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 if the conclusion of the contract fails.
- 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 was 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

## GLOBALG.A.P. Certification Program.

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](http://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](http://www.globalgap.org)) and send it by e-mail to [complaints@globalgap.org](mailto:complaints@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.

## GLOBALG.A.P. Certification Program.

### 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](http://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](http://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.