



## Terms and Conditions for Certification of GMP+ FC Scheme SO (TCC GMP+ FC Scheme SO)

*Valid from 15 March 2024*

### **PART A - DEFINITIONS**

- A1 URS - for the purposes of this TCC GMP+ FC Scheme - URS means the United Registrar of Systems GmbH as specified in the Certification Agreement, personnel who perform certification services related to the subject of the contract such as URS Auditors and URS Assessors, certification employees, URS certification logos and brands, the URS group
- A2 Customer - this is the URS Customer who uses URS certification services
- A3 Certification process (certification) - leads to the verification of the Customer's established system by auditing the Customer and then issuing a URS certificate if the conditions according to the audited standard are met based on the URS audit, usually in a three-year cycle
- A4 Certificate - a certificate of conformity including the URS certification mark/logo
- A5 Auditor URS - a person who conducts a certification audit by visiting the Customer and producing an audit report
- A6 Observer – a person who accompanies auditors, but is not conducting audit
- A7 Evaluator – (witness auditor) a person who accompanies auditors and conducts evaluation of their activities, but is not conducting audit
- A8 Standard - a required standard set by the Customer in their company
- A9 Audit Report - this is the report that is produced by the auditor and contains the results of the visit
- A10 Initial Audit - this is the initial stage of the certification process where an audit is conducted to verify compliance with the relevant standard
- A11 Surveillance audit - a systematic (usually annual) revisit where the auditor conducts a review of the established standard
- A12 Recertification audit - a subsequent certification audit performed before ending of the three-year certification cycle, commencing new certification cycle, usually also for three years
- A13 Follow-up audit – (Expansion audit, Stricter supervision) may be conducted if all requirements are not met as assessed by the auditor, in case of extension or change in scope of certification or other actions
- A14 Parallel audit - GMP+ International B.V conducts parallel audits at GMP+ Scheme certified companies to verify how the audit is planned, conducted and reported through the certification body. The parallel audit will take place after the audit has been conducted through the certification body
- A15 Repeat audit – an additional audit conducted under the responsibility of a Certification Body - URS at the GMP+ certified company to ascertain compliance with the GMP+ FC Scheme



## **PART B – CERTIFICATION PROCESS**

### **B1 Process flow**

- B1.1 Unless an agreement is in place to carry out the certification process and the process flow specifies otherwise, the certification process shall be divided into an initial audit, during which the certificate is first granted, and subsequent surveillance audits, which are carried out until the end of the certificate's validity, usually every 12 months.
- B1.2 Unless otherwise agreed in writing, the audit shall be conducted in the local language. TCC GMP+ FC Scheme audit reports shall be provided to the Customer in local and English languages.
- B1.3 Condition for maintaining the validity of the issued certificate and a valid registration in the GMP+ International B.V.'s database is conducting surveillance audits at specified times, at least once every 12 months, to confirm compliance with certification requirements.
- B1.4 If serious non-conformities are found during the audit, URS may order an additional audit. The additional audits must be carried out within a timeframe to be determined by the URS auditor or the URS RR office as appropriate.
- B1.5 Based on the fulfillment of the conditions of the URS certification company, observation audits or special audits may be requested by authorized persons from URS to be carried out at the Customer's premises. The Customer undertakes to allow such types of audits to be carried out.
- B1.6 In the event that the Customer requests URS to extend the scope of certified activities, URS may in such case conduct a special audit or extend the scope of certified activities as part of a surveillance or recertification audit.
- B1.7 In accordance with the conditions of certification, URS will contact the Customer well in advance of the scheduled audit to obtain current information and data for the purpose of fulfilling the certification service agreement.
- B1.8 If auditors, observers or evaluators visit the Customer to perform their duties, the Customer shall provide appropriate personal protective equipment (PPE) and provide adequate training and guidance prior to commencing work. In addition, the Customer shall ensure that the auditor, observer or evaluator does not tamper with the equipment without clear supervision and instructions from the Customer.
- B1.9 Prior to the expiry of the certificate, URS shall agree with the Customer to carry out a recertification audit, which is required for the award of the certificate for a further period of normally three years.

### **B2 Obligations of the Customer**

- B2.1 The Customer shall provide URS in a timely manner, free of charge, with complete, truthful and clear information and documents that are necessary for the substantive performance of its obligations, unless it is clear from their nature that they are to be provided by URS in the course of its business, to identify a specific person who will be present to perform the certification and who will be responsible for the Customer's interaction with the URS auditor. URS shall not be in default during the period of Customer's delay in providing the foregoing or in the event of failure to provide proper cooperation.
- B2.2 The Customer shall carry out all required preparatory activities at its own risk and expense.
- B2.3 The Customer shall, at URS's request, allow URS, during business hours, access to the premises, sites, offices, etc., where certification is being carried out, for the purpose of inspecting materials, procedures, processes, testing methods, records and systems, or to determine that the procedure for termination of certification has been carried out, if necessary.
- B2.4 The Customer agrees to provide one or more representatives authorized to deal with the relevant URS representatives for the purposes of the audit.



B2.5 In the event of significant organizational changes or required expansion of the scope of certification, the Customer shall update its documentation and inform URS of any significant changes in the organization that would materially affect the scope of certification, for example changes in legal entity, business or organizational status, change of owner, addresses and management systems and processes.

B2.6 The Customer shall allow the owner of the GMP+ International B.V standard to participate in the audit and/or parallel audit.

B2.7 The Customer shall allow URS conduct repeat audit in case of such need. A repeat audit will be performed under the responsibility of URS. The reason for a repeat audit may be aon EWS alert, complaints or incidents or other special circumstances. In principle the repeat audit is aimed on these reasons but can also be aimed at all requirements of the GMP+ Feed Certification scheme.

### **B3 Invoicing, remuneration, travel, accommodation and meal expenses**

B3.1 URS will invoice the client for its services on an ongoing basis during the certification cycle for the various stages, which are the initial certification audit, surveillance audits, recertification audit and special visit where applicable.

B3.2 The Customer agrees to pay URS the fee set out in Annex 1 of the Contract for the provision of services by the agreed due date by bank transfer to the URS account specified on the invoice. Any payment made by the Customer shall be deemed to be paid on the date of credit to the URS account. VAT will be added to the prices at the rate set by the relevant VAT law in force on the date of taxable performance of the invoice.

B3.3 The Customer expressly agrees that invoices issued by URS will be sent to the Customer either in written or electronic form. Electronic means, in particular, electronic mail, email (held with the Customer's identification), fax or public data network.

B3.4 If additional costs are incurred (travel, accommodation, fee for interpreter etc.), these costs will be added to the fee for the audit in question.

B3.5 URS is entitled to unilaterally increase the price of the provided services, or the price of the services not yet provided, according to the average annual consumer price index according to the data of the Statistisches Bundesamt published on its website, every 6 months of the duration of the contract starting from the effective date of the contract. The price increase always takes effect from the 1st day of the following month in which, in accordance with this clause, URS announced the use of the price adjustment. For the avoidance of doubt, the contracting parties state that there is no need to conclude an appendix to the contract to adjust the price according to this provision of the contract.

### **B4 Dates and times**

B4.1 The Customer may indicate proposed dates for the performance of audits. URS will review these taking into account its own performance capabilities and the way audits are practiced. The dates given by the Customer are not binding and may not be met by URS. URS and the Customer shall agree binding dates for the audit in due time before the planned audit.

B4.2 As a rule, audits must be carried out at the specified binding dates and times. If the Customer does not cooperate in arranging the audit date and as a result the audit cannot take place or cannot be carried out on time, URS shall be entitled to withdraw from the contract. Such withdrawal shall not affect any further claims for damages or other requirements/obligations. In addition, if the Customer already has a valid certificate, URS shall be entitled to suspend or withdraw the certificate or URS mark.

B4.3 URS reserves the right to charge the Customer an additional fee for cancellation or rescheduling of an audit if the cancellation or request for rescheduling is less than 21 calendar days prior to the scheduled audit date. The fee is set to 50% of the cost of the scheduled audit. If costs are incurred in connection with the audit (travel, accommodation, interpreter costs if applicable) they will be added to the fee.



- B4.4 If the Customer cancels the scheduled audit later than 24 hours before the scheduled start of the audit or interrupts an already started audit or URS cancels the started audit and this cancellation is due to reasons on the part of the Customer, then the Customer is obliged to compensate the costs incurred on the part of URS, in the full amount of the agreed price for the relevant audit.
- B4.5 If serious complications caused by force majeure (riots, military or terrorist events) occur at the location where URS is to carry out the planned audit, URS shall be relieved of its obligation to provide audit services for as long as they occur and to the extent of their consequences, even if delays occur as a result. The Parties are obliged to inform each other of such complications and to adapt their obligations to the changed conditions.
- B4.6 According to GMP+ FC Scheme standard one of the announced surveillance audits during one certification cycle must be replaced by an unannounced audit for certain scopes. Every 12 months, the client may designate 15 days in a given year during which an unannounced surveillance audit cannot be performed. Unless specified in advance, an unannounced surveillance audit cannot be refused. The following notice periods are used for an unannounced surveillance audit: two business days.

## **B5 Appointment of auditors**

- B5.1 URS shall have the right to select and appoint an auditor as appropriate for the client's line of business. However, URS reserves the right to change the auditor(s) to ensure independence and objectivity or, due to unforeseen circumstances, cannot ensure that the appointed auditor is available.
- B5.2 In the event that it is not possible to provide an auditor in the local language for an audit at the Customer's site, URS has the right to provide an interpreter to be present at the Customer's site. The presence of an interpreter may increase the hours of the audit. The Customer must be made aware of these facts prior to the commencement of the Customer audit. If an interpreter is used at the Customer's audit, the Customer will be charged for the cost of the interpreter.
- B5.3 The Customer is entitled to object to the audit being carried out by an auditor appointed by URS only if the cooperation with the auditor is not proceeding properly or if the auditor is not substantially qualified to provide the service. The Customer shall promptly inform URS of the refusal to have the audit performed by the auditor appointed by URS, together with the reasons for the refusal. In such case, URS shall arrange for another auditor who is appropriately qualified.

## **B6 Certification decision**

- B6.1 Following the initial audit or recertification audit or surveillance audit, the URS shall issue a decision to grant a certificate, renew a certificate, maintain a certificate or extend the scope of a certificate (as appropriate). URS shall make an impartial decision based on the recommendations of the auditor and a review of the audit report.
- B6.2 Auditor URS shall prepare an Audit Report on the progress of the certification process for each audit conducted and URS shall provide it to the Customer. The audit report shall be sent electronically by URS to the Customer's contact email.
- B6.3 In the event of a positive decision by URS, the Customer will be issued with a certificate and allowed to use the certification marks and certification logos.
- B6.4 In the event that the Customer fails to meet all the requirements according to the URS assessment, the conditions for receiving the certificate (the certification decision will be negative), i.e. the certificate will be refused or the issued certificate will be withdrawn or suspended URS will inform the Customer of this fact. The granting of the certificate may be subject to additional requirements. For example, the Customer may be required to remedy deficiencies. Deficiencies or opportunities for improvement identified during the audit will be discussed with the Customer during the audit conclusion visit. If deficiencies are identified, the Customer shall carry out a root cause analysis and take any necessary corrective action to address the deficiencies. The condition for obtaining (and also maintaining) the certificate is that the Customer effectively corrects all deficiencies within the time limit set by the auditor and the auditor evaluates these measures positively. An additional requirement may also be a request by the auditor for an Additional Audit, see B1.4.



In such a case, the price of the Additional Audit is EUR 1000 (excluding VAT) plus travel and any other costs associated with the Additional Audit.

B6.5 URS's liability is excluded for any corrective actions implemented by the Customer identified during the audit. Decisions made by the Customer to remedy the findings are the sole responsibility of the Customer.

## **B7 Violation of the certification process**

B7.1 A material violation of the TCC GMP+ FC Scheme and breach of contract is considered to occur when the Customer refuses to cooperate and thus prevents the performance of the contract, and this state of affairs is maintained despite calls for cooperation and the setting of an appropriate deadline (failure to meet requirements to resolve non-conformities, compliance with scheduled audits, special visits); the Customer attempts to misrepresent and submit false information during an audit; bankruptcy proceedings have been initiated against the Customer; the Customer has failed to pay URS recoverable debts in a timely manner and has continued to be in default despite a call. This material breach of the TCC GMP+ FC gives URS the right to terminate the contract without notice, with termination effective upon delivery to the Customer. Upon termination of the contract, the certificate will be withdrawn and registration in the GMP+ International B.V will be cancelled.

B7.2 In the event of termination of the contract before the expiry of its term, or if URS terminates the contract without complying with the notice period for the reasons set out above in clause B7.1 of the TCC GMP+ FC Scheme, URS shall be entitled to demand from the Customer the payment of a contractual penalty in a monetary amount equivalent in amount to 33% of the remuneration to be received for the earliest performance specified in the contract up to the term of the certificate issued, even if no service or part thereof has yet been provided.

B7.3 The Customer and URS may terminate the contract at any time without giving any reason in writing. The termination period shall be 3 months from receipt of the notice. However, the Customer is obliged to give notice under this clause at least 3 months before the next scheduled service under the contract between the Customer and URS.

B7.4 The Customer should also be informed that:

- a change of tax number by the client results in the start of a new certification cycle. A new GMP+ number must be assigned, and a new certification audit must take place.

- the Customer, upon notification of a change of business address, is obliged to conduct an additional audit at the new location.

- the Customer, after receiving information about entry in the GMP+ GMP+ International B.V database, is obliged to check the accuracy of the data in the database. Complaints are accepted by URS up to 3 days after receiving the entry in the GMP+ International B.V database.

## **PART C - USE OF CERTIFICATES, CERTIFICATION MARKS AND URS LOGO**

C1 In the event that the Customer receives a certificate and the URS certification mark/logo from URS, the Customer also obtains the right to use these items in accordance with the provisions set out below.

C2 URS remains the owner of the certificate and the trademark and copyright rights to the certificate. By granting or transferring the certificate, URS does not grant the Customer the exclusive right to use it in the area/scope specified below.

C3 The Certificate may not be used in a manner that could damage URS' reputation or be misconstrued. The Customer undertakes to use the certificate exclusively in accordance with applicable laws, in particular the law against unfair competition. The certificate may be used in the form in which it was granted and delivered. Modifications to the design, color or text are not permitted. The Customer is not authorized to use the certificate in part, i.e. the certificate may only be used in its entirety.



- C4 The Customer shall maintain the relationship between the certificate and the subject matter of the certification and shall represent the certificate only in a way that enables average consumers to perceive it in the context of a label that confirms the inspection, assessment and/or certification of an activity, process, system or qualification. The certificate may only be used in relation to the activities, processes, systems or qualifications to which it has been awarded and solely for the purpose of demonstrating that those activities, processes, systems or qualifications comply with the guidelines against which they have been inspected, assessed and/or certified. The Customer is not authorized to use the certificate for promotional purposes and cannot give the impression that URS has evaluated a particular product. The certificate cannot be used in case of changes in the subject of certification.
- C5 The certificate may only be used during the period of validity stated on the certificate and until the certificate is discontinued or revoked. If the validity period of the certificate expires before recertification, the certificate and the URS mark cannot be used until a new certificate is awarded.
- C6 In the event of revocation or expiration of the certificate, the Customer is obliged to cease using the certificate in any way, in particular to refrain from all advertising activities (company documents, websites, social networks, brochures, catalogues, means of transport and others) that refer to the certificate or the service provided by URS under this title. In addition, the Customer is obliged to return items related to the certification process and the certificate itself, the issuance of which is requested by URS. Customer shall return the original and any duplicate certificates issued by URS upon URS's request.
- C7 URS shall not be liable for any unauthorized use of the certificate.
- C8 In the event that the URS logo appears on a certificate, certification mark or document, the Customer is entitled to use it in accordance with these TCC GMP+ FC Scheme.
- C9 During the initial audit and the award of the certificate, the Customer shall be informed in detail about the rules and possibilities for the correct use of the certification logo.
- C10 A Customer certified to the GMP+ FC Scheme standard is entitled to use the GMP+ logo of the GMP+ International B.V. body. A Customer certified to the GMP+ FC Scheme standard is obliged to comply with the conditions set by GMP+ International B.V.

## **PART D - SUSPENSION, WITHDRAWAL, EXTENSION OR LIMITATION OF THE SCOPE OF CERTIFICATION**

### **D1 Suspension of certificate**

Suspension of a certificate may occur as a result of internal URS processes. URS suspends a certificate if:

- the Customer's certified management system consistently or seriously fails to meet certification requirements, including management system effectiveness requirements
- A certified Customer will sign a contract for a recertification audit (and will not approach the audit) or will not agree to a surveillance audit with the required frequency

Suspension of the certificate shall last until the problems are resolved, the Customer has fulfilled the obligations, the breach of which led to the suspension of the certificate, but not more than 3 months after the suspension of certification.

The Customer shall be informed in writing of the suspension of the certificate.



## **D2 Certificate Extensions and Limitations**

The extension or limitation of the scope of the certificate is based on the Customer's request or on the findings of URS during a surveillance/recertification audit. The Customer is obliged to inform URS of a significant change in the company that could lead to a limitation or extension of the scope of certification.

In the event of notification by the Customer, URS will request to review the company's documentation and make a written decision on the next course of action - see following sections:

- that these are minor changes in the processes or documentation of the Customer's company without affecting the fields of production, the possible extension/limitation of the scope of certification will be consulted with the Customer in the framework of the surveillance/recertification audit;
- if the changes are formal changes in the legal aspects of the company (change of legal form, location address, VAT number, etc.), the company is assigned a new GMP+ number. The changes are checked in the company within the certification audit and a new certificate is issued;
- when major changes have been made that fundamentally affect the production processes or management system processes, a special visit is necessary to check that these changes have been incorporated into the company's process documentation. If the discovery of a possible change in the scope of certification occurs during a surveillance/recertification audit, the head of the audit team shall immediately inform URS by telephone about the situation, which will decide on the procedure according to the above mentioned options.

The Customer shall be informed in writing of the extension or limitation of the validity of the certificate.

## **D3 Withdrawal of certificate**

### **D3.1 Certificate withdrawal occurs automatically if:**

- the Customer has been declared bankrupt;
- the company has been taken over by another entity (e.g. merger, liquidation with a successor etc.);
- the Certification agreement has been terminated by withdrawal or termination;
- the stated period of validity of the certificate has expired and the Customer has not requested an extension (recertification);
- the certificate is misused (by using it for purposes other than those for which it was issued, e.g. for another company not yet certified or for another organizationally separate part of the company not yet included in the subject of certification or for another subject of activity).

### **D3.2 Certificate withdrawal may also occur (URS has the right to withdraw a certificate) if:**

- the certificate suspension period expires without corrective measures being taken by the Customer;
- the surveillance audit proves that the essential prerequisites for certification of the management system are no longer applied by the Customer;
- the surveillance cannot be carried out for reasons arising from the Customer, even after the expiry of the period for corrective measures following the suspension of the certificate;



- the payment for the certification body's performance of the certificate has not been made within the prescribed time limit;
- other grounds for withdrawal arising from the contract with the Customer arise or the Customer breaches, withdraws from or behaves contrary to the agreed subject matter of the contract;
- in the event of withdrawal, URS is also entitled to terminate the contract. This shall not affect any further claims for damages or other claims;

The Customer shall be informed in writing of the suspension of the certificate. The Customer will be required by URS to return the original certificate.

#### **PART E - COMPLAINTS**

- E1 In the event that a Customer wishes to make a complaint about a service offered by URS, they can do so by emailing [complaints@urs.holdings](mailto:complaints@urs.holdings) or [stiznosti@urs.holdings](mailto:stiznosti@urs.holdings).
- E2 All complaints will be duly recorded and investigated, any remedial action deemed necessary will be communicated to the complainant within 30 working days of receipt by URS.
- E3 Customers may also direct their complaints to GMP+ International B.V: <https://www.gmpplus.org/en>.
- E4 URS shall register and keep a record of all complaints communicated to him regarding compliance with the certification requirements and shall make these records available to the certification body upon request. URS should also take appropriate action on the basis of these complaints and any deficiencies found on the products covered by the certification and complete the relevant documentation relating to them.

#### **PART F - APPEALS AGAINST URS DECISIONS**

- F1 The Customer has the right to appeal any URS decision within 30 days. The Customer should email the appeal to: [appeals@urs.holdings](mailto:appeals@urs.holdings) or [odvolani@urs.holdings](mailto:odvolani@urs.holdings).
- F2 URS will document the decision regarding the outcome of a full and thorough investigation and forward it to the Customer within 30 business days of receipt of the appeal.

#### **PART G - CONFIDENTIALITY PROVISIONS**

- G1 All information provided will be treated as strictly confidential and will not be disclosed to any party other than the Certification Body or GMP+ International B.V without the Customer's consent.
- G2 URS manages and processes the Customer's data, including personal data, for the purpose of performing this Agreement. All obligations of confidentiality and protection of personal data are also delegated to URS employees, who are obliged to comply with these obligations.
- G3 The obligation of confidentiality does not apply to information that is already in the possession of the disclosing party, is publicly available, was obtained independently of the parties involved in the contractual relationship relating to the subject matter of the contract or was obtained from a third party without restriction.
- G4 Notwithstanding the foregoing, information that is not considered confidential is information that:





- has become public knowledge without the deliberate cause or fault of the receiving party;
- was lawfully in the possession of the receiving party prior to the conclusion of the contract, unless the information was the subject of another previously concluded information protection contract;
- it is the result of an activity in the course of which the receiving party independently acquired it and can prove that fact by its records, or it is confidential information of a third party;
- it is disclosed to the receiving party after the signing of this agreement by a third party who did not at the same time obtain the information directly or indirectly from the party that possesses it.

G5 URS reserves the right to post publicly available information about certified Customers on its website.

G6 If the certification body is required by law or contractual agreement to provide confidential information relating to the subject of the Customer's audit, the Customer or the affected person is obliged to provide such information to URS upon request, if permitted by law.

#### **PART H - DECLARATION OF IMPARTIALITY**

- H1 URS hereby declares that it understands the importance of maintaining impartiality in carrying out activities related to the certification of management systems and actively manages any potential conflict of interest or threat of conflict of interest.
- H2 URS has approved internal procedures to ensure the objectivity of all management system certification activities. Necessary measures are taken in relation to maintaining impartiality and independence. These are embedded in: the company's strategy and policy, risk analysis, certification decision-making, audit performance, staff evaluation and selection. The independence, impartiality and credibility of URS staff, as well as the management of conflicts of interest and the objectivity of the certification body's activities and decisions, are regularly reviewed.
- H3 URS decisions in the certification process shall always be based on objective evidence of compliance. Interested parties have the opportunity to make a complaint or raise an impartiality issue by contacting [info@urs.holdings](mailto:info@urs.holdings).

#### **PART I - GUARANTEES**

- I1 In the event of a defect, the Customer has the right to have the defective URS service repaired or re-provided. The Customer shall notify URS in writing of the service defect. URS will agree with the Customer a date for rectification of the defect.
- I2 URS is liable for damages resulting from injury to life or health and for other damages resulting from intentional breach of duty or negligence of employees or employees entrusted with the performance of a given duty by URS.
- I3 The URS has liability insurance to the extent of the subject matter of this contract in the amount of EUR 0,5 million for each individual claim. The liability insurance also covers unintentional gross breach of contractual obligation. A gross breach of a contractual obligation means an obligation, the breach of which may jeopardise the achievement of the purpose of the contract and which the contracting party continuously expects to be fulfilled. For the purposes of this contract, the parties limit the damage which is foreseeable and typical for this contract to a maximum amount of EUR 0,5 million for each individual loss. The liability of URS in excess of this amount is excluded.



## PART J - EARLY WARNING SYSTEM FOR GMP+ FC Scheme (EWS)

- J1 In the event of a misconduct failure to comply with the specified contaminant level, the Customer shall report this to their Certification Body [ews@urs.holdings](mailto:ews@urs.holdings), the relevant authorities and GMP+ International B.V and send an EWS report within 12 hours of confirmation of contamination.