QS. Ihr Prüfsystem für Lebensmittel.

Basic agreement

on Laboratory Activities in QS Residue Monitoring

QS Fachgesellschaft Obst-Gemüse-Kartoffeln GmbH, Schedestraße 1-3, 53113 Bonn, legally represented by Managing Director Dr. Hermann-Josef Nienhoff,

- hereinafter referred to as "QS" -

and

Bucciarelli Laboratori srl, Zona ind. Le Basso Marino 112, 63100 Ascoli Piceno, Italien,

- hereinafter referred to as "the laboratory" -

conclude the following basic agreement:

QS is scheme owner and vehicle of the QS Quality Scheme for Food, referred to hereinafter in brief as "QS scheme" that covers all stages of a product lifetime. The standards defined by the scheme owner set forth stringent, verifiable production and marketing criteria for all stages of the value chain. The QS scheme is distinctive for its cross-stage monitoring of these criteria and the traceability of the products and the food manufactured from them.

In all production stages of the value-added chain compliance with the requirements determined in the QS residue monitoring is controlled by means of residue analyses. Laboratories approved by QS conduct these residue analyses by order of scheme participants, other companies eligible for deliveries into the QS scheme as well as coordinators.

Against this background QS and the laboratory agree as follows:

§ 1 Object of the agreement

This basic agreement regulates the integration of laboratories in the QS scheme and the use of the QS certification mark by the laboratories.

The requirements of the QS scheme are laid down in the QS scheme manual in its currently valid version. The style guide for the QS certification mark is also a part of the QS scheme manual.

The currently valid version of the QS scheme manual is available in the internet under www.q-s.de.

§ 2 Rights and Obligations

QS and the laboratory have rights and obligations arising from this basic agreement.

1. QS

   a) approves the laboratory for conducting residue analyses within the QS residue monitoring.

   b) will provide the laboratory with documentation in the form of the QS scheme manual, in particular the *guideline residue monitoring fruit, vegetables, potatoes*, which determines the detailed structure of the laboratory activities.

   QS is entitled

Basic agreement

aa) to amend the QS scheme manual (revisions), in particular the *guideline residue monitoring fruit, vegetables, potatoes* to the extent necessary when the administration of the QS scheme so requires and the amendment can be reasonably expected for the laboratory.

bb) to amend the schedule of fees for laboratories, in particular to adapt the fees to general price developments.

QS will always give the laboratory written notification of such changes in a timely manner. In addition, QS will inform the laboratory about current developments within the QS scheme during regularly held information events.

c) will provide the laboratory a centralized database for the scheme-internal exchange of data.

d) is entitled to control the processes within the laboratory which are relevant for QS approval or have them checked by a third party commissioned by QS.

e) is entitled to carry out measures (e. g. mystery laboratory analysis, auditing of the laboratory) in the scope of its scheme integrity system (SIKS) to control the activity of the laboratories within the QS residue monitoring.

QS can unilaterally request the laboratory to send retention samples relevant for the QS-scheme to another laboratory determined by QS to carry out a follow-up examination.

f) is entitled all rights to all data collected in connection with the performance of this basic agreement, as well as all rights to the evaluations made in relation between QS and the laboratory on the basis of this data. QS can request the laboratory at any time to hand over all of the data collected in connection with the performance of this basic agreement. The laboratory has no rights of retention in any instance.

The laboratory is entitled to hand over the data collected in connection with the performance of this basic agreement at the request of the commissioning scheme participant, company eligible for deliveries into the QS scheme or coordinator.

g) is entitled to electronically store and if necessary process all data of the laboratory for the purpose of operating the QS scheme.

h) is entitled to forward any conspicuousness and violations against the requirements of correct laboratory activities for information towards the relevant accreditation body, in so far as data transfer is necessary to ensure a correct conduct of laboratory activity within the QS scheme.

i) will be held liable for intent or gross negligence committed by itself or agents.

2. The laboratory

a) is obliged to conduct its laboratory activities in the QS scheme in compliance with the requirements of the QS scheme manual, with particular attention to the requirements outlined in the *guideline residue monitoring fruit, vegetables, potatoes*, and to fulfil the commitments towards QS defined there.

b) will follow up independently any changes of the scheme requirements (revisions) by regularly referring to the QS scheme manual and implement them within the laboratory.

c) forwards all accreditation and/or supervision reports respectively that are relevant for the QS scheme to QS in a timely manner without being requested to do so. At unilateral request of QS the laboratory will present all documentation relating to its accreditation. Furthermore, the laboratory grants the

Basic agreement

right to participate in accreditation or supervision investigations made by the responsible accreditation body towards a staff member of the QS office or towards a third party commissioned by QS.

d) grants QS and/or a third party commissioned by QS within the scope of the control activities required by the QS scheme, in cases of doubt or imminent danger free access during regular business hours to its business premises, offices, personnel and all drawings and registers on the basis of which compliance with and/or application of the requirements of the QS scheme can be proven. The laboratory is obliged to provide scheme-relevant information without delay.

e) will inform QS without delay about critical incidents relevant to the QS scheme. Critical incidents are occurrences relevant to the QS scheme representing an endangering of human, animal, environment, property values or of the QS scheme as a whole or incidents representing a possibility of risk for the above-named.

f) commits itself, according to the *guideline residue monitoring fruit, vegetables, potatoes,* to participate in the laboratory performance assessment and to recognize the conditions of participation to maintain its recognition in the QS residue monitoring.

g) will only commission a subordinate laboratory with a residue analysis within the QS residue monitoring if QS has given its advance written consent to subcontracting of this kind.

   The laboratory is aware that the rights and obligations arising from this basic agreement apply only to the laboratory itself. QS can approve subcontracts according to the *guideline residue monitoring fruit, vegetables, potatoes.*

h) is obliged to forward the data collected in connection with the performance of this basic agreement to QS through the channels outlined in the *guideline residue monitoring fruit, vegetable, potatoes* or QS scheme respectively.

i) is obliged to commit its personnel to comply with the relevant legal data protection provisions and observe strict secrecy regarding all knowledge and results acquired from QS or a QS scheme participant in oral, visual, written or other form, for an unlimited period extending beyond their term of employment.

   This applies in particular to secrecy in regard to analysis results within the QS residue monitoring. The laboratory will provide written evidence of its employees' obligation towards QS in this regard if requested.

j) is obliged to compensate all direct or indirect damage incurred by QS in connection with the performance of this basic agreement due to the infringement of an obligation attributable to the laboratory.

   The right to assert more extensive claims remains expressly reserved by QS.

k) must for the duration of this basic agreement and collaboration with QS, take out appropriate insurance cover which reflects the economic significance and related liability risks.

   Evidence of insurance cover of this kind must be provided by the laboratory without request at the time this basic agreement is signed and prior to every extension thereto, as well as at the unilateral request of QS.

l) is obliged to notify QS without delay about all and any changes which affect the prerequisites for approval within the QS residue monitoring.

Basic agreement

§ 3 Use of QS certification mark

1. The laboratory is entitled to use the QS certification mark

   a) to identify analysis reports it issues to scheme participants and other companies eligible for deliveries into the QS scheme.

      The right to use the QS certification mark is restricted to its use within the scope of the laboratory activities within the QS residue monitoring to which the laboratory is approved for according to the provisions of the QS scheme manual.

   b) in an appropriate form for its own advertising purposes for the laboratory activities it offers, whereby the QS certification mark may only be used in connection with those laboratory activities which the laboratory is approved for within the QS scheme.

2. The right to use the QS certification mark can be revoked at any time. It is non-transferrable and non-exclusive.

3. The laboratory is obliged to use the QS certification mark only in accordance with the provisions of the style guide in the QS scheme manual. The laboratory must avoid all misinterpretation when using the mark.

   QS is entitled to alter the style guide unilaterally. QS will notify the laboratory of any changes without delay, in advance if possible.

4. QS is entitled to request that the laboratory provides evidence of the manner in which the QS certification mark is being used.

5. If the laboratory infringes the agreed provisions regarding the use of the QS certification mark, in particular through unauthorized use, disparagement, non-compliance with the style guide or use of the mark in a manner which is anti-competitively, QS can prohibit the laboratory from using the QS certification mark with immediate effect and reserves the right to take further measures as necessary.

§ 4 Sanctions

1. In case of a violation against this basic agreement or the QS scheme manual, QS can issue a warning to the laboratory or call the sanction board formed at the scheme owner.

   In the case of severe violations QS is allowed to initiate immediate measures against the laboratory according to the rules of sanction procedure which are part of the QS scheme manual.

2. The sanction board decides on sanctions against the laboratory according to the rules of sanction procedure. The laboratory is granted the opportunity of a written statement within the scope of sanction procedure.

   The decisions of the sanction board are justified in written form and forwarded to the laboratory in writing.

3. In the case of violations, the sanction board is allowed to

   a) issue warnings,

   b) order the participation in additional training measures and the absorption of any costs arising in this context,

   c) order the conducting of additional supervision measures and the absorption of any costs arising in this context,

   d) impose contractual penalties in the amount of up to 50,000 EUR,

   e) impose a temporary embargo on the laboratory, alternatively to recommend an ordinary or extraordinary termination of this basic agreement.

   A contractual penalty in the amount of up to 50,000 EUR can be imposed by the sanction board in particular in the case of violation against the obligation of confi-

Basic agreement

dentiality by the laboratory according to § 2, Para. 2 i) of this basic agreement. Evidence of concrete damage is not required.

The laboratory is obliged to comply with the decisions of the sanction board in particular to pay the contractual penalties. QS is responsible for the implementation of decisions.

4. § 6, Para. 6) applies analogously

§ 5 Fees

1. QS will charge the laboratory an annual fee in line with the currently valid version of the schedule of fees for laboratories for the performances outlined in § 2, Para. 1 and § 3. The schedule of fees valid at the time the contract is concluded is enclosed with this basic agreement. The laboratory is obliged to pay the fee to QS within the stipulated deadline.

2. The laboratory will be reimbursed for its residue analyses on the basis of separately placed orders by the scheme participants, coordinators and other companies eligible for deliveries into the QS scheme. This basic agreement does not entail the right to claim remuneration from QS.

§ 6 Term of agreement and termination

1. The basic agreement comes into effect with its signing. It has a fixed duration of one year.

2. The basic agreement will be extended every year by a further year unless one of the parties to it gives notice of termination with a period of notice of three months to the end of its current period. Notice must be given per registered letter.

3. If any contractual obligations are substantially altered through measures taken by QS in accordance with § 2, Para. 1 b), the laboratory has the right to object to the alteration within a period of two weeks from the receipt of the notice of amendment.

   If the laboratory raises an objection, QS has the right to terminate this basic agreement for an important reason without complying with a period of notice.

4. Irrespective of the agreement on its duration, the basic agreement and related approval of the laboratory to conduct residue analyses within the scope of the QS residue monitoring are subject to

   a) the accreditation of the laboratory according to DIN EN ISO/IEC 17025 in its currently valid version. The test methods in the currently valid version of the *guideline residue monitoring fruit, vegetables, potatoes* must be part of the accredited area of activity of the laboratory. If accreditation is withdrawn, the basic agreement will immediately be regarded as terminated and the related approval to conduct residue analyses within the QS scheme as cancelled without the need of a termination.

   b) successful participation in the laboratory performance assessment according to the *guideline residue monitoring fruit, vegetables, potatoes.* If the laboratory cannot prove successful participation in the laboratory performance assessment, the basic agreement and the related approval within the QS residue monitoring are regarded as terminated without the need of termination. In such a case, laboratory will completely stop its activity within the QS residue monitoring within a period of four weeks after being informed about the withdrawal of the approval.

5. The right to extraordinary termination for important reason shall be unaffected. An important reason shall in particular exist if

   a) one contracting party violates a fundamental provision of the present agreement and fails to discontinue the violation despite a written warning or a sanction imposed by the sanction board, to the extent that such is reasonable.

Basic agreement

b) the laboratory does not comply with a sanction imposed by the sanction board.

c) the laboratory and/or its legal representative have been convicted in the first instance of a culpable and punishable infringement of a food law or other regulation which is of significance for the performance of this basic agreement or for the value and status of the QS scheme.

d) the laboratory is in default of assets, in particular if insolvency proceedings have been initiated against it or have not been initiated due to a lack of assets.

e) a legal successor takes over from either party, be it by way of inheritance, takeover of property or for other reasons.

6. QS is allowed to inform the market players if

a) the contractual relationship and the related approval of the laboratory for conducting residue analyses connected with it are ended by ordinary termination, by extraordinary termination or according to the provisions of subsection 4.

b) QS issues a written warning or the sanction board imposes a sanction in the course of a sanction procedure towards the laboratory because of a violation against the present basic agreement and the QS scheme manual.

The laboratory expressly declares its agreement herewith.

§ 7 Place of performance and place of jurisdiction

1. The present agreement shall exclusively be governed by German law.
2. Place of performance and place of jurisdiction for all disputes resulting from the contractual relationship shall be the domicile of QS, to the extent that such an agreement is legally admissible.

§ 8 Final provisions

1. The laboratory confirms that it has received a copy of this basic agreement with enclosures and that it acknowledges the enclosures as an effective part of the contract.
2. Verbal side-agreements to the present agreement do not exist. Amendments and supplements shall require written form in order to become effective as far as this basic agreement does not allow anything else. Parties can only waive the requirement of written form by a written agreement.
3. If individual provisions of the present agreement prove to be ineffective, the validity of the remainder of the agreement shall not be affected. In such a case, the agreement shall be supplemented in such a way that the economic purpose pursued with the ineffective provision is achieved. The same shall apply if a loophole requiring filling becomes apparent in the performance of the agreement.
4. This basic agreement replaces all previously signed basic agreements and displaces them.

Basic agreement

Bonn, 16.04.2020
Place, date

QS Fachgesellschaft Obst-Gemüse-Kartoffeln GmbH
Schedestraße 1-3 · 53113 Bonn
Postfach 190172 · 53037 Bonn

QS Fachgesellschaft
Obst-Gemüse-Kartoffeln GmbH

Ascoli Piceno (Italia) 06/04/2020
Place, date

Laboratori S.r.l. uni personale
Zona Ind.le Basso Marino, 112
63100 ASCOLI PICENO
P.I.: 02202150447

Laboratory
(signature legal representative/stamp)

Enclosures

- Schedule of fees for laboratories
- Style guide QS certification mark