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

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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