

## Terms and conditions for pastus<sup>⊕</sup>-certified companies

### Taking into account the following:

- GMP+ International manages the GMP+ Feed Safety Assurance scheme, which stands for a reliable, independent, chain-oriented, high level use of principles for feed safety assurance throughout the whole feed chain world-wide.
- The participant has been certified according the pastus<sup>⊕</sup>-scope(s):
  - production of compound feed / mobile grinding and mixing systems
  - production of feed materials
  - trade in animal feed
  - storage and transshipment of animal feed
  - transport animal feed, road transport

of Agrarmarkt Austria Marketing GesmbH (AMA-Marketing) and want to be able to deliver feeds or supply services to companies certified according the GMP+ Feed Safety Assurance scheme.

- GMP+ International and AMA-Marketing have an bilateral agreement of mutual recognition, enabling pastus<sup>⊕</sup>-certified companies to get a GMP+ registration under certain conditions without additional auditing.

### The “affiliated participant” agrees the following:

#### Article 1 – Scope of the agreement

1. The participant is, complying with the following conditions:
  - in possession of a valid pastus<sup>⊕</sup>-certificate issued by a certification body recognized by AMA-Marketing for scope(s) mentioned above
  - currently approved within the pastus<sup>⊕</sup>-scheme
  - an audit is carried out once a year at least
  - GMP+ International is allowed to carry out audits on the location(s) of the participant in cooperation with AMA-Marketing.
2. The participant is allowed to deliver the products and services certified under pastus<sup>⊕</sup> to GMP+ certified companies.

#### Article 2 – Registration

1. The participant provides GMP+ International with the name, address, client number and scope of certification of all locations which intend to deliver to GMP+ certified companies.
2. Also for each participant a telephone number is provided, so the participant can be reached immediately in case of emergency (a „24/7“-number).
3. The participant informs GMP+ International immediately in writing or digital of any change to the information specified in the first section.

4. The participant informs GMP+ International in writing within 24 hours of the name, address and client number of all locations of businesses whose certificate of approval has been subject a sanction. GMP+ International is empowered to actively inform interested parties accordingly.
5. The participant is allowed to inform GMP+ International about the information mentioned before via AMA-Marketing.
6. GMP+ International publishes the information specified in the sections above in the GMP+ companies database.

### **Article 3 – Use of designations and collective logo**

1. The registered pastus<sup>®</sup>- participant is not entitled to use GMP+ designations and the collective logo “GMP+ Feed Safety Assurance”
2. GMP+ International is authorised to bring a claim against any person who, without proper entitlement, makes use of a joint logo or any of the associated symbols.
3. GMP International claims costs back which are made to correct any violations of GMP+ designations and GMP+ FSA scheme logos from organizations or companies which made the violation.

### **Article 4 – Registration fee**

1. The participant is required to pay annually the registration fee per company location and per specified scope to GMP+ International as specified in *GMP+C4 Tariffs*). The registration fee covers all the costs incurred registration in the GMP+ company database and related administration and the associated support activities. The payment should be made within 30 days of the invoice date.
2. If the registration of a participant’s location relates to multiple scopes then, for the second scope, 40% of the appropriate applicable amount is due. In these cases the highest amount is due in full and the discount applies to the lower tariffs. All amounts are exclusive of VAT.
3. GMP+ International is entitled to adjust the applied annual registration fees every year from January 1<sup>st</sup> under the condition it is published one month at least in advance.

### **Article 5 – Liability and disputes**

1. The GMP+ International and the participant indemnify each other against mutual liability or third party liability for any direct or indirect damage resulting from the execution of the agreement, unless the damage can be imputed to an party the damage is limited to the maximum amount of the party’s liability insurance.
2. The disputes procedure published as *GMP+ A4 Disputes Procedure* is applicable in the event of disputes of the participant and GMP+ International.

## **Article 6 – Start, duration and termination**

1. This agreement has a period of validity of 1 year and is deemed to take effect on the date the participant signs it.
2. The validity will be prolonged with another 1 year unless it is terminated by either party giving of two month's notice in writing to the other.
3. GMP+ International can initiate termination of this agreement without a period of notice if the participant does not comply, or does not comply after repeated warnings, with that which is determined in this agreement. Notice of immediate termination shall be given in writing.
4. This agreement may be adapted at any time and the adaptation is applicable if it is signed by GMP+ International and will apply from the date specified in the adapted agreement.
5. This agreement is basically linked to the bilateral agreement GMP+ International has signed with AMA-Marketing. In the case that the underlying agreement between the scheme owner and the relevant other scheme owner is cancelled the validity of this agreement expires simultaneously.
6. There are no oral ancillary agreements to this agreement. Amendments and supplements must be in writing in order to be effective as long as this agreement does not describe otherwise.

Rijswijk, March 2018