

Delivery Terms and Conditions of Genossenschaft der Öko-Bauern eG

The goods supplied must be grown and processed in accordance with the applicable EU Organic Farming Regulation (EU) 2018/848, including all subsequent amendments.

All required certificates must be submitted prior to delivery of the goods:

From the Producer (Grower):

1. Organic certificate (activated in the BioC database!).
2. Global GAP, QS, or QS-GAP certificate for the product being supplied.
3. Social certification: GRASP or Letter of Conformance issued under Global GAP or FIAS issued under QS or a valid certificate verifying compliance with the specific social standards of the Naturland and Bioland organic farming associations, if products are supplied to the conventional food retail sector
4. Where applicable: Organic farming association certificate and „Regionalfenster“ participation declaration issued by the cooperative

From the Packing Facility (washing, sorting, grading, etc.):

- Organic certificate
- Food safety/hygiene certificate (e.g. IFS Food with unannounced audits, or IFS Wholesale Plus / Cash & Carry). QS or Global GAP certification covering product handling is only sufficient where exclusively self-produced goods are processed
- Where applicable: Organic farming association certificate.

From the Trader:

- Organic certificate.
- IFS Broker or QS Wholesale certificate.
- Where applicable: Organic Farming association certificate.

Where the supplier is not the producer delivering its own produce directly to the cooperative, the supplier shall, without being requested to do so, provide information on the entire supply chain (cultivation, washing/sorting, trading, etc.), including all relevant certifications. Further information is available from the cooperative's Quality Management (QM) department.

The supplied goods must not contain any residues or contaminants that are prohibited in organic farming.

A guidance value of 0.010 mg/kg for each active substance (without tolerance range) shall apply. All delivered goods automatically participate in the residue monitoring programme of both the cooperative and its customers. Should residues be detected, the marketability of the goods will be assessed. The cooperative shall determine whether the goods are to be blocked, returned, or used for another purpose. Additional requirements must also be met, including, for example, nitrate limits (potatoes: 500 mg/kg fresh weight) and the absence of substances listed on the customer's negative list. The cooperative reserves the right to charge the supplier for any laboratory analysis costs incurred as a result of a positive finding. To avoid duplicate sampling, suppliers are requested to submit any existing analytical test results for the goods prior to delivery. Further details are available from the cooperative's Quality Management (QM) department.

Quaternary Ammonium Compounds (QACs): The supplier shall ensure throughout the entire supply chain that the goods are free from Benzalkonium Chloride (BAC) and Didcyldimethylammonium Chloride (DDAC). These substances are commonly found in plant strengthening products, cleaning agents, and disinfectants.

Product Specification: The products supplied shall be of sound, marketable quality and comply with all applicable food and feed legislation. Unless otherwise agreed, raw materials purchased by the cooperative will be processed in accordance with the customer's specifications (e.g. UNECE Class I or Class II standards). Payment shall be made only for the quantity of goods sold. Specific details, including but not limited to accepted deductions, prices, and special requirements, shall be agreed for each individual delivery.

Traceability: The supplier shall ensure full traceability of the goods back to the field of production. Upon request, the supplier shall provide information from the field records ("Schlagkartei") at any time.

Package Labelling: Each package (crate, Big Bag, etc.) must be labelled with the following information: Product, producer's name, organic control code number, harvest date, delivery date, field, variety, organic farming association (where applicable), Regionalfenster (where applicable), batch number (assigned by the cooperative).

Each delivery must be accompanied by a delivery note containing at least the following information: Date, product description, including the organic farming association (where applicable), organic inspection body code number, globalG.A.P./QS identification number, quantity, variety (for potatoes), country of origin, Regionalfenster including the region (where applicable), producer's name and address.

Where required, the cooperative's standard Goods Accompanying Document ("Warenbegleitschein") template may be used.

Where transport companies are used, they must hold valid certification in accordance with either IFS Logistics or QS Logistics.

Quality Agreement for Transport to Prevent Contamination of Organic Products:

Transport vehicles must be suitable for the transportation of fresh vegetables and potatoes. This includes, in particular, maintaining product-appropriate temperatures and storage conditions. Transport vehicles must be cleaned prior to each loading. It must be ensured that previous loads cannot cause any biological, chemical, or physical contamination of food products (e.g. chemicals, fertilizers, pesticides, or metal shavings). Raw food materials must not be transported if the immediately preceding load consisted of any of the following: Toxic or corrosive substances, slaughterhouse waste, glass, metal shavings, asbestos-containing materials, animal protein or fertilizers, chemically treated loose seed, sewage sludge, household waste, food waste, or similar materials. In addition to the requirements of EU Regulation (EC) No. 852/2004 on the hygiene of foodstuffs and EU Organic Regulation (EU) 2018/848, the last three previous loads must not have included products that present a contamination risk to organic products, such as conventionally grown (industrial) potatoes treated with chlorpropham (CIPC), flowers, or genetically modified (GMO) products. These requirements shall apply accordingly to all transport containers used.

During loading and transport, cargo must be secured in accordance with transport and road safety regulations. The permissible axle loads and maximum gross vehicle weight must be observed at all times; vehicle overloading is prohibited. Failure to comply may result in fines and penalty points for the driver, vehicle owner, loader, and contracting party. The hygiene requirements of the unloading facility must be observed.

Delivery times must be agreed in advance with a member of the Cooperative's Purchasing Department.

Delivery Temperatures: **2–6°C:** Broccoli, fennel, carrots, parsnips, leeks, celery, cabbages, lettuce, radishes. **7–11°C:** Potatoes (depending on the variety), zucchini, onions. A maximum temperature deviation of **5°C** is permitted. However, the product temperature must **never fall below 1°C**. Exceptions may be agreed upon in advance, for example for freshly harvested produce.

The following charges apply for proper disposal: €2.50 per Big Bag plus applicable VAT, €2.50 per disposable pallet plus applicable VAT. Depending on the circumstances, suppliers may also be required to contribute to storage and freight costs. Lots of very poor quality products may be rejected upon receipt. Any return transport shall be at the supplier's expense. Where poor-quality lots are accepted, additional sorting charges may be applied by prior agreement. For potatoes, the standard sorting charge is €2.50 per decitonne (100 kg) plus VAT. Where more than 50% of the lot is rejected during sorting, the charge shall be €3.50 per decitonne (100 kg) plus VAT. A wear-and-tear charge of €4.00 shall be applied each time cooperative-owned crates are filled.

Payment Terms: Payment is due within 40 days net from the date of delivery.

The supplier grants the purchaser and the purchaser's customers the right to conduct audits for the purpose of verifying the supplier's quality assurance system. Any changes relating to production, certification, or similar matters shall be communicated to the Cooperative without delay.

The supplier undertakes to comply with all applicable corporate, human rights, and environmental due diligence obligations (Code of Conduct) and confirms that its business activities are conducted in accordance with all applicable legal requirements (Compliance). This includes, for example, the annual harvested crop certificate issued by Saatgut-Treuhandverwaltungs GmbH (STV).

Data Protection: Information regarding the processing of personal data is available at <https://www.genossenschaft-der-oeko-bauern.de/datenschutz/>

The place of performance and the exclusive place of jurisdiction shall be the registered office of Genossenschaft der Öko-Bauern eG.

The above delivery terms and conditions shall be deemed accepted automatically upon delivery of goods to Genossenschaft der Öko-Bauern eG.