

General Terms and Conditions

1. Scope of application

InfoXgen, the division for inputs evaluation of EASY-CERT services GmbH (*InfoXgen* for short), runs a publicly available online database which provides information on the use of inputs in organic farming and in the production of food without the use of genetically modified organisms.

The evaluated products are published online and also in printed form. The aim is to offer users of inputs comprehensive information on the possible use of the evaluated products. For this reason, *InfoXgen* is looking for further forms of publication in cooperation with other organisations, such as in the European Input List, or new technical possibilities, such as by developing apps. *InfoXgen* determines the type, time and scope of publication. Producers do not have a legal claim to registration of the submitted products in the database.

2. Responsibilities

An interested business can enter into an agreement for the evaluation of inputs with *InfoXgen* on the basis of these General Terms and Conditions (in the following referred to as the “Contracted Business”). The parties to the agreement undertake the following tasks:

2.1 InfoXgen

InfoXgen evaluates inputs for their suitability to be used in organic farming on the basis of the EU Organic Regulation (EC) No 834/2007 as amended and of guidelines set by organic farming associations and operators of private brand programmes.

As a joint initiative with other organisations, inputs for the “biologisch gärtnern” (organic gardening) quality label are also evaluated and published on the basis of the EU Organic Regulation and other criteria.

Moreover, *InfoXgen* evaluates and lists inputs that are suitable to be used for GM-free production on the basis of the Austrian Codex guideline for the definition of “GM-free production” of foods and their labelling, as amended. In respect of these products, *InfoXgen* also determines the type, time and scope of publication.

In addition, *InfoXgen* may perform evaluations on the basis of other legal frameworks or other requirements such as brand programmes of customers.

InfoXgen is part of the network of the European Input List, operated by FiBL Switzerland (Forschungsinstitut für Biologischen Landbau Stiftung), FiBL Germany (FiBL Projekte GmbH) and FiBL Europe (FiBL = the Research Institute of Organic Agriculture). For the purpose of evaluating the products, these network partners of the European Input List are permitted to inspect documents relevant for evaluation.

2.2 The Contracted Business

The Contracted Business is liable for the correctness of the data provided and for the fact that the products have been authorised for sale for the indicated purpose of use under applicable legislation.

In the event of any changes with regard to the products (formulations, designations, etc.) or the corporate structure, the Contracted Business must inform *InfoXgen* thereof without delay. The published data are amended at the written request of the Contracted Business.

In the event that the Contracted Business submits incorrect information to *InfoXgen* for publication, the Contracted Business fully indemnifies and holds *InfoXgen* harmless against any and all claims brought by third parties in that regard.

3. Cooperation with partner organisations

InfoXgen can enter into cooperation agreements with partner organisations with regard to the scope of application described above, i.e. the evaluation and publication of inputs. These cooperation agreements must define the responsibilities of the partner organisations, and the confidential treatment of business and product data in accordance with the applicable legislation on data protection must be ensured.

4. Listing in the database, and data protection

InfoXgen undertakes to treat all information and documents made available by businesses for the purpose of product evaluation and not intended for publication as confidential.

The type, contents and formatting of the data to be provided by a business in the course of product registration are determined by *InfoXgen*. Samples of the products submitted may be requested for analytical examinations.

In the case of inputs certified in accordance with the EU Organic Regulation (EC) No 834/2007 (e.g. compound feed), the organic status must be proved by a valid organic certificate issued by an EU-approved inspection body.

Proof by means of a valid certificate may also be required for products suitable for the GM-free production of food.

InfoXgen is obligated to process any and all data provided with care. With regard to the services undertaken to be performed by *InfoXgen*, *InfoXgen* is liable only in the case of wilful intent and gross negligence.

For the purpose of enabling experts to evaluate the products, the businesses referred to in 2.1, which are organised as network partners of the European Input List, are given access to all relevant data provided by a Contracted Business. These businesses are obligated to keep these data confidential.

In case it is necessary to disclose data to third parties for the purpose of performing an agreement with partner organisations as referred to in item 3, *InfoXgen* must ensure that data are disclosed exclusively on the basis of an agreement pursuant to Article 28 of the GDPR (processor) to be entered into prior to disclosure.

Personal data are also processed when a Contracted Business is included in the database and the products that are the subject matter of the agreement are submitted for listing. Such data processing operations are required to perform the agreement. The lawfulness of processing is based on Article 6 (1) point (b) of the GDPR. Moreover, such data can be used to inform

customers about new products and services offered by EASY-CERT services GmbH in its scope of activities. In that case, data are processed on the legal basis of Article 6 (1) point (f) of the GDPR. The privacy policy of *InfoXgen* can be found at <http://www.infoxgen.com/datenschutz>.

5. Delisting of products

If there is suspicion that substances contained in a product do not correspond to information provided on the product or that incorrect information was provided, or if there are other reasons giving rise to suspicion, *InfoXgen* will consult with the business concerned. If the suspicion is confirmed, the product will no longer be listed and published by *InfoXgen*.

A product may be delisted also if it no longer meets the requirements of being listed in the database for other reasons, e.g. legal, technical or financial reasons, or if the logo is not used correctly.

Irrespective thereof, listing can be ended at the request of the Contracted Business.

6. Use of the InfoXgen logo

Once products have been listed in the database run by *InfoXgen*, the business is entitled to label them with the *InfoXgen* logo in the version provided by *InfoXgen* and in accordance with the terms of use. The terms of use are published on the website of *InfoXgen*.

In the event of any misuse of the logo, the business will be made aware of such misuse, and an amicable solution will be sought.

In the event of any subsequent breaches or if no amicable solution can be reached, the business is liable to pay a contractual penalty in the amount of 10% of all sales revenues resulting from the wrongly labelled product, but at least €1,000. This contractual penalty cannot be reduced by a judge in court proceedings.

Furthermore, *InfoXgen* is entitled to remove the products from the database with immediate effect if the logo is misused.

7. Rates for listing in the database

The applicable rates form an integral part of these General Terms and Conditions. The fees are due for payment upon the issue of an invoice. The current rates are published on the *InfoXgen* website.

If unpaid invoices are not paid, are not paid completely or not paid in time, *InfoXgen* is entitled to delist the products submitted.

8. Binding effect

The Contracted Business accepts the General Terms and Conditions of *InfoXgen* by signing the Agreement and Order for the Evaluation and Publication of Inputs.

Any amendments and/or additions to these General Terms and Conditions and other provisions of the agreement must be in writing to take effect. This also applies to a waiver of the written form requirement.

The contractual relationship is governed by Austrian law. The place of jurisdiction is Korneuburg.