

	<b>Document Name:</b>	<b>Document Nr</b>	<b>PR 24 – FR 07</b>
	<b>GLOBALG.A.P AUDIT AND CERTIFICATION AGREEMENT</b>	<b>Date of Publish :</b>	<b>23.04.2018</b>
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## EKOINSPEKT Uluslararası Belgelendirme Denetim Gözetim Teknik Kontrol ve Eğitim Hizmetleri Limited Sirketi

### 1. COUNTERPARTY

<b>Company Name</b>	EKOINSPEKT Uluslararası Belgelendirme Denetim Gözetim Teknik Kontrol ve Eğitim Hizmetleri Limited Sirketi
<b>Address</b>	Kazım Dirik Mah.184.sk No:60 Hasan Bey Apt.Kat:6 Daire:11 Bornova/İzmir-TÜRKİYE
<b>Telephone</b>	+090-232-374 06 07
<b>Fax</b>	+090-322- 458 81 30
<b>Releated person/addition</b>	Mustafa ÇETİNKAYA-Company Manager
<b>Tax Office / Tax ID</b>	BORNOVA V.D. 1760393432

### 2. COUNTERPARTY

<b>Client Name ( Producer or Producer group)</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>Releated person/addition</b>	
<b>Agreement Number</b>	EKO-TR-GG-GRP-(CITY)-(LICENCE PLATE)-PRICE EURO+VAT-tax-assessment
<b>Date of draw up</b>	

This agreement.....is between (hereinafter "client" or "producer ") and EKOINSPEKT Uluslararası Belgelendirme Denetim Gözetim Teknik Kontrol ve Eğitim Hizmetleri Limited Sirketi (hereinafter referred to as" EKOİNSPEKT ") and GLOBALG.AP IFA VER. 5.2 and 5.4 Inspections on (hereinafter referred to as "GLOBALG.A.P") its subject, have been prepared for the registration of the producer and certification services. If the offer is signed, it becomes a agreement.

### 1- BASIS

This agreement has been mutually concluded according to normative documents named TS EN ISO / IEC 17065 and GLOBALG.A.P IFA ver. 5.2 and/or 5.4 General Regulations.

### 2- PURPOSE OF THE AGREEMENT

This agreement is made with purpose to determine the responsibilities of EKOINSPEKT and the client, the producers who want to obtain GLOBALG.AP certification by EKOINSPEKT, the control and certification body authorized by the GLOBALG.AP secretariat FoodPLUS GmbH (hereinafter referred to as the "secretariat"), to the producer be controlled accordance with the provisions of the General Regulation of GLOBALG.AP (hereinafter referred to as the "Regulation") and the GLOBALG.AP Control Points and Compliance criteria

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published by the secretariat, and the certification of the producer who is determined to produce in accordance with the provisions of the regulation.

### 3- SCOPE OF THE AGREEMENT

This agreement covers the ..... products that are certified according to GLOBALG.A.P. IFA ver. 5.X standard, in total ..... for the 20XX production season. The agreement starts on... /... / ..... and ends on... /... / .....

## 4. REALISE OF AUDIT, REGISTRATION AND CERTIFICATION SERVICES

### 4.a REGISTRATION

In order to apply / continue the GLOBALG.AP certification program (hereinafter referred to as "GGBP"), the areas / animals / products declared to EKOİNSPEKT in the application form are submitted by EKOİNSPEKT in the GLOBALG.AP database (<http://database.globalgap.org>) will be registered within 28 days at the latest.

### 4.b DOCUMENTS, LEGISLATION AND REGULATIONS TO BE APPLIED

EKOİNSPEKT Certification Procedures, GLOBALG.A.P General Regulations in force and GLOBALG.A.P Control Points and Compliance Criteria within the relevant scope published by the secretariat are used. These documents are available on [www.globalgap.org/uk\\_en/documents/#](http://www.globalgap.org/uk_en/documents/#).

In addition, if the producer signs this offer and the offer becomes a agreement; EKOİNSPEKT is obliged to comply with all provisions specified in its procedures and all criteria determined by the secretariat.

## 5. CONTROL OF THE PRODUCER / PRODUCTION AREAS

### 5a- PRODUCER GROUP QMS (QUALITY MANAGEMENT SYSTEM) INSPECTION

*It will be inspected by the QMS Checklist of QMS GLOBAL G.A.P established in the Producer Group Headquarters .*

### 5b- CONTROL OF PRODUCER / PRODUCTION AREAS

After planning the inspection / control of the producer or producer group, production areas, product processing areas will be checked at least once a year with the relevant GLOBALG.A.P Checklist. If it is a producer group making an application, a QMS audit will be carried out first at the center of the producer group at least once a year. If the producer didn't have Internal audit before EKOİNSPEKT certification audit, the certification audit is stopped by EKOİNSPEKT. If harvesting and product are included in the scope of process certification, the harvesting process must be observed for each product group. The GLOBALG.A.P General Rules are followed for the subsequent inspection / controls.

By signing this agreement, the producer accepts and declares that he will unconditionally open his farm, land and other units to the assigned EKOİNSPEKT inspection / controller for GLOBALG.A.P control. EKOİNSPEKT will control the producer group by the minimum square root of the producer group. If different crops are harvested at the same time, the minimum square root of the number of producers producing each product will be inspected. In the first year inspection of the producer, the harvest will be seen for each product.

**EKOİNSPEKT Uluslararası Belgelendirme Denetim Gözetim Teknik Kontrol ve Eğitim Hizm. Ltd. Sti.**

Kazım Dirik Neighborhood 184. St. No:60 Hasanbey Apt. Floor:6/11 Bornova/ IZMIR- TURKEY  
**Phone** +90-232-374 06 07 **Fax:**+90-322-458 81 30 **www.ekoinspekt.com.tr** [bilgi@ekoinspekt.com.tr](mailto:bilgi@ekoinspekt.com.tr)

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## 6. CERTIFICATION, SUSPENSION, CANCELLATION PROCESS

As a result of the controls, if there are nonconformities that prevent certification, within 28 days after correcting them, GLOBALG.A.P. certificate will be issued what is valid for 1 year for the product in matter. If these nonconformities are declared by the producer and the producer does not suspend himself until the next control date or if the evidence (report, record, photograph, etc.) is not sent to EKOINSPEKT within 28 (twenty-eight) days that it is closed the producer will be suspended for 6 (six) months at the end of this period. This will not exempt the producer from paying the fee specified in this agreement. If the producer cannot provide the appropriate evidence within 3 months, EKOINSPEKT has to check them on site.

In this case, the producer is invoiced as an extra man / day (500,00 EURO + VAT). At the end of the 6-month period, if the producer still cannot deliver the evidences to EKOINSPEKT that the non-conformities are corrected and if they do not accept on-site control, the certification process will be cancelled and the producer cannot apply for GLOBALG.A.P certificate again for 12 months following the cancellation date. If the certification process is successful, client information and certificate information will be published in the GLOBALG.A.P database (<http://database.globalgap.org>) and a 1-year GLOBALG.A.P certificate will be issued to the producer.

## 7. UNANNOUNCED CONTROLS

- 7.1. In addition to the controls carried out, EKOINSPEKT controls at least;
- \*%10 of total individual producer number
  - \*%50 of group member number were audited
  - \*%10 of group QMS number
- 7.2. During unannounced controls; notifies the producer the producer organization or the entrepreneur at least forty-eight hours before the control. The producer, producer organization or entrepreneurs may request a one-time postponement of the unannounced control by providing a valid excuse.
- 7.3. Which individual producer-producers will be controlled depends on the findings of the initial certification control and feedback-complaints about the client, etc. Producers to be checked without notice are selected randomly.
- 7.4. By signing this agreement, the client agrees in advance that an unannounced control can be made (48 hours prior notice) and that sanctions may be imposed (suspension-cancellation, etc.) in the event the nonconformity points are determined as a result of this control.
- 7.5. The client may not accept the unannounced control only once with a documented and justifiable reason. If the same producer does not accept the unannounced control for the second time, it will be directly suspended.
- 7.6. Unannounced checks are included in the annual certification fee.

## 8. UNANNOUNCED REWARD PROGRAM (It is only valid for IFA ver. 5.2. Standard)

- 8.1. The producers may choose to participate in the Unannounced Reward Program if the following is true: EKOINSPEKT should inform the producer about this possibility and present the Unannounced Reward Program.
- 8.2. Under the Unannounced Reward Program, producers will be excluded from an additional 10% unannounced inspection. However, the annual audit will be unannounced by following the same rules explained in Art.7. This could be able to reduce inspection fees of CB.
- 8.3. Inspections under the Unannounced Reward System will always be carried out using the entire IFA checklist in accordance with the relevant scopes and sub-scopes.
- 8.4. Unannounced Award Program participants are excluded from off-site module audit methods.

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- 8.5. Participation in the Unannounced Award Program, gets registered as a feature in the GLOBALG.A.P. database.
- 8.6. In justified cases (e.g. complaint follow-up), CB's still have the right to schedule unannounced audits during the validity period of the certificate.
- 8.7. If the producer also needs to be audited for a attachment and the attachment rules do not explicitly include unannounced attachment evaluations, the producer will not be able to participate in the Unannounced Rewards Program.

## 9.CERTIFICATION SCOPE / PRODUCTS, FEES and PAYMENT METHOD

DESCRIPTION (GLOBALG.A.P. CONTROL AND CERTIFICATION)	AMOUNT OF PAYMENT
GLOBALG.A.P AUDIT FEE	XXXX (XXXXXX) EURO + (% 18) VAT
GLOBALG.A.P REGISTRATION FEE	XXXX (XXXXXX) EURO + (% 18) VAT
GLOBALG.A.P LICENSE FEE	XXXX (XXXXXX) EURO + (% 18) VAT
TOTAL	XXXX (XXXXXX) EURO + (% 18) VAT

**OPTION: This offer is valid for 60 days from the date of preparation.**

**Other fees that are included on 6., 9.a and 9.b clauses, will be added on fees are mentioned above.**

### 9.a AUDITOR / CONTROLLER EXPENSES

**9.a.1.** Transportation to the land / facility to be inspected / controlled will be provided by the applicant client / producer representative. If the auditor / controller needs to come to the field with his own means, the cost of this is paid by the client.

**9.a.2.** Food, transportation and food costs of the inspector / controller who will carry out the inspection / control will be provided by the client representative.

**9.a.3.** If the distance from the city where the inspector / controller lives to the land / firm where the control will be carried out exceeds 450 km and there is a possibility of transportation by plane, by plane If there is no, transportation is provided by vehicle or if the land to be checked is closer than 450 km, transportation is also provided by vehicle. When traveling by vehicle, the client is invoiced to 0.80 kr + VAT per km..

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## 9.b PAYMENT METHOD

**Account Holder :** EKOINSPEKT Uluslararası Belgelendirme Denetim Gözetim Teknik Kontrol ve Eğitim Hizmetleri Ltd. Sti.

**The Bank :** T.C. Ziraat Bankası

**IBAN Nr :** TR87 0001 0014 0354 2173 8350 08 (TL Account)

**The bank :** Finans Bankası A.S.

**IBAN Nr :** TR73 0011 1000 0000 0078 4272 83 (TL Account)

The client / producer who purchased the service as a result of signing this agreement;

- 9.b.1.** Pays the entire certification fee in advance after the agreement is signed. (Please fax the statement of account.)
- 9.b.2.** If the certificate is entitled, if there is any balance, the certificate is delivered after the remaining balance is paid.
- 9.b.3.** After the agreement is signed, if the agreement is canceled arbitrary by the client who applied, before the certification process starts, 50% of the agreement price as operation and planning expenses In case the process or agreement is canceled arbitrary by the client after the control / certification process is completed, the client agrees to pay the entire agreement price.
- 9.b.4.** If the client cannot be certified or the legal period specified in the GLOBALG.A.P General Regulations taken as reference expires, the client will not be exempted from the payment of the agreement price, because the control service to be provided is realized. The client's payment of the GLOBALG.A.P control and certification fee does not guarantee the publication of the document.
- 9.b.5.** The above mentioned fees do not include 18% VAT, residue analysis and other analysis fees, travel and accommodation expenses of the controller will be covered by the client.
- 9.b.6.** Unless the payments made are paid to the bank account number specified below or to EKOINSPEKT against receipt, payments will not be accepted as made to EKOINSPEKT. EKOINSPEKT is not responsible for payments made to third parties.

## 10. OBLIGATIONS, AUTHORITIES and RESPONSIBILITIES OF THE CLIENT

- 10.1.** The client is responsible for the implementation of the changes made in the certification conditions when delivered by EKOİNSPEKT. In case of such a change, a notification will be sent to the client's notification address specified in the application form and by e-mail.
- 10.2.** The client undertakes to always meet the requirements of the standard based on certification. In case the certification is applied to ongoing production, he is responsible for meeting the product requirements of the certified product.
- 10.3.** Client, during the audit, to EKOİNSPEKT, to any information and records belonging to him or his subagreementor; It is responsible for granting unlimited, full access to all facilities and individuals such as land, production area, warehouses, product processing facilities, worker shelters, related equipment.
- 10.4.** The client is responsible for carrying out studies on the complaints reflected to him, documenting the records of the complaints, carrying out appropriate activities against defects detected in the products that will affect compliance with these complaints and certification requirements, and documenting the

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activities carried out and keeping the records and information of them available under EKOINSPEKT inspection.

- 10.5.** When required, the client allows the participation of EKOINSPEKT, Accreditation Bodies (eg TÜRKAK) and GLOBALG.A.P observers together with the authorized EKOINSPEKT / controller or solely.
- 10.6.** Client can make requests for certification in accordance with the scope of certification.
- 10.7.** The following changes that may affect the client's ability to comply with certification requirements (e.g. legal, commercial, organizational status or ownership; organization and management (e.g. key managers, decision makers or technical staff); changes in product or production method; contact address and production locations is responsible for informing EKOINSPEKT about major changes in the quality management system without delay.
- 10.8.** The client is responsible for the accuracy of the information given in the "PR24-FR01 Application Form" sent during application and registration step. If this information cannot be verified during the audit, it accepts in advance the incompatibility and sanctions that will arise.

## 11. EKOINSPEKT LIABILITIES, AUTHORITIES AND RESPONSIBILITIES

- 11.1.** EKOINSPEKT checks according to the GLOBALG.A.P General Regulation.
- 11.2.** Performs unannounced checks when necessary.
- 11.3.** It uses its own internal and external controllers in the controls to be made by EKOINSPEKT.
- 11.4.** EKOINSPEKT is responsible for informing the client about the conditions and persons required for the audit before the audit.
- 11.5.** EKOINSPEKT does not make certification within the scope of which it is not authorized.
- 11.6.** EKOINSPEKT abides by the rules of impartiality during the certification process.
- 11.7.** EKOINSPEKT evaluates the complaints and objections received according to its own procedures and informs the parties.
- 11.8.** EKOINSPEKT is responsible for the analyzes made by its subagreementors.
- 11.9.** With the exception of the information and experience transferred by EKOINSPEKT for the personal development of the personnel and any information related to the company, except the company personnel and the managers whome they are responsible for; It cannot transfer or share information and experience to any person or organization without the written consent of EKOINSPEKT. Will not use the information or educational material designed by EKOINSPEKT for other purposes.
- 11.10.** In addition, all kinds of information, documents and records created or obtained during the entire certification / conformity assessment activity will be kept strictly confidential. Any information obtained in this process will be considered confidential unless otherwise stated in writing and will not be disclosed to third parties without the written consent of the certified / conformity assessment party, unless required by law.
- 11.11.** For conditions that are not included in the agreement or forgotten, the terms of TS EN ISO / IEC 17065 and GLOBALG.A.P General Regulations are valid.

## 12. ACCREDITATION BRAND, DOCUMENT AND LOGO USAGE TERMS

For clients certified by EKOINSPEKT within the scope of TS EN ISO / IEC 17065 and GLOBALG.A.P General Regulations, the document named "PR 31 TA 01 Document and Logo Usage Instruction" regarding the terms of use of the Accreditation Brand, GLOBALG.A.P Logo and EKOINSPEKT Logo. It can be downloaded from the "Documents" tab on our website at [www.ekoinspekt.com.tr](http://www.ekoinspekt.com.tr) address.

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- 12.1. The client cannot use the product certification / certificate in a way that will tarnish the name of EKOINSPEKT and is responsible for not making any explanation that EKOINSPEKT can accept as misleading and unauthorized regarding the product certification / certificate.
- 12.2. The client is responsible for the suspension, withdrawal or termination of the certificate, and for discontinuing the use of all advertising elements containing any reference to the certification, returning the certificate and taking other necessary measures.
- 12.3. If the client provides the certification documents and the certificate to third parties, he is responsible for the integrity of the documents.
- 12.4. The client must use the conformity mark and / or the GLOBALG.A.P Logo and comply with the label rules. In the event that the client refers to the product certification / certificate in communication media such as brochures or advertisements, he is responsible for complying with the "Document and Logo Terms of Use" published on the EKOINSPEKT website and the terms of the GLOBALG.A.P General Regulation..

### 13. CONFIDENTIALITY

EKOINSPEKT is legally responsible for the management of all information obtained or produced during the performance of certification activities. Except for the information made publicly available by the client or that EKOINSPEKT has agreed with the client (for example, to respond to complaints), all other information is considered as proprietary information and considered confidential. In addition, if information about the client is obtained from a source other than the information obtained during the conformity assessment activities (eg information from the complainant or the regulator), this information is also considered confidential. EKOINSPEKT informs the client in advance regarding the information it wishes to make available to the public.

Producer information for EKOINSPEKT is confidential.

The information is disclosed to the public ,unless there is a legal obligation or if the disclosure of this information is permitted by the client.

EKOINSPEKT informs the client in writing that it has disclosed the information of the client to the official authorities (eg FoodPLUS / GLOBALG.A.P, Accreditation Authority (eg TÜRKAK) and the court) if there is no injunction decision taken by the court.

The client must select one of the Data Disclosure Levels below.

Data Disclosure Level is determined as "Level 2" by the client.



Data Disclosure Level is not determined by the client and this level is the decision of determination is left to EKOINSPEKT.



### 14. AGREEMENT VALIDITY

If this offer is signed, it becomes a agreement. If the client company is a company, it will only be valid when it is signed by a person who has the signature authority accepted by the Chamber of Commerce or who has the property rights of the company, and the individual producer is signed by the producer himself. Agreements are valid for 3 (three) years. This agreement will be automatically renewed every year unless one of the parties has a written request for the cancellation of the agreement or there is no change in the size of the production area / product pattern that will require a change in fees. When the parties sign this agreement, inspections will be planned every year after the annual inspection fee is paid. After the controls, if the process mentioned in the

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above "Certification, suspension, cancellation process" is completed and the producer is entitled to receive a certificate, a GLOBALG.A.P certificate valid for 1 (one) year will be issued according to the criteria specified in the current GLOBALG.A.P General Regulation.

EKOINSPEKT International Certification Audit Inspection Technical Control and Training Services Limited Company (EKOINSPEKT) in case of not paying any of the personal or endorsed checks and bills of the buyer company in return for the service fee received from the B.K. According to the provision of article 244, checks and bills that are not due are deemed to be due and without any notice and decentralization protests, EKOINSPEKT International Certification Audit Supervision Technical Control and Training Services Limited Company (EKOINSPEKT) is free and justified to pursue legal proceedings and our debt is paid with a monthly interest of 2%. If the rediscount interest rate stipulated by the Bank for short-term loans is higher than this amount, if you request this rate, the execution court attorney and other costs will be met by us.

In case of dispute, the XXXXX courts and enforcement offices located at the place of production are authorized. Even if the payment is collected by court from clients who do not make their payments on time, the system certificate subject to service is canceled or suspended even before a lawsuit is filed and its use is at the disposal of EKOINSPEKT International Certification Audit Supervision Technical Control and Training Services Limited Company (EKOINSPEKT). By signing the agreement, the client accepts these terms. ... /... / ..... (agreement preparation date)

**NOTE: All information in the commercial agreement will not be transferred to third parties, institutions and parties. Both parties agree and undertake to fully comply with the commercial confidentiality principle.**

#### CONFIRMATION

**EKOINSPEKT International Certification Auditing  
Inspection Technical Control and Training  
Services Limited Company**

Signature - Stamp - Date

#### CONFIRMATION

.....  
(Authorized person (s) in the signing circus)

PLEASE SHIFT EVERY PAGE !!!

Signature - Stamp - Date

**Unless the payments made are paid to the bank account number specified in Article 9 above or to EKOINSPEKT against receipt, payments will not be accepted as made to EKOINSPEKT. EKOINSPEKT Certification Ltd. Şti. is not liable for payments made to third parties.  
This aggrement have 8 pages and any of these page is not seperated.**

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