

# Contract

between the  
German Research Institute of Organic Agriculture  
[*Forschungsinstitut für biologischen Landbau Deutschland e.V.*]  
Kasseler Straße 1a  
60486 Frankfurt am Main  
(henceforth known as "FiBL Germany")

and

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(henceforth known as "the Company")

(1) The Company shall

- (1.1) furnish FiBL Germany with complete statements, in keeping with the latter's requirements (see application forms), for the latter's evaluation of products for inclusion in the FiBL List of Products for Organic Processing for the organic food industry in Germany;
- (1.2) promptly make credible at any time the correctness of these statements by submitting verifiable supporting documents and sworn statements by authorized internal staff;
- (1.3) provide and make credible as in (1.2) complete and relevant information upon request;
- (1.4) confirm that the products submitted by itself are marketable for the advertised intended use in keeping with German food law;
- (1.5) confirm that the products submitted by itself are approved for the intended market use in the context of organic food production pursuant to Council Regulation (EC) 834/2007 and the regulations enacted for its implementation, as amended;
- (1.5) confirm that the products submitted by itself were produced in compliance with the ban on genetic engineering pursuant to Council Regulation (EC) 834/2007;
- (1.6) and uphold this confirmation at least until expiration of the validity period of the first the FiBL List of Products for Organic Processing published after the signing of this contract, and henceforth and in all cases until the expiration of each successive validity period if this contract applied at the beginning of the validity period;
- (1.7) promptly notify FiBL Germany of circumstances indicating that the aforesaid duties are not being or were not complied with in this time period, particularly if the Company or third parties deem it possible that statements made to FiBL Germany were incorrect or become incorrect;
- (1.8) allow FiBL Germany to publish the submitted products in a list of commercial products approved for organic food (print and web version);



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60441 Frankfurt am Main, Germany

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Fax: +49 69 7137699-9  
zusatzstoffe@zusatzstoffe.org

Website: [www.fibl.org](http://www.fibl.org)  
[www.zusatzstoffe.org](http://www.zusatzstoffe.org)

- (1.9) allow FiBL Germany to forward statements and information on commercial products approved for organic food to organic farming associations, additive data banks (e.g., InfoXgen.com), manufacturers of software for agricultural operations and other recipients at the discretion of FiBL Germany, for publication in print media, online, in software and in other media,
- (1.10) pay the fees for the evaluation of commercial products approved for organic food and the publication of the data according to the scale of fees in effect, wherein the scale of fees most recently issued to the company always applies,
- (1.11) acknowledge that FiBL Germany assumes no more liability with regard to publication than would the publisher of a professional journal with regard to an advertisement for the corresponding additives and processing aids,
- (1.12) agree to exempt FiBL Germany from liability for damages caused by the latter solely through slight negligence and not intentionally or through gross negligence.
- (2) FiBL Germany undertakes the duty of an expert evaluation of the statements and proper publication at its discretion.
- (3) Products receiving a positive evaluation, along with the address of the manufacturer, will be listed in the the FiBL List of Products for Organic Processing. Doing so provides transparency in the market for commercial products approved for organic food that may be used to produce organic foods. Producers may designate positively evaluated and listed products with the following wording: "Listed in the 20XX FiBL List of Products for Organic Processing for the Organic Food Industry in Germany" (wherein the year designation (20XX) must always refer to the actual listing; other wording on the listing and the copying of the FiBL logo are prohibited).
- (4) This contract is concluded for a period of 12 months, but at least until the expiration of the validity period of the first FiBL List of Products for Organic Processing published after the signing of the contract. Henceforth the contract shall be always be extended to the end of each subsequent, ca. one-year validity period, as FiBL Germany reasonably sees fit, unless it is canceled no later than one month prior to the end of the current validity period.
- (5) FiBL undertakes to treat confidentially information and documents furnished for the product evaluation and not intended for publication.
- (6) Should clauses of this contract be or become ineffective, the other clauses shall remain effective. In this case the contracting parties shall replace the ineffective clauses with effective ones.
- (7) Legally binding declarations of intent with regard to the contractual relationship require the written form. Electronic transmission, including fax and e-mail, fulfills this requirement.
- (8) German law applies. Frankfurt am Main is the sole legal venue and place of fulfillment.

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Place, date, signature (company)

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Place, date, signature (FiBL Germany)



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