

Declaration of participation for production fruit, vegetables, potatoes

- only companies with a recognized certificate -

Company Details

Business/Company: _____

Street/Number: _____

Postal code: _____ Town: _____ Country/State: _____

Forename and family name of **legal representative:** _____

Phone (landline and/or mobile): _____

Telefax/email: _____

Location information (if different from company information)

Business/Company: _____

Street/Number: _____

Postal code: _____ Town: _____ Country/State: _____

Contact for QS (if different from the legal representative):

Forename and family name _____

Phone (landline and/or mobile): _____

Telefax/email: _____

Certification scheme (e.g. GLOBALG.A.P., AMAG.A.P., Vegaplan) _____

If applicable, additional information on the certification scheme (e. g. multisite certification):

Registration Number (e.g. GGN), where applicable Sub-identification number (SubGLN): _____

Note: All crops, which are checked at a QS registered producer within the framework of the recognised certificate and which belong to the registered production scope, must also be registered in the QS scheme.

I hereby declare my participation with my company in QS residue monitoring for the cultures certified against the recognized standard.

I hereby appoint and authorize my coordinator

_____ (name coordinator)

To safeguard my interests within the QS scheme and to make legally binding declarations on my part to QS Qualität und Sicherheit GmbH and/or QS Fachgesellschaft Obst-Gemüse-Kartoffeln GmbH (hereinafter uniformly referred to in short as, "QS").

I commit to fulfil the following obligations to the coordinator and also directly to QS:

- produce and market according to the current requirements of the scheme manual;
- to market as QS goods (here: goods which were produced in line with the requirements of the recognized standard and which are to be marketed in the QS scheme) only those products which belong to the certified cultures of the recognized standard
- to ensure that QS goods comply with the provisions of the European regulation on maximum residue levels (Reg. (EC) No. 396/2005) and/or equivalent regulations
- to mark QS goods as such in accompanying documents if they are to be marketed as QS goods (e.g. Apples (QS) or QS Apples). QS goods which are not marked as such on the bill of delivery lose their status as QS goods and may not be marketed as such. The obligation to identify QS goods on accompanying documents exists irrespective of the question of the use of the QS certification mark on the products.
- to mark goods with the QS certification mark, only if I have been explicitly entitled for the use of the certification mark by the coordinator;
- not market purchased goods as QS goods, except my production company is additionally certified against a QS standard (QS production, QS-GAP, QS wholesale)
- to observe sanctions in context with the QS-residue monitoring and pay any imposed contractual penalties directly to QS Fachgesellschaft Obst-Gemüse-Kartoffeln GmbH, to whom these claims are assigned;
- QS (directly or via the coordinator) and – if a legal obligation exists – the appropriate authorities about critical events and public product recalls. Critical incidents are scheme-relevant events that represent, or could become a danger to humans, ecology, assets or the QS scheme. These include in particular:
 - all scheme-relevant identified nonconformities in the procurement of goods, production or marketing, when these nonconformities might pose a risk to food safety
 - all criminal or regulatory investigations, if they are directly or indirectly related with the assurance of the food safety. media research, critical
 - media reports as well as public protests questioning directly or indirectly the food safety.

I hereby consent that personal and company-related data pertaining to my company (master data, audit reports, registration number, certified production type (fruit production (outdoor/protected cultivation), vegetable production (outdoor/protected cultivation), potato cultivation), certified crops and areas, validity date of the current recognized certificate) may be forwarded to QS by the coordinator or standard owner. This data of my company is stored in databases of the QS scheme, processed and used by QS.

QS is entitled to publish my participation in the QS scheme and the status of my delivery eligibility in the QS scheme. Publication involves stating my site numbers and my production types in QS internal communication with coordinators and other scheme participants, as well as with service providers in the QS scheme, together with my company names and my full address.

In case that my company is GLOBALG.A.P. certified, my participation in the QS scheme can be made public in the GLOBALG.A.P.-Database.

The data relating to my company may only be used by coordinators or other scheme participants, as well as by other service providers within the QS scheme (such as certification bodies and laboratories) to the extent required for them to fulfil their tasks in connection with quality assurance in the QS scheme. I can agree to further usage, beyond the scope defined in the QS scheme manual by making an appropriate declaration vis-a-vis my coordinator. In this case my coordinator is permitted to allow the respective authorized persons access to this data.

I am aware, that I can view the data stored and processed within the QS databases at any time and demand deletion of said data at any time and revoke any rights to use, publish and distribute said data at any time by means of declaration vis-a-vis my coordinator.

I am also aware that the rights granted to use, publish and distribute my data are the basis of my participation in the QS scheme. If I revoke my declaration of consent or demand the deletion of my data - the usage, publication and sharing of which are required for my participation in the QS scheme - my participation in the QS scheme shall end immediately.

My personal and business-related data may not be passed to third parties above and beyond the aforementioned rights of usage, publication and distribution, nor may they be used for purposes other than quality assurance within the QS scheme, unless I have expressly agreed to the distribution thereof to third parties or the usage thereof for other purposes.

The declaration comes into force upon signing. It may be terminated by both parties in writing by the third working day of the quarter to the end of that quarter. The right to extraordinary termination given good reason shall otherwise remain unaffected (such as legal succession, violations of QS terms & conditions of participation, resolution to suspend/embargo or exclude the farm or the coordinator from the QS scheme by QS).

Place, Date

Legal representative of the producer

We hereby accept the commission linked with this declaration of participation.

Place, Date

Coordinator