

General Terms and Conditions for the assessment of products for the purpose of including them in the Input List for organic production

- (1) Scope of application
 - (1.1) These terms and conditions apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of German Civil Code (BGB). We shall only recognize any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale if we expressly agree to their validity in writing.
 - (1.2) These terms and conditions shall also apply to all future transactions with the entrepreneur, as far as legal transactions of a related nature are concerned.
 - (1.3) Any contract concluded at an earlier date for the assessment of products for the purpose of inclusion in the list of inputs for organic production shall be invalid.
 - (1.4) Individual agreements made with the Contractor in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.
- (2) The Company commits,
 - (2.1) to provide FiBL Projekte GmbH with complete information for the assessment of products for the purpose of including them in the input list for organic production in Germany according to the requirements (see application forms);
 - (2.2) to substantiate the correctness of this information immediately and at any time;
 - (2.3) to issue complete and correct information upon request;
 - (2.4) to assure everyone that the registered products are permitted for use and that the intended purpose for which they are put on the market lies within the scope of organic agriculture according to the Community Regulation no. 2018/848 from the Council and the ordinances issued for its implementation in their respectively applicable forms;
 - (2.5) to assure everyone that the registered products fulfil the basic admission criteria in the currently valid version (published at www.input-list.com);
 - (2.6) to declare that the registered products were manufactured without genetic engineering as outlined in Regulation (EC) no. 2018/848;
 - (2.7) to fulfil these assurances at least until the expiry of the period of applicability of the first list of permitted products published after the conclusion of contract, and then until the expiry of every subsequent period of applicability where this contract was in existence at the start of that period;
 - (2.8) to inform FiBL Projekte GmbH immediately of circumstances which could suggest that an assurance is or was not fulfilled in this period, in particular if the Company or a third party suggests that information provided to FiBL Projekte GmbH is or was inaccurate;
 - (2.9) to agree to the publication of the registered products in a list of permitted products published by FiBL Projekte GmbH.

General Terms and Conditions for the assessment of products for the purpose of including them in the Input List for organic production

Manufacturer data provided to FiBL Projekte GmbH exclusively for the purpose of evaluating and including products of a distributor are not intended for publication and will be treated confidentially. Unless otherwise agreed with the manufacturer in this matter.

- (2.10) to grant permission for information published in the Input List to be forwarded to organic associations, databases (e.g. Organic Inputs Evaluation AT), manufacturers of software for agricultural operations and other recipients at the discretion of FiBL Projekte GmbH, for publishing in print media, on the Internet, in software and in other media.
- (2.11) to pay the fees for the assessment of products and the publishing of information according to the actually valid scale of fees; the scale of fees most recently communicated to the Company shall be decisive;
- (2.12) to acknowledge that, with regard to the publishing, FiBL Projekte GmbH only bears the responsibility also borne by the publisher of a trade journal regarding an advertisement for the corresponding products;
- (2.13) to agree to the exclusion of liability of FiBL Projekte GmbH for damages it causes due to slight or simple negligence and without intention or gross negligence;
- (2.14) to compensate for any damages claimed by third parties against FiBL Projekte GmbH, should they be caused by incorrect or incomplete information provided by the manufacturer or by differences in the input production from the information provided to FiBL Projekte GmbH, or by other breaches of contractual or legal obligations. This liability for damages is also established here directly in favor of injured third parties and at the expense of the Company in the sense of a contract in favor of third parties (§ 328 BGB, German Civil Code).
- (3) FiBL Projekte GmbH pledges to perform an expert appraisal of the information and to publish the information appropriately at its discretion.
- (4) The Company takes note that FiBL Projekte GmbH checks the correctness of confirmations given with product submissions for quality assurance purposes. Therefore, randomly selected products are tested for the presence of unauthorised substances as part of a monitoring program. The analyses are carried out anonymised by an independent, accredited laboratory selected by FiBL Projekte GmbH. At the request of FiBL Projekte GmbH, the company undertakes to provide the necessary product samples or material samples of the main components of a product.
- (5) Products receiving a positive assessment are included in the list of permitted products along with their manufacturer or distributor addresses. This creates transparency in the market for products used in organic production. Manufacturers or distributors are permitted to use the following information to refer to products that have been positively assessed and listed in the Input List Germany: "Listed in FiBL Input List (Germany)" or "Included in the FiBL list of permitted inputs for organic production in Germany". Products that have been positively assessed and listed in the Input List Spain can be promoted with

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"Listed in FiBL Input List (Spain)" or "Included in the FiBL list of permitted inputs for organic production in Spain". Different notices concerning listing are not permitted unless a divergent instruction is provided during the evaluation process, which must then be used. The use of the FiBL logo is not permitted.

- (5.1) The use of trademarks (e.g. Demeter) for listed inputs is generally not permitted, unless there is a licence agreement between the trademark owner of the respective certification mark and the distributor, and the product falls within the scope of the directive and certification of the respective trademark owner concerned.
- (5.2) Products with a positive evaluation by FiBL Projekte GmbH for Demeter Norms can be marked with a text note on compliance with the Demeter Directive. Textual notes such as "may be used under the Demeter Standard", "product appropriate for use under the Standard for the certification of Demeter / Biodynamic" or similar wording may be used. Textual references can be used in connection with product labelling or general marketing materials and online presentations.
- (5.3) References to other standards or guidelines are only permitted after agreement with the respective standard owner.
- (6) The period of validity for the inclusion in the Input List is limited to the 31st of December of the following year.
- (6.1) Cancellation within 14 days after submission of application is free of charge. After 14 days, no free cancellation is possible - the full amount for product evaluation will be charged.
- (7) FiBL Projekte GmbH pledges to treat any information and documentation provided for the evaluation of products and not intended for publication as confidential. FiBL Projekte GmbH is contractually integrated into the European Input List network, operated by the Research Institute of Organic Agriculture (FiBL CH), FiBL Projekte GmbH (FiBL DE) and EASY-CERT Services GmbH Betriebsmittelbewertung (former InfoXgen). For the purpose of evaluating the products, these network partners of the European Input List are granted access to documents relevant for the evaluation.
- (8) The company consents to the storage and processing of personal data for the purposes of company registration and product registration.
The purpose for collecting data is to enable FiBL Projekte GmbH to carry out the product evaluation and publication commissioned in the course of the conclusion of the contract and the associated business transactions.
The data is also used to inform you about new offers of the FiBL Group relating to inputs. The legal basis for the processing of data is Art. 6 para. 1 lit. a (Consent) and Art. 6 para. 1 lit. b (Performance of Contract) of the EU General Data Protection Regulation (EU-GDPR).
You have the right, to withdraw your agreement at any time.
Information how we process your personal data can be found at <https://www.fibl.org/fileadmin/kundendatenschutz-fibl-projekte-gmbh.pdf>.

General Terms and Conditions for the assessment of products for the purpose of including them in the Input List for organic production

- (9) Should parts of this General Terms and Conditions be or become ineffective, the other parts remain effective. In this case, the parties shall replace the ineffective parts with effective regulations.
- (10) Legal declarations of intent relating to the contractual relationship must be made in the text form. This requirement is met by transmission via electronic media, including fax and e-mail.
- (11) German law shall apply. Frankfurt am Main is agreed as the exclusive place of jurisdiction and place of performance.