**C O N T R A C T NO. <<Nr umowy>>**

of <<Dt. umowy>>

for performing conformity assessment of fertilisers placed on the market with the requirements of Regulation (EC) No 2003/2003 of the European Parliament and of the Council of 13 October 2003 relating to fertilisers as amended, and rules for supervision and conformity assessment concluded between:

**POLISH CENTRE FOR TESTING AND CERTIFICATION**, 469 Puławska Street, 02-844 Warsaw, the company registered in the District Court for the Capital City of Warsaw XIIIth Commercial Division, National Court Register 0000144813; initial capital 16,000,000 PLN fully paid. Regon No. 015276609; NIP No. 951-20-63-356; e-mail: pcbc@pcbc.gov.pl hereinafter referred to as “PCBC”, represented by Marta Dzierzęcka, Manager of Products Certification Division, on the basis of the power of attorney granted by the Management Board

and

**<<Klient nazwa>>**

hereinafter referred to as „Manufacturer” based in: <<Klient adres (od ul.)>>,

registered       under the no. <<Klient KRS>>,

Regon <<Klient REGON>>, NIP <<Klient NIP>>,,

represented by: <<Przedstawiciel>>

having the following contents:

**§ 1**

Definitions

1. *Certificate of conformity* – a document issued by the PCBC, proving conformity to fertiliser type designated “EC fertiliser”.
2. *Certificate of resistance to detonation* – a document proving that fertiliser produced for the purpose of fertilizing and containing more than 28% by mass of nitrogen expressed as ammonium nitrate conforms to Annex III of Regulation (EC) No 2003/2003 of the European Parliament and of the Council of 13 October 2003 relating to fertilisers as amended (including successful test of resistance to detonation).
3. *Conformity assessment (certification)* – means the process of registration of the Manufacturer, inspection at the Manufacturer, evaluation of the documentation (including test results) in accordance with the requirements of Regulation (EC) No 2003/2003 of the European Parliament and of the Council of 13 October 2003 relating to fertilisers as amended.

**§2**

Subject of the Contract

1. The subject of this Contract is to define mutual obligations of the parties related to conformity assessment of fertilisers placed on the market with the requirements of Regulation (EC) No 2003/2003 of the European Parliament and of the Council of 13 October 2003 relating to fertilisers as amended and rules for supervision of the product covered by the decision on certification, use of the “NAWÓZ WE EC FERTILIZER POLSKIE CENTRUM BADAŃ I CERTYFIKACJI” mark and reference to the certification.
2. This Contract covers the following fertilisers placed on the market, submitted by the Manufacturer for conformity assessment:

**<<Nazwy zgrupowane>>**

**§ 3**

General provisions

1. The process of conformity assessment of applied fertilisers with the requirements of Regulation (EC) No 2003/2003 of the European Parliament and of the Council of 13 October 2003 relating to fertilisers as amended shall be carried out by the PCBC.
2. The conformity assessment procedure shall be completed within a time limit of not more than 1 month from the date of registration of the application, provided that the documentation is complete and sufficient for conformity assessment. If, during the process, it proves necessary the documentation to be supplemented or corrected, this period shall be extended by the time the Manufacturer makes the necessary additions and corrections.
3. In case of positive result of the conformity assessment procedure the PCBC shall issue a certificate proving conformity to fertiliser type designated “EC fertiliser” referred to in Regulation (EC) No 2003/2003 of the European Parliament and of the Council of 13 October 2003 relating to fertilisers as amended.
4. In case of negative result of the conformity assessment the PCBC shall provide the Manufacturer with relevant information with the reasons.
5. The Manufacturer shall undertake to cover the incurred costs of conformity assessment, in accordance with the invoice issued by the PCBC, regardless of the result of the certification procedure.
6. The manufacturer shall undertake, during the validity of the certificate, to refer to granted certificate only in relation to the scope covered by certification.
7. During the validity of the certificate the Manufacturer shall be authorized to use the marking „NAWÓZ WE EC FERTILIZER POLSKIE CENTRUM BADAŃ I CERTYFIKACJI”, referred to as marking ,,EC fertiliser”, as described in: *Instructions for the use of the common guarantee mark ,,NAWÓZ WE EC FERTILIZER POLSKIE CENTRUM BADAŃ I CERTYFIKACJI”.*
8. The PCBC shall not be liable to third parties for the placing fertilisers on the market by the Manufacturer and damage caused by fertilisers placed on the market by the Manufacturer.
9. The Manufacturer shall undertake that fertilisers marked “EC fertiliser” will meet the requirements of Regulation (EC) No 2003/2003 of the European Parliament and of the Council of 13 October 2003 relating to fertilisers as amended and that the fertilisers placed on the market are identical with fertilisers assessed.
10. The Manufacturer shall undertake to allow the PCBC’s employees or organizations authorized by the Management Board of the PCBC entrance to the manufacturing site and/or site carrying acceptance tests and also to make available information and provide access to the documentation to ascertain if the conditions for obtaining certificate are met.
11. The Manufacturer shall undertake to copy certification documentation in whole.
12. The Manufacturer shall undertake to meet certification requirements specified in this Contract and the certification program.
13. The Manufacturer shall also undertake:
14. to place on the market fertilisers complying with the legal regulations specified in § 1(3),
15. to follow recommendations after inspection and eliminate deficiencies within agreed dates,
16. to collect any supporting documents and records proving that fertilisers placed on the market comply with the legal regulations specified in § 1(3),
17. to comply with declarations made in writing,
18. to refer to certification in accordance with its scope,
19. not to refer to certification in a misleading or unauthorized manner,
20. to refer to certification in the media as specified in the certification program,
21. to maintain records of complaints, to take appropriate actions in connection with complaints and to document them,
22. to inform the PCBC about any changes to the Manufacturer’s data (including in particular: change in the legal form of the business, change of address, change of the responsible person and contact person with the PCBC).
23. The parties allow for the possibility of changing cost items related to the execution of this Contract by the PCBC. The change in these costs shall be made by a written annex accepted by both parties to be effective. Signing the aforementioned annex shall not result in the termination of this Contract nor the individual provisions thereof.

**§ 4**

Surveillance

1. The PCBC shall have the right to conduct conformity assessment of fertiliser type designated “EC fertiliser” and to supervise the granted certification, issued certificates, the use the marking "EC fertilizer" and reference to certification and the obligations resulting from the terms of this Contract.
2. The surveillance referred to in (1) shall be held by the employees of the PCBC during the period of the validity of the certificate and consists of:
3. carrying out inspections at the Manufacturer and analysing the results of control tests,
4. supervision of the manner of referring to certification, use of certificates and the marking “EC fertilizer” by Manufacturer,
5. testing of fertiliser samples taken from the Manufacturer and/or purchased on the market by the PCBC Fertiliser and Chemical Product Laboratory.
6. For the period of the validity of the certificate, the Manufacturer:
7. shall enable, at any time, the PCBC or organizations authorized by the PCBC Management Board to carry out inspection once a year in the manufacturing site and/or site designating certified fertilisers,
8. shall provide information necessary to established that terms of this Contract are fulfilled by the Manufacturer,
9. shall enable to create working conditions for the PCBC observers present during the inspection, auditors from the accreditation body and trained inspectors. Participation of observers accompanying inspection team shall not obstruct inspection activities. Participation of aforementioned persons must not impose financial burden on the Manufacturer.
10. The surveillance referred to in (3) may be performed more frequently if the PCBC receive reasonable and appropriate information about irregularities related to certified fertilisers.
11. The Manufacturer shall agree samplers authorized by the PCBC Fertiliser and Chemical Product Laboratory to take samples of fertilisers marked “EC fertiliser” for conformity assessment and surveillance: from production, finished product storage or from trade, or delivery of fertiliser taken at random to the PCBC Testing and Certification Branch Office in Piła. If the fertiliser samples are taken in commercial units, the Manufacturer shall cover the documented cost of purchase and tests of fertilisers.
12. At least once within the period of the validity of the certificate, testing within the surveillance of the issued certificate shall be performed by the PCBC Fertiliser and Chemical Product Laboratory commissioned by the Manufacturer in accordance with the requirements of Regulation (EC) No 2003/2003 of the European Parliament and of the Council of 13 October 2003 relating to fertilisers as amended. Samples shall be taken by authorized samplers of the PCBC Fertiliser and Chemical Product Laboratory. These tests shall be conducted at the expense of the Manufacturer.
13. The Manufacturer shall undertake to operate quality management system described in the “Manufacturer’s declaration” consisting of:
14. ensuring that fertilisers placed on the market are identical with fertilisers assessed.
15. keeping records to provide for the history of fertiliser marked “EC fertiliser”. These records shall be made available during each inspection and conformity assessment as long as the fertiliser marked “EC fertiliser” is in course of trade and for at least 2 years after suspension of delivery by the Manufacturer,
16. keeping identification system and traceability enabling to demonstrate confirmation of quality of the fertiliser with the basis of the conformity assessment,
17. collecting archival samples,
18. using markings and/or segregation demonstrating status of raw materials and fertiliser,
19. collecting records referred to complaints concerning fertilisers marked “EC fertiliser” and actions connected with them.

**§ 5**

Change of requirements for products

1. The Manufacturer shall inform the PCBC in writing, sufficiently in advance (not shorter than 21 days) about intended changes in the product, production process or quality management system which may affect the safety of the product. These changes may be made only after written approval from the PCBC.
2. The PCBC shall inform the Manufacturer about revisions in legal and normative regulations which constitute the basis for certification.
3. If the requirements for the products listed in the certificate are revised, the PCBC shall notify the Manufacturer in writing of the date on which the revised requirements enter into force and the possible need for additional verification of the products for which the certificate has been issued.
4. Within 2 weeks from the date of receipt of the notification referred to in (3) the Manufacturer shall inform the PCBC whether he is prepared to make changes within the specified timeframe.
5. If the Manufacturer sends confirmation of changes before the date of entry into force of the new regulations referred to in (3) and possibly additional verifications have positive results, the PCBC shall issue a new certificate and the previous one shall lose its binding force.
6. If the Manufacturer notifies the PCBC that he is unable to make changes or does not implement them in due time, or if the results of additional verifications are negative - the certificate shall expire on the date of entry into force of the revised product requirements.

**§ 6**

Claims and appeals

1. The Manufacturer shall keep records concerning complaints and corrective actions taken and shall inform about any complaints related to fertilisers covered by certification on request of the PCBC.
2. The Manufacturer has the right to appeal in matters related to certification and surveillance process. The appeal procedure is available on the PCBC website.

**§ 7**

Advertisement

Within the period of the validity of the certificate the Manufacturer has the right to make the fact of owning certificates available to the public in a way which is not misleading.

**§ 8**

Publications

The PCBC shall keep the register of the issued and withdrawn certificates.

**§ 9**

Confidentiality

1. The PCBC shall undertake to keep confidential and not to disclose, without prior written consent of the Manufacturer, any information beyond public domain obtained by the PCBC in connection with or in performance of duties under this Contract. The aforementioned obligation relates in particular to information which constitutes the Manufacturer’s secret, including technical, program, technological, organizational, financial, personal, commercial, statistical, staff data as well as other information protected by rules of law.
2. PCBC shall also undertake to treat information about the Manufacturer obtained from sources other than the Manufacturer (*e.g.* from complainants or public authorities) as confidential.
3. The aforementioned restriction shall not apply to confidential information:
4. disclosing of which by the PCBC shall be required due to applicable rules of law,
5. which is commonly known,
6. which is known to the PCBC without breach of confidentiality,
7. which is generated by the PCBC,
8. when disclosed by the PCBC is made on request of competent control or supervision authorities.

Moreover, the PCBC may retain – subject to the provisions of this paragraph – copies of confidential information, if it is necessary to meet relevant requirements of professional standards, requirements imposed on the PCBC by rules of law and internal procedures.

1. The restriction referred to in (1) above shall not apply to the PCBC’s employees and persons cooperating with the PCBC, indicated by the PCBC in writing, in terms of use of confidential information by aforementioned employees and persons to duly fulfil duties and tasks hereunder.
2. The confidentiality obligation referred to in (1) above is not limited in time.

**§ 10**

Fees

1. The Manufacturer shall undertake to pay all dues to the PCBC related to conformity assessment process of fertilisers marked “EC fertiliser” and the surveillance specified in the cost estimate no.**<<Nr koszt.>>** of **<<Dt. koszt.>>**, annexed hereto.
2. The Manufacturer shall undertake to pay all costs of products/product purchased for conformity assessment needs, in quantities that enable carrying out conformity testing.
3. The amount due shall be paid by bank transfer to the bank account of the PCBC after taking into consideration the relevant activities referring to certification and surveillance on the basis of the VAT invoice, within 14 days of the date of issue.
4. The Manufacturer declares to be a registered VAT payer.
5. The aforementioned costs shall be determined on the basis of the applicable regulations and the current price-list approved by the PCBC Management Board.

**§ 11**

Termination, suspension, withdrawal or reduction of the scope of certification.

1. The Manufacturer may terminate ongoing conformity assessment, at any stage. Termination of the conformity assessment shall be made upon written request by the Manufacturer.
2. The PCBC shall suspend the validity of certification in the following cases:
	1. negative results of control tests or inspection within surveillance,
	2. upon request of the Manufacturer of fertiliser (holder of the certificate),
	3. the Manufacturer does not agree for inspection and tests within surveillance at frequency specified in § 4 (3a) and (4) of this Contract,
	4. the Manufacturer contravened rights and obligations specified in the Contract for certification and surveillance,
	5. failure to meet financial obligations by the Manufacturer towards the PCBC on time.

Term and conditions to be met to restore certification shall be specified in the suspension decision.

3. The PCBC shall withdraw certification in the following cases:

1. negative assessment of test results of the conformity of the fertilisers marked “EC fertiliser” with the requirements of Regulation (EC) No 2003/2003 of the European Parliament and of the Council of 13 October 2003 relating to fertilisers as amended,
2. failure to meet conditions to restore the validity of suspended certification specified in the suspension decision by the Manufacturer of the fertiliser,
3. upon request of the Manufacturer
4. continued maintenance of certification results in a breach of law or is contrary to the legal assessment provided by the competent authorities,
5. permanent cessation of production of the fertilisers covered by the scope of certification.

Withdrawn certification shall not be restored.

1. The PCBC shall reduce the scope of certification in the following cases:
2. upon request of the Manufacturer of the fertiliser (holder of the certificate),
3. failure to meet requirements, confirmed by the certificate, by types/variation of the fertilisers.
4. In case of suspension, withdrawal or reduction of the scope of certification the Manufacturer shall undertake to:

a) return the certificate,

b) discontinue referring to certification upon receipt of the decision on suspending, withdrawing certification or reducing the scope of certification, in particular the use of information about the possession of the certificate in advertising materials,

c) discontinue use of the marking “EC fertilizer”.

**§ 12**

Legal liability

1. Obtaining a positive conformity assessment and/or possession of the certificate under this Contract shall not relieve the Manufacturer from liability for meeting the requirements specified in legal regulations on trade and the requirements for fertilisers, and for continual conformity of this fertiliser with types of the fertilisers specified in Regulation (EC) No 2003/2003 of the European Parliament and of the Council of 13 October 2003 relating to fertilisers as amended.
2. The parties agree that disputes which may arise in the implementation of this Contract shall be referred to the courts competent for the PCBC’s head office location unless another resolution procedure of the disputes results from the applicable regulations and provisions of this Contract.
3. The PCBC’s liability for damages resulted from failure to comply with or improper implementation of the provisions of this Contract, and also for damages resulted from other causes (e.g. in connection with withdrawal of certification or termination of this Contract), and for damages caused by the Certification Body’s subcontractors shall be limited to the amount of remuneration paid to the Certification Body by Manufacturer under this Contract. The PCBC’s liability shall not include lost profits within the meaning of Art. 361 of the Civil Code.
4. Any possible disputes related to this Contract shall be resolved in accordance with Polish law.
5. The provisions of the Civil Code shall apply to any issues not specified in this Contract.

**§ 13**

Validity of the Contract

1. The certificates to which this Contract applies to shall be issued with an expiry date of 15 July 2022.
2. Any amendments to this Contract shall be made in written form in order to be valid.
3. This Contract shall expire upon the expiry or withdrawal of all certificates to which it relates, but not later than on 15 July 2022.
4. This Contract shall enter into force on signature by the Manufacturer.
5. Either party may terminate this Contract upon a one-month notice in case of detected infringement of the essential provisions of this Contract or rules of law by the other party or if continued validity of this Contract loses its economic or legal significance for the party.
6. Termination of this Contract referred to in (5) above requires, to be valid, a prior written notice to the other party of the intention to terminate this Contract and setting 14-days deadline from the date of the written notice of the intention to terminate this Contract for removing the infringement referred to in (5) above.
7. The statement about termination shall be made in written form in order to be valid.
8. In case of termination of this Contract referred to in (5) the certificates issued under this Contract subject to withdrawal on the expiry of the period of notice.
9. Termination of this Contract referred to in (5) shall not relieve the Manufacturer from liability for statement of fees due towards the PCBC for operations performed under this Contract till the expiry of the period of notice.

**§ 14**

This Contract is drawn up in two original copies, with one copy for the Manufacturer, one copy for the PCBC.

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| --- | --- |
| **PCBC**………………………………………………………..*(signature)* | **MANUFACTURER**………………………………………………………..*(signature)* |
| ………………………………………………………..*(date)* | ………………………………………………………..*(date)* |

Annexes:

1. Cost estimate no.<<Nr koszt.>> of <<Dt. koszt.>>
2. Information obligation carried out on behalf of PCBC S.A.