**CONTRACT No.**

of

for performing the conformity assessment of EU fertilising product and for surveillance of the Certificate, concluded between:

**POLSKIE CENTRUM BADAŃ I CERTYFIKACJI S.A.** Notified Body No. 1434, based in Warsaw, 469 Puławska Street, ZIP code: 02-844 Warsaw, the company registered in the District Court for the Capital City of Warsaw XIII Commercial Division, National Court Register 0000144813; initial capital 16,000,000 PLN fully paid. REGON (National Official Business Register) No. 015276609; VAT No. 951-20-63-356; e-mail: pcbc@pcbc.gov.pl, hereinafter referred to as “PCBC”, represented on the basis of the power of attorney granted by the Management Board, by      .

and

      based in      , Street      , ZIP code:            ., registered in the District Court       Commercial Division, National Court Register      ; initial capital       PLN fully paid. VAT No.      , represented by:      , hereinafter referred to as „**Manufacturer”**

hereinafter collectively referred to as "Parties"

having the following content:

 **1. The subject of the contract**

1. The subject of this contract is to define the principles of cooperation, rights and obligations and mutual commitments of the Parties related to the conformity assessment (certification) of the EU fertilising product meeting the criteria for the definition of an EU fertilising product in accordance with the Regulation (EU) 2019/1009 of the European Parliament and of the Council of 5 June 2019 laying down rules on the making available on the market of EU fertilising products and amending Regulations (EC) No 1069/2009 and (EC) No 1107/2009 and repealing Regulation (EC) No 2003/2003 (hereinafter referred to as “Regulation (EU) 2019/1009”) and surveillance of the Certificate.
2. The Parties agree that the conformity assessment of the EU fertilising product carried out on the basis of this contract relates to the EU fertilising product specified in the Cost Estimate approved by the Manufacturer. The Cost Estimate was prepared by PCBC on the basis of the Application for conformity assessment of an EU fertilising product (FBS-N-01) submitted by the Manufacturer.
3. The Cost Estimate signed by the Manufacturer, shall become Appendix 1 to this contract, without requiring this contract to be amended.
4. The Parties agree that this contract is a framework contract. This means that the principles of cooperation, rights and obligations and mutual commitments of the Parties related to the conformity assessment (certification) of an EU fertilising product specified herein shall apply whenever the Manufacturer submits more than one Application for the conformity assessment of an EU fertilising product. The Parties agree that the provisions of this contract shall apply to each EU fertilising product covered by the above-mentioned Application for conformity assessment of an EU fertilising product.

5. The Parties agree that if the Manufacturer submits more than one Application for conformity assessment of an EU fertilising product, PCBC shall prepare one Cost Estimate for EU fertilising products in the module. The provisions of para. 3 above shall then apply accordingly.

 **2. General provisions / stages of the assessment of the EU fertilising product**

* 1. **The Certificate** for an EU fertilising product or **the Attestation** (Certificate) a document issued by a Notified Body - PCBC, confirming that the EU fertilising product or the quality system of the production process meets the requirements specified in the relevant legal regulations, including Regulation (EU) 2019/1009. The Certificate shall be issued as a positive result of the conformity assessment procedure carried out by PCBC.
	2. The Manufacturer - by concluding this contract – shall declare in writing that he has not submitted the application for conformity assessment of the EU fertilising product covered by this contract to another Notified Body. The Manufacturer's declaration referred to the preceding sentence shall become Appendix 2 to this contract, without requiring this contract to be amended.
	3. In case the application for conformity assessment of an EU fertilising product covered by this contract has been rejected by a Notified Body other than PCBC, or this body has refused to issue a Certificate, the Manufacturer, when concluding this contract, shall submit - in writing - a statement on the reasons for the rejection of the above-mentioned application or on refusal to issue the Certificate for an EU fertilising product. The Manufacturer's statement referred to in the preceding sentence shall become Appendix 2 to this contract requiring this contract to be amended.
	4. Manufacturer shall submit - in writing - a statement on the number of incidents within the D1 module, the reasons for their occurrence and the method of closing them (if justified). In case the competent surveillance authority was participating in handling the incident, Manufacturer shall send the final position of the authority on handling the incident.

By the term Incident, the Parties shall understand an event suggesting the market surveillance authorities that the product presents a risk to the health and safety of persons, feed and the environment, or to other aspects of the public interest, and may trigger the need for closer inspection of the product (applies to the period of 12 months before submitting the Application for certification and the period of surveillance during the validity of the Certificate).

* 1. Conformity assessment of EU fertilising product shall begin when all listed below conditions are met:
1. PCBC has received the Application for conformity assessment signed by the Manufacturer,
2. PCBC has received this contract and the Cost Estimate signed by the Manufacturer, or the Manufacturer has accepted the Cost Estimate in accordance with § 1 sec. 3 (if the Cost Estimate is accepted after the conclusion of this contract) or after the Manufacturer accepts each subsequent Cost Estimate, if such a Cost Estimate is prepared by PCBC and approved by the Manufacturer in accordance with the provisions of § 1 para. 4 or 5 of this contract.
3. The Manufacturer has paid the initial non-returnable fee, covering initial analysis and formal assessment of the technical documentation (including the quality system documentation in module D1 - if necessary), the amount of which shall be specified in the Cost Estimate,
4. PCBC has received the complete documentation on the EU fertilising product (indicated in the Application for conformity assessment of an EU fertilising product), as well as other documents required by applicable legislation, necessary for performing the assessment of the EU fertilising product,

e) PCBC has carried out an initial analysis and a formal assessment of the documentation in order to determine whether the Manufacturer has sent to PCBC all the required documents and data necessary to carry out the assessment, and whether the Manufacturer complied with the applicable obligations for conformity assessment.

PCBC shall carry out the initial analysis and formal assessment referred to in above (accordingly) after receiving the documents referred to in points (a) – (d) above.

If it is determined by PCBC - as a result of the initial analysis and formal assessment – that the documentation is incomplete (including data or information), the Manufacturer, at the request of PCBC, shall be obliged to supplement the documentation within a deadline of 30 days from the date of concluding the contract.

Failure to submit the documentation (data or information) requested by PCBC in the above-mentioned time limit or its incompleteness shall result in: return documentation to the Manufacturer with the information that sending the above-mentioned documentation is tantamount to PCBC's refusal to carry out the conformity assessment with immediate effect.

PCBC - applying the provisions of para. 7(1) – shall include the reason for the refusal, i.e. failure to supplement the required documentation (required data or information) by the Manufacturer within the prescribed period, in the written decision on refusal to conduct the conformity assessment. The provisions of § 5 do not apply to this decision, and the Manufacturer has no right to respond to the above-mentioned decision. The decision referred to in the preceding sentence shall be sent to the Manufacturer by PCBC to the e-mail address provided by the Manufacturer in § 9 of this contract.

Restarting of the conformity assessment shall require the Manufacturer to submit a new Application for conformity assessment.

* 1. The Manufacturer shall provide the technical documentation of the EU fertilising product in Polish or English. Information on language chosen shall be specified by the Manufacturer in the Application for conformity assessment. Documentation shall be submitted by the Manufacturer to PCBC as electronic files and/or hard copy.
	2. Upon the completion of the initial analysis of the complete documentation received from the Manufacturer (and if it is necessary to supplement the documentation, data or information in accordance with para. 5 - after the PCBC receives such supplemented documentation, data or information within the time limit set by PCBC) PCBC shall decide to carry out the conformity assessment or to refuse. PCBC shall inform the Manufacturer about the decision to carry out the conformity assessment or to refuse carrying out the conformity assessment to the e-mail address provided by the Manufacturer in § 9 of this contract.

In the decision to carry out the conformity assessment PCBC shall indicate estimated time for completing the conformity assessment of EU fertilising product which:

1. for module B or module D1 - should not be longer than 180 days from the date of the PCBC issuing the decision to carry out the conformity assessment,
2. for module A1 - should not be longer than 50 days from the date of the PCBC issuing the decision to carry out the conformity assessment.

Due to the possible lack of legal regulations relating to Regulation (EU) 2019/1009 or the lack of guidelines from EU authorities that do not allow for the technical carry out of the conformity assessment process, the period referred to in above may be extended by PCBC on the basis of an unilateral decision of PCBC.

In such a case, PCBC shall issue a written decision to change the conformity assessment completion date, identifying and justifying the reason for extending the conformity assessment and providing a new conformity assessment completion date (PCBC may exercise this right more than once). The decision referred to in the preceding sentence shall be sent to the Manufacturer by PCBC to the e-mail address provided by the Manufacturer in § 9 of this contract. In addition, the Parties agree that:

1. The decision to refuse carrying out the conformity assessment shall contain a justification. In the decision to refuse carrying out the conformity assessment PCBC shall inform about reasons,
2. Manufacturer shall have the right to refer to the decision on refusal to carry out the conformity assessment (referred to in 7(a)) within the time limit set by PCBC,
3. The final decision to refuse to carry out the conformity assessment shall be made by PCBC (if the Manufacturer exercises the right referred to in 7(b) after reviewing the Manufacturer's position and must not be questioned by the Manufacturer, and shall not require the justification from PCBC.
	1. The Manufacturer shall chose the conformity assessment module. PCBC shall confirm the possibility of conformity assessment of the PFC according to the chosen module.
	2. The certification audit shall be carried out by PCBC (for module D1) on the date agreed with the Manufacturer.
	3. The conformity assessment (together with the certification audit for module D1) shall be conducted according to the rules set out in the relevant provisions of national and Community laws.
	4. PCBC shall accept test reports made no later than 12 months before the date of submission of the technical documentation for assessment made in an accredited laboratory which should have test methods for products described in Regulation (EU) 2019/1009 in its scope of accreditation or from another laboratory/institute which shall meet at least the requirements of the PN-EN ISO/IEC 17025 standard. PCBC shall declare that it orders test performance to accredited laboratory or to laboratory from list of laboratories approved by PCBC.
	5. The Parties acknowledge that PCBC shall carry out the conformity assessment of EU fertilising product as a contractor independent from the Manufacturer.
	6. In case the conformity assessment of an EU fertilising product is finished with a positive result, PCBC shall issue a Certificate. In case the result is negative, PCBC shall issue a decision to refuse issuing the Certificate with justification.
	7. The decision to issue the Certificate or the decision to refuse issuing the Certificate shall take place immediately after the completion of the conformity assessment, but not later than within 14 days from the expiry of the conformity assessment completion date provided by PCBC in the decision to carry out the conformity assessment referred to in para. 7.

The decision to issue the Certificate or the decision to refuse issuing the Certificate shall be immediately forwarded to the Manufacturer to the e-mail address provided by the Manufacturer in § 9 of this contract.

The Certificate shall be issued not earlier than after the Manufacturer has paid all the amounts due - respectively - to a stage of conformity assessment of the EU fertilising product in module A1 and B, or all amounts due related to the conformity assessment in module D1.

* 1. The Certificate shall be issued for limited period of time specified for every module of conformity assessment, respectively for:
	2. Module A1 – for period 3 months, from the date of the test of resistance to detonation,
	3. Module B – for a period 3 years, unless the technical documentation of the EU fertilising product has changed,
	4. Module D1 – for a period of up to 3 years, provided that an annual surveillance audit is performed and that the Manufacturer meets the requirements specified in Annex IV to Regulation (EU) 2019/1009 for module D1. After this period of time, the Certificate may be prolonged for another 3 years. The Certificate shall not be transferred (assigned) to third persons or parties.
	5. PCBC shall declare that the management and/or the employees do not offer and provide consultation or advice to the Manufacturer on the design, construction, functionality, marketing or service of the EU fertilising product under assessment, as well as any other advice on the documentation necessary to conduct the conformity assessment covered by this contract.

The documentation prepared by PCBC related to the conformity assessment and presented to the Manufacturer may be copied and reproduced only in full, without the right to introduce any changes, in any dimension, in such a way that the nature of these documentation is preserved. The above shall not exclude PCBC obligation to answer questions and clarifications with regard to the conformity assessment of EU fertilising products.

* 1. PCBC, as a Notified Body, shall declare that its management, employees involved in the verification and assessment of an EU fertilising product based on this contract are not the designers, manufacturers / producers, suppliers / buyers, the owners and users of the EU fertilising product submitted for the assessment, nor are they the authorized representatives of the above-mentioned persons. Neither were they directly involved in the design, production, trade or use of EU fertilising products, nor did they represent or represent parties active in these fields. The above shall not exclude the use of EU fertilising products that are necessary for the operation of the conformity assessment body or the use of EU fertilising products for own needs and the possibility of exchanging technical information between the Manufacturer and PCBC.
	2. PCBC shall reserve that by carrying out the verification and evaluation of the EU fertilising product on the basis of this contract - PCBC and its employees and experts/auditors demonstrate the highest level of professional reliability and competence in the field of EU fertilising products and are not subject to any pressure or encouragement/encouragement, in particular of a financial nature, that could affect their judgment or the results of carried out controls, coming in particular from persons or groups of persons concerned about the verification results.
	3. PCBC shall reserve that in case of necessity to commission an expert/auditor with specific tasks related to the determination and verification of facts for the purposes of implementation of the subject of this contract, PCBC will verify beforehand if the expert/auditor fulfils relevant legal requirements and requirements specified in § 2(18) and § 2(28), and if the expert/auditor has the necessary qualifications. PCBC shall keep the relevant documents containing the assessment of qualifications and requirements for the expert/auditor and the work performed by them in the scope regulated by relevant regulations at the disposal of the surveillance authorities.
	4. PCBC shall reserve that it has the ability to perform all the tasks entrusted to PCBC as the Notified Body in the scope covered by this contract, regardless of whether these tasks are carried out by the body itself or under its responsibility. In particularity, PCBC has qualified employees and the equipment necessary to properly perform the technical and administrative tasks arising from the assessment and verification activities.
	5. PCBC shall declare that, as the Notified Body, it has:
1. employees with technical education covering verification and assessment activities for which PCBC has been established,
2. employees with knowledge of the principles of the documentation assessment, which they are expected to carry out, and appropriate experience in the field of such assessments,
3. the capacity (including financial capacity) necessary for proper implementation of this contract, including preparation of the Certificates, records and reports documenting the carrying out of the conformity assessment,
4. employees with abilities to prepare the Certificates, records and reports documenting the carrying out the assessment.
	1. PCBC, as a Notified Body, shall guarantee its impartiality in processes/activities connected with implementing the subject of this contract. PCBC employee’s salary shall not depend on number of assessments/audits carried out and their results.
	2. PCBC shall declare that, as a Notified Body, it has a civil liability policy in connection with the services provided under this contract.
	3. PCBC shall declare that its employees and its management are obliged to keep professional secrecy regarding all data/information/documents obtained during official duties connected with implementation of the subject of this contract, especially all technical information (including specification, plans, schemes, drawings, software, data), technological information and legal information regarding the Manufacturer. The above confidentiality clause shall not apply to data/information/documents that are disclosed to surveillance bodies (PCA), state administration authorities / EU administration authorities entitled under the provisions of law, as well as data/information/documents/the disclosure of which is required by law or, for the disclosure of which PCBC obtained the consent of the Manufacturer.
	4. PCBC shall declare to treat information about the Manufacturer obtained from sources other than the Manufacturer (e.g. from complainants or public authorities) as confidential.
	5. The Parties of this contract shall agree that the opinion of an expert/auditor/employee appointed by PCBC, as well as the report from an audit, shall not be questioned by the Manufacturer. The Manufacturer shall not be entitled to submit comments regarding the position/assessment of the expert/auditor, the may only submit comments regarding the position provided by PCBC.
	6. The appointed expert and/or employee/auditor, who is referred to in (26) above, shall be impartial and independent in their assessment of position/assessment of PCBC and Manufacturer.
	7. PCBC, as a Notified Body, as well as its management and employees shall not offer or provide any services which may undermine confidence in their independence, impartiality and objectivity regarding implementation of this contract.
	8. PCBC shall subcontract performing tests only after obtaining the consent from the Manufacturer. An expert or auditor participating in any way in the implementation of this contract on the part of PCBC, including audits or conformity assessment procedure, shall not be treated as PCBC subcontractors within the meaning of this provision.

 **3. PCBC’s rights and obligations**

1. **PCBC’s rights:**
	1. PCBC shall have a right to issue the Certificate only on the basis of the conformity assessment of EU fertilising product carried out by PCBC,
	2. PCBC shall have a right to stop the conformity assessment if:
2. the Manufacturer fails to fulfil and provide corrections and corrective actions plan within the period agreed with PCBC, not longer than 30 days (within module D1),
3. the Manufacturer fails to fulfil and provide information on implementing corrections and corrective actions after a certification audit in deadlines specified by PCBC (within module D1),
4. the Manufacturer does not fulfil its obligations under this contract, in particular regarding payments and providing documents required by PCBC, as well as meeting criteria and requirements specified by PCBC.

Information on the discontinuation of the conformity assessment shall be sent immediately to the Manufacturer as a written decision of PCBC (with justification to the e-mail address provided by the Manufacturer in § 9 of this contract. In such a case, the provisions of § 11 (7) shall be applied respectively, with the proviso that the date of discontinuation of PCBC activities is the date of issue of the above-mentioned decision.

* 1. PCBC, after prior written notification to the Manufacturer, shall have the right to suspend or withdraw the Certificate in the cases specified in § 8 (1.1) and (1.2). Moreover, in justified cases, after prior written notification to the Manufacturer, PCBC shall have the right to change, withdraw issued Certificates determining the mode of operation and necessary corrective actions.

In case of suspension of the Certificate PCBC shall set the conditions to be met for restoring the Certificate. Before the end of the suspension period, a verification shall be carried out to show whether the conditions for restoring the Certificate have been met. After meeting the conditions, suspension shall be lifted and the Manufacturer shall be informed about restoration of the Certificate. In case the conditions are not met, the Certificate shall be withdrawn.

* 1. PCBC shall have a right to carry out surveillance audits in case of conformity assessment in module D1 (if applicable), referred to in (2) (2.6) below, with frequency at least once a year, on a date agreed with the Manufacturer.
	2. PCBC shall have a right to carry out unannounced visits/surveillance audits in production/storage site of the EU fertilising product in case of conformity assessment in module D1.
	3. PCBC may commission an expert/auditor to perform some of the services related to the conformity assessment, to what the Manufacturer agrees. The Manufacturer shall authorise PCBC to disclosure to the expert/auditor the information necessary for realisation of the service, only in case when PCBC conclude an agreement with the expert/auditor and receives a confidentiality statement from the expert/auditor, under which the expert/auditor will be obliged to keep the information confidential regarding to the Manufacturer, its products or any aspect of this contract and issues related to its implementation. The expert/auditor shall be obliged to keep obtained information confidential.
	4. PCBC may commission an expert/auditor/employee at any stage of this contract to participate in the audit or to evaluate the EU fertilising product documentation (including carrying out initial analysis and any notified changes to the EU fertilising product), as well as PCBC may enable participation of observers from surveillance authorities (PCA), from state administration / EU administration authorities, PCBC employees in the audit. Employees or associates of PCBC (excluding observers from state administration / EU administration authorities) shall be obliged to sign a confidentiality statement prior to commencing carrying out the activities, with the scope corresponding to the statement defined in (1.6) above.
	5. At any time during validity of this contract, PCBC shall have a right to request the Manufacturer to supplement, within determined time, the technical documentation of the EU fertilising product showing implementation of changes in legal regulations, if they occurs. In justified cases, Manufacturer shall have a right to file a request PCBC to change the determined terms. The request shall be submitted with a justification.
	6. At any time during validity of this contract, PCBC shall have a right to request the Manufacturer to supplement, within determined time, the technical documentation of the EU fertilising product and to present test results.
	7. At any time during validity of this contract, PCBC shall have a right to request the Manufacturer to supplement, within determined time, any documentation, data and information necessary for PCBC for implementation of the subject of this contract, other than documentation specified in (1.8) and (1.9).
	8. PCBC’s requests addressed to the Manufacturer, as referred to in (1.8), (1.9) and (1.10) shall not be questioned by the Manufacturer.
	9. PCBC shall decide on the selection of experts/auditors/employees participating in the activities performed by PCBC.
1. **PCBC’s obligations:**

PCBC shall undertake to:

* 1. Carry out the conformity assessment in accordance with the current wording of the Regulation (EU) 2019/1009 of the European Parliament and of the Council of June 5, 2019.
	2. Keep confidential and not to disclose any information obtained in process of conformity assessment of the EU fertilising product or in relation to the process, or in relation to implementing this contract, to any third parties, and not to use the information in any other manner than to implement this contract, subject to para. 1(1.7) of this contract and with the exception of cases provided for by applicable law.
	3. Issue a decision to issue the Certificate or a decision to refuse issuing within 14 days from the end of the conformity assessment of the EU fertilising product. The condition for issuing the Certificate shall be the payment by the Manufacturer of all the required fees specified in § 7 of this contract.
	4. Send to the Manufacturer a written decision about refusal of issuing the Certificate with detailed justification of the refusal in case that the EU fertilising product does not meet the requirements of Regulation (EU) 2019/1009.
	5. Carry out a certification audit, in case of the conformity assessment carried out in module D1 (if applicable), in production/storage site, in order to assess compliance with the requirements specified in the applicable regulations. The date of the certification audit shall be agreed with the Manufacturer.
	6. Carry out a surveillance audits (as part of the assessment carried out in module D1) at least once every year of the Certificate validity and unannounced visits in order to verify the Manufacturer’s compliance with the obligations incumbent on them due to the Certificate held during its validity period. The date of the surveillance audit shall be agreed with the Manufacturer.
	7. Send to the Manufacturer an information, in writing, regarding results of the audit or report from the audit within 30 working days from the day the audit completion.
	8. Storage in their archives all documentation related to the conformity assessment and surveillance of issued Certificates for period of time required by law.
	9. Inform and obtain Manufacturer’s consent for activities commissioned by PCBC to subcontractors and subsidiaries, subject to § 2 (29) of this contract.
	10. Provide the competent notifying authority, the European Commission, Member States and other notified bodies required by Regulation (EU) 2019/1009 with information on the carrying out conformity assessments, including:
1. conformity assessments carried out, including issued Certificates or decisions to refuse issuing a Certificate,
2. reduce/suspended and withdrawn Certificates,
3. results of the tests carried out,
4. copies of technical documentation,
5. information on any circumstances affecting the scope or conditions of the notification,
6. any request by market surveillance authorities for information on activities related to conformity assessment,
7. (on request) conformity assessment activities covered by their notification and on other activities performed, including cross-border activities and subcontracting,
8. relevant information on issues related to negative and, upon request, positive conformity assessment results.

**3.** PCBC shall be responsible for activities and omissions of their employees, associates: expert/auditor/subcontractor and any other persons participating in any manner in implementation of this contract, on PCBC part, including audits or the conformity assessment procedure.

 **4. Manufacturer’s rights and obligations**

1. **Manufacturer’s rights:**

Manufacturer shall have a right to:

* 1. Mark the EU fertilising product produced by them with CE marking together with the Notified Body identification number – PCBC (in module A1 and D1), on a basis of the Certificate issued by PCBC, and according to the document, available at www.pcbc.gov.pl, DBS-N-01 – The policy for management of the Notified Body identification number.
	2. Refer to the obtained Certificate:

a) in advertising and promotional activities,

b) during negotiations, concluding agreements and contracts regarding the product covered by the scope of the Certificate,

c) according to its scope,

d) in non-misleading manner.

* 1. File a complaint and/or appeal related to the conformity assessment in accordance with 5 of this contract.
	2. Submit a written request (with reasons) to discontinue the conformity assessment– in such a case, after considering the Manufacturer's application, the information about the discontinuation of the conformity assessment shall be sent immediately to the Manufacturer as a PCBC decision (with justification) to the e-mail address provided by the Manufacturer in § 9 of this contract.

In such a case, the provisions of § 11 (7), with the proviso that the date of discontinuation of PCBC activities is the date of issue of the above-mentioned decisions.

* 1. Apply for a change of the auditing team members after submitting the written justification, within 3 days from the date of receiving the authorization for auditing team members to carry out the audit from PCBC.
1. **Manufacturer’s obligations**:

Manufacturer shall undertake to:

* 1. Meet the requirements specified by relevant legal regulations regarding EU fertilising product conformity assessment and use CE marking together with the PCBC number as a Notified Body (if required) only if all their requirements are met, during the validity period of the Certificate.
	2. Guarantee use of an approved production quality assurance system related to production process of the EU fertilising product in accordance with relevant legal regulations.
	3. Implement corrections and corrective actions resulting from the use of the quality system.
	4. Designate and authorise a person responsible for contact with PCBC regarding performance of the EU fertilising product conformity assessment.
	5. Give consent to:
1. performing tests of the EU fertilising product ordered by PCBC as a Notified Body for the assessed EU fertilising product (if applicable),
2. carrying out audits, in case the conformity assessment is performed in module D1, and taking samples,
3. guarantee PCBC employees, auditors and PCBC experts as well as representatives from the surveillance authorities’ (PCA), state administration authorities/ EU administration authorities an access to samples of the EU fertilising product, production/storage sites of the EU fertilising product along with equipment and documents, data and records related to the assessed EU fertilising product and the production quality assurance system, in particular complaints’ records,
4. share any information necessary to carry out audits,
5. provide the assistance of qualified employees.
	1. Settle all fees due to PCBC, related to the conformity assessment of the EU fertilising product, as specified in § 7 of this contract on time, regardless of a result of the assessment.
	2. Forthwith inform PCBC in writing about:
6. incidents regarding the certified EU fertilising product,
7. relevant changes of Manufacturer’s organisational and legal form,
8. any changes in certified EU fertilising product, including inter alia changes in the technical documentation of designed product, the list of raw materials, etc.,
9. changes in quality production assurance system regarding elements related to the certified EU fertilising product,
10. changes in documentation of certified EU fertilising products, including changes in instructions of using and labelling of EU fertilising products,
11. planned or actual end of production of the EU fertilising product, as well as any planned break in the production of the EU fertilising product, on the basis of the Manufacturer’s annual production plans. Information on annual production plans shall be sent from the Manufacturer to PCBC at the beginning of each calendar year (by the end of February at the latest),
12. place and date of changes in the production or production plans of the EU fertilising product with 1 (one) month notice,
13. changes of the headquarters, place of the production/storage of the EU fertilising product.
	1. Comply with decisions of PCBC made in relation to changes of legal requirements regarding conformity assessment of the EU fertilising product and to changes of harmonised standards.
	2. Take actions, including supplementing the technical and/or system documentation on the request of the PCBC, as a Notified Body, as a result of audit follow-up recommendations or control follow-up recommendations of the surveillance authorities of the Manufacturer or surveillance bodies/surveillance authorities of the Notified Body (including PCA).
	3. Submit only factual comments relating to the position/opinion/assessment of an expert/auditor/employee appointed by PCBC to attend an audit or to assessment of the EU fertilising product documentation.
	4. Acknowledge that classification of the product shall be verified by PCBC as a Notified Body during EU fertilising product conformity assessment procedure. Discrepancies regarding classification of the EU fertilising product or qualification of the EU fertilising product to different PFC/CMC categories, arising between Manufacturer and the Notified Body shall be settled based on provided evidences.
	5. Make EU fertilising product production/storage site available to PCBC and commissioned experts/auditors/employees within performed surveillance audits/audits/unannounced visits. In case of a necessity to wear special clothing or to use specific procedures by aforementioned persons, the Manufacturer shall inform about it at least 7 days before the date of the planned audit.
	6. Comply with PCBC decision on the right to introduce changes referred to in 2.7(b)-(f) above.
	7. Enable employees of PCBC as a Notified Body, auditors of surveillance authorities (PCA), employees or authorized representatives of state administration authorities / EU administration authorities or Notified Body surveillance authorities admission to production/storage site of the EU fertilising product, as well as providing information and access to documentation in order to determine whether the conditions for obtaining the Certificate are met. The participation of the observers referred to in 2.14 shall not obstruct the ongoing conformity assessment activities. The participation of the above-mentioned persons shall not be financially charged to the Manufacturer.
	8. Comply with all requests from PCBC addressed in accordance with the requirements of Regulation (EU) 2019/1009.

 **5. Appeals / Complaints**

* 1. The Manufacturer shall have a right to file a complaint against the carried out conformity assessment. The procedure for lodging complaints is provided in the PCBC internal procedure POS-11 (information on procedure for lodging complaints is placed at the PCBC website).
	2. The Manufacturer shall have a right to appeal against the decisions issued in the conformity assessment process. The procedure for lodging appeals is provided in the PCBC internal procedure POS-11 (information on procedures for lodging appeals is placed at the PCBC website).

 **6. Rules for using the Certificate and CE marking**

* + 1. The Manufacturer shall not in any way interfere with the content or interpret the content of the Certificate in a misleading manner.
		2. PCBC shall prepare duplicates of the Certificate at the request of the Manufacturer, charging a fee for the duplicate in accordance with the approved Cost Estimate (each subsequent Cost Estimate prepared by PCBC and approved by the Manufacturer in accordance with the provisions of § 1 para. 4 or 5 of this contract).
		3. The Manufacturer shall have a right to make copies of the Certificate only in whole, without a right to make changes.
		4. On the EU fertilising product produced by the Manufacturer after positive conformity assessment, CE marking shall be affixed indelibly and followed by the Notified Body (PCBC) identification number – 1434 (in module A1 and D1) or, where the EU fertilising product is supplied unpackaged, in a document accompanying the EU fertilising product (in module D1).
		5. Upon the expiry of the Certificate validity, termination of this contract which results in immediate cancellation (which is equivalent to the withdrawal of the Certificate) or upon receipt of the decision to reduce, suspend or withdraw the Certificate, the Manufacturer shall forthwith cease to refer to the Certificate, use it in advertising and marketing purposes, and affixing the CE marking, together with the PCBC identification number as a Notified Body (referred to in para. 4 above) on the EU fertilising product placed on the market.
		6. The Manufacturer shall immediately cease to use the Certificate and the CE marking PCBC as a Notified Body deems the manner of its use as unacceptable in the context of applicable legal regulations and notifies the Manufacturer about it in advance, in writing, together with the justification, setting a deadline for removing non-conformities. In such a situation, PCBC shall retain the right to withdraw the Certificate.
		7. PCBC shall inform relevant authorities and other notified bodies about a suspension, withdrawal, reduction or refusal to issue the Certificate in accordance with applicable legal regulations.
		8. Certificate suspension shall not exceed three (3) months. After third month of suspension, if the conditions for restoration of the Certificate are not met, the Certificate shall be withdrawn. On Manufacturer’s request, after prior review of the request, PCBC may agree to prolong the Certificate suspension period.
		9. PCBC may notify the relevant authorities and other notified bodies of the positive results of the conformity assessment.
		10. On request, PCBC may provide the European Commission and the Member States with: copies of EU-type examination Certificates, copies of technical documentation, copies of test results carried out by PCBC relating to an EU fertilising product.

 **7. Fees and method of settlements**

1. The Manufacturer whose business is registered in Poland, shall declare that he is a VAT payer. The Manufacturer whose business is registered in European Union (except Poland) shall provide his EU VAT. For the Manufacturer whose business is registered outside European Union providing EU VAT shall not be required.
2. By signing this contract, the Manufacturer shall undertake to pay the fees for performance of the conformity assessment.
3. An integral part of this contract is an Appendix 1 - Cost Estimate.
4. The Cost Estimate (each subsequent Cost Estimate prepared by PCBC and approved by the Manufacturer in accordance with the provisions of § 1 (4) or (5) accepted (signed) by the Manufacturer shall contain the information accepted by the Manufacturer about the planned fees for individual stages of the EU fertilising product conformity assessment, stating net charges in (i.e. without the tax on goods and services) in PLN. The fees will be increased by the tax on goods and services in accordance with applicable law.

This also applies to other amounts due from the Manufacturer to PCBC under this contract, provided that it is justified in accordance with applicable regulations.

1. The Manufacturer shall pay the fees and costs for the following stages in the EU fertilising product assessment process:
2. an initial non-refundable fee for the analysis and formal assessment of documentation submitted for certification of the EU fertilising product,
3. a fee for analysis and assessment of documentation submitted for certification of the EU fertilising product,
4. a fee for test of EU fertilising products performed or ordered by the Notification Body – the offer shall be prepared by PCBC Laboratory in Piła,
5. a fee for the certification audit carried out before issuing the Certificate (if applicable),
6. a fee for surveillance audits (if applicable),
7. a fee for an expert participation in the assessment of the EU fertilising product documentation or/and in audit,
8. a fees for documentation analysis and assessment due to introduced changes impacting on quality and safety of the EU fertilising product,
9. a fees for unannounced audits/visits,
10. a fee for issuing a duplicate of the Certificate,
11. a fee for issuing the Certificate in language other than Polish and English,
12. cost related to collection, transport and tests of samples of the EU fertilising product (raw materials for product manufacture), taken from the market and during audit (including the unannounced audit).
13. An initial non-refundable fee for the analysis and formal assessment of the documentation shall be payable to PCBC's bank account within 14 (fourteen) days (on the basis of an invoice issued by PCBC) from:
14. the date of signing this contract and signing the Cost Estimate by the Manufacturer, or
15. signing the Cost Estimate by the Manufacturer (if the Cost Estimate was signed later than this contract),
16. the Manufacturer signing of each subsequent Cost Estimate prepared by PCBC and approved by the Manufacturer in accordance with the provisions of § 1 para. 4 or 5 of this contract.

Under no situations shall the initial fee be refunded, even if the PCBC decides not to initiate (refuse to carry out) the conformity assessment procedure of the EU fertilising product in accordance with § 2 of this contract.

1. The other fees referred to in § 7 para. 5, shall be paid by the Manufacturer upon receipt of the invoice (relating to the fee) issued by PCBC, within 14 (fourteen) days from the date of issuing the invoice.

Invoices shall be issued after the completion of the particular stage of the conformity assessment process of the EU fertilising product referred to in para. 5 above, with the proviso of the content of para. 8-12 below.

To exclude any doubts - reduction, suspension or withdrawal of the Certificate shall not provide any basis for the Manufacturer to refuse payment of the fee due to PCBC for the performance of any activities by PCBC as part of the implementation of the subject of this contract.

1. Termination of this contract (in accordance with § 11) or discontinuation of the conformity assessment referred to in § 4 para. 1 (1.4), as well as the discontinuation of the conformity assessment pursuant to § 3 para. 1 (1.2) shall not provide any basis for the Manufacturer to refuse payment of the fee due to PCBC for PCBC's performance of particular stages of the conformity assessment process, according to the principles set out in para. 5-7 above, as well as additional fees or costs referred to in para. 9-12 if they are justified.

In addition, in such a case, the Manufacturer shall also reimburse all costs incurred and documented by PCBC until the conformity assessment is discontinued or this contract is terminated, not covered by the fee for the performance of particular stages of the conformity assessment process, according to the principles set out in this para. or in para. 9-10.

The amount of charges shall be determined by the representatives of PCBC and the Manufacturer by protocol within 14 (fourteen) days from notification (delivery) of the discontinuation of the conformity assessment or termination of this contract. From the date of (respectively) delivery to the Manufacturer or PCBC of the information (respectively) about termination of this contract or discontinuation of the conformity assessment, PCBC shall immediately suspend all activities/actions under the subject of this contract related to the Manufacturer and the EU fertilising product.

Upon the termination of this contract or the discontinuation of the conformity assessment, the Manufacturer shall reimburse PCBC for the above-mentioned costs as agreed by the Parties in the above-mentioned protocol.

1. Regardless of aforementioned fees for work related to the conformity assessment of the EU fertilising product (including costs related to certification/surveillance audits, unannounced audits/visits), the final fee due to PCBC from the Manufacturer shall be increased by the accompanying costs, i.e. in particular the costs of travel and accommodation of the auditor(s) and expert(s), calculated in accordance with the applicable regulations on rates for business trips and on the basis of an invoice issued by the hotel.

When the Manufacturer provides adequate means of transport and accommodation for the auditor(s) and expert(s) travel time and place of accommodation shall not affect the audit plan and actions taken by PCBC.

When PCBC is responsible for providing the accommodation and adequate means of transport, their costs shall not be a significant (non-standard) financial burden for the Manufacturer.

1. When the audit is carried out outside Poland, if it is necessary to hire an interpreter, the costs of the interpreter shall be covered by the Manufacturer.
2. Final settlement of the conformity assessment process shall take place after the decision on:
3. issuing the Certificate, or
4. refusal to issue the Certificate.
5. All PCBC costs related to suspension and restoration of the Certificate shall be covered by the Manufacturer.
6. PCBC shall reserve the right to terminate or discontinue the conformity assessment or to suspend or withdraw the Certificate if the Manufacturer fails to make any payment due to PCBC on time. The provisions of para. 8-10 shall then apply accordingly.
7. Fees for the activities of experts and auditors depend on the number of people (appointed by PCBC) to perform these activities.
8. The Certificate shall be issued after all fees related to the certification process, in accordance with para. 5-12 (regarding the relevant module), are paid.
9. The invoices shall be delivered to the Manufacturer by PCBC electronically, in PDF format, to the e-mail address:      . The date of receipt by the Manufacturer of the invoice sent in electronic form is the date of delivery of the message to the mail server handling the above-mentioned e-mail address.
10. PCBC shall declare that the bank account provided by PCBC on the invoice as appropriate for settlements under this contract will be each time an account reported to the tax authorities and listed in the register of VAT payers. If it is identified before the payment is made that the bank account provided by PCBC is not reported to the tax authorities, i.e. it does not appear on the so-called "white list of VAT taxpayers", the Manufacturer shall inform PCBC about this fact in order to submit an explanation within no more than 7 days. In this case, the Manufacturer shall be entitled to withhold payment without incurring any obligation to pay interest, damages or any other additional costs. The change or providing of the additional bank account does shall not require an annex to this contract to be made, but it is necessary to report such a change together with a declaration that it is an account notified to the tax authorities.
11. In addition to the requirements resulting from para. 17, the payment shall be made on the basis of the VAT invoice correctly issued by PCBC, within 14 (fourteen) days from the date of its delivery to the Manufacturer, except the invoice for the initial non-returnable fee, which shall be payable within the period specified in para. 6.
12. PCBC shall declare that it has the status of a large entrepreneur in accordance with the provisions of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.
13. The Manufacturer shall declare that it has the status of       entrepreneurs in accordance with the provisions of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.

#  8. Sanction measures

1. In the event of violation of the rules on which the CE marking was granted, or in case the Manufacturer does not meet the requirements set out in law regulations, PCBC shall apply the following sanctions:

# Suspension of the Certificate along with the specified suspension period, reasons of the suspension and conditions for restoration of the Certificate, and information on prohibition of placing the CE marking on the EU fertilising product. Suspension of the Certificate shall take place, in particular, in the event of:

1. receiving the request for suspension from the Certificate holder,
2. negative results of the surveillance audit over the Certificate,
3. failure to provide sufficient evidence of closing non-compliances and observations,
4. failure to submit on time evidence on compliance with the essential requirements of updated Regulation (EU) 2019/1009 and applicable national law regulations,
5. stated changes in the EU fertilising product formulation or technical documentation, which was not approved by the Notification Body PCBC,
6. failure to implement actions in relation to identified non-compliances, observations and comments,
7. withdrawal of the EU fertilising product from the market,
8. changed classification/qualification of the EU fertilising product,
9. deficiencies in the production quality assurance system,
10. lack of the Manufacturer's consent to surveillance audits, unannounced visits/ audits,
11. detecting that the Manufacturer has exceeded the rights and obligations set out in this contract,
12. failure to meet the financial obligations towards PCBC on time,
13. other major violation, with regard to the applicable legal regulations / standards / guidelines /recommendations referring to EU fertilising products, of provisions of this contract impacting implementation the subject of this contract.
	1. Restoration of the Certificate shall take place when:
14. the Manufacturer fulfils the conditions of the suspended certification,
15. PCBC inform the Manufacturer in writing about restoration of the certification.
	1. Withdrawal of the Certificate shall take place in particularly:
16. on request of Manufacturer,
17. failure to fulfil conditions for restoration of the suspended certification, i.e. if corrective actions are not taken or if these actions do not have required effects,
18. upon termination of the contract.

The Manufacturer shall forthwith provide PCBC with the original and duplicates of the Certificate (if they were issued in hard copy). Withdrawal of the Certificate shall mean that it is forbidden to mark the EU fertilising product with the CE marking from the date of delivery to the Manufacturer of the PCBC decision on withdrawal of the Certificate.

1.4 Reduction of the scope of certification shall take place:

1. on request of the Manufacturer,
2. failure to meet requirements confirmed by the Certificate by the Manufacturer.

PCBC shall inform the Manufacturer in writing about reducing the scope of the granted certification.

1. PCBC shall also remain the right to admonish the Manufacturer in cases of minor irregularities (not resulting in necessity to suspend, withdraw or reduce the Certificate). Addressing the admonition, PCBC shall specify obligation to remove of the irregularity in specified period of time.

# § 9. Notices

1. For the purpose of the current performance of this contract and supervision over its implementation, for contacts between the Parties and for performing other activities specified in this contract the Parties appoint and authorize their Coordinators:
2. PCBC Coordinator:

      e-mail:      . tel.: +

1. Manufacturer Coordinator:

      e-mail:       tel.: +

1. Each Party may change its Coordinator or data concerning its Coordinator by notifying the other Party in writing. Such an amendment shall not constitute an amendment to this contract. The change of the Coordinator shall take effect upon the delivery to the other Party of information about a change of the Coordinator or a change in the data concerning the Coordinator.
2. With the exception of activities which should be made in writing under this contract (or require the signature of the Parties) or for the written form is required by law, all correspondence of the Parties shall be made via e-mail to the addresses and telephone numbers of the persons specified in para. 1 (with the proviso of the content of para. 2) - unless this contract clearly indicates that for an action performed in writing the accepted form of delivery is e-mail correspondence.
3. Subject to the content of para. 3 the Parties shall agree that the basic means for ongoing communication between the Parties will be electronic mail. In the case of deliveries by e-mail, the document shall be deemed to have been delivered when it is uploaded to the network in such a way that the other Party could read its content.
4. Written notices shall be delivered by registered mail or courier service with acknowledgment of receipt. A written notice shall be deemed to have been delivered:
5. in the case of registered letter, upon receipt of the registered letter or the expiry of the time limit for receipt of this letter, and
6. in the case of delivery by courier service: upon delivery to the sending Party of confirmation of receipt or confirmation of refusal of receipt (regardless of the reason).

If it is necessary to perform the activities in writing as well as to deliver the invoice, correspondence shall be sent to the addresses of the Parties provided in the introductory part of this contract.

# § 10. Personal data, confidentiality

* + - 1. The Parties shall undertake to process personal data in accordance with applicable law, including the GDPR (including: personal data provided by the other Party for the purpose and as a result of the conclusion and performance of this contract, including data of persons representing or being a Party to this contract, associates, employees, subcontractors, employees and associates of subcontractors, as well as other persons who are used by a Party to this contract in its performance, statutory representatives, representatives and attorneys of the other Party to this contract).
			2. The Manufacturer shall provide PCBC with an information clause for contractors including the information required under Article 13 and 14 of the GDPR. The aforementioned clause shall be attached as Appendix 3 to this contract. PCBC shall declare that it has read the aforementioned clause and accepts its content.
			3. PCBC shall undertake to fulfil the information obligation within the time limits provided in the GDPR towards all persons referred to in para. 1 above, on behalf of the Manufacturer acting as the controller of personal data.

If during the implementation of this contract, PCBC performs, on behalf of the Manufacturer, activities related to the processing of personal data of persons other than those mentioned in para. 1, whose personal data controller will be the Manufacturer, then PCBC shall undertake to fulfil the information obligation on behalf of the Manufacturer also in relation to these persons.

* + - 1. PCBC shall provide an information clause for contractors including the information required under Art. 13 and 14 of the GDPR. The content of such information shall include the information required pursuant to Art. 13 and 14 of the GDPR. Indicated clause shall be attached as Appendix 4 to this contract. The Manufacturer shall declare that it has read the aforementioned clause and accepts its content.
			2. The Manufacturer shall undertake to fulfil the information obligation within the time limits provided in the GDPR towards all persons referred to in para. 1 above, on behalf of PCBC, acting as the controller of personal data.

If during the implementation of this contract, the Manufacturer performs on behalf of PCBC activities related to the processing of personal data of persons other than those mentioned in para. 1, whose personal data controller will be PCBC, then the Manufacturer shall undertake to fulfil the information obligation on behalf of PCBC also in relation to these persons.

* + - 1. If during the implementation of this contract, the processing of personal data is entrusted, the Manufacturer shall sign with PCBC a contract required by law regulating the mutual transfer of data.
			2. Each Party shall undertake to keep confidentiality of and not to use any information and data disclosed to it in a way other than in accordance with this contract. Each Party shall acknowledge that all information and data provided by the other Party in connection with the performance of this contract (including in particular technical, technological, organizational, economic, commercial and legal data), as well as all information and materials resulting from performance of this contract (in writing, graphic, electronic or otherwise) are confidential and may not be made available or disclosed to any third party without the prior written consent of the other Party - they are confidential information and business secrets of the disclosing Party and are protected in this respect(Confidential Information).
			3. The obligation to maintain confidentiality and the obligation to protect Confidential Information shall expire after 10 years from the disclosure of Confidential Information.
			4. The provisions of this paragraph shall not apply to in the following cases:
1. when Confidential Information was generally known on the date of disclosure by the disclosing Party,
2. when Confidential Information must be disclosed in accordance with legal regulations or court rulings or in connection with a request from entitled state authorities, EU administration authorities, and surveillance authorities (PCA),
3. when Confidential Information must be disclosed in order to perform this contract, subject to the provisions of para. 10 below.
	* + 1. The Parties may use the Confidential Information received only for the purpose of performing this contract and may not use it for any other purpose.
			2. PCBC may disclose Confidential Information only to its (respectively) employees/auditors/ experts/subcontractors who are directly involved in the performance of this contract and only to the extent that is necessary for its performance and provided that these persons shall undertake to keep confidentiality in accordance with the provisions of § 10. Notwithstanding the foregoing, PCBC may disclose Confidential Information to state authorities, EU administration authorities or surveillance authorities (PCA).
			3. The Party shall undertake to immediately and at least within 7 (seven) days from the date of receipt of the request of the other Party, to destruct (respectively erasure) or return (at the Party's choice) all materials (respectively files containing Confidential Information held by the Party).

The above obligation shall not apply to Confidential Information, which the Party is obliged to store or disclose in accordance with the obligation resulting from generally applicable legal regulations, court rulings or disclose at the request of an entitled state administration authorities, EU administration authorities, surveillance authorities (PCA), including they were recorded in electronic format.

* + - 1. Each of the Parties shall undertake to ensure appropriate storage conditions for all Confidential Information, regardless of whether the Confidential Information is in a non-material or material form, in a way to prevent access by unauthorized persons.

In particular, the Parties shall be obliged to make every effort to ensure that the means of communication used by them to receive and transmit Confidential Information guarantee that this information is protected against access by unauthorized persons.

# § 11. Final provisions

1. This contract shall be valid from the day of its conclusion until the end of validity of all Certificates issued under this contract, however as the date of concluding this contract, the date of signing this contract by PCBC is deemed.
2. PCBC shall begin to execute the subject of this contract after all conditions referred to in § 2 (5) are met.
3. In the case of the expiry or withdrawal of the Certificate issued under this contract, this contract shall be terminated accordingly:
4. on the date of expiry of the Certificate or
5. on the date of delivery to the Manufacturer of the PCBC decision to withdraw the Certificate in accordance with § 8 (1) (1.3).

In such cases, the provisions of para. 7 below shall apply accordingly, with the proviso that the date of termination of PCBC activities is the date of termination of this contract.

1. This contract may be terminated regardless of the cause by any of the Parties upon 1 (one) month notice starting from the first day of next month after the month in which the notice was made.
2. Termination of this contract (including as a result of termination notice or termination by mutual agreement of the Parties) results in self-invalidation (which is equivalent to the withdrawal), on the date of termination of this contract, of the Certificate issued by PCBC.
3. This contract may be terminated at any time by agreement of the Parties.
4. The Parties agree that in case of termination of this contract in accordance with para. 5 above, on the date of delivery of the notice of termination to the other Party, all activities performed by PCBC for the Manufacturer and in relation to the EU fertilising product, including initial analyses referred to in § 2 (5) (if ongoing), conformity assessment processes etc. are terminated.

In this case, the Manufacturer shall pay the fees and reimbursement to PCBC as of the date of delivery of the notice of termination (i.e. the date of termination of activities by PCBC) in accordance with the provisions of § 7 (5) and (6-11) applied accordingly.

In case of termination of this contract by mutual agreement of the Parties, the Parties shall agree on the date of discontinuation of the activities referred to in this paragraph, and for the settlements between Parties following the termination of this contract provisions of this paragraph shall apply accordingly.

8. Without prejudice to the provisions of (5), during validity of the Certificate, during the termination period referred to in (4), the Manufacturer shall still be bound by the obligations listed in § 4 (2).
In particular, the Manufacturer shall immediately inform PCBC about:

1. incidents regarding EU fertilising products,
2. relevant changes of Manufacturer’s organisational and legal form,
3. any changes in certified products, including, inter alia, changes in the technical documentation of designed product, the list of raw materials,
4. changes in quality assurance of the production process system regarding elements related to the certified product,
5. changes in documentation of certified EU fertilising products, including changes in instructions of using and labelling of EU fertilising products,
6. planned or actual end of the EU fertilising product manufacture, as well as about any planned break in manufacture of the EU fertilising product,
7. changes of the headquarters address, production sites of the EU fertilising product.

In case of aforementioned situations occur during the termination period of this contract or before the date of termination of this contract agreed between the Parties, PCBC reserves the right to withdraw the Certificate issued under this contract.

9. PCBC shall have a right to terminate this contract with immediate effect, without the prior notice specified in para. 4 above if:

1. the Manufacturer does not pay the fees required in accordance with the provisions of this contract on time,
2. the Manufacturer grossly breaches the provisions of this contract or legal regulations relevant to the subject of this contract,
3. the Manufacturer does not fulfil his obligations specified in § 3 (1) (1.2, 1.6).

In such cases, the provisions of para. 7 above shall apply accordingly.

10. Subject to the content of para. 11 and 12-15, the PCBC's liability for damages resulting from non-performance or improper performance of the provisions of this contract and for damages caused by the PCBC subcontractors (and experts and auditors) shall be limited to the amount of fees paid by the Manufacturer to PCBC as a Notified Body for conformity assessment (certification) of the EU fertilising product in connection with which the damage occurred. The PCBC's liability shall not include lost profits within the meaning of Article 361 of the Polish Civil Code.

11. To avoid doubts, the Parties shall indicate that the non-performance or improper performance of this contract shall not be the fault of PCBC, in particular if it is related to the publication of official interpretations of the provisions of Regulation (EU) 2019/1009 (e.g. implementing regulations) not published at the time of the conformity assessment, procedures established at the forum of notified bodies or legal acts issued on the basis of Regulation (EU) 2019/1009, with the introduction of amendments to Regulation (EU) 2019/1009 or other legal acts applicable to this contract, not published at the time of the conformity assessment (including soft law instruments).

12. The responsibility of PCBC for non-performance or improper performance of the obligations set out in this contract shall be excluded if the non-performance or improper performance is directly caused by the occurrence of Force Majeure. By Force Majeure, the Parties shall understand any event beyond the control of the Parties.

13. The following events shall be considered as Force Majeure:

1. action of the elements, flood, accident, fire, explosion, epidemic,
2. war, threat of war, terrorist activity, mobilization, riot, rebellion, sabotage, insurrection, social unrest or requisition,
3. strike, lockouts or other commercial or industrial disputes involving employees of the Manufacturer or PCBC,
4. technical failures in the area of PCBC activities performed under this contract, including in the premises of the Manufacturer, which may result in death or serious damage to health of persons implementing the subject of this contract.

The following cases shall not be considered as Force Majeure:

* 1. events caused by the negligence or wilful omissions/actions of the Party or the Parties, their suppliers/service providers, agents, co-operators or employees, auditors/experts,
	2. weather conditions that could have been foreseen by the Party or suppliers/service providers/ auditors/subcontractors,
	3. lack of sufficient financial or technical resources for the implementation of the subject of this contract.

14. The Party referring to Force Majeure shall be obliged to immediately notify the other Party, no later than 5 (five) days from its occurrence. The cessation of Force Majeure shall be notified to the other Party immediately.

15. Regardless of the right to extend the contractual period for the performance of a particular activity being the subject of this contract for the duration of Force Majeure, PCBC shall be obliged to make every effort to catch up the arrears resulting from Force Majeure, after the obstacles to the performance of this contract caused by Force Majeure have ceased.

16. In case of Force Majeure exceeding 4 (four) weeks, the Parties shall begin talks in order to establish new terms of this contract or its termination.

17. Termination of this contract or any changes to it require to be made in writing under pain of nullity.

18. This contract, to the extent that it shall not refer to the tasks/obligations/rights set out in Regulation (EU) 2019/1009, shall be subject to Polish law.

19. The Parties shall undertake to interpret the content of this contract each time in accordance with Regulation (EU) 2019/1009 in relation to the tasks/obligations/rights explicitly set out in Regulation (EU) 2019/1009. The aforementioned interpretation may not, in any case, seek to extend the liability of PCBC, referred to in para. 10 above.

20. Any disputes that may arise during the performance of this contract shall be settled through negotiations. If it is impossible to resolve the disputes, including, inter alia, the interpretation or performance of this contract, by negotiations, disputes between the Parties of this contract shall be settled by the Polish court having jurisdiction as to the seat of PCBC, according to Polish law, in Polish.

21. This contract has been drawn up in two identical counterparts, one for each of the Parties, if it is signed in hard copy or in electronic form, signed by authorized person.

22. The Appendixes to this contract shall be its integral part.

Appendixes:

1. Appendix 1 – FBS-N-02- Cost Estimate – approved (signed) by the Manufacturer,
2. Appendix 2 – FBS-N-55- Manufacturer's declaration that he has not lodged an Application for conformity assessment of an EU fertilising product covered by the contract with PCBC to another Notified Body / Manufacturer's declaration on rejection of the Application for a conformity assessment of an EU fertilising product covered by the contract by a Notified Body other than PCBC / Manufacturer’s declaration on refusal to issue the Certificate for the EU fertilising product covered by the subject of the contract by a Notified Body other than PCBC,
3. Appendix 3 – GDPR information clause of the Manufacturer,
4. Appendix 4 - FBS-N-03– GDPR information clause - obligation carried out on behalf of PCBC,
5. Appendix 5 - FBS-151 – The contract for entrusting the processing of personal data.

|  |  |
| --- | --- |
| **PCBC** | **Manufacturer** |
| ........................................(signature) | ........................................(signature) |
| ........................................(date) | ........................................(date) |

**Appendix 4 to the contract**

**Information obligation carried out on behalf of PCBC**

Fulfilling the obligation arising from the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) hereinafter referred to as GDPR - please be informed that:

**I. Controller of personal data**

The Controller of your personal data is **POLSKIE CENTRUM BADAŃ I CERTYFIKACJI S.A.**, 469 Puławska St., 02-844 Warsaw, hereinafter referred to as **PCBC,**

**II. Data Protection Officer**

Contact details of the Data Protection Officer - mailing address: Data Protection Officer, **POLSKIE CENTRUM BADAŃ I CERTYFIKACJI S.A**., 469 Puławska St., 02-844 Warsaw; email: iod@pcbc.gov.pl.

**III. Data processing purposes and grounds**

The Controller will process your data for the purposes of:

- if you are a party to this contract, your personal data will be processed for the purpose of entering into this contract and its performance (legal basis Article 6 (1) (b) of the GDPR),

- if you are a person representing a party to the contract, listed in the introductory part of the contract, your data will be processed for the purpose of determining and verifying the entitlement to represent the entity (legal basis Article 6 (1) (f) of the GDPR),

- if you are a contact person in relation to the performance of the contract and/or responsible for making current arrangements in relation to mutual cooperation between the Parties to the contract, your data will be processed in order to properly perform the contract, ensure current contact and maintain cooperation between the Parties to the contract (legal basis for processing - Article 6 (1) (f) of the GDPR),

- in order to possibly determine, pursue or defend claims related to the business activity conducted by PCBC (legal basis - Article 6 (1) (f) of the GDPR).

**IV. Categories of personal data**

The Controller will process your personal data only to the extent strictly necessary, respectively to the purposes specified above. The Controller will not collect and process any redundant data except the data necessary to establish the correct right to represent the contracting Party and/or the business data for the correct execution of the contract and ongoing communication.

**V. Data storage period**

Your personal data shall be stored for the period of performance of the contract between PCBC and a **Party to this contract** in accordance with the law, and for the period of pursuing potential claims between the Parties to the contract.

**VI. Data subjects' rights**

You have the right of access to your data and the right to: rectify, restrict of processing, the right to object and the right to request erasure of data. Detailed principles of exercising the aforementioned rights are regulated in Article 15-18 of GDPR.

**VII. Right to lodge a complaint to a supervisory authority**

You have the right to lodge a complaint to the supervisory authority, which in Poland is the President of the Office for Personal Data Protection**.**

**VIII. Recipients of the data**

Your personal data may be disclosed to entities authorized by law, e.g., control and supervisory authorities.

Your personal data may also be disclosed to processing entities in connection with the performance of contracts concluded by PCBC under which they have been entrusted with personal data processing, including e.g.: IT service providers, companies providing legal services, external auditors.

**IX. Source of data**

Your personal data was provided to PCBC by the other Party to this contract in connection with the performance of this contract.

**X. Information concerning automated processing of personal data, including profiling**

Your data shall not be processed in an automated manner, including profiling.