

## **29.7. Rights and duties of the operator**

1. During the time period of the contract the operator commits to carry out and adhere to the terms and conditions of the PGS/NPOP standards as also to implement the conditions, procedures and precautions stipulated by ROCO. The operator will also be ready to undergo inspection (even if without pre-announcement) by the authorised personnel of ROCO or the competent authority and to grant unhindered access to all the premises, machinery, installations, and the records of the farm /company.

2. The operator agrees to place the complete information at ROCO's disposal that would be necessary for the comprehensive description of all the business units as also for the certified products including the verification of the movement of goods:

- Production units present cultivation plans every year to an agreed upon date according to plots / lots to the inspection and certification bodies. Further book keeping will be done on the basis of which the ROCO can check the origin, type and quantity of the bought-in items and their use and the type, quantity and purchaser of all the sold products. Daily records must be kept for all products from sales to the end user.
- Processing and handling operations are obliged to a book keeping system, with the help of which the ROCO can verify the origin, type and quantity of the purchased agricultural raw material/suppliers, ingredients, processing auxiliary material, as well as the type, composition, sales quantities and also purchasers of certified products leaving the operation.
- The above-mentioned documents and details must be kept in such a way that they all are complete and fully accessible at any time. The operator is committed to store them for a minimum of 5 years and to keep all the reports and documentation in the form agreed by ROCO.

3. The operator will undergo, if necessary, due sanctions in accordance with the ROCO Sanctions policy and those of the competent authority. If during inspection a violation of any of the terms and conditions listed under item 1 is detected, then the operator herewith commits to eliminate the detected deviation within the agreed upon time frame and so also to fulfil the possible conditions imposed.

4. The operator also immediately commits to implement sanctions, which result in a notification to the authorities or even to customers, in the best possible way.

5. The operator also commits to allow and document random sampling by authorised personnel of ROCO

- The operator also commits to inform ROCO immediately on the following:


- Any major changes made in the business units and activities from the one described earlier
- if the business unit or a part of it is transferred to a different entity or the business is continued by another entity/organisation (the rights and duties of this contract will get transferred automatically to the new entity without unless stipulated in writing by either side)
- any changes in the specification or production methods of the products [recipe, production process, packing, cultivation plan or quality management system (like change in the business unit head etc.)]
- serious complaint reported by a third party with regard to the products certified by ROCO
- all measures taken in case the operator has to suspect that any products produced and processed by him are not in compliance with the relevant organic standards.
- the operator maintains the records about all the reported objections/complaints with respect to the conformity of all products with the specifications of the applicable ordinances and grants ROCO access to all these records.

7. The operator puts all available information which is needful for the control of organic products to the certification body's disposal.

8. As per contract it is not allowed to the operator to use this certification for other proprietors in the organic area.

Operator agree to

- Establish, implement, and update annually an organic production or handling system plan that is submitted to an accredited certifying agent
- Maintain required documents to prove that the operator is fulfilling the requirements of the certification programme
- Make necessary arrangement for resolution of complaints against the certified operation or produce
- Make claims regarding certification only in the respect of scope for which certification is granted
- Does not use its certification to bring disrepute to the ROCO
- Does not make statement which is misleading or unauthorized
- Discontinue the use of all advertising matter that mentions certification upon suspension or cancellation of certification
- Return any certification document as required by the ROCO on suspension or cancellation
- uses certification only to indicate that products are certified as being in conformity with specified standards.

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- endeavours to ensure that no certificate or report nor any part thereof is used in a misleading manner
- Complies with the ROCO requirements in making reference to its certification in communication media
- Immediately notify the certifying agent concerning any: Application, including drift, of a prohibited substance to any field, production unit, site, facility, livestock, or product that is part of an operation
- The programme shall not allow operators to switch in and out of the certification system.
- All the parties involved in the chain of production of a certified product has written agreements, with clear responsibilities.
- Agrees to maintain or improve the natural resources of the operation, including soil and water quality.

Last changed by : QM.	Last approved by : CEO
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