

Regulation on Use for the Certification Mark GGN (word/figurative mark)

As of February 2022

1. Owner

The owner of the certification mark is FoodPLUS GmbH, Spichernstraße 55, 50672 Cologne, Germany (hereinafter 'Owner'). The Owner has developed the GLOBALG.A.P. standard for good agricultural practice as well as the GGN consumer label and manages all company activities worldwide, from standard setting, services for partners, marketing and certification management to integrity testing. The Owner function as the Secretariat for the GLOBAG.A.P. certification regime and acts as the sole management platform for the GLOBALG.A.P. certification regime. The management of FoodPLUS GmbH is responsible for the implementation of procedures and standards and manages the GLOBALG.A.P. database.

2. Declaration on commercial activity

The Owner is not engaged in any commercial activity involving the manufacture and/or supply of goods covered by the certification mark.

3. Reproduction of the mark

The certification mark is the mark as shown below (hereinafter: "Mark"):



4. Goods covered by the mark

Class 01: Starches for use in manufacturing and industry.

Class 05: Dietetic foodstuffs and preparations for medical or veterinary purposes; infant formula; dietary supplements for humans and animals.

- Class 18: Leather, furs and animal skins.
- Class 29: Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits; jellies for food; jams; compotes; eggs; milk; milk products; edible oils and fats; prepared meals consisting substantially of meat, fish, poultry or game; all the aforesaid goods also being chilled or frozen.
- Class 30: Coffee; tea; cocoa; artificial coffee; sugar; rice; tapioca; sago; flour; cereal preparations; bread, pastries and confectionery; edible ices; golden syrup; mustard; vinegar; sauces, condiments; spices; herbs for culinary purposes; pizzas; prepared meals consisting substantially of pasta; all the aforesaid goods also being chilled or frozen.
- Class 31: Agriculture, horticultural and forestry products, and aquaculture products; foodstuffs and fodder for animals; fresh fruits and vegetables; seeds for planting; flowers; animal foodstuffs; malt; all the aforesaid goods also being chilled or frozen; live animals; natural plants.
- Class 32: Beer; mineral and aerated waters and other non-alcoholic beverages; fruit juice beverages; syrups and other preparations for making beverages; all the aforesaid goods also being chilled or frozen.

5. Characteristics of the goods to be designated

The Mark certifies and guarantees that the goods bearing the Mark have been produced on the basis of the GLOBALG.A.P. standard "GLOBALG.A.P. IFA" and that this has been verified by annual inspections. Excluded from certification are crops grown solely for medicinal or aromatic purposes, including goods containing such crops. The conditions for certification according to the aforementioned standard are compliance with various regulations on quality management, food safety, pesticide residue monitoring systems to be observed in the production of the goods covered by the Mark. The standard ensures that the goods bearing the Mark have been produced based on responsible, safe, transparent and sustainable agriculture. The standards applicable to the respective sectors (crops, livestock and aquaculture) consist of the general set of rules as well as the specific sets of rules for the respective sector. The corresponding standards are freely accessible under the following direct links:

General Requirements

https://www.globalgap.org/content/galleries/documents/200715_GG_GR_Part-I_V5_4-GFS_en.pdf

Crops Rules (incl. fruit, vegetables, flowers, ornamentals, plant propagation material, combinable crops, tea, hop) https://www.globalgap.org/content/galleries/documents/200221_GG_GR_Crops_Rules_V5_3-GFS_en.pdf
Aquaculture Rules (incl. finfish, crustaceans, molluscs) https://www.globalgap.org/content/galleries/documents/200715_GG_GR_Aquaculture_Rules_V5_4-GFS_en.pdf
Livestock Rules (incl. dairy, cattle and sheep, calves, pigs, poultry, turkey) https://www.globalgap.org/content/galleries/documents/190201_GG_GR_Livestock_Rules_V5_2_en.pdf

6. Conditions for the use of the trademark; Sanctions

The Mark may be used only with the prior written consent of the Owner. The basic requirement for consent to use the Mark is a valid GLOBALG.A.P. certification of the producer or group of producers (in the following: "Producer") of the goods and GLOBALG.A.P. Chain of Custody certifications for all companies in the supply chain of the goods (intermediate suppliers, supplier). In connection with the application procedure, the applicant must also prepare a portrait of the Producer (farm), which will be published on the websites at www.ggn.org. The register of all authorized users of the Mark is available at:

<https://ggn.org/Flori/OurFarms>.

After consent has been given, the Mark may only be used together with the individually assigned identification number, which enables the end consumer to identify the Producer of the respective goods and to view the portrait of the Producer.

The Mark must always be used as a certification mark.

In the event of misuse of the Mark or culpable infringement of these regulations by the Producer, the Owner may, in particular, take the following measures:

- issue a warning
- in case of recurrence, impose an appropriate contractual penalty in favor of the Owner
- withdraw the authorization to use the Mark, in urgent cases with immediate effect

In the event that the infringer is a party otherwise entitled to use the Mark, the infringer may file an appeal against the above measures with a statement of grounds of appeal. In response to this appeal, the Owner must withdraw the measures taken or maintain them with reasons. If the infringer does not agree with the appeal decision of the Owner, he may appeal to the ordinary courts.

In addition, the Producer has an independent right of appeal in the following situations:

- (i) Where the Owner refuses to certify goods or to authorize the use of the Mark;
- (ii) Where the Owner authorizes use of the Mark subject to certain conditions and the Producer wishes to appeal in relation to those conditions.

7. Companies authorized to use the trademark

Use of the Mark is available to any Producer that complies with these Regulations, and trades in the sectors plant, farm animal, or aquaculture.

Only Producers who have previously applied for certification and have been successfully inspected by an accredited certification body approved by the Owner are authorized to use the Mark. Provided that the Owner confirms the application after successful inspection, consent to use the Mark is granted.

The use of the Mark is subject to fees payable to the Owner according to the applicable fee schedule, which may be adjusted annually by the Owner. The General Fee Table 2021 for obtaining a GLOBALG.A.P. certification is available at:

https://www.globalgap.org/content/galleries/documents/211201_General-GG-Fee-Table_2021_V6_en.pdf

The license fees for using the Mark are available at:

https://www.globalgap.org/uk_en/ggn-label/about-the-ggn-label/index.html

8. Verification and monitoring

In order to obtain and maintain a certification, a registered Producer must conduct a self-inspection as well as receive an inspection by the certification body. Certification bodies must be previously accredited by the Owner on the basis of the "Certification Body and Accreditation Rules " (Part III of the "GLOBALG.A.P. General Regulations") according to ISO/IEC 17065. The inspections cover, in particular, all products covered by the certification, including the production processes related to them, as well as all registered production sites.

The self-inspection must

- cover all registered production sites, products and processes within the scope of certification to verify compliance with certification requirements,
- be carried out under the responsibility of the Producer

- be carried out at least once a year before the initial inspection or before announced follow-up inspections.

In addition, each Producer must undergo an announced inspection by the certification body, initially at the initial inspection and then once a year. The announced (initial) inspections consist of an off-site inspection and an on-site inspection. During the off-site inspection, the certification body checks the documentation that the Producer sent to the certification body before the on-site inspection. The documentation must include in particular: documentation of self-inspection, food safety declaration, risk assessments, procedures related to relevant control points, veterinary health plan, analysis programs, analysis reports, licenses, list of medicines used, list of plant protection products used, proof of laboratory accreditation, certificates or control reports of subcontracted activities, records of use of plant protection products, fertilizers, medicines. The on-site inspection is carried out after the documentation review is completed. There is a 28-day period from the date of submission of the documentation for the on-site inspection to be carried out. During the on-site inspection, the certification body checks, in particular, the information contained in the documentation as well as the manner of the production processes on site.

In addition, during the 12-month validity period of a certificate, the certification body carries out unannounced on-site inspections of at least 10% of all Producers per product sector inspected by the respective certification body. The scope of the inspection corresponds to the annual on-site inspection. The certification body may notify the Producer in advance of the intended visit. This notification is usually made no more than 48 hours in advance. The regular annual inspection and unannounced inspections must be carried out in two separate visits, at least 30 days apart.

9. Rights and obligations of the parties in the case of violation of the Mark

The person entitled to use the Mark may, with the consent of the Owner of the Mark, bring an action for infringement of the mark himself, provided that he has his own claim for compensation for the damage suffered by the person entitled to use the Mark as a result of the unauthorized use of the Mark or similar sign.

----- End of Regulation on Use -----