

General Business and Usage Terms of IFS Management GmbH (“IFS”) for the Self-Assessment Section of the IFS Portal

I. Preamble

IFS operates the IFS Portal which consists of different sections. In the Self-Assessment Section (“SAS”), IFS offers suppliers (“Supplier”) the opportunity to conduct self-assessments (“Self-Assessment Modules”).

The following General Business and Usage Terms stipulate the conditions where Supplier may use the SAS of the IFS Portal.

II. Object and changes to the General Business and Usage Terms

1. Object of the General Business and Usage Terms

These Business and Usage Terms regulate the manner in which Supplier may use the SAS of the IFS Portal to conduct self-assessments.

The details concerning the availability and general use of the SAS will be exclusively regulated by these Business and Usage Terms subject to possible individual contractual agreements, which have to be agreed in writing. Each of the Self-Assessment Modules will have separate and specific Terms and Conditions which the Supplier has to accept before uploading the results of its self-assessment to the IFS Portal.

2. Changes to the General Business and Usage Terms

IFS reserves the right to change these Business and Usage Terms at any time, including during existing contractual relationships. IFS will inform the Supplier of such changes at least 30 (thirty) calendar days before the planned commencement of the change. Insofar as the Supplier does not object to the change in writing, the change shall be deemed as effectively agreed from commencement.

III. Services and contents of the SAS

1. Contractual Purpose

The aim of the SAS is to give the Supplier the opportunity to conduct different modules of self-assessments and to inform other users of the IFS Portal about the assessment result (“Contractual Purpose”).

2. Temporary Restrictions

IFS may temporarily restrict its services at any time without prior warning, especially if this is necessary with regard to capacity limits, the security or integrity of the servers used for the IFS Portal or the SAS in particular, or in order to carry out technical measures which serve the proper or improved provision of the services (maintenance work). In these cases, IFS will take the justified interests of the Supplier into consideration, such as e.g. by advance information insofar as this is possible.

3. Changes to the SAS

IFS may add Self-Assessment Modules and/or replace them at any time with more advanced or more suitable modules. In this case, IFS will take into account the legitimate interests of the Supplier and inform the Supplier as soon as possible about the change.

IV. Registration, conclusion of contract, contractual term

1. Registration for the SAS of the IFS Portal

- a) Registration for the SAS of the IFS Portal is carried out online via the IFS website (www.ifs-certification.com) where the corresponding registration form is located.
- b) Exclusively Suppliers are authorized to register, i.e. individuals or legal entities operating as producers, brokers, commercial agents, traders or importers of food products, household and personal care products, and/or packaging materials.
- c) The Supplier agrees to enter all data necessary for the registration, in full and truthfully. In case of a subsequent change, the Supplier agrees to update the database by sending a notice to IFS. This notice must be sent by e-mail to: info@ifs-certification.com.

2. Conclusion of contract

- a) By sending the fully completed registration form, the Supplier (i) submits an offer to IFS for the conclusion of a contract, and (ii) agrees to use the Self-Assessment Modules only for the Contractual Purpose.
- b) If IFS rejects the offer, IFS will inform the Supplier by email, stating the reason for the rejection.

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- c) If IFS accepts the offer, IFS will send the supplier a confirmation email with the relevant access data. Upon receipt of this email, the contract is concluded. Access to the SAS may exclusively be carried out by authorized employees from the Supplier. If there is a possibility that unauthorized third parties have gained or will gain knowledge of the access data, IFS is to be informed immediately. The Supplier will be liable for third party use within the framework of statutory regulations.
- d) The contract for use of the SAS with IFS cannot be transferred to third parties. If the Supplier wishes to grant an external service provider access to the SAS, the Supplier requires prior written consent from IFS. Furthermore, the service provider has to agree in writing to only use the SAS to support the Supplier to reach the Contractual Purpose and to accept these General Business and Usage Terms. Even if IFS gives its consent, the Supplier will be liable for the service provider's use of the SAS.

3. Contractual term and termination

- a) The contract for use of the SAS will apply for an unlimited period of time as long as Supplier actively uses the SAS.
- b) The contract ends automatically if the Supplier seizes to maintain an active certificate, letter of confirmation or self-assessment confirmation for more than three months. In this case the Supplier's account will be deactivated.
- c) IFS can terminate the contract with effect from the day on which the changes of these Business and Usage Terms (see II. 2) commence in case the Supplier objects to such changes. In the event that IFS elects to discontinue the provision of contractual services to all suppliers, IFS reserves the right to terminate the contract without prior notice or explanation. If IFS continues to provide the contractual services, IFS reserves the right to terminate the contract within a notice period of one week for an important reason. Examples of important reasons are:
 - The Supplier assigns its contract with IFS to a third party or unauthorized third parties who are granted access to SAS via its user account.
 - The Supplier violates statutory and contractual regulations and/or rights, in particular data protection rights of third parties.
 - The Supplier abuses the services of IFS.

- The Supplier repeatedly breaches the General Business and Usage Terms of IFS.

V. Consent of the Supplier

With the registration to SAS, the Supplier grants IFS the right to be contacted by e-mail, in particular in the event of technical modifications to the SAS, or to be notified about new developments from IFS or about new offers for the Supplier.

Furthermore, the Supplier grants IFS the right to monitor the Supplier's use of the SAS for compliance purposes.

VI. Obligations of the Supplier

1. The Supplier is forbidden from all activities in connection with the SAS, which violate applicable law, infringe rights of third parties and breach the principles of data and youth protection.
2. The Supplier is also prohibited from all acts, which intentionally or unintentionally impair the smooth operation of the SAS, in particular when putting excessive pressure on the systems of IFS.
3. Insofar as a claim is asserted against IFS by third parties due to an act of the Supplier which infringes a right, the Supplier agrees to indemnify IFS from these claims.
4. Should the Supplier become aware of illegal, improper use in breach of the usage contract or other unauthorized use of the SAS, it undertakes to report this to IFS immediately.
5. Should the Supplier identify technical defects in the SAS, the Supplier is required to promptly notify IFS about the defect. If the Supplier fails to report the defect or reports it late and if damage occurs to the Supplier as a result, IFS shall not be liable for any damage resulting therefrom.
6. The Supplier is obligated to use secure passwords and to refrain from disclosing them to third parties.
7. The Supplier is obligated to immediately inform IFS in the event of an information security incident, such as cyber-attacks, data loss, etc. affecting the Supplier's systems.
8. The Supplier is obligated to immediately inform IFS in the event of a data protection incident affecting IFS.

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VII. Copyrights and liability for links

1. Copyrights

The content available within the framework of the SAS is subject to German copyright law. The content is respectively owned by IFS or other third parties, which have given IFS the right of use and exploitation of the respective content available to IFS. The reproduction, editing, distribution as well as all other types of exploitation of this content require the written consent of IFS. Downloads and copies of this content are only permitted for internal use and not for commercial use.

With regard to the content of third parties (so called third-party content) IFS does not carry out any examination for completeness, accuracy and lawful nature and therefore does not assume any liability or warranty for the completeness, accuracy, lawful nature and actuality of the third-party content. Third-party content is marked separately as such. Should the Supplier become aware of an infringement of copyright, it is obligated to inform IFS hereof accordingly.

Upon becoming aware of such infringements, IFS will remove such content promptly.

IFS retains all rights, title and interest in and to the SAS and any modifications, improvements and/or enhancements thereto.

2. Liability for links and provided data

The services offered by IFS may include links to external websites maintained by third parties that are not under the control of IFS. Therefore, IFS does not assume any warranty for such third-party content. The respective provider or operator of the websites is always responsible for the content of the linked websites. The linked websites are examined by IFS for possible breaches of rights at the time link is made available. An ongoing control of the content is, however, not deemed reasonable without concrete indications of an infringement of rights. Upon becoming aware of such an infringement, IFS will remove the corresponding link promptly.

The data available within the framework of the SAS has been researched and implemented with the greatest possible care by IFS. IFS makes every effort to ensure that the information is up-to-date, correct and complete. Nevertheless, the occurrence of possible errors cannot be ruled out. Despite careful checking,

no liability can therefore be accepted as to whether this data is accurate, complete and up-to-date. In particular, IFS accepts no liability whatsoever for any damage or consequences arising from the direct or indirect use of the data provided. Any comments and corrections concerning the data can be sent to info@ifs-certification.com.

VIII. Data Protection and other provisions

1. Data protection

Any personal data of the Supplier collected by IFS in connection with the registration and the use of the SAS will only be collected, stored and processed, insofar as this is permitted for the provision of the services as per contract, by statutory regulations or the legislator or where the Supplier has given prior consent. IFS will treat the data confidentially and in accordance with the provisions of the applicable data protection law, and will not forward these to third parties.

2. Written form requirement

Unless expressly stated otherwise in these General Business and Usage Terms, all declarations relating to the use of the SAS must be submitted by e-mail. The e-mail address of IFS is: info@ifs-certification.com.

3. Severability clause

Should one provision of the General Business and Usage Terms be or become invalid, this shall have no effect on the legal validity of the other provisions. A valid provision shall replace the invalid provision, which shall as closely as possible correspond with the commercial intent of the parties.

4. Applicable law

These General Business and Usage Terms are subject to the law of the Federal Republic of Germany.

5. Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from these General Business and Usage Terms is, insofar as such an agreement on the place of jurisdiction is permissible, the registered seat of IFS.