

Laboratorio Analítico Bioclínico SLU
C7 Albert Einstein nº7
PITA Autovía del Mediterráneo (A7) salida 460
04130 El Alquián-Almería (Murcia)
Spain

Berlin, March 31th 2020

BNN-Laboratory approval of Laboratorio Analítico Bioclínico SLU (LAB)

Dear Mr. José Manuel González Martínez,

Laboratorio Analítico Bioclínico SLU (LAB) fulfills the laboratory requirements of Bundesverband Naturkost Naturwaren (BNN) e.V. regarding analytical and evaluation competence for pesticide residues. Mr. José Manuel González Martínez is the person to contact concerning organic samples.

The approval is granted for the module(s)

A1 Pesticides in B1 Fresh fruit and vegetables
A1 Pesticides in B2 Processed fruit and vegetables
A2 Heavy Metals and Nitrates in B1 Fresh fruit and vegetables
A2 Heavy Metals and Nitrates in B2 Processed fruit and vegetables
A2 Heavy Metals in B3 Cereals and cereal products, rice, oil seeds as well as vegetable oils and vegetable fats
A2 Heavy Metals in B4 Tea and fruit teas, spices

and is valid from **01.04.2020 until 31.03.2023**. Your lab's name will be published on www.n-bnn.de -> Leistungen (services) -> Qualitätsarbeit (quality affairs) -> Laboranerkennung (BNN laboratory approval) -> anerkannte Labore (approved labs).

The approval comes into effect on receipt of the signed framework agreement. Please be aware of the requirements after approval (s. framework agreement and information related to your application in the appendix).

Best regards

Ulrike Schaal
Bundesverband Naturkost Naturwaren

Enclosed: Detailed information related to your application, framework agreement

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Framework Agreement BNN Laboratory Approval

between

Bundesverband Naturkost Naturwaren (BNN) [Association of Organic Processors, Wholesalers and Retailers]
Michaelkirchstr. 17-18, 10179 Berlin, Germany

- hereinafter "BNN" –

and

Laboratorio Analítico Bioclínico SLU
C7Albert Einstein nº7, PITA Autovía del Mediterráneo (A7) salida 460, 04130 El Alquián-Almería (Murcia),
Spain

- hereinafter "Lab" –

In order to ensure BNN members adherence to the requirements for quality of lab analyses for organic products and the comparability of analysis results on uniformly high level, a qualification and continuous evaluation of the labs in the field of analytics and evaluation of organic products is required (see "Lab requirements for application" in the Guideline for Lab Approval by BNN e.V.)

The legal requirements for the lab approval are defined by the following framework agreement:

1. Object of the agreement

The Lab will be qualified by BNN for the implementation of lab-analytical services (analytics and interpretation of lab results) in the following fields:

Module combinations

A1 / B1 (pesticides in fresh fruits and vegetables)

A1 / B2 (pesticides in processed fruits and vegetables)

A2 / B1 (Heavy metals and nitrate in fresh fruits and vegetables)

A2 / B2 (Heavy metals and nitrate in processed fruits and vegetables)

A2 / B3 (Heavy metals in cereals and cereal products, rice, oil seeds as well as vegetable oils and vegetable fats)

A2 / B4 (Heavy metals in tea and fruit teas, spices)

For maintaining the approval the Lab undertakes to observe the requirements defined in the "Guideline for Lab Approval by BNN e.V." under the heading "Standing requirements for maintaining the lab approval".

2. Fees

For approval according to the module combinations listed in number 1, maintaining the approval as well as for the performance of a review of the approval after every three years, the Lab will pay fees to the stipulation of the "Fee Rules for lab approval BNN" in its respectively valid version. The fee rules valid at the time of the conclusion of this framework contract are enclosed to this framework agreement.

BNN will inform the Lab in time about any changes of the fee rules.

3. Transfer of rights and duties

The Lab will be qualified by this framework agreement exclusively in the scope of number 1. Any subcontracting of another lab in the scope of the module combinations listed in number 1 is not permitted, unless in cases of exceptions that have been acknowledged by BNN as such.

BNN may contract an external service provider for the review of applications for BNN approval, the measures and their review for maintaining the approval(s) and the review of approvals in planned intervals. As applies the external service provider will also be authorised for the direct implementation of all modalities including the collection of fees pursuant to number 2.

4. Secrecy

BNN will obligate its own staff, and in case of external service providers the staff of those as well, for maintaining secrecy of all data that becomes known in the context of the BNN qualification procedure or that can be considered to be among the Lab's business secrets in any other way.

5. Duration of the agreement and cancellation

The agreement is limited to three years and will automatically end on March 31st 2023 without requiring additional cancellation. A new framework agreement between BNN and the Lab may be concluded, insofar as the requirements for a "re-approval" (according to the BNN Guidelines for Lab approval) are fulfilled by the Lab. If the Lab is interested in a re-approval, appropriate application must be filed at the latest 6 months prior to the expiration of the framework agreement valid at that time, in order to ensure an uninterrupted transition.

The right to extraordinary cancellation for material reason remains unaffected. A material reason is specifically present, if the Lab violates an important provision of this agreement, and if it does not remedy the violation despite two times warning.

If the framework agreement and the associated qualification of the Lab by BNN are terminated by expiration of the period or by cancellation for material reason, BNN shall be entitled to communicate such to its members and on its internet page.

6. Use of logo

The labs listed on the internet page of Bundesverband Naturkost Naturwaren (BNN) e.V. may use the logo of Bundesverband Naturkost Naturwaren (BNN) e.V. in their communication and external presentation. The use of the logo is non-transferrable to third parties. If the BNN lab approval agreed in this contract expires, the Lab undertakes to remove the logo with immediate effect from the communication and external presentation of the lab.

7. Place of fulfillment and jurisdiction

This agreement is exclusively governed by German law. Place of fulfillment and jurisdiction is the place of BNN's registered offices.

8. Final provisions

Verbal side agreements to this agreement do not exist. Changes and amendments require – except for changes to the Guidelines for Lab Approval under Bundesverband Naturkost Naturwaren (BNN e.V.) – the written form for validity.

If individual provisions of this agreement should prove to be invalid, the validity of the agreement for the rest shall not be affected thereby. In such case, the agreement shall be amended in such way that the purpose pursued by it will be achieved. Same applies, if in the implementation of the agreement an omission in need of amendment becomes apparent.

Bkk, 31.3.20

Place, date

Bundesverband Naturkost Naturwaren (BNN) e.V.

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Tel: +49 (0)30 847 12 24 44
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kontakt@n-bnn.de

Bundesverband Naturkost Naturwaren e.V.

DLA212, 07.4.20

Place, date

LABORATORIO ANALÍTICO
BIOLÍNICO S.L.U.
C.I.F.: B04437331

Lab