



Statutes

as amended on 21. October 2021

§ 1

Name, Office, Jurisdiction, and Business Year

- (1) The association is named “SGF International e.V.”.
 - (2) SGF stands for industrial self-control “Safe – Global – Fair”.
 - (3) The association is an industrial, non-governmental organisation.
 - (4) The registered office of the association is in Saulheim, Germany.
 - (5) The business year is the calendar year.
- c) to control juices, nectars and other products made from fruits and vegetables.
 - d) to control other food products.
 - e) to develop, further develop and apply instruments and methods for food controls.
 - f) to create one or several quality label associations or quality marks or to participate in such associations and to introduce corresponding quality and safety marks or labels.
 - g) to represent the interests of the members vis-à-vis the market and society at large on a national and international scale.

§ 2

Objectives of the Association

- (1) The objectives of the association are
 - a) to promote free and fair competition, particularly by
 - controlling safety and quality of products,
 - protecting members against unfair competition,
 - supporting members in complying with due diligence,
 - supporting members in averting unjust attacks.
 - b) to make a contribution to consumer protection.
- (2) In case of infringements against food legislation and/or rules and/or regulations of the control or quality label systems, the association can impose sanctions and/or initiate legal proceedings in order to fulfil the objectives of the association.
- (3) The association can acquire membership of other associations/organisations in order to fulfil the objectives of the association.
- (4) The association does not act on behalf of commercial and/or political interests of individual members, in particular individual companies and/or national associations.
- (5) The association is not liable for information provided.

§ 3

Fulfilling the Objectives of the Association

- (1) The association sets up control systems and implements other measures to fulfil the objectives of the association pursuant to § 2.
- (2) Details about the control systems and other measures are stipulated in the rules of procedure or rules of the control systems drawn up by the Executive Committee in accordance with the provisions of these Statutes.

§ 4

Membership

The association is open for membership to companies, associations, and natural persons. Membership is voluntary.

- (1) Ordinary members are:
 - a) Producers and bottlers of the goods defined in § 2 intended for sale to the consumer (member group **IQCS/Bottler**).
 - b) Processors of fruits and vegetables, and of semi-finished goods, defined in § 2 **not** intended for sale to the consumer (member group **IRMA/Processing**).

(2) Extraordinary members are:

- a) Traders or trade companies and commodity brokers for raw materials and semi-finished goods (member group **IRMA/Broker**)
 - b) Warehouses and refrigerated warehouses (member group **IRMA/Warehouse**)
 - c) Transport companies (member group **IRMA/Transport**)
 - d) Tank cleaning stations (member group **IRMA/Tank Cleaning**)
- (3) Supporting members are companies, associations and natural persons with an interest in the objectives of the association who do not fulfil the prerequisites for ordinary or extraordinary membership.
 - (4) Application for admission must be submitted in writing. The respective decision is taken by the Executive Committee. If an application is rejected by the Executive Committee, it is possible to raise an objection to the General Assembly. The decision of the General Assembly is final.
 - (5) Membership comes into effect on the day after which the association has received the first annual membership fee. If the association does not receive the fee within the first 6 months of issuing the invoice for the first annual membership fee, the application for membership is deemed to be withdrawn and the Executive Committee's approval is regarded as not having been issued.

§ 5

Obligation of Members

- (1) The members are obliged to promote the objectives of the association.
- (2) The ordinary and extraordinary members shall participate in the control systems pursuant to § 2 and comply with the corresponding rules.
- (3) Statutory decisions taken by the association are binding for the members; this applies in particular to payment of the fees and levies decided on by the General Assembly pursuant to § 9.
- (4) Members shall observe all relevant legal regulations, industrial codes and standards as well as other rules acknowledged by the Executive Committee for the production of goods defined in § 2. In case of contradicting rules, the higher ones have to be observed.
- (5) Participation in the association's control systems shall not exempt the members from their full and sole responsibility under food legislation and contractual law for the quality and for the warranted characteristics of the manufactured and traded products.

§ 6

Rights of the Members

- (1) The members shall have the right to present a motion to the Executive Committee and the General Assembly. The members shall especially be entitled to demand that within its possibilities, SGF International e.V.

pursues infringements of legal regulations on unfair competition and relevant food legislation disclosed to the association, and submits neutral reports periodically about its activities.

- (2) After completion of the examinations and control measures performed according to the statutory activities of the association, the members will be informed about the examination results for their company.
- (3) Members participating successfully in the control system shall be entitled to advertise this participation during their membership, in accordance with the respective rules of the control system, and if they use logos, in accordance with the rules and conditions for using the logo.
- (4) The members have the right to object to corrective actions and quality assurance measures imposed by the Executive Committee. At the request of the member company, the Executive Committee's decision shall be submitted to the board of arbitration of the Waren-Verein Hamburger Börse e.V. (Merchandise Association of the Hamburg Exchange) for review. Deviating decisions by the board of arbitration in favour of the member are binding for the association. (The currently valid rules of arbitration of the Waren-Verein Hamburger Börse e.V. shall apply.)
- (5) The members pursuant to § 4 (1) and (2) have the right to vote and to be elected in the General Assembly. Members may also exercise their voting rights by secure electronic voting methods. They have one basic vote each and one additional vote for each full 1,500 Euro of annual membership fee. The number of votes is limited to 25 for each member. A member company pursuant to § 4 (1) und (2) has also the right to authorize in writing a representative of another member

company to exercise their voting rights in the General Assembly. However, no member can represent more than 10 other members.

§ 7

Temporary Suspension of Registered Sites

- (1) If a registered site of a member company pursuant to § 4 (1) does not operate, the member company might exclude this site from the control system for the time of non-operation.
- (2) The member company has to give written notice of the non-operation by 30 June in order to exclude the site from the control system. If control measures have already been carried out at a site by 30 June of a year, temporary deregistration from the control system is not possible.

§ 8

End of Membership

- (1) Membership expires:
 - a) by written notice of withdrawal to the end of the business year with a 12-month notice. This can also be submitted by e-mail.
 - b) by written notice of withdrawal if retiring from business; in this case the notice period is reduced to six months to 30 June or 31 December of the current year. This can also be submitted by e-mail.
 - c) if bankruptcy proceedings are initiated regarding the assets of a member.
 - d) by expulsion.

- (2) Expulsion from the association can be pronounced by the Executive Committee with immediate effect if
 - a) the member grossly violates the Statutes and/or the interests of the association;
 - b) the due membership fee has not been paid within six months after receiving at least one reminder in writing or by e-mail.
- (3) If the member objects to the expulsion in writing or by e-mail within one month after notification, the next General Assembly will make the final decision. In the meantime, membership including all rights and obligations is suspended.
- (4) Retired members shall lose all membership rights, especially any claims on the association's assets. Retirement does not exempt the member from the obligation to pay all membership fees that become due for payment before expiry of the membership comes into effect.

§ 9

Finances

- (1) SGF International e.V. does not operate on a commercial base and is a non-profit organisation; nevertheless, it is entitled to provide taxable individual services and to invoice the arising cost.
- (2) SGF International e.V. is financed by member fees, levies, cost reimbursements, donations and public contributions. The details are stipulated in the membership fee regulations to be adopted by the General Assembly.

- (3) The membership fee is due in full immediately after the invoice has been issued.
- (4) The General Assembly may decide on special levies for carrying out special actions.
- (5) SGF International e.V. is entitled to form reserves up to the amount of one annual budget for securing its permanent existence, its independence and to cover possible lawsuit risks.

§ 10

Organs of the Association

- (1) The organs of the association are:
 - a) the General Assembly
 - b) the Executive Committee
 - c) the Administrative Council
- (2) The General Assembly and the Executive Committee can entrust certain tasks to bodies consisting of members of the association.
- (3) The organs of the association make use of a secretariat to perform their tasks. The secretariat is run by a General Manager. The General Manager is appointed by the Executive Committee. The secretariat implements the decisions taken by the General Assembly and the Executive Committee.
- (4) The members of the Executive Committee, the Administrative Council and the members of the bodies entrusted with certain tasks by the Executive Committee, the Administrative Council or the General

Assembly shall promote the objectives of the Association to the best of their ability, carry out their duties impartially and refrain from any unauthorised exploitation of any business or trade secrets or information concerning third parties which come to their knowledge in the performance of their duties.

- (5) Activity of any kind in all the association's bodies and organs is honorary, with the exception of the General Manager and the office staff. Membership of the Executive Committee, the Administrative Council, and all other bodies is personal and non-transferable.

§ 11

General Assembly

- (1) The General Assembly is the highest organ of the association. It is formed by the members and is convened and chaired by the President of the association.
- (2) The ordinary General Assembly must be held once a year. The members shall receive an invitation in writing or by e-mail with included agenda at least six weeks in advance.
- (3) The General Assembly shall take place either in real or virtual form (online procedure) in a chat room accessible only to members with their identification data and a separate access word. All members are obliged not to make their legitimation data and the access word accessible to any third party.

- (4) Meetings of the other organs of the association can also take place online.
- (5) The General Assembly has the following tasks:
- acceptance and approval of the business report;
 - acceptance and approval of the treasurer's report;
 - approval of the budget proposal and voting on the membership fee regulations;
 - election and approval of the Executive Committee;
 - election of the members of the Administrative Council;
 - election of the financial auditors for 3 years at a time;
 - voting on motions to the General Assembly;
 - voting on amendments to the statutes;
 - approval of membership in other associations or organisations;
 - voting on liquidation of the association.

Voting rights and eligibility are stated in § 6 of the statutes.

- (6) Extraordinary General Assemblies which may also be held in electronic form can be convened by the President of the association when the need arises. The President must convene an extraordinary General Assembly at the request of the Executive Committee or at least 50 members.
- (7) Motions by members must reach the office at the latest 4 weeks prior to the General Assembly. The office is required to inform the members immediately about the motions received.
- (8) Every correctly convened General Assembly constitutes a quorum, regardless of the number of members present.

- (9) Decisions by the General Assembly are taken by a majority of votes, with the exception of cases pursuant to paragraph 11.

(10) A tied vote shall be regarded as rejection.

- (11) Resolutions about amendments to the Statutes and liquidation of the association require a 2/3 majority of all votes present. Furthermore, the General Assembly is only competent to take decisions on these subjects if they were mentioned in the invitation or agenda.

§ 12

Executive Committee

- (1) The Executive Committee consists of up to 9 members. It elects the President of the association and two Vice Presidents from among its members. Member companies shall be represented in the Executive Committee by one person only.
- (2) The members of the Executive Committee are elected by the General Assembly. Block voting is permitted. The term of office is for three years; re-election is allowed. The Executive Committee has the right to coopt up to 5 more non-voting members.
- (3) The President represents the association on his own in legal and non-legal matters according to § 26 BGB (German Civil Code). If the President is unable to do so for whatever reason which does not have to be proven, his two Vice Presidents shall represent the association jointly, according to § 26 BGB (German Civil Code).

- (4) The Executive Committee decides on the association's strategy, work focus and objectives together with special projects, in the framework of resolutions adopted by the General Assembly.
- (5) The Executive Committee decides on rules of procedure and rules of the control systems, together with the measures and actions to be taken in case of violations against food legislation and the rules of the systems.
- (6) The Executive Committee decides on complaints from members against corrective measures imposed by the association.
- (7) In order to exercise its statutory tasks, the Executive Committee may call on expert help from advisory boards, expert committees, working groups or other bodies. The Executive Committee shall define their tasks. Their members shall be appointed and dismissed by the Executive Committee.
- (8) The President shall convene the meetings of the Executive Committee 2 weeks in advance in writing or by e-mail, including the agenda. Shorter notice is possible in exceptional cases but must be justified in the invitation.
- (9) The Executive Committee shall take decisions with a majority of Executive Committee members attending the meeting who are eligible to vote. The meeting constitutes a quorum if all members of the Executive Committee were invited in due form and time and if the majority of Executive Committee members eligible to vote are present. The Executive Committee can also take decisions through voting by letter or phone or by e-mail. Voting by phone needs to be confirmed in writing or confirmed by e-mail.

(10) In urgent cases, the President and one Vice President shall reach a decision.

(11) If a member of the Executive Committee also belongs to a company that is affected directly or indirectly by proceedings that are to be initiated or if the member has a direct interest in the case, then the member shall withdraw from the Executive Committee or from the other bodies for the handling of this case.

(12) The Executive Committee has the right to present a motion to the General Assembly.

(13) The Executive Committee shall keep the members suitably informed about its activities.

§ 13

Administrative Council

- (1) The Administrative Council consists of up to 11 members.
- (2) The members of the Administrative Council are elected by the General Assembly. Block voting is permitted. The term of office is for 3 years; re-election is allowed. The Administrative Council has the right to coopt up to 3 more non-voting members.
- (3) Only representatives of association member companies not represented in the Executive Committee or already in the Administrative Council are eligible for election into the Administrative Council. The members of the Administrative Council shall elect the Chairperson and a Deputy Chairperson from among their midst.

- (4) The Administrative Council shall be informed of significant business operations by the Executive Committee or the management.
- (5) The Administrative Council shall be responsible for advising the Executive Committee and the General Assembly within the framework of the resolutions of the General Assembly and the guidelines and directives of the Executive Committee.
- (6) The Administrative Council shall meet at least once a year. The Chairperson shall invite to the meetings of the Administrative Council two weeks in advance in writing or by e-mail, enclosing the agenda. A shortened invitation period is possible in exceptional cases, but must be justified in the invitation.
- (7) The Administrative Council shall adopt its own rules of procedure.

§ 14

Minutes/Association Languages

- (1) Minutes shall be taken of all decisions made during assemblies and meetings. The minutes shall be signed by the person chairing the meeting and the keeper of the minutes (usually a member of the management). The minutes shall be drawn up promptly and made available to the members. They shall be approved in the next respective meeting.
- (2) The association languages are English and German.

§ 15

Liquidation

- (1) Liquidation of the association shall be based on §§ 47 et seq BGB (German Civil Code).
- (2) Liquidation shall be handled by the Executive Committee which can appoint a liquidator. Following settlement in full of all pending accounts, the assets of the association shall be transferred to the Quality Juice Foundation (QJF) with registered office in Mainz, Germany.

The Statutes replace the last valid version of 1 October 2013.

Membership Fee Regulations

SGF International e.V.



approved by the
SGF General Assembly on 6 October 2017

I. GENERAL

- Pursuant to § 5 (4) of the statutes, the member companies have to pay the membership fees and levies decided on by the General Assembly.
- The membership fee regulations come into effect on 6 October 2017 with the decision of the General Assembly.
- The membership fees are paid every year. The membership year is the calendar year.
- The membership fees are due when the invoice is issued. Bank charges are to be paid by the fee payer.
- If a member (ordinary or extraordinary) joins during the first half of the year, then the full annual fee shall be incurred. If membership begins during the second half of the year, the full annual fee shall only be incurred if a first audit is carried out by 31 December of the year of joining. If a first audit is not carried out by the end of the year, then only a proportional membership fee shall be incurred.
- In order to compensate for general cost increases, the Executive Committee is entitled to adjust the annual membership fees ascertained according to Fig. II at most by the average inflation rate in the EU defined on the basis of the HICP (harmonised index of consumer prices) and published by the Statistical Office of the EU Eurostat for the respective previous fee year.
- SGF is entitled to charge special membership fees to member companies in case of food law complaints. The special membership fees are to cover the actual costs incurred in case of complaints. In detail, the following costs can be charged:
 - Administration fee, flat-rate amount 500 €
 - Costs for complaint analyses: reimbursement of factual expenses
 - Costs for subsequent controls (analysis, plant inspection): reimbursement of factual expenses
- These membership fee regulations completely replace the SGF contribution order of 1 October 2013.

II. CALCULATING FEES ACCORDING TO MEMBERSHIP GROUP

1. Ordinary Members Pursuant to § 4 (1) of the Statutes – General

- Member companies pursuant to § 4 (1) of the SGF statutes are obliged to submit a sales volume report by the end of every year.
- The reporting period is the calendar year before last.
- If the necessary sales volume report is not received after a reminder, the sales volume will be estimated. The membership fee is then calculated and invoiced on the basis of the estimate.
- Every year, 10 ordinary members are selected by a drawing lots procedure for random verification of the sales volume reports. The companies are required to obtain official confirmation of their sales volume reports (tax consultant or auditor). If this requirement is not heeded after a reminder, the fee for the following year is calculated on the basis of a sales volume estimate amounting to 150 % of the previously reported sales volume.

II. CALCULATING FEES ACCORDING TO MEMBERSHIP GROUP

BOTTLER



a) Ordinary Members Pursuant to § 4 (1) a) of the Statutes – IQCS/Bottler

- The fees for bottlers pursuant to § 4 (1) a) of the statutes are calculated on the basis of the notifiable sales in EURO generated by the member company including all national subsidiaries.
- A separate membership fee becomes due for every subsidiary producing in other IQCS countries.
- The fee is calculated on the basis of the bottler's relevant sales with fruit juice, vegetable juice, fruit nectar, sweet must and other beverages based on fruit and vegetables.
- The above mentioned membership fee includes one production site run by the member company in each case. For every further production site run by the member company, an additional membership fee shall be charged amounting to a flat-rate amount of 500 € in each case. This also applies when paying the maximum fee.
- The annual membership fee for bottlers is calculated additively and based on the sales structure as follows:

Sales of up to 12 million €	0.5 ‰
Plus sales from 12 to 47 million €	+ 0.2 ‰

First production site included	
Each additional production site	500 €

Minimum fee:	500 €
Maximum fee:	13,000 €

Example for calculating the membership fee – IQCS/Bottler

Annual sales volume report: 15,000,000 €
2 production sites

up to 12 million (0.5 ‰):	6,000 €
from 12 to 15 million (0.2 ‰):	600 €
2nd production site	500 €

Total membership fee	7,100 €
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II. CALCULATING FEES ACCORDING TO MEMBERSHIP GROUP

PROCESSING



b) Ordinary Members Pursuant to § 4 (1) b) of the Statutes - IRMA/Processing

- Members in the IRMA/processing category pursuant to § 4 (1) b) of the statutes pay the membership fee based on the notifiable sales in EURO generated by the member company including all subsidiaries in the EU domestic market and in all countries that have instructed SGF to proceed with national controls of raw materials and semi-finished goods in the framework of cooperation agreements.
- The fee is calculated on the basis of relevant sales with mother juices, fruit juice concentrates and other products used to make the following goods: fruit juice, vegetable juice, fruit nectar, sweet must and other beverages based on fruit and vegetables.
- The above mentioned membership fee includes one production site run by the member company in each case. For every further production site run by the member company, an additional membership fee shall be charged amounting to 4,500 €. This also applies when paying the maximum fee.
- For a company paying the maximum fee, the fee for the first production site is included. Moreover, for a company paying the maximum fee one further production site is non-contributory for each bundle of 6 further production sites.
- The annual membership fee for the IRMA/Processing category is calculated additively and based on the sales structure as follows:

Sales of up to 10 million €	0.8 ‰
Plus sales from 10 to 150 million €	+0.3 ‰
First production site included	
Each additional production site	4,500 €

Minimum fee:	5,000 €
Maximum fee:	50,000 €

Example for calculating the membership fee - IRMA/Processing

Annual sales volume report: 15,000,000 €
2 production sites

up to 10 million (0.8 ‰):	8,000 €
from 10 to 15 million (0.3 ‰):	1,500 €
2nd production site	4,500 €

Total membership fee	14,000 €
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II. CALCULATING FEES ACCORDING TO MEMBERSHIP GROUP

c) Ordinary Members Pursuant to § 4 (1) c) of the Statutes - IQCS/Bottler and IRMA/Processing



- If the product portfolio of a member company puts it in both the IRMA/Processing category and the IQCS/Bottler category, then it must report the sales volume separately in each case. The sales volume report indicates how the company should be classified (II. a) or II. b)). In this case the membership fee is calculated on the basis of the total sales for both areas.
- A production site that covers both categories (IRMA/Processing and IQCS/Bottler) is treated like two separate production sites.
- The membership fee covers one production site in the same category. For every further production site of the member company, an additional membership fee is charged amounting to 500 € (for IQCS/Bottler) or to 4,500 € (for IRMA/Processing). This also applies when paying the maximum fee.

II. CALCULATING FEES ACCORDING TO MEMBERSHIP GROUP

2. Extraordinary Members Pursuant to § 4 (2) of the Statutes



a) IRMA/Broker

The membership fee for the category IRMA/Broker amounts to a flat-rate amount of 3,000 € p.a.



c) IRMA/Transport

The membership fee for the category IRMA/Transport amounts to a flat-rate amount of 3,000 € p.a.



b) IRMA/Warehouse

The membership fee for the category IRMA/Warehouse amounts to a flat-rate amount of 3,000 € p.a.



d) IRMA/Tank Cleaning

The membership fee for the category IRMA/Tank Cleaning amounts to a flat-rate amount of 300 € p.a.

3. Supporting Members Pursuant to § 4 (3) of the Statutes

The membership fee is decided upon by the Executive Committee and the individual member as a flat-rate amount. The minimum membership fee for supporting members is 2,500 €.



**SGF INTERNATIONAL E.V.
SURE-GLOBAL-FAIR**

**IMPLEMENTING PROVISIONS
FOR THE**

**VOLUNTARY CONTROL
SYSTEM (VCS)**

STATUS: 2007

GENERAL

The Implementing Provisions for the Voluntary Control System describe all terms used in the VCS and all rules for the participating companies. These are valid for all affiliated bottlers in the RQCS as well as for all associated raw material producers and traders of the International Raw Material Assurance (SGF/IRMA).

The participation in the control system shall assist the producer in the fulfilment of his necessary diligence to market only proper goods.

However, participation and the VCS certificate issued to the participants do not constitute a "carte blanche".

The responsibility to take due care always remains with the participant. His legal liability to market and in particular process only proper goods complying with the relevant food law regulations within the EU as well as with the European commercial practice (e.g. EU Fruit Juice Directive, relevant national regulations, CoP/AIJN, etc.) remains unchanged as, in case of complaint, do the legal and statutory rights of the SGF for injunction.

1. DEFINITION OF TERMS

The terms used in this documentation are to be understood as follows:

1.1 Additives

are all substances which, according to the valid EC Directive and the relevant national statutory regulations, are permitted for the manufacture of the products listed therein.

1.2 Authentic samples

are taken by independent inspectors during current production at defined places of the production line. The raw material and the correct application of the production processes are examined at the same time.

1.3 Authenticity criteria

are defined by B criteria of the current valid AIJN/CoP.

1.4 Checklist for traders and brokers

check list for inspection of traceability aspects and of system rules at trader and broker companies (enclosure).

1.5 Checklist for transportation companies

checklist for inspection of hygiene and quality relevant aspects in the transportation of food (enclosure).

1.6 Code of Conduct (CoC)

basis for creation of awareness for sustainability and for the implementation of social, economic and ecological standards in SGF/IRMA member companies (enclosure).

1.7 Code of Labelling (CoL)

comprehensive Codex for labelling issues for the uniform and clear declaration of semi finished goods (enclosure).

1.8 Code of Practice (CoP)

is the guideline of the "European Fruit Juice Association" (AIJN) regarding the expectations the fruit juice industries in the countries of the European Community

have to comply with for the goods produced by this industry and marketed within its area. Even with values within standard B, this does not automatically indicate an authentic product. An objective interpretation of the complete analysis spectrum by an experienced expert is necessary. Even if all numerical values are within the CoP range, this does not automatically mean the marketability of the product. The application of suitable research methods is presupposed.

The CoP replaces the national values which formerly have been an aid in the evaluation of authenticity of fruit juices and products made thereof, like AFNOR or RSK values.

1.9 Consumer goods

are all products defined in the SGF statutes, namely fruit juices, fruit nectars and other products made from fruits and vegetables which are processed and treated and filled into consumer packages.

1.10 Hygiene checklist

checklist (enclosure) for review of hygiene relevant aspects in the production of semi-finished goods based on

- EC Directive 93/43 on Hygiene
- AIJN Guide of Good Hygiene Practice

1.11 Identity test

is the determination of analytical conformity of two products. This involves tests of:

- Identity of the semi-finished good with a retained sample
- Identity of a consumer good with a semi-finished good used for production

1.12 Manufacturers of consumer goods

are companies which process raw materials, semi-finished goods, and additives from own and/or external production to make consumer goods.

1.13 Manufacturers of semi-finished goods

- are companies which process and treat raw materials from their own production and/or purchased goods to make and sell semi-finished goods made from these raw materials for further processing.
- are also companies which process and treat semi-finished goods and additives from own and/or external production (in particular blending) and sell these to companies for further processing and/or to traders in semi-finished goods.

1.14 Marketing designations

are all designations contained in the valid EC Fruit Juice Directive and in the relevant national statutory regulations.

1.15 Permissible and suitable manufacturing processes

The juice used as an ingredient in any of the consumer goods must be manufactured using the technologies according to the valid EC Directive.

1.16 Quality tests

are sensory and analytical analyses, i.e. examinations of all information, reference numbers and relevant ratios derived thereof required for a reliable evaluation of proper product quality.

The examination criteria as laid down in the CoP system (reference numbers and analysis methods) shall assist in the evaluations. Experienced experts shall supplement them as appropriate by latest findings on suitable additional reference

numbers and advanced analysis methods as well as by a qualified evaluation.

1.17 Raw materials

are fruits and vegetables in the sense of the valid EC Fruit Juice Directive and the relevant national statutory regulations.

1.18 Retained samples

are representative samples from all batches which went into distribution and/or were purchased.

1.19 Semi-finished goods

are all intermediate products from which fruit juices, fruit nectars and fruit juice beverages as well as products of a similar nature may be produced in accordance with the valid EC Directive and the relevant national statutory regulations.

1.20 System goods

are authentic goods manufactured by a VCS participant in accordance with the regulations of the control system or for which a quality test has been presented. Furthermore, these goods shall be produced following generally acknowledged hygiene guidelines.

1.21 Traders and brokers in semi-finished goods

are companies which sell and/or trade in semi-finished goods (fruit juices, fruit juice concentrates, etc.) from external production sources.

1.22 Traceability

Traceability is understood as the providing of product relevant information, retained samples, and data in order to make it possible to trace back defined product portions through all production and sales stations. Reference is made to the AIJN Guideline on Traceability.

2. RULES

for the Participation in the Voluntary Control System (VCS)

With their application to the Voluntary Control System, the VCS participants commit themselves to comply with the following rules in addition to their necessary diligence:

2.1 Quality assurance measures for manufacturers of semi-finished and consumer goods

All VCS production companies will contribute to a safe and proper product quality and fair competition by:

- **Documentation**

Keeping and maintaining complete records and documentation on

- raw materials and semi-finished goods produced, purchased or processed (fruits, juices, purees, concentrates, aroma, etc.)
- all ingredients and treatment agents used for processing
- type of production or processing

The records and documentation have to be kept for the following minimum periods:

- manufacturers of consumer goods: at least till expiration of the "best before" date.
- manufacturers of semi-finished goods: at least 3 years

Documentation of Pesticides and Growth Regulators

- Companies processing fruit, fruit mash and vegetables require information from their pre-suppliers with regard to the plant, fruit and vegetable treatment agents (pre- and post-harvesting

treatments) used in fruit and vegetable cultivation and/or storage. This information must be documented. The documentation duty particularly applies to pesticides, including herbicides and growth regulators.

- **Retained sample storage**

Keeping of retained samples of semi-finished and consumer goods from own or external production that will be further processed (blended) or otherwise produced in the company:

Manufacturers of semi-finished and consumer goods shall take samples from a defined production unit, e.g. batch, tank, or other lot size that may not exceed a one-day's production quantity.

Manufacturers of semi-finished and consumer goods have to make sure that in case of deliveries from non-VCS suppliers retained samples are being taken. Even for goods from VCS suppliers, in general retained samples shall be provided.

In case of deliveries in drums or small batches, it must be ensured that the respective retained samples per batch are being taken.

The following minimum quantities shall be provided for retained samples:

juice/puree	2 to 3 x 250 g or ml
concentrate	2 x 200 g or ml
aroma	2 x 30 g or ml

The retained samples are to be kept under suitable conditions, if necessary pasteurized, in cool storage or deep-frozen.

The retained samples must be kept for the shelf life of the finished products, raw material samples must be kept at least 12 months.

- **Assurance analysis for purchased goods**

On principle, observe the necessary diligence for all additional purchases.

Furthermore, when purchasing non-system goods, suitable quality tests have to be conducted for determination of authenticity:

- a minimum of one analysis for each contract according to the CoP guidelines, if required qualified additional analyses
- additional assurance analyses according to the SGF minimum scope, if required qualified additional analyses
- guide values for analysis frequency:
 - up to: 100 t delivery: 1
 - up to: 500 t delivery: 2
 - above 500 t delivery: 1 each after about 25%, 50% and 75 % of the total quantity

- **VCS contact**

Appointing of a VCS contact and two substitutes

2.1.1 Additional rules for manufacturers of semi-finished goods

In addition to the a.m. obligations, the following rules apply for this group of VCS participants:

- **Providing packing lists**
In case of drummed goods, providing a detailed packing list is mandatory. In case of small batches (small kegs and cans) at least the batch number has to be stated.
- **Following the Code of Labelling**
In case of drummed goods, following the rules of the Code of labelling.
- **Hygiene audits**
Compliance with the requirements according to the hygiene checklist.

2.1.2 Additional rules for manufacturers of semi-finished goods in remote countries and areas not yet routinely controlled by plant inspections

In addition to the a.m. obligations, the following rules apply for this group of VCS participants:

- **Quarterly information**
on all product deliveries into the VCS/IRMA control area with statements about recipient and date of delivery for additional sampling and routine controls.

2.1.3 Product range

The SGF shall be informed about the product range.

2.2 Quality assurance measures of traders/brokers

Traders/brokers in the VCS contribute to safeguarding the VCS and the semi-finished goods traded within this system in particular by:

- **Trading exclusively goods of known origin**

Following a code of honour, VCS traders/brokers shall trade only goods of known origin (name, address of manufacturer).

- **Identification of VCS system goods**

- VCS system goods are identified in all offers and delivery documents as such
- or in case of goods from a non-VCS participant with presentation of quality test results as well as proof of availability of all components.

- **Identification of manufacturer**

Informing the customer about the name of the manufacturer of the semi-finished good (fruit processor) or in case of claiming "source protection" informing the SGF.

- **Documentation guarantee**

Guarantee that when trading semi-finished goods from non-VCS participants, in particular blended products, the following are available:

- a complete and correct documentation of formulation and all components
- retained samples of all components
- a quality analysis

Guide values for analysis frequency:

- up to 100 t trade batch: 1
- up to 500 t trade batch: 2

above 500 t trade batch: 1 each after about 25%, 50% and 75 % of the total quantity.

2.3 Quality assurance measures of the transport companies

Transport companies in the VCS contribute to the safety and impeccable quality of the goods they transport by means of:

- **Documentation**

- Keeping complete records about
 - completed cleaning work
 - completed transports

- **Cleaning transport containers**

All transport containers must always be cleaned to completely rule out the risk of microbial contamination and contamination with the previous product.

2.4 Verification measures of the VCS

Within the scope of plant inspections, the SGF will verify the compliance with the above listed quality assurance measures, the complete traceability of all components as well as all aspects relevant to food safety.

2.4.1 Authenticity controls

The VCS producers allow the representatives of the SGF unannounced access to all facilities of the production plant during operating hours.

The SGF inspectors are entitled:

- to take any sample
 - from running production

- from storage
- from the retained sample storage

including semi-finished good(s) and additives used in all VCS companies producing semi-finished and/or consumer goods.

- to inspect and to note in the inspection report the records and documents on suppliers or customers, origin and/or producer of purchased or delivered semi-finished goods as well as quality test results, all kept as proof of the control chain.

This includes among others proof of identity as well as the information required for recognition as VCS system goods naming the VCS producer of the semi-finished good used and/or presentation of an analysis report.

2.4.2 Hygiene controls at VCS manufacturers of semi-finished goods

The SGF inspectors are entitled to conduct frequent additional hygiene audits in the companies producing semi-finished goods. The respective requirements are reviewed based on the SGF/IRMA checklist.

The implementation of possibly required corrective measures will be checked during the following regular plant inspections.

2.4.3 Control of non-system goods

If a VCS producer processes semi-finished goods that are non-system goods, the SGF is entitled to have these goods examined within the

required scope on cost of the respective VCS participant.

2.4.4 Hygiene controls of VCS transport companies

The SGF inspectors are entitled to carry out regular audits to check the requirements based on the SGF/IRMA checklist for transport companies. The implementation of any necessary corrective action from the audit will be checked during the subsequent controls.

2.4.5 Traceability controls of traders/brokers

The SGF inspectors are entitled to carry out regular audits to check the requirements based on the SGF/IRMA checklist for traders and brokers.

The implementation of any necessary corrective action from the audit will be checked during the subsequent controls.

2.4.6 Code of Conduct audits with SGF/IRMA participating companies

During the regular audits, the SGF inspectors check the social, economic and ecological sustainability standards in IRMA member companies, as stipulated in the SGF/IRMA Code of Conduct.

The implementation of any necessary corrective action from the audit will be checked during the subsequent controls.

2.5 Additional Measures in Case of Complaints

In case of a non-compliance with the food law or in case of infringement against the rules and regulations of the control system, the SGF is entitled:

- to determine additional obligations and measures against the companies concerned to avoid the risk of repetition
- for concerns regarding the food law to ask for all necessary information (including quantities used and conditions) in particular needed for an argument with concerned suppliers.
- to ask the concerned companies for reimbursement of all costs arising from determination of food law problems, and/or verification of false statements on origin, quality, storage, transport, supplier, etc. and/or respective post controls.

2.6 VCS Certificate of Participation

Upon proof of

- examination of product samples taken during plant inspections with no complaints
- proper hygiene conditions in production according to hygiene

audit at manufacturers of semi-finished goods

- implemented corrective measures in case of complaints
- compliance with the system rules
- payment of SGF membership dues
- fulfilled transport conditions according to the check list for transport companies
- fulfilled traceability conditions according to the check list for traders and brokers
- fulfilment of the sustainability standards by manufacturers of semi-finished goods according to the Code of Conduct

the participating VCS company will receive a formal recognition as certified participant in form of a certificate. This certificate will be renewed annually if the prerequisites have been fulfilled.

Enclosures:

- SGF/IRMA hygiene check list
- SGF/IRMA check list for transport companies
- SGF/IRMA check list for traders and brokers
- SGF/IRMA Code of Conduct
- SGF/IRMA Code of Labelling.