



# Statutes

Status: October 01, 2013

SGF INTERNATIONAL E. V.  
SURE -GLOBAL - FAIR

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## Article 1 Name, Office, Jurisdiction, and Business Year

- (1) The association is named „SGF International e. V.“  
The association is the legal successor of „Schutzgemeinschaft der Fruchtsaft-Industrie e. V.“ (Protective Association of the Fruit Juice Industry, Incorporated)
- (2) SGF stands for industrial self-control „Sure-Global-Fair“.
- (3) Registered office and court of jurisdiction of the association is Frankfurt/Main, Germany.
- (4) Business year is the calendar year.

## Article 2 Objectives of the Association

Objectives of the association are

- (1) to promote free and fair competition as a matter of priority, therefore
  - to promote safety and quality of the monitored products;
  - to protect members against unfair competition;
  - to support members in complying with diligence as well as
  - to support members in averting unjust attempts.
- (2) and thus to contribute to improved consumer protection.
- (3) to control fruit juices, fruit nectars and other products made from fruits and vegetables.
- (4) The association is not liable for information provided.

## Article 3 Activities of the Association

To fulfill the objectives according to the Statutes, the association shall at least take the following measures:

- (1) The association shall
- a) set up and operate an international quality control system of the industrial self-control according to Article 3, paragraph 1 a) – d). The control system shall include all production and trade stages for the products mentioned in Article 2, paragraph 3.

The control system is organized as follows:

- International Quality Control System (IQCS) for controls of markets and bottlers in the affiliated European countries;
- International Raw Material Assurance (IRMA) for control of raw materials markets and suppliers of raw materials and semi-finished goods, as well as for the control of tank cleaning stations;
- possibly other market and bottler control systems in other economic areas.

- b) control regularly quality, safety, traceability, proper conditions and labeling of the goods offered on the markets, as well as of the materials used for their production;
- c) take actions against competition infringements, especially infringements of legal regulations regarding food and labeling issues of the afore-mentioned products, and infringements of rules and regulations of the control system; and initiate corrective actions for quality assurance and for elimination of risk of repetition;
- d) develop, further develop, and apply respective working methods, information and control systems.

(2) The association may establish one or more quality label associations or quality marks or participate in such and introduce respective quality and safety marks or labels. In case of infringements against the food law and/or rules and/or regulations of the control or quality label systems, the association imposes sanctions.

(3) Participation in the association's control systems does not release the participants from their full and sole responsibility in terms of food law and law of contract for the legal quality and promised properties of the products made or traded, resp.

(4) The association is an industrial, non-governmental organization (NGO); it can become member of other associations/organizations. The association does not act on behalf of commercial and/or political interests of individual members, in particular individual companies and/or national associations.

#### **Article 4 Membership**

The association is open for membership to any company, association, natural person and organizations active in the field of the defined product range. The membership is voluntary.

There shall be three categories of members:

(1) Ordinary members:

a) from the field IQCS

Producers and bottlers of the goods defined in Article 2, paragraph 3 intended for sale to the consumer, as well as their sales organizations and holdings with at least 50 % share shall become a member by obtaining the membership for the respective national business group of the governing enterprise.

b) from the field IRMA

Processors of fruits and vegetables, and semi-finished goods of the goods defined in Article 2, paragraph 3 not intended to be sold to the consumer, as well as their sales organizations and holdings with at least 50 % share shall become a member by obtaining the membership for the respective national business group of the governing enterprise.

c) from the fields IRMA and IQCS

Companies and sales organizations handling goods defined in Article 2, paragraph 3 intended to be sold to the consumer as well as products used for industrial processing according to Article 2, paragraph 3, as well as their holdings with at least 50 % share shall become a member by obtaining one single membership. There will be a separate agreement regarding to which group(s) according to Article 4, paragraph 1 a) and 1b) the applicant shall belong.

(2) Extraordinary members:  
shall be allocated to the IRMA field.

- a) Traders or trade companies, resp., and commodity brokers for raw materials and semi-finished goods;
- b) Warehouses and cold storages;
- c) Forwarding companies;
- d) Tank cleaning stations.

(3) Sponsoring members:

- a) national and international associations of producers of the goods defined in Article 2, paragraph 3;
- b) national and international associations of fruit and vegetable growers;
- c) associations from the retail trade;
- d) associations from the supplying and packaging industry;
- e) consumer protection associations/organizations;
- f) natural persons or corporate bodies interested in the objectives of the associations.

(4) Application for admission must be submitted in writing. Decision is made 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.

## **Article 5 Obligation of Members**

- (1) The members are obliged to promote the objectives of the association.
- (2) Ordinary and extraordinary members are required to participate in the control system according to Article 3, paragraph 1a – 1d).
- (3) The members have to contribute to the fulfillment of the objectives of the association. This is in particular applicable for observing the rules and implementing regulations of the control system, permitting unlimited access during plant inspections, making available all requested reserve samples, further information and documents needed for verification of traceability and implementation of possible corrective actions and quality assurance measures. The members have to refrain from everything that might hinder the association or its organs in their statutory work.
- (4) Statutory decisions by the organs of SGF International e. V. are binding for member companies; this is in particular applicable to payment of all fees and levies decided on by the General Assembly.
- (5) 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 Article 2, paragraph 3. In case of contradicting rules, the higher ones have to be observed.

## **Article 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 be especially entitled to demand that SGF International e. V. within its possibilities pursues infringements of legal regulations on fair competition and relevant food law disclosed to the association and reports on its activities periodically and in neutralized form.

- (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 in the control system with certified companies shall be entitled to promote this participation, in particular to use the IQCS/EQCS or IRMA logo, resp., depending on the group they belong to. For that, the association has purchased a license for use of the EQCS logo from the European Quality Control System (EQCS). The respective usufructary rights and conditions have to be acknowledged bindingly.
- (4) The members have the right to protest against corrective actions and quality assurance measures imposed by the IQCS or IRMA board, resp., to the Executive Committee. Upon request of the member company concerned, the Executive Committee's decision is being presented to the board of arbitration of the Waren-Verein Hamburger Börse e. V. (Merchandise Association of the Hamburg Exchange) for revision. Deviating decisions by the board of arbitration in favour of the member are binding for the association. (In these cases, the relevant arbitration rules of the Waren-Verein Hamburger Börse e. V. as amended from time to time are applicable.)<sup>1</sup>
- (5) In the General Assembly, members according to Article 4 paragraph 1 and 2 are qualified to vote and are eligible. They have one basic vote each and one additional vote for each full 1,500 Euro of annual contribution. The number of votes is limited to 25 for each member.

The members in general shall perform their right to vote or their eligibility, resp. via an own authorized representative.

The right to vote or eligibility, resp., can with written authorization be performed by another member of the association or by a representative of his national association, as far as the national association is a member. No member or other association shall represent more than 10 other members.

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<sup>1</sup> info@waren-verein.de - Schiedsgerichtsordnung

## **Article 7 End of Membership**

- (1) The membership expires:
  - a) by written notice of withdrawal to the end of the business year with a 12-month notice, sent by registered mail;
  - b) by written notice of withdrawal if retiring from business; in this case the notice period is reduced to six months to June 30 or December 31, resp., of the current year;
  - c) by adjudication in bankruptcy over the assets of a member;
  - d) by expulsion.
- (2) The expulsion from the association can be stated with immediate effect by the Executive Committee, if
  - a) the member severely injures Statutes and/or interests of the association;
  - b) the due contribution has not been paid after receiving two written notices within 6 months.
- (3) If the member protests in writing against the expulsion within one month after notification, the next General Assembly will make the final decision. In the meantime the membership including all rights and obligations is at a standstill. If the expulsion was made public to the members by newsletters, the protest and argumentation are also to be published.

Retired members shall lose all association rights, especially any rights on the association fund. The expulsion does not exempt the member from the liability to pay all unpaid contributions due until effectiveness of membership expiration.

## **Article 8 Finances**

- (1) SGF International e. V. does not operate on a commercial base, it is a not-for-profit organization; nevertheless, it is entitled to provide taxable individual services and to invoice the arising cost.
- (2) SGF International e. V. shall be financed by member contributions, levies, cost reimbursements, donations and public funds. Details shall be laid down in the contribution order to be decided on by the General Assembly.
- (3) The membership fees shall be payable in one sum annually and become due on January 1. Until the contribution invoice has been sent, proportional payments based on last year's contribution have to be paid on request.
- (4) The General Assembly may decide on special levies for execution of special actions.

SGF International e. V. shall be entitled to form a financial reserve up to the amount of one annual budget for securing its permanent existence, its independency and to cover possible law suit risks.

## **Article 9 Organs of the Association**

- (1) The organs of the association are:
  - a) General Assembly
  - b) Executive Committee
  - c) IQCS Board
  - d) IRMA Board
- (2) Within their area of responsibility, the organs decide autonomously within the scope of the decisions reached by General Assembly and Executive Committee.

- (3) For fulfillment of their tasks, the organs make use of the office. The Executive Committee decides on appointments and equipment in the office. It shall provide working regulations and tasks for the office.
- (4) The members of the Executive Committee, the boards or the other bodies charged by the Executive Committee or the General Assembly with the undertaking of certain tasks shall further the association's objectives to the best of their ability, manage their duties neutrally, and refrain from all inadmissible use of company and trade secrets or information about third parties they might become knowledge of while executing their tasks.

The activity in the association's bodies and organs is honorary. The membership is a personal one.

## **Article 10 General Assembly**

- (1) The General Assembly is the highest organ of the association. It is formed by the members according to Article 3 and is called in and presided by the President of the Executive Committee.
- (2) The ordinary General Assembly shall be held once a year. The members will receive written notice with included agenda at least six weeks in advance.
- (3) The General Assembly has the following tasks:
  - acceptance and approval of the business report;
  - acceptance and approval of the financial report;
  - approval of the budget proposal and voting of contribution order
  - election and approval of the acts of the Executive Committee by the members according to Article 4, paragraphs 1 and 2.
  - Election of the IQCS Board by the members according to Article 4, paragraph 1a) and 1 c).
  - Election of the IRMA Boards by the members according to Article 4, paragraph 1b and 1c) and 2;
  - Election of auditors;
  - voting on motions to the General Assembly;

- voting on changes of statutes;
- approval of membership in other association or organizations;
- voting on liquidation of the associations.

- (4) Extraordinary General Assemblies can be called in by the President of the Executive Committee on demand. On application of the Executive Committee or at least 50 members, the President has to call in an extraordinary General Assembly.
- (5) Motions by members must reach the office latest four week prior to the General Assembly. The office is required to inform the members immediately about the motions received.
- (6) Each General Assembly called in according to the rules is competent to make a decision regardless of the number of members present.
- (7) Decisions of the General Meeting are made by majority of votes – except for cases according to paragraph 9.
- (8) Parity of votes is to be regarded as rejection.
- (9) Resolutions on changes of Statutes and liquidation of the association need a 2/3 majority of all votes present.

Furthermore, the General Assembly is competent to make a decision on these subjects only if they are mentioned in the invitation or agenda.

#### **Article 11 Executive Committee**

- (1) The Executive Committee consists of up to nine members according to Article 4, paragraphs 1 and 2 which elects the President and two Vice-Presidents from themselves. Members shall be represented with one person only in the Executive Committee.
- (2) Up to seven Executive Committee members are elected by the General Assembly. Block voting is permitted. Terms of office is three years; re-election is allowed. One member of the Executive Committee is delegated for one year each by the IQCS Board and the IRMA Board. The Executive Committee shall be entitled to coopt up to five more nonvoting members.

- (3) The President or, if he is unable for whatever reason which does not have to be proven, his both Vice-Presidents jointly shall represent the association in legal and non-legal matters according to Article 26 BGB (German law).
- (4) Within the scope of the decisions made by the General Assembly, the Executive Committee shall decide on strategy, focus of work and goals as well as on special projects of the association. The Executive Committee shall determine the scope for IQCS and IRMA, provide guidelines and if necessary specific instructions for the Boards, compile the annual or if necessary, a biennial budget proposal including sub-budgets for IQCS and IRMA for the General Assembly and control their implementation.
- (5) The Executive Committee shall decide on rules and implementing regulations for the control system, the catalogue of measures and actions for infringements of the food law and the systems' implementing regulations as well as on the approval of laboratories.
- (6) The Executive Committee decides on members' complaints against corrective measures imposed by the control systems' departments IQCS and IRMA.
- (7) For exercising its statutory tasks, the Executive Committee may call on expert help of advisory boards, expert committee or other bodies. The Executive Committee shall determine their tasks. Appointment and recall of their members is done by the Executive Committee.
- (8) The President shall invite to the meetings of the Executive Committee two weeks in advance in writing including an agenda. Shorter notice is possible but must be explained in the invitation.
- (9) The Executive Committee shall provide respective business rules for itself, the office, all bodies and organs.
- (10) The Executive Committee shall arrive at a decision with majority of votes of all attendants entitled to vote. Quorum is given if all members of the Executive Committee have been invited in due form and due time and if the majority of the members with the right to vote is present. The Executive Committee can reach decisions also via voting by letter or telephone; voting by telephone needs written confirmation.

- (11) In case of legal proceedings, unanimity is requested. This unanimity is also given:
- a) in a meeting of the Executive Committee that is competent to make a decision if all present members decide unanimously;
  - b) in urgent cases, President and one Vice-President shall reach a decision.
- (12) If a member of the Executive Committee also belongs to a company that is concerned with proceedings to be initiated directly or indirectly or if it has direct interest in the case, then the member has to retire from the Executive Committee or any other body for the handling of this case.
- (13) The Executive Committee has the right to present a motion to the General Assembly.
- (14) The Executive Committee shall inform the members continuously on its activities in appropriate form.

**Article 12  
IQCS-Board**

- (1) The IQCS Board consists of up to nine members who elect a chairman and two vice-chairmen from themselves. Members shall be represented with one person only on the Board.
- (2) Up to seven Board members are elected by the members according to Article 4 paragraph 1a and 1c) in the General Assembly. Block voting is permitted. Terms of office is three years. One member of the Board can be delegated for three years each by the Executive Committee and by the IRMA Board. The IQCS Board shall be entitled to coopt up to five more nonvoting members.
- (3) Within the decisions of the General Assembly and the instructions and guidelines imposed by the Executive Committee, the Board is responsible for market and bottler controls, in particular for

- planing, undertaking and feedback regarding control measures within the IQCS area of responsibility;
- monitoring of the IQCS budget;
- appointment of plant inspectors and cooperation laboratories;
- implementation of the catalogue of measures and procedures;
- issuing and depriving the IQCS certificate to participating companies;
- issuing and monitoring use of the EQCS logo at the participating IQCS companies according to Article 6, paragraph 3;
- certification and/or any other official approval of IQCS;
- reporting to Executive Committee and General Assembly

- (4) On request of the members from a national market, the Board will establish local committees for planning and undertaking of local controls and external corrective measures. Details are laid down in the business rules.
- (5) As far as the business rules of the Board do not state otherwise, the invitation and voting rules laid down for the Executive Committee in Article 11, paragraph 8ff, shall be applicalbe analogously.

**Article 13  
IRMA Board**

- (1) The IRMA Board consists of up to nine members who elect a chairman and two vice-chairmen from themselves. Members shall be represented with one person only on the Board.
- (2) Up to seven Board members are elected by the members according to Article 4, paragraph 1b, 1c), and 2) in the General Assembly. Block voting is permitted. Terms of office is three years. One member of the Board can be delegated for three years each by the Executive Committee and by the IQCS Board. The IRMA Board shall be entitled to coopt up to five more nonvoting members.
- (3) Within the decisions of the General Assembly and the instructions and guidelines imposed by the Executive Committee, the Board is responsible for the controls of the raw materials market and the controls at manufacturers of semi-finished goods and suppliers to the control system, in particular for

- planning, undertaking and feedback regarding control measures within the IRMA area of responsibility;
- monitoring of the IRMA budget;
- appointment of plant inspectors and cooperation laboratories;
- implementation of the catalogue of measures and procedures;
- issuing and depriving the IRMA certificate to participating companies;
- issuing of the usufructuary rights of the IRMA logo to the participating IRMA companies according to Article 6, paragraph 3;
- certification and/or any other official approval of IRMA;
- reporting to Executive Committee and General Assembly.

- (4) As far as the business rules of the Board do not state otherwise, the invitation and voting rules laid down for the Executive Committee in Article 11, paragraph 8ff, shall be applicable analogously.

#### **Article 14 Minutes/Languages**

- (1) Minutes shall be taken of all decisions made during assemblies and meetings. The minutes shall be signed by the person presiding at the meeting and the protocolist (in general a member of the management). The minutes shall be compiled in due time and made available to the members. They shall be approved in the next respective meeting.
- (2) Official languages of the association are German and English.

#### **Article 15 Liquidation**

- (1) Liquidation of the association shall be done according to Sections 47 et seq of the BGB (German Civil Code).
- (2) Liquidation shall be handled by the Executive Committee which can appoint a liquidator.

The assets of the association after settlement in full and ending of all pending accounts are to be transferred to the Quality Juice Foundation (QJF), with registered office in Mainz, Germany.

The Statutes replace the last applicable version of May 6, 2010.



# 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:

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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 €

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

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### Example for calculating the membership fee – IQCS/Bottler

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

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

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<b>Total membership fee</b>	<b>7,100 €</b>
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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:

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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 €

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

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#### Example for calculating the membership fee - IRMA/Processing

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

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

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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.