

ANNEX 8: RECALL/WITHDRAWAL/ALERT PROCEDURES**ARTICLE 1 - GENERAL OBLIGATION OF THE SUPPLIER**

If a product placed on the market poses risks to the consumer that are incompatible with the general safety requirement, the SUPPLIER undertakes to comply with Directive 2001/95 EC and in particular the obligation to report.

ARTICLE 2 – BIOCOOP PROCEDURE

BIOCOOP has also put in place a product alert, withdrawal and recall procedure.

This procedure, designed to ensure rapid response in the event of serious non-compliance or a request from the competent authorities, consists in:

- appointing specific persons to be contacted in the event of a problem. These persons shall be named in the Annex BIOCOOP's General Terms and Conditions of Purchase.
- a procedure for rapid communication with BIOCOOP and its shops for forwarding an alert and requesting the detention, withdrawal or recall of a Product.

The SUPPLIER undertakes to follow this procedure and to complete and forward the enclosed form which contains all information required by BIOCOOP to carry out a product withdrawal or recall **within 24 (twenty-four) hours.**

In case of customer claim, which do not need a product withdrawal or recall, this delay is of 3 (three) business days

ARTICLE 3 - PROCEDURES SPECIFIC TO THE SUPPLIER

Under no circumstances shall this procedure replace that put in place by the SUPPLIER under its own responsibility, or those put in place by professional organisations of which the SUPPLIER is a member.

In the event of a decision to withdraw or recall a product solely at the initiative of the SUPPLIER, which shall be justified, the SUPPLIER undertakes to:

- contact the BIOCOOP representative named in Page 3 of this document
- send him the form, provided in the annex General Terms and Conditions of Purchase of this agreement, duly filled in,
- determine with him the procedures for this withdrawal or recall. This representative shall forward this information to the BIOCOOP network and coordinate the implementation of the procedures.

ARTICLE 4 – OFFICIAL PROCEDURES

In the event of a decision by the competent authorities to withdraw or recall Products, or in the event of non-compliance of the Product likely to be harmful to consumers' safety or health, the SUPPLIER shall apply the usual measures put in place, in particular by the competent authorities and/or professional organisations, and shall immediately contact the persons named in this annex.

ARTICLE 5 - TREATMENT OF THE CONCERNED PRODUCTS

In the event that the batches available in BIOCOOP's warehouses or sold to shops were to be unfit for sale due to a withdrawal or recall procedure, BIOCOOP shall be responsible for informing the shops and consumers accordingly.

Depending on the seriousness of the problem encountered, BIOCOOP shall also manage the repatriation or destruction of the Products in its warehouses and shops, still under the responsibility of the SUPPLIER. If the SUPPLIER were to request that the Products should not be destroyed in the shops but sent back to the platform, BIOCOOP shall decide whether this operation is feasible. In the event of acceptance, all costs inherent to this operation shall be charged to the SUPPLIER.

ARTICLE 6 - RESPONSIBILITY FOR COSTS AND LOSSES

In all cases, the SUPPLIER shall reimburse to BIOCOOP the total cost of the withdrawal or recall operation up to its warehouses as well as the cost of destruction of the products. It shall also reimburse to BIOCOOP the price of all products not fit for sale but already paid by BIOCOOP and the latter shall be released of any obligation to pay in respect of the concerned products. The SUPPLIER shall compensate BIOCOOP, shops in its network as well as the latter's customers for all their losses. The Supplier may request recourse to an independent expert from BIOCOOP.

PRODUCT WITHDRAWAL FORM TO BE SENT TO BIOCOOP IN THE EVENT OF NON-COMPLIANCE			
Name of supplier		Name of supplier's quality supervisor:	
Supplier contact details		Contact details + telephone + Email of the supervisor	
Name of product: Format/weight: EAN product code:		Product Ref at the supplier's:	
Concerned batch numbers			
BBD/UBD		Rappel DSV / DGCCRF (YES/NO)	
Manufacturing date			
Type of block requested	Block on sales in shops (at the level of platforms) <input type="checkbox"/> Block on sales to consumers (at the level of shops) <input type="checkbox"/> RESTATEMENT Block on sales to consumers and return of products by consumers <input type="checkbox"/>		
Requested treatment of products	Destruction by the shops <input type="checkbox"/> Takeover of products from shops by the supplier <input type="checkbox"/> Destruction by the platforms <input type="checkbox"/> Takeover of stocks from the platform <input type="checkbox"/>		
In case of Destruction, please specify procedures to be followed			
Nature of problem found			
Causes of problem found			

For products destroyed in shops or returned by customers, a credit note shall be requested from the supplier.
 If the supplier requests that the products should be returned from the shops, it shall bear all the costs relating to this operation.
 The transport of products held in stock at the platform up to the supplier' place shall be borne by the latter.
 For products unfit for sale, held in stock at the platforms, a credit note shall be requested from the supplier.
 The costs of destruction of the products at the platform shall be charged to the supplier.

Done in On	Signature and stamp of supplier
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List of persons to be contacted at BIOCOOP in the event of problem requiring the withdrawal of products from consumption or sale. The supplier shall **IMPERATIVELY** contact one of the contacts persons by telephone and confirm the details to him by Email.

Name and First Name	Telephone	Email	Job title
CHATELAIN Marion	02 41 79 47 79 07 85 11 46 24	qualiteproduits@biocoop.fr	Quality Control Supervisor
LEPETIT Elise	02 41 79 70 00 06 78 42 10 52	qualiteproduits@biocoop.fr	Food Safety Auditor
In case of crisis		crise@biocoop.fr	

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LOGISTICS INVOICING IN THE EVENT OF PRODUCT WITHDRAWALS/RECALL
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The reimbursement of costs incurred for the withdrawal of products shall be charged on the basis of the following costs:

	Unit	Cost, net of taxes, in €
<u>ADMINISTRATIVE COSTS</u>		
Central services costs	Per withdrawal/recall decision	75
Warehousing cost	Per warehouse	50
Shop cost	Per shop	10
<u>TRANSPORT COSTS</u>		
Cost of transport from the supplier to the shops	Per kilo	0.38
If return	Per pallet	As per STB fee schedule
<u>HANDLING COSTS</u>		
Warehousing cost	Per package	0.5
Shop cost	Per package	0.5
<u>DESTRUCTION COST</u>		
By the warehouse or the shop	Per tonne	200

These charges are subject to VAT at the rate of 20% (provision of services).

The invoice is payable at 30 days.

LOGISCTICS INVOICING IN THE EVENT OF BOX NON-COMPLIANCE

The reimbursements of costs incurred for ensuring the compliance of boxes with the BIOCOOP management rule on boxes shall be charged on the basis of the following costs:

	Unit	Cost, net of taxes, in €
<u>HANDLING COSTS</u>		
Warehousing cost	Number of hours spent/person	25.00

These charges are subject to VAT at the rate of 20% (provision of services).

The invoice is payable at 30 days.