General Conditions for Certification of Food/Feed Safety Systems

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If you should require any further information then please do not hesitate to contact us. We will be pleased to help you.

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1 TASKS OF THE CERTIFICATION BODY AND THE CLIENT

1.1 Tasks of the certification body

- The TÜV NORD CERT Certification Body (hereinafter referred to as "certification body") undertakes to treat confidentially all the information regarding the client's company to which it has been granted access in accordance with the agreed confidentiality rules and to use this information solely for the agreed purpose. Documents and information made available shall not be forwarded to third parties. Provision of documents for accreditation bodies within the framework of monitoring and surveillance of the certification body, and also detailed reporting and rendering of information to the arbitration body in cases of conflict are excluded from this obligation. The certification body implements certification and surveillance according to the rules of TÜV NORD CERT. The requirements of the standard or quality standard referred to in the offer, and those of the national legislation on which the accreditation / designation of the certification body / notified body is based, form the basis of the certification.
- The certification body shall perform the certification and surveillance based on the respective procedure and the regulations/standards and shall issue a certificate and (depending on the standard) possibly a test mark (see section 2) if the result is positive.
- The certification body keeps and publishes a list of the certified companies, also stating the scope of the certification on request.
- Complaints of third parties regarding management systems 1of clients who have been certified by the certification body are recorded in writing, checked and then dealt with.
- The certification body records complaints and claims of the client with regard to the certification procedure in writing, checks the facts of the case and investigates the complaints / claims. If no agreement is reached between the client and the certification body, the complaints / objection procedure published on the Internet of TÜV NORD CERT (www.tuev-nord-cert.com) is used.
- Appeals to the certification decision may be made directly to the certification body (info.tncert@tuev-nord.de). They are investigated as per the procedure CERT-120-VA012, and escalated in case an agreement was not reached. As per the CPO (Certification Program Owner) protocols unresolved appeals may be shared with the CPO

1.2 Tasks of the client

- At least four weeks before performance of the on-site audit (certification, surveillance or recertification audit) the client provides the necessary documents to the audit team leader, such as management system documentation, records regarding internal audits that have been performed and the management review documentation.
- Client must have implemented the system to be audited/certified completely prior to a certification audit.
- The client performs a complete internal audit before the certification audit, which covers all the management system requirements of the relevant standard and the processes and sites relevant for the scope of the certificate. A management review is also carried out.
- The client creates a "risk-based" internal audit programme for the 3-year certification cycle, which covers all the management system requirements, taking the size of the organisation, the scope and the complexity of the management system, the products and processes and the relevant sites into

[1] Management System includes product, process and service safety Systems

consideration. The audit programme shall be evaluated at least annually with regard to its suitability and effectiveness.

- In the case of multisite certifications, all the sites included in the certification must be covered by the internal audit programme of the organisation. Each site must be audited at least once in the 3-year certification cycle. The headquarters (central office) must be audited each year.
- The client performs annual management reviews within the 3-year certification cycle.
- The client allows the audit team access to the relevant organisation units of the company and allows records that are relevant for the operation of the management system to be viewed.
- The client names a contact person from the company management who is responsible for the execution of the audit. This is in general the representative who has been appointed for the respective management system.
- The client is obliged to inform the certification body immediately in writing of all important changes which occur after issue of certificates or extensions or additions to certificates (this affects for example changes regarding to the legal and organisational form of the company, the economic or ownership situation of the company, the organisation and the management [such as key members of staff in management positions, decision makers or specialist or high-level technical personnel etc.], the contact address and the sites, the scope of the certified management system as well as important changes to the management system and the processes).
- The client has the obligation to inform the certification body immediately of any serious incidents (e.g. recalls, accidents at work, hazardous incidents, process upsets). From its side, the certification body will take corresponding steps to assess the situation and its impact on the certification and will undertake corresponding actions.
- The client has the obligation to record all objections in relation to the management system and its effectiveness, along with corrective actions and their results, and to document these to the auditor in the audit.
- The client has the obligation, dependent on the seriousness of the nonconformity, to inform the audit team within the time limit set by the certification body, either of the corrective actions that have been determined and their target completion dates, or of the implementation of the corrective actions.

- In order to avoid situations of conflict between the certification body and a possible advisory or consultancy organisation, the client shall inform the certification body of advisory or consultancy services that have been used in the area of management systems before or after conclusion of the contract. This also includes organisations, which have carried out “in-house training” or internal management system audits.
- Within the framework of maintenance of the accreditation, notification, appointment, approval etc. the client declares that he agrees to assessors from accreditation organisations to attend audits possibly taking place within his organisation, e.g. for a witness audit (participation of the accreditation body in a (re-)certification/surveillance audit) and that the accreditation organisation may have access to and view the files.
- The client has the right to decline auditors nominated by the certification body. If no agreement can be reached following 3 proposals, the contract may be dissolved by the certification body.
- In the case of a Certification of Multiple Sites Based on Sampling, the client has the obligation to fulfil all the conditions relating to multisite certification and to report any non-fulfilment to the certification body immediately. In detail, these conditions are as follows:
    - Establishment, creation and maintenance of a management system that applies equally to all sites/production facilities/branches. This also applies to the basic documented procedures.
    - Monitoring of the entire system by the headquarters (central office). The central office has the authority to issue instructions to all sites/production facilities/branches.
- Specified arrangements that certain areas and departments work for all areas and departments within the sites, e.g. product and procedure development, purchasing, human resources etc.
    - Performance of internal audits before the certification audit in all sites/production facilities/branches.
    - Signing of an agreement between the client and certification body, which is legally enforceable at all sites/production facilities/branches of the organisation.
- It can be necessary to perform additionally short-notice or unannounced audits, e.g. in order to investigate complaints, as a consequence of changes or as follow-up for suspended certificates. In such cases the certification body specifies the conditions under which these short-notice audit visits are to take place. It is not possible to object to members of the audit team for short-notice audits. Costs resulting from the additional audit will be charged to the client.
- The client has the obligation to keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested. The client takes appropriate action with respect to such complaints and any deficiencies found in the products that affect compliance with the requirements for certification and documents the actions taken.
- The client undertake the necessary steps to fulfil the certification requirements including implementation of appropriate changes within the certification validity.
- The client has the obligation to fulfil the product requirements of certified products in the ongoing production and complies with any requirements of the certification scheme

1.3 Changing the Certification Body during the validity of the Certificate (Transfer of Certificate)

- In case of transfer of certification, the client is obliged to make available to TÜV NORD CERT, the accepting certification body, all required documents (certificate(s) of the previous certification body; audit reports

of the initial certification or of the last recertification and of the last surveillance audits; status of any open nonconformities). TÜV NORD CERT shall not carry out the transfer of certification until the review of the transfer of certification, the Pre-Transfer Review, has been positively completed. The transfer of a certification is only possible if the certificate of the client is valid for at least another 3 months. As soon as TÜV NORD CERT has issued the transferred certificate, TÜV NORD CERT informs the issuing certification body about the transfer of the certification.

1.4 Arrangements regarding occupational health and safety

1.4.1 Arrangements to be undertaken by the client

- In due time before performance of the contractual services, the client shall provide information regarding risks, hazards and stress, which could originate from the working environment in the client's factory or at the client's premises. This information shall include information regarding hazardous substances in test pieces. The client shall provide information concerning whether and if appropriate, to what extent, risk and hazard assessments are required for the activities that have been ordered. Legal requirements apply.
- The client shall have sufficient arrangements in place for first aid, alarm and rescue, and shall name contacts and responsibilities in this regard.
- The client shall ensure that employees of the certification body only perform work when accompanied by an employee of the client.
- The client shall provide the employees of the certification body with instruction on the basis of risk and hazard assessment(s) and work and operating instructions. The instruction shall include communication of emergency telephone numbers and assembly points in case of danger as well as a description of the functioning and safety of any equipment to be used under such circumstances.
- The client shall supply any necessary personal protective equipment which may be necessary and which is not provided by the certification body (helmet, safety boots or shoes, ear and eye protection – e.g. ear defenders, safety spectacles/goggles) free of charge.

1.4.2 Certification Body

- The employees of the certification body may only undertake work if the circumstances and the working environment are safe. The employee is entitled to refuse to perform the work in the presence of unacceptable hazards / risks / stresses.

2 VALIDITY AND RIGHTS OF USE OF THE TEST MARK AND THE CERTIFICATE

The following regulations apply equally to certificate and test mark. In some cases test marks are not issued, in such cases the following regulations only apply to certificates.

- The validity of the certificate begins with the date when the certificate is issued and ends as mentioned on the certificate. The term of the certificate depends on the particular standard on which the audit is based, but may not exceed a maximum of 3 years. This assumes that, based on the date of the certification audit, regular surveillance audits are performed in the company according to the specific accreditation rules or certification standards (e.g. yearly, half-yearly) with a positive result. A surveillance audit at short notice may also become necessary in certain justified cases. It is within the discretion of the certification body to decide on the necessity for such an audit.
- The scope of the certification is listed in German or in English language. A translation into other languages is provided in good faith. In case of doubt or objection, only the German or the English version of the certificate is binding.
- The test mark to be used in the individual case depends on the certificate that is issued.
- Approval for use of the test mark only applies for the area of the client's company which has been certified. Use of the test mark for activities which lie outside the scope of the certification is not permitted.
- The test mark may only be used in the form that is provided by the certification body or the CPO (Certification Program Owner). The mark must be easy to read and clearly visible. The client is not authorised to make changes to the certificate and/or the test mark. The certificate and the test mark may not be used in a misleading manner for advertising purposes.
- The test mark may only be used by the client and only in immediate association with the company name or the company logo of the client. It may not be used on products or product packaging, nor be used in relation to products and/or procedures of the client, that could be interpreted as confirming product conformity.
- It is not permitted to make use of the test mark on laboratory test reports, calibration certificates or inspection reports or certificates for persons, as these documents are classified as products in this connection.
- The client must ensure that the test mark and the certificate are only used in advertising in such a way that a statement regarding the certified area of the client, which corresponds to the certification, is made.
- The client also has to make sure that, within the framework of competition, the impression is not created that certification by the certification body is equivalent to a governmental or official inspection.
- If a claim is made against the certification body according to the principles of product liability based on use of the test mark and/or certificate by the client which infringes the conditions of the contract, the client has the duty to hold the certification body harmless and to release the certification body with regard to all claims of third parties. The same applies for all cases in which a claim is made against the certification body by a third party based on advertising claims or other behaviour on the part of the client.
- The client receives the non-transferable, non-exclusive right, time-limited to the contractual term, to make use of the test mark and the certificate in accordance with the conditions stated above. If the certificate is suspended or withdrawn, neither the certificate nor the test mark may be used from the date of suspension or withdrawal (irrespective of the term of the contract).

- Use of the test mark and the certificate is limited to the client and may not be transferred to third parties or legal successors without the express permission of the certification body. If the client wishes to transfer the right of use of the test mark and the certificate, a corresponding application has to be submitted. A new audit must be performed if necessary.

3 ENDING OF RIGHTS OF USE

The following regulations apply equally to certificate and test mark. In some cases test marks are not issued, in such cases the following regulations only apply to certificates.

3.1 End of the right to use the certificate and test mark

The right of the client to use the test mark and to claim ownership of the certificate ends automatically with immediate effect without the need for an express statement of termination, if among others

- the client does not immediately report changes in his operations which are of significance as regards the certification, or indications that such changes may occur, to the certification body,
- the test mark and/or the certificate are used in a such a way as to infringe the provisions of Item 2,
- the results of the surveillance audits no longer justify maintenance of the certificate,
- insolvency proceedings are opened with regard to the assets of the client or an application for opening of such proceedings directed against the client is refused on the grounds that insufficient assets are available,
- surveillance audits cannot be performed within the specified periods for reasons which fall under the responsibility of the client,
- actions for correction of nonconformities have not been carried out within the specified periods allowed or the results of such actions are not satisfactory or
- Disputes arise in relation to the test mark in connection with competition law or intellectual property rights.

3.2 Certification Body

The certification body is entitled to suspend or terminate a certificate, and thereby the entitlement to use the test mark, if the certification body subsequently becomes aware of new information pertaining to the assessment of the certification procedure or its result.

The certification body reserves the right to make final decisions in relation to the certification, issue, refusal or maintenance of the certification, extension or restriction/limitation of the scope of the certification, renewal, suspension or reinstatement following suspension, or withdrawal of the certification.

The certification body has the right to instigate a decertification procedure in the presence of the reasons given in 3.1 following proper and expert analysis, and to suspend, withdraw or declare the certificate to be invalid. If, by at the latest 6 months following a suspension, the client is able to prove that a situation corresponding to the requirements for certification again exists, the certification can be reinstated. Any costs associated with this shall be the responsibility of the client.

3.3 Client

Upon termination of the right of use, the client is obliged to immediately collect and destroy all certificates (originals, copies, pdf documents) and to cease advertising with the certificates. The same applies to the mark of conformity.

3.4 Mutual right to terminate the contract immediately

In addition, the certification body and the client have the right to terminate the contractual relationship with immediate effect, if use of the test mark is prohibited to the client in a manner which is legally binding. The same applies for the certificate.

4 SCOPE OF APPLICATION

The General Conditions for the Certification of Management Systems apply correspondingly for extensions or additions to certificates