

General Conditions of Food / Feed Certification Schemes



1. Tasks of the certification body and the client

1.1 Tasks of the certification body

- The certification body undertakes to treat all the information regarding the client's company to which it has been granted access confidentially in accordance with the agreed confidentiality rules. Provision of documents for accreditation bodies within the framework of monitoring 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 certificate.
- The certification body informs holders of certificates of changes in the certification procedure which affect holders of certificates directly.
- The certification body keeps a list of the certified companies, also stating the scope of the certification. On request of interested third parties, the Certification Body will give information about certified companies.
- Complaints of third parties regarding management systems ¹of customers who have been certified by a certification body of TÜV NORD CERT are recorded in writing, checked and then dealt with.

The certification body records complaints and objections of the client with regard to the certification procedure in writing, checks the facts of the case and investigates the complaints / objections. 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.de) is used.

¹ Management System includes Food- / Feed-Safety Management System
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1.2 Tasks of the client

- In so far as the accreditation rules provide for a Stage 1 Audit, at the time of the agreed Stage 1 audit, the client provides all documents which are relevant to the management system in their current form (Manual, Procedures, process descriptions, other relevant documents, records regarding internal audits and management reviews which have been performed). The Stage 1 Audit takes place at the client's premises. In the case of all other procedures, the relevant documents must be provided in good time prior to the audit (2 weeks).
- The client performs a complete internal audit before the certification audit and also before the annual surveillance audits / annual recertification audit (all elements of the relevant standard and all company locations/production sites and, if appropriate, development sites which are relevant for the scope of the certificate must be audited), and also performs an assessment of the management system.
- During the audit, the client allows the auditor team to view the records relevant to the scope of the audit, and allows the team access to the organization units of the company, relevant equipment, personnel and client's subcontractors which are affected
- He 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 of all important changes which occur after issue of certificates or extensions or additions to certificates immediately in writing (this affects for example changes regarding to the legal and organizational form of the company, the economic or ownership situation regarding the company, the organization 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 locations, modifications to the product or the production methods as well as important changes to the management system and the processes).
- The client has the obligation to record all objections/complaints in relation to the management system and its effectiveness, along with corrective actions and their results, to document these and make them available to the auditor in the audit.
- The client undertake the necessary steps to fulfil the certification requirements including

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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
- In order to avoid situations of conflict between the certification body and an advisory or consultancy company, the client shall inform the certification body of consultancy or advisory services in the area of management systems which were used before or after signing of the contract. This duty to inform also includes organizations which have performed "in-house training" or internal audits of the management system.
- Within the framework of maintenance of accreditation, notification, approval etc., the client states that he will permit a possible so-called Witness Audit to be performed in his company and that will allow access to relevant files.
- The client has the right to reject the auditors named by the certification body. If no agreement is reached after 3 proposals have been made, the contract is dissolved by mutual agreement.
- If the procedure of combined certification of management systems is used, the client undertakes to fulfil all conditions relating to combined certification of management systems and to inform the certification body immediately in case of non-fulfilment.

In detail, these conditions are as follows:

- Specification, creation and maintenance of a management system which applies in a uniform manner for all branches/production sites. The important documented Procedures must also apply in a uniform manner.
- Surveillance of the entire management system under the central supervision of the management representative based at the central headquarters of the company. This management representative has the authority to issue binding instructions to all branches/production sites.
- Rules which lay down that certain areas of the company work in a centralized fashion for all areas, e.g. product and process development, procurement, human resources etc.
- Performance of internal audits at all production sites/branches of the company before the certification audit.
- Signing of an agreement between client and certification body which is legally enforceable at all branches/production sites of the company.

1.3 Arrangements regarding occupational health and safety

1.3.1 Arrangements to be undertaken by the client

- 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.
- 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 TÜV NORD CERT 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 collection points in case of danger, and also 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.

1.3.2 Certification body

The employee 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 validity of the certificate begins with the date when the certificate is issued. 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 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 same prerequisites apply for the use of the test mark.
- The scope of the certification is listed in German or in English language. A transfer in other languages is provided in good faith. In case of doubt or contradiction is only the German or the English version of the certificate mandatory.
- 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 certificate is not permitted.
- The test mark may only be used in the form which is provided by TÜV NORD CERT. The mark must be easy to read and clearly visible. The client is not authorized to change the certificate and/or the test mark. The certificate and the test mark may not be used in a misleading manner for advertising purposes.
- If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
- 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, as it could then 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 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 behavior on the part of the client.
- The client receives the non-transferable, non-exclusive right, limited to the contractual term, to make use of the test mark and the certificate in accordance with the conditions stated above.
- 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.
- The test mark to be used in the individual case depends on the certificate which is issued.

3. Ending of rights of use

3.1 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,

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- 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 or
- disputes arise in relation to the test mark in connection with competition law or intellectual property rights.

The certification body is entitled to suspend or terminate a certificate, and hereby 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.

In addition, TÜV NORD CERT 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.

- 3.2 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. Lifting the suspension is described in the scheme specific service description. Any costs associated with this shall be the responsibility of the client.
- 3.3 The client must return all certificates to the certification body when the rights of use are terminated or expire. The client fulfils his obligations by sending all certificates to the certification body.
- 3.4 The General Conditions for the Certification of Management Systems apply correspondingly for extensions or additions to certificates.