



## BRC GS Certification Agreement Terms

Valid from 10.06.2024

Formatted: English (United States)

### 1. Introduction

Certima B.V. has its office in Arnhem, 6842CW, Mr D.U. Stikkerstraat 10, e-mail: info@certima.org and is registered in the Netherlands as an auditing and certification body. Certima BV is accredited by RvA for ISO 17065 and has been approved by BRC Trading Limited as an auditing and certification body.

**The Customer** has developed and implemented a Food Safety Management System. The Customer has decided to apply for certification of this system according to **the current version of the BRC Global Standard**, to Certima BV.

This document becomes an Agreement between Certima BV and the Customer. Once the Customer accepts Certima's Offer for audit and certification.

### 2. Scope of the audit

The scope of the audit is detailed in the respective Offer to the customer.

### 3. Validity

The term of the certification agreement is defined in the General Certification Conditions.

### 4. Certification handling procedure of Certima BV.

Certima BV deploys professional skilled, experienced and qualified auditors who have also extensive working experience and branch expertise regarding the products, processes and management systems they have to audit.

According to the accreditation rules the certification process comprises of the following steps: audit, reporting, decision whether or not the certificate will be granted. The certification decision will be made by a person designated by Certima BV. The person, who makes the certification decision shouldn't participate in the on-customer auditing.

A more detailed description of the certification process can be found in the document General Certification conditions available on the website of Certima, [www.certima.org](http://www.certima.org).

### 5. For legal issues only documents in English language will be considered.

### 6. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the Dutch laws and the courts of the Netherlands shall have exclusive jurisdiction.

### **The Customer** agrees and declares:

1. In case of significant change the Customer is obliged to inform Certima BV immediately in writing. A significant change is any circumstance that affects the certification e.g.:

- Increase or decrease of the number of the staff with more than 20%;
- Increase or decrease of the number of the customers with more than 20%;
- New activities, processes or products;
- Other changes that affect the fulfillment of the requirements for certification and is likely to require extension of the scope of certification.
- Change in the management, the ownership or location.

2. to be responsible for the performance of the activities to be audited and to assure operation of the production activities during the audit.

3. In case of unpredicted circumstances after written confirmation about scheduled date of the certification audit, the Customer is obliged to inform Certima about its wish to cancel or postpone the audit ~~6-3~~ months at the latest before the scheduled date **or in case of a planned unannounced audit, 6 months before the start of the timeframe for the unannounced audit**. Otherwise the Customer owes to Certima a penalty of ~~50% of the contract amount~~:

- ~~50% of the contract amount in case cancellation/postponing of audit was communicated to Certima in less than 6 months before the scheduled date or in case of a planned unannounced audit, in less than 6 months before the start of the timeframe for the unannounced audit.~~
- ~~100% of the contract amount in case cancellation/postponing of audit was communicated to Certima in less than 3 months before the scheduled date or in case of a planned unannounced audit, in less than 3 months before the start of the timeframe for the unannounced audit.~~

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4. to be acquainted and agree with the current document and the valid Certima General Certification Conditions which are published on the website of Certima ( <a href="http://www.certima.org">www.certima.org</a> );
5. to be acquainted with and be able to comply with the valid audit criteria concerned and will make on request all required documents available for review and audit;
6. to indemnify Certima and hold Certima harmless from any claims because of not granting the certificate or in the event such claims arise against persons who by order of Certima carry out activities in the handling of this certification application, unless Certima has caused the damage through its own intent or through serious error; The Customer agrees that the liability of Certima in contract, tort, negligence, breach of statutory duty, misrepresentation, strict liability, warranty, or otherwise for any breach of this Agreement and/or any failure to exercise due skill and care or any matter arising out or in connection with the services to be provided in accordance with this agreement shall in no circumstances exceed a total aggregate sum equal to 10 times the value of this agreement. The above doesn't exclude or limit the liability of Certima or the Customer for the fraud, gross negligence or wilful misconduct of its directors, personnel or subcontractors. The Customer agrees that Certima shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts.
7. to agree with the price conditions for this certification application. The amount(s) related to this application should be paid not later than <u>240 days before the 1st scheduled audit day for Announced audits and 20 days before the start of the unannounced timeframe for Unannounced audits before the audit and in case of an unannounced audit – 17 weeks before next audit due date</u> , as recorded on the certificate or defined in another way by the requirements of the scheme. <u>An interest of 8% will be charged on any delayed payments.</u> The sums will be indexed after the end of the first year of the validity of the contract, considering the inflation index as published by the Eurostat of the European Commission, or a local source in the country where the audit is performed. The local source should be mentioned in the Price overview of this agreement.
8. to be acquainted and agree that Certima shall immediately terminate an audit or the certification process in the event of the following: <ul style="list-style-type: none"> <li>• failure to provide access to relevant locations, staff and/or information;</li> <li>• intimidation, discrimination, threat and/or violence towards one or more persons acting for or on behalf of Certima;</li> <li>• attempted bribery of one or more persons acting for or on behalf of Certima;</li> <li>• demonstrably misleading of Certima auditor team by the failure to provide relevant information and/or the provision of incorrect or incomplete information;</li> <li>• failure to meet financial obligations to Certima.</li> </ul>
9. to be acquainted and agree with the fact that the audit and reporting will be carried out by an impartial expert by order of Certima according a prescribed procedure and refrain from requesting this expert for advice regarding these activities and not to impede with the execution of the expert's activities concerned;
10. to be acquainted and agree with the fact that in principle the final report is your property. A copy of this report is stored for 6 years with Certima as evidence for certification. Without your written consent this complete report will not be published, unless by legal enforcement. A copy of the audit report and any subsequent certificate or audit result shall be supplied to BRC Global Standards and may be supplied to the accreditation body in the agreed format for the Global Standard used. As a GFSI-benchmarked standard, records may be viewed in conjunction with any GFSI compliance audit. Other documents in relation to the audit shall be made available to BRC Global Standards upon request. All documents submitted to BRC Global Standards shall be copies of original documents. Documents provided will be treated as confidential <ul style="list-style-type: none"> <li>• where agreements are in place, BRC Global Standards may make audit reports and certificates available to customers of customers or the authorities for earned recognition purposes. Sharing can be removed by the customer at any time through the BRC Global Standards Directory mechanism</li> </ul>
11. to be acquainted and agree with the fact that the BRC reserves the right to conduct its own audit or visit to a customer once certificated in response to complaints or as part of the routine BRC compliance activity to ensure the integrity of the scheme. Such visits may be announced or unannounced.
12. to be acquainted and agree with the fact that in case of a recall or withdrawal or any legal proceedings related to the safety of the produced product, it will report to Certima within 3 working days.
13. to be acquainted and agree with the fact that in case of necessity, for instance in case of finding of significant non-conformities as Major, Critical etc. additional full scale or partial audits will be performed. The necessity of such audits and the rules for performing of follow-up audits are described in the respective standards.
14. To be audited at any time with an unannounced audit by Certima in case of necessity: <ul style="list-style-type: none"> <li>• when required by your customer(s)</li> <li>• when required by BRC GS</li> <li>• in case of critical non-conformities during the audit in the usual cycle ,</li> <li>• if the time spent on customer was proven insufficient</li> <li>• if some information suggesting that the company does not comply with the requirements of the standard - recall, withdrawal, complaint, outbreak etc.</li> <li>• if Certima wants to verify the corrective actions where needed</li> <li>• because other inputs from the scheme owner, state authorities or the market, Certima analyses</li> </ul>

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<p>The Customer agrees to provide physical access to any kind of information during the unannounced audit. The Customer agrees to the fact that the auditor will take objective evidence in the form of photos or hard copies with him/her if this data is relevant for the outcome of the audit. The Customer agrees to the fact that these data are taken for further proceeding of Certima certification process, including the decision regarding the certification status of the Customer but not for any purpose other than this.</p> <p>If the customer denies access to Certima auditor, the current certificate will be suspended.</p> <p>The expenses for these audits will be invoiced to the Customer.</p>
<p>15. to be acquainted and agree with the fact that in case non-conforming with the requirements of Certima, regarding the usage of the Logo, incorrect references to certification mark, the certification status or misleading use of certification documents, marks or audit reports, found during an audit, will be regarded as non-conformities. This will lead to a request for corrective action. The failing to perform the corrective action may lead to suspension, withdrawal of certification, publication of the transgression and, if necessary a legal action.</p>
<p>16. to recognize and respect that the audit does not give judgement on the degree of use of the assessed system in the Customer's activities because it is a snapshot;</p>
<p>17. to accept that observers can participate in Certima's audit teams (on behalf of Certima, its accreditation body or a scheme owner) for purposes such as training, audit, peer evaluation and supervision by the government, unless some reasonable and substantiated objections to the presence of specific observers are made.</p>
<p>18. to recognize and respect that the people acting on behalf of Certima will not be put in a position in which their independence, objectivity, safety or health may be put at risk.</p> <p>Certima shall immediately terminate an audit or the certification process in the event of the following:</p> <ul style="list-style-type: none"> <li>• failure to provide access to relevant locations, staff and/or information;</li> <li>• intimidation, discrimination, threat and/or violence towards one or more persons acting for or on behalf of Certima;</li> <li>• attempted bribery of one or more persons acting for or on behalf of Certima;</li> <li>• demonstrably misleading of Certima audit team by the failure to provide relevant information and/or the provision of incorrect or incomplete information;</li> <li>• failure to meet financial obligations to Certima.</li> </ul>
<p>19. To provide technical documentation including where applicable HACCP plans, CCP description, production processes chart, other relevant documentation, available to the audit team not later than 20 working days before the start of the audit or immediately after the audit is scheduled. Applicable is the event closest to the audit date.</p>
<p>20. In case new certification requirements come into effect after a certificate was issued, the Certificate holder shall comply with the requirements of the new revised standard in accordance with the 'standards effective date' specified in the new publication.</p>
<p>21. If the Customer wants to opt out into the fully unannounced audit program, they should notify Certima either at the end of the previous audit or within 3 months of its intention to join or remain within the unannounced audit programme. Non-certificated customers may opt into the unannounced audit programme on the understanding that the audit may not occur for up to 12 months from the request. In this case the planning and execution of the audit will follow the protocols of the fully unannounced audit program maintained by BRCGS.</p>
<p>22. All customers shall have at least one unannounced audit every 3 years. For customers with annual (12-month) audits, this will result in at least every third audit being unannounced. Customers that receive a grade C or D at any of their audits will still be expected to undergo an unannounced audit at least every 3 years, but there will be a larger number of announced audits in the interim.</p> <p>The certification body is responsible for managing the audit process and ensuring that within the 3-year period, all certificated customers receive at least one unannounced audit. The certification body shall notify the customer of the year when the unannounced audit will take place, without communicating the actual date of the unannounced audit. This discussion shall occur within 3 months of the previous audit to ensure that the customer is aware of the year in which the unannounced audit will take place.</p> <p>Customers can nominate 10 days non-audit days when they are not available for an audit. The dates and the reasons (e.g. a planned customer visit) must be provided as soon as possible and prior to the start of the unannounced audit timeframe. The certification body may challenge the reason where this does not appear appropriate and at its discretion accept these nominated dates. Days when the factory is not operating (e.g. weekends, public holidays, planned shutdowns for customer holidays or maintenance) are not included within the 10 days. Any such non-production days shall be notified to the certification body when opting into the unannounced scheme.</p> <p>It is a condition of the unannounced audit that the auditor shall be granted access to the site for the audit on arrival (see section 2.7.4).</p>
<p>23. Where a customer cannot be certificated because of the number or level of non-conformities identified during the audit, and if the customer wants to cancel the agreement with Certima, they can do that only if a concession is granted by BRCGS for a change of certification body during this period.</p>
<p>24. The Customer should recognize and respect that in case of non-payment of any amount due to Certima, the audit will not be performed. In the case of unannounced audit, the registration of the unannounced audit timeframe in the IFS database will not be effectuated, this event limiting the option to perform an unannounced audit at all.</p>

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In any of the above cases, the Customer owes to Certima the full amount of fees described in the offer + the interest according to local law.

25. The Customer should recognize and respect that it has to provide full support to the compliance auditor in the realisation of the compliance audits wherever needed.

26. The certification manager of Certima can decide to inform the competent authority involved, if the audit has resulted in findings which indicate a threat to the safety and/or health of persons or the system of certified conformity audit is at risk, for instance in case of :

- a. indication of fraud such as falsification of evidence, (attempts of) intimidation, bribery or other types of attempts to influence the judgement of the Certima;
- b. Indication of falsifications regarding the issuance declarations of conformity under certification.

27. The agreement is valid until it is not overruled in writing by Certima or the Customer at least **6 months** prior to the audit.

28. The Customer is acquainted and agrees to comply with the BRC Compliance audit arrangements. Certima is obligated and irrevocably authorized by the Customer to transmit to BRC the relevant (detailed) results from the BRC audits and certifications, independently of the results of the audit; this data are to be deposited in an online database - the BRC directory.

A copy of the audit report and any subsequent certificate or audit result shall be supplied to BRC Global Standards and may be supplied to the accreditation body in the agreed format for the Global Standard used. As a GFSI-benchmarked standard, records may be viewed in conjunction with any GFSI compliance audit. Other documents in relation to the audit shall be made available to BRC Global Standards upon request. All documents submitted to BRC Global Standards shall be copies of original documents. Documents provided will be treated as confidential.

BRC reserve the right to undertake a witness audit of an auditor employed by a Certification Body (approved or provisionally approved) in order to ensure audits to the BRC Global Standards are undertaken consistently, effectively and adhere to BRC protocols.

The Customer is obliged to agree to such an attendance of an Compliance witness auditor to a regular BRC Witness audit or to a regular BRC certification audit.

The Customer agrees that all relevant BRC audit documents and supporting records including the report, the action plan as well as the certificate are being uploaded to the BRC Directory by Certima.

The Customer acknowledges and agrees that special users of the BRC Directory are notified via e-mail if a certificate of a Customer has expired or has been withdrawn or suspended by Certima. Special users of BRC Directory are Certima, as long it is commissioned for the current BRC audit of the Customer, food safety authorities, as well as certified companies and retailers. BRC Directory system will generate an email to the nominated contact of the supplier and any selected customers to alert them to a suspended certificate. The client will also be removed from the public listing of certificated suppliers on [www.brcdirectory.com](http://www.brcdirectory.com).

As part of the BRCs compliance programme, the BRC reserve the right to undertake a routine surveillance visit to any certificated customer either announced or unannounced in order to uphold the integrity and ensure confidence in the BRC Global Standards certification schemes.

The customer visit may be conducted by BRC or a BRC contracted company or auditor.

Generally, the visit will be on one day duration (4-8 hours on customer).

For announced visits, customers may be informed up to 2 weeks in advance, however unannounced visits will also be conducted as appropriate.

The expenses, related with these audits, charged to Certima, will be transferred to the Customer.

Signed:



~~13.04.2023~~ **28.05.2024**

Vladislava Zapryanova,

Managing director, Certima BV