

# Most recent changes

The most recent changes are highlighted in red.

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## General

1. These General Conditions for certification of management systems and operations form part of the certification program of Certima B.V., hereinafter referred to as Certima.
2. Certima B.V. has its office in Arnhem, 6842 CW, Mr.D.U. Stikkerstraat 10, e-mail: [info@certima.org](mailto:info@certima.org) and is registered in the Netherlands as a certification body for product, process and management systems certification in the area of quality, hygiene & food safety of customers of products and services in the agricultural sector in the foods & drinks sector and in the distribution and trade of foodstuffs.
3. For most schemes a contract with the applicable scheme owner is required to conduct audits. The registration of Certima B.V. as an authorised Certification Body can be found on the website of the applicable scheme owner.
4. The customer/applicant, hereinafter referred to as customer, and when certified referred to as the certified company, applies for certification of products, processes or management systems by completing, signing and submitting an order confirmation form for certification.
5. By means of this form the customer confirms to agree to the principles as set out in the order confirmation form and in these General Certification Conditions and that the customer is aware that by signing this order confirmation form a mutual agreement with Certima has been concluded regarding general certification conditions and to respect the conditions during the agreed period, with the result that an assessment shall be performed on behalf of Certima and an assessment report shall be drawn up regarding the assessment;
6. on the basis of the assessment report including the comments of the customer with regard to the report, Certima reviews and qualifies the results;
7. in case of a positive qualification, Certima grants the customer a numbered certificate for the scope of the customer's activities as specified on the certificate according the applicable rules;
8. where relevant, Certima will register details of the certificate with the scheme owner and maintain a Certima register.
9. This document is a part of the certification agreement between Certima and Customer.
  10. These Conditions describe the working methods used by Certima, with respect to the audit/inspection, qualification & certification, surveillance and complaint handling. These regulations are published on the website ([www.Certima.org](http://www.Certima.org)) under publications.
11. These Regulations regulate the application, planning and performance of the audit/inspection, the qualification and the certification. In addition, they describe the working methods and principles for surveillance, consultation with parties concerned and the interrelationships.
12. If Certima decides that the company meets the requirements for certification of its activities, Certima takes a positive certification decision for the applied scope of certification. The company thus certified is authorised to use the certificate and the certification mark of Certima. The certification decision is based on the results of an audit or inspection carried out on behalf of Certima.
13. Certima and the persons who carry out work in this framework on behalf of Certima are not permitted to make announcements to third parties regarding the application and the handling thereof.

## Certification process

### *Application and determination of rates and costs*

1. A company applies for certification:
  - a. If the application concerns an audit for certification: Certima will send a Company Information Sheet to the applicant with the request to return the filled out and signed Company Information Sheet in order to make up a quotation for the applicant. If applicable, quotations shall be made according minimal audit days requirements as mentioned in the certification scheme concerned. If multi-site applications are received, the general or specific multi-site requirements for certification are used for quotation and planning. The quotation together with the order confirmation

form/application and attached general certification conditions shall be sent to the applicant company for confirmation (quotation and general certification conditions) and with the request to return the order confirmation form directly to Certima.

With the quotation a specified costs overview and a short introductory information regarding the application handling procedure are enclosed.

- b. If the application concerns an inspection for certification (e.g. GLOBALGAP) Certima will send a dedicated application & agreement form to the applicant with the request to return the filled out and signed form directly to Certima.
2. Signing of the order confirmation form / application & agreement shall be considered as that the applicant company enters into a certification agreement with Certima.
3. If the applicant is transferred from another certification body to Certima, Certima will request the latest report and certificate from the applicant or the previous certification body. Certima will verify with the previous certification body if there are any open issues. Open non conformities from the latest audit will be verified during the next audit. If applicable, Certima will continue the certification cycle.

### *Planning of initial audit/inspection, reassessment and subsequent surveillances*

1. After receipt of the application/order confirmation, Certima shall review the application (also for scope amendment) on any misunderstanding and arrange a date for the initial audit/ inspection or subsequent surveillance audit/inspection in consultation with the applicant.
2. Surveillances are planned by Certima according the frequency as mentioned in the standard protocol concerned.
3. A confirmation of the agreed date shall be sent to the applicant together with a program proposal and appointed auditor/audit team or appointed inspector. The company can challenge Certima in a motivated writing for the appointed auditor(s)/inspector on provable conflict of interests.

### *Conducting audits*

1. The audit shall take place according an established working method as accounted for in the report and the proposed program (audit/inspection plan) according prescribed protocol and the standard requirements (e.g. 2-stage initial audit). It includes documentation, records and prerequisite requirements review, interviews of and demonstration by management and operating personnel at their working area and observations on these and on inspections from premises, production, processing and utilities. Besides the certification requirements the surveillance can also be focused on the use of the certificate and of the Certima certification hall mark by the company.
2. Visible irregularities on the premises, in processing or in the documented system concerned or if there is any doubt about the capability concerned, or if for reasons the planning of the audit/~~inspection~~ is exceeding or the audit/~~inspection~~ proceeding is obstructed, the auditor/ team leader ~~or inspector~~ shall report this directly to the scheme manager of Certima or to the operational manager of the Partner and afterwards to the responsible company management and shall report this in the audit/ inspection report. In consultation with the responsible management of the company the auditor/ team leader or inspector can decide to terminate the audit/ inspection. The applicant company can always prematurely terminate its application. Termination in both situations shall not affect the company's payment obligations.
3. The results of the audit/ inspection are directly reported in **Corrective action plan (CAP)** and confirmed with the company representative guide. All reported **deviations and NC's** shall be discussed and agreed upon with the responsible management during the closing meeting at the end of the audit/~~inspection~~. ~~The agreed results are reported in an 'end of audit/inspection' letter which shall be signed for acceptance by auditor/inspector and the company representative.~~

4. ~~If during a stage 1 for system certification audits concerns are identified which impact the management system, the team leader can decide to repeat all or part of the stage 1 audit. This decision may lead to postponement or cancellation of stage 2.~~
5. If an audited/~~inspected~~ company does not meet the requirements which have been set, the company will be given the opportunity to formulate and implement Corrective Actions (CA) related to the Non Conformity and the grade (NC's: KO, critical, major, minor or **B, C and D scoring**) according a prescribed CA-plan and inform Certima by electronic input data for verification purpose within the prescribed number of days after the audit/~~inspection~~. NC's shall be rectified before qualification or the number and type of NC's shall be limited according the certification scheme requirement concerned.
6. ~~If, for system certification audits, the audit team is not able to verify the implementation of corrections and corrective actions of any major nonconformity within 6 months after the last day of stage 2, Certima shall conduct another stage 2 audit prior to recommending certification.~~
7. Additional **Supplementary** audits/~~re-inspections~~ may be necessary to verify whether an audited/inspected company has taken sufficient corrective actions to close the reported NC's. The need for the supplementary audits shall be determined by the auditor with the approval of Certima, in accordance with the impact of the reported NC's and the Standard requirements concerned as set out in the report. The costs to be made in this respect are at the expense of the company concerned and are not included in the quotation. The need for re-inspections shall be decided by the Report reviewer/ Certifier. The fee for re-inspection is stated in the standard fee table concerned. The audited organisation shall be informed accordingly.
8. A standard report of audits ~~/inspections and surveillances~~ which have been carried out, as well as additional **supplementary** audits or ~~re-inspections~~, shall be made per certified company by Certima to such extent that demonstrable traceability is possible. The storage term of this record is ~~in any event 2 full certification cycles with~~ a minimum of 5 years. These records will not be supplied to third parties (other than scheme owners) without written consent of the applicant company. Only in case of a legal mandatory request the applicant will be informed about the supply of a requested complete record.
9. Certima shall immediately terminate an assessment or the certification process in the event of the following:
  - failure to provide access to relevant locations, staff and/or information;
  - intimidation, discrimination, threat and/or violence towards one or more persons acting for or on behalf of Certima;
  - attempted bribery of one or more persons acting for or on behalf of Certima;
  - demonstrably misleading of Certima assessment team by the failure to provide relevant information and/or the provision of incorrect or incomplete information;
  - failure to meet financial obligations to Certima.

### **Certification decision**

1. The ~~deviations and~~ Non Conformities should be closed ~~or the closing shall be planned~~ and approved by Certima (depending on the certification scheme chosen by the Customer), ~~and corrective/preventive action shall be defined before next certification audit~~. The number and type of NC's shall be defined **limited** according the certification scheme requirement concerned.
2. ~~In the event of agreement of the recommendation and advices, the contact person of the audited company shall be informed of the result in writing or by mail within a prescribed number of days after the audit. If no agreement is reached, the auditor/inspector in question shall be consulted by Certima Report reviewer/ Certifier in order to reach a uniform opinion. If no uniform opinion is achieved in this matter, the managing director of Certima shall decide in this matter. The contact person of the company shall be informed of this decision in writing within 14 working days.~~

3. A positive recommendation shall be confirmed to the contact person of the company by sending a registered certificate in the name of the certified company together with the final report concerned. The company has always the possibility to react on this report to Certima.
4. The company concerned shall be notified by (registered/ electronic) letter of a negative certification decision which shall either result in a denial of the certification application or in a suspension or withdrawal of the certificate. In the latter situations the company shall be reminded by Certima to notify his customers of the change in status if required by the certification scheme concerned. The suspension status can be rectified by a positive qualification of a follow up audit as mentioned in ***Withdrawal of the certificate*** results in the termination of the certification agreement. Only after receipt of sufficient evidence that the reasons for the negative qualification or for the prematurely termination of the audit/inspection have been eliminated Certima can decide to restart the application handling.
5. After the audit/inspection has taken place, the auditor/inspector shall make an impartial recommendation to Certima. This recommendation shall be reported in the report after the verification of the implementation of corrective actions of noted NC's is planned or completed, depending on the particular audit scheme.
6. The Report reviewer/ Certifier of Certima shall review the audit/inspection, the underlying evidence, the audit/inspection results and consider the recommendation and advice and shall qualify for certification or in case of surveillance review for continuation of the existing certificate by the certification decision maker. In the situation that the Report reviewer/ Certifier authorises a change in the report, the customer will be informed by the Report reviewer/ Certifier or his representative about the reason.

### ***Audit/Inspection & Surveillance frequency***

1. A certified company must continually comply with the applicable certification criteria. This principle is set out in the general certification conditions belonging to this certification scheme.
2. After the date the certificate is granted, audits/inspections shall be carried out in accordance with an established audit/inspection frequency which is laid down in the relevant Standard and according the before mentioned articles 2 till 5. Reassessment will be needed before the expiry date as indicated on the certificate.
3. Depending of the requirements of the certification scheme, the audits/inspections can be either announced or unannounced.
4. Certima's Report reviewer/ Certifier can adjust the surveillance frequency, for certain certification schemes as prescribed, per customer in consultation with auditor/inspector and operational manager of the Partner if relevant, also when NC's repeatedly have been observed and for verifications after taking corrective actions. The customer will be informed about this and about the financial consequences.

### ***Corrective measures and sanctions (e.g. suspension of certification)***

1. If the standard owner or the scheme owner or Certima has specified (types of) non conformities, procedures for handling corrective actions, sanctions and obligations for the certified company, Certima is authorised to verify whether these corrective measures have been taken and are effective. The costs to be made in this respect are at the expense of the certified company.
2. In this respect Certima can decide to prohibit the certified company from making use of the certificate, as proof of certification, and of the certification mark for a maximum term of six months (e.g. in advertising), or can decide to reduce the certification scope of the company involved to exclude the parts not meeting the requirements only if this is in line with the scheme requirements, without prejudice to the provisions of the certification agreement regarding the right of Certima to withdraw a certificate.
3. In respect to a reduced certification scope the invalid certificate shall be withdrawn see below.

## *Withdrawal or suspension of the certificate*

1. Certima can withdraw/*suspend* the certificate if:
  - a. a surveillance or a supplementary surveillance shows that the criteria for certification are no longer met, if applicable according to the requirements of the certification scheme concerned;
  - b. the certified company abuses the certificate granted in such a sense that due to its action or omission an incorrect impression could be created among third parties with regard to the nature and the scope of the certificate;
  - c. the certified company, despite repeated reminders, does not perform its obligations to Certima;
  - d. it cannot reasonably be demanded of Certima to continue with the certification agreement, such as in the event of the certified company's bankruptcy, in the event it petitions for a moratorium on payment, in the event the certified company has attempted to influence the Certima auditor/inspector in an inappropriate manner or if the certified company in any way harms the good name of Certima.
2. If Certima decides to withdraw the certificate, it shall give the certified company a written notice of withdrawal stating the reasons. The certified company must immediately stop using all advertising matter that contains a reference to certification and return the relevant certificate and if relevant the sticker to Certima.
3. Certima can publish the withdrawal of a certificate, as well as the termination of the certification agreement as a result of the validity term, in accordance with the term that applies for the certified company to file an appeal.

## Non-discriminatory conditions

1. The policies and procedures under which the Certima operates, and the administration of them, are non-discriminatory.
2. All services of Certima are accessible to all applicants whose activities fall within the scope of its operations.
3. The access to the certification process is not conditional upon the size of the client or membership of any association or group, nor the certification is conditional upon the number of certifications already issued. There are no undue financial or other conditions.
4. Certima can decline to accept an application or maintain a contract for certification from a client when fundamental or demonstrated reasons exist, such as the client participating in illegal activities, having a history of repeated non-compliances with certification/product requirements, or similar client-related issues.

## Impartiality

1. Certima shall not certify another certification body for its quality management system.
2. Certima and any part of the same legal entity and any entity under the organizational control of Certima shall not offer or provide management system consultancy. This does not preclude the possibility of exchange of information (e.g. explanation of findings or clarification of requirements) between the Certima and its clients.
3. Certima shall not offer or provide internal audits to its certified clients.
4. Certima shall not certify a management system on which it provided internal audits for a minimum of two years following the completion of the internal audits.



5. Where a client has received management systems consultancy from a body that has a relationship with Certima, their management system will not be certified for a minimum of two years following the end of the consultancy.
6. Certima shall not outsource audits to a management system consultancy organization. This does not apply to individuals contracted as auditors.
7. Certima's activities shall not be marketed or offered as linked with the activities of an organization that provides management system consultancy.
  - a. Certima shall take action to correct inappropriate links or statements by any consultancy organization stating or implying that certification would be simpler, easier, faster or less expensive if Certima were used.
  - b. Certima shall not state or imply that certification would be simpler, easier, faster or less expensive if a specified consultancy organization were used.
8. In order to ensure that there is no conflict of interests, personnel who have provided management system consultancy, including those acting in a managerial capacity, shall not be used by the Certima to take part in an audit or other certification activities if they have been involved in management system consultancy towards the client. That personnel shall not be used for a minimum of two years following the end of the consultancy.
9. Certima shall take action to respond to any threats to its impartiality arising from the actions of other persons, bodies or organizations.
10. All personnel of Certima, either internal or external, or committees, who could influence the certification activities, shall act impartially and shall not allow commercial, financial or other pressures to compromise impartiality.
11. Certima requires personnel, internal and external, to reveal any situation known to them that can present them or the certification body with a conflict of interests. Certima will record and use this information as input to identifying threats to impartiality raised by the activities of such personnel or by the organizations that employ them, and will not use such personnel, internal or external, unless they can demonstrate that there is no conflict of interest.

## General rights and obligations upon certification

1. If the scheme owner alters the certification criteria or the protocol, a general announcement will be made to this effect. Certima will inform his certificate holders about these alterations and adjustments as well as the transition period if applicable.
2. The customer is obliged to keep himself informed about the valid certification criteria and compliance requirements concerned. The customer is obliged to assure that its organisation continually complies with the valid criteria for certification.
3. When certified, the customer must give Certima or its representative written notice if there has been or will be a relevant change in circumstances on the basis of which a certificate has been granted (e.g. legal, commercial, organizational status or ownership, key management, contact address & sites, changed or reduced certification scope, major changes in the management system and processes concerned). This also applies in regard to possible legal proceedings with respect to product safety or legality, under which product recall.
4. With regard to such alterations or to investigate complaints, Certima can decide to carry out a supplementary audit. The costs to be made in this respect are at the expense of the certified company.
5. Certima shall implement a surveillance program, as agreed with the customer and in accordance with the provisions of the certification scheme, in order to safeguard the validity of the certificate.
6. The customer is obliged to participate in the surveillance program referred to in the preceding paragraph and to complete the instructions given to it in this context. Detailed

information is required from the site prior to each audit in order to adequately plan the audit activity.

7. Furthermore, the customer is obliged, if so requested, to participate in specific assessments necessary for the supervision of auditors (i.e. witness audits) or if ordered by a scheme owner necessary for the supervision of Certima and on request make available to the scheme owner documents in relation to the audit.
8. The customer should be aware that some scheme owners (e.g. IFS) has launched an Integrity Program to assure the quality of its certification scheme, with a focus on the review of audits conducted by certification bodies and their auditors. As a part of this integrity program the scheme owner may request the performance of unannounced audit or audit with short (les than 48 hours) notice. In such cases the customer should provide all necessary cooperation to the auditors.
9. The customer should be aware that in case of lack of cooperation to integrity programme related audits, the customer certification status may be changed.
10. To be aware that the scheme owner can contact the customer directly to ask for feedback on the audit and the certification process as part of the certification body performance monitoring process. The scheme owner may also contact sites directly to review the certification status.

## Publicity

1. During the term of the certification agreement, the customer is free to make public that he is entitled to use the certificate and the certification hallmark for the activities referred to in the certificate in accordance with the requirements as mentioned in the regulations for the use of the certification hallmark. The same applies if the customer carries out its business under a joint name or brand name and not under the name of one of the certified companies, provided all activities under such joint name or brand name, which are aimed at the relevant product/market segment, are certified. The usage of the Certima certification hallmark and of the certification declaration is regulated in the Regulation for the use of the Certima Hallmark, which is published at the website ([www.Certima.org](http://www.Certima.org)) of Certima.
2. During the validity term of the certificate, Certima gives the customer the right to publish the certificate and the final assessment report, under the condition that the report is presented in full.
3. If the customer wishes to affiliate Certima with its products, processes or services through publications in a manner other than indicated in the preceding paragraphs, the customer shall require Certima's consent.
4. Upon Certima's first demand the customer is obliged to retract inaccurate statements and publications relating to the certificate and the certification hallmark and rectify such to the satisfaction of Certima.
5. The customer shall refrain from any use of the acknowledgement as certificate holder which can be misleading, or with regard to which it knows or ought to understand that Certima can suffer damage in consequence thereof.
6. The certified activities of the company, as mentioned on the certificate, will be registered in the Certima register for certificate holders. Information from this register can be requested from Certima. Certima has the right to publish the withdrawal of a certificate or termination of a certification agreement.
7. For certain schemes, the certification details will be registered in the database of the scheme owner and can be made public on the website of the scheme owner.



## Alteration of the certification criteria

1. In the event the criteria applicable to this certification agreement are altered, this will be published on the Certima website. The version published on the website is the official version.

## Confidentiality

1. The managing director of Certima and all employees of Certima ~~or of the Partner, who carry out work on behalf of Certima~~ are bound by a signed confidentiality agreement with regard to all information which comes to their attention in the framework of this regulation, including all business information, insofar as the applicant company can reasonably claim confidentiality, in accordance with what is set out in the Articles of Association in this respect.
2. Certima will not release any information on the content of the report to third parties, other than if so requested by law, ~~the scheme~~ or on request of the customer.
3. Certima shall impose this duty of confidentiality by means of a signed statement of confidentiality. The signed confidentiality statements are available, upon request by the applicant or certified company.

## Liability

1. Certima and the person who carries out evaluations or inspections at the customer's on behalf of Certima are, barring cases of intent or gross negligence, not liable for damage which the customer suffers as a result of the performance, the suspension and/or the withdrawal of the certification agreement and of the related certificate.
2. Certima, except in the event of intent or gross negligence on their part, not liable for damage arising from an act or omission by the persons whom it instructs to carry out work in the framework of this certification agreement.
3. The customer indemnifies Certima against all third-party claims in respect of incorrect functioning of products, processes and management systems to which this certification agreement applies.

## Fees

1. Certima obtains financial support through sales of audit and certification services
2. The fees payable to Certima to perform its services are calculated considering the audit duration, as required by the respective standards, and the country specific man day rate.
3. The customer shall pay Certima according to the agreed quotation and
  - a. the adjusted surveillance frequency in accordance with the provisions in the certification regulations of the applicable standard, or
  - b. any additional surveillance announced or unannounced audits in accordance with the provisions in the certification regulations of the applicable standard or
  - c. a verification visit of corrective measures or resulting from complaints
  - d. Communication or processing of incidents, changes in current certification data or any other additional actions related with maintenance of certificate are invoiced at cost using a fixed hourly fee.
  - e. Communication about the approval of CAP, correction and evidences are invoiced at cost using a fixed hourly fee.

4. 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.
5. When applicable the customer is obliged to pay for the registration/certification fee to the scheme owner, which will be invoiced by Certima on behalf of the scheme owner to the customer.
6. A suspension measure by Certima shall not affect the customer's payment obligation.

## Suspension, withdrawal or reducing the scope of the certificate

1. Certima can suspend the certificate if:
  - a. a surveillance or an additional surveillance shows that the criteria for certification are no longer met;
  - b. the customer abuses the certificate granted in such sense that due to its action or omission an incorrect impression could be created among third parties with regard to the nature and the scope of the certificate;
  - c. the customer, despite repeated reminders, does not perform its obligations to Certima;
  - d. it cannot reasonably be demanded of Certima to continue with the certification agreement, such as in the event of the customer's bankruptcy, in the event it petitions for a moratorium on payment,
  - e. in the event the customer has attempted to influence the Certima assessor in an inappropriate manner;
  - f. if the customer in any way harms the good name of Certima;
  - g. if the customer voluntarily requests suspension
2. If Certima decides to suspend the certificate, it shall give the customer a written notice of suspension stating the reasons.
3. The time for suspension cannot exceed six months.
4. Certima will restore the suspended certification if the issue that has resulted in the suspension has been resolved. Failure to resolve the issues that have resulted in the suspension in a time established by Certima shall result in withdrawal or reduction of the scope of certification.
5. If Certima decides to withdraw the certificate or to reduce the scope of certification, it shall give the customer a written notice of withdrawal stating the reasons. The customer must immediately return the certificate to Certima. In case of reduction of the scope, a new certificate will be issued.
6. Certima can publish the withdrawal of a certificate, as well as the termination of the certification agreement as a result of the validity term, in accordance with the term that applies for the customer to file an appeal.

## Complaints

1. In the event of a written complaint lodged with Certima, an investigation will be carried out by or on behalf of the Report reviewer/ Certifier of Certima into the merits of this complaint. In the event of a verbal complaint, the complainant shall be asked to lodge this complaint with Certima in writing.

2. The Quality manager will confirm to the complainant the receipt, and the handling of the complaint. The certified company (if applicable) concerned will be informed as well.
3. The general term for resolving a complaint will be 4 weeks unless a scheme owner or other stakeholder requires a shorter term.
4. The results of the investigation shall be announced by the Quality manager to the complainant and, if relevant, to the certificate holder. In the event of a complaint that is held to be well founded in whole or in part, corrective actions and/or sanctions apply.
5. Formal notice of the end of the complaint handling process will be given to the complainant by the Quality manager, while the extent on publicity of the subject of the complaint and its resolution shall be determined by the Managing director of Certima in consultation with the client and the complainant.
6. The complaint form, the handling-, progress- and verification reports shall be filed while the file address shall be registered in the Certima's Complaints register.
7. The costs of the investigation are at the expense of the party who caused the complaint.
8. If the complaint is held to be not well founded, the costs of the investigation are at the complainant's expense, unless the managing director of Certima decides otherwise.

## Disputes

1. In case a dispute in the certification procedure arises, all parties concerned can ask the Managing director of Certima to settle the problem.
2. The concerning party will send a description of the dispute in writing to the Managing director of Certima.
3. The Managing director of Certima will review the file and will interview all parties concerned.
4. The Managing director of Certima will take a binding decision and send this in writing to all parties concerned.
5. If necessary the Managing director of Certima can consult an external expert.

## Appeal

1. According to the certification system of Certima, all parties concerned have the option of appealing against a decision of Certima regarding certification and/or measures, insofar as such ensues from any agreement to which Certima is a party. This option of appeal is regulated in the Rules of Appeal, which are published on [www.certima.org](http://www.certima.org)
2. An Appeal handling procedure will be started in case of request related to reconsideration by Certima of a decision it has made relating to particular customer.
3. The parties involved are subject to the decision of the Appeal Tribunal as described in the Rules of Appeal document, which decision shall have the effect of a binding advisory opinion between the parties. An objection to the contents of an assessment criterion shall never be deemed a dispute.

## Termination

1. The certification agreement can be terminated, with a notice period of six months prior to the audit due date. Notice of termination shall not affect the obligations that the customer already has towards Certima. Certima's duty of confidentiality shall remain in effect regardless of termination.
2. The certification agreement can be prematurely terminated if one of the parties has acted contrary to one or more of its obligations under this certification agreement to a serious degree.

## Term of the certification agreement

1. A certification agreement is valid for an indefinite period of time.
2. In the situation of yearly renewal of the certificate (BRC, IFS), the certification agreement remains in effect.
3. These Regulations are part of the certification system of the company Certima B.V., established at Arnhem, the Netherlands, hereafter called Certima.

## Publicity

1. The certified activities of the company, as mentioned on the certificate, shall be registered in the Certima register for certificate holders and, when applicable, in the database of the scheme owner. This register can be requested from Certima. Certima has the right to publish the withdrawal of a certificate or termination of a certification agreement.
2. The certified company may use the certificate, the complete final report and the Certima hallmark for publicity purposes according the Regulation for the use of Certima's hallmark as published on the Certima website ([www.Certima.org](http://www.Certima.org)).

## Consultation with parties concerned with regard to changes and preparation

1. The consultation with parties concerned regarding changes is the responsibility of the Standard or Scheme owner. If so desired, Certima shall participate in harmonisation activities.
2. In the situation that the audit protocol is developed by Certima and is therefore part of this certification scheme, a significant change in this protocol does not have to be presented for agreement to any external board. Such changes however should be published by Certima, e.g. on its website.

## Change in circumstances

1. If the certification criteria or the protocol are altered by the standard owner, a general announcement shall be made to this effect. The transition term shall be specified by the standard owner. Certima will inform the certificate holders by referring to the website of the standard owner about these alterations and adjustments as result of these alterations as well as about the transition period if this is not specified.
2. The certified company must give Certima or its representative written notice if there has been or will be a relevant change in circumstances on the basis of which a certificate has been granted (e.g. legal, commercial, organizational status or ownership, key management, contact address & sites, changed or reduced certification scope, major changes in the management system and processes concerned). For a merger, this is the date of publication.
3. With regard to such alterations Certima can decide to carry out a supplementary audit (e.g. a 2 stage audit with recertification) or to take corrective measures in accordance with the following article. The costs to be made in this respect are at the expense of the certified company.

## Product recalls and withdrawals

1. Any recalls and withdrawals of products imitated both from the certified company or from its customers, shall be reported to Certima within 3 working days.

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2. The information about the recalls/withdrawals shall be submitted by e-mail to [recall@certima.org](mailto:recall@certima.org)

## Consultancy

Nether the applicant nor the certified company is permitted, under any name or title whatsoever, to persuade or attempt to persuade the auditors/inspectors or of Certima, who due to their position could have knowledge of information as a result of the execution of handling certification applications, to act or try to act as its advisor or consultant in the relevant field.

## Final provisions

1. This document can be cited under the name General Certification Conditions.
2. The valid version of the conditions is published on the website of Certima, [www.certima.org](http://www.certima.org)