

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 IFS Management GmbH as an auditing and certification body for IFS schemes.

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 IFS Food, Broker, Logistics, Wholesale / Cash and Carry**, 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-site 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.

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 sites 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 3 months at the latest before the scheduled date. Otherwise the Customer owes to Certima a penalty of 50% of the contract amount.

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 (www.certima.org);

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;

<p>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.</p> <p>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.</p> <p>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.</p>
<p>7. to agree with the price conditions for this certification application. The amount(s) related to this application should be paid not later than 10 days before the audit and in case of an unannounced audit - 17 weeks before next audit due date, as recorded on the certificate.</p> <p>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.</p>
<p>8. to be acquainted and agree that Certima shall immediately terminate an audit or the certification process in the event of the following:</p> <ul style="list-style-type: none"> • 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 audit team by the failure to provide relevant information and/or the provision of incorrect or incomplete information; • failure to meet financial obligations to Certima.
<p>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;</p>
<p>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.</p>
<p>11. to be acquainted and agree with the fact that the Standard owner is at all times entitled to conduct control audits at the Customer and that the Customer must give access of the auditor concerned and must fully co-operate with the control audit. The standard – control audit will be announced 0 - 48 hours in advance.</p>
<p>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.</p>
<p>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, KO 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.</p>
<p>14. To be audited at any time with an unannounced audit by Certima in case of necessity:</p> <ul style="list-style-type: none"> • when required by your customer(s) • when required by IFS Management • in case of critical non-conformities during the audit in the usual cycle , • if the time spent on site was proven insufficient • if some information suggesting that the company does not comply with the requirements of the standard - recall, withdrawal, complaint, outbreak etc. • if Certima wants to verify the corrective actions where needed • because other inputs from the scheme owner, state authorities or the market, Certima analyses <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>The expenses related with 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>

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.

Certima shall immediately terminate an audit 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 audit team by the failure to provide relevant information and/or the provision of incorrect or incomplete information;
- failure to meet financial obligations to Certima.

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.

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.

21. If the next audit should be unannounced, the Customer should notify Certima in writing as soon as possible but not later than 18 weeks before the next audit due date, as recorded on the certificate. The Customer should report to Certima also the respective "blackout period" of 10 operational days, when the unannounced audit cannot be performed due to technical / organizational reasons of the Customer. More detailed information can be found in the IFS standard.

22. to 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.

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.

23. to recognize and respect that it has to provide full support to the Integrity auditor in the realisation of the Integrity or compliance audits wherever needed.

24. The certification committee 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.

25. The agreement is valid until it is not overruled in writing by Certima or the Customer at least 3 months prior to the audit.

26. The Customer is acquainted and agrees to comply with the IFS Integrity Program as follows.

The IFS standard is managed by IFS MANAGEMENT GmbH.

Certima is approved by IFS MANAGEMENT GmbH to conduct IFS audits.

Certima is obligated and irrevocably authorised by the Customer to transmit to IFS MANAGEMENT the relevant (detailed) results from the IFS audits and certifications, independently of the results of the audit; this data will be deposited in an online database - the IFS portal - kept by IFS MANAGEMENT.

IFS MANAGEMENT is entitled to carry out an Integrity Witness Audit. The aim of an Integrity Witness Audit is to examine the work of the IFS auditor in an audit situation by observing the auditor's method and audits of the IFS requirements. The Customer is obliged to agree to such an attendance of an Integrity witness auditor to a regular IFS certification audit.

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

The Customer acknowledges and agrees that special users of the IFS portal are notified via e-mail if a certificate of a Customer has been withdrawn or suspended by Certima. Special users of the IFS portal are Certima, as long it is commissioned for the current IFS audit of the Customer, food safety authorities, as well as certified companies and retailers who have access to the IFS portal and have selected the Customer as "favourite" in the IFS portal function "My Audits". The notification contains an explanation about the identified non-conformity(ies) which led to the withdrawal or suspension. After each IFS certification audit of a Customer IFS MANAGEMENT is entitled to carry out Integrity on-site Checks of such Customer at any time; in general such Integrity on-site Checks are performed unannounced. The decision of the duration of the Integrity on-site Check is up to IFS Quality Assurance Management.

If IFS MANAGEMENT decides in special cases, that based on the issue to be investigated an announced Integrity on-site Check is necessary, IFS MANAGEMENT may notify Certima and/or the certified organization (by email and/ or fax using the contact details stored in the IFS database) 0 - 48 hours prior to the date of the Integrity on-site Check that an Integrity on-site Check will be conducted.

The Customer is obliged to provide IFS MANAGEMENT and the auditor of the Integrity Program assigned by IFS MANAGEMENT access to his premises. The Customer is furthermore obliged to support the Integrity auditor in the realisation of the Integrity on-site Check wherever he can.

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

Signed:



16.09.2019
Vladislava Zapryanova,
Managing director, Certima BV