

bQb-Cert General Trading Conditions (V24)

Certification Activities

Client hereby requests bQb-Cert to perform the certification activities pursuant to the Client information provided to bQb-Cert by Client. bQb-Cert shall perform the certification activities in accordance with bQb-Cert then current certification system. bQb-Cert shall make available to client at client's request, the documents compromising the certification system.

Client Obligations

Certification offers refer to the obligations of Client Obligations that include but are not limited to the following provisions:

1. Client commits to ensure the CB has access to the past certifications and audit reports.
2. Client must have on hand, and at the start of the certification audit, the most current version of the scheme they are being certified to.
3. Client commit to fulfil all certification requirements, including appropriate revisions when they are communicated by the CB, or the scheme owners.
4. Client commit to meet scheme applicable requirements (e.g., IFS, Part 1, Section 5, FSSC 22000 v5.1, Part 2, SQF v9 Part A, BRCGS Food 8, Part 2 & Others).
5. If the certification applies to ongoing production and the certified product, Client must commit to continue to fulfil the product requirements.
6. Client commit to inform the CB, without delay, any changes that may affect its ability to conform with the certification requirements. Examples of changes can include the following:
 - a. Legal, commercial, organizational status or ownership.
 - b. Organizational and/or management (e.g., key managerial, decision-making, or technical staff).
 - c. Modifications to the product or productions method.
 - d. Contact information or address changes due to moves or adding production sites.
 - e. Major changes to the quality management system.
 - f. Recall or public notification within 24 hours for SQF; BRC sites-3 days; FSSC22000 & IFS sites-3 days, caused by any of the following:
 1. Impending prosecution or enforcement with respect to product safety or legality.
 2. All product recalls.
 3. Adverse media or regulatory authority interest.
 4. Evidence of a significant public safety issue (e.g. food poisoning outbreak or customer injury).
 5. Evidence of significant failings at the certificated site (e.g. fraud, corruption or significant malpractice).
 6. Adverse public statements by a regulatory authority, NGO or major retailer.
 7. Significant public safety concerns bringing scheme owners, CB and other interested parties into disrepute.
 8. Any other change that renders the information on the certificate inaccurate.

Note: Further detailed review and follow-up of all records pertaining to a recall may be required by way of an additional on-site visit, (based upon scheme requirements). All costs and expenses associated with these audits will be an additional cost to the client.

7. Client commit to makes all necessary arrangements for:
 - a. conducting of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors.
 - b. it is a condition of undertaking an audit using a scheme that the auditor may be accompanied by other personnel for training, assessment, or calibration purposes. This activity may include:
 - i. training of new auditors by the Certification Body
 - ii. routine Certification Body shadow audit programs.
 - iii. witness audits by Accreditation Bodies
 - iv. witness audits by scheme owner representative.
 - v. Witness audits by a specifier where a specifier specific additional audit module is included.
 - c. Scheme owners reserve the right to conduct their own audit or visit a site once certificated, in response to complaints, or as part of the routine compliance activity to ensure the integrity of the schemes. Such visits may be announced or unannounced.
 - i. Certification status may be affected if access to any parts of the site or process or requests to these points specified above is unreasonably refused.
 - ii. Scheme owners may contact the site directly in relation to its certification status or for feedback on bQb-Cert performance, or investigation into reported issues.

8. Client commit to make claims regarding certification consistent with the scope of certification.
 - a. Client commit to not using its product certification in such a manner as to bring the CB into disrepute and not making any statement regarding its product certification that the CB may consider misleading or unauthorized.
 - b. Client commit to strictly observe the principle that the bQb-Cert's name will not be used in such a way that the CB is considered the owner or the managing entity of the plant. If any claims arising from the product liability principles are brought against the CB, Client and certificate sites shall correct any misleading information or designation. If any costs related to the appeal against the claims and specified in this Section are incurred by the CB, the site shall reimburse the Certification Body with such costs at their request.
 - c. upon suspension, withdrawal, or termination of certification, Client commit to discontinue its use of all advertising matter that contains any reference thereto and to take action as required by the certification scheme (e.g., the return of certification documents) and to take any other required measure;
 - d. if the client provides copies of the certification documents to others, the documents need to be reproduced in their entirety or as specified in the certification scheme.
 - e. in making reference to its product certification in communication media such as documents, brochures or advertising, Client commit to comply with the requirements of the CB or as specified by the certification scheme.

- f. Client commit to comply with any requirements that may be prescribed in the certification scheme relating to the “Use of marks and logo’s”, (as referenced in the document, “Use of bQb-Cert and Standards logo’s”, found on website), and on information related to the product.
9. The Client commit to ensure that information about their site on the scheme website, corresponds with the information contained on the certificate and audit report issued and approved by the CB.
10. Client commit to keep records of all complaints made known to it relating to compliance with certification requirements and makes these records available to the CB when requested, and
- i. To investigate complaints.
 - ii. To take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification.
 - iii. To document the actions taken.
11. Client must allow for the mutual cooperation between the CB and the AB, by providing access to their sites for witness purposes, should it be deemed necessary by the CB or AB.
12. Where customers require that they be informed when their suppliers have a critical non-conformity identified or fail to gain certification, the Client commit to immediately inform their customers and make them fully aware of the circumstances. Information on the corrective actions to be taken in order to address the non-conformities, will also be provided to customers where required:
- a. to maintain certification. Where an audit is delayed beyond the due date, except in justifiable circumstances,
 - b. To grant or not, permissions for scheme owners to share their audit reports or certification status with customers, including retailers, manufacturers, suppliers, and other specifiers.
 - c. To manage adequately and promptly, sharing options with scheme owners’ portals.
 - d. The decision on the level of supplementary actions required on the basis of the certificate shall be made at the discretion of the individual buying organization.
13. Client commit to make available, all documents in relation to the audit, to scheme owner and other relevant stakeholders such as GFSI and government bodies upon request.
14. Client acknowledge any specific requirements for additional audit modules in accordance with the protocol of those modules. This includes the confidentiality of information.
15. Client must write & review their company scope statement according to the scheme owners’ requirements.

Certification Body Obligations

1. To establish impartiality systems that ensure audit processes that provide confidence to relevant and identified interested parties.
2. To manage information and data as per confidentiality controls.
3. To assign an audit team that has the collective competence with regard to the processes or services that are listed within the scope of certification.



4. To assign an audit team that performs a thorough audit of the processes that support the management system, and to collect thorough interviews of personnel, observation, and review of documents, the objective evidence necessary to determine conformance or nonconformance to the requirements of the relevant standard(s).
5. To oversee that no auditor will consult with, nor provide solutions to the client within restricted datelines.
6. To make aware that disagreements with an auditor's "interpretation" in documented findings related to the applicable standard(s) may be disputed and/or appealed to the CB through a formal process. If in the end, if the appeal is not resolved to the satisfaction of the client, the appeal may be elevated to the AB as a complaint for further consideration.
7. To recommend additional follow-up assessment activities (e.g., more frequent surveillance visits) when routine scheduled audits identifies numerous findings indicating the client is not self-managing its management system processes adequately, as per scheme owners' requirements.
8. To adjust audit time for the next surveillance or recertification audit, if findings require further verification of implementation and effectiveness.
9. To provide the certificate in a timely manner, based upon scheme requirements, after successful resolution of audit finding, review, acceptance, and closure.
10. To enforce continual improvement based on processes that assure capability, competence, confidentiality, and impartiality.

Warranty and Related Matters

bQb-Cert and its auditors shall perform the Certification Activities in a workmanlike manner consistent with bQb-Cert's then current Certification System. bQb-Cert may subcontract its obligations under this Agreement, but bQb-Cert shall retain responsibility for the performance of its obligations. THE WARRANTY SET FORTH IN THIS SECTION IS THE SOLE AND EXCLUSIVE WARRANTY OF bQb-Cert UNDER THIS AGREEMENT AND THE SERVICES CONTEMPLATED TO BE PROVIDED HEREIN, AND NO OTHER EXPRESS OR IMPLIED WARRANTIES EXIST, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES THAT bQb-Cert DOES NOT WARRANT AND HAS NO LIABILITY OR RESPONSIBILITY FOR (AND SUCH LIABILITY AND RESPONSIBILITY BELONGS SOLELY TO CLIENT) THE QUALITY AND SAFETY OF ANY PRODUCT OR SERVICE PRODUCED, MANUFACTURED, DELIVERED SOLD OR OTHERWISE DISTRIBUTED BY CLIENT. Client's sole remedy for any failure by bQb-Cert to perform as provided in this Agreement shall be the payment by bQb-Cert to Client of an amount representing the damages caused by bQb-Cert, but not to exceed the entire payment made by Client to bQb-Cert for services (exclusive of reimbursement of expenses) during the twelve month period prior to the breach by bQb-Cert of its



obligations under this Agreement. In no event shall bQb-Cert its shareholders, directors, officers, employees, agents, representatives, subcontractors, independent contractors, affiliates or subsidiaries, predecessors, successors or assigns ("Related Parties"), be liable for any indirect, incidental or consequential damages (including, but not limited to lost opportunities or profits) foreseen or unforeseen, incurred by Client or any third party in connection with this Agreement or Client's activities. This limitation on damages shall be in effect regardless of the form of action filed to obtain such damages, whether in contract, for negligence or other tort, or for strict liability or otherwise. Client hereby indemnifies bQb-Cert and Related Parties and holds bQb-Cert and Related Parties harmless from and against any losses, damages, causes of action, claims, demands, suits, liabilities and expenses (including attorneys fees) that arise out of or in connection with this Agreement or Client's activities.

Miscellaneous Matters

bQb-Cert and Client are independent parties and nothing set forth in this Agreement creates a joint venture, partnership or other concerted activity. This Agreement together with any applications submitted by Client represents the entire agreement between bQb-Cert and Client and replaces any currently existing agreement between bQb-Cert and Client. bQb-Cert shall not be liable in any respect should it be prevented from discharging any of its obligations hereunder as a result of any matter beyond its control which could not be reasonably foreseen. Should any provision of this Agreement be determined to be invalid or unenforceable, it shall be adjusted so as to best reflect the intent of the parties to the maximum extent possible, and the remainder of this Agreement shall be valid and enforceable to the maximum extent possible. This Agreement may only be modified by a writing executed by bQb-Cert and by Client. This Agreement shall be binding upon and inure to the benefit of bQb-Cert and Client and their respective successors and assigns and may be assigned by each of them upon ten days written notice to the other; provided if, in bQb-Cert's sole discretion, an assignment by Client effects a Change under this Agreement or the Certification System, Client shall cooperate and take the actions necessary to allow the assignment to occur based on a re-audit or such other activity as bQb-Cert reasonably deems necessary. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio. Any dispute under this Agreement shall be resolved pursuant to the appeals procedure adopted by bQb-Cert from time to time, or as required by the certification scheme. In the event Client makes any claim that a dispute is not subject to the foregoing process or has not been adjudicated pursuant to the rules provided therein, Client shall not have the right to bring any action with respect thereto before a court of law or equity, but shall only have the right to seek a determination from one arbitrator pursuant to the rules of the American Arbitration Association as to whether such dispute was subject to the appeals process or was adjudicated pursuant to the rules provided therein. Such arbitration shall be conducted in Las Vegas, Nevada and each party shall bear its own expense for such arbitration.