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General Provisions

The special conditions set out below are in addition to or amend, where appropriate, FOODCHAIN ID Certification's general sales conditions. No exemption may be made to these provisions unless explicitly specified in writing and agreed by FOODCHAIN ID Certification. However, they may be added to or amended under specific conditions.

Contract

This contract is entered into for a period of one year from the date specified on the assessment plan with the right to extension by tacit renewal. Where either of the parties wishes to opt out of this contract or amend it 3 months prior notice is to be served. Where amendments to this assessment plan have a financial impact or an impact on the assessment results these are to be accepted in writing by the parties before application. This may lead to early stopping of the assessment in question.

Where there is a premature stopping of an assessment whatever the cause may be, serious breach of the provisions of this contract, final discrepancy between the results obtained and those anticipated, or any other exceptional circumstance, the contracting parties will inform one another of the decision to stop at the latest on the first working day following disclosure of the cause. FOODCHAIN ID Certification will draw up an invoice for all costs incurred up until that point by the assessment plan.

Fulfilment

Fulfilment of assessment programs is set out in the assessment plan

FOODCHAIN ID Certification's auditors and where appropriate subcontractors working on behalf of FOODCHAIN ID Certification are to have access to all premises, staff, documents and information necessary to carry out a proper assessment. It is also possible that the standard owners themselves carry out audits within the company as part of the "Integrity Program" on a routine basis or as part of a clear - unannounced or by appointment.

The applicant undertakes, for their part, not to influence the assessment process in any way whatsoever.

Where a date is set for carrying out an audit this may not be moved by the client less than 48 as before its date. Where this is the case, financial compensation of 100 Euros may be claimed from them.

Subcontracting

In the inspection, excluding audits validating Self-audits in conformity with AFSCA, the Federal Agency for Food chain Security approval, arrangements for subcontracting are set out in the assessment plan.

In relation to certification, FOODCHAIN ID Certification undertakes not to subcontract its certification work and decisions relating to certification will not be outsourced. Work carried out by external auditors or technical experts bound by an appointment agreement will not constitute outsourcing (subcontracting) of an audit.

Use of the results and the certificate

Whilst legal requirements are used by the auditor as criteria for conformity an assessment report will not in any way mean total conformity with all applicable legal requirements. The applicant may not use this report in this way.

Information on data privacy protection

In conjunction with auditing and certification against some standards, data included in the audit report will be uploaded on the scheme owners portal and therefore may be visible to users and retailers in certain login area. Scheme owners can store those data for internal administrative or own business purposes. Processing of those data is in accordance with article 6(1) of the GDPR. Those data can remain stored and visible even after deleting the company account from the scheme owners databases.

Obligatory notice

The company is obliged to provide proof of notice to the AFSCA, the Federal Agency for Food chain Security to FOODCHAIN ID Certification either where limits for serving notice are exceeded or after analysis of specific risks, that the product may present direct risk to public health. Where proof of this notice is not received by FOODCHAIN ID Certification within 5 working days of the information date, FOODCHAIN ID Certification will serve direct notice.

Invoicing

FOODCHAIN ID Certification will draw up an invoice for services at least once per month. Invoices are to be settled within 30 days of the invoicing date.

Provisions in the event of the company ceasing to trade

FOODCHAIN ID Certification has the right to immediately end the contract without prior notice or compensation in the event of insolvency, voluntary or involuntary liquidation, winding up, arrangement with creditors or any other creditors' procedure or in the event of the activities of the assessed company ceasing.

Impartiality

Work by auditors or external technical experts having received an appointment by FOODCHAIN ID Certification does not constitute outsource of the audit.


A list of members of staff and information relating to them is to be sent to the client upon request by them, a minimum of 15 days before the audit date to enable them to make any objection to the appointment of an auditor or technical expert and to

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enable our certification organization to reconstitute an audit team to the satisfaction of the client in response to any justified objection.

Where one or more members of the audit team has already been employed by your company or supplied services for it please inform us a minimum of 15 days before the date of the audit to enable our certification body to reconstitute an audit team which complies with our impartiality undertaking. Please tick the appropriate proposal below.

I confirm that no member of the audit team has been employed by our company or supplied services for it.

One or more members of the audit team have been employed by our company or supplied services to it. (please specify their name(s) and the date that the contract ended) and then a new audit team will be created.

To the best of your knowledge is there any potential danger of conflicts of interest between your company and FOODCHAIN ID Certification (family relationship, financial investment in the company etc.) which might affect the independence, integrity or impartiality of FOODCHAIN ID Certification in its audit?

Yes **No,**

If yes please provide details:

Where you do not confirm this point about "Impartiality" we will consider that you have agreed to the audit team.

Confidentiality

Information except for that made public by the client will be considered by FOODCHAIN ID Certification as being confidential. FOODCHAIN ID Certification is to state below the information that it intends to make public. This confidentiality clause also applies to information relating to the client obtained from other sources than the client itself.

If you are a client of our laboratory, for audit purposes, do you accept that the auditor may consult results of analyses before their audit:

I accept **I refuse**

Where you do not confirm this point about confidentiality we will consider that you refuse

These conditions are valid from 26 January 2021.