

	Special terms and conditions for inspection and certification programmes	G12.a2EN	Implementation: (19/07/2018) V12 du 07/05/2024
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General provisions

The special terms and conditions listed below are added to or modify, as applicable, FOODCHAIN ID Certification's standard terms and conditions - sale and invoicing. These terms and conditions may only be deviated from providing it is explicitly stipulated in writing and with FOODCHAIN ID Certification's agreement. They can however be added to or modified by special terms and conditions.

The clauses of the general rules governing the product certification system or management system certification system apply hereto as well as the standard(s) and special rules established in the certificate or equivalent.

Rights and obligations

This contract is entered into for a period of 1 year from the date indicated on the assessment plan, with the possibility of being prolonged by automatic renewal. Should one of the parties wish to withdraw from this contract, or modify it, this must respect a 3-month notice period.

Modifications to this assessment plan having a financial impact or an impact on the result of the assessment, must be accepted in writing by the various parties, before being applied. This may lead to the early stopping of the assessment concerned.

When an assessment is stopped early, whatever the cause, a serious breach to the provisions of this contract, definitive incompatibility between the obtained results and those expected or any other exceptional circumstance, the joint contractors inform one another about the decision to stop, on the working day following identification of the cause at the latest. FOODCHAIN ID Certification establishes the invoice of all costs generated up until then by the assessment plan as quickly as possible.

By the signature of this document:

- The company undertakes to ensure that the certified management system or the certified products it manufactures and supplies, as defined in the certificate, comply with the requirements fixed by the standards and general and special rules defined in the certificate or equivalent. Consequently, the certification body authorises the company to certify the management system or the products referred to by the certificate or equivalent excluding any other, in accordance with the special rules of the system.
- In the event of a change of certification body, the company undertakes to give a new certification body access to the prior audit reports.
- In the event of a product certification, the company undertakes to manufacture the products covered by the certificate or equivalent according to the same specifications as the sample examined by the certification body during the initial assessment and found to comply with the standard.
- The company cannot report its certification in a way likely to harm the reputation of FCID Certification and can make no declaration about this certification that FCID Certification could consider unauthorised or likely to mislead.
- In the event of suspension, withdrawal of the certification or upon certification expiration the company undertakes not to use any publicity material mentioning the certification and to return any required certification document to FCID Certification. In the event of suspension/withdrawal of validation of the Self-checking system by AFSCA or any certification linked to food safety, the company immediately informs FCID Certification of this.
- The company can only mention its certification to indicate that its management system or its products are certified as complying with specified standards.
- The company must strive to ensure that no certificate or report is used, in full or part, in a way likely to mislead.
- The company must comply with the requirements of FCID Certification when it mentions its certification by such communication channels as publicity articles, brochures or other documents.
- In the context of the accreditation of FCID Certification's activities, our accreditation body Belac may ask for one of its auditors to accompany the auditor of FCID Certification during your audit. In accordance with Belac's accreditation procedures, we ask you to receive this auditor. This auditor will have an observer role and will have no influence on the result of your audit. This requirement applies also to the presence of a competent authority (AFSCA...) or the owner of the specifications.
- The rescheduling of the audit is the responsibility of the certified company.
- The company undertakes to pay the financial contributions necessary to FCID Certification that undertakes to pay them to the owner of the systems of reference when this is necessary.
- The audit should be scheduled at a time when it is possible to effectively audit all the activities mentioned in the report and on the certificate.

Performance

The performance of the assessment programmes is described in the assessment plan.

The auditors of FOODCHAIN ID Certification and potentially the subcontractors who work on behalf of FOODCHAIN ID Certification must be able to access all premises, personnel, documents and information that is necessary to carry out a correct assessment.

It is also possible that owners of the systems of reference themselves carry out unannounced or by appointment audits within the company (e.g.: "Integrity Program" as a routine or in the context of a complaint).

By accepting the mission proposed by FCID Certification, the Client authorises the presence of a representative of the accreditation body (BELAC), the competent authority or the owner of the specifications to be able to assist the performance of its activities resumed in its accreditation scope.

The person requesting the assessment undertakes for their part not to exercise any influence on the assessment procedure.

If an appointment is fixed to carry out an audit, this cannot be rescheduled by the client less than 48 hours before the date of the appointment. If such is the case, financial compensation of 100 euros may be claimed from it.

In the case of 2-stage audits (ISO/IEC 17021-1:2015), the results of stage 1 may lead to postponement or cancellation of stage 2.

Subcontracting

For the inspection, excluding Self-checking system validation audits in accordance with AFSCA certification, the subcontracting terms and conditions are described in the assessment plan.

FoodchainID Certification, in the context of its certification activities, subcontracts product analyses that it collects at FoodchainID Testing Solutions. FoodchainID Testing Solutions will carry out the analyses itself or entrust them to a licensed and certified laboratory with which it is bound by a contract. In the context of analyses carried out in the Organic sector, the laboratory must be recognised by the competent authorities. The intervention of external auditors or technical experts linked by an assignment mission does not constitute an outsourcing (subcontracting) of the audit.

Monitoring

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The certification body exercises regular monitoring of the company's compliance with its obligations, in accordance with the terms and conditions fixed in the general rules governing the certification system, and the special rules applied to the system as they are defined in the certificate or equivalent.

This monitoring is carried out by the employee mandated by the certification body.

Use of results and the certificate

Although legal requirements are used by the auditor as conformity criteria, an assessment report in no way means total compliance with all applicable legal requirements. In no way can the person requesting the assessment use the report in this way.

Data ownership:

FCID Certification owns the contents of the certificate and the audit report.

The certified company authorises FCID Certification to share information relating to the audit and the certification process with the owner of the standard, the GFSI and competent authorities if necessary.

Information on modifications made to production or the management system

- The company will inform the certification body of any potential modification to the management system or the product, the manufacturing process or the quality management system (personnel, equipment, ownership, legal status, the scope of operations carried out) or activities that may have an impact on the certificate(s) issued.

Compulsory notification and product recall

- The company undertakes to inform FCID Certification **immediately** (in accordance with the provisions resumed in the standard) in the event of a recall of products covered by the certification, compulsory notification to the competent authorities or any other incident (including fraud) that may have an influence on the quality management system or the legality and/or Integrity and/or Quality of the certified products.

FCID Certification reserves the right to carry out an additional audit at the company's expense to assess the impact on the certification.

The specific procedure of the competent authority or the owner of the specifications must be applied as a priority.

Invoicing

The payment of the services must be made on the date indicated on the invoice and must be paid exclusively to the bank account stated and with the communication indicated on this.

Provisions in the event of cessation of company activities

Foodchain ID Certification is entitled to immediately end the contract without notice or indemnity in the event of bankruptcy, voluntary winding up or official receivership, dissolution, court-imposed scheme of arrangement or any other competitive procedure against creditors in the event of cessation of the assessed company.

Complaints and Claims

- The company must register any claim concerning aspects covered by the certificate or equivalent and keep processing files available to the certification body.

Publicity

- The company has the right to publish that it is authorised to identify the management system or the products to which the certificate or equivalent apply as compliant.

- The company may not affix the FCID Certification logo or any other FCID Certification trademark to its products.

Professional secrecy

- The certification body must ensure the maintenance of secrecy by its employees concerning all confidential information brought to their attention following their contacts with the company. Information in the context of the inspection or the certification may be exchanged between the OCI and the client and the system of reference owners (e.g.: audit report, summary...)

Fees

All expenses linked to monitoring, including the cost of trials, inspections and administrative costs will be paid by the company in accordance with the certification scheme concerned.

Withdrawal/Termination of the certificate or equivalent

- A termination notice will be sent by registered letter to the other party specifying the reasons for and the date of termination of the contract.

Modification of the requirements relating to the products

- If the prescriptions applying to the management system or the products covered by this contract are modified following changes in legislation or a notice from the advisory committee or to comply with accreditation; the certification body will immediately inform the company by registered letter specifying the date these new prescriptions came into force and informing it of the potential need for an additional examination of the products the subject of this contract.

- Within a determined deadline, after receipt of the notice, the company will inform the certification body by registered letter if it is inclined to accept the modifications. If the company confirms in this deadline its acceptance of the modification and if the results of any additional examination are positive, a new certificate will be issued.

- If the company informs the certification body that it is not inclined to accept the modifications in the prescribed deadline, if it lets this due date for its acceptance pass, or if the result of any additional examination turns out to be negative, the certificate will stop being valid on the date defined by the certification body for the coming into force of the modified specifications, unless the certification body decides otherwise.

Civil liability (product certification)

- Although certified, the products marketed by the company are its liability. On no account can FCID Certification be held liable for direct or indirect damage caused by a product it has certified.

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Disputes

- In the event of a dispute, only the courts of Liège have jurisdiction.

In the event of a disagreement with the terms and conditions specific to inspection and certification programmes, please inform FCID Certification by registered letter.

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Provisions relating to confidentiality and impartiality

Information on protecting data confidentiality

In the context of the audit and certification in relation to certain standards, the data included in the audit report will be downloaded on the portal of owners of specifications and may therefore be visible by users and retailers in certain login zones. Owners of specifications can store these data for internal administrative or commercial purposes. The processing of these data complies with article 6, paragraph 1 of the GDPR. These data may remain stored and visible even after deletion of the company's account in the databases of the owners of specifications.

Impartiality

The intervention of external auditors or technical experts having received an assignment mission by FOODCHAIN ID Certification does not constitute an outsourcing of the audit.

The list of employees and the information concerning them must be sent to the client to allow it to formulate an objection to the appointment of an auditor or a technical expert and allow our certification body to reform an audit team to the client's satisfaction in response to any justified objection.

If one or several members of the audit team has (have) already been employed by your company or provided services for this, please inform us of this before the date of the audit to allow our certification body to reform an audit team that will respect our impartiality commitment.

Please tick the appropriate box below.

I confirm having read the information relating to impartiality and to report (during communication from the audit team) to FoodchainID if a member of the audit team has been employed by our company or provided services for this.

To your knowledge, is there a potential danger of a conflict of interest between your company and FOODCHAIN ID Certification (family ties, financial investment in the company...) that may affect the independence, integrity and impartiality of FOODCHAIN ID Certification in relation to its audit activity?

Yes

No

If yes, please specify:

In the absence of confirmation by you on this "Impartiality" point, we will consider that you agree to the audit team.

Confidentiality

Information, with the exception of that made public by the client, is considered by FOODCHAIN ID Certification as being confidential. This confidentiality clause also applies to information relating to the client obtained by sources other than the client itself.

When FOODCHAIN ID Certification is bound by law to divulge confidential information or when it is authorised to do so by contractual commitments, the client or the person concerned will be informed of the disclosed information, unless the law prohibits it.

If you are a client of our laboratory, for audit purposes, do you accept the auditor consulting your analysis results before the audit:

I accept

I refuse

In the absence of confirmation by you on this confidentiality point, we will take it that you refuse.

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Special terms and conditions linked to the authorities and owners of specifications

1. Special terms and conditions linked to Belac

The company may not affix the BELAC logo on its products.

2. Special terms and conditions of use of the AFSCA visual sign (smiley)_ Sector B to C

"The client may ask the OCI, which issued it with a certificate, to obtain a visual sign as defined in article 12 bis of the royal decree of the 14 November 2003 relating to 2010/276/PCCB page 22 of 24 on self-checking, compulsory notification and traceability in the food chain for all that it has satisfied the conditions fixed in this article. The client obtains the right to use this visual sign, but the latter remains however the property of the AFSCA. This sign can only be used by the client for the business unit for which it has been allocated. AFSCA agents (e.g. following an inspection) or OCI auditors who issued the certificate may temporarily or definitively withdraw the visual sign and if necessary, destroy it at any time. The removal or destruction may be carried out if the certificate was suspended or withdrawn or if the self-checking system is no longer in accordance with the favourable decision, resumed in the certificate. The client will spontaneously remove an expired visual sign and will prevent both visual signs with a different period of validity being visible at the same time.

The operator is authorised to make copies of the visual sign under the following conditions:

- i. The copies only concern the visual sign associated with the ongoing validation of the SAC of the business unit concerned and are intended for the communication of the business unit for which the visual sign was issued.
- ii. On copies of the visual sign, the shape and proportions of the design, its colour, the date and number resumed on the visual sign are not modified. Moreover, any copy is accompanied by the words "reproduction prohibited".
- iii. Copies are destroyed immediately when the validation of the SAC that led to the issuing of the original visual sign expires or is suspended.
- iv. The use of copies of visual signs must be linked to the security objectives of the food chain and the aim of this use is solely to inform consumers about the possession of the visual sign and its meaning.
- v. The use of copies of visual signs cannot lead to transmitting fake, approximative or ambiguous information. The operator who reproduces the visual sign received from the certification and inspection body (OCI) that validated the self-checking system (SAC) of its establishment, recognises being civilly liable for any prejudice that could result from the misuse made by both the operator and third parties of these copies of the visual sign. The operator undertakes to take measures to prevent the misuse of copies they have made and this also applies to virtual copies (websites, films, IT documents...)."

Unless stipulated otherwise by you, we consider that your audit request entails a Smiley request and that this rule is incumbent on you. The visual sign will be issued by default in the language of the audit (FR or NL)

3. Special terms and conditions linked to the OVOCOM system of reference (OVC 03, CC01, CC04 and RCNA (Oqualim)

Any termination of the contract between the participant and the body leads to the suspension of the attestation *de facto*, the inspection body no longer being able to carry out a possible inspection of the participant at the behest of the non-profit organisation OVOCOM or in the context of an additional inspection. Any termination of the contract must be made by respecting the terms and conditions of article 9 of this document.

Each (candidate) participant undertakes:

- to give their full collaboration when carrying out inspections (access to facilities, communication of authorisations and legal documents, access to the documentary system, access to audit, control and inspection reports written by third parties, etc.);
- to report if, in the year preceding their request, they have been the subject of a suspension or a withdrawal of attestation with a body whose purpose and goals are similar to those developed by the system of reference owner;
- to communicate to the inspection body any significant modification made to their legal status, organisation, activities, applied processes or procedures;
- to communicate any information relating to processes subcontracted by the participant and that may affect the conformity to certification requirements (e.g. transport or bagging);
- to accept unannounced audits in accordance with this regulation;
- to accept additional audits justified by the checking of the practical implementation of a corrective action, by a suspension or by a withdrawal of the attestation;
- to accept that the auditor of the body may be accompanied by trainee auditors or members of the personnel of the national accreditation body (e.g; BELAC in Belgium) or the non-profit organisation OVOCOM. These persons not being part of the inspection team itself, they can never be challenged unless the participant can argue a dispute or conflict with one of the persons put forward;
- to communicate to the inspection body the contact details of any consultant having carried out an assignment in the participant's company;
- to accept to audit reports being forwarded to the non-profit organisation OVOCOM by the inspection body;
- to immediately communicate to the system of reference owner and the inspection body if a standard has been exceeded, whether this has been identified by the authorities or by the participant. In this second case, the participant must also notify the competent authorities of if a standard has been exceeded;
- when non-conformities are observed by the certification and inspection body, to take necessary measures in the deadline proposed by the certification and inspection body;
- from the moment the attestation is suspended, withdrawn or cancelled, to no longer make reference to the inspection/certification regulation
- to comply at all times with the requirements of the documents 'BC-10 - Cuts of meat producing category 3 materials - technical prescriptions' and 'CC-03 - Inspection regulation of meat cuts' in the context of the OVC CC03 and FCA standard in the context of the CC01 and CC04 and immediately inform the OCI if the circumstances change in such a way that the rules laid down can no longer be respected;
- to accept that additional inspections may be carried out by the inspection body, outside of the scheduled cycle, if the non-profit organisation OVOCOM considers it necessary. These inspections are carried out at the expense of the non-profit organisation OVOCOM unless, on the basis of this inspection, a serious infringement of the documents 'BC-10 - Cuts of meat producing category 3 materials - technical prescriptions' and 'CC-03 Inspection regulation of meat cuts' (at least a non-conformity A) is identified. In this case, the cost of the inspection is borne by the participant;

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- to communicate to the inspection and certification body the contact details of any consultant having carried out an assignment in the participant's company;
- to accept that inspection or certification reports are transmitted to the non-profit organisation OVOCOM by the inspection and certification body;
- to immediately communicate to the non-profit organisation OVOCOM and the inspection and certification body if a standard has been exceeded, whether this has been highlighted by the authorities or by the participant. In this second case, the participant must also notify the competent authorities if a standard has been exceeded;
- when non-conformities are observed by the inspection and certification body, to take necessary measures in the deadline proposed by this;
- from the moment the attestation or the certificate is suspended, withdrawn or cancelled, to no longer make reference to this inspection or certification regulation.

In the specific case of the FCA:

- to accept, in the context of the company certification, that the following personal data may be transmitted to OVOCOM: personal identification data (surname, 53 Cc01_v0.19 first name, address) electronic identification data (email address, telephone number, fax) professional identification data (profession, job title, professional activity), authorisations (certificates, authorisations, attestations...), sanctions (suspensions, withdrawals... with other systems of reference);
- to be subscribed for updates of the FCA standard via OVOCOM newsletters. In fact, an FCA company must, in the context of its certification, remain informed of developments of the Feed Chain Alliance standard. Companies can always unsubscribe from email addresses receiving newsletters, but each company must receive the updates of the FCA standard to at least one email address.
- to use the collective "FCA" logo as stipulated in point 4.2 of the CC01
- not to communicate logins and passwords, received in the context of its FCA certification and allowing it access to the protected pages of the www.ovocom.be website, to third parties
- to accept that additional audits may be carried out by the certification body, outside of the normal certification cycle, if OVOCOM considers it necessary. These audits are carried out at the expense of OVOCOM unless, on the basis of this audit, a serious infringement to the FCA standard (at least a non-conformity A) is identified. In this case, the cost of the audit is borne by the participant;

4. Special terms and conditions linked to the OQUALIM brand and logo:

The use of this brand is open to companies whose factories are OQUALIM-certified and that participate in the pooled OQUALIM self-checking plan specific to their activity.

When an OQUALIM-RCNA-certified company places pet food included in its RCNA certification perimeter on the market, it must inform its clients, via the label or documents accompanying the product (order form, invoice) in the case of loose goods, this characteristic associated with the product.

The positive statement must be clearly and unambiguously linked to the pet food marketed.

Positive labelling for the trading activity is optional.

When an OQUALIM-STNO-certified company places pet food intended for a 'GMO-free < 0.9%' subsidiary included in its STNO certification perimeter on the market, it must inform its clients, via the label or documents accompanying the product, in the case of loose goods, this characteristic associated with the product.

The positive statement must be clearly and unambiguously linked to the pet food marketed.

Positive labelling for the trading activity is optional.

The OQUALIM-STNO labelling for products intended for export is optional.

Certified companies participating in corresponding plans can anticipate the application of these new rules from their publication.

5. Special terms and conditions linked to the IFS Featured standard (IFS Food, Logistics, IFS wholesale/cash & Carry, Broker) systems of reference

Standard terms and conditions for the use of the IFS Featured standard logo

- Application

These terms and conditions apply to both the IFS Food logos and other IFS logos.

- IFS Food/Logistics Announced and Unannounced Audit options

Before scheduling and performing the IFS Food /Logistics Audit, the certification body shall decide and inform the site whether the audit is conducted on an announced or unannounced basis, ensuring that at least every third IFS Food/Logistics Audit is performed unannounced, starting from 1st January 2021 (regardless of the IFS Food/Logistics Standard version).

Certification bodies shall contact their customers in advance to set a date for an announced audit or to register them for an unannounced audit.

If a site denies the auditor access (apart from "force majeure"), the currently valid IFS Certificate shall be withdrawn by the certification body within a maximum of two (2) working days of the audit date.

This information will be visible in the history of the site in the IFS Database. The site will be invoiced by the certification body for the total cost of the audit.

- Shape, design and colour of the IFS logo

The IFS logo can only be reproduced by strictly respecting its scale, shape and colour. If it is used on documents, black and white printing is also authorised. The IFS logo may be used in printed form, in an electronic version, on films, provided that the shapes and formats are duly respected. These terms and conditions must also be respected for uses in stamp and seal formats.

- Disclaimer of opinion and interpretation

When an IFS-certified company, a company that supports IFS or an IFS certification body publishes different kinds of documents bearing the IFS logo, opinions and interpretations referring to IFS must be clearly visible and identified.

- Use of the IFS logo on promotional media

An IFS-certified company, a company that supports IFS and recognises the IFS certificates of its suppliers or service providers (brokers, food-processing manufacturers, distributors, logistical service providers or wholesalers) or an IFS certification body can use the IFS logo and publish

information on the IFS certification for promotional purposes as long as this is not done on packaging of end products intended for the end consumer.

The use of the IFS logo and information on the certification are authorised in the context of correspondence with IFS users. Presentations mentioning IFS on the Internet are only authorised if there is a direct link with the quality and safety of the food (for example, information on the food quality safety management system). Furthermore, the IFS logo can be displayed on any general communication medium (for example: trade shows, brochures, generic articles on quality and safety management of food in general, vehicles).

The IFS system of reference was developed by manufacturers, distributors and food services to guarantee the safety and quality of their suppliers' food.

All items of information concerning the certification must clearly refer to IFS. The IFS logo cannot be used in presentations that have no obvious link with IFS.

- Other restrictions of use of the IFS logo

The IFS logo must not be used in a way to suggest or let it be believed that the owner of the IFS is responsible for complying with certification requirements, as well as opinions or interpretations derived therefrom.

In the event of suspension or withdrawal of its IFS certificate, the audited company must immediately stop any use of the IFS logo on all of its documents or other associated materials, any publication and diffusion of documents and commercial media including the IFS logo as well as any communication on IFS, this in a verifiable way.

- Communication on the IFS certification

All rules mentioned above are applicable to any type of communication on IFS. This also means that the use of the terms "IFS", "International Featured Standards" or "IFS IFS Food, Logistic, IFS wholesale/cash & Carry, Broker" or similar terms is not authorised to communicate about end products intended for the end consumer.

- IFS Integrity Program

In general, the Integrity On-site Checks are carried out unannounced (announcement 30 minutes before the start). In some special cases, they might also be performed on an announced basis (generally announced up to 48 hours before). In case of announced Integrity On-site Checks, certification bodies can accompany the checks. However, prior contact with the selected sites is prohibited.

Sites with a valid IFS Certificate shall accept an unannounced/announced Integrity On-site Check and shall provide the commissioned Integrity auditor with access and support.

The acceptance of the IFS Integrity Program is a requirement of all IFS Standards. If, during an IFS Integrity On-site Check, a Major or KO non-conformity is identified based on objective evidence, this has the same impact on the current IFS Certificate as during a regular IFS Audit.

If the site denies the IFS Integrity Auditor access to the site, this needs to be considered as a breach of the contract, which typically leads to withdrawal of the current IFS Certificate.

6. Special terms and conditions linked to the FSSC 22000 system of reference:

Certified companies can only use the FSSC 22000 logo for marketing activities such as printed documents of the organisation, its website and any other promotional material.

The use of the FSSC 22000 logo or making reference to its certification status by a certified company is not authorised on: a product, the label, its packaging (primary, secondary or any other form), in any other way that implies that the FSSC 22000 approves a product, process or service.

Communication obligations of OC-certified bodies in the 3 working days concerning the following points:

- a) any significant change having an impact on compliance with the system requirements and obtaining the opinion of the OC in the event of doubt regarding the importance of a change;
- b) serious events having an impact on the food safety management system or the food quality management system, the legality and/or integrity of the certification, including legal proceedings, legal action, situations that seriously threaten food safety, the quality or integrity of the certification following natural disasters or those caused by man (for example war, strike, terrorism, crime, floods, earthquakes, malicious computer hacking etc.);
- c) public events linked to food safety (such as public recalls, calamities, epidemics linked to food safety etc.);
- d) changes in the name of the organisation, the contact address and site details;
- e) changes made to the organisation (legal, commercial, organisational or ownership status for example) and management (key management, decision-making or technical personnel, for example);
- f) changes made to the management system, to the scope of operations and categories of products covered by the certified management system;
- g) any other change making the information featuring on the certificate inaccurate.

7. Special terms and conditions linked to the GMP+ system of reference

- a) Use of the GMP+ logo shall be in accordance with section F 0.1 "Rights and Obligations" of the GMP+ standard.
- b) In the event of a determined non-compliance of a permitted level of a contaminant, the GMP+ certified company is required to submit an EWS notification in accordance with R 1.0 Requirements for Feed Safety Management Systems.
- c) There shall be mandatory cooperation of the applicant/GMP+ certified company with witness audits, parallel audits (as outlined in CR1.0 Acceptance requirements) and repeat audits conducted in cooperation with GMP+ International.
- d) The company undertakes to submit audit reports/audit checklists to GMP+ International.
- e) The certification agreement may be terminated before the end of the certification cycle.