

Specific Conditions for the Assessment of Management System and Product Certifications

between DQS CFS GmbH, named „DQS“ hereafter,
with its contract partner, named „client“ hereafter.

1 Assessment of Management Systems and Product Certifications

DQS assesses the client's management system, or parts thereof, with the goal of determining its conformity with agreed requirements including the effectiveness of the system. For this, the client receives an expert's report and a DQS certificate. DQS is independent, neutral and objective in its assessments. Assessments are performed at the client's place of operations. The type, extent and time schedule of the procedure are subject to a separate agreement by the parties. If nonconformities with requirements of the respective standard or specification have been identified during an assessment, corrective action shall be planned and carried out by the client within a specified time frame before DQS may issue a certificate. DQS strives to minimize any disturbances of the business process while conducting the assessment on the client's premises.

2 The Certification Process

DQS assesses the client's management system, or parts thereof, with the goal of determining its conformity with agreed and acknowledged requirements, such as international, national or sector-specific standards or specifications. The respective assessment process may involve one or more steps, usually ending with an assessment report, which documents the assessment results. In the case of certification services DQS will issue a customer-specific certificate, confirming conformity to the respective requirements, when the fulfillment of all applicable requirements has been evident.

If nonconformities with requirements of the respective standard or specification have been identified during an assessment, corrective action shall be planned and carried out by the client within a specified time frame. Certificates will only be issued after the effective deployment of suitable corrective action has been demonstrated. The scope and duration of validity shall be stated on the certificate.

DQS and the client agree that the evaluation and/or certification of the client's management system(s) shall be performed in accordance with the applicable standards, the industry related requirements (if applicable) and the Assessment and Certification Agreement, including this document and any documents attached thereto or referred to therein.

DQS is independent, neutral and objective in its assessments and certifications. Assessments are performed at the client's place of operations. The type, extent and time schedule of the procedure are subject to separate agreement by the parties. DQS strives to minimize any disturbances of the business process while conducting the assessment on the client's premises.

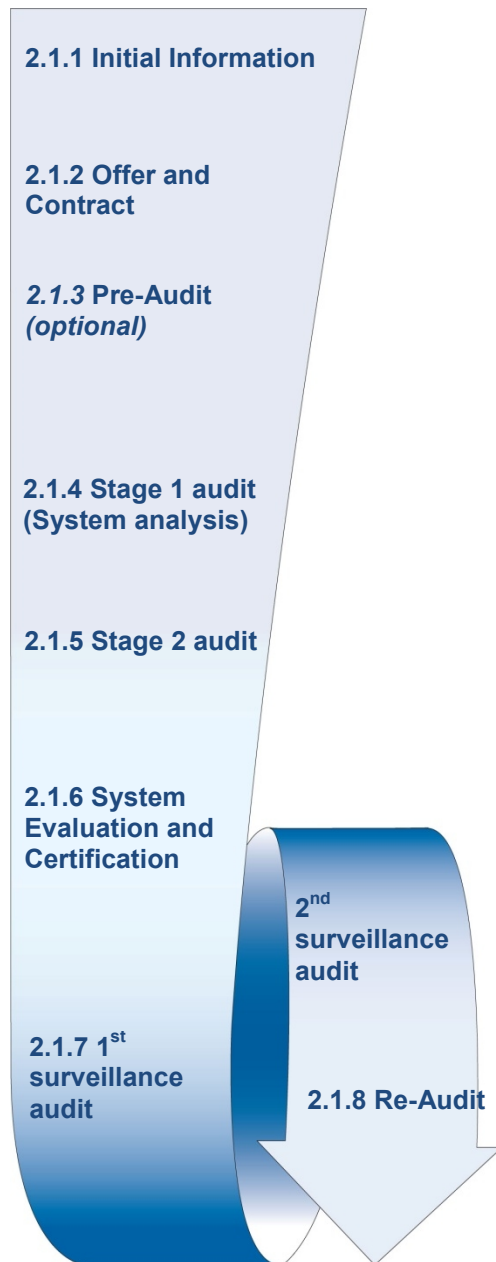
2.1 *The certification process for management systems*

The certification process for management systems will generally include the following steps:

- 2.1.1** The process starts with the client's needs and expectations. DQS wants to learn about the client's organization, its management system, size and types of operation. Together both parties will define objectives for the assessment and/or certification, including applicable standards and specifications.
- 2.1.2** DQS will provide a detailed offer for assessment and certification services, tailored to individual client needs, based on the information provided initially. A written contract will specify all relevant deliverables as well as applicable assessment and certification criteria.
- 2.1.3** A pre-audit can serve as initial performance or gap analysis, identifying strengths and areas for improvement. For larger assessment and certification projects a project planning meeting provides a valuable opportunity for the client to meet the lead assessor and develop a customized assessment plan for all functions and locations involved. Both services are optional.
- 2.1.4** Stage 1 audit (System analysis): The assessment procedure itself begins with review and evaluation of system documentation, goals, results of management review and internal audits. During this process, it will be determined whether the client's management system is sufficiently developed and ready for certification. The assessor will explain findings and coordinate any

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required activities to prepare for the on-site system assessment.



2.1.5 Stage 2 audit: The assigned auditor team will audit the client's management system at the place of production or service delivery. Applying defined management system standards and specifications, the assessment team will evaluate the effectiveness of all functional areas as well as all management system processes, based upon observations, inspections, interviews, review of pertinent records, and other assessment techniques. The audit result, including all findings will be presented to the client during the closing meeting. Required action plans will be agreed upon as necessary.

2.1.6 System Evaluation: The independent certification function of DQS will evaluate the audit process and its results, and decide independently about issuance of the certificate. The client receives an audit report, documenting the audit results. When all applicable requirements are fulfilled the client also receives the certificate.

2.1.7 Surveillance audits: Either semi-annually or at least once per year, there will be an on-site audit of the critical components of the management system. Improvement potential will be identified, with a focus on continual improvement and sustained effectiveness.

2.1.8 Re-Audit: A management system certificate is valid for a limited period of time, frequently for a maximum of three years. At the end of this cycle, a re-audit will be carried out to ensure the ongoing fulfillment of all applicable requirements. Subject to this fulfillment, a new certificate will be issued.

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2.2 The certification process for products

The certification process for products will generally include the following steps:

- 2.2.1** The process starts with the client's needs and expectations. DQS wants to learn about the client's organization, its management system, size and types of operation. Together both parties will define objectives for the assessment and/or certification, including applicable standards and specifications.
- 2.2.2** DQS will provide a detailed offer for assessment and certification services, tailored to individual client needs, based on the information provided initially. A written contract will specify all relevant deliverables as well as applicable assessment and certification criteria.
- 2.2.3** A pre-audit can serve as initial performance or gap analysis, identifying strengths and areas for improvement. For larger assessment and certification projects a project planning meeting provides a valuable opportunity for the client to meet the lead assessor and develop a customized assessment plan for all functions and locations involved. Both services are optional.



- 2.2.4** Initial certification audit: the auditor / the assigned auditor team will audit the client's product, processes or services at the place of production. Applying defined product standards, the assessor / the assessment team will evaluate the effectiveness of all functional areas as well as all components of the quality management system, based upon observations, inspections, interviews, review of pertinent records, and other assessment techniques. The audit result, including all findings will be presented to the client during the closing meeting. Required action plans will be agreed upon as necessary.
- 2.2.5** System Evaluation: The independent certification function of DQS will evaluate the audit process and its results, and decide independently about issuance of the certificate. The client receives an audit report, documenting the audit results. When all applicable requirements are fulfilled the client also receives the certificate.
- 2.2.6** Re-Audit: generally, a product certificate is valid for one years, unless otherwise defined by standard-specific regulations. At the end of this cycle, a re-audit will be carried out to ensure the ongoing fulfillment of all applicable requirements. Subject to this fulfillment, a new certificate will be issued.

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3 Assessor Selection

The selection and number of assigned auditors is the sole responsibility of DQS. They assign the auditor(s) and submit a short CV of the selected assessor to the client. DQS agrees to use only assessors, who are qualified for the task on the basis of their technical qualification, their experience and their personal abilities. Assessors shall be authorized for the required standard(s) or specification(s) and will have appropriate experience in client's area of operation as well as in management, product certification and auditing.

The client is entitled to reject the assessor(s) proposed by DQS without giving reasons. In that case, DQS submits a new proposal. The client has the right to reject an assessor once at the beginning of the preparation and monitoring phase. Should an assessor become unavailable before or during the assessment, both parties agree on the further proceedings.

4 Rights and Obligations of DQS

4.1 Confidentiality and Data Protection

DQS commits itself to protect the confidentiality of all confidential information of client that is made available to DQS in the context of its activities on client's premises, whether this information relates to internal matters of client or to its business relations. This also applies to the verbal and written results of the assessment. DQS will disclose confidential information to third parties only with the written authorization of client. Customer-related data and assessment results are only given to appropriate bodies if individual standards require this explicitly. At this, client's consent shall be deemed as given. DQS retains records associated with assessments for a minimum of one certification cycle (usually three years). These commitments also apply after termination of the contract.

DQS operates a safe web portal via its website used for retrieving assessment results and other information. The client may only participate in the web portal after creating a user account (assigning identifier and password) and after submitting consent electronically or in writing.

4.2 Accreditation and Authorization

DQS is authorized by accreditation and registration bodies (such as authorities, standard owners, associations etc.) to issue assessment reports and certificates according to various standards under the accreditations ISO 17021, ISO 45011 and ISO 17065. This includes the obligation to allow employees or auxiliary persons of these bodies (e.g. conducting Witness Audits) to participate in assessments. DQS allows these individuals access to both its own documents and client-related data if required for accreditation procedures. These employees will be bound to confidentiality. At this, client's consent shall be deemed as given.

4.3 Liability

DQS shall only be liable for intent and gross negligence. This also applies to vicarious agents and assistants. DQS commits itself to provide evidence of a liability insurance for the services performed under the order upon request.

4.4 Limitation on Liability

Insofar as liability of DQS can be considered, this will be limited to € 5,000,000 per business transaction and € 10,000,000 per calendar year.

4.5 Publication

DQS maintains and publishes a register of all clients holding a current DQS certification. This publication contains name and address of the certified organization as well as the scope and reference standard. At this, client's consent shall be deemed as given.

4.6.1 Effectiveness of certified Management Systems

DQS verifies the effectiveness of the client's certified management system by performing regular assessments (usually on an annual basis). Should DQS receive information from third parties or from the client itself (e.g. recalls) which dispute the conformity or effectiveness of a management system DQS has certified, it is entitled to perform additional, non-routine assessments after consulting with client. In legally regulated areas, DQS is entitled to perform additional, unannounced assessments, whenever justified.

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4.6.2 *Effectiveness of Product Certifications*

DQS verifies the effectiveness of the client's certified processes by performing regular assessments (usually on an annual basis) in order to draw conclusions on the product conformity. If DQS receives information from third parties or the client itself (e.g. recalls) raising legitimate doubts of the conformity or effectiveness of the certified processes or products DQS has the right to carry out additional unscheduled audits after referring to the client affected. In legally regulated areas, DQS is entitled to perform additional, unannounced assessments, whenever justified.

4.7 *Scheduling Assessments*

DQS and the client schedule assessment dates on a long-term basis, if possible. Dates are confirmed in writing. If a confirmed date cannot be kept by the client DQS may charge the costs actually incurred by preparing for the date to the client's account.

Product certification may also include, depending on the standard, unannounced audits. Depending on the standard, these are either completely unannounced audits or announced on short notice.

4.8 *Special Assessments*

Aside from the additional exceptional assessments listed under 4.6.1 and 4.6.2, other special assessment may be performed depending on the standard. For an overview of these Special Assessments please refer to Annex 1 of this document. At this, client's consent shall be deemed as given.

5 **Certification Rules**

5.1 *Management System*

The client shall implement and maintain a documented management system which fulfils the requirements of the selected standard. The client shall undertake all necessary actions to ensure that the management system is maintained in a conforming and effective manner.

5.2 *Access to Information*

The client ensures that DQS has access to all necessary information and the requisite facilities to perform the assigned assessment tasks. The client commits all nominated representatives and employees to provide the assessor with accurate and complete information in a timely manner concerning all processes which may be significant to the assessment. Within the scope of certified management systems, all records relating to complaints and their corrective actions shall be presented to DQS upon request.

5.3 *Notification of Changes*

The client is obliged to inform DQS without delay of any changes, which may influence the certified management system. This applies in particular to the purchase/sale of all or a portion of the company, any change in ownership, major changes in operations, fundamental alterations in processes or the filing for bankruptcy or composition proceedings. In any of these cases, DQS will consult with client and determine how the certificate may be maintained.

5.4 *Confidentiality and Non-disclosure*

The client is permitted to forward the assessment report in its entirety. The forwarding of extracts is not permitted.

The documents provided to the client by DQS, including the Marks and the DQS certification symbol, are protected by copyright. The client specifically acknowledges that all documents which are provided or made available by DQS for examination remain the property of DQS, and that they may be used only for the internal needs of client and not made available to third parties or be used for purposes other than those agreed upon.

The client is obliged to maintain confidentiality about any information revealed within the terms of this Agreement as well as of all knowledge of matters relating to DQS, its employees and assessors. This obligation also applies after termination of the contract. The client similarly accepts this obligation on behalf of any vicarious agents and auxiliary persons.

5.5 *Independence of the Assessment*

The client is obliged to avoid anything that might compromise the independence of the employees and assessors of DQS. This applies in particular to offers of consultancy, offers of employment, both salaried and sub-contracted, to separate agreements about fees or other monetary rewards.

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5.6 *Actions to be taken in case of product recall*

The client is obliged to immediately notify the certification body in case of a product recall. The individual certification standards use different time frames in terms of meeting this deadline. These specifications can be found in the respective standards.

5.7 *EWS (Early Warning System) – GMP+ International (feed certification)*

The requirements of the annex GMP+ BA5 apply: when a contamination of feed occurs, the GMP+ certified site has a duty to inform both GMP+ International and the certification body within 12 hours. For this it must use the EWS reporting form, which is available on the GMP+ International website.

6 **Certificates and Certification Marks**

6.1 *Issuance and Use*

DQS shall issue a certificate and deliver it to the client upon client's fulfillment of all certification requirements and contractual obligations. The certification decision is the sole responsibility of DQS, based on the assessors' recommendation for issue as recorded in the assessment report. DQS and IQNet certificates from management system certifications are usually valid for three years, commencing from the determination of conformity.

Certificates and Marks of system certifications may be used for promotion purposes. Such use is restricted to the scope and the period of validity of the certification. Marks may not be attached directly to a product or used in such a way as to give rise to the impression of being related to the conformity of a product with the standard on which they are based.

As a rule, Certificates, Marks as well as the logos from the standard owner from product certifications may not be used for promotion purposes. The respective conditions of use of the standard owners' logo must be observed. DQS is obliged to ensure correct use of certificate symbols within its abilities.

Certificates and Certification Marks may not be transferred to successors in title or other organizations. After a certification has been suspended, withdrawn or annulled, client must desist from any promotion or other use of the certification. The client agrees to return the certificate following withdrawal or annulment. The right of retention is specifically excluded. Reprints or changes of DQS Certificates and Certification Marks shall only be performed by DQS authorized persons.

6.2 *Non-issuance of Certificates*

DQS may only issue Certificates if all specifications following the assessment (initial/re-assessment) have been fulfilled. In case of non-fulfillment, the assessor documents the shortcomings in a nonconformity report and/or otherwise identifies the restraints which must be complied with in order for a certificate to be issued.

All non-conformances or restrained shall be eliminated or fulfilled usually within three months. Other standard-specific deadlines are included in the respective standard. If necessary, DQS will repeat the assessment partially or in full. For this, the costs will be invoiced as per the current price list (depending of effort required). If the non-conformances have not been eliminated within three months or if the prerequisites for the granting of a certificate have not been achieved even after two follow-up assessments, the certification procedure will be concluded by the issuance of a report without a certificate. Not processing minor non-conformities may also lead to major non-conformities under certain conditions. These types of major conformities shall be eliminated as described above. Details are specified in the requirements of the individual standards.

6.3 *Suspension, Withdrawal and Annulment of a Certificate*

a) Suspension:

DQS is entitled to suspend temporarily a Certificate if client violates certification, contractual or financial obligations towards DQS, including but not limited to:

- Corrective actions to the management system have not been demonstrably and effectively implemented within the agreed-upon time frame;
- The schedule of audits suggested by DQS for assessment(s) necessary for the maintenance of the certification have not been complied with and the time period of usually twelve months since the previous assessment has thereby been exceeded;
- DQS has not been informed in a timely manner about planned changes to the management system and other changes which affect the system's conformity with the standard which forms the basis for the assessment;
- A DQS certificate, an IQNet certificate or a certification symbol has been used in a misleading or unauthorized manner;

DQS notify client of a proposed suspension in writing. If the reasons for the suspension are not eliminated usually within two weeks, DQS will inform client in writing of the suspension of the Certificate stating the reasons

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as well as the corrective actions necessary for the certification to be reinstated. Certificates are suspended for a restricted period (usually a maximum of 90 days). If the required measures have been implemented demonstrably and effectively by the established deadline, the suspension of the Certificate is cancelled.

b) Withdrawal:

DQS is entitled to withdraw Certificates or to declare them invalid upon written notice to client if:

- The suspension period of the Certificate has been exceeded,
- The conformity with the standard on which it is based is not ensured,
- The client continues to use the certification for promotion following the suspension of the Certificate,
- The client uses the certification in such a way as to undermine the reputation of the certification body or the owner of the certification standard,
- The preconditions which led to issuing the Certificate no longer apply or the client is not willing to eliminate non-conformities,
- The client effectively terminates its contractual relationship with DQS.

c) Annulment:

DQS is entitled to annul Certificates, or retroactively declare them invalid, if

- It subsequently turns out that the preconditions required for issuance of the Certificate had not in fact been fulfilled,
- The client has compromised the certification procedure so that the objectivity, neutrality or independence of the assessment results are in question.

7 Complaints Office

Every client has the right to have services performed within the agreed scope in such a way that all reasonable expectations and requirements are fulfilled. In case of non-fulfillment DQS will request information necessary for improvement. Every client has the right to complain. The address of the Complaints office is:

DQS CFS GmbH
August-Schanz-Straße 21
60433 Frankfurt am Main
PMfood@dqs.de

A complaint may also be placed using the Contact Form on the website of DQS CFS GmbH (www.dqs-cfs.com).

8 Board of Arbitration

The DQS Board of Arbitration may be called upon in case of complaints and disputes regarding assessment, issuance, suspension or withdrawal of a certificate if both parties agreed, on the basis of a joint written presentation of the facts (arbitration agreement), that the dispute shall be decided without recourse to established courts of law.

The Board of Arbitration consists of three members. Both parties nominate one arbitrator each. The chairman shall be nominated by the arbitrators. He shall have the qualification for judicial office according to German law. The Board of Arbitration may be convened through written appeal to top management of DQS. Details are regulated in the DQS Rules of Procedure for the Board of Arbitration (Rules of Arbitration)

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ANNEX 1 SPECIFIC ASSESSMENTS

Standard	Assessment	Explanation
All product certifications	Witness audit	Auditors approved for product certifications have to be reviewed and assessed during a Witness Audit by DQS itself in addition to the assessments by accreditation and authorization bodies as listed under 4.2. Here, not the audited organization is being assessed but only the auditor.
All Certifications	Observer Audit	Persons in training or qualification measures may participate in certification audits as observers. These may be employees from certification, accreditation or authorization bodies as well as standard owners.
BRC Food BRC Packaging BRC CP	Surveillance audits	As part of the routine compliance programme, in response to referrals or complaints, the BRC reserves the right to undertake audits or visits to an audited site. These may be announced or unannounced, independently or accompanying the auditor of the certification body, either as complete or partially conducted audit. Further information can be found in the document <i>BRC030 BRC compliance site visit process</i> .
BRC Food BRC Packaging	Unannounced Audits	For certified organizations, there are two options for unannounced audits. Option 1, the full unannounced audit involves a single unannounced audit against all of the requirements of BRC. It replaces the normal scheduled recertification audit and may occur between months 3 and 12 after the last audit. Option 2, the two-part unannounced audit involves two separate audits. The first audit looks at the issues considered to be factory-based good manufacturing practices and is carried out as an unannounced audit. The second audit is predominantly based on reviewing documentation and records. This can be planned with the organization to ensure the appropriate management staff are available.
BRC Food	Customer specific module ASDA AA	This is an obligatory module of BRC from the British retail chain ASDA. It is only valid in combination with the unannounced BRC Food-Audit program (see above). For this, a separate certificate will be issued.
BRC Food BRC Packaging	Voluntary module Traded Goods	This is a voluntary module for traded goods that can be conducted following a BRC Food audit. A separate certificate will not be issued, the module will be included on the certificate for BRC Food.
BRC Food	Voluntary module Management of Food Materials for Animal Feed	This is a voluntary module for food manufactures whose primary output is the production of food products for human consumption. This module may be used globally and covers all products that are no longer intended for human consumption. The module can be conducted following a BRC Food audit. A separate certificate will not be issued, the module will be included on the certificate for BRC Food.

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BRC Food	Voluntary module Global GAP Chain of Custody Fresh Produce	This is a voluntary module for food producers and manufacturers packing fresh produce who wish to make a claim of origination from a GLOBALG.A.P. Integrated Farm Assurance certified producer or producer group. This module can be conducted following a BRC Food audit. A separate certificate based on the GLOBALG.A.P.CoC certificate template will be issued.
BRC Packaging	Voluntary module Environmental Awareness Module (EAM)	This is a voluntary module for environmental management systems. It covers about 10% of the ISO 14001 requirements.
IFS	Integrity on-site Audit	IFS may perform unannounced audit at certified organizations. DQS may not inform clients beforehand and not participate in the assessment.
IFS Food	Unannounced IFS Food Check	The certified organization voluntarily registers for the IFS programme "unannounced IFS Food Check" at IFS. Then, IFS performs an unannounced audit at the company during the certification cycle. DQS does not participate in these assessments. The program will stop in 2016 and will be replaced by the option of unannounced IFS audit.
IFS Food	Unannounced IFS Food Audit	For IFS Food audits companies can chose the option of an unannounced audit from 01/10/2016 on. The unannounced audit has to take place within a defined time window [- 16 weeks; + 2 weeks] based on initial audit due date.
GMP+	Accompanying Audit	See Observer Audit
GMP+	Parallel Audit	GMP+ conducts controls at certified organizations to verify the method of the certification body. These controls usually takes place shortly after a certification audit. DQS may not participate in these assessments.
GMP+	Compliance Audit	If one or more Category 2 non conformities are observed then the certification body may carry out a compliance audit. This audit is in addition to the regular audit.
GMP+	Stricter Supervision	In the event of the observation of one or more Category 1 non-conformities, DQS has to withdraw the certificate or to place the organization under stricter supervision under certain conditions. The stricter supervision will take place for a certain period (usually 3 to 6 months).
GMP+	Repeat Audits	Audits due to extraordinary circumstances according to 4.6.2
QS	Accompanying Audit	Refer to 4.2 Witness Audit by QS
QS	Random Sample Audit	Once a year, QS samples organizations (based on risk) which will be subject to a random sample audit. QS GmbH engages the certification body with conducting this audit.
QS	Cooperation Audit	Combination of Witness Audit for the certification body and assessing the organisation.
QS	Audits of Special Purpose	Audits due to extraordinary circumstances according to 4.6.2 or in suspicious cases. These audits are conducted by QS on its own.

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QS	Unannounced System Audit	Period between announcement and audit is reduced to a minimum (24 hrs. up to a maximum of 48 hrs.). Unannounced regular audits or unannounced spot audits between two scheduled regular audits are mandatory on all steps of the supply chain Meat and Meat Products. (As of 2016, this also applies to wholesalers of the supply chain Fruit, Vegetables, Potatoes.) All regular audits on the Food Retail stage are conducted without advance notification.
QS	Unannounced Spot Audit	Period between announcement and audit is reduced to a minimum (24 hrs. up to a maximum of 48 hrs.) and includes only selected criteria. Unannounced spot audits are conducted additionally between scheduled, announced regular audits and may be chosen instead of unannounced regular audits in the supply chain Meat and Meat Products (and as of 2016, by wholesalers of the supply chain Fruit, Vegetables, Potatoes). The space of time between a spot and a regular audit must be at least two months (before and after).
GlobalG.A.P.	Option 1 und 2	The producer and therefore the applicant for certification agrees to fulfill the registration requirements (GR GlobalG.A.P I 4. Registration process and GR III 4. producer registration and -acceptance). Particularly, the activities given to third parties must be fully described to the certification body. The producer must regulate by contract his third activities.