

## CONDITIONS FOR USE BY THE COMPANY OF THE CERTIFICATE OR ITS EQUIVALENT

### Clause 1: Rules relating to certification

-The general provisions governing the system for certification of products and management systems apply to these conditions as well as the special standards and rules drawn up in the certificate or its equivalent.

### Clause 2 Rights and obligations

-The company undertakes that the certified management system or the certified products which they produce and supply as defined in the certificate are in conformity with the requirements set by the standards and general and special rules defined in the certificate or its equivalent. Consequently the certification body authorises the company to certify the management systems or the products which are the subject of the certificate or its equivalent excluding any other pursuant to the special rules of the system.

-In the event of change to the certification body, the company undertakes to allow access to the new certification body to previous audit reports.

-The company undertakes to guarantee to representatives of the certification body access to its premises (including documents and staff) of their plant during working hours of that plant without prior notice.

-In the case of product certification, the company undertakes to produce the products covered by the certificate or its equivalent according to the same specifications as the sample examined by the certification body at the time of original assessment and which has been found to be in conformity with standards.

-The company may not disclose its certification in any way which might damage the reputation of Inscert Partner and may not make any declaration in relation to this certification which Inscert Partner may deem as being unauthorised or liable to be misleading.

-In the event of suspension or withdrawal of certification, the company undertakes not to use any advertising material disclosing this certification and to return all certification documentation to Inscert Partner. In the event of suspension/withdrawal of approval of the Self-audit system by AFSCA, the Federal Agency for Food chain Security, the company is to inform Inscert Partner immediately.

-The company may only disclose its certification to show that its management system or its products are certified as being in conformity with specific standards.

-The company shall make best efforts to ensure that no certificate or report is used whether in full or in part such as to be misleading.

-The company shall comply with Inscert Partner requirements where it discloses its certification in communications such as in advertising articles, brochures or other documents.

-The company undertakes to inform Inscert Partner immediately (within 24 hours) in the event of recall of products covered by certification obligatory notification of control authorities or any other occurrence which might have an effect on the quality management system or the legality and/or Integrity and/or Quality of certified products. Inscert Partner reserves the right to carry out an additional audit at the organisation's cost to assess the impact on certification.

-In the context of accreditation of Inscert Partner activity, our accreditation body, Belac may require that one of its auditors accompanies the Inscert Partner auditors during your audit. In accordance with the Belac accreditation procedures we would ask you to allow access to this auditor. This auditor shall have the role of observer and will have no influence over the results of your audit. This requirement also applies to the presence of a certifying authority (AFSCA, the Federal Agency for Food chain Security etc.) or the owner of the specifications.

-The certified organisation is responsible for replanning the audit.

### Clause 3: Monitoring

-The certification body carries out regular monitoring of compliance by the company of its obligations in conformity with the conditions set out in the general rules governing the certification system and the special rules applicable to the systems as defined in the certificate or its equivalent.

This monitoring is carried out by the person appointed by the certification body.

### Clause 4: Information relating to changes made to production or management systems

-The company is to inform the certification body of any change that it may make to the management system or the product, manufacturing processes or quality management systems (staff, equipment, owner, legal status, scope of operations carried out) where activities might have an impact on any certificate(s) which have been issued.

### Clause 5: Complaints and Claims

-The company is to record all claims relating to aspects covered by the certificate or its equivalent and make processing files available to the certification body.

### Clause 6: Advertising

-The company has a right to publish the fact that they are authorised to be identified as being in conformity with management systems or products to which the certificate or its equivalent apply.

-The company may not affix the Inscert Partner logo or any other Inscert Partner logo on its products.

### Clause 7: Confidentiality

-The certification body shall ensure that its staff keeps confidential all confidential information which may be disclosed to them as a result of their contacts with the company.

### Clause 8: Fees

-All expenses relating to monitoring, including the cost of testing, inspections and administrative costs will be payable by the company in conformity with the type of certification in question.

### Clause 9: Withdrawal/termination of the certificate or its equivalent

-Notice of termination will be sent by registered letter to the other party specifying the reasons and the date on which the contract ends.

### Clause 10: Changes to requirements relating to products

-Where directives applicable to management systems or products covered by this contract are changed following changes to legislation or notice from a consultative committee or to be in conformity with accreditation; the certification body shall immediately inform the company by registered letter specifying the date on which the new directives come into force and informing it of any need for any additional examination of the products which are the subject of this contract.

-Within a specified time limit after receipt of notice, the company is to inform the certification body by registered letter that it accepts the changes. Where, within this time limit, the company confirms its acceptance to the changes and where results of any additional examination are positive a new certificate will be issued.

-Where the company informs the certification body that it does not accept the changes within the prescribed time limit or where it allows this time limit for acceptance to lapse, or where the results of any additional examination are negative, the certificate will cease to be valid from the date defined by the certification body for the amended specifications to come into force unless the certification body decides otherwise.

**Clause 11: Third-Party Liability (product certification)**

-Even though they may have been certified, products marketed by the company are its responsibility. In no event will Inscert Partner be liable for direct or indirect damage or loss caused by any product certified by it.

**Clause 12: Disputes**

-In the event of dispute the Liège courts alone shall have jurisdiction.

**In the event of disagreement with the conditions of use set out above please inform Inscert Partner by registered letter**

**Clause 13: Special conditions for the use of the AFSCA, the Federal Agency for Food chain Security visual sign (smiley) - Sector B to C**

"The client may ask OCI where it has issued it with a certificate, to obtain a visual sign as defined in Article 12 a of the royal decree dated 14 November 2013 relating to 2010/276/PCCB page 22 of 24 self-audit to obligatory notice and traceability within the food chain insofar as it satisfies the conditions set out in this article. The client may obtain the right to use this visual sign but the latter remains the property of the AFSCA, the Federal Agency for Food chain Security. This sign may only be used by the client for the establishment unit for which it has been attributed. At any time, AFSCA, the Federal Agency for Food chain Security agents (e.g. as a result of an inspection) and OCI auditors who have issued the certificate may on a temporary or final basis withdraw the visual sign and where necessary destroy it. Withdrawal or destruction may be carried out where a certificate has been suspended or withdrawn or where the self-audit system is no longer in agreement with the approval set out in the certificate. The client shall instantly remove any visual sign which has expired and will ensure that two visual signs with different periods of validity are visible at the same time.

Copying the visual sign by the operator is authorised under the following conditions:

- i. Copies are to solely relate to the visual sign associated with validation from the Self-audit system of the establishment unit in question and are for communication by the establishment unit for which the visual sign has been issued.
- ii. In any copy of the visual sign, the form and proportions of the design, and its colour and the date and number shown on the visual sign are not to be changed. Additionally copies are to include the wording "reproduction prohibited".
- iii. Copies are to be destroyed immediately where Self-audit system approval resulting in the issue of the original visual sign expires or is suspended.
- iv. Use of copies of visual signs is to be in relation to the objectives of securing the food chain and the purpose of this use is solely to inform consumers about the possession of the visual sign and its significance.
- v. The use of copies of visual signs may not result in the provision of information which is inaccurate, false or ambiguous. Operators reproducing any visual sign received from the certification and inspection body (OCI) which has approved the self-audit system for their establishment acknowledges being liable to third parties for any damage or loss which may result from abusive use either by the operator or third parties of these copies of the visual sign. The operator undertakes to make all provision to prevent abusive use of copies that they have made and this will also apply to virtual copies (internet sites, films, computer documents etc.)."

In the absence of notice to the contrary by you we will consider that your request for an audit includes a Smiley request and that this rule is your responsibility. The visual sign will be issued by default in the audit language (FR or NL)

**Clause 14: Special conditions relating to the OVOCOM OVC 03 Standard**

Any termination of the contract between the participant and the certifying body will result, de facto, in suspension of certification, the inspection body not being able to carry out any inspection of the participant by order of the OVOCOM not for profit organisation or in the context of an additional audit. Any termination of the contract is to be in compliance with the provisions of Clause 9 in this document.

All (applicant) participants undertake:

- to cooperate fully in carrying out inspections (access to installations, provision of authorisations and legal documents, access to documentary systems, access to audit reports, checks and inspections carried out by third parties etc.)
- to provide notification where in the year preceding its application it is been subject to any suspension or withdrawal of certification from a body whose objects are similar to those developed by the OVOCOM not for profit organisation.
- to inform the inspection body of any important change made to its legal status, organisation, activities, procedures applied or to processes;
- to comply at all times with the requirements of documents "BC-10- Meat flows producing category 3 matters - technical directives" and "CC-03- Regulations for inspecting meat flows" and to immediately inform the OCI where circumstances change in such a way that rules which have been issued can no longer be complied with;
- to accept unannounced inspections in conformity with this inspection regulation;
- to accept additional inspections justified by verification of practical implementation of corrective action, by suspension or withdrawal of certification;
- to accept that additional inspections may be carried out by the inspection body outside of the usual cycle where OVOCOM not for profit organisation deems necessary; These inspections are carried out at OVOCOM not for profit organisation cost except where, on the basis of this inspection, a serious breach of documents "BC-10- Meat flows producing category 3 matters - technical directives" and "CC-03- Regulations for inspecting meat flows" is disclosed (as a minimum nonconformity A). In this case the cost of inspection is payable by the participant;
- to accept that the inspector for the body may be accompanied by inspectors under training or members of the national accreditation organisation staff (e.g. BELAC in Belgium) or OVOCOM not for profit organisation; As these persons are not properly speaking part of the inspection team they cannot be subject to challenge except where a participant may demonstrate a dispute or conflict with one of the persons proposed;
- to provide the contact details of any consultant having carried out work in the participant's company to the inspection body;
- to accept that inspection reports are sent to OVOCOM not for profit organisation by the inspection body;
- to immediately inform OVOCOM not for profit organisation and the inspection body of any non-compliance with a standard, whether disclosed by the authorities or by the participant; In this second case, the participant is also to notify this non-compliance with authorities having competence;
- where nonconformities are disclosed by the inspection body, to immediately take all necessary measures within the time limit proposed by the inspection body;
- from the moment that the certification is suspended, withdrawn or cancelled to make no further reference to this inspection regulation.

**Clause 15: Ownership and usage of the IFS Food Logo**

Terms and conditions of use of the IFS logo.

**Application**

These terms and conditions apply for both IFS Food and all IFS logos in general.

**Form, Design and Colour of the IFS Logo**

When used, the IFS Food logo must comply with the form and colour of the scale drawing. If it is used in documents, black and white print is also permitted. The IFS Food logo can be used in print, physical and electronic form, and in films, providing the forms and formats are respected. The same conditions apply to the use of the logo as a stamp.

### **Restriction of comment and interpretations**

When an IFS Food certified company, an IFS Food supporting company or an IFS Food certification body publishes documents bearing the IFS logo, comment and interpretations referring to the IFS shall be clearly identifiable as such.

### **Use of the IFS Logo in promotion material**

An IFS Food certified company, an IFS Food supporting company (broker, food, manufacturer, retailer, logistics provider or wholesaler) which accepts IFS certificates from their suppliers or services providers, or an IFS certification body may use the IFS logo for promotional reasons and publish information about IFS certification provided that it is not visible on final product packaging which are available to the end-consumer.

Companies which provide products and/or services to IFS certified or supporting companies, but which are not themselves IFS certified (e.g. manufacturers of devices, clothing, cleaning materials or service providers which would like to promote that their products and/or services help to fulfil the IFS requirements) must ask for express written permission to IFS Management GmbH to use the IFS Food and/or any other IFS logo(s). The IFS Food logo and information about the certification may be used in correspondence with relevant IFS users. Presentations mentioning IFS on the internet are only permitted if they are in a direct link with product safety (e.g. within information about the safety/quality management system).

The IFS Food logo may be displayed on any kind of general communication (e.g. exhibitions for business contacts, brochures, generic articles about food safety and quality management in general, vehicles).

The IFS Food Standard was developed by the manufacturers, retailers and food service companies in order to assure the food safety and quality of their suppliers.

It must be ensured that all information concerning certifications refers clearly to IFS. The IFS logo may not be used in presentations having no clear connection to IFS.

### **Further restriction on the use of the IFS Food logo**

The IFS Food logo shall not be used in a way that could show intent that the IFS owner is responsible for the certification decision. Furthermore, the same applies for opinions and interpretations which could be derived from it. In the event of suspension or withdrawal of the IFS Food certification, the certified company has to immediately stop the inclusion of the IFS logo on its documents or other associated material and cease all communications regarding IFS. The audited company must demonstrate that they have complied with these requirements.

### **Communication of the IFS Food certification**

All the above mentioned rules apply to any communication regarding IFS Food. This also means that using the wordmarks "IFS", "International Featured Standards", or "IFS Food" or similar is not allowed when communicating on finished products, which are available to the end-consumer.