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Do you have any questions regarding our Conditions for Certification? Please contact us, we will be pleased to help you.

You can reach us by e-mail at info.tncert@tuev-nord.de or phone 0800 245 74 57 (Free-phone from within Germany) or +49 511 9986-1222 from abroad.

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1 OBLIGATIONS OF THE CERTIFICATION BODY AND THE CLIENT

1.1 Obligations of the certification body

- The TÜV NORD CERT Certification Body (TÜV NORD CERT) (hereinafter referred to as “certification body”) shall treat confidentially, in accordance with the agreed confidentiality rules, all the information regarding the client's organization to which it has been granted access, and shall use this information solely for the agreed purpose. Documents and information made available shall not be forwarded to third parties. The following are excluded from this obligation of confidentiality:
 - Provision of documents for accreditation bodies within the framework of monitoring and surveillance of the certification body,
 - Detailed reporting and rendering of information to the arbitration body in cases of conflict,
 - Provision of the audit report, nonconformity management and certificate in the database of the programme owner;
 - Provision upon request of all documents created in connection with the audit to the programme owner, to other interested parties such as the Global Food Safety Initiative (GFSI) and to government agencies.
- The certification body shall implement certification and surveillance according to the rules of TÜV NORD CERT. The basis of the certification consists of the standards upon which the accreditation is based along with the requirements of the certification programme referred to in the offer with its applicable standard-related documents. If the result of the certification procedure is positive, the certification body issues a certificate.
- The certification body is obliged and irrevocably authorised to list the detailed results of the certification audit, irrespective of the audit results, in the database provided by the programme owner.
- The programme owner charges a fee for each operating/production site and additional audit module for the listing of the certificates in the database. This fee is laid down by the programme owner depending on the relevant standard and is collected via the certification body.
- Complaints of third parties regarding the effectiveness of management systems¹ of clients who have been certified by the certification body shall be recorded in writing, reviewed, processed and resolved.
- The certification body shall record complaints and claims of the client with regard to the certification procedure in writing, check the facts of the case and investigate the complaints/claims. If no agreement is reached between the client and the certification body, the complaints/claims procedure available on the website of TÜV NORD CERT (www.tuev-nord-cert.de) shall apply.

¹ Management systems include product, process and service safety systems

1.2 Obligations of the client

- At the latest four weeks prior to performance of the on-site audit, the client shall provide the following documents to the audit team leader (certification, surveillance or recertification audit).
 - Excerpt from the commercial (official company) register (or comparable evidences, if applicable),
 - Overview of the management system documentation (e.g. table of contents or description/presentation of the structure of the management system documentation, process map)
 - Management review (e.g. cover sheet of review and/or table of contents with date and signature)
 - Current annual plan of internal audits and evidences relating to audit report(s) (e.g. cover sheet with date and signature)
 - Organisation chart or other documents showing the organisational structure
 - HACCP plans including the defined CCPs/CPs,
 - Quality management documentation
 - Overview of products/product groups
- The client shall perform a complete internal audit before the certification audit, covering all the management system requirements of the relevant standard and the processes and sites relevant for the scope of the certificate. A management review shall also be carried out.
- The client shall create a “risk-based” internal audit programme which covers all the management system requirements, taking the size of the organization, the scope and the complexity of the management system, the products and processes and the relevant sites into consideration. The audit programme shall be evaluated at least annually with regard to its suitability and effectiveness and adjusted as necessary.
- In the case of multisite certifications, all the sites included in the certification shall be covered by the internal audit programme of the organization. The requirements of the relevant standard with regard to multisite certification shall be fulfilled.
- The client shall perform an annual management review.
- The client shall allow the audit team access to the relevant organisational units of the company and shall allow records relevant for the operation of the management system to be viewed.
- The client shall name a contact person from the (top) company management who is responsible for the execution of audits. This is normally the named representative who has been appointed for the respective management system.
- The client is obliged to inform the certification body immediately in writing of all important changes which occur after issue of certificates or after extensions or additions to certificates (e.g. changes regarding the legal and organisational form of the company, the economic or ownership situation of the company, the organization and the management [such as changes to key members of staff in management positions, decision makers and specialist or high-level technical personnel etc.], changes to the contact address and the sites of the company, to the scope of the

certified management system, as well as significant changes to the management system and the processes).

- The client shall inform the certification body in writing immediately within three (3) working days (BRCGS Gluten Free Certification Program within 1 working day) of any serious incidents (e.g. recalls, withdrawals based on instructions from official bodies in connection with food safety and/or fraud, visits from health authorities which led to reporting to and /or penalties imposed by authorities, media announcements/publications relating to IFS, BRCGS and/or GFSI, compliance breaches). Information regarding the incidents shall either be sent to TNCert-Food-Recall@tuev-nord.de or can be reported directly on the TÜV NORD CERT website under [Recall Management](#). From its side, the certification body shall take corresponding steps to assess the situation and its impact on the certification and shall undertake corresponding actions.
- The client shall record all objections and corrections/resolutions with regard to the management system and its effectiveness and shall communicate these in documented form to the auditor in the course of the audit.
- The client shall inform the audit team within the timeframe specified by the certification body, depending on the seriousness of the deviation/nonconformity, either of the defined corrective actions and deadlines or of the implementation of the corrective actions.
- In order to avoid situations of conflict between the certification body and a possible advisory or consultancy organization, the client shall inform the certification body of advisory or consultancy services that have been used in the area of management systems before or after conclusion of the certification contract. This also includes organizations that have carried out “in-house training” or internal management system audits.
- Within the framework of maintenance of the accreditation, the client hereby agrees that assessors from accreditation organizations may attend audits (also remotely using information and communication technology) within his organization, e.g. for a possible witness audit (participation of the accreditation body in a (re)-certification audit), and that the accreditation organization may have access to and view the files.
- The client agrees to participation of witness/trainee auditors from the certification body for purposes of training, calibration and maintenance of the appointment of auditors.
- The client agrees to participation (also remotely with the use of information and communication technology) of the programme owner in Integrity Witness Audits in his company and agrees that the programme owner may have access to the files.
- Within the framework of the Integrity Programme of the programme owner, the client agrees to the performance of Integrity on-site audits (announced or unannounced) by the programme owner. These Integrity on-site audits can be performed at any time after the certification audit. They form a part of the Integrity Programme or are planned and implemented as a result of events or incidents (e.g. complaints).
- The programme owners offer further audit modules which can be carried out in addition to a standard. The duty of confidentiality on the part of the certification body applies to information gathered during such audits in equal measure. The client also agrees to witness audits by the programme owner for a specific voluntary audit module if this is integrated into the certification.
- The client shall grant the Integrity auditors access to his premises and shall support the Integrity auditor in the realisation of the Integrity on-site audit. The certification status can be negatively affected if access to parts of the site or the process or enquiries regarding the above points are inappropriately refused or rejected.

- The client has the right to decline auditors nominated by the certification body. Reasons for objection particularly relate to possible risks concerning impartiality. If no agreement can be reached following 3 proposals, the contract may be dissolved by the certification body with immediate effect.
- It may be necessary to additionally perform short-notice or unannounced audits, e.g. in order to investigate complaints, as a consequence of changes or as follow-up for suspended certifications. In such cases the certification body specifies the conditions under which these short-notice audit visits are to take place. It is not possible to object to members of the audit team for short-notice audits. Costs resulting from the additional audit will be charged to the client.
- The client has the obligation to record all complaints which become known to him in relation to the fulfilment of the certification requirements and to place these records at the disposal of the certification body upon request. The client shall implement appropriate actions with regard to such complaints and all product defects that have been discovered and that have a negative effect on the fulfilment of the certification requirements and shall document the actions taken.
- The client shall take the necessary steps in order to fulfil the requirements of the certification, including implementation of corresponding changes within the term of validity of the certification.
- The client undertakes to fulfil the product requirements of the certified products, processes and/or services during the term of validity of the certification and to adhere to the requirements of the certification programme.
- The client shall ensure that the products, processes and/or services that are taken into account within the scope of the certification can be seen and assessed at the time of the audit.

1.3 Changing the certification body during the validity of the certificate (transfer)

- In case of transfer of certification, the client shall make available to TÜV NORD CERT as the accepting certification body all the required documents (certificate(s) of the previous certification body, audit reports of the initial certification or of the last recertification and of the last surveillance audits, status of any open nonconformities). TÜV NORD CERT shall not carry out the transfer of certification until the review of the transfer of certification, the pre-transfer review, has been positively completed. The transfer of a certification is only possible if the pre-transfer review in the case of unannounced audits has been completed prior to the time window of the unannounced audit or the certificate of the client is valid for at least a further 3 months.

1.4 Requirements regarding occupational health and safety

1.4.1 Client

- At the due time before performance of the audit, the client shall provide information regarding risks, hazards as well as stress and load factors which could originate from the working environment in the client's factory or at the client's premises. This information shall include information regarding hazardous substances in test pieces and samples. The client shall provide information concerning whether and, if appropriate, to what extent precautionary measures (optional or obligatory measures) in accordance with ArbMedVV (German Ordinance on Preventive Occupational Health Care) are required for the activities that have been ordered.
- The client shall have sufficient arrangements in place for first aid, alarm and rescue, and shall name contacts and responsibilities in this regard.

- The client shall ensure that employees of the certification body only perform work when accompanied by an employee of the client.
- The client shall provide the employees of the certification body with instruction on the basis of risk and hazard assessment(s) and work and operating instructions. The instruction shall include communication of emergency telephone numbers and assembly points in case of danger as well as a description of the functioning and safety of any equipment to be used.
- The client shall supply free of charge any personal protective equipment which may be necessary, apart from the equipment provided by the certification body such as helmet, safety boots or shoes, ear defenders, safety goggles.

1.4.2 Certification Body

The employee of the certification body may only undertake work if the conditions and the working environment are safe. The employee is entitled to refuse to perform the work in the presence of unacceptable hazards/risks /stresses.

1.5 (Additional) requirements for certification of IFS standards

The IFS Standards and the IFS Doctrines are normative documents for the certification process and are available on the IFS website www.IFS-certification.com. A detailed description of the certification process and the services of the certification supplier are contained in the respective IFS standard.

Additional requirements are as follows:

- The IFS Integrity Programme contains a series of measures which guarantee maximum quality and reliability of the IFS certification system, such as quality assurance activities, complaints management and audits performed at the client's premises by IFS management. Information regarding the IFS Programme can be found under [IFS Integrity](#).
- The client agrees that users of the IFS portal shall receive an automatic message by email if the certificate is withdrawn or suspended by the certification body. All users with access to the IFS audit portal which have been listed as favourites by the client will be informed by the IFS portal regarding suspension of the current certificate (with an explanation of the nonconformity/nonconformities that have been identified).

1.6 (Additional) requirements for the certification of BRCGS standards

The BRCGS [Standards](#) and obligatory [Position Statements](#) of BRCGS are normative documents for the certification process and are available on the BRCGS website or under [Participate](#). A detailed description of the certification process is contained in the respective BRCGS standard.

Additional requirements are as follows:

- The BRCGS Integrity Programme contains a series of measures which guarantee maximum quality and reliability of the BRCGS certification system. The BRCGS Integrity Programme consists of 5 levels: Supplier performance, auditor compliance, integrity audits, [TELLBRCGS](#) and Horizon Platform. Information regarding the BRCGS Integrity programme can be found under [Certification-Integrity](#)

2 VALIDITY AND RIGHTS TO USE THE TEST MARK AND THE CERTIFICATE

The following rules apply for the use of certificates. With regard to the use of test marks, the conditions of use of the programme owner shall apply.

- The validity of the certificate begins according to the IFS/BRGCS rules and ends as stated on the certificate. The validity may not exceed one (1) year.
- The scope of the certification is listed in the German or English language on the certificate as applicable. Translations into other languages are provided in good faith. In case of doubt or contradiction in meaning or interpretation between languages, only the German or the English version of the certificate is binding.
- Approval for use of the certificate only applies for the scope of the client's organization that has been certified. Use of the certificate for activities which lie outside the scope of the certification is not permitted.
- The test mark may only be used in the form that is provided by the programme owner and is subject to the conditions of use of the programme owner. The client is not authorised to make changes to the certificate and/or the test mark. The certificate may not be used in a misleading manner e.g. for advertising purposes.
- The certificate may only be used by the client and only in direct association with the company name or the company logo of the client. It may not be used in relation to products and/or procedures or processes of the client in a manner that could be interpreted as confirming product conformity.
- The client shall ensure that the certificate is only used within the competitive market/advertising so as to make a statement regarding the certified scope of the client.
- The client also has to ensure that, within the framework of advertising, the impression is not created that certification by the certification body is equivalent to a governmental or official inspection.
- If, according to the principles of product liability, a claim is made against the certification body based on use of the certificate by the client that infringes the conditions of the contract, the client shall hold the certification body harmless and release the certification body from all claims of third parties. The same applies for all cases in which a claim is made against the certification body by a third party based on advertising claims or other behaviour on the part of the client.
- The client receives the non-transferable, non-exclusive right, time-limited to the contractual term, to make use of the certificate in accordance with the conditions stated above. If the certificate is suspended or withdrawn, neither the certificate nor the test mark may be used from the date of suspension or withdrawal (irrespective of the term of the contract).
- Use of the certificate is limited to the client and may not be transferred to third parties or legal successors without the express permission of the certification body. If the client wishes to transfer the right of use of the certificate, a corresponding application shall be submitted. A new audit shall be performed if necessary.
- In the case of multi-site certifications, the main certificate shall state the clear and unambiguous overall scope of the certification with regard to activities, products and services of all sites and

shall list all the sites. Typically, the sites are listed in an annex to the certificate. The scope of a sub-certificate shall indicate the clear and unambiguous scope of the certification with regard to activities, products and services at the respective site. It is not permissible for the scope in the sub-certificate to deviate from the scope of the main certificate. The sub-certificate can as a maximum only have the same scope as the main certificate or it can have a limited, but not different, scope compared with the main certificate.

- Corporate structures with independent legal entities: if sites of a permissible matrix certification are operated at other organizations, the certification documents shall indicate that such organizations only serve as an address. On the sub-certificates, the name of the client is taken from the main certificate; the name and address of the respective site are also stated. A sub-certificate can be issued for each site. These sub-certificates shall contain a clear reference to the main certificate. The sub-certificates have the same term of validity as the main certificate.

3 ENDING OF THE RIGHTS OF USE

The following rules apply for the use of certificates. With regard to the use of test marks, the conditions of use of the programme owner shall apply.

3.1 Ending of the rights of use for certificate and test mark

The right of the client to use the test mark and to claim ownership of the certificate ends automatically with immediate effect without the need for an express statement of termination, if among others

- the client does not immediately report changes in his operations which are of significance as regards the certification, or indications that such changes may occur, to the certification body
- the certificate is used in a such a way as to infringe the provisions of Item 2
- the results of the recertification audits no longer justify maintenance of the certificate
- insolvency proceedings are opened with regard to the assets of the client or an application for opening of such proceedings directed against the client is refused on the grounds that insufficient assets are available
- recertification audits cannot be performed within the specified periods for reasons which fall within the sphere of responsibility of the client
- actions for correction of nonconformities have not been carried out within the specified periods allowed or the results of such actions are not satisfactory or
- disputes arise in relation to the certificate in connection with competition law or intellectual property rights.

3.2 Certification Body

The certification body is entitled to suspend or terminate a certificate, and thereby the entitlement to use the test mark, if the certification body subsequently becomes aware of new information pertaining to the assessment of the certification procedure or its result.

The certification body reserves the right to make final decisions in relation to the certification with regard to issue, refusal or maintenance of the certification, extension or restriction/limitation of the scope of the certification, renewal, suspension or reinstatement following suspension, or withdrawal of the certification.

The certification body has the right to instigate a decertification procedure in the presence of the reasons given in 3.1 following proper and expert analysis, and to suspend, withdraw or declare the certificate to be invalid. If, by at the latest 6 months following a suspension, the client is able to prove that a situation corresponding to the requirements for certification again exists, the certification can be reinstated. Any costs associated with this shall be the responsibility of the client.

3.3 Client

Upon termination of the right of use, the client shall immediately collect and destroy all certificates (originals, copies, pdf documents) and cease advertising with the certificates.

3.4 Mutual right to terminate the contract with immediate effect

The certification body and the client have the right to terminate the contractual relationship with immediate effect, if use of the certificate is prohibited to the client in a manner which is legally binding.

4 SCOPE OF APPLICATION

The General Conditions for Certification of IFS and BRCGS Certification Programmes apply to the certification of products, processes and services ISO/IEC 17065:2012

ANNEX 1: INFORMATION ON DATA PROTECTION FOR IFS**1. Employees of certified companies**

IFS Management GmbH would like to inform you that data about you (name, contact details, position within your organization) will be stored by IFS Management GmbH ("Data"). This is carried out in connection with the audit of your company according to an IFS standard. The data is contained in the audit report that IFS Management GmbH receives from your company, the auditor or the certification body. The data can also be displayed in the IFS Audit Portal under www.ifs-certification.com where the data of retailers who are registered to use the IFS Audit Portal can be viewed

(1) Name and contact details of the responsible organisation:

IFS Management GmbH, Am Weidendamm 1A, 10117 Berlin, Phone +49 (0) 3072625074, Fax: +49 (0) 030726 250 79,
dataprotection@ifs-certification.com
www.ifs-certification.com

(2) Contact data of the data protection officer

Nils Gustke, Gesellschaft für Personaldienstleistungen mbH Pestalozzistraße 27, 34119 Kassel, Telephone +49 (0) 561 7896868, Fax: +49 (0) 0561 7896861, gustke@gfp24.de, www.gfp24.de

(3) Purposes of processing

IFS Management GmbH stores the data for internal administrative and its own business purposes. The data, together with the audit reports, documents that your company has been assessed based on a specific audit according to an IFS standard.

(4) Legal basis

The processing of the data is permitted in accordance with Article 6 (1) (f) GDPR. The processing of the data is necessary so that IFS Management GmbH can protect its legitimate interests (internal administration and its own business purposes).

(5) Data Origin

You have made your company's data available to an auditor in connection with the evaluation of your company. IFS Management GmbH receives the audit report either from your company, the auditor or TÜV NORD CERT

(6) Duration of storage

The data will be stored by IFS Management GmbH for as long as data about your company is available on the IFS portal under www.ifs-certification.com or as long as TÜV NORD CERT, which has certified your company, or the auditor who has assessed your company, is still working for IFS Management GmbH. IFS Management GmbH also stores the data if it is obliged to do so based on statutory retention periods. The statutory retention periods are six years according to Article 257 HGB (German Commercial Code) and ten years according to § 147 AO (German Fiscal Code).

(7) Rights of the data subject

If the legal requirements are met, you have the following rights in accordance with Articles 15 to 22 of the GDPR: right to information, rectification, deletion, restriction of processing, portability of objects and data

(8) Right to complain to the supervisory authority

You have the right to complain to the supervisory authority pursuant to Article 77 GDPR if you believe that the processing of your data is not lawful. The address of the supervisory authority responsible for IFS Management GmbH is:

Berliner Beauftragte für Datenschutz und Informationsfreiheit), Friedrichstraße 219, 10969 Berlin, Germ

(Berlin Commissioner for Data Protection and Freedom of Information)

IFS LOGOS

The company must comply with the “[Terms and Conditions for using the IFS Logos](#)“, as described on the IFS website.