

1. GENERAL CONDITIONS

1.1 THE CERTIFICATION BODY (ITA S.r.l.) through its local representative conducts audits of food safety systems against FSSC 22000 scheme ("The Scheme") to verify the compliance with the requirements of the scheme owner, The Foundation FSSC, The Netherlands:

- a. ISO 22000 requirements for any organization in the food chain;
- b. Relevant prerequisite programs (PRPs) based on technical specifications for the sector (e.g., ISO/TS 22002-1 for the food manufacturers within accredited and licensed food chain (sub)categories listed in ITA Accreditation certificate); and
- c. FSSC 22000 current version Additional Requirements as determined by The Foundation FSSC stakeholders and as published on The Foundation's website.

1.2. The scope of certification is agreed between the parties in accordance with this Offer&ACCREDITATION Contract for certification services but is always subject to final approval by INTERNATIONAL TECHNICAL ALLIANCE S.R.L. (ITA S.r.l.) at certification decision stage.

2. AUDITS

2.1 The ORGANIZATION accepts:

- a. ITA to share information concerning ORGANISATION's certification and auditing process with the Foundation FSSC, with ITA's accreditation body (ACCREDIA), with the IAF, GFSI and governmental authorities, when required;
- b. ITA and Foundation FSSC to share information regarding their status with external parties;
- c. To display information with regards to the certified status on the website of ITA and/or of the ACCREDITATION BODY, and/or on the FSSC 22000 website and in their Assurance Platform, updated by ITA;

2.2. In case of failure to conduct a planned surveillance audit by ORGANIZATION's fault, or if there is evidence that the ORGANIZATION is unable or unwilling to establish and maintain conformity with the Scheme requirements within the applicable timeframes to address major/critical non-conformities, ITA will take necessary actions required by The Scheme, including to suspend the certification.

2.3. When there is evidence that the ORGANIZATION holds a certificate, whose scope exceeds their capability or capacity to meet, ITA shall reduce the scope of certification.

2.4. An auditor is not allowed to perform more than two 3-year certification cycles at the same certified site, meaning that should be rotated latest once every 6 years.

2.5. Resulting the audit held, minor, major, and/or critical non-conformities (NCs) may be raised. Below are described some terms, which are an extract of The Foundation FSSC Scheme requirements and ITA implemented procedures – these may vary and audited ORGANIZATION is obliged to confirm with ITA if these extracts here are changed at the time of any NC issued during an audit held.

a. When a *minor* NC is documented, the ORGANIZATION is obliged to provide ITA with corrective action plan (CAP) and evidence of the immediate correction taken within 14 calendar days after the last audit date. ITA (LA who performed the audit or another qualified for the applicable for the audit held (sub)categories FSSC 22000 ITA approved LA) is obliged to review, accept and approve/reject them within total 28 calendar days after the last audit date. Failure to meet the total duration of 28 days leads to an automatic certificate suspension, and in case of an initial audit, the Stage 2 audit shall be repeated within maximum 6 months of the last day of the previous Stage 2 audit. Effectiveness of the CAP will be reviewed at the next scheduled audit, if the effectiveness may not be confirmed, the minor NC will be upgraded to major NC at the next audit;

b. When a *major* NC is documented, the ORGANIZATION shall provide ITA with objective evidence of an investigation into causative factors, exposed risks, and evidence of effective implementation. ITA (LA who performed the audit or another qualified for the applicable for the audit held (sub)categories FSSC 22000 ITA approved LA) shall review the CAP and conduct an on-site follow-up audit to verify the implementation of the CAP to close the major nonconformity. In cases where documentary evidence is sufficient to close out the major nonconformity, ITA may decide to perform a desk review. This follow-up shall be done within 28 calendar days from the last day of the audit. When the major NC cannot be closed in this timeframe, the certificate shall be suspended; Where completion of corrective actions might take more time in specific instances, the CAP shall include any temporary measures or controls necessary to mitigate the risk until the permanent corrective action is implemented. Supporting evidence of the temporary measures or controls shall be submitted to ITA for review and acceptance within 28 calendar days from the last day of the audit. If major NC is raised at the Stage 2 audit, the NC shall be closed by ITA within 28 calendar days from the last day of the audit. Where completion of CAs might take more time, the CAP shall include the temporary measures or controls necessary to mitigate the risk until the permanent CA is implemented. Evidence of these temporary measures shall be submitted and accepted by ITA within 28 calendar days from the last day of audit. Based on this information, a certification decision shall be taken. In addition, where temporary measures are accepted, ITA shall agree a suitable timeframe with the ORGANIZATION to verify the effective implementation of the permanent CA, but not later than 6 months of the last audit day. In any event, where the 28 calendar days after the last day of the audit is exceeded, e.g. non closing the major NC, or not acceptance of the evidence of temporary measures, the full Stage 2 audit shall be repeated.

c. When a *critical* NC (when there is a significant failure in the management system, a situation with direct adverse food safety impact and no appropriate action is being observed or when food safety legality and/or certification integrity is at stake) the certificate shall be suspended within 3 working days of the critical NC being issued, for a maximum period of six (6) months. The ORGANIZATION shall provide ITA with objective evidence of an investigation into causative factors, exposed risks, and the proposed CAP. This shall be provided to ITA within 14 calendar days after the audit. A separate full on-site audit with a minimum of 1.0 audit day shall be conducted by ITA between six (6) weeks to six (6) months after the regular audit to verify the effective implementation of the corrective actions. After a successful follow-up audit, the certificate and the current audit cycle will be restored, and the next audit shall take place as originally planned (the follow-up audit is additional and does not replace an annual audit). The certificate will be withdrawn when the critical nonconformity is not effectively resolved within the six (6) month timeframe. If the critical NC is identified during a certification audit (initial), the full certification audit shall be repeated.

2.6. Unannounced audits:

- a. Once every 3 (three) years the regular audit shall be conducted fully unannounced, including the central function and site audits, as per The Scheme requirements.
- b. The certified ORGANIZATION can voluntarily choose to conduct all audits as unannounced (SV and RA audits).
- c. The initial certification audit (stage 1 and stage 2), special audit, transfer audit from another CB cannot be performed unannounced.

- d. If the organization did not select voluntary to replace all SV audits with unannounced, ITA will select which one of the 2 annual SV audits shall be unannounced.
- e. The unannounced audit may be planned within the time frame of maximum 6-months period (considering also any seasonal limitations that may apply), but respecting recertification planning, and in the same time it is required that the audits are to be held annually.
- f. Planning of unannounced audits will be communicated by ITA to the ORGANIZATION via the 3-years audit program.
- g. ITA will remind the ORGANIZATION, latest in the first month of the window for which the unannounced audit is to be held. However, the site will not be notified specifically for the date of the unannounced audit and the audit plan shall not be shared until the opening meeting.
- h. It is possible that “black out” dates are agreed in advance between the ORGANIZATION and ITA if the ORGANIZATION for any reason (subject to justification can't accept the audit as planned. These shall be notified and agreed not later than the 01st day of the first month of the window in which the unannounced audit shall be conducted (as identified on the 3-years audit program communicated to the ORGANIZATION) and, in this case, maximum of 30 calendar days may be agreed as black out days, and only if this is not the only possibility of a seasonal activities to be covered. If this is the case, black out days may not be accepted. Any unexpected event is subject to individual decision.
- i. These audits are held within normal working hours of the ORGANIZATION with consideration of all shifts, including night shifts where there is a shift pattern of work.
- j. If access is denied to the auditor within 1 (one) hour if his/her arrival at the audited site, THE ORGANIZATION is obliged to pay to ITA all costs. If the certified ORGANIZATION refuses to participate in the unannounced audit, the certificate shall be suspended within 3 (three) working days of the date of refusal, and ITA will withdraw the certificate if the unannounced audit is not conducted within a six-month timeframe from the date of suspension.

3. CERTIFICATE, LOGO AND COID

- 3.1 ITA issues internationally recognized certificates under license decision and signed agreement between The Foundation and ITA S.r.l., as a CERTIFICATION BODY as per ISO 17021-1 requirements. The certificates carry the logo of The Foundation, the ACCREDITATION BODY logo and the ITA logo;
- 3.2 Successful certification, recertification and surveillance audits entitles THE ORGANIZATION to use in its activity the logo of ITA, ACCREDIA and The Foundation FSSC logo as per implemented by ITA Guidelines on the use of the certification mark of International Technical Alliance (ITA) and the combined mark of ITA, ACCREDIA (Italian accreditation body) and the Foundation FSSC 22000 logo.
- 3.3 The certificate and the logo may be used by the ORGANIZATION only when the certification status is valid, not during a period of suspension and shall terminate its use upon withdrawal of the certification for any reasons.
- 3.4 Issued by ITA certificate shall contain the unique Certified Organization Identification Code (COID) and QR code supplied through the FSSC Assurance platform.
- 3.5 The ORGANIZATION shall inform ITA within 3 (three) working days of the commencement of:
 - a. serious events that impact FSMS, legality and/or the integrity of the certification including situations that pose a threat to food safety, or certification integrity as a result of a Force majeure, natural or man-made disasters (e.g. war, strike, terrorism, crime, flood, earthquake, malicious computer hacking, etc.);
 - b. Serious situations or events where the integrity of the certification is at risk, or the FSMS legality and/or the integrity of the certification, including situations that pose a threat to food safety or certification integrity, and/or where the Foundation can be brought into disrepute, including but not limited to: Public food safety events (such as e.g. public recalls, withdrawals, calamities, food safety outbreaks, etc.); Actions imposed by regulatory authorities as a result of a food safety issue(s), where additional monitoring or forced shutdown of production is required; Legal proceedings, prosecutions, malpractice, and negligence; and Fraudulent activities and corruption.
- 3.6 The information about the certified status of the ORGANIZATION will be included on the FSSC 22000 website and in the Assurance Platform.
- 3.7 The issue and maintenance of management system certification may not be used by the ORGANIZATION as a declaration nor a guarantee by ITA that the ORGANIZATION meets legal obligations and requirements. The ORGANIZATION is and remains solely responsible, towards both itself and third parties, for the correct performance of its activities and for conformity of its activities and products with applicable legislation and with the expectations of its customers and other interested parties, and it undertakes to indemnify ITA and its local representatives from any third party complaints, actions or claims connected with the activities performed by ITA deriving from the contract signed between the ORGANIZATION and ITA.

4. TERMS AND CANCELLATION OF THE CONTRACT FOR CERTIFICATION SERVICES, INCLUDING THIS CONTRACT ANNEX (The CONTRACT)

- 4.1 The period of validity of this Offer & ACCREDITATION Contract is determined by the period of validity of issued FSSC 22000 certificate unless expressly agreed otherwise;
- 4.2 These Terms and conditions are an integral part of this Offer & ACCREDITATION Contract and shall enter into force upon signature by representatives of the parties and expires with the expiration of the three years certification cycle or with certificate withdrawal for any reason;
- 4.3 Each party has the right ahead and unilaterally to terminate this Offer & ACCREDITATION Contract after submitting three months' written notice. Termination of this Offer & ACCREDITATION Contract in such cases cancels the certificate validity from the day following the anniversary of the previously conducted for the ORGANIZATION FSSC 22000 audit, but by then the certificate remains valid;
- 4.4 After expiry of this Offer & ACCREDITATION Contract and in case it is not terminated according point 4.3 above in this Section, the parties may agree a new three-year period, in which ITA to conduct a re-certification audit and annual surveillance audits as per the 3-years audit program.

5. MISCELLANEOUS

- 5.1 In all matters not expressly provided in this Offer & ACCREDITATION Contract, shall be applied General Conditions of International Technical Alliance ITA S.r.l. above, ITA Regulation for certification (R_01), available on ITA website, the public requirements of The Foundation FSSC, announced at its website (www.fssc.com), as well the requirements of the Italian substantive and procedural law that may be submitted upon request.