

1 Terms and definitions

FSMS – Food safety management system.

Rules – Accreditation requirements, Accreditation body's rules and procedures, BM Certification's requirements and other relevant requirements.

Organisation - Certified organization.

Parties – BM Certification and Organisation.

Standard – FSSC 22000

Foundation – Foundation FSSC 22000, legal owner of FSSC 22000 certification scheme

2 General

BM Certification SIA (hereinafter – BM Certification) offers third party certification services of (FSMS) according to FSSC 22000 standard.

A certificate is issued on basis of certification or recertification audit results and is valid for 3 years. During the certification cycle 2 surveillance audits must be performed at least once per calendar year. Following certification cycles consist of recertification audit and 2 surveillance audits.

3 Scope of Contract

- 3.1 This document, together with the application for quote is part of the Commercial Contract and shall form the terms and conditions of Contract between the Parties.
- 3.2 This document describes the rights, responsibilities and duties of BM Certification, and the Organisation.
- 3.3 The Certificate awarded by BM Certification covers only those services or products manufactured and/or supplied strictly within the scope of the Organisations FSMS as Certified by BM Certification.

4 IP Rights and Licences

- 4.1 Ownership of the certificate, audit reports and audit reports is kept by BM Certification.
- 4.2 The Organisations is allowed to display the Certificate issued by BM Certification and to make reference to it in public events, media and commercial information of the Organization linked to the certified activities, whenever the scope of the certificate is clearly indicated.
- 4.3 BM Certification shall award a licence to the Organisation to use its certification mark(s) and logo(s) for the duration of this Contract when used in accordance with the applicable Terms of Use (as amended from time to time), which are available on the BM Certification web site (www.bmcertificataion.com) or on request.
- 4.4 BM Certification will audit the use of logos and/or marks. BM Certification reserves the right to substitute or withdraw the right to use any or all logos, marks, certificates and audit documentation at any time in the event of noncompliance with the Terms of Use or should the Contract be terminated, for whatever reason.

5 Rights and obligations of BM Certification

- 5.1 BM Certification will appoint competent qualified auditors to conduct audits and assessments of the Organisations FSMS in accordance with the Rules.
- 5.2 BM Certification will ensure that audit and assessment services are delivered at a frequency determined by the Rules for BM Certification to maintain confidence in the ongoing efficiency of the FSMS but not less than once a year.
- 5.3 BM Certification will issue audit report and nonconformity reports, if appropriate, after each audit activity.

- 5.4 BM Certification will issue a Certificate on successful completion of the initial certification or recertification assessment.

6 Obligations of the Organisation

- 6.1 The Organisation shall ensure that its FSMS complies with the current versions of the rules, regulations and Standard(s) against which it is certified.
- 6.2 The Organisation remains solely liable for any defect in its products, services or system and shall defend, protect and indemnify BM Certification from any claim, liability and all defect, loss, cost, expense arising out of or in connection with the said products, services or System.
- 6.3 The Organization allows BM Certification to share information relating to the certification and auditing process with the FSSC 22000 Foundation, GFSI, IFA and governmental authorities when required.
- 6.4 The Organization agrees to comply with any conditions set by BM Certification for the issue of a Certificate and recognises that BM Certification has clear and explicit rights to revise the requirements of certification within the period of validity of the certificate.
- 6.5 The Organisation consents to BM Certification using outsourced resources in the delivery of its obligations appertaining to this Contract.
- 6.6 The Organisation agrees to undergo regular surveillance and audit as determined by BM Certification and must provide BM Certification with reasonable cooperation and assistance and allow BM Certification to examine documentation and records and access to relevant equipment, locations, areas, personnel and subcontractors deemed necessary by BM Certification to verify the maintenance of the FSMS.
- 6.7 The Organisation agrees that:
- 6.7.1 BM Certification has the right to undertake unannounced or short notice surveillance evaluations.
 - 6.7.2 BM Certification and its Accreditation Body and Foundation have the right to implement higher surveillance frequencies based on a risk assessment of the Organisations Certificate scope, FSMS and location.
 - 6.7.3 Additional surveillance visits or follow-up audits, as deemed necessary by BM Certification, will be charged at BM Certification's rates current at the time of supply of such services.
- 6.8 The Organisation informs BM Certification in writing within 3 working days on following:
- 6.8.1 Any significant changes that affect the compliance with the Standard.
 - 6.8.2 Serious events that impact the FSMS, legality and/or the integrity of the certification which include legal proceedings, prosecutions, situations which pose major threats to food safety, quality, or certification integrity as a result of natural or man-made disasters (e.g., war, strike, terrorism, crime, flood, earthquake, malicious computer hacking, etc.).
 - 6.8.3 Public food safety events (such as e.g., public recalls, calamities, food safety outbreaks, etc.).
 - 6.8.4 Changes to organization name, contact address and site details.
 - 6.8.5 Changes to organization (e.g., legal, commercial, organizational status or ownership) and management (e.g., key managerial, decision-making, or technical staff);
 - 6.8.6 Changes to the FSMS, scope of operations and product categories covered by the certified management system;
 - 6.8.7 Any other change that renders the information on the certificate inaccurate.
- 6.9 The Organisation recognises that:
- 6.9.1 Initial Certification will only be granted once all nonconformities are addressed.
 - 6.9.2 On-going certification is reliant on continued compliance with the Rules, which may change from time to time, including the requirement to address any non-conformances to the satisfaction of BM Certification in the specified time periods.

- 6.10 The Organization shall allow the Accreditation Body, or its representative, access to any part of the audit or surveillance process for the purposes of witnessing BM Certification's audit team performing the audit of the System to determine conformity with the requirements of the Standard. The Organisation will not have the right within this Contract to refuse such a request either by the Accreditation Body, Foundation or BM Certification.
- 6.11 The Organization agrees that information relating to its certification and scope of certification can be made publicly available by BM Certification, Foundation and the Accreditation Body.
- 6.12 The Organization shall declare to BM Certification any activity which may create a conflict of interest in relation to its Certified FSMS.
- 6.13 The Organization shall cooperate with BM Certification and provide the audit team with the required documentation (if necessary to a specific stage of the certification procedure) for assessment purposes, not later than 1 week prior to the initiation of the audit procedure.
- 6.14 The Organization shall register and document all complaints received regarding the conformity of the requirements of the certification and shall perform analysis of such complaints, maintaining the records thereof. The Complaint register and records are available on request for review to BM Certification.

7 Nonconformity management

- 7.1 If at an audit it is found that the standard requirements are not fulfilled by The Organization and/or their management system does not comply with actual conditions the auditor should issue nonconformity (NCR). For all NCRs clients must be required to analyse the cause and implement, describe and document correction(s), and corrective action(s) taken to eliminate the detected NCR.
- 7.2 NCR(s) are categorized as:
 - 7.2.1 Minor NCR - a minor nonconformity shall be issued when the finding does not affect the capability of the management system to achieve the intended results.
 - 7.2.2 Major NCR - a major nonconformity shall be issued when the finding affects the capability of the management system to achieve the intended results.
 - 7.2.3 Critical NCR - a critical nonconformity is issued when a direct food safety impact without appropriate action by the organization is observed during the audit or when legality and/or certification integrity are at stake.
- 7.3 During the next annual audit the auditor will review each non-conformity for effective implementation of corrections and corrective actions, for verification and closure of the minor nonconformity. In case of many NCRs, auditors must be allocated more audit time to deal with NCRs.

8 Complaints and appeals

Information on handling complaints and appeals can be found in BM Certification web page: <https://bmcertification.com/about-us/feedback-and-complaints/>

9 Confidentiality

- 9.1 BM Certification and the Organization agrees to maintain the confidentiality of all confidential information received from other party, including all documentation and information reviewed during the certification process.
- 9.2 BM Certification will not disclose or permit disclosure of any confidential information to any third party, except as required by law, without the prior written consent of the organization.
- 9.3 BM Certification will implement and maintain appropriate security measures to safeguard the confidentiality of the confidential information and shall take all reasonable steps to ensure that such measures are adhered to by its employees, agents, or representatives.

10 Suspension or withdrawal of certification

- 10.1 If the Organization refuses to participate in the unannounced audit, the Certificate shall be suspended immediately, and BM Certification will withdraw the certificate if the unannounced audit is not conducted within a six-month timeframe from the date refusal.
- 10.2 BM Certification shall be entitled to suspend or withdraw the Organisation's certification on 7 days' written notice (or with immediate effect in the case of urgent need) and reserves the right to make public the fact that such action has been taken when, in the reasonable opinion of BM Certification:
- 10.2.1 Critical nonconformity is identified during the audit;
 - 10.2.2 the Organisation has not addressed major nonconformity within the deadline;
 - 10.2.3 the Organisation is not letting BM Certification perform surveillance audit;
 - 10.2.4 the Organisation acts, omissions or conduct bring or may bring BM Certification, the Accreditation Body or its Standards into disrepute;
 - 10.2.5 the Organisation represents, promotes or advertises any products or Systems which are outside the scope of its Certificate as Certified by BM Certification;
 - 10.2.6 the Organisation makes fraudulent misrepresentation or provides BM Certification with any inaccurate or misleading information, which is not corrected within three working days or immediately on being notified by BM Certification;
 - 10.2.7 the Organisation is in material breach of any term of this Contract;
 - 10.2.8 the Organization is in breach of or is not subject to the requisite License Agreements, including any attributable to the Accreditation Body; or
 - 10.2.9 the Organization fails to maintain or demonstrate an effective System such that the confidence in the Certificate is adversely affected.
- 10.3 Where it considers it appropriate, BM Certification may, at its sole discretion, inform the Organization of its intention to suspend or withdraw certification and to allow the Organization a reasonable opportunity to take corrective action, within such timescales as BM Certification may reasonably specify, before the suspension or withdrawal takes effect.
- 10.4 In the event of BM Certification's withdrawal from accreditation or inability to continue to supply certification accredited by the respective Accreditation Body, BM Certification will notify the Organization within thirty (30) days of such withdrawal and the Certificates relating to the respective scope of the Accreditation Body will be suspended ipso facto within six (6) months after the date of withdrawal.
- 10.5 On suspension or withdrawal of certification the Organisation shall immediately cease to use any trademarks associated with BM Certification and the Accreditation Body, or to sell any products that have previously been labelled or marked (or authorised labelling and marking) using the trademarks, and cease to make any claims that imply that they comply with the requirements for certification.
- 10.6 The Organisation shall advise all relevant existing customers of the suspension or withdrawal in writing within three (3) working days (or other period as determined by BM Certification) of the withdrawal or suspension taking effect, and maintain records of that advice.
- 10.7 The Organisation shall, as requested by BM Certification, either destroy all electronic and hardcopy Certificates relating to the certification and at its own expense remove all claims, service mark(s) trademark(s), other names or logos and copyright works from products, documents, advertising and marketing materials with immediate effect or return all such certification to BM Certification. The Organization shall also cooperate with BM Certification and its Accreditation Bodies to confirm that these obligations have been met and shall, if requested, confirm in writing the destruction or return of all such references or certificates by one of its directors.

Insert Name and Surname , Click or tap to enter a date.

Name Surname, Date, Signature