



Certification Terms & Conditions for Baltic Control Certification A/S regarding certification within the following schemes:

- **International Featured standards (IFS)**
 - Food
 - Broker
 - Logistic

Description of the product certification scheme:

- General
- Award of the certification
- Maintaining certification
- Expanding/changing the certification
- Suspension and cancellation
- Using IFS's trademark and logo
- Confidentiality and impartiality
- Cancelling audits
- Complaints and appeals

General:

- Baltic Control Certification A/S carries out third party product certification in compliance with the standard ISO 17065:2012
- A certification is based on an application from a producer (applicant) for certification of a product. Baltic Control Certification (the Certification Body - hereinafter called CB) will establish the basis for the evaluation of the product in cooperation with the applicant by defining which criteria from standards, legislation, schemes, regulations, etc. will apply to the certification (scope).
- The CB shall limit its requirements, evaluation and certification decision to the circumstances specifically relating to the relevant scope of certification.
- The CB may allow evaluations to be carried out by own employees or by means of subcontractors. The CB shall always have the full responsibility for subcontracted assignments.
- The applicant shall provide access during the evaluation to relevant personnel, documentation, and sites.
- The applicant shall be informed that information about the company and its employees is stored in the IFS Database, in line with the General Data Protection Regulation.
- The accreditation agency (DANAK) and other relevant observers and representatives are granted access to the CB's activities.
- The applicant shall be notified regarding amendments to the certification terms and conditions.
- The CB shall notify applicant in the event of amendments to the standard.
- The certified entity shall not use the product certification in a way that will discredit the CB or make statements regarding the product certification in a way that the CB will find misleading.

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Award of the certification:

1. The applicant shall approach the CB. This approach is registered and IFS. Certification and Sublicense Agreement, the Certification Terms and Conditions IFS. as well as BCC Contract for IFS standards (one of the following) are forwarded:
 - 1.1. BCC Contract for IFS Food version 8.
 - 1.2. BCC Contract for IFS Broker version 3.1
 - 1.3. BCC Contract for IFS Logistic version 3
2. The relevant BCC Contract for IFS. is signed by the applicant and returned in completed state to the CB.
3. Time and place for audit is arranged with applicant.
4. An audit team (only authorised auditors for IFS, who have signed confidentiality and impartiality agreements are used) and a certification committee is established.
5. The audit program is forwarded to the applicant stating: agreed time and place, auditor and auditor's contact details, audit programme as well as the agreed scope.
6. Auditors receive work instructions and carry out audit and draw up a preliminary report.
7. The audit will end with the auditor providing a preliminary assessment of the evaluation results including notification of any non-conformities/ non-compliances to be closed and of any corrective actions to be implemented to rectify the situation. Deadline is to be given by the CB. The deadline is within 4 weeks. The applicant is informed that all non-conformities will be registered in the IFS database.
8. The certification committee reviews the preliminary report following the audit. In the event of the certification committee changing this assessment, the applicant is to receive notice without delay.
9. The complete result including documentation of closed non-conformities is to be aggregated in a final report, which is submitted for final review by the certification committee.
10. Certification body performing the technical review, making the certification decision, issuing the report/certificate and to upload them to the IFS Database: maximum two (2) weeks.
11. When non-conformities/discrepancies have been corrected and the situation completely rectified and accepted, the applicant is certified in the IFS database. Then the certificate may be issued and forwarded to the applicant together with the final report. Subsequently, the case may be closed.
12. Any information gathered during audit will be treated with strict confidentiality.
13. Copies of certification documents are only to be reproduced in their full length.
14. The implementation of requirements of the IFS standard may in no way replace compliance with present national or European legislation.

Maintaining certification

- 50% of the audit time must be spent in production. All audited products must be in production, and there must be personnel assigned to their respective tasks available in order to certify the product. If this is not possible, it will be up to BCC, under special circumstances, to assess, possibly in consultation with IFS, whether permission can be granted to conduct a split audit.
- The certification is valid for 12 months following the certification date. Recertification is to be carried out in time for the IFS approval to be upheld.
- If non-conformities or discrepancies causing significant deterioration in the quality of the certified product are found at the recertification inspection, these must be rectified by means of corrective actions for the product to be certified again.
- Applicant must complete the action Within 20 working days(4) weeks of the last auditing day, documentation for corrective actions must be sent to the CB for approval.
- The CB is to be notified of corrective actions, and the CB will determine whether the product may be certified again within 2 weeks.
- If non-conformities are not closed before the deadline, the CB must suspend the product in the IFS database.
- IFS is to be notified of the completion and the justification for delay.
- Unannounced audit from the CB is a mandatory part of the cycle at every 3.
- The unannounced audit shall be performed within a time window of [-16 weeks before audit due date; + two (2) weeks after audit due date] and shall take place without prior notification of the date

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to the production site, to ensure the unannounced character of the audit.

- If the certification cycle is interrupted where an unannounced audit was due, the next certification audit (=new initial audit) shall be conducted unannounced.

Expanding/changing the certification

- The applicant is required to notify the CB During the certification cycle, the senior management of the production site shall ensure that the certification body is informed in due time about any changes that may affect the production site's ability to conform to the certification requirements (e.g. recall, alert on products, changes in organisation and management, important modifications on the products and/or the production methods, changes in contact address and production sites, new address of the production site, etc.). The details shall be defined and agreed between both parties. As required in the IFS Food Audit Checklist (Part 2), requirement 1.2.6,
- Some specific situations require a notification to the certification body within three (3) working days.
- The CB will fill out the relevant extraordinary information form provided in the IFS Database in English and send it back to IFS Management GmbH within three (3) working days after receiving the information from the production site.
- The CB will Provide IFS Management GmbH a root cause analysis and progress report of the investigation within ten (10) working days (after submitting the form).
- It is the certification body's responsibility to investigate each situation and decide any action on the IFS Certification Status. The CB will carry out a re-evaluation in the event of changes significantly affecting the quality, construction, or specification of the certified product, or in case of changes to applicant's ownership, structure or management wherever relevant, or if other information depicts that the product no longer complies with the requirements of the certification scheme. The re-evaluation will be carried out according to the same pattern as the initial evaluation of the product.

Suspension and cancellation of the contract

An IFS Certificate will be withdrawn by the BCC in the situations such as:

- When any information indicates that the products/processes may no longer comply with the requirements of the certification system, especially in case of non-conformity(ies) identified during the audit (main or follow-up audit) or when access is denied (apart from force majeure).
- In case the production stopped and moved to a new location.
- In case of cancellation of certification contract (between BCC and the company).

An IFS Certificate will be suspended by BCC in the situations such as:

- In case of pending investigations by BCC, following a food safety incident or another event.
- For the certificates of all companies linked to a head office / central management when a non-conformity is issued during the audit of the head office / central management.
- In case of non-payment for the current audit by the audited company.
- If the suspension is lifted, the certification body shall make all necessary modifications to public information, authorisations for use of brands, etc., to ensure transparency and that the products/processes continue to be certified.
- If a decision to reduce the scope of certification is made as a condition of reinstatement, the certification body shall make all necessary modifications to formal certification documents, public information, authorisations for use of brands, etc., to ensure the reduced scope of certification is clearly communicated to the client.
- An applicant may request the certification of one or more products to be suspended in the event of not being able to comply with rules and regulations of the certification. A suspension of certification may be granted

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subject to agreement with CB, and during a suspension period, the supplier is to be regarded as not being certified with the suspended product(s).

- In the event of gross or repeated violations of rules and regulations or if the conditions are no longer complied with, the certification may be suspended by the CB. Prior to a suspension coming into force, the supplier is given a warning with a deadline set by the CB for submitting a statement and provide documentation that the non-conformity has been rectified. An audit report with registered non-conformances and a deadline for closing them serves as such a warning.
- If the non-conformities are not rectified and approved by the CB within the deadline, the products will be suspended in the IFS. database and the applicant will be informed.
- If a non-conformity has been raised during the audit of the head office / central management, all audited production sites are also affected, and the certificates of these production sites shall be suspended. Only after a positive follow-up audit of the head office / central management, suspension of certificates of the production sites can be lifted. Depending on the type of non-conformity which has been issued in the head office / central management, a new audit of the production sites may also be necessary. Upon missing payment for audit or IFS registration and member fees, the CB will sanction the applicant with suspension according to the procedure described above.
- Following a suspension or cancellation of contract, all references to IFS used in marketing must come to a stop.

Using the IFS trademark and logo:

- The copyright of IFS Food and the registered trademark are fully owned by IFS Management GmbH.
- The IFS Logos shall be downloaded via the secured section of the IFS Database.
- Only the latest version of the IFS Logos shall be used. When used, the IFS Logo(s) shall comply with The form and colour of the scale drawing.
- If used in documents, black and white print is also permitted.
- Companies shall only use the logo of the standard(s) they are certified for.
- The IFS Food Logo can be used in print, electronic form and in films, if the form and format are fulfilled. The same conditions apply to the use of the logo as a stamp.
- Logo is only to be used for Business to business and not on end products for consumers/retail.
- Are only to be used on products under the certification scheme.
- The Company shall have read and understood the requirements for using IFS's LOGOs (IFS food v.8 and IFS Logistic v.3. Part 1. Point 6, IFS Broker v. 3.1-part 1 point 10) before signing the contract.

Confidentiality and impartiality

- Any information acquired during audit is treated with strict confidentiality.
- The CB guarantees that all employees whether own or external shall be competent and compliant to regulations in force at the time and that they will not be involved in the construction or production of products equal to the evaluated product in any way that may raise doubts about impartiality.

Cancelling audits

In the event of cancelling or moving audits with less than 1 weeks' notice, the CB reserves the right to charge a cancellation fee according to the following break-down:

- Less than 1 weeks' notice: 25 % of full price
- Less than 48 hours of notice: 50 % of full price
- On the audit day: 75 % of full price

Complaints and appeals

- Complaints and appeals are to be forwarded by e-mail: cert@balticcontrol.com. The CB will forward confirmation of receipt of complaints and appeals.
- Complaints and appeals will be reviewed in an impartial certification committee. The CB will forward the result of the review in the certification committee to the complainant/appellant.

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- Retailers or any other interested parties (including whistle-blowers) have the right to forward any possible complaint or issue to IFS for investigation, as part of the Integrity Program. The respective information can be forwarded by e-mail via
 - complaintmanagement@ifs-certification.com
 - or via the complaint form on the IFS website.
- All complaints are treated confidentially.
- The IFS Integrity Program staff will neutrally evaluate all complaints. Appropriate steps will be taken to fully investigate a complaint,

Baltic control Certifications General terms and condition

- The company by signing the Contract, agrees that they have read and understood the general terms and conditions for Baltic Control on the web site for the latest version.
[bccertification/terms-conditions](https://bccertification.com/terms-conditions)

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