

## TERMS AND CONDITIONS FOR THE CERTIFICATION OF MANAGEMENT SYSTEMS

### INTRODUCTION

These terms and conditions (from hereon "the Conditions") shall apply to accredited auditing and certification company Intertek DIC A/S, CVR No 20 29 20 40 (from hereon "Intertek"), which is accredited by, inter alia, DANAK. In addition, Intertek enters into agreements with carefully chosen certification bodies on a global basis.

These Conditions are put in general terms, as the auditing and certification of enterprises and organisations shall be carried out within the context of the standard(s) specified in the proposal forwarded to the client.

Additional conditions for the certification of GMP+ and MSC/ASC are set out specifically in sections 8 and 9. In addition, Intertek also carries out external audits and supplier audits.

#### **Intertek offers three types of certification:**

- 1 Accredited certification, in which Intertek enters into a legally binding contract with the client.
- 2 Accredited certification through collaborators, in which Intertek ensures that there is a legally binding contract between the collaborator and the client (cf section 10).
- 3 Unaccredited certification.

Our certification shall only comprise the company's management system for the products and services provided by the enterprise and shall not include certification of the individual products. All enterprises/organisations, etc. have equal access to the services we offer in respect of certification of management systems.

The relationship between Intertek and the Client shall be regulated by the Conditions and the proposal forwarded to the Client. The proposal shall specify the Intertek services included in the agreement.

Upon placing an order for certification, the applicant enterprise/organization (the Client) shall be deemed to have accepted these Conditions.

The details of Intertek's audit process are available on Intertek's home page.

<http://www.intertek.com/knowledge-education/seven-steps-certification/>

### 1 CERTIFICATE

- 1.1 A certificate shall be issued to the Client, when an audit has verified that the Client's management system complies with the standards or requirements specified in the order/proposal and that the Client has committed itself to complying with these conditions. Generally, the original certificate is issued in Danish or, alternatively, in English.
- 1.2 The validity of the certificate may, depending on, inter alia, the management system, be limited to certain lines of business or certain product lines, etc, with the Client. The certificate shall be non-transferrable.
- 1.3 The certificate shall be valid for a three year period from the date of issue provided that Intertek's conditions for the certification of management systems and the conditions of applicable standards or requirements are complied with. On the basis of the results of the follow-up audits, the requirements shall be evaluated on a regular basis and a decision shall be made as to the continued validity of the certificate. Every third year, these evaluations shall be summarized and a total evaluation carried out.
- 1.4 Certification in accordance with standards or requirements shall not prevent authorities from carrying out inspections and controls, which may lead to the authorities intervening with compulsory measures as may be required.

The certified organisation (the Client) shall be entitled make use of the fact that it has been certified in its marketing or in other external

communications. However, the message shall be phrased in such a manner that it cannot be construed to mean that any products or services supplied have been certified. For this reason, Intertek's certification logo must not be displayed on products or packaging – including test reports or calibration certificates. Please confer with the table set out below.

	On products Cf note 1*	On larger boxes etc, which are used for transporting products, cf note 2*	In catalogues etc, for marketing purposes
Without description	Not permitted	Not permitted	Permitted
With description	Not permitted	Permitted	Permitted
With description but without logo (comment), cf note 4*	Not permitted	Permitted	Permitted

1\* May be a product in individual packaging, box, container. Also applies to tests, analyses and calibration reports

2\* May be packaging/carton or the like, which does not reach the end user

3\* Is to be used with a clear description of the type, eg "this product has been manufactured by a company whose quality-/environmental management system is certified in accordance with ISO 9001/14001"

4\* The description shall refer to

- 1) the identification (eg brand or name) of the certified client
- 2) the type of management system (eg quality, environment) and the relevant standard and
- 3) the certification body, which issued the certificate.

1.6 Further information on the marketing of certification obtained may be found at:

[http://www.iso.org/iso/publicizing\\_iso9001\\_iso14001\\_certification\\_2010.pdf](http://www.iso.org/iso/publicizing_iso9001_iso14001_certification_2010.pdf)

## 2 TERMINATION

If there is no other written agreement, an agreement for certification may be terminated by either party by giving three months' notice to the first day of a month. The certificate shall be revoked/withdrawn as set out at section 6.

When services ordered are subsequently cancelled, Intertek shall be entitled to compensation, as set out below:

- More than 30 days prior to audit,  
No charge,

- Less than 30 days prior to audit,  
50 percent of the audit fee,
- Less than 14 days prior to audit,  
100 percent of the audit fee.

## 3 PRICES AND PAYMENT

3.1 The price of the certification ordered shall be stated in the proposal.

3.2 Prices agreed at the start of the certification process shall be regulated by the percentage equivalent to the development in the net price index published by Statistics Denmark (in 2013 equivalent to 2.6 percent.).

3.3 Payment must be made according to the payment plan set out in the proposal and any further invoices issued by Intertek shall be paid net eight (8) days.

3.4 In the event of payment being delayed, Intertek shall be entitled to calculate default interest of 1 percent per month or part thereof.

## 4 THE DUTIES OF THE CLIENT

4.1 In order to obtain and maintain certification, the certified enterprise / organisation (the Client) shall commit to:

- Establishing a documented management system according to one or more of the requirements (cf. the section headed Introduction as well as the proposal), and maintaining the management system, for which the certificate has been issued.
- Permitting Intertek auditors access to premises and plants, in which activities within the scope of the certification are carried out.
- Ensuring that responsible staff are available during audits and that they

have information and relevant documentation to hand.

- ❑ Informing our auditors of cases which are relevant to the assessment of the management system.
- ❑ Documenting and answering any claims and customer complaints, and on the basis of these carry out rectifications required in relation to the certified management system, as well as allowing Intertek access to this documentation.
- ❑ Informing Intertek of changes in the organisation of the enterprise, its management, addresses and significant changes in processes. Changes may lead to a reassessment being carried out. The scope of a potential reassessment shall be determined by Intertek. Any reassessment shall be paid for by the Client.
- ❑ Informing Intertek if the enterprise is taken over by another enterprise or if the enterprise ceases to exist or if the status of the part of the enterprise for which the certification applies is changed in any other way.
- ❑ Informing Intertek immediately of any offences which relate to the standard or scope of certification, eg unlawful environmentally dangerous spills or contraventions of the legislation relating to food / health and safety at work.
- ❑ Recognising equivalent certificates of other enterprises. However, the Client shall not be obliged to waive its own assessment of an Intertek certified management system, if such an assessment is deemed necessary.

4.2 By accepting the proposal for certification, the Client shall be deemed to accept that

the respective accrediting body (DANAK, SWEDAC, DAKS, ASI, UKAS etc.) joins in audits as observers, if it so desires.

## **5 THE DUTIES OF THE CERTIFYING BODY (Intertek) AND LIMITATIONS**

- 5.1 In order to complete the task, the certification activities shall be completed according to the agreed plan.
- 5.2 A follow-up audit is carried out once, or alternatively twice, every year and may be either announced or unannounced. Further audits may be carried out in the event that Intertek deems it expedient or at the request of the certificate holder. The first follow-up audit after certification shall be carried out no later than 12 months after the date of determination (optimally within nine (9) months of the date of certification). Subsequent follow-up audits shall be carried out at least once every calendar year, with the exception of years of recertification.

A recertification is usually carried out every third year.

However, every year in the case of GTP, BRC and IFS et al.
- 5.3 Intertek undertakes to inform the certificate holder of any changes in standards or requirements within the scope of the agreed certificate.
- 5.4 Intertek undertakes to treat all information made available by the enterprise as confidential. A signed declaration of confidentiality has been signed by Intertek and all staff, board and committee members.
- 5.5 Auditors shall be selected with respect to the applicable provisions, ie in terms of independence and objectivity. However, provided a reason is stated, enterprises applying for certification shall be entitled to reject a proposed auditor.

Auditors may not be rejected in the course

of an auditing process.

5.6 In the event that the Client makes well-founded objections to the quality and objectivity of an auditor, and these objections are accepted by Intertek, Intertek shall carry out a re-audit using different auditors and at no additional expense to the Client.

5.7 Intertek shall not be held liable in the event that a third party issues a certificate in the name of Intertek, whether in whole or in part. This also applies to claims for damages on behalf of customers of the Client, which have been issued because clients' expectations in term of quality have not been met, or in those cases where an Intertek certificate is not admissible as evidence in disputes concerning eg product liability.

5.8 Intertek shall not at any time be held liable for punitive damages, financial losses, consequential losses, operating losses, lost time or other indirect losses, notwithstanding the fact that these may have arisen as a consequence of delays, the delivery of faulty goods or otherwise.

5.9 Intertek's liability for damages shall be a maximum of DKK 250,000 per Client.

## **6 REVOCATION / WITHDRAWAL OF CERTIFICATE**

6.1 In accordance with section 6.3, Intertek may revoke a certificate issued with immediate effect in the event that the Client is in breach of the duties listed. This shall be deemed to be a material breach. Intertek shall also be entitled to, on a case-by-case assessment, temporarily revoke a certificate until it has been rectified within a given time frame.

6.2 For the avoidance of doubt, and so as to allow the Client to improve its systems, such a revocation shall only take place after an exhaustive dialog with the Client in question and in any event only after 14 days' written notice having been provided.

6.3 Intertek shall be entitled to publish decisions to definitively or temporarily revoke a certificate. When a certificate is revoked, the Client is removed from the list of certificate holders.

6.4 Reasons (which also - but not only - constitute a material breach of agreement) for revoking a certificate may be, inter alia:

- ❑ That the Client seriously contravenes the conditions applying to the certification. Including that the Client does not comply with the legislation relating to environment, food or health and safety at work.
- ❑ That a significant deviation is established during a follow-up audit and corrective action on this deviation cannot be anticipated. This includes, inter alia, a lacking will to carry out corrective actions as submitted to the certificate holder by Intertek.
- ❑ A witness audit, during which our auditor cooperates with an auditor from GMP+ International in The Netherlands.
- ❑ A parallel audit, during which an auditor from GMP+ International carries out the audit himself – at no cost.
- ❑ That the certificate is exploited to establish a higher level of quality than that, for which the certificate has been issued or for enterprises which have not been audited. This includes the exploitation of or misrepresenting references to the certificate and the certification label in eg marketing material.
- ❑ That incomplete or untrue information is given in the course of certification audits or follow-up audits. This includes the non-disclosure of significant changes to the organisation and management system.

- ❑ That efficient action is not taken within a reasonable period of time to respond to customer complaints,
- ❑ That payments to Intertek are in default. This includes the enterprise/the Client entering into bankruptcy or being dissolved.

6.5 Upon revocation of the certificate, the certificate holder shall immediately surrender this to Intertek and ensure that all references to or mention of the certification are removed. If this has not been done within six (6) months from the date of the certificate being revoked, the option of issuing legal proceedings will be seriously considered, just like the Client shall be liable to pay a penalty of DKK 200,000.

## 7 COMPLAINTS

7.1 In the event that Intertek withdraws the certificate and in the event that the Client wishes to dispute the basis for so doing, the Client shall submit a complaint no later than six (6) weeks from the notification of the certificate having been withdrawn.

## 8 ADDITIONAL CONDITIONS RELATING TO GMP+ CERTIFICATIONS

8.1 Audit contents and frequency of GMP+- audits are carried out in accordance with the rules of GMP+ International. Changes to processes/contents are audited immediately. The following types of GMP+ audits exist:

- ❑ Certification audit
- ❑ Follow-up audit
- ❑ Re-certification audit

8.2 The information /data, noted by Intertek in the course of an audit, are forwarded to GMP+ International in digital form. The electronic files and written documents are kept for a maximum of six (6) years.

## 9 ADDITIONAL CONDITIONS RELATING TO MSC/ASC CERTIFICATIONS

9.1 The frequency and contents of MSC/ASC audits are carried out in accordance with the rules of Marine Stewardship Council (MSC) and Aquaculture Stewardship Council (ASC). Changes to processes/contents are audited immediately.

The following types of audits exist:

- ❑ Certification audit
- ❑ Follow-up audit
- ❑ Re-certificering audit
- ❑ Witness audit, in which the Intertek auditor cooperates with an ASI (Accreditation Service International) auditor
- ❑ Accelerated audit – including unannounced audit (the client accepts the obligation to permit access to their premises within 30 minutes of the auditor's arrival).

9.2 The certificate is issued in accordance with the rules laid down by MSC/ASC.

9.3 Applicants for MSC/ASC receive a package containing relevant information and conditions for certification and the use of logos on requests relating to MSC/ASC certification.

9.4 Intertek may suspend a certificate for the following reasons:

9.4.1 In the event that MSC/ASC suspends/rescinds an agreement on the use of ecolabel, Intertek is obliged to withdraw the certificate (this applies to both MSC and ASC).

9.4.2 In the event that a documented breach of the Chain of Custody has taken place due to the Client's acts or failure to act.

9.4.3 In the event that the Client has sold products as being certified, which turn out not to be certified.

9.4.4 In the event that the Client cannot document that products which are labelled or sold as being certified are actually certified.

9.4.5 In the event that the Client does not respond to major deviations within the time frame given.

9.4.6 In the event that a Client is notified of a group critical deviation within a group certification.

9.4.7 Applicable to CFO clients:

9.4.7.1 In the event that the Client has exceeded the number of major deviations.

9.4.7.2 In the event that the Client is notified of a major deviation in the same section of the CFO standard during a subsequent visit to the premises.

9.4.8 In the event that the client does not permit Intertek to carry out an audit within the time frame given.

9.5 The Client accepts that MSC, ASI or DIC collects samples of fish and shellfish, if this is required in order to test product approval.

9.6 The Client accepts providing the information required to trace or tally the logistics chain determined by MSC.

9.7 The Client accepts providing MSC with purchase and/or sales documentation for certified products on request, which will be shared with the certification body for suppliers or customers in the event of deviations having to be verified.

9.8 In the event of changes in the scope in relation to activity expansion with ASC, or new sub-suppliers these are to be notified to Intertek before the changes take effect as they require prior approval. In the event of changes in the species of fish or the supplier, Intertek must be informed within ten (10) days of the first delivery of the new species of fish having been received or before the first delivery is being taken from a new supplier. Any other changes are to be notified in connection with the following audit.

9.9 That the individual responsible for a group shall notify Intertek in good time, in the event that any enterprises within the group are to be suspended or in the event that the group is to be reduced or extended.

## 10 ACCREDITED CERTIFICATION

10.1 All ISO standards except DANAK ISO 9001 are dealt with by Intertek Certification AB's SWEDAC accreditation in accordance with ISO 17021:2015 5.1.2: "Certification agree-

ment". The certification body shall be a party to a legally binding agreement to supply certification activities to the client. In the event that a certification body has more than one office, or in the event that a client operates in several locations, the certification body shall also ensure that there is a legally binding agreement between the certification body issuing a certificate and the client for all locations, which are included in the sphere of application of the certificate.

10.2 The General terms and conditions of Intertek Certification AB must be adhered to – please cf. <http://www.intertek.se/systemcertifiering/>

10.3 DS/EN 1090 and DS/EN ISO 3834 certifications are carried out under DANAK's accreditation in accordance with ISO 17065:2012. Intertek shall be party to a binding agreement with the client for the supply of certification activities to the client. The agreement shall cover all the locations of the client, which are to be included in the certificate.

## 11 INTELLECTUAL PROPERTY RIGHTS

11.1 All intellectual property rights in relation to the services supplied are the sole property of Intertek or are licensed to Intertek, including any intellectual property rights which may arise as a consequence of the cooperation of the parties regarding the services.

## 12 CONFIDENTIALITY

12.1 Neither party shall divulge any confidential information received from the other party to any third party, just like neither party shall make use of confidential information received from the other party for any other purposes than those relating to the supply of the services to which these Conditions apply.

12.2 Confidential information does not include (i) information, which was already known to the recipient at the time when it was re-

ceived from the other party, (ii) information which has been publicly available without this having been due to wrongful conduct on the part of the recipient, (iii) information which has been lawfully received from a third party, which had the right to lawfully disseminate the information and (iv) information, which the recipient is obliged to pass on pursuant to legislation or judicial decisions.

### **13 AMENDING PROVISIONS AND STANDARDS**

13.1 Intertek reserves the right to amend these conditions with immediate effect – for example as a consequence of a change in standards/prescriptions and/or accreditation rules.

13.2 In the event that a standard, on which a certificate is based, is amended, in order for the validation of said certificate to be extended it is a requirement that the certificate holder undertakes to fulfil the requirements of the amended standard.

13.3 However, the certificate holder shall be given a reasonable period of time to adjust to the requirements of the amended standard if, for some reason, no other measures are available.

13.4 In the event that the amendments to the standard or the management system of the enterprise are significant, a reassessment may be required. Any reassessment shall be paid for by the certificate holder.

### **14 LIST OF CERTIFICATE HOLDERS**

14.1 A list of certificate holders is being maintained by Intertek. A copy may be requested from Intertek.

### **15 VENUE**

15.1 This agreement between Intertek and the Client shall be subject to and shall be interpreted in accordance with Danish law.

15.2 Any dispute arising in relation to this agreement, including disputes relating to the existence or validity of the agreement shall be sought resolved through negotiations to the widest extent possible.

15.3 In the event that negotiations are terminated without the dispute being resolved, the dispute shall be brought before for the District Court of Kolding as the agreed court of first instance.