

# Certification regulations

## Animal Feed

Certification regulations Animal Feed	Document : P6-01 Page : 1/12
Approved by the managing director and Advisory Board of Schouten Certification B.V.	Date approval : 06.11.2019 Date of publication : 01.12.2019 Effective date : 01.12.2019 Replaces version : 09.11.2018
<p>© <b>Schouten Certification B.V. (Giessen, the Netherlands)</b>  <i>All rights reserved. Unless otherwise stipulated by law, without written permission from Schouten Certification nothing from this publication may be reproduced and / or made public by means of photocopy, microfilm, storage in computer files or otherwise, which also applies to full or partial processing.</i></p> <p><i>Schouten Certification is entitled to the exclusions of third parties for the exclusion of anyone else to multiply and / or to act in and out of court for that purpose.</i></p> <p><i>Although the utmost care has been taken with this publication, errors and omissions cannot be entirely excluded. Schouten Certification therefore does not accept any liability, not even for direct or indirect damage, caused by or related to the application of publications published by Schouten Certification.</i></p>	

## General

This regulation applies to the following certification feed schemes:

- GMP + FC scheme
- OVOCOM FCA
- Self-checking guide G\_001
- VLOG
- SecureFeed
- HFA - Better for everyone
- CDG

The current version of these regulations has been changed on the following points compared to the previous version:

- Scheme requirements for assessing the gatekeeper principle (gatekeeper principle) from the GMP + FC scheme (C documents) have been copied in full in this document.
- Scheme requirements for the (timely) execution of (un) announced and renewal audits from the GMP + FC scheme (C documents) have been copied in full in this document.

### **Article 1**

These regulations for certification apply to Schouten Certification B.V. (contractor | hereinafter referred to as SC) and for the companies (client | organization | participant) that have themselves assessed by SC for obtaining a certificate. The certificate is issued to companies that are active in the animal feed sector.

In these regulations, certification means the activities carried out by SC on the basis of which it is stated that products and services from a company that are intended for use in the animal feed sector or the management system of a company that produces such a product or service (in the case of system certification), meet the requirements of the respective scheme owners specified in the certification agreement. The certificate gives customers and other stakeholders the legitimate expectation that the products, services or management system meet the applicable standards.

These regulations apply to certification of all standards used by SC. The provisions of these regulations apply even if there is a conflict with these regulations.

### **Article 2**

SC, insofar as the regulations do not set other requirements, applies the procedures as they apply in accordance with the certification scheme. In the implementation of certification, SC is bound by the requirements that are applied by governments, scheme owners and accreditation bodies. SC only provides the certificate on the basis of the current status of the product, service or management system, and not on the basis of expected (future) measures. In the information phase, SC sends the quotation request form to companies of the quotation.

Certification bodies must inform companies about the content (and changes) of requirements against which they test products, services or the management system. Governments, scheme owners and accreditation bodies inform animal feed companies through newsletters about (changes in) the requirements they publish and / or apply to companies. Companies wishing to be certified must register for the news items. During audits, the certification bodies test whether companies receive the newsletters and, if so, what follow-up is given.

### **Article 3 - employees**

SC has certification work carried out by qualified employees. The employees meet the competence requirements, as stated in the certification requirements of the respective scheme owner. Every new employee who is deployed for certification work is (if necessary) registered by the management with the respective scheme owner. Every SC employee who is deployed for certification work is obliged to follow the required training program. The management of SC is appointed as coordinator and acts as a contact person for the respective scheme owner. Where applicable, a replacement can be designated.

SC can delegate the execution of the certification work, or parts thereof, to independent and impartial third parties. Insofar as schedule and / or accreditation requirements have been established for these third parties, SC will only assign these activities to third parties that meet these requirements.

#### **Article 4 - certificate**

For the certificate issued by SC, it applies that the products, services or the management system meet the requirements described in the respective certification scheme. The text on the SC certificate meets the requirements described in the respective certification scheme. After the period of validity has expired, the certificate will be extended, after SC has again established that the products, services or management system meet the requirements. Duplicates and foreign language certificates are provided on request. The issue takes place in such a way that a unique and traceable certificate is always issued.

When using a logo associated with the certification scheme and / or the accreditation body by the company and / or SC, the requirements of the respective certification scheme and the accreditation body for the use of that logo apply in full. SC will monitor this during its audits.

In response to a request to change the scope of a certificate already granted, SC decides which assessment procedure is appropriate to determine whether or not the change is necessary and will then act accordingly.

#### **Article 5 - agreement**

Before the certification work starts, SC and the company conclude a certification agreement, in which at least the following is recorded:

- the description of the standards against which each product, service or management system must be certified;
- the scope of the desired certification;
- the statement that the company accepts to comply with the certification requirements and to provide any information necessary for the assessment of the products, services or management system to be certified;
- the possible contribution to the scheme owners;
- the description of the products, services or management system to be certified;
- the description of the certification system;
- the applicable regulations;
- the reimbursement to SC;
- the duration of the agreement.

When signing the certification agreement, the company accepts the obligations and consequences arising from the agreement, the certification regulations and the requirements in the certification scheme, such as:

- cooperating with audits by SC, the scheme owner and / or the accreditation body;
- providing assistance with additional (additional) audits in accordance with the requirements of the certification scheme;
- accepting that the scheme owner or legislator is informed about the outcome of audits in accordance with the requirements of the certification scheme;
- informing SC, the scheme owners and authorities within 12 hours after discovery of a contamination of the product and;
- the duration of a man-day (8 hours unless otherwise specified in the certification scheme).

The full list of requirements can be found in the applicable certification scheme.

For GMP + FSA certification, the following applies for the assessment of gatekeeper files. An X number of files is assessed depending on the number and type of files.

#### **GMP + FC scheme | addition to spending audit time for gatekeeper files**

For gatekeeper files no. 4, 5, 7, 8, 9 and 10 according to GMP+ C6 annex 2, per file 0.5 hours must be spent on review. For gatekeeper files no. 3 and 6 according to GMP+ C6 annex 2, per file 1.0 hours must be spent on review.

The minimum no. of gatekeeper files to be reviewed per certification cycle of 3 years according to GMP+ C6 annex 2:

No. of gatekeeper files	Minimum no. of gatekeeper files to be reviewed per 3 years	No. of gatekeeper files	Minimum no. of gatekeeper files to be reviewed per 3 years	No. of gatekeeper files	Minimum no. of gatekeeper files to be reviewed per 3 years
1 - 5	All files	16 – 30	7	51 - 100	9
6 - 10	5	31 – 50	8	101 and more	10
11 - 15	6				

Invoicing of the reviewed no. of gatekeeper files per audit is based upon sub-sequent calculation and the actual costs per man-day.

Invoicing of the number of assessed gatekeeper files per audit takes place at the applicable rate per man-day (hours converted into man-days) and on the basis of the number of gatekeeper files stated in the audit report.

## **The certification process**

### **Article 6 - application**

At the request of the company, SC will make a quotation for the performance of certification activities, whereby SC will inform the company of the main issues of the application procedure and the method to be used for this. SC also points out to the company these regulations, the most recent version of which is on the internet.

### **Article 7 - quotation**

SC assesses the certification application on the following components:

- the certification requirements are clearly determined, established and understood;
- every difference of opinion between SC and the company has been resolved;

SC is able to perform the certification work, taking into account the scope of the desired certification and, where applicable, the place where the company carries out its activities and any other specific requirement, such as the language used.

To conclude a certification agreement, SC must:

- ensure that the (future) company is not involved in an ongoing sanction in the area of the certification scheme or a certification scheme with a similar purpose. If the company has an ongoing sanction, SC must take this data into account to better understand the application and adjust it if necessary;
- check whether the company already has a unique identification number of the scheme owners. This identification number is directly linked to the official number of the company (eg legal entity's enterprise number, tax number, registration number with the competent authority) and remains in force until the official identification is changed. In the absence of a unique identification number of the scheme owners, SC submits a request for this directly to the scheme owners. To do this, SC communicates the exact name of the company, the legal status and the official identification number.

The scheme owners then announces the unique identification number of the company. SC communicates the unique identification number to the company.

### **Article 8 - communication**

Unless the applicable accreditation standard or legislation prescribes otherwise, the information about a specific product, service, management system or company is not disclosed to third parties without the company's written consent. When legislation requires information to be disclosed to a third party, the company is informed of the information communicated in accordance with the legal obligation. SC may not communicate to third parties about the application and the handling thereof, except with the permission of the company. Communications to the scheme owners are made in accordance with the requirements in the certification scheme. During the application process, the company may not give the impression that its product, service or management system is already certified.

### **Article 9 - agreement**

When the company has agreed with the quotation, the certification agreement referred to in Article 5 is concluded with it. SC starts the implementation of the certification procedure; that means, among other things, the planning, review of documents, on-site audit, reporting, final inspection, administrative processing and certificate decision and issue, within a reasonable period (3 months and depending on the availability of employees). In the event of changes to the certification requirements, SC will implement them immediately after the applicable implementation date.

### **Article 10 - audit team**

SC appoints a qualified audit team to perform the tasks related to the specific assessment. Team members must be free from prejudices and influences that could affect objectivity. Companies and third parties involved in certification must respect and support the independence and integrity of SC employees. Specific requirements with regard to professional expertise are stated in the requirements of the respective certification scheme.

### **Article 11 - initial audit**

The initial audit consists of stage 1 (document assessment whether or not partially on-site according to the requirements of the certification scheme) and stage 2 (audit on-site) in which SC assesses whether the company's products, services or management system are satisfactory to the standards described in the scope specified in the application and to the requirements laid down in the certification scheme. At stage 1 the scope is determined and it is determined whether the company is ready to undergo stage 2. The date and agenda of stage 2 are also determined.

Stage 1 ends with a final interview in which findings are discussed and recorded. If the findings and circumstances permit, then stage 2 can be carried out after stage 1.

In the certification of companies that are already certified (extension with an extra certificate), if the certification scheme permits, stage 1 is performed on initial assessments of that extra certificate on the basis of a document assessment only.

If this is provided for in the certification scheme, SC may issue to companies wishing to obtain a certificate for the first time, after stage 1, a temporary statement (certificate / acceptance) that is not renewable. The duration of this temporary statement is laid down in the certification scheme. A temporary statement may not be issued to a company that in the past already had a certificate according to the same certification scheme. A company that has a temporary statement is considered a "participant" and therefore appears on the public list of participating companies of the relevant certification scheme.

### **Article 12 - preparation (document assessment stage 1 - audit on-site stage 2)**

After the assignment, the audit team contacts the company to make arrangements for the course of stage 1 and stage 2. The company then has the right to indicate its objections to the composition of an audit team. The management of SC replaces where necessary.

Prior to stage 2, the documentation of the company and infrastructure is assessed to determine whether the audit criteria are met. If the compliance is not met, the audit team informs the company. The audit team decides, after consultation with the company, whether the audit will be continued or suspended until the problems are resolved.

The testing of products according to the methods described in the certification scheme takes place annually (if applicable) and can be part of the audit (s). Analyzes, which are part of audits, are performed by a laboratory that has an accredited ISO 17025 certificate for the requested analyzes and products.

If stage 1 shows that the company's system and infrastructure are not suitable to meet the requirements, the on-site audit will be delayed until the company has implemented corrective measures on the documented system.

The company makes SC all relevant documentation (including the management system or food safety system) available for the audits and furthermore provides all necessary openness and cooperation to the audit team. The audit team receives full access from the company to all relevant parts and information of the company.

SC requires the company to:

- make available to SC the records of all complaints and corrective measures taken in accordance with the requirements of the standard or other normative documents upon request;
- take appropriate measures with regard to such complaints and to any defect that is identified with products, services or the management system and that has an effect on their compliance with the certification requirements;
- mentions changes that significantly affect the design or specification of the product, service or management system, changes to the standards used to certify conformity, changes in ownership, structure or management at the company, if applicable, or when any other information suggests that the product, service or management system may no longer meet the requirements of the certification system;
- in the event of a report about a determined exceeding of a permitted level of contamination or a suspicion of contamination (at companies with a production and / or trade certificate), send an EWS report to:
  - the competent authority,
  - the relevant scheme owners and,
  - Schouten Certification.

Of course, the customers involved must also be informed of the contamination at the same time.

If in stage 1 deviations are found that in the opinion of the company and SC cannot be corrected within 6 months, a decision can be made to extend the application procedure in mutual consultation. Within this period the company must take corrective measures and have them assessed by SC.

If during audits a difference of opinion arises between the company and the audit team with regard to the interpretation of a standard requirement or the working method of SC, the company can make such a dispute known to the management of SC. The management will consult stakeholders and any other experts or interested parties. The management takes a decision and informs those involved about the decision.

If the budget or the timetable threatens to be exceeded when processing the application, SC will consult with the company about this.

If during stage 1 or stage 2 it appears that a positive decision on the granting of a certificate cannot reasonably be expected, the processing of the application may be terminated in mutual consultation. The company may at any time withdraw its request prematurely, without prejudice to its obligation to pay for costs already incurred by SC.

After stage 1, the audit team draws up an audit plan for stage 2. The starting points for the required audit time are the certification agreement with the company and the applicable certification scheme. The audit plan is assessed by the company and must be accepted by the company before the audit activities in stage 2 are started. If applicable, the audit team leader, in consultation with the audit team, assigns responsibility to each member of the audit team for performing audits on specific processes, functions, locations or activities. The members of the audit team study the information relevant to their duties and, where appropriate, prepare working documents for reference and for recording progress.

### **Introduction meeting**

An introductory meeting is held by the audit team at the start of each audit. During this introductory meeting, the following will in any case be discussed:

- presenting the audit team members;
- presenting the company officials present during the introductory meeting;
- the purpose of the audit (s);
- explaining the working method of the audit team during the audit (s);
- who guides the audit team during the days on which the audit (s) take place;
- the availability of an area where the audit team can withdraw for consultation or consideration.

### **Verification scope**

Before the start of stage 2, the scope (scope) of the certification must be verified. The scope must be unambiguously and unambiguously laid down and is also described in the certification agreement. Think about:

- products, services or the management system;
- locations;
- activities;
- services.

If the scope of the company does not match the description in the agreement, this must be reported to the management. This must assess whether the agreement needs to be adjusted. In addition, the name and address data, as included in SC's relationship management system, must be checked for accuracy and completeness.

### **Collect and verify information**

During the audit, the audit team collects and verifies, by means of appropriate samples, information that is relevant to the objectives, scope and criteria of the audit. The samples must be of sufficient size and depth, also with regard to the employees. Interviews must be conducted both with owners and with other employees. They must also be tested for knowledge and application of the procedures.

The information is collected through interviews, observation of activities, review of documents and testing where applicable. Only objective information may serve as audit evidence. The audit evidence is registered by the audit team.

### **Recording findings on working documents**

The evidence is assessed by the audit team on the basis of audit criteria, after which the findings are formulated. The findings indicate compliance with audit criteria or deviations therefrom. The deviations and the accompanying audit evidence are registered and classified by the audit team. The deviations are discussed by the audit team with the company to obtain confirmation that the audit evidence is accurate and that the deviations are understood.

The audit team makes every effort to resolve any differences of opinion with regard to the audit evidence and / or the audit findings. The unresolved problems are registered by the audit team.

The classification of the deviation takes place in accordance with the aforementioned criteria on the understanding that deviations that have a direct (adverse) influence on the product, service or management system, stand in the way of certification or the continuation of certification. This also applies to deviations that result from non-compliance with legislation. SC reports the deviations as indicated in the reporting model, as determined by the scheme owners in the certification scheme.

### **Final meeting**

In the final meeting, the audit team presents the audit quakes and conclusions in such a way that they are understood and recognized by the company. The company is given the opportunity to immediately formulate proposed improvement measures that will be included in the audit findings checklist by the company and / or the audit team. The audit team then determines the period within which the company must complete the corrective (and preventive) measures and, where applicable, send them to the audit team. A copy of the checklist with findings and improvement measures signed by both parties is left with the company.

Any differences of opinion about the audit findings and / or conclusions between the audit team and the company are discussed. The problems must be solved immediately if possible. If no agreement can be reached, all opinions are recorded by the audit team. The checklist must be signed by the audit team and the company immediately after the audit.

### **The audit report**

After the completion of stage 1 and / or stage 2, the audit team will prepare the audit report. The findings concerning all certification requirements are stated in the audit report. The audit report is always presented to the reviewer by the audit team. For the purpose of correct reporting, answering any subsequent questions, and demonstrability and traceability afterwards, the notes of the audit team and, as well as the burden of proof regarding the removal of deviations, must be kept in the (digital) audit file.

Within the period specified in the certification scheme (or 6 weeks if no period is set) after decision-making, the audit report is offered to the company. This report states (if applicable) any deviations that must be removed to meet all certification requirements, as well as the necessary additional audits or tests. The completion and effectiveness of the corrective measures as well as an analysis of the cause of non-conformities must be verified by the audit team. This verification can be part of a follow-up audit. If no deviations are recorded in the audit report, this will generally lead to a positive advice to the management (decision-maker).

### **Article 13 - certificate**

The certificate is issued by SC if the requirements of the certification scheme and the certification agreement between the company and SC are fully met. Within 2 weeks after completion of the review, the management of SC decides whether to grant or continue the certificate or the temporary statement. The decision is communicated in writing by SC to the company. If the decision is positive, the company will receive a certificate or the temporary statement. In the case of a negative decision, SC rejects the application, stating in writing the reasons that led to this decision. If an application has been rejected or the treatment has been terminated prematurely in mutual consultation, SC will only consider a renewed application after the company has taken corrective measures.

If required in the certification scheme, SC also reports to the scheme owners and provides the data referred to in the certification scheme (certificate and / or report). The scheme owners and / or SC manage and publish a public register of companies. The personal data in this regard relates to initial, first name, last name, gender, mobile number, e-mail address which are documented.

### **Change of scope - duplicates - foreign language certificates**

When applying for a change in the scope of a certificate that has already been granted, the management of SC decides which assessment procedure is suitable for determining whether or not the change is necessary and then act accordingly. The requirements stated in the certification scheme are leading. If provided for in the certification scheme, SC may, after an renewal audit, issue a temporary statement for the extension with an end date that may not exceed the anniversary date of decision-making on the next regular audit, with a maximum of 12 months. A company that already had a temporary statement or certificate for the activity in question in the past is not eligible for a new temporary statement.

Duplicates and foreign language certificates are provided on request. The issue takes place in such a way that a unique and traceable certificate is always issued.

### **Article 14 - supervision audits**

Supervision audits (also known as (un) announced, annual or supervision audits) and renewal audits (also called recertification, repeat or renewal audits) are performed periodically. Starting in 2018, companies with a GMP + FSA certificate including one or more scopes (activities) production will perform one of the two regular supervision audits unannounced in accordance with the requirements in the certification scheme. The duration of the unannounced audit is the same as that of the announced audit.

Supervision audits are conducted according to the respective certification scheme. Supervision audits are carried out at least once per calendar year, except in the year of the certificate's renewal. The date of the supervision audits may not be more than 12 or 24 months after the date of the certification decision. It may be necessary to adjust the frequency of surveillance audits to factors such as seasonal activities. In accordance with the requirements of the respective certification scheme, the failure to perform timely audits can lead to suspension of the certificate. It is the responsibility of the company to give SC the opportunity to conduct the supervision audits in a timely manner.

The renewal audit is carried out in accordance with the respective certification scheme and Articles 6 to 13, whereby the results of previous certification periods are included in the preparation of audits. For renewal audits, stage 1 is carried out on the basis of a document assessment. The frequency of audits (with a minimum of 1x per year) is determined per certification scheme.

Additional audits (extra supervision) or short-term audits can be performed if any information (deviations, complaints, violations in the event of suspension, etc.) suggests that the product, service or management system may no longer meet the requirements of the certification scheme. or if the company reports:

- changes that affect the design or specification of the product, service or management system significantly;
- changes to the standards used to certify conformity;
- changes in ownership, structure or management at the company.

The company does not have permission to release products or services, stating the relevant certificate, made after such changes, until SC has given its approval.

After the end date of the previous certificate, an audit following a possible request for "renewal" of the certificate is carried out as an initial audit. For the sake of completeness, it is added that the certificate immediately loses its validity after the end date.

When a participant switches to a new certification body, the audit reports (if justified and after written permission from the participant) will be made available to the new certification body.

#### **Article 15 - suspension / withdrawal**

A certificate or temporary statement can be withdrawn by SC with immediate effect if:

- a serious deviation was found during audits;
- adequate corrective measures are not taken or not taken in time during a period of suspension;
- the company has acted in serious conflict with one or more obligations under the certification agreement, which also includes financial obligations;
- the company is no longer formally active (for example after a bankruptcy or company closure);
- the company has seriously damaged SC's interests.

Withdrawal of the certificate or the temporary statement relates to the full scope of the certificate.

If it is determined that the certified company no longer meets the requirements of the certification agreement and / or the certification scheme, SC will, if applicable according to the certification scheme, immediately increase the audit frequency, or suspend or revoke the certificate or temporary statement. In the event of deviations that pose a direct threat to the food safety of the product, service and / or chain, the audit team must immediately inform SC's management. After the final determination, the audit team or management informs the scheme owners and competent authority (government) in accordance with the applicable procedures from the certification scheme. This also applies to the suspension or withdrawal of a certificate or temporary declaration.

In cases other than those mentioned above, the certificate or the temporary statement can only be withdrawn subject to a period of at least three full calendar months. Withdrawal must be notified by letter to the other party, stating the reason (s) and the date of withdrawal. Withdrawal of the certificate does not affect the (financial) obligations arising from the certification agreement that the company has vis-à-vis SC.

Termination of the certification agreement at the request of one or both parties is only possible with due observance of a period of at least three full calendar months. Termination must be notified to the other party by letter, stating the reason (s) and the date of termination. Termination does not affect the (financial) obligations arising from the certification agreement from the company vis-à-vis SC.

If a certificate for a certification scheme or part thereof that is not certified by SC of a participant is no longer withdrawn or suspended, the participant will immediately report this to SC. SC determines the next stages for all schemes for which the participant is SC certified.

## **Other provisions**

#### **Article 16 - complaints**

When SC receives a complaint from a third party about a certified company, SC will contact the company about the investigation to be carried out into the nature and cause of the complaint and will monitor the settlement within a reasonable period of time.

SC reserves the right to conduct an independent investigation in response to a complaint received. SC may charge the associated costs to the complainant or the company on the basis of dissimilarity.

If the complaint proves to be well-founded, this may lead SC to further consultation with the company about corrective measures, or to take a measure such as:

- a written warning;
- an additional audit;
- a suspension of the right to use the certificate during a certain period;
- immediate termination of the certificate.

When SC receives a complaint about its own services, it will handle it as follows.

Internal and external complaints can be caused by a different implementation of a procedure or instruction. These signals are treated as a complaint.

## **Responsibilities**

All employees are responsible for registering complaints that they identify. All complaints are handled directly by the management. The management handles the complaints to prevent them from being handled by an employee to whom they may relate. If the complaint relates to the management, then it will be handled by its replacement. The management is also responsible for analysis and reporting of all findings with regard to complaint registration. The mediation committee (disputes committee) handles requests for mediation.

## **Method**

Every employee is authorized and obliged to register established complaints and to report to the management. An internal form will be used for this. Other persons directly and indirectly involved can pass on the complaint they have found via the contact form on the SC website. After sending the message, the signal is sent to the management of SC.

The management will ensure that measures are taken without delay to eliminate and / or limit the negative consequences of the complaint. Furthermore, under the responsibility of the management, measures are taken to eliminate the cause of complaints and to prevent a recurrence.

The following stages are taken:

- assessing complaints;
- determining the causes of complaints;
- assessing the need to take measures to ensure that complaints do not recur;
- determining and implementing the necessary measures;
- registering the results of the measures taken;
- assessing the corrective measures taken.

## **Disputes**

If a difference of opinion arises between the organization and the auditor during the inspection or audit with regard to the interpretation of a standard requirement or SC's working method, the organization can make such a dispute known to the management. The management will consult stakeholders and any other experts or interested parties. The management takes a decision and informs those involved about the decision.

## **Appeal procedure**

An appeal can be made against a decision of SC within 30 days after the date of that decision or measure and an application can be submitted to the mediation committee.

If a certification scheme recognizes an external appeal procedure, an appeal can only be submitted to this external organization after all SC's appeal options have been completed.

## **Registration**

The management keeps a record of all complaints, disputes and appeals that are related to the assessment, as well as the corrective measures.

Appeals, complaints and disputes are a source of information for possible shortcomings. The management investigates the cause of all deficiencies found and ensures that appropriate measures are taken. If necessary, preventive measures are taken against potential shortcomings within the assessment system. The management records the measures taken and their effectiveness.

Every year the management evaluates the registration of complaints, disputes and appeals and performs a further analysis. This analysis is used as input for the annual evaluation of the own quality system by the management.

## **Article 17 - damage**

SC is not liable for damage, in whatever form, arising in connection with the application, entering into, execution and / or termination of the certification agreement or the use of the certificate, unless and insofar as the damage is due. is intentional or grossly negligent or gross negligence of SC. The company indemnifies SC against all claims and claims for damages in respect of third parties.

### **Article 18 - costs**

SC charges the company for costs related to the certification, as agreed in writing with the company. The reimbursement can be adjusted annually to the CBS price development without prior notice. The company must pay the costs charged by SC within the period stated on the invoice. If the company does not want the execution of the agreement with SC to be carried out within the stipulated period, the company undertakes towards SC to request a postponement of the execution in writing at the latest 20 working days before the agreed execution of the agreement.

If the company has not made the request for deferment, or has not done so in time in the manner described above, SC is entitled to charge a percentage of the amount agreed for the work in question. The percentage that will be charged depends on the period when the work is postponed:

- within 20 working days before the start of the work => 10%;
- within 10 working days before the start of the work => 40%;
- within 5 working days before the start of the work => 100%.

### **Invoice - payment**

The amounts due to SC are charged to the company after work has been carried out. The company must pay SC. Payment to SC must be received within 14 days of the invoice date, unless otherwise agreed in writing.

- If the payment term is exceeded, the company is in default, without further notice being required.
- SC If the payment term is exceeded, SC is entitled to charge the statutory interest in accordance with the Dutch Civil Code Book Article 6: 119a.
- SC A complaint regarding the invoice must be reported to SC in writing within eight (8) days after the invoice date. The company is then deemed to have approved the invoice.
- Payments must be made directly to SC. Payment to representatives or agents does not release the company from its payment obligations under any circumstances.
- All taxes, duties and other costs related to payments are for the account of the company.
- Submitting a claim as a result of a complaint or submitting a request for mediation as described in Article 22 of the Certification Regulations for Feeding stuffs, does not suspend the payment obligation and other obligations on the part of the company and changes or destroys it does not, regardless of whether the claim or complaint is accepted.
- The company has no right to ...
  - apply a discount of any kind without the prior written consent of SC;
  - settle any claim and / or;
  - deduct payment obligations from other amounts owed between parties.
- In the event of late payment by judicial or other means, the amount of the claim is increased by 10% administration costs, while the judicial and extrajudicial costs are charged to the company up to the amount paid or due by SC minimum of EUR 250 plus sales tax or its equivalent in a different currency on the date of payment.

### **Article 19 - working conditions**

The company must ensure that the working conditions in its company are such that there is no danger to the safety and health of the SC audit team, the accreditation body or the scheme owners during the performance of work. If necessary, the company must provide safety equipment with the accompanying instruction.

### **Article 20 – logo (trademark)**

The certified company may use the logo as mentioned in the scheme owner's certification scheme. The company strictly complies with the requirements laid down for this by the scheme owners. It is not permitted to use the accreditation logo, other than on the certificate.

SC undertakes to ensure that third parties do not make improper use of certificates. This also includes use during a period of suspension or use after termination of a certificate. SC may, whether or not together with certified companies, make a claim against third parties who make improper use of certificates.

The company may not use the certificate from the date of termination of the certificate or during a period of suspension of the right to use the certificate. Nor should it give the impression that it would still be entitled to use the certificate. In the event of a violation of this provision, the company must pay SC an immediately due and payable penalty of EUR 7,500, as well as a penalty of EUR 750 for each day that the violation continues.

SC will use all legal options at its disposal to prevent or remove violations with regard to this article.

### **Article 21 - confidentiality**

Employees of SC are obliged to secrecy toward third parties concerning all information that they become aware of as a result of the performance of certification activities. When employees (experts) are involved, they will sign a statement in which the confidentiality obligation as laid down in this article is regulated. The company must inform the employees themselves that personal data can be viewed or documented during audits.

### **Article 22 - appeal**

Interested parties may submit a request for mediation to a mediation committee within 30 days of the date of a decision by SC related to the technical and procedural aspects of certification. A request for mediation takes place on the basis of the Schouten Certification Mediation Regulations. The Mediation Regulations can be requested from SC. The request for mediation does not affect SC's decision until the mediation committee has made a decision in this regard.

If the aforementioned dispute procedure does not lead to a solution, the dispute can be handled in a second instance in accordance with the dispute regulations as referred to in the documents of the certification scheme. This appeal to an external organization can only be submitted after all appeal options have been completed at SC.

### **Article 23 - accreditation / acceptance**

If SC is no longer accredited or recognized by a scheme owners, SC will report this to the competent authorities and / or other scheme owners.

Furthermore, this may mean that the companies it certifies are forced to change certification bodies if they want to keep their certification. SC will, if this occurs, endeavor, where possible, to lend its cooperation to the transition from companies certified by it to another certification body.

Certification bodies that are committed to monitoring the certification of those companies must conclude an agreement that covers the duration of the remaining certification. The intention is that the company will not suffer financially from this change of agreement. It must therefore describe similar financial conditions or reduced conditions for the audits during the remaining duration of the current certificate.

A specified request to settle any differences between the costs to be incurred by the new certification body and SC can be submitted to SC. Such a request is assessed by SC. In principle, there can be no difference for the company, as the scheme owners of the new certification body requires that it "applies similar financial conditions or reduced conditions for the remaining duration of the current certificate".

### **Article 24**

These regulations can be cited under the name "Certification regulations for animal feeds". Amendments to these regulations will only take effect after approval by SC's internal advisory board and disclosure by SC, stating the time of entry into force.

- end -