

ASI Food Safety  
Product Certification Agreement  
Section IV – Maintaining and Using the Certificate



1. Maintaining the Certificate
  - 1.1. Supplier must at all times ensure that the requirements of Certification Scheme(s) are complied with; Supplier must take necessary action in accordance with reported non-conformities.
  - 1.2. Supplier must undergo all scheduled audits and visits.
  - 1.3. Supplier must report in writing all changes in its ownership, location, operations and management systems (changes in organization, new products and services, location, major incidents or stakeholder disputes etc.), which may reasonably affect the Certificate of Conformity, to ASI Food Safety within a reasonable time and preferably before execution of such change. Based on this, and provided that the Supplier wants to maintain the Certificate of Conformity, ASI Food Safety may request supporting documentation or decide to conduct an unscheduled audit before issuing a scope extension or a new Certificate of Conformity.
  - 1.4. Supplier must comply with the terms of the Agreement.
  - 1.5. Supplier must provide an unaltered copy of their certificate if requested by others. The audit document must be reproduced in its entirety or as specified by the scheme owner.
  - 1.6. Supplier shall not make or permit misleading statements regarding its product certification, with regards to media such as documents, brochures or advertising.
  - 1.7. Supplier will not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider misleading or unauthorized.
2. Suspension or withdrawal of the Certificate
  - 2.1. Failure by the Supplier to meet the requirements for maintaining the Certificate in clause 1 above or the Agreement may result in suspension or withdrawal of the Certificate by ASI Food Safety.
  - 2.2. The Certificate may be suspended if;
    - a) Supplier fails to comply with the agreed time schedule and assessment plan as established by the Scheme owner or;
    - b) Supplier receives a "F" failure during a recertification audit or;
    - c) Corrective actions to identified non-conformities are not implemented within the set time limit established by the Scheme owner or;
    - d) Supplier fails to pay the fees due, upon written notice from ASI Food Safety.
    - e) Payment not received 45 days after the audit, will result in suspension of the Certificate. Written notification will be sent to the customer and SQFI of non-payment and certificate suspension.
  - 2.3. The Certificate may be withdrawn with immediate effect if;
    - a) Inadequate measures are taken by Supplier after suspension and subsequent notice of withdrawal by ASI Food Safety;
    - b) The Supplier has falsified records or;
    - c) Supplier fails to comply with the Certificate of registration or;
    - d) An order is made or a resolution passed for the closure of the supplier or the supplier ceases to carry on business or becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors or makes any arrangement or composition with its creditors.
    - e) Material breach of the Agreement or;
    - f) Infringement of ASI Food Safety' property rights in any way,
    - g) Supplier does not pay fees after prior suspension for the same cause, always provided that in case of disputed amounts the Certificate will not be withdrawn until a final legal resolution has been reached in favor of ASI Food Safety and Supplier fails to pay the fees awarded with the time limit set by the court.
  - 2.4. The Suspended Certificate will be reinstated if;
    - a) ASI verifies that the immediate correction has been taken by the means of an on-site audit and within thirty (30) calendar days of receiving the corrective action plan
    - b) When corrective action has been successfully implemented, ASI will re-instate the suppliers status on the SQFI Database and give written notice to the supplier that their certificate is no longer suspended and will copy SQFI on the notice indicating the reinstatement of the certificate
    - c) Not more than six (6) months after suspension, ASI will conduct a surveillance audit to verify the effective implementation of the corrective action plan and that the supplier's SQF System is achieving stated objectives

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3. Using the SQF Logo
  - 3.1. Before Certification for the SQF logo use is issued, ASI needs signed confirmation that the Supplier read and acknowledges compliance to the SQF Logo Rules of Use provided by ASI.
  - 3.2. Supplier shall not make or permit misleading statements regarding its Certification.
  - 3.3. Supplier may only utilize the Certification, including the use of the SQF Logo for all levels of Certification, provided they hold a valid Certificate. Reference to the Certification and use of the SQF Logo must not imply that the certification applies to activities that are outside of the scope of certification.
  - 3.4. The SQF Logo must only be shown in standard size and design; this may be obtained from ASI Food Safety on request. The SQF Logo must never be shown as larger than Supplier's own logo, but the SQF Logo must always be shown in its entirety.
  - 3.5. Supplier must obtain written permission from ASI Food Safety in respect of use of the SQF Logo.
  - 3.6. In case of suspension or withdrawal of a certificate the Supplier must discontinue its use of the SQF Logo on all advertising, marketing, packaging supplies, products and all websites and printed material.
  - 3.7. In case of incorrect reference to Certification status or misleading use of the SQF Logo, ASI Food Safety may request corrective actions, suspension or withdrawal of certificate, or if necessary, legal action.
  - 3.8. For additional grounds for suspending or ceasing use of the SQF Logo **(Reference Appendix 3 of SQF Code)**.
  
4. Using the SQF Quality Shield for **LEVEL 3 ONLY**
  - 4.1. Before the SQF Quality Shield is issued, ASI needs signed confirmation that the Supplier read and acknowledges compliance to the SQF Quality Shield Rules of Use provided by ASI.
  - 4.2. Supplier shall not make or permit misleading statements regarding its Certification.
  - 4.3. Supplier may only utilize the SQF Quality Shield, provided they hold a valid Certificate. Reference to the Certification and use of the Quality Shield must comply with activities within the scope of certification.
  - 4.4. The SQF Quality Shield must only be shown in standard size and design; this may be obtained from ASI Food Safety on request. The SQF Quality Shield must never be shown as larger than Supplier's own logo, but the SQF Quality Shield must always be shown in its entirety with the Suppliers Unique Certification Number on the shield.
  - 4.5. Supplier must obtain written permission from ASI Food Safety in respect of use of the SQF Quality Shield for any use other than letters, documents, products and other promotional materials.
  - 4.6. In case of suspension or withdrawal of a certificate the Supplier must discontinue its use of the SQF Quality Shield on all advertising, marketing, packaging supplies, products and all websites and printed material.
  - 4.7. In case of incorrect reference to Certification status or misleading use of SQF Quality Shield, ASI Food Safety may request corrective actions, suspension or withdrawal of certificate, or if necessary, legal action.
  - 4.8. For additional grounds for suspending or ceasing use of the SQF Shield **(Reference Appendix 3 of SQF Code)**.