

ASI Food Safety  
Product Certification Agreement  
Section III – General Terms and Conditions



1. Work Execution
  - 1.1. ASI Food Safety shall execute the work in a professional manner and in accordance with the provisions of this Agreement and the criteria of the relevant Food Safety Scheme. All information for evaluation procedures is available upon request or through the Scheme owner's website. Any clarification will be provided for the understanding of the Scheme requirements.
  - 1.2. The Supplier shall ensure that ASI Food Safety with out undue delay receives all relevant information and documentation necessary to perform activities covered within this Agreement. The Supplier shall further ensure that ASI Food Safety' representative(s) is given access to work sites.

The certification body shall require the supplier of certified products to:

    - a) Keep a record of all complaints made known to the supplier relating to a product's compliance with requirements of the relevant standard and to make these records available to the certification body when requested;
    - b) Take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification;
    - c) Document the actions taken.
  - 1.3. Any documented error or deficit in the Work will be rectified by ASI Food Safety within a reasonable period of time, at ASI Food Safety' sole cost, provided said error or defect is not attributed to the Supplier, Supplier's affiliates or Supplier's subcontractors and ASI Food Safety is duly notified of said error or defect within sixty (60) days after completion of the Work.
2. Assignment
  - 2.1. ASI Food Safety shall have the right to transfer, assign or subcontract all or parts of its rights and duties under this Agreement.
  - 2.2. Supplier has the right to a qualified auditor for services covered within this Agreement.
3. Issuance of Certificate
  - 3.1. Upon completion of the certification process, ASI Food Safety will issue the Certificate to the Supplier, provided ASI Food Safety finds there is conformance with the relevant Management Certification Scheme.
  - 3.2. ASI Food Safety may suspend or withdraw any Certificate issued with immediate effect, if the requirements of the relevant Management Certification Scheme are no longer satisfied or if payment by the Supplier is not made in accordance to this Agreement.
4. Safety, Health and Environment (SHE)
  - 4.1. The Supplier shall inform ASI Food Safety of any real or potential SHE hazard which may be relevant to involved or introduced in the Work and/or any necessary safety measures and personal protective equipment required for the Work, prior to or during the performance of the Work.
  - 4.2. Whenever ASI Food Safety conducts audits on site, the Supplier shall provide all adequate safety measures to ensure a working environment that is safe.
5. Remuneration
  - 5.1. The Supplier shall pay ASI Food Safety for the services, as specified in Section II – Scope of Services and Remuneration – of this Agreement.
6. Progress of the Services
  - 6.1. ASI Food Safety shall provide the Supplier with a suggested time schedule and agenda, including dates and locations for the execution of the Services. When dates are accepted by Supplier, the schedule and agenda will become part of this Agreement.
  - 6.2. Supplier shall notify ASI Food Safety in writing if it decides to postpone or cancel a scheduled audit. Supplier shall pay to ASI Food Safety a postponement/cancellation fee if the Notification is received by ASI Food Safety less than thirty (30) days prior to the date of a scheduled audit. The amount of postponement/cancellation fee shall be as follows:
    - a) If Notification is received less than thirty (30) days but more than fourteen (14) days prior to the date of the scheduled audit(s), the fee will be 10% of the fee for the scheduled audit(s).
    - b) If Notification is received less than fourteen (14) days prior to the scheduled audit(s), the fee will be 50% of the fee for the scheduled audit(s).
7. Amendments
  - 7.1. The Supplier shall be entitled to request additional work under this Agreement.
  - 7.2. All amendment requests shall be in writing, clearly defining the change requested.
  - 7.3. No amendment shall be implemented before the parties have reached an agreement regarding the change, fees and time schedule.
8. Duration and Termination
  - 8.1. This Agreement shall remain in full force and effect until terminated by any one of the parties upon thirty (30) days written notice to the other party.
  - 8.2. In the event of termination according to article 8.1 above, the Supplier shall pay ASI Food Safety for the work performed up to the date of termination, and all cost and expenses reasonably incurred by ASI Food Safety as a consequence of such termination.
  - 8.3. Both Supplier and ASI Food Safety shall have the right to terminate this Agreement with immediate effect if the other party is in material breach of its obligations hereunder.

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9. Confidentiality
  - 9.1. The Supplier and ASI Food Safety mutually agree not to disclose to any third party without the prior written consent of the other party, any information obtained from the other party related to this Agreement.
  - 9.2. Each party shall be free to disclose such information when required to be disclosed by public authorities in accordance with applicable law, or required to be disclosed by the relevant Accreditation Authority.
  - 9.3. Both parties may disclose information to their subcontractors without prior written consent to the extent necessary to complete the Work, provided that a written confidentiality agreement reflecting the principles above is entered into with such subcontractors.
  - 9.4. Supplier hereby authorizes ASI Food Safety to use confidential information generated by ASI Food Safety for statistical and analytical purposes, always provided that such Confidential Information is made anonymous.
  - 9.5. Supplier understands by signing this quote agreement that ASI will release details of the Supplier's Certificate of Registration for public display to SQFI web site as follows:
    - a.) Supplier Name, Country, Certificate Type and Number, Certification Expiry Date, Food Sector Category(s), Product(s) covered by the Certificate of Registration.
  - 9.6. Supplier understands by signing this quote agreement that ASI will release details of the Certificate of Registration for public display to their suppliers via the SQFI web site as follows:
    - a.) Supplier/Retailer Name, Supplier Name, Country, Certificate Type and Number, Certification Expiry Date, Food Sector Category(s), Product(s) covered by the Certificate of Registration, Company representative Name and Contact Details, Audit Rating, Name of Certification Body, Auditor Name, Audit Frequency, Date of Last Audit, Date of Next Audit.
10. Intellectual Property Rights
  - 10.1. SQFI has full ownership rights to the deliverables completed by ASI Food Safety as part of the Work, including the Audit Report and the Certificate. Supplier shall have free use of the Certificate as determined by the Audit Scheme and the material content of the Audit Report.
  - 10.2. Supplier shall save, indemnify, defend and hold harmless ASI Food Safety from all claims, losses, damages, cost (including legal cost), expenses and liabilities of every kind arising out of any alleged infringement of any patent or proprietary or protected rights arising out of or in connection with the execution of the obligations of ASI Food Safety under this Agreement.
11. Indemnities and Limitation of Liability
  - 11.1. The Supplier shall indemnify, defend and hold ASI Food Safety harmless from all losses, cost and expenses incurred by ASI Food Safety as a consequence of a failure of the Customer to fulfill its obligations according to Article 1.2 above.
  - 11.2. The Supplier shall indemnify, defend and hold ASI Food Safety harmless from any loss or damage related to or arising out of any breach of Section IV – Maintaining and Using Certificate of Compliance and ASI Food Safety Logo in relation to the Certificate issued under this Agreement.
  - 11.3. ASI Food Safety shall indemnify, defend and hold harmless the Supplier from and against any and all losses, claims and liabilities related to or arising out of this Agreement as a result of:
    - a) Death of or Personal Injury to any employees, representatives or subcontractor of ASI Food Safety,
    - b) The loss or damage to property or employees, representatives or subcontractors of ASI Food Safety,
    - c) All consequential, special or incidental cost, losses or damages (whether direct or indirect) suffered by ASI Food Safety.This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of supplier except in the instance of gross negligence, and/or willful misconduct.
  - 11.4. The Supplier shall indemnify, defend and hold harmless ASI Food Safety from and against any and all losses, claims and liabilities related to or arising out of this Agreement as a result of:
    - a) Death of or Personal Injury to any employees, representatives or subcontractor of The Supplier or its affiliates,
    - b) The loss or damage to property or employees, representatives or subcontractors of The Supplier or its affiliates,
    - c) All consequential, special or incidental cost, losses or damages (whether direct or indirect) suffered by the Supplier.This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of ASI Food Safety except in the instance of gross negligence, and/or willful misconduct.
  - 11.5. Each party shall be responsible for and accept full liability for its own acts or omissions leading to the loss of or damage to any third party.
  - 11.6. Except as stated in Articles 1.3 and 11.3 above, ASI Food Safety' maximum cumulative liability arising out of or related to this agreement shall be limited to an amount equal to five (5) time the remuneration paid to ASI Food Safety under this agreement by the Supplier or USD 100,000, whichever is the less.
  - 11.7. If either party becomes aware of any incidents likely to give rise to a claim under the above indemnities, he shall notify the other party immediately.
12. Unexpected or uncontrollable event  
Delay in or failure of performance of either party shall not constitute a default or give rise to any claim for damage if and to the extent such delay or failure is caused by any event beyond the control of the party affected which the party had no reasonable way of preventing or grounds to anticipate, including but not limited to an act of war, natural disaster, fire, explosion, labor dispute. The effected party shall immediately notify the other party in writing of the cause and expected duration of such occurrence.

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13. Law
- 13.1. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- 13.2. Any dispute arising in relation to or as a consequence of this Agreement, which cannot be settled amicably through negotiations between the parties shall be subject to the courts of St. Louis County, Missouri.
14. Responsibilities of Supplier
- 14.1. Supplier agrees promptly to supply ASI Food Safety with full and accurate information and co-operation in response to all requests by ASI Food Safety and its employees including work and access.
- 14.2. Since audits are based on a variety of criteria, should any change occur, ASI Food Safety reserves the right to increase and/or decrease the duration of the audits.
- 14.3. The Supplier is required to report a conflict of interest when one exists.
- 14.4. When changes occur with the scheme, ASI as well the scheme owner, will notify the supplier. It is the responsibility of the supplier to ensure that those changes are implemented and will be evaluated on the next scheduled audit.
- 14.5. The supplier is required to keep records of any complaints to compliance with certification requirements and must make these documents available to the certification body and auditor upon request.
- 14.6. The supplier is required to download the appropriate guidance documents from the SQFI website [www.sqfi.com](http://www.sqfi.com) and adhere to the requirements of the SQF Code.
15. RIGHT OF ACCESS
- Supplier agrees to permit the ASI Food Safety audit team to be accompanied at any time by the relevant accrediting body or sector scheme recognition body (Example: SQF, ANSI, etc.)("Accrediting Body"). The purpose of the Accrediting Body accompanying ASI Food Safety is to witness or observe the ASI Food Safety audit team and the assessment process since such entities make this a mandatory requirement. ASI Food Safety is also authorized to provide Accrediting Body a copy of the audit report. All aspects of the witnessed or observed ASI Food Safety audit will remain confidential and will only be available to the foregoing noted entities associated with the relevant standard accreditation or sector scheme recognition. ASI Food Safety reserves the right to conduct an SQF witness or shadow audit which is to confirm that the ASI Food Safety auditor is conducting the audit in accordance to ASI and the Audit Scheme owner protocols. The purpose of the witness or shadow auditor accompanying the SQF Auditor is to witness or observe the SQF Auditor and the assessment process as a mandatory requirement of SQF. The supplier will be notified via confirmation letter prior to this occurring.
16. General Conditions
- 16.1. Authorization to perform certification activities
- The SQF Code is the property of the Food Marketing Institute, who established the SQFI-SQF Institute division to manage the certification scheme. The Supplier is aware that ASI Food Safety is licensed by the SQF Institute and accredited under ANSI to conduct audits and issue Certificates according to the SQF program.
- 16.2. SQF Fee payment
- ASI Food Safety may collect, on behalf of SQFI, the Administration Fee established by SQFI itself. The fee is due irrespective of the outcome of the audit and/or certification process.
- 16.3. Audit execution
- The audits MUST be carried out during production, and the supplier is responsible for ensuring that on the evaluation day, the production schedule includes products within the scope of certification.
- 16.4. Initial Audit – records
- The records must allow an evaluation of the systematic implementation of the standard's clauses. The requirement is considered satisfied if sufficient amount of records are available during the audit.
17. Management of Incidents/Product Recalls
- If the Supplier becomes aware of legal actions relating to product safety or legality or if the supplier implements product recall (Class 1 or Class 2), it must inform the GFSI Technical Director Jane Griffith with ASI Food Safety at 215-603-2348 and [jgriffith372@gmail.com](mailto:jgriffith372@gmail.com) as well as SQFI at [foodsafetycrisis@sqfi.com](mailto:foodsafetycrisis@sqfi.com) in writing within 24 hours upon initiation of a food safety event. ASI Food Safety will assess the situation and notify the Audit Scheme owner about the recall and the subsequent implications for the certificate, including certificate withdrawal. If there is a likelihood that the legal proceedings will lead to adverse publicity or Government intervention, ASI Food Safety will immediately inform the audit scheme owner of the incident.
18. Exception to the Confidentiality Clause
- The Supplier is aware that the certification rules established by the audit scheme owner to oblige ASI Food Safety to provide the audit scheme owner with information concerning the company, the certification process and the certification status, and that this is an exception to the confidentiality clause undersigned by ASI Food Safety in the framework of the accredited certification process. Therefore, the Supplier IRREVOCABLY AUTHORIZES ASI Food Safety to communicate any change of the certification status for any reason to SQFI including the reports, the certificates, all the details and whatever the results of the audits may be. Details about supplier's certification status and audit results will be available online at [www.sqfi.com](http://www.sqfi.com).
19. Additional audits
- When considered necessary (for example following motivated complaints or notice of legal action on product safety), ASI Food Safety may carry out extra partial or total audits, with or without notice. The cost of these additional activities shall be borne in full by the Supplier.

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20. Appeals, Complaints and Disputes

ASI appeals, complaints and disputes are dealt with on a case by case basis. Appeals, complaints and disputes may be identified by Employees, Auditors or Suppliers and Buyers. ASI will eliminate any persons involved that could compromise impartiality of the investigation. A minimum of two members of the Quality Team will make the ultimate decision on the appeals, complaints or disputes. The policy for handling appeals, complaints and disputes is as follows and will be made available to the specific scheme owner upon request:

1. Any individual who has an appeal, complaint or dispute can initiate the process by submitting the Appeals, Complaints or Disputes Form to any Quality Team member and or Senior Management for investigation. Process can also be initiated online via ASI website.
2. Quality Team Member and or senior management acknowledges and documents receipt of formal complaint and will gather and verify all necessary information to validate the appeal within 20 days.
3. The decision resolving the appeal and or complaint shall be made by, or reviewed by, individual(s) not involved in the activities related to the complaint.
4. A review of the decisions and corrective action plan for the appeal and or complaint will occur within 30 days of the original appeal and or complaint date.
5. The Quality Team shall give formal written notice of the outcome and end of the complaint process to the complainant within 30 days of initiated appeal and or complaint.
6. Regardless of appeal and or complaint, a suspension/withdrawal of certification will not be delayed.
7. All findings, support documentation will be stored in DSS under keyword 'Complaints'.

If a complaint is about a supplier from other parties, ASI will investigate and resolve the matter without delay. A record of all complaints, appeals and disputes and their resolutions will be kept on file. Regardless of appeal and or complaint, a suspension/withdrawal of certification will not be delayed. Upon investigation of a complaint, if it is determined there is a substantiated breakdown of a supplier's food safety or product quality system or any other condition not in accordance with the scheme owner, ASI shall suspend the certificate as required by the scheme owner.

If a complaint is related to the Quality Manager, the information will be forwarded to Senior Management. They will conduct a review independent of the Quality Manager within 30 days. Remedial training will be provided and documented by Senior Management if applicable.