

RULES FOR CERTIFICATION

AGAINST

**ISO 9001, ISO 14001, ISO 50001,
OHSAS 18001, ISO 45001, IATF
16949, GRA, IFS, GLOBALG.A.P.,
RSPO, NON-ACCREDITED
STANDARDS**

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1. Introduction

- 1.1. Intertek is an accredited certification body providing services for auditing, certification and monitoring of management systems, standards and regulations. These services are provided under the observance of the current regulations of the responsible accreditation bodies. The services will be non-discriminatory and in compliance with the principle of equal treatment. Insofar as Intertek does not itself have the accreditation in the requested area, in the individual case, appropriate qualified cooperation partners are integrated into the process. The auditing is carried out by permanent staff or a freelance specialist.
- 1.2. Certification is based on ISO / IEC 17065 or ISO / IEC17021-1. In the event that the standard or the guide is revised, or another or additional standard is released by the accreditation body, these rules will be adapted as required. A revised version will be sent to client, if required. If the client does not accept the amended version, he has an extraordinary right of termination without observance of time limits.

2. Application, certification contract, obligations

2.1. Certification Contract

Before starting the certification process the following has to be clarified between Intertek and the client:

- the standard on which certification is to be based;
- whether the contracting entity is to be classified in an area accredited to Intertek;
- which parts of the organization and the products / services of the customer are to be included in the certification;
- all information relevant to the respective standard and the rules.

2.2. On the basis of this information, Intertek provides an offer for a certification cycle according to the standard.

2.3. The client agrees to this offer by sending an order to Intertek on the basis of the offer and these rules. It applies to all sites or branches involved in certification. The contract will be valid with the order confirmation by the Intertek. The ISO order confirmation gives the customer an overview of the calculation and the basis for the calculation.

2.4. Specific obligations of Intertek

Intertek commits itself to the client,

- a) to maintain its own accreditation in the relevant area at any time during the period of a certification of the contracting entity, by means of appropriate qualification of its certification body;
- b) to carry out all the tasks of auditing and certification by personnel qualified

according to the rules of the accreditation bodies and the respective standard owners;

- c) to inform them in an appropriate manner of any changes in the regulations / standards;
- d) IFS and other standard owner (e.g. IATF, ISCC, GGAP, RSPO): Intertek commits itself and is irrevocably authorized by the customer to forward the application data and the results concerning the auditing and certification against the relevant standard (IFS or others) – independent from audit result - to IFS MANAGEMENT GmbH and other standard owners. This information is stored in the online
- e) database, IFS Portal, managed by IFS MANAGEMENT GmbH or in the other standard owner databases respectively.
- f) IFS: IFS MANAGEMENT GmbH is irrevocably authorized to make available the master data of audited companies which have a valid certificate as well as the basic information about the passed audit without detailed information (such as achieved score) via the IFS portal.

2.5. Specific obligations of client

Client commits itself to Intertek,

- a) to present a documented and fully implemented management system for certification at all sites or branches involved in certification, and to maintain them throughout the certification process at all times;
- b) to provide access to all necessary information about his organization, his procedures, as well as the factual and personnel equipment, as far as these are included in the certification process and to accept the current requirements of the respective standards / regulations including the regulations of the relevant accreditation bodies and standard owners.
IATF notify Intertek of any of the following changes:
 - Legal status, commercial status (e.g. joint venture, sub-contracting with other organizations), Ownership status (e.g. mergers and acquisitions), organization and management changes (e.g., key managerial, decision-making, or technical staff) contact address or location
 - Scope of operations under the certified management system, IATF OEM customer special status
 - Transfer to a new IATF-recognized certification body.Note: Failure to inform Intertek of a change is considered a breach of the certification agreement and may result

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- in the issuance of a major nonconformity.
- c) IATF: comply with the following IATF Rules
- The client cannot refuse an IATF witness audit of Intertek auditors or the presence of an Intertek internal witness auditor or the presence of an IATF representative or their delegates
 - The client cannot refuse the request of Intertek to provide the final audit report to the IATF
 - The only use of the IATF Logo related to certification is as displayed on the certificate issued by Intertek, any other use of the IATF Logo, separately or not, is prohibited
 - Consultants cannot be physically present at the client's site during the audit or participate in the audit.
 - In the event of a transfer to another certification body this contract is valid until all transfer activities to the new IATF recognized certification body are completed
- d) to ensure that the ongoing production processes on all products or product groups to be certified can be seen on the audit day;
- e) provide access to all relevant areas of operation and to the persons employed by Intertek in carrying out audits at the client's premises at each stage of the certification cycle;
- f) refrain from refusing to accept observations (Witnessaudits) by the accreditation bodies / standard owners and observers / representatives of the accreditation bodies / standards and to grant them access to relevant areas of operation. The client permits the competent accreditation authority / standard owner to inspect the relevant documentation;
- g) IFS: IFS MANAGEMENT GmbH is entitled at all times to conduct control audits on the quality assurance of the standard (Integrity Program) at the customer in order to detect and prevent abuses and violations of the IFS. These control audits may also refer to the performance audits of the certification body or the auditor. IFS MANAGEMENT GmbH will announce the execution of the control audit approximately 48 hours in advance to the customer. The announcement can be omitted or made at short notice if IFS MANAGEMENT GmbH has concrete indications that the product safety is in danger and / or a cover-up of the abuse or an infringement against the IFS must be expected with prior announcement. Serious deviations in a control audit may result in the suspension of the certificate.
- h) to promptly inform them, during an existing certification, of all significant changes in the structure and process organization, in the product range, in the management system under consideration in environmental management systems, including direct and indirect environmental impacts. Such changes may be the reason for an unannounced audit;
- i) in the case of changes in the rules or standards, these must be taken into account during transitional periods in its management system;
- j) to approve short-term audits to investigate complaints or as a consequence of changes or as a consequence of the suspension of certificates;
- k) to record complaints to the management system by its customers, and to keep them available to Intertek at all times and to report them in accordance with the respective standards / rules of the Intertek;
- l) to settle all contractually agreed fees and costs after the respective provision of the service by Intertek, without deduction.
- m) to use its certification only in such a way that the certification body is not discredited and, in respect of its certification, does not provide any information which can be considered misleading by the certification body or which is misleading or unauthorized;
- n) to make every effort to ensure that no certificate or report or any part thereof is used in a misleading manner;
- o) to comply with the requirements of the certification body and the certification system when referring to its product certification in communication media, such as documents, prospectuses or advertising material.
- p) to notify Intertek of previous audits and provide the action plan of the last audit
- q) IFS / GlobalGAP: to communicate corresponding information to Intertek in the event that the products no longer meet the requirements of the certification system (eg recall, product warning, etc.); the information period is three working days.
- r) to reproduce the documents in their entirety or, as prescribed by the certification system, provide them with the certification documents.

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- s) to meet the requirements of the certification system relating to the use of conformity marks and information relating to the product.
- t) to provide information on possible conflicts of interest within the scope of the offered certification service.

3. Certification Procedures

3.1. Audit preparation

ISO: The customer initiates the certification procedure with the delivery of the documentation of his management system and other documents and information required by the standard. The documentation shall be presented to an extent which makes it possible to assess the management system described therein with regard to its conformity with the rule / standard on which the procedure is based.

IFS / GGAP / RSPO / non-accredited: The customer initiates the certification procedure with the delivery of the order to Intertek.

RSPO: The customer has the right to object to ICs audit process.

At this stage of the procedure, Intertek shall appoint a suitably qualified auditor / audit team, to whom the auditing of the client shall be transferred. If the client identifies a potential conflict of interest with an auditor, e.g. Previous audits of the auditor in the company of the client, he shall notify the certification body thereof.

ISO: The appointed auditor or another member of the audit team reviews the documentation of the client for conformity with the underlying rule set / standard and produces a report on the result. The report is made available to the client for any corrections. The client is informed about the results. On the basis of the management system presented in the documentation, the Audit Manager draws up a plan for the conduct of the audit at the location (s) of the client.

IFS / GGAP / RSPO / non-accredited: Before the audit, the auditor appointed draws up a plan for carrying out the audit at the customer's location.

This audit plan is provided to the client for information purposes.

3.2. Performance of the auditing at the place of the customer

With the support of the client's staff, the auditor / the audit team performs the audit according to the established audit plan. The auditor / audit team checks all relevant requirements of the selected standard / set of rules for assessing the management system at client's location.

ISO: The audit is carried out in two stages, with the stage 1 audit being used to assess the readiness for certification and is normally carried out on site. The audit plan for the level 2 audit is created at level 1 audit.

All important findings are recorded by the auditor. If deviations from the requirements of the selected standard / rule set are determined during the audit, the client is informed and the further procedure is coordinated with it. If significant deficiencies are found in the management system, the certification body will be informed of the further procedure, e.g. Termination of the audit, re-audit, decided. In the normal course of the audit, the auditor issues a first oral explanation of the audit result in the final interview. The auditor / audit team shall draw up a written report on the results of the audit, together with an assessment of the audited management system, which shall be sent to the certification body.

3.3. Certification / Scope of Certification

After the audit has been carried out, the certification body committee shall meet in order to decide on the issuing of the certificate to the customer.

This certification committee has, in its entirety, a qualification which allows the compliance with all rules in the audit procedure and to decide on the certification on the basis of the protocols and audit reports. If the process is decided positively, the client is entitled to receive a certificate which covers the assessed area. This certificate is valid for the period specified by the standard owner, provided that the duration of the contract is not limited by the reasons for which the customer is based or by changes to the regulations / standard / standard.

Together with the certificate, the client receives, depending on the standard, a written summary of the audit results and the certification decision on his procedure.

If the procedure can not yet be completed, the certification body shall notify the client in writing of the reasons for the negative decision. The certification body and contracting authority then agree on the further procedure. If no agreement can be

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reached, the arbitration committee (see section 6) shall be free to both parties.

The scope of the certification covers only the area identified in the audit. If, during the validity of a certificate, extensions or restrictions occur, these are taken into account in the certification decision based on the auditor's report. Where applicable, the scope of the certificate is extended or restricted. An extension audit can be necessary for this purpose.

- 3.4. Maintain the validity of a certificate
ISO / RSPO: In order to maintain the validity of the certificate, a surveillance audit is carried out annually with the client in accordance with the respective standards and regulations. These audits are used to determine whether all the requirements applicable to the allocation of certificates are still met, the effectiveness of the management system can be demonstrated and a continuous improvement of the management system can be identified. If deviations in the management system are identified in the audit, an agreement must be made between the client and the certification body about their elimination. In the case of significant deviations which require a re-examination after correction, the certification body may initiate a fee-based post-audit at the customer's location. The scope may be restricted to exclude the parts of the management system which do not meet the requirements if the customer has failed permanently or severely to meet the requirements for these parts.

IFS / GGAP / non-accredited: Re-certification audits are required to continue certification. The period for re-certification is determined by the respective regulations of the standards.

- 3.5. Audit Planning

ISO / RSPO: The date (day / month) of the certification decision of the certification audit / recertification audit, which for the next years up to the next recertification is the due date for the next upcoming audit. The first surveillance audit after the initial certification is carried out no later than 12 months after the first due date. All subsequent monitoring audits (-3 / + 3 months) as well as re-certification audits (-3 / + 0 months) are usually carried out before or after the respective due date plus 1 year for the first surveillance audit year, due

date plus 2 years for the 2nd Surveillance audit year, due date plus 3 years for the recertification audit year unless the relevant standard / regulations provide other due dates.

IFS / GGAP / RSPO / non-accredited: The final date of the previous certification audit (hereinafter referred to as the anniversary) is decisive for the scheduling of the re-certification audits. This scheduling can take place every 6 months to 3 years after the anniversary, depending on the standard requirement and certificate duration.

- 3.6. Re-Certification after expired certificate cycle

A recertification audit is carried out according to § 3.5 and the certificate period is extended after the successful completion by the period specified by the standard owner, insofar as there are no other regulations on the part of the standard / rules.

- 3.7. Handling of non conformities

For each deviation, the client carries out a basic root cause analysis and establishes corresponding systematic corrective measures, which are to be implemented according to the time and content requirements of the respective standard. The client shall provide the certification authority with evidence of the implementation of corrective measures (not applicable to IFS). Timing for the implementation of corrective actions:
ISO: Initial audit: 60 calendar days after the day of the audit.

Surveillance audits: 30 calendar days after completion of the respective audits.

Recertification audit: 30 calendar days after the completion of the respective audit but at least 14 days before the expiry date of the certificate.

For TS 16949 the rules of the IATF apply.

IFS: 2 weeks after receipt of the action plan, the client must submit this completed.
GlobalGAP: max. 3 months after the initial audit, or 28 calendar days after the recertification audit, the corrective measures must be implemented and the evidence provided.

RSPO: 3 months after the first audit, or one month after the recertification audit, the corrective measures must be implemented and the evidence must have been submitted

If these deadlines are exceeded, the certification authority may decide that the

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audit is to be repeated or a follow-up audited.

The Client understands that the audit is not a legal/regulatory compliance audit, and, therefore, Intertek shall have no obligation to review the Client's processes and Facilities to determine whether the same comply with or violate any legal and/or regulatory requirements. In the event that an Auditor observes a breach of any legal and/or regulatory requirements, related to the scope of certification, the Auditor will formally report this observation directly to the Client. The Client shall take appropriate action, reporting as necessary to the appropriate regulatory body. Once the Auditor has reported the observation to the Client, Intertek and the Auditor relinquish any further responsibility or independent duty to report directly to the regulatory body. The Client's response to this activity will be followed up by the Auditor during the next visit to verify the Client's continued conformity with the Standard.

3.8. Change of audit date / cancellation

If the agreed audit date has to be postponed by the customer less than 8 weeks before the date or an audit is canceled less than 8 weeks before the date, Intertek shall charge the client 50% of the total amount of the respective audit plus travel expenses already incurred. In the case of a postponement or cancellation at the client's request less than 4 weeks, Intertek may charge the client 100% of the total amount of the respective audit plus any travel expenses already incurred. In addition, Intertek reserves the right to charge a processing fee of EUR 350.00 for an audit claim or cancellation of orders.

4. Registration / Use of Marks/ Advertising

- 4.1. Each certificate issued by Intertek is maintained in one of the certificate registers and / or in the database of the respective accreditation / standard owner. These or parts thereof will be made available to interested parties on written request. It includes the customer name, address, scope and standard.
- 4.2. ISO: A logo is to be handed over to the certified client by Intertek. This can use the logo in the passed form. Changes are only permitted with the consent of Intertek.
IFS / GGAP / RSPO / non-accredited: The

standard owner logo may only be used in the respective standard owner's framework.

Use is permitted only during the period of an actual certification. It expires immediately upon cancellation, suspension, withdrawal and expiry of the certification.

- 4.3. In the case of commercial use with the certificate or the Intertek logo, the appearance of certified products or services is to avoid. The reference to a "certified management system", as defined in the Intertek logo, is always worthwhile. It is also important to ensure that advertising is limited to the actual scope of the certificate.
- 4.4. The client will only use the logo of the respective accreditation body in the form of the certificate issued by Intertek and not independently.

5. Enforcement of the certification rules

5.1. Certificate Suspension

This measure is applied in cases which do not justify a withdrawal of the certificate but which raise doubts about the suitability and effectiveness of the management system. This may be e.g. in the following cases:

- a) The client can not carry out an audit within specified deadlines without the fault of the Intertek;
- b) Deviations in the management system, which are determined during the audit, are not remedied by the client within fixed deadlines;
- c) The customer shall meet his / her notification obligations, e.g. In case of material changes in its organization;
- d) The customer shall not comply with his payment obligations under the procedure, despite the reminder and reminder of the certification body;
- e) In spite of a request from the certification body, the customer does not use abusive advertising or use of the Intertek logo.

ISO: Such a suspension of the certificate can be carried out by the customer at least for 6 months beginning with the reference date and a maximum of twice in a certificate cycle or in accordance with the respective standard and specifications.

With the suspension the client loses all the rights given with the certification. If a correct correction of the cause of the suspension is made, the certificate is

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immediately reissued as far as the corresponding standard permits.

- f) If the certificate has to be suspended without fault by Intertek, Intertek reserves the right to charge a processing fee of 500.00 Euro.

5.2. Certificate Withdrawal

The certification body shall be entitled to withdraw the certificate from a client if:

- a) the auditor is refused access to the audit facilities by the auditors;
- b) the client does not leave the deviations in the management system determined in the audit in spite of agreed measures and deadlines;
- c) the contracting authority repeatedly and severely infringes the certification rules;
- d) any subsequent facts occur which were not disclosed or concealed at the time of the audit / certification, but which are a prerequisite for the certification / maintenance of the certification.

The Intertek's steering committee is directly informed of the withdrawal of a certificate. In particularly serious cases, Intertek reserves the right to take legal action.

5.3. Special Audits

Unforeseen circumstances may occur which would require additional services related to investigative activities (special audits). Special audits could occur for any of the following:

- a) investigation of performance complaints
- b) changes to clients QMS
- c) significant changes at the client's site
- d) result of a suspended certificate
- e) verify the effective implementation of identified corrective actions for major nonconformities
- f) verify the effective implementation of identified corrective actions for nonconformities considered open but 100% resolved
- g) to verify the implemented corrective actions are showing improvement in the achievement of the customer performance indicator(s);
- h) as a result from a withdrawn certificate
- i) IATF: Special audits could occur for any of the following:
 - investigation of performance complaints

-changes to clients QMS

-significant changes at the client's site

-result of a suspended certificate

-verify the effective implementation of identified corrective actions for major nonconformities

-verify the effective implementation of identified corrective actions for nonconformities considered open but 100% resolved

-to verify the implemented corrective actions are showing improvement in the achievement of the customer performance indicator(s);

-as a result from a withdrawn certificate

6. Treatment of Complaints and Appeals and request of information

6.1. Complaints and objections are handled in the same way and the customer is not subjected to any discriminatory actions. If a dispute between the client and the certification body is not settled by mutual agreement, the client has the right to appeal against decisions of the certification body of the Intertek. Only the management decides on appeals. The members of the management have to decide on the complaint within a period of four weeks. The management's decision in writing is binding on both parties. Irrespective thereof, the parties are open to legal proceedings. A complaint or appeal may be made by telephone, by mail or by email to info.germany@intertek.com.

6.2. If the certification body presents complaints by customers / suppliers about deficiencies in the management system of a certified client, the certification body has the obligation to investigate such a complaint and, if necessary, forward it to the respective standard issuer. The client undertakes to provide the certification body with all necessary assistance in clarifying the complaint.

6.3. It shall also undertake to carry out all measures determined by the certification body directly in the event of a justified complaint. In any event, the complainant shall receive a written report on the handling of the complaint by the certification body.

6.4. Payment delay

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Intertek reserves the right to perform all services only with advance payment.

6.5. Information request

Information can be requested via the hotline on the homepage www.intertek.de, by mail or by email to info.germany@intertek.com. The requested information will be checked with regard to compliance with the data protection requirements, the requirements of non-consulting, and as far as possible, promptly answered.

the relevant standards. If the termination / cancellation by the customer is made outside the deadlines, a processing flat rate of 500.00 euros plus a compensation fee of up to 10% of the remaining offer volume in relation to the intended or existing certificate valid time will be charged to the client. If the order is canceled, the Intertek will charge a processing fee of 500.00 Euro and a compensation fee of up to 10% of the remaining volume of the offer in relation to the intended or existing certificate term.

The costs correspond to the expenses for, among other things, planning, customer installation, accreditation costs, database entries, etc.

7. Right of Appeals

Unless otherwise stipulated in the General Terms and Conditions of Intertek, Intertek, its management, employees, agents, contractors and subcontractors shall be deemed to be in breach of the contractual obligations, or in the case of liability for losses or damages arising directly or indirectly from the contract or otherwise in connection with the performance of the work, services or obligations, the customer's claim for damages shall be either ten times the paid or payable net fee for the corresponding services which have resulted in the loss or damage indicated, provided that there is no liability on the part of Intertek for any claims for indirect, incidental, punitive or special damages or consequential damages, including loss of profit and / or loss of future business operations and / or failure of production and / or termination of contracts.

A claim / complaint must be communicated to Intertek in writing within ninety (90) days after the execution of the service. If a written complaint is not given within ninety (90) days, this irrevocably renounces all claims arising directly or indirectly from the contract, tort or otherwise in connection with the provision of the services.

8. Termination

The term of the contract is unlimited. This contract may be terminated by either party with a notice period of 6 months on the respective certificate validity without giving reasons. The client shall receive in good time before expiry of the certificate information on the expenses for the following assessment cycle.

If the other party is in breach of the provisions of this contract or if Intertek does not have sufficient audit capacities, an extraordinary termination right exists for the one party, in order to be able to carry out the audit in a timely manner and to carry it out in accordance with