

General Terms and Conditions

Certification and audit against FSSC 22000

1. Validity

1.1 These terms and conditions apply to agreements entered into in accordance with a signed quotation or other form of binding agreement with ControlCert and services relating to certification and auditing against food safety management systems (FSSC 22000) and future editions thereof. ControlCert has accreditation for FSSC 22000 at Swedac according to the categories described on Swedac's website.

1.2 ControlCert reserves the right to change these terms and conditions when the standard owner Foundation for Food Safety Certification (FSSC) updates or changes the conditions. The conditions shall continue to apply to all relevant holders of valid certificates. Changes are communicated during the annual follow-up visits or by other means. More information about all the changes can be downloaded from www.fssc22000.com.

2. Contract Period and Cancellation

2.1 In the event of a booked audit according to written confirmation (usually e-mail), the audit can be cancelled no later than four weeks before the booked date free of charge. In case of cancellation within four weeks and no later than two weeks before the booked date, the Buyer will be invoiced for 40% of the audit fee. Cancellation within two weeks before the booked date, the Buyer will be invoiced for 80% of the audit fee. If the Buyer can present a medical certificate for serious illness or if cancellation occurs due to death, no fee will be invoiced.

2.2 After the agreement/offer has been signed, the Buyer is considered a customer of ControlCert and the agreement runs until further notice.

2.3 All cancellations must be in writing and received by ControlCert with an acknowledgement of receipt in order to be considered valid.

2.4 For unannounced follow-up audits, special conditions apply: (i) an agreement can be made with the Buyer on specific dates in advance that the audit is not appropriate and (ii) the Buyer cannot refuse the unannounced audit, if this happens, the certificate will be withdrawn immediately. The audit will be charged in accordance with 2.1 above.

3. Buyer's obligations

3.1. The Buyer shall be well prepared with relevant personnel and documentation available for review of the management system and a contact person shall be available throughout the audit. The purpose of the Stage 1 audit is to examine whether the Buyer's business and systems are ready for certification and it will therefore be requested to provide appropriate documentation in advance in order to get an idea as early as possible whether the schedule can be met. Also in subsequent audits, documents may be requested in advance, which the Buyer is then obliged to send to ControlCert.

3.2 The Buyer is reminded that it always has full responsibility for maintaining the management system in accordance with the requirements of the standard and achieving the results expected from compliance with the system.

3.3 The Buyer shall inform ControlCert without delay of any significant activities related to food safety, such as: injunctions to pay fines or legal action by authorities, recall of products manufactured or modified by the Buyer.

Within a maximum of 3 business days, the buyer must communicate matters relating to the following:

- a) any material changes affecting compliance with the FSSC requirements and seek advice from the CB in cases where there are doubts about the significance of a change;
- b) serious events affecting the food safety management system, legality and/or integrity of the certification or the reputation of the FSSC, including legal proceedings, prosecutions, situations posing major threats to food safety, quality or certification integrity as a result of natural or man-made disasters (e.g., war, strike, terrorism, crime, flood, earthquake, malicious computer hacking, etc.);
- c) Serious situations where the integrity of the certification is compromised and/or where the FSSC as an organization may be brought into disrepute. These include, but are not limited to:
 - Public food safety events (e.g., public recalls, recalls, disasters, food safety outbreaks, etc.);

- Measures imposed by regulatory authorities as a result of food safety concerns, where additional monitoring or forced cessation of production is required;
 - Legal proceedings, prosecution, malpractice and negligence; and
 - Fraudulent activity and corruption.
- d) changes to organization name, contact address, and website information;
- e) changes in the organization (e.g., legal, commercial, organizational status, or ownership) and management (e.g., senior positions, decision-making, or technical personnel);
- f) Significant changes to the food safety and quality management system, scope of operations and product categories are covered by the certified management system, e.g. new products, new production lines, etc.;
- g) other changes that make the information on the certificate incorrect.

3.4 The Buyer shall also inform ControlCert of other conditions that may affect the scope of the certificate, such as: expansion or rebuilding, the creation of new activities relating to food handling, changes of ownership, change of premises, fire or anything else that entails temporary relocation of certain activities.

3.5 In cases where the Buyer has had his certificate revoked as set out in 8. below, the Buyer shall also discontinue use of any publication that the business meets the requirements of FSSC 22000, including, among other things, information on the website, advertisements or other marketing.

3.6 The Buyer undertakes to keep himself informed about which edition of FSSC 22000 is up to date, there are additional requirements published on the FSSC website. An original of the standard as an electronic file or in printed format shall be available. Information on the purchase of ISO standards can be found at www.sis.se

3.7 The Buyer must comply with ControlCert's rules for how the Buyer's products, if any, use information about the certification in question regarding: (i) the attached information or (ii) the packaging material intended to be taken off the product during use. Under no circumstances must it be understood that the product itself is certified.

The buyer must always state in the information the following:

- Name of Buyer (alt. Brand)
- management system designation (FSSC 22000)
- ControlCert name

4. Buyer's payment terms

4.1 Invoicing of the agreed fee will take place in connection with the audit. Payment must be made within 30 days in order for the certification process to take place without delay. In cases where there are other services from ControlCert that cannot be attributed to the booked audit and the subsequent certification process, an extra cost will be charged for this with 1500 SEK for each started handling and with 900 SEK per 1/2 hour that is added. Examples of this are changes or revocations as stated in paragraph 3.4 above, as well as extra visits to extinguish e.g. major deviations.

4.2 The price for the audit is based in the quotation on the Buyer's indication of the size of the company, number of HACCP plans and other information (according to ISO/TS 22003:2022, Annex B and FSSC rules). Revisions to prices may occur due to changes in this information. A level increase corresponding to 2% per year will take place for all agreed prices unless otherwise agreed.

5. ControlCert's obligations

5.1 ControlCert shall meet the relevant requirements set out in ISO 17021:2011, ISO/TS 22003:2022 and FSSC Part 3 & 4.

5.2 ControlCert shall ensure that approved auditors are available in order to maintain certification with all active customers. ControlCert has an active system for competence assurance where all auditors linked to ControlCert are included. Specific issues related to food safety in relevant parts of the food chain receive particular attention due to the fact that ControlCert's activities are so clearly focused on food safety.

5.3 ControlCert shall provide a summary of deviations in an audit report directly in connection with the final meeting, and in exceptional cases send it to the Buyer afterwards, a maximum of one day after the audit. In cases where the latter occurs, a verbal review of the deviations is always made at the final meeting.

5.4 ControlCert treats all information obtained in connection with the certification process as confidential to third parties. ControlCert has a code of conduct that all auditors must follow.

6. ControlCert's rights

6.1 In the event that the Buyer does not comply with the requirements and guidelines for certification as set out in this agreement, ControlCert has the right not to issue certificates or revoke certificates. In connection with this, ControlCert also has the right to terminate the agreements with the Buyer. Examples of events that may lead to revocation and/or termination of the agreement are:

Failure by certificate holders to inform or remedy deficiencies in the event of events specified in paragraph (PT). 3.3 and 3.4 above, misuse of the certificate, bankruptcy of the Buyer, etc.

6.2 ControlCert has the right to carry out additional audits in the form of announced or unannounced visits to ensure that the certificate complies with the requirements of FSSC 22000 or to ensure that measures announced in accordance with events under point (ct). 3.3 above are sufficiently effective. Deficiencies in corrective actions can also lead to additional audits. Costs for these efforts are charged in accordance with the tariff according to clause. 4.1 above.

6.3 ControlCert has the right, in accordance with the rules of the Standard Owner, to perform at least one unannounced audit during each three-year period. This type of audit can also take place during evening and night shifts. If ControlCert's auditor is not allowed to enter the customer's premises, the certificate shall be suspended immediately. In addition, the client shall bear all costs associated with the audit (planning, travel expenses, travel time, accommodation, etc.) for the auditor(s). If a new audit is not carried out within six months, the certificate will be revoked.

7. Handling of deviations

7.1 In order to obtain or maintain certification, the Customer shall submit a response to deviations from the audit within set time frames. Sections 7.2-7.4 describe the handling of deviations.

7.2 Minor deviation:

1. The organization shall provide ControlCert with objective evidence of the correction, evidence of an examination of causal factors, exposed risks, and the proposed corrective action plan.
2. ControlCert shall review the corrective action plan and the evidence of the correction and approve it when they are acceptable. ControlCert's approval shall be completed within 28 calendar days of the last day of the audit. Exceeding this timeframe will result in a suspension of the certificate, or, in the case of an initial audit, the Stage 2 audit shall be repeated within a maximum of 6 months after the last day of the previous Stage 2 audit.
3. Corrective actions shall be implemented by the organisation within the timeframe agreed with ControlCert;
4. The effectiveness of the implementation of the corrective action plan shall be reviewed at the latest at the next scheduled audit. Failure to address a minor deviation from the previous audit may result in a major non-conformance being recognised in the next planned audit.

7.3 Major deviation:

1. The organisation shall provide ControlCert with objective evidence of an investigation of causal factors, exposed risks and evidence of effective implementation.

2. ControlCert shall review the corrective action plan and conduct an on-site follow-up audit to verify the implementation of corrective actions to close the major nonconformity. In cases where documentary evidence is sufficient to remove the major discrepancy, ControlCert may decide to conduct a desk review. This follow-up shall be carried out within 28 calendar days of the last day of the audit.
3. The major deviation shall be closed by ControlCert within 28 calendar days of the last day of the audit. When the major non-conformance cannot be closed within this time frame, the certificate shall be suspended;
4. Where the completion of corrective actions may take longer in specific cases, the corrective action plan shall include any temporary actions or controls necessary to mitigate the risk until the permanent corrective actions have been implemented. Supporting evidence of the temporary measures or controls shall be submitted to ControlCert for review and approval within 28 calendar days from the last day of the audit.
5. If a major non-conformance occurs during the Stage 2 audit, the non-conformance shall be closed by ControlCert within 28 calendar days from the last day of the audit. Where the completion of corrective actions may take longer, the corrective action plan shall include the temporary measures or controls necessary to mitigate the risk until the permanent corrective actions have been implemented. Evidence of these temporary measures shall be submitted and approved by ControlCert within 28 calendar days of the last day of the audit. Based on this information, a certification decision shall be made. In addition, where temporary measures are accepted, ControlCert shall agree with the organization on an appropriate timeframe to verify the effective implementation of the permanent corrective action, but no later than 6 months after the last day of the audit. In any case, if the 28 calendar days after the last day of the audit are exceeded, e.g. failure to close the major non-conformity or non-acceptance of the evidence of the temporary measures, the entire Step 2 audit shall be repeated.

7.4 Critical deviation:

1. When a critical non-conformance occurs at a certified organisation, the certificate shall be revoked within 3 working days of its issuance, for a period of no more than six (6) months;

2. When a critical non-conformance is issued during an audit, the organisation shall provide ControlCert with objective evidence of an examination of causal factors, exposed risks and the proposed corrective action plan. This should be submitted to ControlCert within 14 calendar days of the audit;
3. A separate audit shall be performed by ControlCert between six (6) weeks to six (6) months after the regular audit to verify that the corrective actions are being implemented effectively. This audit shall be a full on-site audit (with at least one day on-site). After a successful follow-up audit, the certificate and the current audit cycle will be restored, and the next audit will take place as originally planned (the follow-up audit is an add-on and does not replace an annual audit).
4. The certificate shall be retired when the critical non-conformance is not effectively remedied within the six (6) month time frame;
5. When a critical nonconformity is raised in an initial certification audit, the audit fails and the entire certification audit should be repeated.

8. Certificate from ControlCert

8.1 Once the certification process has been completed and a certification decision has been made by the independent audit auditor, a certificate will be issued.

8.2 The scope of the certificate clarifies the areas in which the certified company operates. If these areas are changed, the Buyer must notify ControlCert. An assessment will then be made to determine whether additional audit visits or supporting documentation are needed to grant an extension of the scope of the certificate.

8.3 A customer who has received a valid certificate from ControlCert has the right to use it responsibly in its operations. This means that it should always be used in contexts where it is stated what scope the certificate is valid for, e.g. the type of process in the customer's business. Misuse of certificate usage may lead to ControlCert taking action on this.

The customer is allowed to publish certificates, but always in their entirety and in sufficient size so that Swedac's accreditation logo and the certification body's number can be read (2064 under the Swedac mark).

8.4 ControlCert registers information about the certificate with FSSC, which then publishes it on its website or current database.

8.5 Certificates and the audit reports issued by ControlCert are formally the property of ControlCert.

8.6 The Buyer agrees that:

- ControlCert informs the standard owner FSSC, SWEDAC, IAF, GFSI and relevant authorities when needed regarding certification status and information regarding the certification.
- the standard owner FSSC informs about the customer's certification status on the relevant website for this purpose
- assessors from the standard owner FSSC and SWEDAC are given access to the customer's premises and can witness ControlCert's auditors during audits

8.7 The certification mark is obtained as a file from ControlCert after obtaining certification if requested. This mark shall be used either separately or in conjunction with the FSSC logo. The Buyer can use the certification marks in a limited way on e.g. stationery or website or factory environment, but not on products. Details of use can be found in the cover letter when downloading badges and in the FSSC rules.

9. Termination of certification

ControlCert has the right to terminate the certification certificate if any of the following occurs:

- if critical non-conformities are found during the audit (see item 7.4 on suspensions),
- If sufficiently large changes have been made at the Buyer without ControlCert having been informed, e.g. changed premises, extensive renovations and new production lines without notifying ControlCert.
- The invoice from ControlCert has not been paid on time.
- Other circumstances that jeopardize the food safety or reputation of ControlCert or the standard owner FSSC.

10. Complaints and appeals

10.1 ControlCert works with continuous improvements in its delivery of all services related to certification and auditing against FSSC 22000. If the Buyer or other interested party has comments to make about this delivery, ControlCert wants to have a direct and quick communication about this, either verbally or in writing. ControlCert collects this information and will return with suggestions for measures aimed at both the Buyer and future deliveries. The goal is for feedback to take place within 5 working days.

A more serious variant of a complaint is if the Buyer considers itself to have been misjudged with regard to the content of the certification decision. This is referred to as an appeal and the case must be submitted in writing to ControlCert within two weeks of the date of the decision. The case then goes directly to ControlCert's Advisory Board, which is responsible for ControlCert's decisions. This handles the matter and can, during this process, contact, for example, Swedac, standard owners or another party to obtain documentation for its statement.

11. Discharge from liability for ControlCert

11.1 ControlCert is not responsible for mishandling by the Buyer/certificate holder relating to food safety or other aspects related thereto. ControlCert assumes no responsibility for claims for damages or other financial claims against the Buyer from its customers or suppliers. Certificates issued by ControlCert may not be used by the Buyer to assert rights or equivalents in a dispute, legal or otherwise. On the other hand, the buyer can inform ControlCert of the need for statements in various matters.

12. Affiliation to the FSSC

With an agreement with ControlCert, the Buyer is connected to FSSC and has the right to obtain certification and use the FSSC's logo for approved certification (according to current rules from the standard owner FSSC). This connection is subject to the payment of an annual licence fee invoiced by ControlCert. We reserve the right to charge a higher fee if FSSC so decides.