



DOC REF BF-04-F.001c	TITLE Certification Regulation Vincotte NV, Agrifood	
VERSION 3	AUTHOR D. le Grand	APPROVED BY : Anne-Christine Hyde ON : 11/04/2024

Certification Regulation Vincotte NV - Agrifood

Article 1 - Definitions and introduction

1.1. Definitions

"Certification Body": Vincotte NV - Business Unit Agrifood

"Customer" means the contracting party entering into the agreement with the Certification Body

"Certification Regulation": underlying Certification Regulation

"Certification scheme" : a certification scheme

"FASFC" : Federal Agency for the Safety of the Food Chain, the Belgian Food Safety Authorities

1.2. Introduction

This Certification Regulation has been prepared in accordance with the applicable requirements of the accreditation bodies of which the Certification Body is an accreditation holder, hereinafter referred to as Certification Body.

This Certification Regulation applies to every quotation, offer and agreement between the Certification Body and the Customer, insofar as they are not expressly deviated from in writing in the said quotation, offer and/or agreement. This contractual relationship is also governed by the general terms and conditions of sale of the Certification Body.

Where the Certification Body has a licence agreement with an external scheme owner, the applicable conditions, in particular the applicable norms and standards of the scheme owner shall prevail, even if there is a conflict with this Certification Regulation.

The application of general or specific conditions of the Customer to the contractual relationship between Certification Body and the Customer is expressly excluded, even if they are stated in an order form.

The Certification Body shall notify the Customer within a reasonable time of any changes in the certification requirements of the scheme owner.

This Certification Regulation also apply to certifications not subject to accreditation.

Article 2 - Certification procedure

Upon receipt of the Customer's fully completed application form from the Certification Body, the Customer will be sent a quotation outlining the services offered and costs of the services. The quotation also includes the current Certification Regulation and the general terms and conditions of sale of the Certification Body as annexes. The signed quotation will be considered as the agreement (including acceptance of the current Certification Regulation and the general terms and conditions of sale of the Certification Body) between Certification Body and the Customer (hereinafter the "Certification Agreement"). Once the Certification Agreement is concluded, the assignment will be scheduled in compliance with the Certification Body's procedures.

By signing the Certification Agreement, the Customer undertakes to cooperate in audits (whether announced or unannounced) including providing and making available documents and records, granting access to all facilities required for the conduct of the audit, facilitating open communication with management of the Customer, relevant personnel and relevant subcontractors.

The certification process, including audit, decision and publication, will be carried out by qualified staff of the Certification Body.

If requested, the Customer must make the necessary arrangements for observers to attend the audit, such as the accreditation supervisor, scheme owner, witness auditors, auditors in training.



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If the audit activity is outsourced to a third party, the Certification Body will ensure that that third party also applies the Certification Regulation and respects the applicable "*Code of conduct and compliance*" of the Certification Body.

The Certification Body conducts the audits objectively and impartially and takes the relevant certification decision objectively and impartially as well.

If the Customer cannot meet the requirements set out in the Certification Regulation and the applicable norms and standards of the scheme owner, the Customer will be given a reasonable period of time, to still meet these requirements. The deadline depends on the conditions of the relevant scheme described in the scheme certification rules. The deadlines were confirmed by the auditor during the audit.

While the certificate is valid, the Customer undertakes to comply with the certification requirements.

The Customer has a complaints procedure in place, keeps relevant information of all known complaints and takes necessary actions regarding these complaints to prevent recurrence. These actions should be documented.

The audit report and the Customer's responses to the deviations in the form of an action plan (so-called a 'CAP') are evaluated by the auditor who issues a recommendation to the certification commission. The certification commission evaluates and decides on the award, retention, extension and/or renewal of the certificate. The commission also decides on refusal of issue, non-renewal, suspension, scope reduction, return or permanent withdrawal of the certificate. The issue of the certificate may be refused if the commission considers that the situation identified by the auditor deviates significantly from the requirements of the certification scheme or if there are other elements in the Customer's file as a result of which it may be assumed that the conditions of the certification scheme cannot be guaranteed during the period of validity of the certificate.

In case the Customer does not accept the decisions of the certification commission, an appeal procedure before the disputes committee may be initiated. This procedure is described in Article 4 of this Certification Regulation.

Article 3 – Validity

The certificate will be maintained subject to the Customer continuing to comply with the requirements for awarding the certificate, including implementing the necessary changes when they are imposed in a new version of the Certification Regulation or norms or standards.

The Certification Body reserves the right to carry out an additional audit at any time and without prior notice, if the Certification Body is informed of a complaint or information of a nature to affect the safety of the products put on the market and/or in case of doubts about compliance with the requirements of the Certification Regulation and the Certification scheme.

The Customer has the obligation to notify the Certification Body without delay if there are any changes or circumstances that may affect the Customer's ability to meet the certification requirements. These include, but are not limited to, the following changes or circumstances:

- A change in legal, commercial or organisational structure or shareholder structure;
- A significant change in the internal organisation or organisation of management;
- A change of contacts and addresses, as well as addresses of production sites;
- The scope of certification as described in the scheme,
- Major changes related to the standards-based system and processes;
- Incidents including product recalls, FASFC notifications, recalls, withdrawals...
- Change of activity(ies).



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The Customer also has the obligation to inform the Certification Body in writing without delay of the intentions and decision of the FASFC regarding its activities, permits, authorisations, registrations or regarding the validation of, inter alia, its self-checking system and not only when the FASFC notifies the Customer. In the following situations, the Customer must inform the Certification Body in writing within no more than 24 hours of receiving the decision:

- Suspension/withdrawal of validation of self-checking system;
- Intention to revoke a licence, an authorisation (procedure P15);
- Intention to refuse a licence, an authorisation (procedure P30);
- The decision to revoke a licence, an authorisation (procedure P15);
- The decision to refuse a licence, an authorisation (procedure P30).

In case the obligation to notify is not complied with by the Customer, the Certification Body reserves the right to immediately revoke the certificate without having to pay any compensation to the Customer.

The certificate also remains valid only if the Customer has fulfilled all its financial obligations towards the Certification Body. In case of non-payment or late payment by the Customer, the Certification Body is entitled to revoke the certificate with immediate effect.

If the Certification Body decides to revoke the certificate, the Customer will be notified in writing. Revocation of the certificate is a decision of the certification commission.

Article 4 - Appeals and complaints

Appeal:

If a Customer or a third party does not accept the decision of the certification commission, an appeal procedure may be initiated. The appeal shall be submitted in writing to the Certification Body within 7 calendar days of receipt of the certification decision and must be addressed to the chairman of the disputes committee at the following address: Vincotte NV, Vincotte Agrifood, Jan Olieslagerslaan 35, 1800 Vilvoorde, Belgium. This request must contain the arguments invoked to lodge the appeal.

Filing an appeal does not suspend the challenged decision.

A letter (or an e-mail) acknowledging receipt of the appeal will be sent within a maximum of five (5) working days. An initial response will be given within ten (10) working days of receipt of the appeal. A full written response will be given after completion of a full and thorough investigation of the appeal. Appeals will be completed within 20 working days of receipt of the Customer's information.

The Disputes Committee of the Certification Body sends a notice of receipt to the Customer and informs the Customer of the further steps in the appeal procedure within the 7 working days from the day after receipt of the letter. The disputes committee is composed of permanent and occasional members who are independent of the people who carried out the audit and made the certification decision. The disputes committee may question any persons and request additional evidence it deems necessary to make a well-founded decision.

Within four weeks (28 calendar days) of the dispute committee meeting and after evaluating any comments made by the various parties, the chairman will prepare a report of the meeting and transmit the committee's final decision to the parties concerned and send it to the applicant by registered mail. The decision of the dispute committee is final unless the scheme owner's own rules provide that an appeal is possible (authority, scheme owner, etc.).

Complaints:

The Customer may file a complaint against any act of the Certification Body in connection with the execution of the Certification Agreement. The complaint will be dealt with in accordance with the Certification Body's applicable complaints procedure.



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A letter (or an e-mail) acknowledging receipt of the complaint will be sent within a maximum of five (5) working days. An initial response will be given within ten (10) working days of receipt of the complaint. A full written response will be given after completion of a full and thorough investigation of the complaint. Complaints will be finalised within 20 working days of receipt of the Customer's information.

Consideration should be given to the policy of the Certification Body in evaluating and giving an appropriate action/response to any complaint received. Dealing with the complaint will be done with respect of the complaint procedure that will be communicated upon request. This procedure respects confidentiality rules. The identity of the complainant will be protected from third parties.

The Certification Body also guarantees absence of any discrimination against the complainant or any other concerned party during and after the handling of the complaint.

A contact form is available on the Certification Body's website: <https://www.vincotte.be/nl/contact>

Article 5 - Intellectual property

All documents issued by the Certification Body, including but not limited to reports or certificates, are and shall remain the property of the Certification Body. If the Customer provides copies of certification documents to third parties, it may only do so in their entirety or as specified in the Certification Scheme.

The use of the BELAC logo by the Customer is strictly prohibited.

The Customer will also comply with all regulations on the use of scheme owner logos in accordance with the regulations of the relevant Certification Scheme.

The Vincotte logo "V" to be used by the Customer (hereinafter "Registration Logo") shall be transmitted to the Customer by the Certification Body. For any deviation from this, a written request must be addressed to the certification commission.

The Certification Body's Registration Logo can only be used by the Customer under the following conditions:

- The Registration logo is always used in conjunction with the name of the certified institution.
- The Registration Logo shall only be used in relation to the activities, goods or services covered by the relevant certificate. Under no circumstances may the Registration Logo be associated with activities not mentioned in the scope of certification, or with products or services that give the impression that the products or services themselves are certified by the Certification Body. The Customer shall state the activities, goods or services to which the certificate applies in order to avoid confusion through the use of the Registration Logo .
- The Registration logo may not be affixed to the product itself or its immediate packaging.

In case of doubt about the use of the Registration Logo, the Customer should seek prior written approval from the Certification Body.

The Customer must stop any form of use of the Registration Logo that is deemed unacceptable by the Certification Body and this at the first request of the Certification Body.

At the end of the certification, regardless of the reason for it (expiry of validity period, withdrawal by Certification Body, etc.), the Customer undertakes to stop any use of the Registration Logo without delay and to destroy the stock of material on which the Registration Logo appears.

In case of amendment (extension or limitation) of the scope of certification, the Customer undertakes to use the newly issued certificate and/or the amended Registration Logo.

Any non-compliant or fraudulent use of the certificate, the Registration logo or the name or reputation of the Certification Body is strictly prohibited. The Certification Body reserves the right to take legal action against any abnormal use or misuse of the certificate, the Registration logo or the name or reputation of the Certification Body and claim damages. Furthermore, the Certification Body reserves the right to demand the



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immediate cessation of the use of the Registration Logo or the name of the Certification Body, without owing any compensation to the Customer.

Article 6 - Confidentiality

The Certification Body is responsible for ensuring confidentiality by every person working for or on behalf of the Certification Body who is involved in the certification process. Every internal and external staff of the Certification Body has signed a declaration of confidentiality.

The Certification Body does not perform advisory work in the field of food safety systems and management systems to avoid conflicts of interest in certification activities.

The Customer accepts that confidential information may be made available to scheme owners in accordance with the certification scheme, at the request of an authority or, accreditation body and/or third parties if provided for in legal provisions and regulations. In the cases stipulated by law or by the authority, the Customer will not be informed of the request and the confidential information will not be shared with the Customer.

Article 7 - Impartiality

The Certification Body is impartial in carrying out all certification activities and ensures that all staff involved can work without any external pressure of any kind.

In the context of this impartiality:

- ensures that certification activities are carried out objectively and without bias;
- identifies existing and potential conflicts of interest and deals with them so that objectivity is guaranteed. If impartiality cannot be guaranteed, Certification Body will refuse the certification assignment;

To ensure the auditor's impartiality, an auditor cannot be assigned or cannot participate in the certification process if there is a prior or continuing relationship of any form (consultancy, internal audit assignments, specific training, employment, financial or personal ties) between the auditor and the Customer during the past 2 years (3 years for self-checking system).

The certification commission acts as an independent and autonomous body that ensures that the decision-makers are not the same persons as those carrying out the other certification activities.

The Certification Body also participates in an impartiality committee with the aim of monitoring the certification policy regarding impartiality. The impartiality committee may take the steps deemed necessary, such as notifying the accreditation body (BELAC), if its recommendations are not followed. Committee members are appointed by specific bodies representing the sectors for which the Certification Body has obtained accreditation.

Article 8 - Amendments to this Certification Regulation

This Certification Regulation are subject to amendments. It is always the latest version of the Certification Regulation that applies. This can always be found on the Vincotte website : <https://www.vincotte.be/nl/algemene-voorwaarden>

Article 9 - Termination of the Certification agreement

The Certification Body and the Customer may each terminate the Certification Agreement respecting a notice period of 6 months . At the end of the termination period, any active certificate will be revoked by the Certification Body.

The Certification Body reserves the right to put an end to any ongoing evaluation activity if the auditor, inspector or any other member of its staff feels threatened in its physical, moral or emotional integrity in the



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performance of its mission or if he or she is the subject of inadmissible acts or racist, sexist, homophobic,... remarks.

The Certification Body also reserves the right to lodge a complaint with the police if such a situation arises. This may also give the Certification Body cause to unilaterally terminate the Certification Agreement without prior notice. All costs incurred by the Certification Body remain at the expense of the Customer. The Certification Body has the right to additionally claim damages for the value of the performances still to be carried out under the Certification Agreement.

Article 10- Protection of personal data

The parties will comply with the rules regarding the protection of personal data in accordance with the GDPR. In case of questions, the Customer can contact by e-mail at the e-mail address gdp@vincotte.be.
