Terms and Conditions of Certification of TÜV Rheinland Conformity Assessment GmbH

1 General conditions of certification

The provisions listed below refer to the relevant standards, regulations and guidelines of the subject matter of the contract between the client and TÜV Rheinland Conformity Assessment GmbH – hereinafter called the "Contractor".

All individual certification measures are performed by the Contractor, independently and impartially, taking into account the principle of equality.

1.1 General provisions

1.1.1 The client is obliged to present the Contractor with all information necessary for the standard to be certified. This can be done using the completed form entitled "Questionnaire for offer preparation".

1.1.2 The client will provide all the necessary documents before the certification body's audit. In particular, this may include:

- Management system documentation
- Allocation matrix (standard clauses to the company's management system documentation)
- Organization chart / organigram
- Representation of processes and process relationships
- List of controlled documents
- Lists of regulatory and legal requirements
- Other documents requested by the Contractor
- Copy of the official business registration

1.1.3 The client and the Contractor may arrange a pre-audit, the scope of which can be jointly agreed on.

1.1.4 The audit at the company will verify the effectiveness of the implemented management system or processes. During the audit, the company will demonstrate the practical application of its documented procedures. Standards not met or standard requirements not met are to be documented in nonconformity reports, for which the company needs to plan and implement corrective actions.

1.1.5 At the end of the audit, the client will be informed about the audit result at a closing meeting. The result is documented later in an audit report. Nonconformities are documented and can, where necessary, lead to a follow-up audit based on the results (i.e. re-verification on site) or to the submission of new documents. The audit team leader will decide on the scope of the follow-up audit. For a follow-up audit, only those standards requirements are audited which were not fulfilled in the original audit.

If no conformity with the standard can be demonstrated in the time between the end of the audit and the certification decision, the certification will have to be refused.

1.1.6 "Certificates" means all conformity statements listed below, e.g. official records, statements of validity, and certificates in the narrow sense of the word. "Certification" means all evaluation, auditing, validation and certification processes. Based on these tests, the decision for granting, denying, maintaining, expanding or reducing the scope, renewing, suspending or restoring after suspension, or withdrawing of certification is made. The certificate(s) is/are issued by the Contractor after the positive evaluation of the certification process documentation. The certificates will be delivered to the client. The certificate will only be issued if the processing of all nonconformities are agreed by the Contractor. The certificate is issued for the specified period.

1.1.7 To maintain the validity of the certificate, on-site surveillance audits are to be carried out depending on the respective standard. If the surveillance process is not completed, (including a positive decision on continuation by the certification body) the certificate loses its validity. In this case, all certificate copies issued must be returned to the certification body.

1.1.8 In a surveillance audit, the essential standard requirements are verified as a minimum. In addition, an assessment is made regarding the proper use of the certificate (and of the certification mark, if applicable), regarding complaints concerning the management system the process or the certified product and regarding the effectiveness of corrective actions related to the nonconformities from the previous audits. After each surveillance audit, the client receives a report.

1.1.9 During surveillance and recertification audits or during an audit scheduled specifically for this purpose, extensions/ reductions to the geographical (e.g. additional sites) and technical (e.g. additional products) scope of validity are possible, as are additions to the evidence of standards. The number of audit days depends on the scope of the extension, which is to be defined clearly by the client and regulated by contract before the company is audited.

1.1.10 If in the course of the contract term there are changes to procedural requirements (e.g. company data, accreditation requirements), the changes must be taken into account accordingly in the process, and the contractual partner must be informed immediately. This also applies to any resulting necessary changes to the number of audit days.

1.1.11 Integrated management systems of different standards and evidence requirements can be certified in a combined process. Depending on the evidence requirements, these may be offered individually.

1.1.12 Costs incurred due to additional audit time from an unscheduled audit or follow-up-audit, or from a verification of corrective actions to remedy nonconformities from a previous audit are to be borne by the client, and will be invoiced on a time and material basis. This also applies to costs incurred as a result of an extraordinary audit announced at short notice in accordance with Section 2.5.

1.2 Client obligations

1.2.1 The client will provide the Contractor with all the necessary documents in good time before each audit at no cost.

1.2.2 During the audit, the client will allow the audit team nominated by the Contractor and/or the auditor to view the records related to the scope of validity and will allow the team and/or auditor access to the relevant organizational units, whereby also shift work has to be considered.

1.2.3 The client shall designate one or more audit representatives to assist the Contractor's auditor in the performance of contracted services. This/these person(s) will serve as the client's contact person(s).

1.2.4 After the certificate has been issued and during the contract period, the client must notify the Contractor of any changes having a significant impact on the management system, the process or the certified product, in particular:

- Changes to the certified management system
- Changes that affect the design or specification of the certified product
- Changes to the corporate structure and organization. This also applies to implementation or modification of shift work.

The client shall be further obliged, throughout the term of the contract, to communicate:

- Any incident affecting the safety of product and services
- Any non-compliance with statutory requirements identified by the market supervision and law enforcement branches of government

1.2.5 The client is obliged to record all complaints from outside the company regarding the management system, for example from customers, and all complaints addressed to the client regarding the conformity of a certified product or process with the requirements of the certification standards. The client shall take appropriate measures, document the actions taken and demonstrate these upon request to the Contractor or to the auditor during the audit.

1.2.6 The client is obliged to present the auditor with correspondence and actions related to standardization documents and standard requirements for the applicable certification standards upon request.

1.2.7 If the Contractor determines during product certifications that further examination is required due to the changes referred to in Section 1.2.4, the client is not allowed to release any products after the effective date of the changes if the products fall within the scope of product certification, until the Contractor has notified the client accordingly.

1.2.8 For product certifications, the client will inform the Contractor if the product no longer meets the requirements of product certification.

1.2.9 The client commits to fulfilling the certification requirements at all times, including the implementation of corresponding changes. The client also commits to operate the underlying management system, the process or the certified product continuously and effectively during the validity of the certification.

1.3 Appointed auditors, experts and assessors and the right to appeal against the certification decision

1.3.1 The client has the right to object to the appointment of a particular auditor or expert if there is a comprehensible reason against the appointment and the objection is justified accordingly.

1.3.2 In the case of the assignment of auditors who are not permanently employed by the TÜV Rheinland Group (external auditors), the client's consent is required for these auditors to be assigned. This consent shall be deemed granted if the client does not file a protest against the assignment of the external auditor within one week of his/her appointment.

1.3.3 For accredited certification projects or when required by the standard owner, the client agrees that the accreditation body's or standard owner's assessors may verify the client's documentation and may participate in the audit as witness auditors.

1.3.4 In the event of complaints and appeals regarding the progress or the content of the auditing or certification process, which cannot be clarified with the Contractor, the governing board or an arbitration board may become involved if the client consents to this.

1.3.5 The client has the right to appeal against the certification decision.

1.4 Scope of usage rights regarding certificates and certification marks

1.4.1 If the agreed certification process is completed with a positive outcome, the client will receive the certificate from the Contractor. The certificate will have the

term of validity specified in the contract or in the Contractor's certification conditions.

1.4.2 Upon issuance of the certificate pursuant to Section 1.4.1, the client will receive a single, non-transferable and non-exclusive right to use the certification mark in accordance with the conditions given in Sections 1.4.3 to 1.4.15 for the specified term of the certificate. This applies even when the client refers to its certification in communications media, e.g. documents, brochures or advertising materials.

1.4.3 Permission to use the certificate and certification mark issued by the Contractor applies only to the client's business divisions specified in the scope of validity of the certificate. Use by non-specified divisions is strictly prohibited.

1.4.4 The certification mark for the certification of the management system, the process or the certified product may be used only by the client and only in close connection with the company name or logo of the client. It may not be displayed on or in relation to a product of the client. This also applies to the packaging of products, accompanying information, laboratory test reports, calibration certificates and inspection reports. If the client wants to give a statement on the packaging or in accompanying information concerning the certified management system, the certified process or the certified product this statement has to contain as a minimum:

- The company name of the client or the brand and the company name of the client
- The type of the management system respectively the management systems in the case of a combined management system, e.g. quality, environment, and the applicable standard, e.g. ISO 9001:2015, ISO 14001:2015.
- The company name of the Contractor

Hint: the definitions for product packaging and accompanying information of ISO 17021-1:2015, chapter 8.3.3 have to be considered.

1.4.5 The client undertakes to use the certificate and the certification mark only so that a statement corresponding to the certification is made relating to the client's company/division. The client must also ensure not to give the impression that the certification is an official verification, nor that system certification is the same as product testing.

1.4.6 The client is not authorized to make changes to the certificate or to the certification mark.

1.4.7 The client is obliged to design his advertising and the like in a way that it is clear that the certification is a voluntary one, carried out on the basis of a private legal agreement.

1.4.8 The usage right expires if no valid certificate is present, especially at the end of the certificate term or if required surveillance audits are not performed.

1.4.9 The client's right to use the certificate or the certification mark will end immediately without the need for notice if the client uses the certificate and/or the certification mark in a manner which contravenes the provisions of Sections 1.4.1 to 1.4.8 or in any other manner which is contrary to the contract.

1.4.10 The client's right to use the certificate or the certification mark will end in the period agreed in the event of an effective regular termination, or with immediate effect in the event of a justified extraordinary termination for good cause.

1.4.11 The usage right expires automatically if the maintenance of the certificate is prohibited by regulatory law or by a court.

1.4.12 Upon termination of the usage right, the client is obliged to return the certificate to the Contractor.

1.4.13 The Contractor reserves the right to assert any claims for damages in the event of a violation of the contractual provisions.

1.4.14 The certification must not have the effect of bringing the Contractor into disrepute.

1.4.15 The client is not entitled to make statements about its certification which the Contractor might consider as misleading and unauthorized.

1.4.16 If it is foreseeable that the certification requirements will not be met only temporarily by the client, certification may be suspended. During this time, the client may not advertise the certification. The status in the accessible directory will be given as "suspended" in accordance with Section 1.5.

1.4.17 If the reasons for suspension are remedied within the agreed period of time, the certification will be renewed. If the reasons for suspension are not remedied within the agreed period of time, the certificate will be withdrawn.

1.4.18 The client is obliged to keep a record of the use of the certificate in business dealings. It should be noted that the Contractor is bound by the standards to monitor proper use by ways of random sampling. Information from third parties will be verified by the Contractor.

1.4.19 The client shall inform the Contractor immediately if he discovers that a third party is improperly using his certificate.

1.4.20 The client provides certification documents to others only in their entirety or as specified in the certification scheme.

1.5 Directory of certified companies

1.5.1 The Contractor is obliged to maintain a directory of certificate holders which includes the following information: name of certificate holder, applicable standard documents, scope of validity, geographical location (for multiple site certifications: geographical location of the head office and each location within the scope of validity).

1.5.2 Suspended certifications in accordance with Section 1.4.16 and withdrawn certificates pursuant to Sections 1.4.9 and 1.4.17 are included in the directory.

1.5.3 The Contractor is entitled to provide the directory specified in Section 1.5.1 to the public on request.

2 Conditions for GMP+ Feed Certification scheme

2.1 General conditions for GMP+ Feed Certification scheme

The provisions set out here apply to GMP+ Feed Certification (FC) scheme certifications in addition to the foregoing General Conditions of Certification (chapter 1). In case of contradictions, these conditions for GMP+ FC scheme shall prevail the conditions in chapter 1.

The basis for the entire audit and certification process, including logo and/or trademark usage, are the specifications of the GMP+ Feed Certification scheme (www.gmp-plus.org).

These conditions apply for:

- GMP+ FC scheme: Feed Safety Assurance (FSA)
- GMP+ FC scheme: Feed Responsibility Assurance (FRA)

2.2 Use of GMP+ FC logos and trademarks

The GMP+ certified companies (defined as "users" for the purposes of this chapter) are granted the right to use the logos and/or trademarks of GMP+ International. GMP+ International is entitled to withdraw this right at any moment. GMP+ International may, at its discretion, ask the user to remove logos and/or trademarks.

The use or display of the GMP+ FSA module and/or GMP+ FRA Logo does not constitute proof that the company is certified. A GMP+ FSA and/or GMP+ FRA logo is only valid, if the company concerned is listed as certified in the GMP+ company database on the GMP+ website.

The logos and/or trademarks must, in terms of design and colors, be equal to the original provided by GMP+ International. GMP+ International is offering the GMP+ FSA and GMP+ FRA Logos also in black and white.

Each of the users is only entitled to display the logos and/or trademarks as follows:

- On or near its business location or transport vehicle;
- On its documents, but only in case the delivered products or services are produced under the scope of a GMP+ certificate;
- On its website;
- It is not allowed to use the GMP+ FSA Logo on or nearby GMP+ certified (produced) products;
- It is allowed to use the GMP+ FRA logo on or nearby the GMP+ certified (produced) products;
- Companies that have a temporary acceptance are not allowed to make any use of the GMP+ logos and/or trademarks.

Any GMP+ certified company becoming aware of any misuse of the logos and/or trademarks must immediately report such misuse to GMP+ International. Without prejudice to the authority of GMP+ International, each certification body is jointly with GMP+ International authorized to bring a claim against any person or entity misusing the logos and/or trademark.

Users are not allowed to:

- Create or use a Logo with references to the Logo's and/or Trademarks of GMP+ International;
- Register, in whole or in parts, the Logos and/or Trademarks or any alteration thereof;
- Use the Logos and/or Trademarks as and/or as part of a company name, trade name, product name or service name.

Any user acting in violation of this article is liable towards GMP+ International for any and all damages and costs incurred.

2.3 Early Warning System

In case of a determined nonconformity of a permitted level of a contaminant, the GMP+ certified company is obliged to submit an Early Warning System (EWS) notification within 12 hours of detection or confirmation to GMP+ International and the certification body via the EWS notification form, which is available on the GMP+ website.

Employees or representatives of TRCA are authorized to instruct the GMP+ certified company for the execution of product analyses or to arrange the drawing and analysis of product samples, if this is necessary for the verification of in-house analysis results. The company bears the costs.

2.4 Witness audits, parallel audits and repeat audits

GMP+ International is entitled to carry out witness and parallel audits together with TRCA at the GMP+ certified company.

Parallel audits serve to verify the method by which an audit is planned, executed and reported by the certification body. The parallel audit will take place after the audit has been carried out by the certification body.

Due to special events, e.g. EWS alert, complaints or incidents, GMP+ International is entitled to request TRCA to perform a repeat audit at the GMP+ certified company, in principle in the presence of a GMP+ International auditor and/or a technical expert. The audit will be on-site. In addition, administrative checks and a sampling may be carried out. In principle the costs of the repeat audit will be at the expenses of GMP+ International. However, if it appears that 1 or more Critical or Major nonconformities are observed, the costs will be charged to the GMP+ certified company (see GMP+ CR2.0). A repeat audit will be performed under the responsibility of TRCA.

2.5 Reporting

TRCA is entitled to forward the GMP+ audit checklists together with the certification data of the organization to GMP+ International.

A copy of the report and the GMP+ audit checklists are archived at TRCA for at least six years.

TRCA is entitled to forward a copy of the report to GMP+ International after request.

In the event of a repeat audit TRCA is entitled to forward GMP+ International the GMP+ audit report/checklist.

2.6. Deviations from certification basis

If it is noticed in a surveillance audit that the quality management system of the GMP+ certified company deviates from the stand ascertained at the recertification or initial certification, TRCA decides on the basis of the GMP+ regulations whether the prerequisites for using the certificate are given furthermore.

TRCA can demand short-term actions for the rectification of the stated non-compliances from the GMP+ certified company.

If the defined deviations require far-reaching review actions, they will be carried out by TRCA at the expense of the organization.

2.7 Suspension or withdrawal of a certificate or temporary acceptance

TRCA can place the GMP+ certified company under stricter supervision for one audit, if 1 or more major nonconformities were found. The cost of this audit is at the expenses of the GMP+ certified company. This audit is in addition to the normal audit cycle. The stricter supervision audit will take place, within a period of 3 months. Assessment will be based, but not limited to the established major nonconformity. A major nonconformity can also be handled administratively based on conformity measures formulated by the GMP+ certified company

TRCA must place the GMP+ certified company under stricter supervision, if 1 or more critical nonconformities were found. The cost of these audits is at the expenses of the GMP+ certified company. These audits are in addition to the normal audit cycle. The stricter supervision audits will carried out monthly with a minimum of 3 months and a maximum of 6 months. Assessment will be based, but not limited to the established critical nonconformity. One stricter supervision audit must be conducted on-site. The certification body is entitled to decide, if further stricter supervision audits are necessary.

TRCA is authorized to suspend the certificate for a maximum of 3 months, if 1 or more critical nonconformities according to the description in CR2.0 Appendix 1 are found, or not or not fully rectified within the period stipulated.

TRCA is authorized to withdraw the certificate, if 1 or more critical nonconformities according to the description in CR2.0 Appendix 1 are not or not fully rectified during the suspension. This will result in exclusion for at least 1 year from participation in the GMP+ FC scheme and any gatekeeper options.

In case of a critical nonconformity, suspension or withdrawal of the GMP+ certificate, the certification body is entitled to inform GMP+ International

TRCA is entitled to adapt the GMP+ Company database to status "suspended or withdrawn" with reason: "does not meet the requirements" the required terms.

GMP+ International is entitled to publish the suspended/withdrawn certificates.

2.8 Conditions for multi-site certifications

The conditions regarding multi-site certification according to GMP+ CR2.0 appendix 4 are prerequisite.

Multi-site certification is possible:

- at a company with a main office with 100% subsidiaries, or
- at a group of companies which have joined together as a quality community.

Multi-site certification is not to be used if various independent companies have joined together in a branch organization, union, federation, association, via an independent consultancy office or similar.

Multi-site certification is not permitted for the scopes: Production of Compound Feed, Production of Premixtures, Production of Feed Materials, Production of Feed Additives.

Multi-site certification is permitted for all scopes of: Trade in feed, Storage and Transshipment of feed, Transport of feed, Affreightment.

2.9 Annual surveillance audits

To maintain the validity of the certificate annual surveillance audits are required. The aim of the surveillance audits is to review the functionality and further development of the existing management system. The first surveillance audit is executed each 12 months, plus or minus two months, after the recertification decision date. The second surveillance audit is executed each 24 months, plus or minus two months, after the recertification decision date. The result of the surveil-lance audits is recorded in an audit report.

2.10 Unannounced surveillance audits

Mandatory for production companies located in Europe: One of the regular surveillance audits is carried out unannounced.

The unannounced audit must not be scheduled within 2 months before or after the other audits (initial certification, recertification and announced surveillance audits).

Every 12 months, each company can specify 15 days (in three blocks) in that year during which the unannounced surveillance audit cannot be performed. If not indicated towards TRCA in advance and in combination with a conformation of receipt the unannounced surveillance audit cannot be refused. It is up to TRCA to decide whether the reasoning to post-pone the unannounced surveillance audit is justified.

The following prior notice periods are applicable for GMP+ producers located

- in the Netherlands: not allowed;
- in Germany: 1 working day;
- in other countries in Europe: 2 working days;
- Outside Europe, if done on voluntary basis: 3 working days.

2.11 Remote Audits

The remote audit option “Hybrid audit” can be only used after consultation with and release by the GMP+ coordinator and only if the requirements according GMP+ CR2.0 Appendix 6 are fulfilled.

The remote audit options “Full remote audit” and “Remote partially on-site audit” can only can be used during extraordinary events, after consultation with the GMP+ coordinator and positive release by GMP+ International and if the requirements according GMP+ CR2.0 Appendix 6 are fulfilled.

2.12 Pre-transfer review in case of change of certification body

A GMP+ certified company is entitled to transfer to another certification body during the validity of the GMP+ certificate, only if there are no outstanding critical non-conformities. A new certification cycle has to be started. An initial certification audit (stage 1 and stage 2) has to be carried out. This is done following a successful assessment of the prerequisites for the transfer (pre-transfer review).

4.13 Initial certification audit (stage 1 and 2)

The initial certification audit is carried out in two stages. Prior to the initial certification audit, the company must ensure the following:

- All areas within the company to be certified have been inspected by means of internal audits within the past twelve months in accordance with GMP+ requirements.
- Any nonconformities determined by the internal audits have been rectified.
- A management review has been carried out.

Stage 1

In stage 1 of the initial certification audit, the documentation (management manual, process and work instructions etc.) is used to check whether the essential requirements for carrying out the stage 2 audit are met. In addition, the organizational and process structure of the company, the current information about the company for the verification of the order data (e.g. number of employees, scope of certification) are checked.

The audit stage 1 is carried out on site maximum 3 months after concluding the certification agreement and maximum 4 months before the audit stage 2. In individual cases, under certain conditions, the audit stage 2 can be carried out im-mediately after stage 1. Additional costs (e.g. travel expenses) may arise, if the readiness for the stage 2 audit is not determined during the stage 1 audit.

Stage 2

Stage 2 of the initial certification audit is carried out on site at the company with the aim of determining the implementation and effectiveness of the management system. The assessment is performed using different techniques such as inter-views with individuals or groups of employees, site observation, and examination of processes, procedures and equipment. The details of the audit are specified in the audit plan.

After the conclusion of stage 2 of the initial certification audit, a report is issued, which includes the audit result. If the overall result is positive, a certificate will be issued.