ARTICLE 1: FRAMEWORK AGREEMENT

The contract governing the relations between AFNOR Certification and the entities applying for or holding a BRC and/or IFS Certification, hereafter referred to as “Companies”, consists of these general terms and specific terms called, until their signature, “proposal”. This contract shall prevail over all other documents. This contract comes into force when both contracting parties have signed the Certification proposal and ends when the certificate(s) has(have) expired.

If the Company fails to obtain its certificate(s) at the end of a three-year period, the contract is rightfully terminated while no claim for reimbursement of costs can be made by the Company.

If the Company accepts the proposal for renewal audit submitted by AFNOR Certification, a new Certification contract comes then into force, with new specific terms.

The Company shall agree with the renewal about four months before the expiry date of the certificate(s). This will enable the Company to implement corrective actions – if needed – in order to ensure compliance with the concerned standard(s) in force.

ARTICLE 2: PURPOSE

The Company asks AFNOR Certification to assess the concerned product(s) and/or process(es). Once agreed and the assessment ended, AFNOR Certification may deliver one or several certificates against the BRC and/or IFS standards and grant the Company the right of use of the AFAQ mark.

The choice of the standard(s) is stated in the specific terms and conditions.

ARTICLE 3: OBLIGATIONS OF AFNOR CERTIFICATION

3.1: Audit

AFNOR Certification agrees to employ qualified auditors and to provide the appropriate means in order to:
- assess the Company’s product(s) and/or process(es) that must comply with the chosen standard(s), issue(s) in force, and in accordance with the specific terms agreed upon by the Company;
- perform, during the validity period of the certificate(s) issued according to the conditions stated hereafter, the surveillance audits defined in the standard(s): six (6) months, one (1) year according to the results of the previous audit.
The audit conditions are set out in a written notice that AFNOR Certification addresses to the Company.

3.2: Certification

At the end of the above-mentioned audit, AFNOR Certification delivers to the Company, if the audit results are satisfactory, one or more certificates in electronic format, and one or more certification document(s) in paper format that attest(s) the conformity against the concerned standard(s). The electronic certificate only, available at http://espaceclient.afaq.org/web/espaceclient.nsf, is considered binding.

The certificate(s) and certification document(s) concern only the activities and locations indicated in the specific terms and validated during the assessment. The certificate(s), certification document(s) and audit report(s) drafted by AFNOR Certification, whatever their medium, are delivered in accordance with a standard format that is defined and subject to change by AFNOR Certification without prior notice.

AFNOR Certification reserves the right at any time to add or delete one or more reference(s) and/or distinguishing feature(s) on the certificate(s) and certification document(s). Upon written request from the Company and subject to agreement by AFNOR Certification, the certificate(s) and certification document(s) may contain, if necessary, signs of recognition (mutual recognition agreements, authorizations, accreditations, corresponding marks and logos, etc.). If AFNOR Certification rejects such request, no claim for reimbursement of costs can be made by the Company.

The certificate(s) and certification document(s) are property of AFNOR Certification and cannot in any way be alienated or modified. Issued for a definite period of time against the concerned standard(s), the certificate(s) is/are renewable for time periods such as specified in the mentioned standard(s).

Audit reports, written partly in English and partly in French, are sent as such to the Company who is in charge of translation fees, if translation is needed.

3.3: Appeals

If a Company appeals against a decision made by AFNOR Certification, it may submit the appeal at first instance to the staff member in charge of the Company’s certification file.

At second instance, the Company may refer the appeal to the Strategic Committee of AFNOR Certification.

If the Company’s certificate(s) is/are suspended and the Company submits an appeal against this suspension decision, the certificate(s) shall remain suspended until a new decision is made.

3.4: AFAQ Mark Rules

Upon delivery of the certificate(s), AFNOR Certification addresses to the Company the general rules and the corporate identity guidelines concerning the use of the AFAQ mark.
3.5: Modification of Certification Requirements

AFNOR Certification shall promptly inform the Company of any modification it wishes to bring to the requirements for the granting of the BRC and/or IFS Certification.

ARTICLE 4: COMPANY OBLIGATIONS

4.1: Audit-related Obligations

It is the Company’s responsibility to cooperate with AFNOR Certification by facilitating verification of the compliance with the certification rules the Company has freely accepted and by paying all fees owed to AFNOR Certification. The Company is bound to respect all legal provisions.

This implies notably for the Company to:

- guarantee AFNOR Certification having purchased and not copied the BRC and/or IFS standard issue the Company holds,
- give AFNOR Certification or its authorized personnel all necessary working documents and in particular those used by the Company, with enough time for AFNOR Certification to act,
- to provide AFNOR Certification with all the necessary access and transportation means to intervention sites, as well as all the equipment necessary for the audit performance,
- to make sure that for all people assigned by AFNOR Certification on the Company’s premises, all safety and hygiene measures comply with laws and regulations in force,
- to take all necessary measures in order to facilitate the smooth performance of the audits carried out by AFNOR Certification,
- to accept the presence of a silent observer, when this presence is mandatory by standards or agreements that AFNOR Certification has signed,
- to return duly signed all notification letters sent by AFNOR Certification prior to the audit and within the indicated time limit. In the absence of a response within this time limit, the terms specified in these notification letters are deemed to have been accepted by the Company,
- to send, to AFNOR Certification if needed, by registered letter duly justified and with acknowledgement of receipt, the auditor(s) rejection request on the clear day following receipt of the audit notification letter,
- inform, within 3 working days, in accordance with the ISO CEI 17065 standard, of all changes or information leading to believe that the Company’s products no longer comply with the requirements of the IFS and/or BRC certification system. This information must be communicated to AFNOR CERTIFICATION by email to the generic address: AFNOR-retrait-rappel@afnor.org
- to authorize surveillance audits to be conducted as part of IFS and BRC integrity programs (see description of the IFS/BRC integrity programs).

The Company agrees to provide AFNOR Certification with all accurate and reliable information and notify AFNOR Certification of all events that may impact the certification process.

In particular, the Company shall:
• inform AFNOR Certification of previous certification and/or assessment proceedings that the Company may have conducted as well as related results,
• Communicate, if necessary, to AFNOR Certification the name of the body (ies) that is providing or has provided the Company with consulting services or similar*.

* support to the design, implementation or maintenance of quality or environment management systems; support to the achievement or improvement of product or service quality; more general assignments with a view to obtain or facilitate a certification; full or partial management of a company’s quality system; drafting of manuals, guides and procedures.

4.2: Obligations related to the holding of A Certificate

4.2.1: The Certification Cycle

The Company shall:
• Authorize AFNOR Certification to carry out any complementary audit considered necessary. Fees for these complementary audits shall be paid by the Company.
• Comply with the requirements of the standard(s) in force throughout the validity of the certificate(s).
• Take appropriate measures in the event of defects or complaints related to the Company’s product(s) and/or process(es), that would question the compliance of the mentioned product(s) and/or process(es) with the requirements of the BRC and/or IFS certification.
• Guarantee AFNOR Certification access to complaints received by the Company from its clients.

4.2.2: Special Detailed Audits

Special detailed audits are performed when AFNOR Certification has plausible information regarding the Company’s failure to fulfill the contract obligations. If the information proves unfounded, the audit fees shall be paid by AFNOR Certification. If not, they shall be paid by the Company.

4.3: Information Obligations

The Company notifies AFNOR Certification if the product(s) and/or process(es) to be certified is/are subject to legal or regulatory requirements, compliance with these requirements being the Company’s sole responsibility.

If the Company makes use of the certification in order to obtain a relief in legal or regulatory inspections or an approval as part of legal or regulatory procedures from public authorities, it shall inform them without delay if the certification is suspended.

The Company shall promptly inform AFNOR Certification of any important modification notably concerning the Company’s identity, staff, organization, activity and/or products, certification scope and/or perimeter, persons with decision-making power and their representatives. AFNOR Certification may assess the impact of these modifications on the maintenance of the certificate(s). In this case, the holder of the certificate(s) must make sure that, during the transition period and until final implementation, the modified product(s) and/or process(es) continue to comply with the requirements of the BRC and/or IFS standards. The different modifications in the product(s) and/or process(es) must be clearly
identified and monitored. In case of doubt, the Company must inform AFNOR Certification and try to deal with the raised problem together.

If an incident shows or generates a defect in the product(s) and/or process(es), may this defect be possible or demonstrated, and if this defect creates or may create (if this defect is proven) a risk for the Company and/or its personnel and/or the final consumer and more generally for goods or persons in direct or indirect contact with the product(s) and/or process(es) in question, the Company must inform AFNOR Certification immediately.

4.4: Use of the AFAQ mark

During the validity of its certificate(s), the Company agrees to refer to its certification and use the AFAQ mark -notably on its website, in accordance with the rules of use of the AFAQ mark.

Moreover the Company may link the AFAQ mark applied on its website directly to its electronic certificate(s) and/or to the www.afaq.org website without prior express authorization from AFNOR Certification. However the Company must delete that link, without delay, when requested by AFNOR Certification, if the content of the Company’s website does not comply with AFNOR Certification’s or the AFNOR Group’s ethics or with applicable laws and regulations.

Once the certificate(s) has(have) expired, the Company shall no longer use the AFAQ mark.

4.5: Termination of the Certification Contract

When the certificate(s) is/are no longer valid from whatever cause (non-renewal or withdrawal), the Company shall:
- return the certification document(s) to AFNOR Certification as soon as the Company has been informed of its/their expiry,
- once it has been informed, delete all references from the certificate(s) and the AFAQ mark from all business and advertising documents and material and shall no longer refer to the certification.

The Company shall provide AFNOR Certification with, if so requested, the exhaustive list of technical documentation and business material used by the Company.

ARTICLE 5: CONFIDENTIALITY

External or internal auditors, silent observers and any other person involved in the certification process are bound by an agreement of professional non-disclosure.

Moreover, AFNOR Certification agrees not to disclose all or part of the information obtained in the course of the contract to any other person without the Company’s prior written consent.

AFNOR Certification is nevertheless authorized to disclose any information it has about the Company, with the exception of purely technical information from audit reports, to members of the AFNOR Group*. Such information is related in particular to the identification of the Company, reference document(s) concerned and planned deadlines.
*The AFNOR Group includes the AFNOR association as well as companies, associations and group of undertakings in which AFNOR directly or indirectly holds a stake or in which AFNOR exercises a dominant influence or appoints the administrative or management bodies.*

Similarly, the Company authorizes AFNOR Certification to disclose any information about the Company and/or its certification and which would be requested by the COFRAC, the BRC and/or the FCD (French retail and wholesale federation).

AFNOR Certification and the other members of the AFNOR Group may refer to the Company in their commercial documentation.

The provisions of this article shall continue to apply for a period of five years upon termination of this contract.

**ARTICLE 6: AUDIT REPORT AND CERTIFICATE DISCLOSURE**

The Company is authorized to use, under its sole responsibility and in their entirety, all audit reports, certificates and certification documents, written by AFNOR Certification as part of the certification process.

The Company authorizes AFNOR Certification to disclose all information specified on the certificate(s) and to refer to this information on the [www.afaq.org](http://www.afaq.org) website, notably in the directory of certified Companies, during the validity of its certificate(s).

The Company also authorizes AFNOR Certification to disclose audit reports and certificate(s) to the BRC and/or the FCD (French retail and wholesale federation).

**ARTICLE 7: FINANCIAL AND PAYMENT TERMS**

**7.1: Financial Terms**

Fees owed to AFNOR Certification are defined and stipulated in the specific terms of this contract.

AFNOR Certification reserves the right to revise its prices on a yearly basis up to a limit equal to the annual change of the SYNTEC index (change of the SYNTTEX index during the last calendar year). The fact that AFNOR Certification defers or does not exercise its right to apply this indexation clause does not mean that AFNOR Certification waives its right to apply it.

The Company shall reimburse AFNOR Certification all travel and subsistence (food and housing) expenses in relation to the performance of audits.

If for any reasons the certificate delivery is stopped, the Company shall pay all fees corresponding to works performed or begun by AFNOR Certification.
If an audit is postponed or cancelled unilaterally by the Company before the audit opening date, AFNOR Certification reserves the right to request the Company to pay 30% of the amount which would have been invoiced had the audit been performed.

As part of an audit Food unannounced, if the company denies access to the site to the auditor(s) (apart from “force majeure”), AFNOR CERTIFICATION reserves the right to request the Company to pay 100% of the amount which would have been invoiced if the audit have been performed and the travel costs.

7.2: Payment Terms

Invoicing terms are stated in the specific terms of this contract.

All invoices issued by AFNOR Certification are payable only by cheque or bank transfer upon receipt. They shall be paid in any event before AFNOR Certification discloses the BRC and/or IFS certification decision.

If the Company fails to pay the fees by the due date, interests shall be applied at the rate of one and a half times the legal interest rate.

Any delay in the payment of the fees will entail the payment of a fixed sum of € 40, as compensation for recovery costs (as per provisions of Article D.441-5 of the French Code de Commerce).

ARTICLE 8: SUSPENSION

The decision to suspend the Company’s certificate(s) can be made in the following cases:

- at the Company’s request, especially in case of a reorganization which may temporarily impact the continued compliance to the reference document(s),
- on the initiative of AFNOR Certification due to non-conformities to the reference document(s) or in case of successive carryovers.

The duration of the suspension is decided by AFNOR Certification and may be extended but may not exceed 6 months in any case. The suspension may be lifted prior to the end date and at the request of the Company if the Company demonstrates the suspension has become irrelevant.

AFNOR Certification reserves the right to disclose this suspension and specify if the Company’s certificate is suspended at the Company’s or AFNOR Certification’s request.

Upon notification of the suspension of its certificate(s), the Company agrees to no longer produce business and/or technical documents on which the certification is mentioned, nor to communicate about the certification in any way.

In case of emergency or because of the gravity of the observations made, AFNOR Certification may suspend the certificate without prior notice.
As a result of a suspension decision (voluntary or not), AFNOR Certification reserves the right to demand the return of the certificate(s).

To lift the certificate suspension, AFNOR Certification reserves the right to determine which actions are to be taken, and especially to carry out a full reassessment of the product(s) and/or process(es) of the Company. Depending on the audit result, AFNOR Certification makes the decision to restore or withdraw the certificate(s).

The suspension does not extend the validity period of the certificate(s) concerned.

**ARTICLE 9: TERMINATION**

If non-conformities to BRC rules are observed during an audit, the Company has 28 days to implement corrective actions. If non-conformities to IFS rules are found during an audit, the Company has two weeks to propose corrective actions.

If the Company has not taken the actions required to lift the suspension, the contract shall be terminated as of right within one month of the formal notice of suspension.

Besides, if one party fails to meet any other obligation, it may be bound to perform its obligations within one month as per formal notice given by the other party.

If this formal notice remains unheeded, its author has the right to terminate this contract, at any time by registered letter with acknowledgement of receipt, provided that a two-month period of notice is observed.

The termination of the contract leads to the withdrawal of the certificate(s).

The withdrawal of the certificate(s) is disclosed by AFNOR Certification, notably on its [www.afaq.org](http://www.afaq.org) website. AFNOR Certification reserves the right to specify whether the withdrawal has been decided by AFNOR Certification or the Company.

AFNOR Certification may decide to withdraw the certificate(s) without prior suspension in case of significant non-conformities to the reference document(s).

In the event of certificate withdrawal, the Company is not entitled to any compensation.

If the Company terminates the contract for any other reason than the non-performance of AFNOR Certification's obligations, the amounts already paid by the Company shall not be reimbursed, and the Company shall pay a compensation equivalent to 20% of the amounts remaining due.

In the event of termination of this contract, AFNOR Certification agrees to destroy all Company’s documents no longer necessary and/or to give back to the Company, upon its request, all documents previously submitted.
ARTICLE 10: LIMITATION OF LIABILITY

AFNOR Certification undertakes to dedicate all necessary resources to thoroughly provide its services. AFNOR Certification will not be held liable unless error or negligence is demonstrated by the Company.

In that event, AFNOR Certification’s obligations toward the Company as for damages, losses, expenses and other prejudices incurred for which its professional liability is held, cannot exceed, in any case, an amount equal to 15 times the cost of the audit day.

The Company has sole responsibility for the use of its certificate(s). A certificate is the result of an assessment and not a guarantee. The Company agrees not to turn against AFNOR Certification if a third party interprets incorrectly the value of its certificate(s).

The fact that AFNOR Certification delivers certificates and/or any other documents, whatever the medium, or is involved in the certification process, does not mean that the Company has complied, complies or will comply with the legislation and/or regulation to which it is subject.

Similarly, the delivery of the certificate(s) is not in itself a notification of the conformity to the requirements of a regulation and/or legislation laid down notably by a French or international administration.

It is specified that AFNOR Certification cannot be held liable to the Company and/or a third party for defects, whatever the cause and nature, of products certified by AFNOR Certification.

ARTICLE 11: APPLICABLE LAW AND COMPETENT JURISDICTION

This contract is governed by the French law.

The parties shall endeavour to settle amicably all disputes that may arise regarding the interpretation or performance of the contract. Should the parties fail to reach agreement, they shall take their dispute to the Bobigny Commercial Court.

This is a non-binding English courtesy translation. In case of inconsistency or discrepancy, only the French version shall prevail.