



**General Certification Conditions of ISACert B.V. for certification of Food/  
Feed products, processes and management systems regarding quality,  
environment, hygiene and food safety**

Date:  
19<sup>th</sup> April 2007

Drawn up by:  
ISACert B.V.

# INTERNAL DOCUMENT: General Certification Conditions of ISACert B.V.

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## Table of Contents

<b>1</b>	<b>Introduction .....</b>	<b>2</b>
<b>2</b>	<b>Relevant documents .....</b>	<b>2</b>
<b>3</b>	<b>Sale and delivery conditions .....</b>	<b>2</b>
<b>4</b>	<b>General rights and obligations upon certification.....</b>	<b>3</b>
<b>5</b>	<b>Publicity .....</b>	<b>3</b>
<b>6</b>	<b>Alteration of the assessment criteria for certification .....</b>	<b>3</b>
<b>7</b>	<b>Confidentiality .....</b>	<b>3</b>
<b>8</b>	<b>Liability.....</b>	<b>4</b>
<b>9</b>	<b>Fees .....</b>	<b>5</b>
<b>10</b>	<b>Withdrawal of the certificate.....</b>	<b>4</b>
<b>11</b>	<b>Appeal; complaints .....</b>	<b>4</b>
<b>12</b>	<b>Termination.....</b>	<b>5</b>
<b>13</b>	<b>Term of the certification agreement .....</b>	<b>5</b>

## 1 Introduction

These General Conditions for certification of business management systems and operations form part of the certification programme of ISACert B.V., hereinafter called ISACert.

### General principles

- ISACert BV has its registered office in Ede, Arnhemseweg 18, P.O. Box 8006, 6710 AA- the Netherlands; tel: +31 318 658750, fax: :+31 318 658759, e-mail: [info@isacert.com](mailto:info@isacert.com) and
  - functions in the Netherlands as an accredited certification body for product, process and management systems certification in the area of quality, environment, hygiene & food safety of suppliers of products and services in the agricultural sector in the foods & drinks sector and in the distribution and trade of foodstuffs;
  - assesses suppliers who have requested certification against the criteria established for certification;
- The supplier/applicant applies for certification of products, processes or management systems by completing, signing and submitting an application/order confirmation form for certification. By means of this form the supplier/applicant confirms to agree to the principles as set out in the application/order confirmation form and in these General Conditions and that the supplier is aware that by signing this application/order confirmation form a mutual agreement with ISACert has been concluded regarding general certification conditions and to respect the conditions during the agreement period, with the result that
  - an assessment shall be made on behalf of ISACert and an assessment report shall be drawn up regarding the assessment;
  - on the basis of the assessment report and any comments which the supplier makes with regard to the report, ISACert shall qualify the assessment results;
  - in case of a positive qualification, ISACert grants the supplier a numbered certificate for the scope of the supplier's activities as specified on the certificate according the applicable rules;
  - where relevant, ISACert shall set up a register of the certified activities of the supplier.

## 2 Relevant documents

The ISACert Certification Protocol & Regulations for audit/inspection, certification and surveillance with all related appendices applies. These documents can be consulted via the ISACert website ([www.isacert.com](http://www.isacert.com)) under Publications/ Procedures.

## 3 Sale and delivery conditions

The supplier's sale and delivery conditions relating to the operating activities set out in the certificate shall not conflict with the provisions of the documents referred to in Chapter 2 and in specific shall not conflict with the assessment criteria relating to the certificate.

## INTERNAL DOCUMENT: General Certification Conditions of ISACert B.V.

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### 4 General rights and obligations upon certification

1. As proof of certification, ISACert grants the supplier the right to carry the ISACert certification hallmark on all its documents relating to the activities for which the certificate has been granted in a manner as set out in the regulations for the use of the ISACert Certification Hallmark.
2. The supplier is obliged to keep himself informed about the valid certification criteria and compliance requirements concerned. The supplier is obliged to assure that the management system, for which the certificate is granted, continually complies with the valid criteria for certification as referred to in the introduction under 2 and that its organisation strictly complies with the certified management system.
3. ISACert shall implement a surveillance program, as agreed with the supplier and in accordance with the provisions of the certification scheme referred to in Chapter 2, in order to safeguard the validity of the certificate.
4. The supplier is obliged to participate in the surveillance program referred to in the preceding paragraph and to complete the instructions given to it in this context within a reasonable term. In addition, the supplier is obliged at all times to allow the experts engaged for the surveillance access, in accordance with the provisions of the certification scheme, referred to in Chapter 2. Furthermore, the supplier is obliged, if so requested, to participate in specific assessments in this respect, as in assessments regarding the results of corrective measures to be taken by the certificate holder.
5. The supplier is obliged immediately to inform ISACert or its representative in writing of a change in the circumstances on the basis of which the certificate is granted. This also applies for possible legal procedures relating to product safety or legal requirements, including 'product recall'. ISACert can, in such case, decide in the manner stipulated in the certification scheme referred to in Chapter 2.

### 5 Publicity

1. During the term of the certification agreement, the supplier is free to make public that he is entitled to use the certificate and the certification hallmark for the activities referred to in the certificate in accordance with the requirements as mentioned in the regulations for the use of the certification hallmark. The same applies if the supplier carries out its business under a joint name or brand name and not under the name of one of the certified companies, provided all activities under such joint name or brand name, which are aimed at the relevant product/market segment, are certified. The usage of the ISACert certification hallmark and of the certification declaration is regulated in a Regulation, which is published under publications/procedures at the website ([www.isacert.com](http://www.isacert.com)) of ISACert.
2. ISACert gives the supplier the right, during the validity term of the certificate, to publicise the certificate and the definite assessment report, made up by ISACert, provided he presents the report in its entirety.
3. If the supplier wishes to affiliate ISACert with its products, processes or services through publications in a manner other than indicated in the preceding paragraphs, the supplier shall require ISACert's consent.
4. Upon ISACert's first demand the supplier is obliged to retract inaccurate statements and publications relating to the certificate and the certification hallmark and rectify such to the satisfaction of ISACert.
5. The supplier shall refrain from any use of the acknowledgement as certificate holder which can be misleading, or with regard to which it knows or ought to understand that ISACert can suffer damage in consequence thereof.

### 6 Alteration of the certification criteria

1. In the event the criteria applicable to this certification agreement are altered, reference is made to the certification regulations in the chapter on 'alteration of the certification criteria'.
2. If the supplier confirms within the term stipulated in the certification regulations that it accepts the alteration and the results of any additional assessment is favourable, the altered criteria shall be deemed part of this certification agreement as of the date when they become binding.

### 7 Confidentiality

1. ISACert is obliged, through all means at its disposal, to ensure confidentiality by its directors in respect of all information that comes to their attention in the framework of the performance of this certification agreement.
2. ISACert shall impose the same duty of confidentiality on persons charged with work of a confidential nature in the framework of the performance of this certification agreement.
3. The duty of confidentiality referred to in Paragraphs 1 and 2 shall be regulated by means of a signed confidentiality declaration.
4. The supplier is not permitted, under any name or title whatsoever, to persuade or attempt to persuade the assessors or other staff of the assessment organisation, who because of their position have knowledge of information arising from the enforcement of certification agreements, in the relevant work area, to act as its adviser, nor to influence them in an inappropriate manner.

## INTERNAL DOCUMENT: General Certification Conditions of ISACert B.V.

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### 8 Liability

1. ISACert and the person who carries out evaluations or inspections at the supplier's on behalf of ISACert are, barring cases of intent or gross negligence, not liable for damage which the supplier suffers as a result of the performance, the suspension and/or the withdrawal of the certification agreement and of the related certificate.
2. ISACert and its inspection or evaluation partner body involved are, except in the event of intent or gross negligence on their part, not liable for damage arising from an act or omission by the persons whom it instructs to carry out work in the framework of this certification agreement.
3. The supplier indemnifies ISACert and its inspection or evaluation partner body involved against all third-party claims in respect of incorrect functioning of products, processes and management systems to which this certification agreement applies.

### 9 Fees

1. The supplier shall owe ISACert or ISACert's inspection or evaluation partner a fee for the work resulting from
2. The supplier shall bear the financial consequences in the event ISACert decides to:
  - a. adjust the surveillance frequency in accordance with the provisions in the certification regulations under Article 6.2, or
  - b. carry out an additional surveillance in accordance with the provisions in the certification regulations under Article 6.3, or
  - c. carry out a verification of corrective measures in accordance with the provisions of Article 11 of the same regulations.
3. The supplier is obliged to pay 50% of the agreed assessment costs, when the supplier cancels the audit arrangement within 3 weeks before the planned audit date.
4. When applicable the supplier is obliged to pay for the registration/certification fee, which will be invoiced by ISACert on behalf of the scheme owner to the supplier.
5. A suspension measure by ISACert shall not affect the supplier's payment obligation.

### 10 Withdrawal of the certificate

1. ISACert can withdraw the certificate if:
  - a. a surveillance or an additional surveillance shows that the criteria for certification are no longer met;
  - b. the supplier abuses the certificate granted in such sense that due to its action or omission an incorrect impression could be created among third parties with regard to the nature and the scope of the certificate;
  - c. the supplier, despite repeated reminders, does not perform its obligations to ISACert;
  - d. it cannot reasonably be demanded of ISACert to continue with the certification agreement, such as in the event of the supplier's bankruptcy, in the event it petitions for a moratorium on payment, in the event the supplier has attempted to influence the ISACert assessor in an inappropriate manner or if the supplier in any way harms the good name of ISACert.
2. If ISACert decides to withdraw the certificate, it shall give the supplier a written notice of withdrawal stating the reasons. The supplier must immediately return the relevant certificate and sticker to ISACert.
3. ISACert can publish the withdrawal of a certificate, as well as the termination of the certification agreement as a result of the validity term, in accordance with the term that applies for the supplier to file an appeal.

### 11 Appeal; complaints

1. With regard to any disputes arising in respect of this certification agreement, including those regarding the withdrawal of the certificate, the parties are subject to the decision of the Appeal Tribunal as described in the ISACert certification regulations, which decision shall have the effect of a binding advisory opinion between the parties. An objection to the contents of an assessment criterion shall never be deemed a dispute.
2. ISACert is entitled vis-à-vis the supplier to take note of complaints of third parties regarding matters to which the certificate relates. The supplier is bound vis-à-vis ISACert to accept a decision made in respect of the complaint. ISACert can establish additional binding rules in this respect. These rules can entail tightening the surveillance, taking corrective measures or imposing a sanction, and demanding compensation of costs incurred for the inquiry.
3. The supplier is obliged to report/register complaints and the handling of the complaints regarding the certified activities. ISACert's representative has the right to assess/investigate this register, the records and the handling.

## INTERNAL DOCUMENT: General Certification Conditions of ISACert B.V.

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### 12 Termination

1. The certification agreement can only be terminated, subject to the provisions of Paragraph 2, with a notice period of six months.
2. The certification agreement can be prematurely terminated:
  - if one of the parties has acted contrary to one or more of its obligations under this certification agreement to a serious degree. The other party is entitled to terminate the certification agreement with immediate effect as a result of the aforementioned breach;
  - by ISACert when there is no longer any appeal procedure before the Appeal Tribunal with regard to a decision to withdraw the certificate;
  - by the supplier when a decision to carry out an additional surveillance has been made and if the supplier is not willing to accept an alteration of the certification criteria, as of the time that the notice to this effect has been sent to ISACert.
3. Notice of termination shall not affect the obligations which the supplier already has vis-à-vis ISACert. The duty of confidentiality of ISACert's duty of confidentiality shall remain in effect regardless of termination.
4. Notice of termination must be given to the other party by registered mail, setting out the reasons for the termination, and stating the date of termination of the certification agreement.
5. The supplier can file an appeal against a decision by ISACert to terminate the certification agreement, in accordance with the Rules of Appeal.
6. If ISACert alters the General Certification Conditions, which are part of the certification scheme, ISACert can withdraw these Conditions and simultaneously present a new version of the General Certification Conditions. In such case Paragraph 5 and, subject to any transition arrangement that might be necessary, Paragraph 3, does (do) not apply.

### 13 Term of the certification agreement

1. This certification agreement will become effective for 3 years, subject to premature notice, as soon as the certificate is granted.
2. In the situation of a yearly certificate validity renewal (BHC) or a yearly renewal of the certificate (BHC, EUREPGAP, BRC, IFS), this certification agreement remains in effect.
3. In the event of a situation as referred to in Chapter 12 Paragraph 6, the certification agreement shall remain in effect on condition of acceptance of the new general conditions by the supplier.

#### REFERENCES:

EN 45012: 3.1.1  
EN 45011 (1998) criteria: 8.1.1; 13.2