Contract

on Certification
FSSC 22000

between the

Certification Body

of CERT International s.r.o.

Račianska 66, 831 02 Bratislava
Slovakia

- hereafter referred to as Certification Body -

and

- hereafter referred to as Applicant -

§ 1 Subject Matter of the Contract and Contractual Basis

The contract governs the modalities of the certification of the system based on the standards/ the guideline FSSC 2200 Ver 6. applied for and the herewith connected review of the system in order to maintain the validity of the certificate for the enterprise (Applicant):

These apply for the scope defined in the respective current audit report.

The contract furthermore contains regulations concerning the using of the certificate and the using of the mark in accordance with the offer of the Certification Body and the assignment by the Applicant.

Basis for the certification are the respective regulations in their valid version. With this contract all previously concluded contracts concerning certification for the above-mentioned scope of certification become invalid.

§ 2 Responsibilities of the Applicant

(01) Before the audit (pre-audit, certification audit (stage 1 and stage 2), monitoring audit, re-certification audit) the Applicantprovides to the Certification Body with all the valid documentation (manual, process instructions and operation instructions if applicable) referring to the system / the service (handing over or access) as well as records concerning e.g. audits performed internally and management review.

(02) Audits will be performed on site at the Applicant's units. During the audit the Applicant shall grant the team of auditors access to the records concerned by the scope as well as access to the organisational units concerned and the processes; the Applicant furthermore permits interviewing employees.

(03 He designates a representative of the management.

(04) He ensures that the responsible persons of the company have knowledge of all FSSC 22000 requirements and that they keep themselves updated by checking news of the FSSC 22000 regulation regularly using the homepage of www.fssc.com

(05) He designates a contact person for the Certification Body and the team of auditors.

(06) After being granted the certificate, the Applicant is obliged to communicate to the Certification Body any major changes to the legal and organisational form, the economic or legal circumstances, the company's structure, the organisation and the management (key personnel) as well as significant changes to the management system including changes to the covered scope of application of the certified management system, scope of operations and products categories (e.g. new products or new processing lines) as well as all changes that having a major influence on the system / the service.

(07) The Applicant is obliged to record any objections and their rectifications regarding the system and the products / services and to disclose them to the auditor during the audit.

(08) The Applicant may not give or permit any misleading statements regarding his certification. He is not authorized to use outside of the regulations of this contract (in particular §5 and §6) certificates and marks as well as the name of the certification body as well as the registered marks "Cert International", "CI" and FSSC 22000 Logo.

(09) The Applicant may not create the impression that the certification applies to activities outside the scope of the certification. In case of a reduction of the scope the communication media including advertising materials have to be modified accordingly.

(10) In case of a certification of systems the Applicant may not permit the impression to be created that a product (including a service) or a process has been certified.

(11) The Applicant may not use the certification in a way discrediting the Certification Body and / or the certifying system so that it might lose public confidence.

(12) The Applicant shall grant the Certification Body the performance of witness audits by the Accreditation Body / Approving Body (FSSC Foundation) as well as the participation of monitoring auditors or trainee auditors. No additional costs shall hereby arise for the Applicant.

(13) The Applicant notifies within 3 working days to the certification bodyrelated to the following:

a) Any significant changes that affect the compliance with the Scheme requirements and obtain advice of the CB in cases where there is doubt over the significance of a change;

b) Serious events that impact the FSMS, legality and/or the integrity of thecertification, including situations that pose a threat to food safety or certification integrity as a result of Force majeure, 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 at risk and/or where the Foundation can be brought

into disrepute. These include, but are not limited to:

- Public food safety events (e.g., public recalls, withdrawals, calamities, food safety outbreaks, etc.);
- Actions imposed by regulatory authorities as a result of a food safety issue(s), where additional monitoring or forced shutdown of production is required;
- Legal proceedings, prosecutions, malpractice, and negligence; and
- Fraudulent activities and corruption.

d) Changes to organization name, contact address and site details;

e) Changes to organization (e.g., legal, commercial, organizational status orownership) and management (e.g., key managerial, decision-making, or technical staff);

f) Major changes to the food safety management system, scope of operations andproduct categories covered by the certified management system (e.g. new products, new processing lines, etc.);

g) Any other change that renders the information on the certificate inaccurate.

The certification body evaluates the risk of these incidents and takes appropriate measures (request for explanation from the client, if necessary, again auditing for investigation of these incidents, if necessary, withdrawal of certificate).

The Applicant allows the Certification Body and the FSSC Foundation to share information related to the certification (incl. their certification status) and auditing process with the Foundation, their Accreditation Body, the IAF, GFSI, governmental authorities as required and with other external parties.

(14) In justified cases it may be necessary to have short-noticed or unannounced surveillance measures (checking, audits or inspections to the Applicant on site or examination of documents to be submitted by the Applicant), e.g. to investigate references that certification requirements may not or no longer be met by the Applicant, to investigate complaints or to investigate the effects of significant changes (e.g. Legal form, ownership, organizational structure, operating resources or key personnel of the applicant). The determination of the necessity for these additional surveillance measures is left to the discretion of the Certification Body. The Applicant shall not be entitled to refuse additional surveillance and shall grant access to the person assigned by the Certification Body with additional surveillance (controller, auditors, inspectors) to all sites, documents and employees covered by the scope of the certification. The cost of these additional surveillance measures shall be borne by the Applicant.

§ 3 Responsibilities of the Certification Body

(01) The Certification Body is committed to treat all the information made available about the enterprise of the Applicant confidentially and to assess this information for the agreed purpose only. Information made available is not passed on to third parties. Detailed reporting to the board of arbitration in case of dispute is excluded. The Applicant can release the Certification Body from professional secrecy for certain reasons.

(02) In accordance with the description of the certification process (attachment), the Certification Body shall perform the certification and the monitoring according to the standard(s) mentioned above and shall grant the certificate / the certificates in case of a positive result.

(03) The Certification Body shall notify the bearer of the certificate concerning the alterations within the certifying procedure which may affect them directly.

(04) The Certification Body keeps and publishes on request a list of granted certificates together with details regarding the certified organization, the scope and validity including information on suspended or withdrawn certifications. The Applicant authorises the Certification Body and the FSCC Foundation to publish this information on their websites and in the FSSC Assurance Platform.

(05) The Certification Body shall record in writing any complaints of the Applicant concerning the certifying procedure and shall inform the committee for safeguarding impartiality in case of professional or technical complaints. In case no agreement between the Applicant and the Certification Body is achieved, the committee for safeguarding impartiality shall decide about the involvement of the board of arbitration. The Applicant is entitled to turn to the committee for safeguarding impartiality directly in case of complaints about the Certification Body. Full particulars are regulated in § 11.

§ 4 Surveillance Audit

(01) The validity of the certificates is three years. This assumes that annual surveillance audits at agreed times have been performed at the enterprise of the Applicant with a positive result. The date of the first surveillance audit subsequent to the first certification shall not be later than 12 months after the last day of the approval for the first certification.

(02) In certain justified cases an intensification of the surveillance audit or the performance of short notice or unannounced audits may become necessary, e.g. for the investigation of complaints, the effects of major changes according to § 2 (5) or due to the result of suspensions of certificates. The determination of the necessity is within the discretion power of the Certification Body. The Applicant shall bear the costs involved. According §2 (14) the Applicant is not entitled to reject the audit team and must grant the access to all locations, documents and employees within in the scope of the

certification for the audit team.

§ 5 Right of use of Certificates

(01) The certificates as well as the audit reports stay property of the Certification Body even after handing over to the Applicant. The Applicant is not entitled to carry out any modifications to the certificates. These certificates as well as the certifying documents or parts thereof may neither be used by the Applicant in a misleading way for advertising purposes nor is the Applicant allowed to permit any misleading advertising.

(02) The right of the Applicant to use the certificates shall be terminated with immediate effect and without requiring any notice of termination, if

- the Applicant does not immediately notify the Certification Body concerning any relevant changes to the circumstances – according to § 2(5) - or any indications for such changes,
- the certificates are misused,
- the results of the surveillance audits in accordance with § 4 do not justify the retention of the certificates any more,
- insolvency proceedings have been instituted against the assets of the Applicant or if insolvency proceedings are refused due to lack of sufficient assets,
- remuneration has not been paid within the period set by the Certification Body,
- surveillance audits cannot be performed for reasons the Applicant accounts for,
- the certificate was withdrawn
- the certification or the retention of the certificate has been interdicted by regulatory law or by a court decision.
- the Applicant uses the certificates or the marks in a way which violates the provisions of this contract and the applicable constituents (§ 13) or if he uses them otherwise contrary to contract.

The Certification Body is entitled to suspend, withdraw or annul the certificates in case of any listed above reasons occur or in case the certificate requirements have been permanently or severely defaulted by the Applicant.

(03) In case of the termination of the right of use the Applicant shall be obliged to immediately return the certificates to the Certification Body.

§ 6 Right of use of Marks

Together with the grant of the certificate the Certification Body will give the Applicant the permission to use the corresponding mark (Cert International certification mark and FSSC 22000 Logo) pursuant to the annex. This permission shall be valid for the period of validity and the score of application.

In case of FSSC 22000Logo Use the requirements of the Scheme, Part 2, Section 2.5.5 must be observed.

(01) The Applicant will be granted the right - which is not transferable and not exclusive - to use the mark exclusively for the scope of application of the certificate, in particular only for the part of the enterprise included in the certification or only for the certified service. Using the mark for another not certified enterprise and / or not certified part of the enterprise and / or not certified service of the Applicant is not permitted.

(02) Using the mark is limited to legal entities and must not be transferred to third parties or successors nor be item of an assignment or sale or any other forced measure without the explicit approval of the Certification Body.

(03) The mark shall be used for business purposes only and merely on documents for business correspondence and within advertising. The Applicant is not entitled to perform any modifications to the marks. Marks must be used neither in a misleading way for advertising purposes nor may this be permitted by the Applicant.

(04) The mark must not be used on products and product packaging, accompanying information of products or nameplates. Test reports by laboratories, calibration certificates and inspection reports and own certificates of the applicant are considered to be products. The mark also shall not be used in close connection with products and / or proceedings in a way which may lead erroneously to the conclusion that the products and/or the procedures / processes themselves have been certified.

(05) As regards the use the mark in particular within advertising the Applicant answers to the Certification Body. The Applicant ensures that the mark is used within the stipulations of this contract and its annex.

(06) The client is entitled to use the released mark in communication media, i.e. in printed matters, for e-mail correspondence, on Internet sites and in other advertising and to point out permission is granted. The display of the mark in e-mail correspondence or in the Internet may be done in a copyright protected form only.

(07) The right of the Applicant to use a mark shall be terminated with immediate effect and without requiring any notice of termination, if

- the validity of the certificate has expired,
- there are reasons comprised in § 5 (2),
- the mark is used outside the scope of application of the certificate,
- the mark is used contrary to the contract.

In this case the Certification Body is entitled to withdraw or annul the permission to use the mark. The Certification Body in this case is entitled to publish invalidation.

(08) When the right of use is terminated, the Applicant is obliged to immediately return the mark together with the permission pass to the Certification Body and to immediately remove the mark from any printed matter, other advertising and media available for him and to cease the use of the mark.

§ 7 Warranty / Claims for Damages

(01) The Certification Body does not guarantee for any positive decision or approvals by authorities, investigating offices, other technical surveillance associations or similar institutions judging the enterprise or its products based on the certification of the enterprise of the Applicant performed by the Certification Body.

(02) No guarantee shall be assumed for the legal validity and enforceability of either contractual rights or any deficiencies in title or other defects. The Certification Body in particular does not guarantee for the unrestricted use of marks for competitive purposes.

(03) The Applicant shall inform the Certification Body immediately - no later than two weeks after acceptance - in writing of any obvious defects. The Applicant shall inform the Certification Body of any hidden defects in writing no later than within two weeks after discovery of such. Otherwise, the assertion of warranty claims is excluded. This does not apply if the Applicant is a Consumer.

§ 8 Haftung

(01) Cert International's liability is based on the statutory provisions for compensation for damage if the Applicant asserts claims for damages based on intent or gross negligence, to include intent or gross negligence of the Certification Body's representatives or vicarious agents, or if the Certification Body culpably violates a material contractual obligation. Material contractual obligations are obligations which enable the proper performance of the Agreement in the first place and on the performance of which the contract partner usually relies and is expected to rely.Insofar as the Certification Body cannot be accused of intentional violation of a contractual obligation, the liability for damages in the above cases is limited to foreseeable damage typically incurred in connection with agreements of this nature. Accordingly, the Certification Body is in these cases liable for property and material damages up to a maximum of EUR 2,600,000.00 (two million six hundred thousand Euro) per damage event.

(02) In case of claims against the Certification Body by third parties - for instance by competitors of the Applicant or by clients of the Applicant - due to circumstances the Applicant is responsible for, the Applicant shell exempt the Certification Body from all claims by third parties.

(03) In case of claims against the Certification Body according to product-liability, based on the use of certificates or the mark by the Applicant contrary to contract, the Applicant shall be obliged to indemnify the Certification Body from any claim made by third parties. The same applies in case of claims against the Certification Body by third parties based on marketing claims by the Applicant.

(04) The Certification Body does not assume any liability, that the quality of a product of the Applicant is warranted by the certified management system / the certified service.

§ 9 Remuneration

The prices are determined in the Offer.

§ 10 Duration ofthe Contract

(01) This contract will become effective once it has been signed by both parties and shall be in force for at least the duration of the validity of the certificate (as a rule, three years).

(02) Conditions under which the certification contract can be terminated:

- in accordance with § 5 (02) and § 6 (07),
- in case of violation of other clauses of § 2 - § 6 of this Contract;
- other significant reasons.

§ 11 Arbitration Procedure

(01) In case translations of the contract have been made, the English version of the contract shall apply in case of disputes.

(02) Both sides shall commit themselves to call upon the board of arbitration of the Certification Body in case of disputes regarding the expertise and the certification before taking legal action.

§ 12 Severability Clause, Written Form, Place of Jurisdiction

(01) Additional agreements to this contract have not been made. Modifications and amendments require written form to become legally effective. The same applies to the renouncement of the requirement of the written form.

(02) Should any individual or several provisions in the contract be or become invalid, either in part or in full, this will not affect the validity of the other provisions. The invalid or impracticable provision will be replaced by a ruling that is as close as possible in economic purpose to the invalid or impracticable provision.

(03) Place of jurisdiction for all disputes in connection with this contract shall be Bratislava.

§13 Constituent Parts of the Contract

The APPLICANT acknowledges furthermore the below defined appendices to this contract at the time as integral part of the contract which shall become valid in the following order:

(01) Certification procedure for FSSC 22000

(02) Procedures for complaints and appeals

(03) CI trademark statement

Place, Date	город, дата
Head of the Certification Body of Cert International s.r.o РуководительОрганапосертификации CertInternationals.r.o	Management of the Applicant РуководствоЗаявителя