ISOQAR

Rules of Registration

Rules of Registration between ISOQAR Limited and the Client (organisations audited by ISOQAR).

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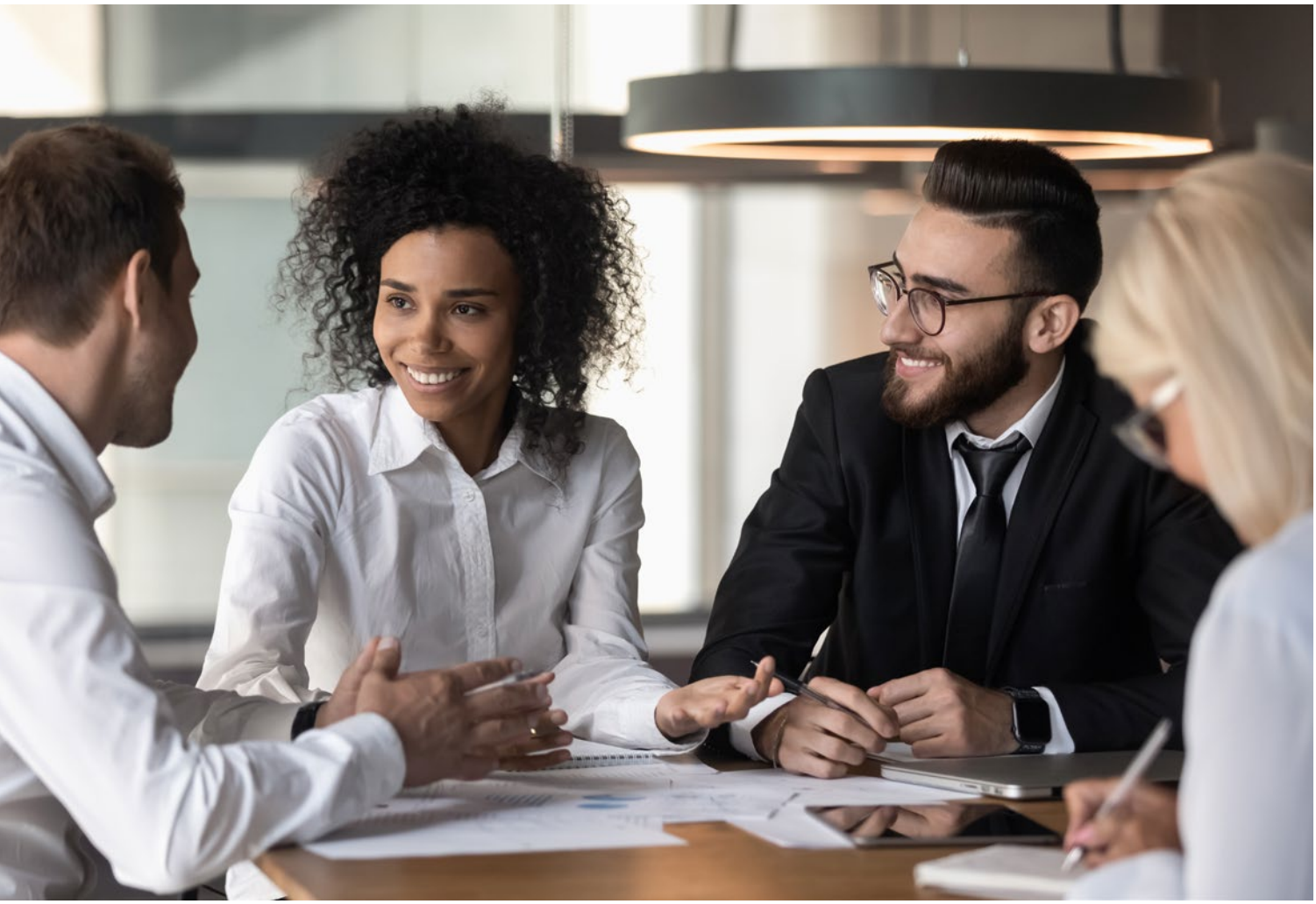
Rules of Registration between ISOQAR Limited and the Client (organisations audited by ISOQAR).

These Rules of Registration are legally binding on both parties and commence on the date that the Client's application for Registration is accepted by ISOQAR. A separate document covering the use of certification, verification, validation and/or accreditation marks and ISOQAR's logos forms part of this agreement which can be viewed here.

These Rules of Registration are to be read in conjunction with the ISOQAR Limited Terms and Conditions of Contract ("T&Cs"). Certification T&Cs can be viewed here. Validation/Verification T&Cs can be viewed here.



1. Introduction

These Rules of Registration have been drawn up in accordance with the requirements placed upon ISOQAR by Accreditation Bodies such as UKAS. ISOQAR must and shall abide by these requirements which are detailed in ISO 17021, 17065 or 17029 and other related documents and standards.

The scope of accreditation issued by relevant accreditation bodies i.e. UKAS is an acknowledgement that ISOQAR has the necessary expertise and ability to manage audits in those particular sectors. Details of all accredited scopes held by ISOQAR are available on request or by visiting www.ukas.com. If a particular sector is outside the present accredited scope of ISOQAR then an unaccredited certificate may be offered at the discretion of ISOQAR. Accredited certificates therefore refer to certificates issued by ISOQAR where ISOQAR has been accredited by a national Accreditation Body such as UKAS.

Definitions

Accredited/Unaccredited Scope – Accredited means the scope of activities for which ISOQAR has received authorisation from UKAS (or other national Accreditation Body) to issue certificates or opinion statements which bear the UKAS mark. Unaccredited scopes are therefore scopes which are not accredited by UKAS. Unaccredited certificates or opinion statements will only bear ISOQAR's logo.

Auditing – means the examination of evidence (by an authorised representative of ISOQAR) provided by the Client in support of compliance by the Client to the requirements of the standard(s) i.e. ISO 9001 covered by the relevant application. An audit can be conducted at the Client's premises, and/or Client customer's premises, temporary sites where the Client is working or conducted remotely. Auditing will also involve interviews with individuals who are involved in the processes or data being audited.

Audit Services – means the activities carried out at the Client's premises in order to verify the effective implementation by the Client of the standard or standards subject to audit. Audit services also include all the necessary ancillary work conducted by staff other that the auditors which is required to be undertaken in order for the Client to achieve or maintain Registration.

Auditor – means an individual who is either an employee of ISOQAR or who acts as a subcontractor to ISOQAR and has been deemed competent to undertake an audit against the standard or standards being audited.

Audit Team – means a number of individual auditors who will between them conduct the audit in accordance with the planned activities. Additional members of the audit team may also include individuals who are not appointed auditors but who are present at the audit to provide technical advice or a translation service.

Certification – means the issuing of a certificate by ISOQAR resulting from an audit of the Client's management system against the requirements contained within the individual standard or scheme where any such audit has concluded that the Client's quality management system has met the requirements of that standard(s). Certification of a management system is not a statement by ISOQAR that implies the product or service meets specified requirements unless issued under the ISO 17065 accreditation requirements.

Major non-conformances – arise when there is a lack of evidence to demonstrate that a requirement of a clause of a particular standard has been addressed i.e. no evidence, records or documents are available or where non-conformances raised at previous audits have not been effectively closed out.

Minor non-conformances – arise when there is a lack of evidence to demonstrate that a requirement of a clause of a particular standard has not been fully addressed i.e. some evidence, records or documents are available.

Validation/Verification – means the processes by which information supplied by the Client is audited for accuracy and completeness in accordance with the requirements of a recognised standard or scheme. Validation or verification of a Client's data typically results in ISOQAR issuing a statement of opinion about the accuracy and completeness of the information audited.

Material misstatement - refers to inaccuracies or omissions in statements that are significant enough to potentially influence the decisions of users relying on those statements. The degree of accuracy required is selected by the Client but is usually set to 5% of the overall claim.

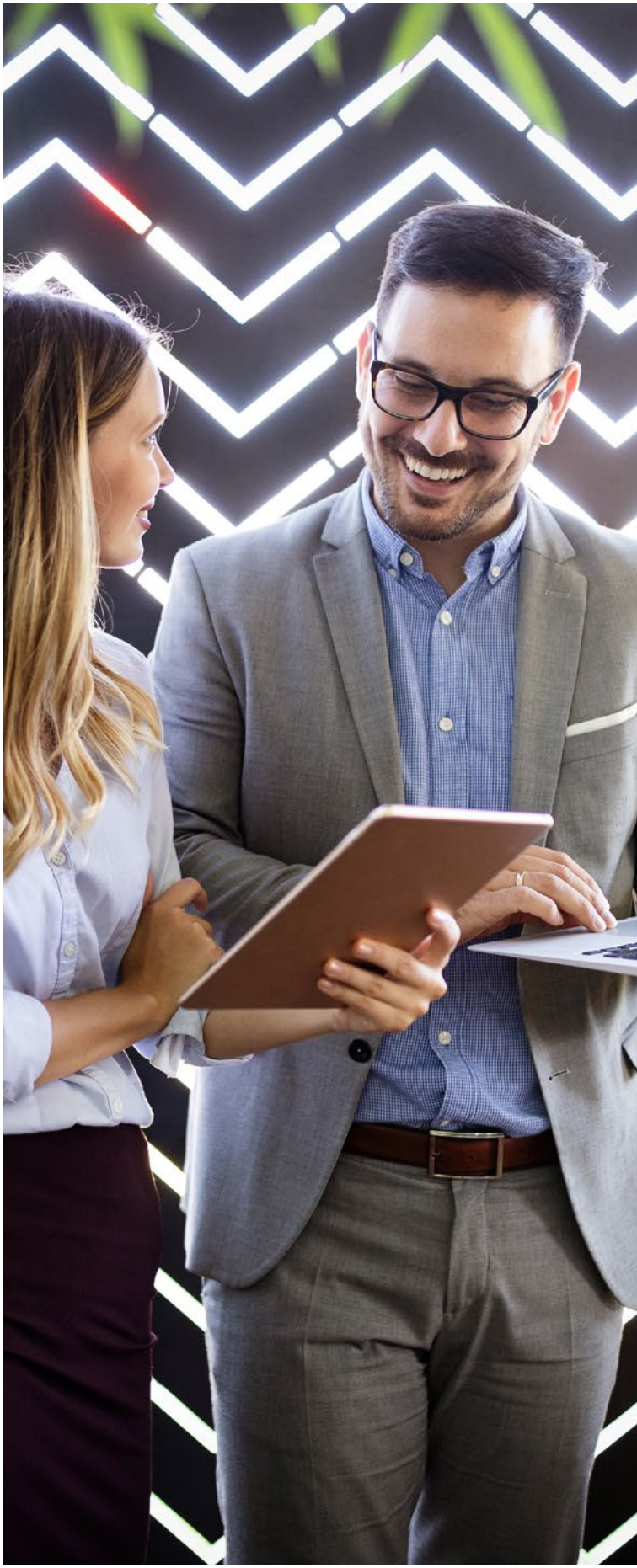
Registration – Is the process through which clients gain and maintain certification, verification or validation against a particular standard or standards. For certification, registration encompasses all certification activities, including all the activities outside of the certification process required to maintain Registration i.e. payment terms and conditions. Registration also refers to ISOQAR only and does not include Registrations with any other organisation.

Rules of Registration – means the rules governing the Registration of this Service.

Scope of Registration – means those activities undertaken by the Client which are audited by ISOQAR representatives and specified (or will be specified) on the certificate or statement of opinion. The scope of Registration also includes all premises and standards included on a certificate or statement of opinion issued by ISOQAR.

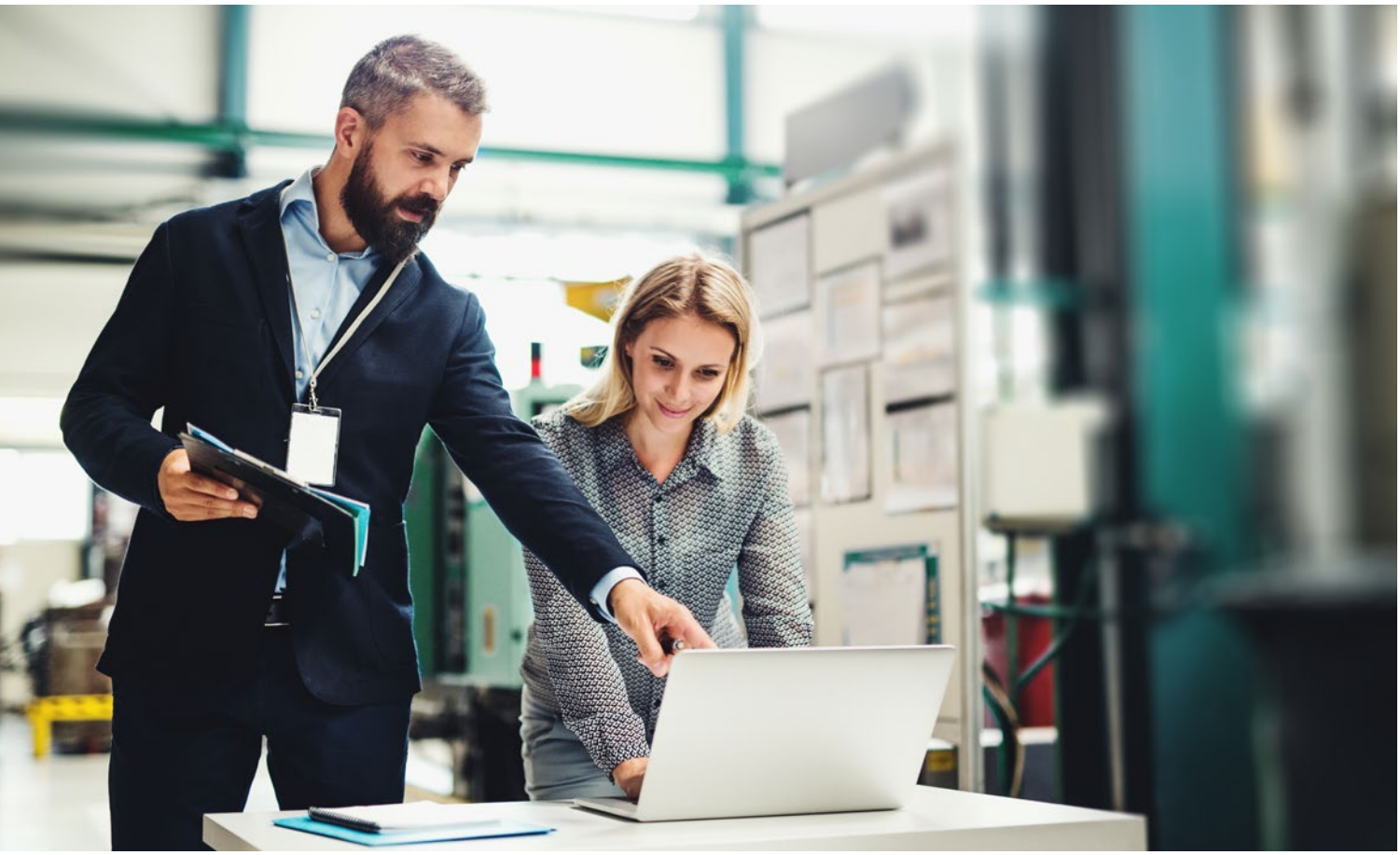
ISOQAR does not and will not offer consultancy or conduct internal audits.

ISOQAR does not and will not certify another certification body for its quality management systems certification activities.



2. Scope of the Rules of Registration

ISOQAR undertakes the audit, review and certification of product and management systems, and verifies and validates information statements and claims in accordance with a wide range of national and international standards and specifications. The Client agrees to supply all necessary information to ISOQAR as required by the individual standard and or schemes and that any products covered under product certifications continue to fulfil the product requirements. The Client also agrees to allow ISOQAR representatives access to the staff of the Client where those members of staff are involved in the processes covered by the scope of Registration and the effective implementation of the standard(s) certificated, verified or validated by ISOQAR.



3. Personnel, Impartiality and Confidentiality

ISOQAR undertakes to provide suitable and technically competent personnel for all audits using its own staff or competent subcontractors. All members of ISOQAR (employees and subcontractors) are required to sign confidentiality and impartiality agreements and declare any conflict prior to the audit or as soon as they become aware that a threat to the impartiality of the audit has been identified.

The Client will be notified, in advance of an audit, the name of the auditor or auditors who will be attending. The Client has the right to object to the appointment of a particular auditor. Any objection should be in writing giving the reasons for the objections and raised immediately upon notification.

The Clients staff and the Client's representative (consultant or advisor to the Client) are also required to declare if any link or relationship (commercial or personal) exists between themselves or their staff and ISOQAR personnel involved in the audit or certification, verification or validation activities which may bring into question the impartiality or independence of the audit or process.

Reports produced as part of the audit process together with all information and documents will remain confidential, only available to ISOQAR, the Client and the relevant accreditation body unless required as part of an investigation conducted by a body that has a legitimate and legal right to view any such report. However, ISOQAR does retain the right to inform the relevant authorities if breaches of legislation are discovered as part of the audit process.

ISOQAR will not disclose any confidential information to a third party without the written consent of the Client or individual concerned. Where ISOQAR is required by law to release confidential information to a third party, the Client or individual concerned shall, unless regulated by law, be notified in advance of the information provided. ISOQAR will comply with all requirements of the Data Protection Act 2018, UK GDPR and the Freedom of Information Act 2000 (as amended).

ISOQAR will make publicly available through its website a facility to check that a certificate issued by ISOQAR is current and valid. The website will show the name, relative normative document (UKAS accredited standard together with any other specific requirements), scope and geographic location (e.g. city and county) for each certified Client (or the geographic location of the headquarters and any sites within the scope of a multi-site certification). Access to this information will only become publicly accessible when a certificate has been issued and will require the Registration number (also referred as the certificate number) to be entered as the search criteria.

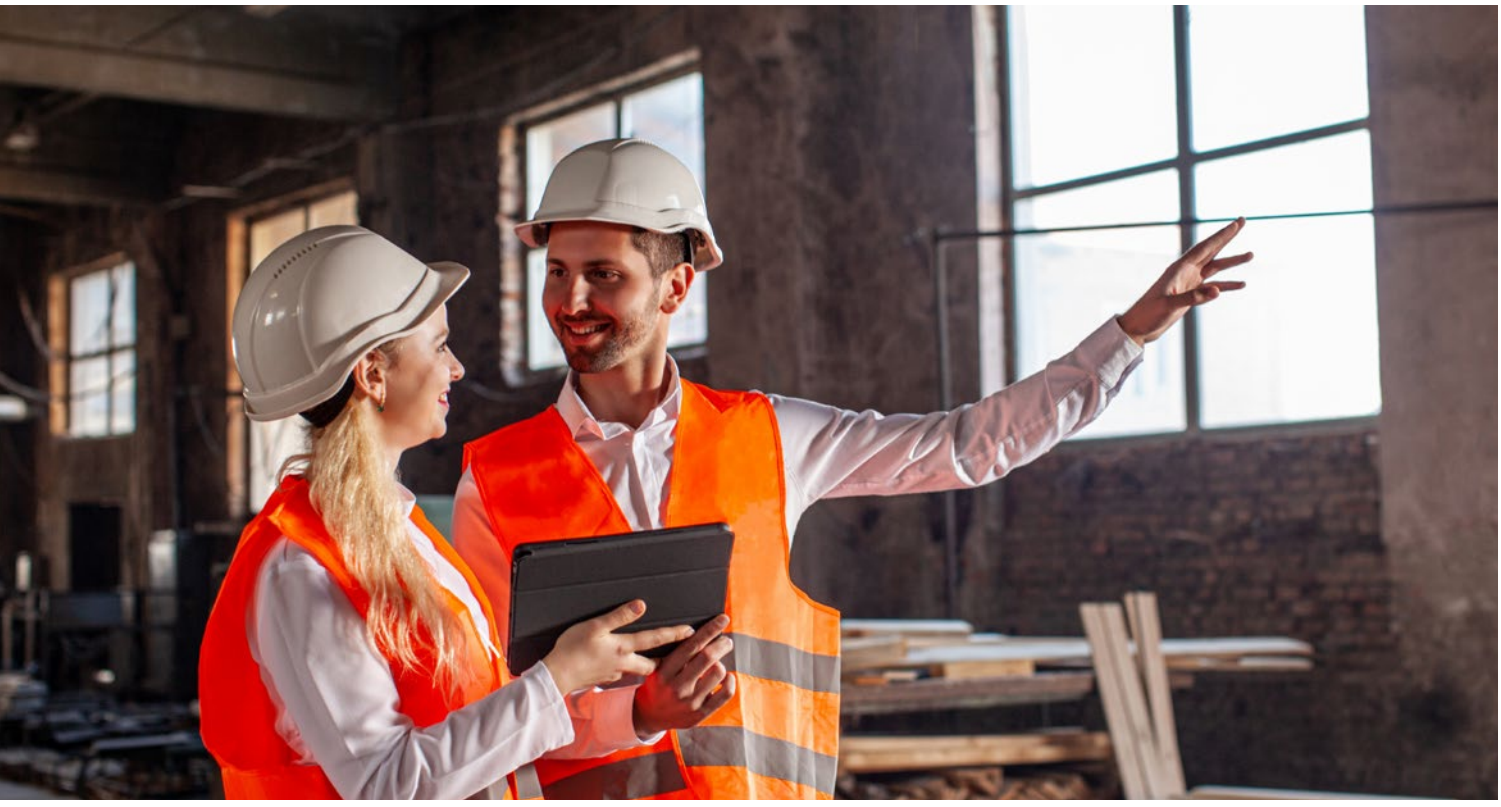
ISOQAR will provide details of all organisations who hold UKAS accredited management system certification to UKAS for use in their verification database (CertCheck). The purpose of this database is to allow users to verify that a claim of holding UKAS accredited certification is valid. The certification details held and displayed will include the scope of certification, date issued, locations covered and the awarding certification body. If any data is to be treated as confidential then the client should provide details in writing. UKAS will be notified of any such requests.

4. Application for Initial Certification

On acceptance of a quotation the Client will complete the application form and forward it with payment, if appropriate, to ISOQAR. Prior to acceptance ISOQAR will review the application and determine whether the payment is appropriate. If the payment is not appropriate due to a substantive change (increase/decrease in staff or added/reduced locations would constitute the main changes) in circumstances between issuing the quotation and receipt of the application, then a new quotation will be issued which in turn will require a fresh application.

Completion and the signing of the application form signifies acceptance by the Client of the quotation, Rules of Registration and Terms and Conditions. The Client is responsible for ensuring that a they provide an implemented management system, records, equipment, locations, areas, personnel and access to their subcontractors to ensure that they meet the requirement of the standard(s) and that these are available to be audited at the Stage 1 audit. Failure to produce a documented management system that meets the requirements of the standard may result in additional costs and the stage 1 having to be repeated. The project will be allocated to a suitable audit team to carry out the audit in line with ISOQAR's procedures and terms of accreditation. No further application form is required or requested unless the Client wishes to add additional standards or extend its scope of activities.

ISOQAR reserves the right to refuse to provide certification services if there is a risk to impartiality, risk to our audit staff either through threat or country specific risk, or if ISOQAR do not hold the relevant scope of accreditation.



5. Certification Audit Method

The initial audit is carried out in several stages:

The **Stage 1** audit is designed to demonstrate that the Client has a management system that meets the requirements of the appropriate standard. It will normally involve an on-site review of the documentation, a limited audit of some the management processes (if available) and development of a plan for the stage 2 audit. A full report will be given to the organisation and a date agreed for the stage 2 audit. In exceptional circumstances this process may be conducted at ISOQAR's offices. In certain circumstances the conclusions reached at the Stage 1 audit may be that the Stage 1 audit may need to be repeated in order to ensure that the management system meets the requirements of the appropriate standard(s). The Client agrees that it is responsible for ensuring that all health and safety considerations and requirements are made known to ISOQAR prior to commencement of the audit.

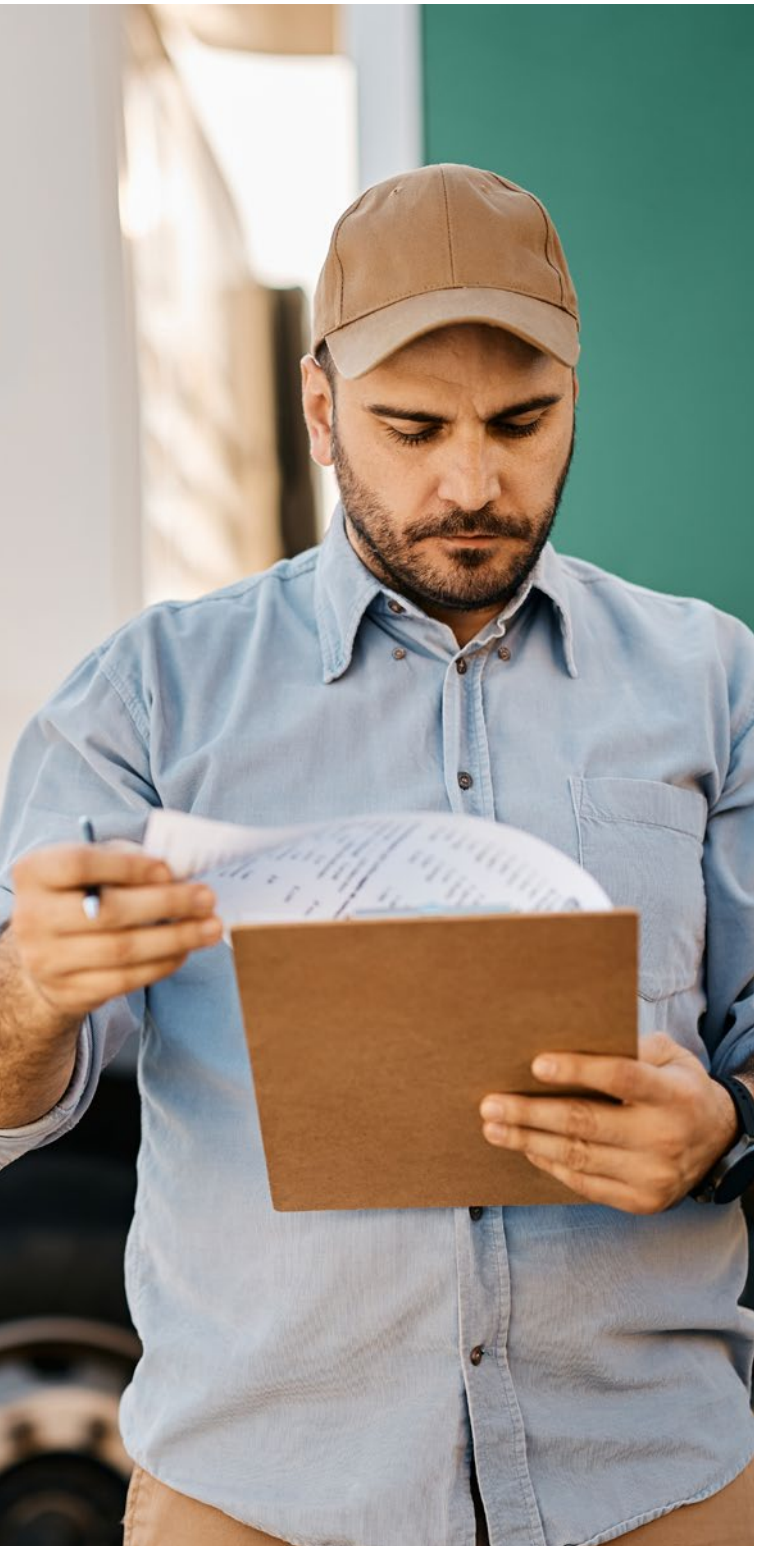
The **Stage 2** audit is carried out on-site at the Client's premises and will determine whether the Client has fully implemented the management system and that it meets the requirements of the appropriate standards or specifications (including relevant legislation). The Client will need to make all relevant documentation available, allow audit staff access to Client's staff as required and allow audit staff to visit Client sites where this is necessary. Visits to Client's sites will need to be arranged by the Client. The Client is responsible for ensuring that all health and safety considerations (relevant to the audit visit) and requirements are made known to ISOQAR prior to commencement of a visit to a Client's site.

Following certification, ISOQAR must be informed, by the Client, if any circumstances occur which significantly affect the Registration (i.e. additional processes, additional locations, removal of locations, change of company name, change of company address, change of nominated representative). ISOQAR reserves the right to re-audit if necessary.

The audit methods used will be interviews, observation of activities, review of hard copy documentation, review of documentation retained electronically and a review of records. The conclusion is based upon the evidence obtained during the audit. The auditor(s) will use standard sampling techniques to obtain this evidence and no guarantee can be given that a different conclusion may have been reached had different samples been taken.

Neither ISOQAR nor any of its servants or agents warrant the accuracy of any audit, review, information, certification, service or advice supplied.

6. Certification



On completion of the stage 2 audit, the audit team submits a full report to ISOQAR. On receiving a report stating that the Client's management system is recommended as meeting the requirements of the relevant standards or specifications, the report will be reviewed together with supporting documentation by a suitably qualified, independent and authorised member of ISOQAR's staff who will, if agreeing with the recommendation, authorise the issue of a certificate with the Registration number and scope of Registration. Should the audit raise non-conformances against any clause of the standard(s) audited at the stage 2 these must be corrected (also referred to as corrective action) by the Client within the timescale agreed with the auditor and subsequently closed out by ISOQAR either from documentation sent to ISOQAR or as a result of a further audit (to check the corrective action taken) before a certificate can be authorised to be issued.

The Client agrees to meet the extra costs relating to such increased visits or to review documentation sent into ISOQAR.

The certificate and reports remain the property of ISOQAR. The certificate is valid for up to three years (depending upon the relevant standards or specifications). Should the Client cease to be registered, ISOQAR will require any certificates issued to the Client to be returned. Paragraph 12 refers.

7. Annual Certification Registration, Surveillance, Recertification visits and short notice Audits

Following initial Registration and after the issue of a certificate, to maintain annual Registration, surveillance audits will be carried out at the Client's premises at a frequency determined by ISOQAR and detailed on the planning documents contained within or separate to the audit reports. It is however a condition of Registration that an audit is conducted at least once per year and a further condition that the Client maintains the management system which is subject to audit in accordance with the requirements of an International Standard (i.e. ISO 9001), British Standard (i.e. BS 7499) or other standard (i.e. Brand Reputation Compliance Global Standard) or scheme (also commonly referred to as a sector scheme, i.e. a National Highways Sector Scheme).

Should the audit raise any major non-conformances against any clause of the standard(s) audited at the surveillance visit these must be corrected (also referred to as corrective action) by the Client within the timescale agreed with the auditor and subsequently closed out by ISOQAR either from documentation sent to ISOQAR or as a result of a further audit. The Client agrees to meet the extra costs relating to such increased visits or to review documentation sent into ISOQAR.

Minor non-conformances raised during a surveillance audit against any clause of the standard must also be corrected by the Client within the agreed timescale. The corrective action taken by the Client will be checked at the next scheduled audit. Alternatively, the Client may be required to send evidence to ISOQAR to confirm that effective corrective action has been taken. Failure to correctly address minor non-conformances may result in a major non-conformance being raised and in such circumstances the Client agrees to meet the extra costs relating to such increased visits or to review documentation sent into ISOQAR.

To extend the certification beyond the 3 year period (or any other period covered by a particular standard or scheme) a recertification audit is required. This takes place prior to the expiry date of the certificate. Should the audit raise any non-conformances against any clause of the standard(s) audited at the recertification audit, these must be corrected (also referred to as corrective action) by the Client within the timescale agreed with the auditor, and subsequently closed out by ISOQAR either from documentation sent to ISOQAR or as a result of a further audit.

Recertification will involve additional fees to cover the costs of administration and any additional audit days over and above the number of days conducted during surveillance visits. The Client also agrees to meet any extra costs incurred where a further audit is required in order to verify that effective corrective action has been taken in order to close out identified non-conformances.

It may be necessary for ISOQAR to conduct an audit at short notice to investigate complaints or in response to change or to follow up on suspended Clients. In such cases ISOQAR will make known to the Client the circumstances and conditions under which the requirement to conduct a short notice audit have been determined. The Client agrees to meet the extra costs relating to such audits.

8. Expanding or Changing the scope or details of the Registration

Expansions to the scope of Registration may be applied for in the same way as the initial audit. An audit will be required to verify the changes or additions. If successful, a new certificate indicating the new scope will be issued by ISOQAR. Expansions to scope normally cover additional processes or additional permanent locations. An expansion to scope will require completion of a questionnaire and an application from the Client. Additional payment is normally required and ISOQAR will follow the procedure outlined in paragraph 4.

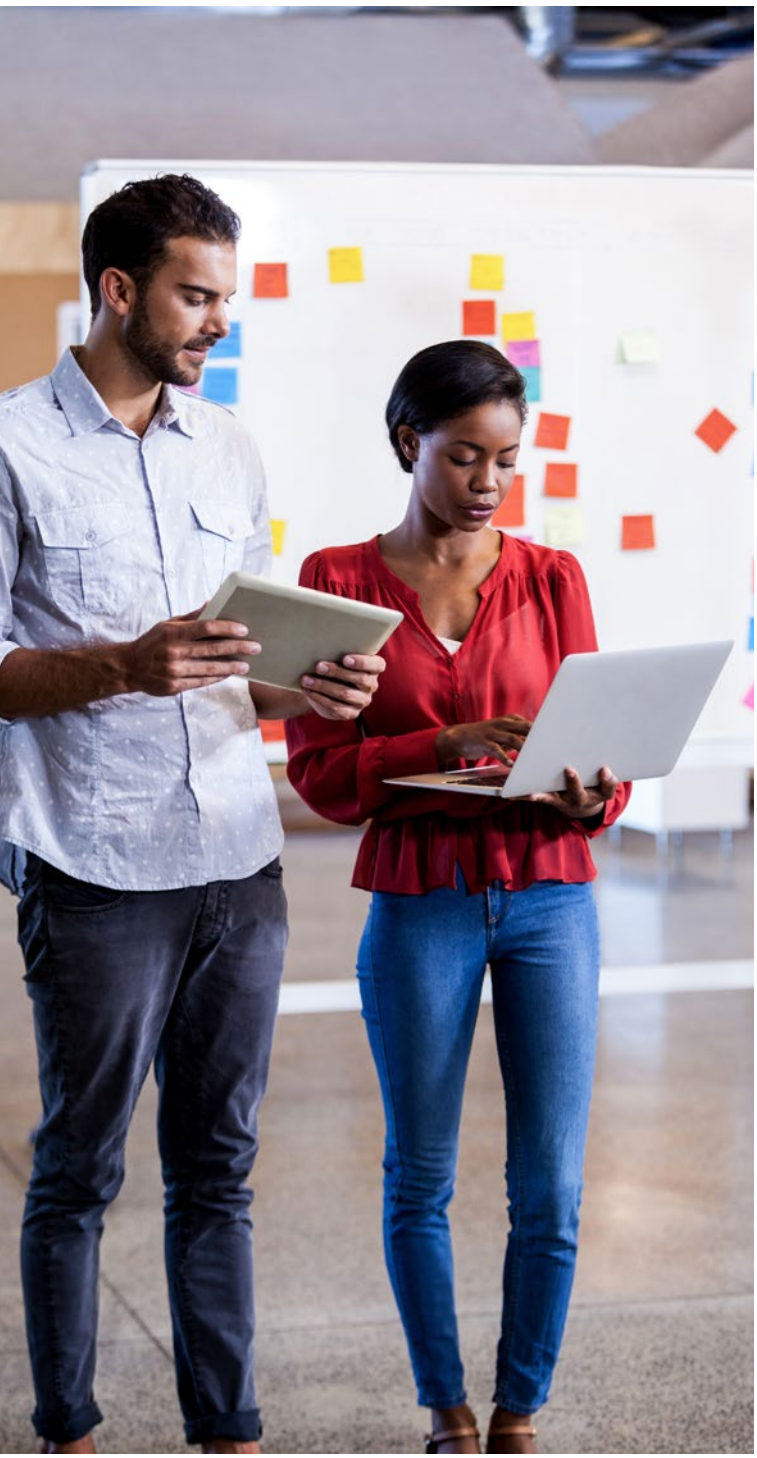
Where a Client is already registered to a particular standard i.e. ISO 9001 and subsequently wishes to add an additional standard i.e. ISO 14001 this will be treated as a new application and the Rules of Registration governing initial audits followed.

The Client agrees to notify ISOQAR of any material change in circumstances such as a change of address, change of name, significant change in staff numbers, closure of a location covered by Registration or change in contact names, telephone number etc. ISOQAR will take appropriate action and will reissue a certificate where necessary with the amended details. The reissue of a certificate will involve additional fees to cover the cost of administration. Any significant changes affecting certification will warrant a review of the registration and may result in a change to the audit days delivered.

ISOQAR agrees to inform its Clients of any major changes to the certificated schemes which may materially affect their certification. The Clients agrees to implement appropriate changes accordingly.

All advertising materials must be amended if the scope specified on the certificate is reduced.

9. Application for Validation, Verification



On acceptance of a quotation the Client will complete the application form and forward it with payment for the Stage 1 Pre-Verification or Pre-Validation to ISOQAR. Prior to acceptance ISOQAR will review the application and determine whether the payment is appropriate.

Completion and the signing of the application form signifies acceptance by the Client of the quotation, Rules of Registration and Terms and Conditions. The Client is responsible for ensuring that they provide all relevant records, including those requested during onboarding. Failure to produce the requested information may result in additional costs and a delays to the completion of subsequent stages. The project will be allocated to a suitable audit team to carry out the audit in line with ISOQAR's procedures and terms of accreditation.

A key output of the Stage 1 Pre-Verification or Pre-Validation is confirmation of the sufficiency of the Stage 2 Verification or Validation quote. If, during the pre-verification or pre-validation it is found that there is a substantive difference in the scope and boundaries from that which was considered during the initial quotation process, then a new quotation will be issued requiring a new application for the Stage 2 Verification or Validation and Review.

ISOQAR reserves the right to refuse to provide verification or validation services if there is a risk to impartiality, risk to our audit staff either through threat or country specific risk, or if ISOQAR do not hold the relevant scope of accreditation.

10. Verification and Validation Audit Method

Verification and validation audits are carried out in several stages:

The **Stage 1** pre-verification or pre-validation will focus on analysing and assessing the risks that could undermine the verification of your gas (GHG) emissions reporting or validation of your carbon management plan. A verification or validation plan and evidence gathering plan are developed to address the risks during the Stage 2 Verification or Validation Execution. You will be asked to submit information at the beginning of this process and we may need to discuss the information with your team throughout this stage.

The **Stage 2** Verification/Validation is the full review of your greenhouse gas (GHG) claim, statement and/or carbon management plan. We will perform a detailed verification of your data sources, calculations, assumptions and reporting. You will be notified in advance if we need to visit any of the sites included in your reporting boundary. At this stage we may seek clarifications before drafting our verification or validation report and opinion. The support of your team will be required throughout to ensure that data and clarifications are provided and site visits are facilitated.

Following verification or validation, ISOQAR must be informed, by the Client, if any new information becomes available that could affect the validity of the verification or validation activity. ISOQAR reserves the right to withdraw its issuance of opinion if necessary.

The methods used to perform a verification or validation audit will vary depending on the information, locations and workers involved. Typically, techniques used include observation, inquiry, examination, testing, tracing, testing, sampling, cross-checking, and reconciliation.

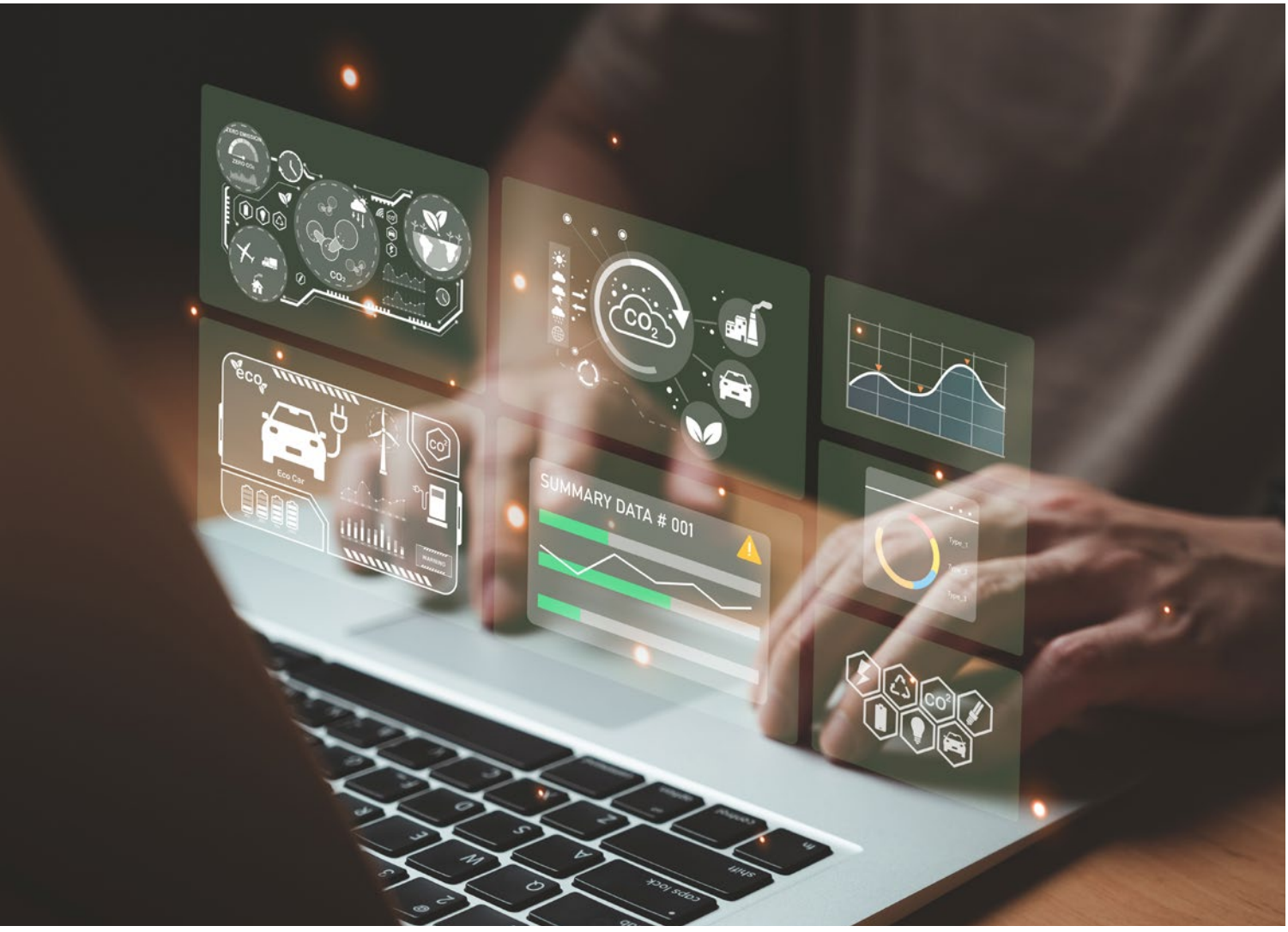
11. Issuance of Opinion

On completion of the Stage 2 verification or validation activities your auditor will issue you with a draft opinion and a report summarising the activities performed and findings of the audit.

The report, together with the evidence gathered during the assessment and the draft opinion are then subject to an independent review which checks the activities performed in the first and second stages. This process provides assurance that the verification was effectively implemented, and enables the issuance opinion.

Provided that the issuance of opinion supports your claim or statement, you will receive a Verification and/or Validation Statement, and the use and right to promote relevant associated marks and claims.

If the independent reviewer requires further clarification, information shall be sought from the auditor that conducted the verification or validation, or may seek clarification from the Client. All clarifications shall be resolved prior to the Issuance of Opinion.



12. Annual Re-Verification and Re-Validation

We will contact you annually to initiate the verification or validation process, enabling you to maintain and promote your claims and statements.

If your prior verification or validation was conducted by us, we already have a working knowledge of your organization's GHG inventory, data management, operational, and related processes. This provides consistency and supports a continued, established working relationship during the re-verification or re-validation process.

13. Publicity

Once a certificate or statement of opinion has been issued, but not before, the Client has the right to publish the fact. The relevant marks and logos can be used on its stationery and website, relating only to the audited scope of Registration and the relevant standards or specifications and as detailed on the certificate or statement of opinion. A separate document relating to the Rules of use of certification, validation or verification marks or accreditation marks and logos is available via the ISOQAR website or direct from ISOQAR. These Rules cover both ISOQAR's logo and where an accredited certificate is issued, the Rules relating to the accreditation bodies marks i.e. UKAS.

The Client must not make or permit any misleading statement regarding its certification, validation or verification, the scope, locations or standard(s) covered, or permit the use of an issued document or any part thereof in a misleading manner. Any references to the Client's management system certification or statement of opinion regarding a claim must not imply that ISOQAR certifies a product, service or process.

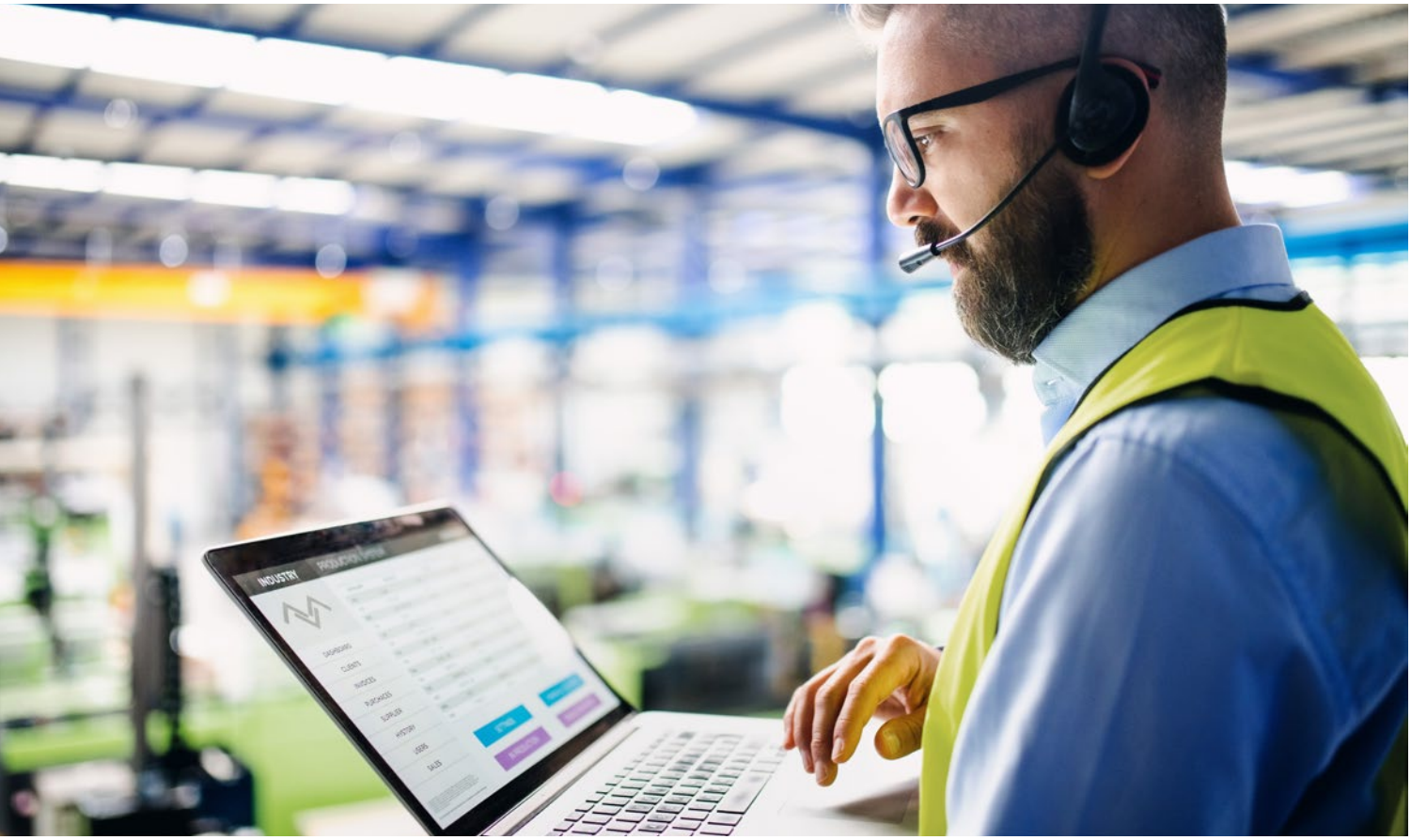
The Client must not apply ISOQAR marks or accreditation marks to laboratory test, calibration or inspection reports as such reports are deemed to be products.

Once registered, ISOQAR may contact the Client by post, email, fax or telephone in connection with services that may be considered of interest. The Client has a right to unsubscribe from such communications at any time by notifying ISOQAR.

14. Certificate Misuse

ISOQAR will provide written guidance and take all reasonable precautions to ensure that there is no misuse of its certificate, statement of opinion, ISOQAR or accreditation marks or logos. The Client undertakes only to use ISOQAR's logo or accreditation marks as appropriate to its audited scope of Registration and relevant standards or specifications.

The Client must not use ISOQAR marks or accreditation marks in such a manner that would bring ISOQAR and/or the certification, validation or verification system and/or the Accreditation Body into disrepute. The Client must not make any false claims regarding the scope of certification, validation or verification issued.



15. Certificate Suspension, Withdrawal or Restoring Certification

See also section on Appeals Procedure.

Following the certification of a Client's management system to the appropriate standards or specifications, the certificate may be suspended or withdrawn as follows:

Suspended for a short period due to:

(i) Continued misuse of certification marks and/or ISOQAR logos.

(ii) The client's management system has persistently or seriously failed to meet certification requirements.

(iii) Failure to apply corrective action as a result of non-conformances found during audits.

(iv) Failure to allow an audit to be conducted as detailed in the planning documentation i.e. annual surveillance audit.

(v) Failure to pay an invoice within timescales specified in these Rules of Registration.

(vi) Breaches in legislation relevant to the scope of activities covered by Registration.

(vii) Any other breach of ISOQAR's Rules of Registration.

Withdrawn due to the Client's:

(i) Failure to respond to requests made by ISOQAR after suspension of a certificate.

(ii) Failure of a Client to settle financial accounts.

(iii) Persistent breach of any the Rules of Registration.

(iv) Ceasing or threat to cease carry on business, or proposed to compound with its creditors, application for an interim order under s.252 Insolvency Act 1986 or having a bankruptcy petition presented against it, entrance into a voluntary or compulsory liquidation or having a receiver, administrator or administrative receiver appointed over all or any of its assets or taking or suffering any similar action in any jurisdiction.

(v) Appearance of being about to suffer all or any of the above; and/or

(vi) Request to withdraw.

Upon suspension or withdrawal of its certification, the Client undertakes to discontinue to claim certification with ISOQAR and remove all references to ISOQAR and certification from all advertising matter or other material that contains a reference to certification.

In the event that following withdrawal of certification the Client continues to claim certification then ISOQAR maintains the right to report the Client to the relevant legal authority and to take appropriate legal action.

A fee will apply for re-instatement following suspension.

Certificates cannot be extended beyond the expiry date and if a certificate does expire the Client will be contacted and the consequences will be explained. Failure to complete the recertification audit or failure to provide close out evidence could also result in withdrawal of the certificate. Following withdrawal, the certificate can be restored if the Client re-applies within the first 6 months of withdrawal, subject to technical review and completion of the recertification audit process. After 6 months the Client will need to re-apply and at least be subject to a stage 2 audit. The stage 1 audit can be waived if a technical review confirms that no major changes have occurred since the last complete audit.

Additional rules apply for BRCGS certification – see section 23.

16. Facts discovered after the issue of the validation or verification statement

If new facts or information that could materially affect the validation/verification statement are discovered after the issue date, ISOQAR shall:

a) communicate the matter as soon as practicable to the Client and, if required, the programme owner;

b) take appropriate action, including the following:

   1) discuss the matter with the Client;
   2) consider if the validation/verification statement requires revision or withdrawal.

If the validation/verification statement requires revision, ISOQAR shall issue a new statement including specification of the reasons for the revision.

Revising the statement can include repeating steps of the validation/verification process. The Client shall bear the costs related to the processes required to revise the statement, including but not limited to risk assessment, evidence gathering, verification or validation, independent review and issuance of opinion.

In the event of a statement being reissued, ISOQAR may also be required to communicate to other interested parties the fact that reliance of the original statement may be compromised.

17. Appeals Procedure

If for any reason a Client is not in agreement with the audit outcome, suspension or withdrawal of a certificate or statement of opinion, they are at liberty to lodge an appeal with ISOQAR. All appeals will be held in the presence of an independent committee convened by ISOQAR. The committee, in addition to requiring documents, will hear evidence from the Client's representative and the relevant ISOQAR representative. The decision of the committee is final and binding on both the Client and ISOQAR.
No counter claims will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal. Expenses of the Appeal will be met in full by the party who has the decision against them. In the event of an appeal being lodged, full details of the process will be provided.

Additional rules apply for BRCGS certification – see section 23.

18. Complaints and Requests for Information

If a Client has reason to complain this should be sent in writing to ISOQAR. ISOQAR's policies include documented procedures for handling complaints. All complaints will be responded to within 3 working days and thoroughly investigated. The result of the investigation will be communicated to the Client in writing. If following investigation of the complaint the Client is not satisfied with the outcome the complaint will be referred to a Director or the Client requested to lodge an appeal.

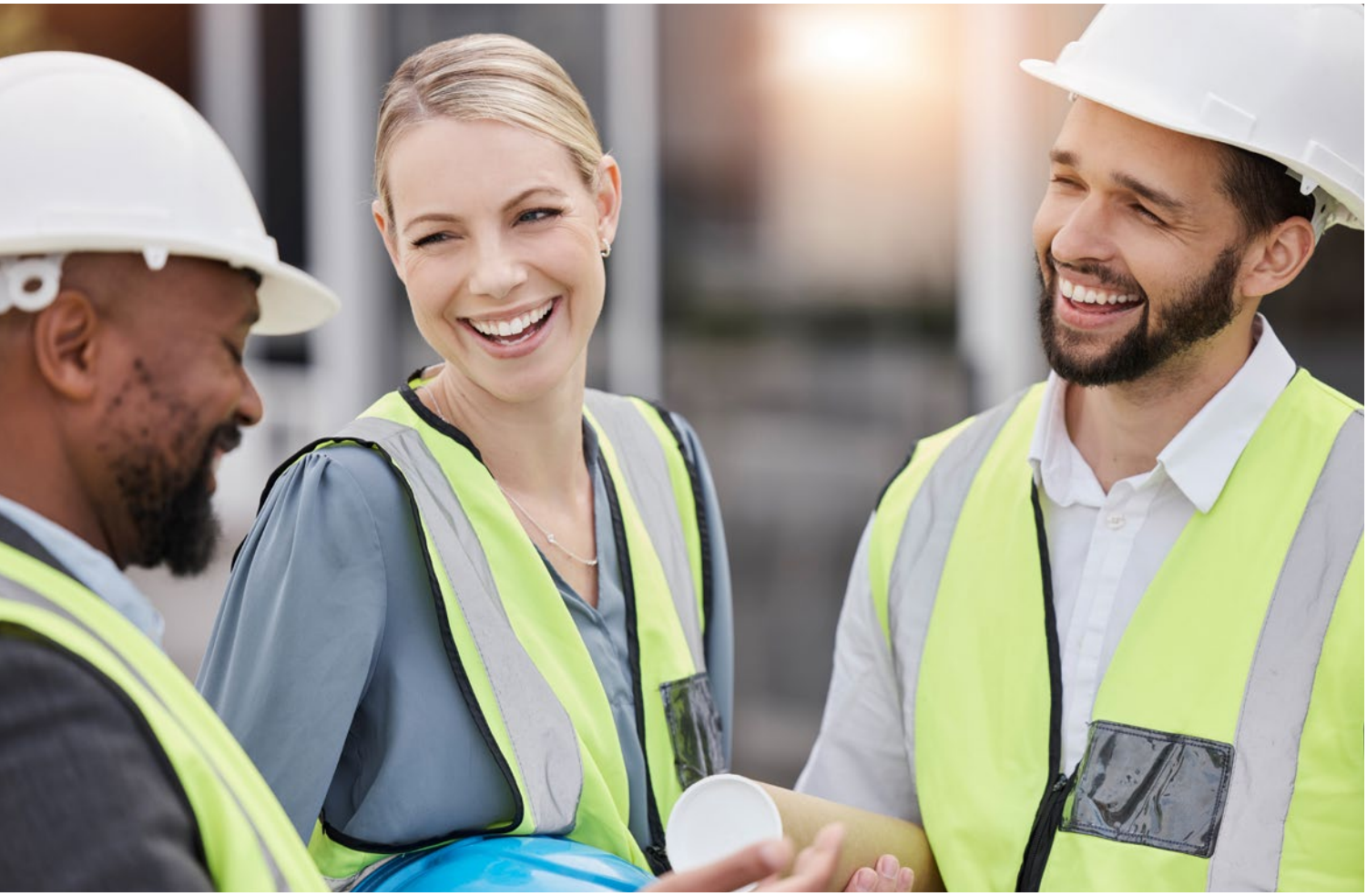
The Client agrees that they will keep a record of all complaints made known to it relating to compliance with certification, validation or verification requirements. The Client should take appropriate action with respect to such complaints. These actions should be documented and made available to ISOQAR on request.

Any requests for information of any kind should be directed to the relevant department of ISOQAR. Contact details are available on the website.

19. Witnessed Audits by Accreditation and Authorised Bodies

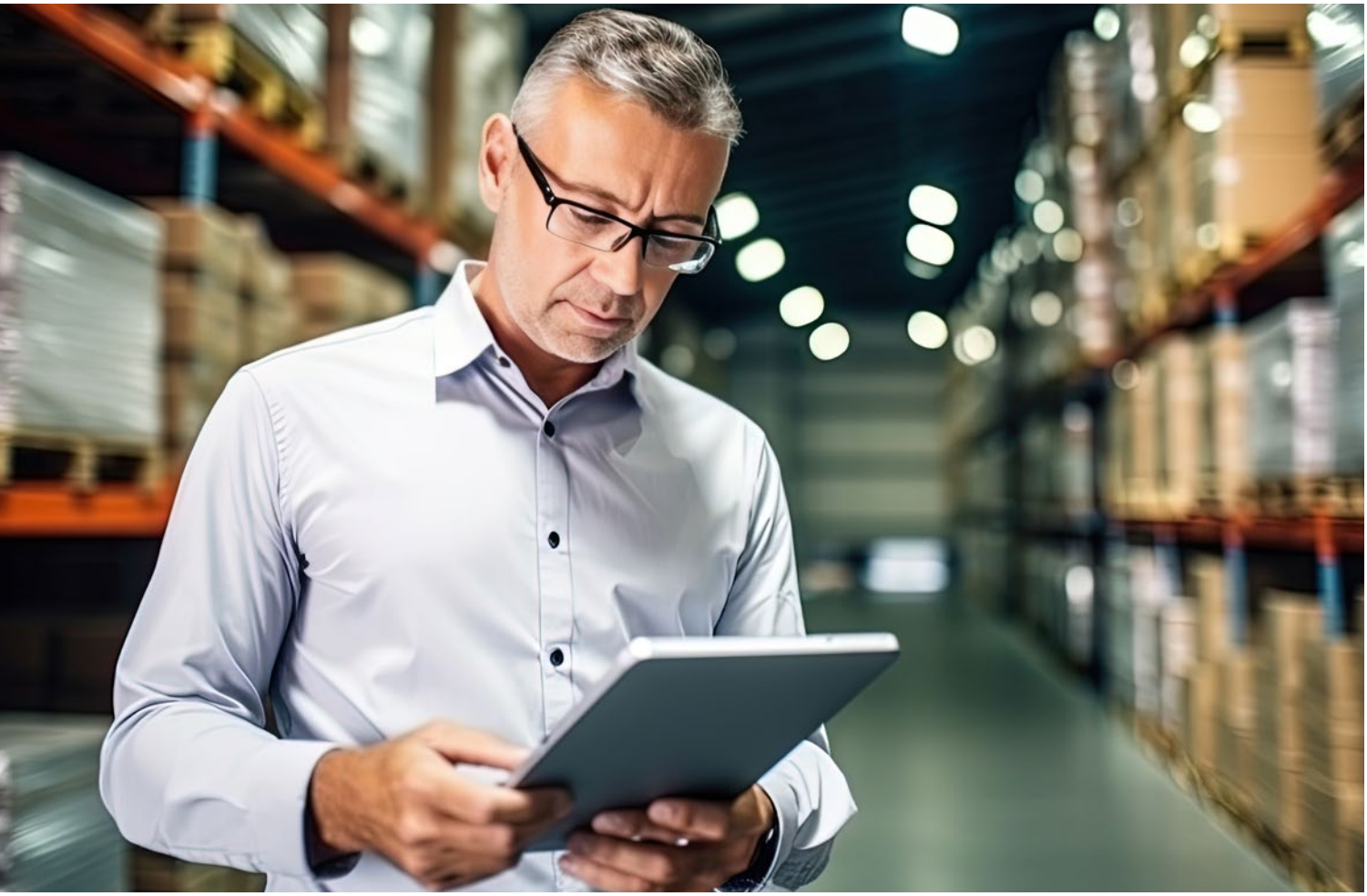
It is a condition of the Rules of Registration that all ISOQAR Clients shall, if requested, allow representatives of accreditation bodies or other authorised bodies to witness ISOQAR staff carrying out audits. Failure to allow this could jeopardise the Client's Registration.

Additional rules apply for BRCGS certification – see section 23.



20. Indemnity

The Client agrees to indemnify and keep indemnified ISOQAR against all and any losses, proceedings, lost profits, damages, awards, expenses, claims, costs (including increased administration costs on a full indemnity basis) actions and any other losses and/or liabilities due to the Clients misuse of any approval or Registration given to the Client by ISOQAR under its Rules of Registration whilst the Client is registered with ISOQAR (including during a period of suspension and following withdrawal of Registration, cancellation of audit dates, misuse of intellectual property of ISOQAR, breaches of impartiality clauses, providing false or misleading information during the audit process) and/or any breach where ISOQAR suffers a loss.



21. Audit Team

ISOQAR will supply an appropriately qualified, competent and impartial Audit Team or individual Auditor to conduct the Audit in accordance with the Audit Plan or other arrangements made with the Client. In addition to auditors the audit team may be supplemented by the inclusion of technical experts, translators or interpreters. The Client has the right to object to any individual Auditor or member of the Audit Team but must do so immediately upon notification of the individuals that comprise the Audit Team. ISOQAR reserves the right to change the assigned Auditors or add additional Auditors to meet its operational requirements.

The Client does not have the right to require that a specified named individual auditor conducts a particular audit.

In order to ensure that the Impartiality of an audit is maintained ISOQAR will keep under review the number of audits an individual auditor will conduct for a Client. It may be necessary therefore to change the auditor should ISOQAR believe that Impartiality is threatened due to over familiarity.

The audit team may at times be supplemented by trainees. Trainees will have no status at the audit and will be supervised by the Lead Auditor, Verifier or Validator.

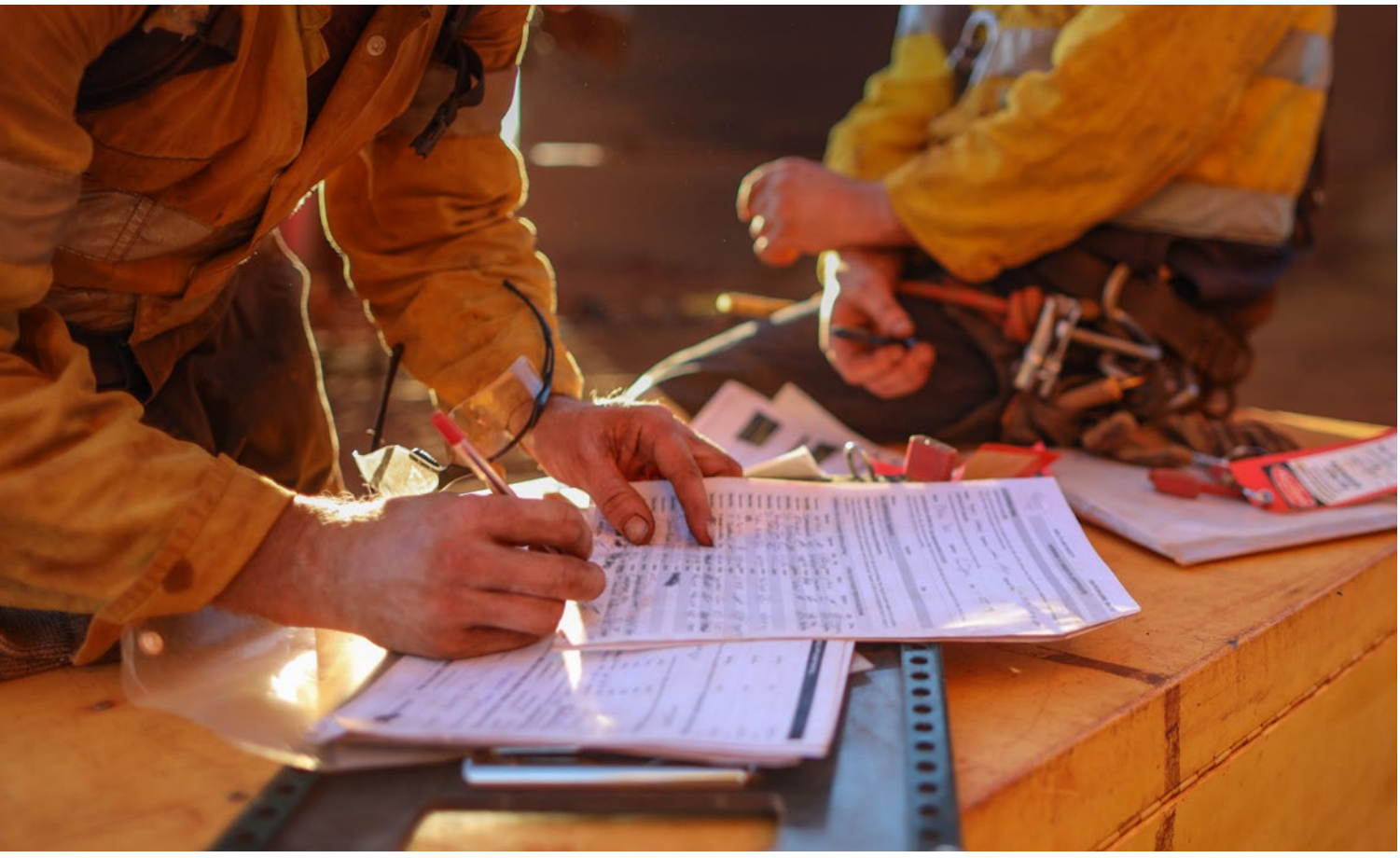
The Client will not be charged for their attendance. ISOQAR acknowledges that the attendance by trainees at audits is at the discretion of and with the permission of the Client. ISOQAR will therefore notify the Client of an intention to send a trainee to an audit in advance and will also supply the name of the trainee. The Client has a right to refuse to accept a trainee; however, ISOQAR would urge the Client to carefully consider the request as ISOQAR has a requirement to fully train and develop its staff and the primary means of doing so is through attendance at audits.

Auditors supplied by ISOQAR will act fairly and impartially and will reach a decision based solely on the evidence. The Client in agreeing to the Rules of Registration also agrees that no pressure, intimidation or inducement will be offered to auditors designed to change or alter the decision made by the auditor or subsequently by ISOQAR staff who review those decisions. ISOQAR staff are instructed to immediately report any such instances to the most senior ISOQAR member of staff available.

22. Additional Rules for specific Standards, Schemes or Specifications

In agreeing to abide by these Rules of Registration the Client also agrees to abide by any rules, requirements or conditions laid down by other organisations or the specific requirements of a particular standard or sector scheme as notified from time to time where that organisation controls or has a valid interest in the issue of a certificate.

Note that the requirements contained in standards and/or sector schemes are liable to change and it is the Client's responsibility to ensure that any changes are identified, considered and where necessary acted upon.



23. Additional Rules for BRCGS Certificates

In addition to the Rules of Registration detailed in this document, the Site agrees to abide by any additional Rules laid down byBRCGS as follows. Further information is available by visiting www.brcgs.com.

It is a condition when applying for Certification against a BRCGS that the Client hereafter referred to as the Site must agree to be registered with BRCGS. ISOQAR will do this on behalf of Sites.

Information will be passed to and may be used by the BRCGS for direct marketing and promotional activities in respect of BRCGS's work products and services. This may or may not contain personal data such as names and email addresses of main contacts.

The Site agrees to implement the latest version of the appropriate BRCGS in accordance with timescales laid down by BRCGS. ISOQAR will in turn undertake any audit against the version of the standard which is current at the start date of the audit.

It should be noted that during the lifetime of a BRCGS, BRCGS may amend or clarify the requirements of the standard by the publication of a "Position Statement" and that any such amendments supersede any requirements in the published standard.

An application form (Contract) must be signed on initial application and annually or prior to any ongoing recertification audits. By signing the contract, the Site agrees to comply with these Rules of Registration.

BRCGS Service Fee

In addition to the standard ISOQAR audit fees a BRCGS service fee is applied for all certifications. This fee is mandatory and set by BRCGS and will be charged ahead of all certification activities by ISOQAR and paid to BRCGS on behalf of the Site. The certificate and audit report shall not be valid until the service fee and ISOQAR's audit fees have been received, irrespective of the outcome of the certification process.

Sites are required to provide information prior to certification to allow adequate planning of the audit. This information is detailed on the PARF (Pre-audit review form) which is sent to Sites ahead of their audit.

Any specific requirements for additional voluntary audit modules (AVMs) requested by the Site will be audited in accordance with the protocol of those modules. This shall include the confidentiality of information. AVMs are unaccredited, and the scope for these modules is detailed on separate certificates. Further fees will apply for individual modules and may involve increased time on Site and BRCGS service fees.

The Site agrees that any report produced by ISOQAR following an audit, will be uploaded onto the BRCGS Directory irrespective of whether a certificate is issued and may with the Site's permission be shared with selected customers.

The audit report, certificate or audit results will be supplied to BRCGS and shall be made available to other relevant stakeholders such as GSFI and government bodies on request. These documents will be treated as confidential by BRCGS and other relevant stakeholders.

The Site must advise ISOQAR **within 3 days of the occurrence** of any recalls and regulatory body actions, any legal proceedings or other changes of circumstance that may affect the validity of continuing certification.

The Site must agree to allow any auditors assigned to carry out the audit to be accompanied by other personnel for training, assessment or calibration purposes. This may include:

- Training of new auditors by ISOQAR
- Witness or Shadow audits carried out by ISOQAR
- Witnessed audits by UKAS
- Witnessed audits by BRCGS
- Witnessed audits by a specifier where a specifier specific module is included (e.g. ASDA AA Module)

BRCGS Compliance Team must also be allowed to carry out its own audit or visit to a site once certified in response to complaints or as part of routine compliance activity to ensure the integrity of the Global Standard Scheme.

These visits may be announced or unannounced and this must be accommodated as necessary by the site.

Certification status may be affected if prompt access to any parts of the site or processes or requests for accompanied audits specified above is unreasonably refused.

Following the issue of a certificate the Site may use a BRCGS Approved Logo. The Site must follow and accept the BRCGS terms and conditions and be authorised by the BRCGS to use the logo. These terms and conditions are available from the BRCGS. Any misuse of the BRCGS logo will be communicated to BRCGS and if applicable be raised as a non-conformance against the requirement of the Standard audited.

Following initial certification by ISOQAR a recertification audit must be undertaken within a 28-day window prior to the 6-month or 12-month anniversary of the initial audit depending on grade achieved.

An extension to the scope of activities such as additions of premises, new product groups or categories or new areas of business may require an audit. This will necessitate an additional amount of time over and above the time required to conduct recertification activities.

If any products manufactured, processes or areas of a Site are excluded from the scope of certification this will, under the requirements of the standard, exclude the Site from using the BRCGS Logo on any of their documentation or advertising.

A certificate issued against the requirements of a BRCGS Standard will be valid for a period as defined by BRCGS typically 6 or 12 months + 42 days from day 1 of the initial audit.

For the avoidance of any doubt no certificate will be issued by ISOQAR until the auditor is fully satisfied that any non-conformance raised during an audit has been corrected and effective corrective action has been taken within the timescale detailed below. This applies to every audit undertaken by ISOQAR against a BRCGS Standard.

Appeals: In addition to the ISOQAR appeals process outlined in Section 17 above the following applies:

Appeals will be finalised within 30 calendar days of receipt

If the Site still has concerns regarding the non-conformities raised or the way the appeal has been handled they may contact the Compliance Manager for Global Standards at **BRCGS.enquiries@lgcgroup.com** or **+44 (0)20 3931 8150.**

The key information required to allow BRCGS to undertake arbitration is:

- Name and address of certificated Site
- Date of audit
- Nature of the concern
- Details of appeal made and outcome

Investigation by BRCGS

The nature of the grievance will be assessed by the Compliance Manager and ISOQAR will be contacted for information regarding the certification decision and its process.

The BRCGS will collate the information provided by the site and by ISOQAR and will give both an opportunity to comment before assessing whether:

- ISOQAR has breached any protocols in undertaking or reporting the certification decision
- ISOQAR has incorrectly interpreted a requirement in raising a non-conformity
- ISOQAR has incorrectly graded the non-conformity.

Arbitration

Where the complaint indicates a fault with the ISOQARs process, BRCGS will discuss and agree with us an appropriate course of action which may or may not affect the resulting certification decision of the Site.

A summary of the investigation report and action taken by BRCGS and ISOQAR will be provided by BRCGS to the person originally submitting the grievance within 30 calendar days of the original contact.

BRCGS may contact certificated Sites directly to ask for feedback on the audit and certification process as part of their Certification Body performance monitoring process. BRCGS may also contact Sites directly to review certification status in the event of investigation of issues, or suspension or withdrawal of Certification Body registration. BRCGS may use customer data for marketing purposes.

The Site agrees that a Certificate issued following an audit against a BRCGS Global Standard undertaken by ISOQAR allows BRCGS the right to require action resulting from their review of the audit report uploaded to the BRCGS Directory.

BRCGS Audit Process Timetable

It is a requirement of BRCGS that a strict timetable of events is adhered to, therefore both ISOQAR and the Site agree to the following:

Within **28 calendar days** of the completion of the full audit Corrective action must be submitted by the site for review by the auditor. Failure to submit within 28 calendar days may require a further full audit before a certificate can be issued.

Within **35 calendar days** of the completion of the full audit corrective action must have been reviewed by the auditor and if required any further evidence requested from the Site and reviewed.

Within **42 calendar days** of the completion of the full audit. The audit report and corrective action must have been reviewed by the technical review team at ISOQAR, the report uploaded to the BRCGS Directory and the certificate issued to the Client.

24. Additional Terms and Conditions for FSSC 22000 Certificates

1. In addition to the Rules of Registration, the Site agrees to abide by any additional Rules laid down by FSSC 22000 Standard. The Site agrees to implement the latest version of the FSSC 22000 in accordance with timescales laid down by FSSC. ISOQAR will in turn undertake any audit against the version of the standard which is current at the start date of the audit. Further information is available by visiting www.fssc.com.

2. In the case of FSSC 22000 certification, in addition to the fee charged for certification and registration by ISOQAR, an additional fee is charged for entry into the FSSC database. The amount of the fee for entry into the database is determined by the owner of the standard and information about its amount is included in the Table of Fees. Changes of the fee amount is not dependent on ISOQAR. ISOQAR undertakes to inform the Site about changes in the amount of the entry fee, while the Site undertakes to pay the entry fee in accordance with the fee applicable on the day of the audit. The fee ispaid regardless of the certification results. ISOQAR will make such a payment for entry into the database on behalf of the Site. The Site agrees to place the Audit Report and certification status information in the FSSC database as well as at www.fssc.com.

3. By acceding to certification, the Site agrees to comply with the rules established by FSSC 22000.

   The certified site allows ISOQAR to share information relating to the certification and auditing process with the Foundation, UKAS, the IAF, GFSI and governmental authorities when required.

   The certified site allows ISOQAR and Foundation FSSC to share information regarding their certification status with external parties.

   More information is available at www.fssc.com.

4. FSSC reserves the right to conduct its own audits or site visits of a certified Site in connection with complaints or as part of FSSC's routine activities to ensure compliance and integrity with the Standard. Such visits may be announced or unannounced. The Site agrees to pay for such visits.

5. FSSC may also contact the Site for feedback on the quality of the audit process.

6. The audit schedule and selection of the audit program will be agreed between the Site and ISOQAR. In disputes, the deciding vote belongs to ISOQAR.

7. The certification process and frequency of audits is described in these regulations in points 5-8.

8. The certificate is issued within 30 calendar days from the certification decision date. The certificate is issued for 3 years.

9. The initial certification audit (consisting of stages 1 and 2) is an announced audit.

10. At least one of two surveillance audits over a 3-year cycle should be unannounced. Participation in the unannounced audit program is obligatory.

11. The unannounced audit will be carried out between 8–12 months after the certification decision and/or after the last day of the previous announced audit.

12. It is also possible to carry out a recertification audit as an unannounced audit. The course of the unannounced audit is described in the standard and the Site undertakes to familiarize himself with its principles.

13. The client will not be notified of the date and place of the unannounced audit. The unannounced audit plan will be presented to the client at the opening meeting.

14. In exceptional situations where special restrictions apply (e.g. pandemic, natural disaster, visa

requirements), ISOQAR will contact the client to arrange an unannounced audit. In this case, ISOQAR will only confirm the time period with the client.

15. Unannounced audits take place during the client's normal working hours, also at night, if necessary.

16. The days of the Customer's unavailability (so-called Black-out days) may be agreed in advance between ISOQAR and the Customer. The Customer may specify a maximum of fifteen (15) days of inactivity in the event that the Customer is not available. Fifteen (15) days of inactivity may be broken down into up to five (5) periods.

17. The auditor will start the audit activities by inspecting/visiting the premises of the plant within 1 hour from the moment of arrival. Based on the risk assessment performed, the auditor will decide which buildings/facilities/rooms and in what sequence will be inspected/visited.

18. During an unannounced audit, all the requirements of the FSSC Standard (including production and service processes) are assessed.

19. In the event that some of the requirements of the FSSC Standard (including production and service processes) cannot be assessed during an unannounced audit, ISOQAR will plan, organize and conduct a follow-up audit within 4 weeks from the date of the unannounced audit.

20. If the client refuses to participate in an unannounced audit, ISOQAR will suspend the certificate without undue delay. ISOQAR will take back the certificate if an unannounced audit is not performed within six (6) months from the date of refusal.

21. The course of an unannounced audit is described in the FSSC Standard and the Client undertakes to read its rules. The current edition of the FSSC Standard is available at: www.fssc.com.

22. In case of any non-conformities noticed during the FSSC 22000 audit, the procedure is described in the current version of the FSSC 22000 standard.

23. The Site is obliged to notify ISOQAR of any product recall within 3 working days of such an event, or of any legal steps that may be taken against the Site.

24. The Site with a valid FSSC 22000 certificate is required to inform ISOQAR of any significant changes in the Site's organization that affect the fulfillment of FSSC 22000 requirements also within 3 working days. Examples of significant changes are described in the FSSC 22000 standard.

25. Third Party Rights

All third party rights are excluded and no third party shall have any right to enforce these Rules of Registration. This shall not apply to any member of ISOQAR's parent group from time to time who shall, subject to ISOQAR's consent have the right to enforce these Rules of Registration as if they were ISOQAR.

26. Certification Terms and Conditions

For the purposes of certification, these Rules of Registration are to be read in conjunction with the ISOQAR Limited Terms and Conditions of Contract which are available here.

27. Validation Verification Terms and Conditions

For the purposes of Validation/Verification, these Rules of Registration are to be read in conjunction with the ISOQAR Limited Validation & Verification Terms and Conditions of Contract which are available here.

The following sections are applicable only where audits are arranged and delivered directly from the UK office. Where audits are delivered by a local office outside of the UK then fee structures and cancellation policies may vary.

28. Fees

Details of all fees payable can be obtained by contacting ISOQAR's Finance Department.

All fees paid to ISOQAR are strictly non-refundable and are payable as per the payment terms indicated on the invoice.

If Annual Registration fees apply, these are payable in advance of the audit dates and are to maintain Registration. These fees are normally invoiced in the same month each year (prior to the anniversary of Registration) and will cover all anticipated activities required for the Client to maintain Registration.

Additional fees will be levied for recertification activities (for most certification Registrations this is every 3 years) and administration connected with the re-issue of certificates.

Additional fees are payable for certificates or statements of opinion that need to be re-issued for such reasons as a change of company name or address, minor changes to scopes or errors.

Additional fees are payable where ISOQAR is required to "close out" major non-conformances raised during an audit. These fees are applicable to close outs conducted at Clients premises and close outs conducted away from Clients premises.

Additional fees for items such as travel costs, hotel costs or subsistence will be charged where indicated in the original quotation to the Client or subsequently agreed as a result of an extension to scope or as agreed between the Client and ISOQAR. Any such fees will be charged at the cost to ISOQAR for the expense incurred.

Additional service fees for BRCGS certification are applicable – see section 23.

Fees for reinstatement of Registration following a period of suspension or withdrawal will be incurred. ISOQAR will specify the fees required together with any other conditions relating to the lifting of a suspension or reinstatement following withdrawal.

All invoices are payable within 30 days of the date of the invoice unless specified under a different section of these Rules of Registration or on the invoice. Time for payment shall be of the essence.

ISOQAR will review the annual Registration fees for certification activities and all other fees from time to time. Any increase to fees will be shown on the annual invoice. Clients may cancel annual renewal without liability provided that such cancellation notice is received by ISOQAR no later than one month before the date of implementation of the increased price.

Monthly payments can be arranged. The full amount of VAT payable on the annual invoice will be included in the first payment and therefore subsequent payments for that year's invoice will be exclusive of VAT. Monthly instalments are only permissible for subsequent years if the previous year's fees have been paid in full and on time.

Clients may elect to pay fees by credit card however payments made by credit card to ISOQAR attract a charge from the credit card company to ISOQAR. ISOQAR will in turn pass this charge on to the Client.

The fee chargeable for cancellation will be on a sliding scale, based on a percentage of ISOQAR's current standards day rate fee per audit day – in section 22.

If the Client fails to make any payment in full on the due date, ISOQAR may cancel a planned audit which may also result in Registration being suspended and ultimately withdraw.

29. Cancellation of Planned Audits

ISOQAR is committing resources in agreeing audit dates. Audit dates are normally agreed between the auditor and Client during an audit and are recorded on the summary report; alternatively, ISOQAR and the Client will agree dates for audits which will be confirmed by ISOQAR in writing. It is not ISOQAR's policy to issue reminders of forthcoming audit dates. It is therefore the Client's responsibility to ensure that the audit can be conducted in accordance with the plan on the date(s) agreed. Consequently, a fee will be charged if a visit is postponed or cancelled within 20 working days of its planned occurrence. The fee chargeable for cancellation will be on a sliding scale, based on a percentage of ISOQAR'S current standard day rate fee per audit day, as set out in the Terms and Conditions.

ISOQAR

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