

## Terms and Conditions of Business

### Introduction

This agreement defines the relationship between **Perry Johnson Registrations Food Safety Limited (PJRFSL)**, Companies House #15560229 of **Registered Address:** 8<sup>th</sup> Floor Becket House, 36 Old Jewry, London, England, EC2R 8DD and **Sales Office** located at Genesis Centre, Suite So6B, Innovation Way, Stoke on Trent, ST6 4BF and the **Client**.

The agreement supersedes any previous agreement, defined or implied, and remains enforceable until such time as either party notifies the other of its intention to withdraw from the relationship, in writing, and in accordance with the termination procedures.

### 1. General

Pursuant to the Certification Agreement ("Agreement") between Perry Johnson Registrations Food Safety Limited (hereinafter referred to as "PJRFSL") and the organisation listed in Agreement (hereinafter referred to as "Organisation"), PJRFSL agrees to provide to the Organisation certain Food Safety Management System assessments and certification services (hereafter collectively referred to as "Management System"), including BRCGS, SQF, GLOBALG.A.P., as more fully described in the Agreement.

The Agreement consists of the front portion of the Registration/Certification Agreement, any purchase order issued by the Organisation (as modified by these Terms and Conditions), any confidentiality and/or nondisclosure agreement between the Organisation and PJRFSL, these Terms and Conditions, and documents listed in Section 2 of these Terms and Conditions. The Agreement does not include any terms and conditions contained in any of the Organisation's purchase orders, materials, or documents or those incorporated by reference in any of the Organisation's purchase orders, materials or documents. Legal relationships between the Organisation and PJRFSL are governed exclusively by the Agreement. By executing the Agreement, the Organisation acknowledges having actual knowledge of the clauses of these Terms and Conditions and of all the documents referenced in Section 2 hereof and agrees to comply with these Terms and Conditions and of all the documents referenced in Section 2 hereof. To the extent of any inconsistency between these Terms and Conditions and any confidentiality and/or nondisclosure agreement between PJRFSL and the Organisation, or between these Terms and Conditions and any documents referenced in Section 2 hereof, these Terms and Conditions shall control and supersede.

Any terms and conditions of the Organisation which are contradictory or supplementary to, or which deviate from these Terms and Conditions, or any objection, agreement or other attempt by the Organisation purporting to add to or modify these Terms and Conditions, shall not apply or be binding upon PJRFSL unless expressly approved in writing by the President of PJRFSL. To the extent Organisations purchase order, documents or materials, or any accompanying Terms and Conditions have additional conflicting terms or conditions, these Terms and Conditions shall control and supersede the Organisation's conflicting Terms and Conditions, and all such Organisation's Terms and Conditions are hereby rejected and are expressly objected to by PJRFSL without further notification. Under no circumstances shall the performance of services for the Organisation, or the receipt of payment from the Organisation, be construed as acceptance of the Organisation's terms or conditions. Any reference to Terms and Conditions shall be construed to be the reference to PJRFSL's Terms and Conditions.

### 2. References

The following PJRFSL documents are incorporated by reference into and are a part of the Agreement. These documents may be supplied electronically by your sales representative upon request, or for Certified clients, these documents are located at <https://www.pjrfsi.uk/> client log-in.

2.1	SOP-1 series	Summary of Certification Procedure
2.2	SOP-3PJRFSL	Certification Mark Procedure
2.3	FS-1 series	Application for Quotation
2.4	SOP-10	Appeal Procedure (when applicable)

### 3. Scope

- 3.1 The Agreement relates to the provision of certification services for and on behalf of Perry Johnson Registrations Food Safety Limited (PJRFSL). The specific service areas relate to:
  - a. The management of the Certification of clients' business management processes and service provision defined normative standards.
  - b. The management of the auditing procedures of clients' business management processes and service provision to agreed normative standards.
- 3.2 All activity undertaken by PJRFSL will be undertaken exclusively in the name of PJRFSL.
- 3.3 The contract commences on the date of signature by the PJRFSL signatory.
- 3.4 The contract will continue unless terminated in accordance with section 10 of this Agreement. The parties recognise that the Agreement will need to be adjusted from time to time by agreement to reflect operational, regulatory and commercial conditions and requirements and they both agree to co-operate in this exercise.

### 4. Perry Johnson Registrations Food Safety Limited (PJRFSL) Roles and Responsibilities

- 4.1 PJRFSL will provide certification, surveillance and recertification in accordance with the current issue of the applicable SOP-1. In the interest of implementing continuous improvement to its procedures, PJRFSL reserves the right to modify the specifications of the applicable SOP-1, and Organisation agrees to conform to any such modifications, upon reasonable notice by PJRFSL.
- 4.2 PJRFSL will conduct audits of the Management System at the Organisations facility in accordance with the applicable SOP-1 and will report to the Organisation in writing the results of such audits. PJRFSL audits will be subject to the following:
  - a. PJRFSL auditors shall comply with the safety and security requirements of the Organisation.
  - b. The audit shall be conducted during the normal business hours of the Organisation.
  - c. PJRFSL will not interfere with the performance of any work by the Organisation except to verify conformance to the standard requirements.
  - d. All audit activities are undertaken impartially and independently.
  - e. PJRFSL will provide a report at the conclusion of each audit, and provide a certificate when achieved.
- 4.3 PJRFSL is not certifying or attesting to the safety or fitness of any product or service, or whether the Organisation's employees are operating in compliance with all food safety regulations at all times. Rather, PJRFSL is only reviewing a particular management system at a particular time to assess whether it appears to be compliant with a particular standard. As such, PJRFSL cannot guarantee and does not purport to guarantee the safety or fitness of the Organisation's product(s) or service(s) or that its product(s) or services(s) meet all food safety regulations at all times.

### 5. Organisation Roles and Responsibilities

As party to the Agreement, Organisation agrees:

- 5.1 At no charge to PJRFSL, Organisation will provide PJRFSL with all documents, information, facilities, and other assistance that may be required to enable PJRFSL to carry out its responsibilities under the Agreement.
- 5.2 Organisation will timely and faithfully make all payments required under the terms of the Agreement.

- 5.3 It is incumbent upon the Organisation to notify PJRFSL in writing and without delay of materials changed in its: legal status; commercial status; legal ownership; key managerial, decision-making or technical staff; number of employees; changes in physical building(s) and/or processing operations and equipment; changes in the scope of operations under the certified management system or major changes to the management system and processes; or any other factors influencing the Organisation's management system. Some changes may prompt a revision to previously quoted audit duration.
- 5.3.1 Additional standard-specific changes requiring notification of PJRFSL are as follows:
- 5.3.1.1 SQF: Where a certified Organisation's business has been sold, and the business name is retained, the new owner must, within thirty (30) days of the change of ownership, notify PJRFSL.
  - 5.3.1.2 Unless stated in sections a. & c.: At any time during Organisation's certification, Organisation must notify PJRFSL without delay in the event that the Organisation is involved in a food/product safety incident/recall and/or any legal proceedings with respect to food/product safety or legality. Upon identification that the Organisation initiates a food safety event that requires public notification (such as Class I or Class II recall), the Organisation shall notify PJRFSL and any applicable Standard Licensing Body in writing within 24 hours of the event.
  - 5.3.1.3 Intended or actual changes to the design, specifications, and/or manufacturing processes of products and services which may affect the conformity of the products and services and/or the scope of Organisation's certification. PJRFSL shall determine whether the announced changes require further investigations.
- 5.3.2 Failure to notify PJRFSL of such material changes and/or incidents, recalls or legal proceedings as set forth above may result in the suspension or invalidation of the Organisation's certificate. Where Organisation fails to notify PJRFSL of material changes and/or incidents, recalls or legal proceedings, as set forth above, PJRFSL reserves the right to retroactively invalidate the certificate to be effective at the time of the change, incident, recall, legal proceeding, or otherwise.
- 5.4 Organisation will ensure the health and safety of PJRFSL representatives during on-site audits.
- 5.4.1 Organisation shall maintain COVID-19 workplace safety precautions consistent with the CDC Guidance and any applicable local safety requirements for businesses and workplaces.
- 5.5 If the Organisation is being audited for the purpose of being issued a certificate containing any accreditation and/or Standard Licensing Body seal(s), the Organisation must permit PJRFSL's audit team to be accompanied by any Accreditation and/or Standard Licensing Body delegates, or by PJRFSL auditors for the purpose of witnessing the PJRFSL audit team.
- 5.6 BRCGS: Organisation agrees that it is a condition of undertaking an audit using a BRCGS scheme that the auditor may be accompanied by other personnel for training, assessment or calibration purposes. This activity may include: training of new auditors by the Certification Body, routine Certification Body Shadow audit programmes, witness audits by Accreditation Bodies, witness audits by the BRCGS.
- 5.7 BRCGS: BRCGS reserves the right to conduct its own audit or visit to a site once certificated in response to complaints or as part of the routine BRCGS compliance activity to ensure the integrity of the Global Standard schemes. Such visits may be announced or unannounced. BRCGS may contact the site directly in relation to its certification status, or for feedback on Certification Body performance, or investigation into reported issues.
- 5.8 GLOBALG.A.P. (Non GFSI Benchmarked Schemes):

- a. Option 1: PJRFSL shall carry out unannounced inspections of a minimum of 10% of all Option 1 certified producers during the 12 months of validity of the certificates. PJRFSL shall carry out unannounced QMS audits of a minimum of 10% of all the certified producer groups and multisite with QMS annually. PJRFSL shall inform the producer or producer group in advance of the intended visit. This notification will normally not exceed 48 hours (2 working days). In the exceptional case where it is impossible for the producer or producer group to accept the proposed date (due to medical or other justifiable reasons), the producer will receive one more chance to be informed of an unannounced inspection. The producer will receive another 48-hour notification of a visit. If the visit cannot take place because of non-justifiable reasons, a suspension of all products will be issued.
- b. Option 2 and Option 1 Multisite with QMS: PJRFSL shall carry out QMS unannounced audits for a minimum of 10% of the certified producer groups and multisites with QMS annually. Any nonconformances detected will be handled as in an announced audit. There will be no notification in advance of the intended visit. In the exceptional case where it is impossible for the certificate holder to accept the proposed visit, the certificate holder will receive one more chance at an unannounced surveillance inspection. The certificate holder shall receive a written warning if the first attempt has not been accepted. If the visit cannot take place for non-justifiable reasons, a complete suspension will be issued.

## GLOBALG.A.P. (GFSI Benchmarked Schemes):

- a. Option 1 and Option 1 Multisite without QMS unannounced inspections: For recertification audits, a minimum of 10% of all certified producers PJRFSL has certified per scope under Option 1 without QMS shall be inspected unannounced. There shall be no notification in advance of intended unannounced visit. If it is impossible for the producer to accept the proposed visit, the producer will receive one more chance at unannounced inspection. The producer shall receive a written warning if the first proposed attempt has not been accepted. If the visit cannot take place for non-justifiable reasons, a suspension of all products will be issued. The unannounced visit shall take place during the recertification window, i.e. 4 months before the expiry of the certificate or during the 4 month extension of validity. The producer may nominate, during registration, a maximum of 15 days where they are unavailable for an unannounced audit.
- b. Option 2 Producer Member or Option 1 with QMS Production Sites Unannounced Inspections.: PJRFSL shall carry out unannounced external inspections of each producer group and multisite annually. For unannounced visits, there will be no notification in advance of the intended visit. In the exceptional case where it is impossible for the producer member or producer (multisite) to accept the proposed date (due to medical or other justifiable reasons), the producer member or producer (multisite) will receive one more chance to be informed of an unannounced inspection. The certificate holder shall receive a written warning if the first attempt has not been accepted. If the visit cannot take place for non-justifiable reasons, a complete suspension will be issued to the certificate holder.
- c. Option 2 QMS Unannounced Audits: PJRFSL shall carry out QMS unannounced audits for a minimum of 10% of the certified producer groups and multisites with QMS during recertification. Any nonconformances detected will be handled as in an announced audit. There will be no notification in advance of the intended visit. In the exceptional case where it is impossible for the certificate holder to accept the proposed visit, the certificate holder will receive one more chance at an unannounced surveillance inspection. The certificate holder shall receive a written warning if the first attempt has not been accepted. If the visit cannot take place for non-justifiable reasons, a complete suspension will be issued. The producer may nominate, during registration, a maximum of 15 days where they are unavailable for an unannounced audit.

- 5.9 PJRFSL reserves the right to require the Organisation to submit to a special audit on short notice and at the Organisation's expense in the event of a complaint, in response to changes in the Organisation (e.g. clause 4.3), in response to an Accreditation Body and/or Standard Licensing Body request or requirement, or as follow-up on a certificate suspension. Once the Organisation is certified, the Accreditation and Standard Licensing Bodies reserve the right to conduct an announced or unannounced visit to the Organisation in response to a complaint or to ensure the integrity of the licensed standard. The

Accreditation and/or Standard Licensing Body may also contact the Organisation directly regarding: Organisation's certified status; reported issues/complaints; or for feedback on PJRFSL's performance.

- 5.10 In the event the on-site audit reveals circumstances not previously revealed by the Organisation (e.g. additional locations, processes, or employees) or if the Organisation has not addressed previously identified nonconformities or concerns, PJRFSL reserves the right to either terminate the audit or add additional time and/or services, as reasonable appropriate.
- 5.11 BRCGS & GFCP: Organisation consents to have the following details made available on the BRCGS Directory for public display as follows: Company name and contact details, links to company website, standard and scope of certification, certification issuance and expiration dates, and certification grade achieved. Organisation may elect not to appear on the public directory by written request to PJRFSL. Organisation may elect to authorise access to the audit report in the BRCGS Directory by customers or other parties. Regardless of public display status on the BRCGS Directory, PJRFSL must upload audit reports, regardless of audit outcome, and certificate details to the BRCGS Directory for accessibility by the BRCGS and the Accreditation Body as needed.
- 5.12 BRCGS: A copy of the audit report and any subsequent certificate or audit result shall be supplied to the BRCGS and the Accreditation Body in the agreed format for the BRCHS Global Standard used. All documents in relation to the audit shall be made available to the BRCGS upon request.
- 5.13 GLOBALG.A.P.: By signing the PJRFSL contract, the Organisation agrees to the acceptance if the GLOBALG.A.P. sub-license and certification agreement (SLCA). Signature is not required on the SLCA as long as the PJRFSL Certification Agreement (FS-3gap series) is signed by both parties.
- 5.14 GLOBALG.A.P.: Organisation gives permission to GLOBALG.A.P. and PJRFSL to use the registration data for internal processes and sanctioning procedures. All data in the GLOBALG.A.P. Database is available to GLOBALG.A.P. and PJRFSL, which the producer or producer group is working with, and can be used for internal processes and sanctioning procedures. The minimum and obligatory data release level, as well as additional information on confidentiality and data use, is defined by Data Access Rules and available at [www.globalgap.org/documents](http://www.globalgap.org/documents). Any objective evidence found that indicates that the applicant has been misusing the GLOBALG.A.P. Claim shall lead to the exclusion of the applicant from certification for 12 months after evidence of misuse. In addition, the applicant will be listed and the list shall be checked before registration in the database. Any case of misuse shall be communicated to the GLOBALG.A.P. members.
- 5.15 GLOBALG.A.P.: Organisation agrees to transfer responsibility to PJRFSL for granting and determining the level of rights for data access. Organisation agrees to grant access of the company name and address to the "Public" data access group. This means that all contact data {(name, street, City) are going to be displayed for all users searching publicly (without using a registered account) on the GLOBALG.A.P. database. If an Organisation would like to keep their company name and address hidden for all user searching publicly and only visible for user with a registered accountant the GLOBALG.A.P. database, PJRFSL must be notified in writing within 28 days from the contract execution date.
- 5.16 The Organisation has the right to appeal an audit finding or decision in accordance with PJRFSLs SOP10, Appeal Procedure which is available at [www.pjrfsi.uk](http://www.pjrfsi.uk) or upon request.
- 5.17 If part of the audit is conducted virtually or remotely, Organisation is required to provide any necessary hardware and software and ensure it has staff with the necessary competency to support virtual audit activity. Organisation is expected to be forthcoming with information and promptly reply to all requests from the Lead Auditor. Organisation recognizes that PJRFSL has the right to terminate a virtual audit for lack of competency, capability and/or transparency and conduct the remainder of the audit on-site.

- 5.18 Organisation authorises PJRFSL and its affiliates to use its name, logo, and/or trademark without notice or consent in connection with certain promotional materials and references that PJRFSL may use solely to identify Organisation as a customer of PJRFSL.

## 6. Organisation Quality Management System

- 6.1 Organisation warrants and covenants with PJRFSL that it will at all times, during the term of the Agreement, comply with all reasonable requirements necessary for the issuance of the Certificate. This includes, but is not necessarily limited to:
- a. Maintaining in orderly fashion at the facility all documents, records and information related to and produced under the Management System as defined by the Organisation's records, procedures and scope covered by the certificate(s).
  - b. Complying with all statutes, rules, or regulations issued by any statutory or other regulatory authority; the release of information and/or on-site visits by regulatory bodies or Accreditation Bodies as may be required;
  - c. Complying with such other requirements as PJRFSL may reasonably find necessary to enable the Certificate to be issued and maintained in force in conformity with high quality standards.
- 6.2 Organisation shall provide to PJRFSL in writing the name of the individual in charge of the Management System.
- 6.3 Organisation warrants the completeness and accuracy of all documents and information supplied to PJRFSL, during the term of the Agreement, for the purposes of the Agreement.
- 6.4 Organisation warrants and covenants with PJRFSL that it will keep a record of all complaints and any deficiencies found in products that affect compliance with the requirements and corrective actions relative to applicable standard, and will provide such information to PJRFSL's Lead Auditor (LA) upon his/her request.
- 6.5 Organisation warrants and covenants with PJRFSL that it will use all certification marks properly (see applicable SOP-3's latest revision available to clients on [www.pjrfsi.uk](http://www.pjrfsi.uk)) and include the rules for their use in their documented procedures.
- 6.6 Organisation warrants and covenants with PJRFSL that it will not use its product certification in such a manner as to bring PJRFSL into disrepute and does not make any statement regarding its product certification that PJRFSL may consider misleading or unauthorised.
- 6.7 Organisation acknowledges that any certificate issued hereunder, and the proprietary Certification Mark issued by PJRFSL, are and shall remain the property of PJRFSL; and Organisation acknowledges further that such certificate may be withheld or withdrawn if, for example and without limitation, Organisation does not comply with all reasonable requirements for the issuance of said certificate or does not compensate PJRFSL for its services as provided in the Agreement. In the case of suspension of the certificate, the Organisation will refrain from further promotion of its certification during the period of suspension. In the case of withdrawal or cancellation of the certificate, the Organisation will return all copies of certificates, plaques, flags, and/or banners to PJRFSL. In the case of suspension, withdrawal, or termination of certification, the Organisation must immediately upon notification discontinue its use of all advertising matter that contains any reference to its certification and acts such as removal of any claims from their website, returns the certificate, and any other publications.
- 6.8 GLOBALG.A.P. and BRCGS: Should PJRFSL suspend or withdraw the Organisation's certification, the Organisation immediately advise relevant existing and potential customers regarding the status of certification. BRCGS: Organisation must provide customers with information on the corrective actions to



be taken in order to reinstate certification. If a critical nonconformity has been identified during an audit or if the Organisation fails to achieve certification, Organisation must immediately inform any customers who require notification in the event of these circumstances.

- 6.9 Organisation acknowledges that sector-specific rules may change on an on-going basis, and it is impractical for PJRFSL to issue contract amendments to address said changes.

## 7. Payment Terms

- 7.1 Schedule of Fees: The Agreement sets forth the basic charges for the services required by Organisation (“Schedule of Fees”). Organisation acknowledges that the Schedule of Fees is based on the information supplied to PJRFSL by Organisation. Organisation agrees that notwithstanding the fees listed in the Schedule of Fees, the final charges due and payable to PJRFSL shall be based on the actual services PJRFSL provides to the Organisation, in accordance with PJRFSL’s prevailing rate structure and the actual conditions encountered, and the Organisation agrees to pay such final charges in full.
- 7.2 Initial Payment: Upon execution of the Agreement, Organisation agrees to pay to PJRFSL an initial payment equal to thirty percent (30%) of the anticipated charges for the first years services (“Initial Payment”). The Initial Payment is non-refundable and will be credited against the Certification Audit and associated fees, if performed for the Organisation. Upon execution of an Agreement for Training Services, Organisation agrees to pay PJRFSL in full for the services to be provided.
- 7.3 BRCGS and GLOBALG.A.P., UK: Payments for BRCGS and/or GLOBALG.A.P services in the United Kingdom are made to Perry Johnson Registrations Food Safety Limited, located at Suite S06B Genesis Centre, Innovation Way, Stoke on Trent, ST6 4BF.
- 7.4 Adjustments to Charges: PJRFSL reserves the right to review its charges on an annual basis and to increase its charges by no more than five percent (5%) per year. Such an increase to charges shall apply without notice to the charges applicable to the services for the Organisation, and Organisation agrees to pay such increased charges. The parties may also agree to additional adjustments to charges in writing signed by the President of PJRFSL and an authorised representative of the Organisation.
- 7.5 Revisit, Surveillance and Recertification Audits: Revisit, surveillance and recertification audits shall be conducted as determined by the audit score of the last certification audits are charged at the per-day rate applicable at that time. Surveillance and recertification audit times are estimates, based on the normative documents listed in section 2. Time may be adjusted for employee count changes, for verification of corrective actions for prior nonconformities or for the other sector-specific reasons.
- 7.6 Travel and Lodging Expenses: Organisation is responsible for travel expenses, billed at actual cost, which includes as applicable: airline travel, hotel, car rental, meals (£40 per day) and mileage (at current Government rates). Organisation shall timely reimburse PJRFSL for any and all travel and lodging expenses incurred in providing services to the Organisation, upon receipt of documentary evidence from PJRFSL concerning such expenses.
- 7.7 Postponement or Cancellation: If Organisation postpones or cancels any Assessment (audit) within 21 days from the first day of the agreed assessment date, PJRFSL will charge a fee equal to fifty percent (50%) if the quoted assessment fee, or one day at the per-day rate applicable at that time, PLUS the cost, at the prevailing per-day rate, of any work performed to date, PLUS any non-recoverable travel and lodging expenses incurred. These charges are not credited against any subsequent charges incurred by Organisation. In an emergency situation, Organisation may request and PJRFSL may waive these charges, in PJRFSLs sole and absolute discretion. The President of PJRFSL prior to the first day of the originally scheduled audit dates must sign such a waiver.

- 7.8 Payment: Except as otherwise provided in the Agreement or these Terms and Conditions, the Organisation shall pay PJRFSL in full upon receipt of PJRFSL's invoice. Organisation's obligation to pay PJRFSL under the Agreement shall survive the expiration or termination of the Agreement for any reason and/or the completion of the services for the Organisation.
- 7.9 Certification Fees: Certification fees to cover the costs associated with the issuance of a new plaque, certificate and related administration are due in full upon completion of the Certification/Recertification Audit, and are included with the Audit invoice. Certification fees are subject to change, based on employee count.
- 7.10 Annual File Maintenance Fees: Annual file maintenance fees are charges at the time of the Certification/Recertification audits. BRCGS: File maintenance fees will only be charged once annually, even if more than one Certification Audit is required within a calendar year. Annual File Maintenance Fees are subject to change, based on employee count.
- 7.11 Certificates: PJRFSL has the right to not issue a Certificate until the Organisation pays all incurred and accrued charges to PJRFSL.
- 7.12 BRCGS Directory Fee: Organisation is responsible for a per audit BRCGS Directory upload fee (fee rate as determined by BRCGS) collected by PJRFSL and payable to BRCGS.
- 7.13 GLOBALG.A.P. Fee: Organisation is responsible for GLOBALG.A.P. System Participation fee applicable to each individual producer (also to each producer group member) collected by PJRFSL and payable to GLOBALG.A.P. once during a calendar year according to the product cycle. Payment of the relevant GLOBALG.A.P. System Participation fee, does not guarantee the issuing of a certificate.
- 7.14 NC Closure: If extensive time is required by the Lead Auditor and/or PJRFSL to close our corrective actions due to the number and/or complexity of nonconformities and/or due to protracted communications with the Organisation, PJRFSL will bill the Organisation at the rate £100 per hour.

## 8. Liability/Remedies

- 8.1 PJRFSL shall not be liable for any loss or damage sustained by any person due to any act of omission or error during the performance of services by PJRFSL under the terms of this Agreement.
- 8.2 In the event PJRFSL materially fails to perform any services as required by the Agreement, or otherwise breaches its obligations under this Agreement, the Organisation's sole and exclusive remedy in connection with any such failure is to allow PJRFSL, in PJRFSL's sole and absolute discretion to, within a reasonable period of time, remedy the deficiencies identified by the Organisation.
- 8.3 Notwithstanding anything to the contrary in the Agreement or otherwise, PJRFSL shall not have any liability to the Organisation or any third party for any special, direct, indirect, incidental, consequential, statutory, punitive or exemplary damages of any nature whatsoever, including, without limitation, damages relating to loss of profit, loss of income or revenue, loss of goodwill, personal injury or wrongful death, even if it has been put on notice of the possibility of such damages. Without limiting or expanding the provisions of any of the sections of these Terms and Conditions, in no event shall PJRFSL's liability for monetary damages exceed the amount actually paid by the Organisation for the services with respect to which such liability arose.

The parties acknowledge and agree that the provisions of these Terms and Conditions that limit liability or exclude consequential damages or other damages or remedies are essential terms of and are fundamental to the parties' understanding of these Terms and Conditions, and shall be enforced to the fullest extent permitted by law. Without limiting the generality of the foregoing, the Organisation agrees that all limitations of liability and exclusions of damages or remedies shall remain fully valid, effective and



enforceable in accordance with their respective terms, even under circumstances that cause any exclusive remedy to fail of its essential purpose. The limitations contained in this Section apply regardless of the form of action, including actions in contract, tort (including negligence), and strict liability.

- 8.4 No third part beneficiaries: It is expressly understood and agreed that this Agreement is entered into solely for the mutual benefit of the contracting parties and that no benefits, rights, duties or obligations are intended nor conferred by this Agreement as to third parties not a signatory hereto.
- 8.5 The Organisation and PJRFSL shall maintain, at all times, insurance, including workers' compensation insurance, sufficient to cover all liability that may result from activities conducted under or in connection with the Agreement. PJRFSL may require proof of such insurance either before undertaking its responsibilities under the Agreement, or at any time thereafter.
- 8.6 PJRFSL's remedies stated herein are cumulative and are not exclusive of any other remedies available at law or equity.

## 9. Indemnity

- 9.1 The Organisation agrees and acknowledges that it shall indemnify and hold harmless PJRFSL and its Directors, officers, employees, assignees, agents and shareholders from and against any and all claims, demands, suits, obligations, liabilities, damages, losses and judgements, including reasonable legal fees, costs and expenses related thereto, arising out of or related to, without limitation; any claim regarding a breach of the Confidentiality section of the applicable SOP-1; and for BRCGS audits due to the requirement to publish to the BRCGS Directory information regarding the Organisations BRCGS certification; and for GLOBALG.A.P. audits/inspections due to the requirement to publish to the GLOBALG.A.P. Directory information regarding the Organisations GLOBALG.A.P. certification; losses incurred as a result of Organisations noncompliance with environmental, employment, consumer protection, food safety or other laws, regulations or related compliance regulations; losses occasioned by product liability and/or recalls; Organisation's negligence or the negligence of its employees; losses occasioned by Organisations failure to notify PJRFSL of material changes, and/or incidents, recalls or legal proceedings; and any breach by the Organisation of the Agreement (collectively "Claims"); and if requested, the Organisation shall defend PJRFSL against any Claims and in any action or proceeding resulting directly or indirectly from Organisations own acts or omissions.
- 9.2 The forgoing indemnification obligations shall apply to the extent that any Claims are attributable to the Organisation, its Directors, officers, employees, assignees, agents and shareholders. The Organisation's indemnification obligation shall survive the expiration or termination of the Agreement for any reason and/or completion of the services for the Organisation.
- 9.3 To the fullest extent provided by applicable law, Organisation will indemnify, defend and hold harmless PJRFSL, its Directors, officers, employees, agents and shareholders (hereafter "Persons Indemnified") from and against any and all loss, damage, costs (including, but not limited to, legal fees, expert fees and expenses, and court costs), or liability resulting from any and all demands, claims, suits, costs, fines, penalties, proceedings, or actions of any kind or character (Claim) presented or brought against the Persons Indemnified to the extent such claims are proximately caused by, arise out of, or relate to any claim of : (1) a violation of consumer protection or food safety law, regulation, ordinance by the Organisation, its representatives, anyone directly or indirectly employed by Organisation (including any approved subcontractors and any persons directly or indirectly employed by an approved subcontractor), or anyone for whose acts or omissions any one of them may be liable; (2) the negligence or wilful misconduct, act or omission if the Organisation, its representatives, anyone directly or indirectly employed by Organisation (including any approved subcontractors and any persons directly or indirectly employed by an approved subcontractor), or anyone for whose acts or omissions any one of them may be liable.

This indemnification obligation is specifically intended to indemnify and hold harmless the Persons Indemnified of and from any claims alleging personal injury, death or other injuries caused or relating to the use of Organisations products, which were processed, packaged, handled or manufactured in a facility whose management processes were certified by PJRFSL. The parties recognise that this indemnification obligation is needed because the Organisation will benefit from the PJRFSL mark on its products and packaging, which provides a substantial benefit to Organisation, and in recognition that PJRFSL has reviewed and certified the Organisation's management processes as opposed to its products.

## 10. Termination

The agreement and all terms and conditions shall automatically renew every year (which is the typical audit cycle) unless earlier termination by either party as follows (either party may terminate the agreement):

- 10.1 By Notice - with 90 days written notice.
- 10.2 By Default –
  - a. Immediately upon either party being notified by the other of any material breach of the Agreement, including the conditions detailed in the applicable SOP-1.
  - b. If the Organisation ceases its business operations whether in whole or in part.
- 10.3 Should the Agreement expire or be terminated whether by notice, default, in the case of Certificate withdrawal, or otherwise, the PJRFSL Certificate issued pursuant to the Agreement shall forthwith become null, void, and invalid. The Organisation shall cease to use the same and shall return it to PJRFSL immediately. Organisation shall also return to PJRFSL all documentation and other matters issued thereto or bearing an indication thereof; and shall immediately cease any and all publicity and other communications referring or alluding to any relationship whatsoever between Organisation and PJRFSL, including any representation of the PJRFSL Certification Mark and/or PJRFSL Certificate. Organisations obligation under this Section shall survive the expiration or termination of the Agreement for any reason and/or the completion of the services for the Organisation.

## 11. Miscellaneous Provisions

- 11.1 Force Majeure: PJRFSL shall not be liable in any respect should it be prevented or delayed from performing any of its obligations hereunder in an event or occurrence beyond its reasonable control and without its fault or negligence, including without limitation, fires, floods, explosions, accidents or other catastrophes, acts of God, strikes, and any changes of law or regulation.
- 11.2 Waiver: The failure of either party to enforce any right accruing under the Agreement shall not be construed as a waiver of a subsequent right of such part to enforce the same or any other right, term, or condition.
- 11.3 Notices: All notices given pursuant to the Agreement shall be in writing and shall be mailed by recorded, signed-for delivery, addressed to:
  - a. If to PJRFSL, to President, Perry Johnson Registrations Food Safety Limited, Suite S06B, Genesis Centre, Innovation Way, Stoke on Trent, ST4 6BF.
  - b. If to Organisation, to the contact information listed in the Agreement.
  - c. Communications will be considered received on the 5<sup>th</sup> business day following mailing of such communication.
- 11.4 Electronic Communications: PJRFSL appreciates the limitations inherent in the process of electronic data exchange. Because PJRFSL intends to make the certification process as straightforward and expeditious as possible for the Organisation, the parties acknowledge and agree that where there are any

documentation discrepancies found between the Organisations document and the document in its original form as held by PJRFSL, (whether received electronically or otherwise), the document in its original form shall control. Moreover, PJRFSL does not assume or accept liability for any information provided electronically by the Organisation. Accordingly, the Organisation agrees to exclude PJRFSL and all relevant third parties from all legal responsibility that may arise from any inconsistencies in electronic documents exchanged between the two, and shall indemnify, defend and hold harmless PJRFSL, its Directors, officers, employees, assignees, agents, and shareholders of and from any and all claims, demands, obligations, liabilities, damages, losses and judgments, including any reasonable legal costs and expenses arising from any inaccuracies between electronic documentation and the original thereof.

- 11.5 Severability: Should any provision of the Agreement be determined to be invalid or unenforceable, it shall be adjusted so as to best reflect the intent of the parties to the maximum extent possible, and the remainder of the Agreement shall be valid and enforceable to the maximum extent.
- 11.6 Entire Agreement: The Agreement constitutes the entire Agreement between the Organisation and PJRFSL with respect to this subject matter and supersedes any and all prior understandings and agreements to the contrary, written or unwritten, express or implied, and may only be modified by written agreement signed by the President of PJRFSL and an authorised officer or representative of the Organisation.
- 11.7 Use of Contractors: The Organisation hereby acknowledges that PJRFSL may use external resources, including contracted auditors, to provide certification services to the Organisation and consents to the use of said external resources. PJRFSL shall take responsibility for the activities of all external resources, including contracted auditors.
- 11.8 Employment of Auditors: The Organisation agrees not to hire or contract with, directly or indirectly, any PJRFSL auditor, or contracted auditor, who participated in the performance of auditing or certification services at any of the Organisation's facilities, for a period of one year after completing said services or the expiration or termination of the Agreement for any reason.
- 11.9 Disclaimer: In the event that the Organisation's audit to the applicable standard is completed successfully, and a Certificate is issued, the Certificate shall in no way be construed by any party as evidence of compliance with any other standard, rule, regulation, statute, or ordinance or reflect or suggest absolute or even comprehensive conformity of the Organisation's system and/or facility to any other standard, rule, regulation, statute or ordinance. The Certificate only indicates that the Organisation appears to be compliant with a particular standard at a particular point in time. PJRFSL is not responsible for notifying any regulatory agency of any apparent or potential breach of any rule, regulation, statute, or ordinance PJRFSL may detect during the course of any audit. PJRFSL only agrees to audit the Organisations Management System for conformance to the applicable standard requested at the applicable point in time. Further, PJRFSL shall not be liable for any nonconformity that may occur due to changes in the applicable standards and/or subsequent events. PJRFSL makes no claim or assertion that the Organisations Management System will continue to comply with the requirements of the audited applicable standard. It is incumbent upon the Organisation to continue to follow the applicable standard. PJRFSL has no role in its continued implementation. PJRFSL is not certifying or attesting to the safety or fitness of any product or service or whether the Organisation's employees are operating in compliance with all food safety regulations at all times. Rather, PJRFSL is only reviewing a particular management system at a particular time to assess whether it appears to be compliant with a particular standard. As such, PJRFSL cannot guarantee and does not purport to guarantee the safety or fitness of the Organisation's product (s) or service(s) or that its product(s) or service(s) meet all food safety regulations at all times.
- 11.10 Confidentiality: PJRFSL agrees to maintain confidentiality regarding all information gained from the Organisation from the time the Organisation first expresses interest in PJRFSL services, except as required by our Accreditation Bodies, Standard Licensing Bodies, regulatory or industry-specific groups or as

otherwise provided by law or court order. PJRFSL ensures that all records, data, and information received during the execution of the audit as well as the written audit report remain confidential and the property of the Organisation. Only with the Organisations written authorisation will PJRFSL release audit data to any entity when mandated by law, statute, or the regulations of Accreditation and Standard Licensing Bodies.

- 11.11 Transfer of Certificates: PJRFSL shall not be liable for any previous omission prior to the date of the transfer of certification from another certification body. Transfers of certification are conducted in accordance with the applicable SOP-1. PJRFSL has the right to reject the transfer based on technical review of transfer documents.
- 11.12 Changes in Certification Requirements: PJRFSL will post any changes of certification requirements (including revisions to these conditions) to its website <https://www.pjrfsi.uk/>, because Organisation must abide by all new and/or modified requirements under any applicable standards. It is incumbent on the Organisation to monitor the PJRFSL website periodically for any such changes.
- 11.13 Costs of Enforcement: The Organisation shall pay or reimburse PJRFSL for any and all costs and expenses (including reasonable legal costs, solicitor and expert witness fees) incurred in enforcing its rights, including the rights to receive any payment for services provided to the Organisation, under the Agreement. This provision shall survive the expiration or termination of the Agreement for any reason and/or the completion of the services for the Organisation.
- 11.14 Assignment: The Organisation may not assign this Agreement, in whole or in part, without PJRFSL's prior written consent, which consent may be withheld by PJRFSL in its sole and absolute discretion, and any attempted assignment in violation of this Section will be void and of no legal effect. In the event of any permitted assignment by the Organisation, on the effective date of the assignment Organisation shall pay in full any and all amounts due to PJRFSL under the Agreement, and Organisation shall remain primarily responsible and liable to PJRFSL for any and all payments to PJRFSL under the Agreement after the assignment hereof or any rights or obligations hereunder.
- 11.15 Section Headings: The Section headings contained in these Terms and Conditions are for reference purposes only and shall not in any way affect the meaning or interpretation of these Terms and Conditions.
- 11.16 Multiple Counterparts: The Agreement may be executed in multiple counterparts, each of which shall constitute an original agreement, but all of which shall constitute only one agreement. The signatures need not all be on a single copy of the Agreement between the parties, and may be copies, rather than originals, and shall be fully as effective as though all signatures were on the same copy.
- 11.17 Organisation acknowledges that sector-specific rules may change on an ongoing basis and it is impractical for PJRFSL to issue contract amendments to address said changes. Organisations are responsible for conformance with the current edition of the Rules, all Sanctioned Interpretations and Frequently Asked Questions applicable Food Sector Standards including, but not limited to, BRCGS and GLOBALG.A.P.