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<b>General Permit Conditions</b>			

**1. APPLICATION OF GENERAL CONDITIONS; DEFINITIONS:**

Unless otherwise expressly agreed in writing and signed by all parties, or solely to the extent otherwise required by mandatory application of law, all actions and services provided by African Certification and Testing (PTY) Ltd (designated hereafter as “**ACT**”) are governed by the following general terms and conditions of service (the “**General Permit Conditions**” and “Specific Permit Conditions” as laid out in this agreement) available on the ACT website.

ACT offers certification services (“**Services**”) covering CB farm audit and certification against an appropriate recognised specification or part thereof to any person, firm, company, association, trust or government agency or authority that apply for Services (“**Client**”). The CB farm audit and certification services offered by ACT are defined in the Scope of the ACT Quality Manual.

**1.1** The definitions in this Article apply in these General Permit Conditions:

**Accreditation Body:** Authoritative body that grants accreditation, under which ACT performs its Services. (South African National Accreditations Systems: SANAS).

**Agreement:** the ACT’s acceptance of a completed ACT Order Form or other instructions for Services from the Client, or ACT’s acceptance of an agreed quotation for Services, or any instruction or request for services by a Client and subsequent acceptance by ACT and performance of Services by ACT for the Client. These General Conditions govern each Agreement unless separate terms and conditions are agreed to in writing between the Client and ACT.

**Certificate of Approval:** Document provides permission issued by ACT for a product, to be marketed or used for stated purposes under stated conditions.

**ACT Order Form:** ACT’s standard form to be completed by the Client setting out the Services to be performed by ACT, together with any other information concerning the performance of the Services under the terms of the Agreement. The fees for the Services may be set out in ACT Order Form or in a separate document or price list.


**Party and Parties:** individually ACT or the Client and collectively ACT and the Client.

**Reports:** all documents created by ACT in relation to the performance of the Services, except Certificate of Approval.

Capitalized terms not otherwise defined herein shall have the meanings given to such terms by the “Conformity Assessment” vocabulary as stated in the ISO 17000 standards.


**1.2** For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any ACT Order Form or other document shall not govern the Agreement.

**1.3** ACT acts for the Client only. Except as provided in the Agreement, the Agreement is entered into solely between and may be enforced only by the Client and ACT. The Agreement shall not be deemed to create any rights in third parties, including without limitation suppliers or customers of a Party, or to create any obligation of a Party to such third parties.

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**2. ACT'S OBLIGATIONS:**

- 2.1 ACT shall, with reasonable care, skill and diligence as expected of a competent body experienced in the certification industry and in performing services of a similar nature under similar circumstances, provide the Services and deliver the Certificate of Approval and/or the Reports to the Client.
- 2.2 CB farm audits will be conducted annually at the Client.
- 2.3 ACT shall communicate all relevant updates of the GLOBALG.A.P. standard as well as any changes and/or updates of the ACT system that may affect the client.
- 2.4 ACT shall communicate the date of the first application and grace period of any new GLOBALG.A.P. versions of normative documents.
- 2.5 All production sites to be certified for the client shall be registered on the GLOBALG.A.P. IT Systems (when available).
- 2.6 The timeframe to address the non-conformance(s) identified by the ACT CB farm auditor with corrective action evidence is 28 days from the date of the CB farm audit. For initial CB farm audits, if the non-conformances are not resolved within 28 days, an extended period of up to 3 months from the audit date is allowed for closure.
- 2.7 ACT reserves the right to make use of Sub Contractors. The ACT procedure for use of Sub Contractors and list of approved Sub Contractors is available on request. In the event of ACT affecting amendments, modifications and updates to the conditions of this agreement, ACT undertakes to notify the client of such changes within a reasonable time to allow the Client to take action as required by the scheme.
- 2.8 ACT reserves the right to affect amendments, modifications and updates to the conditions of this agreement which will be communicated with the client.
- 2.9 In providing the Services, ACT does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers, sellers, buyers or owners, who, notwithstanding ACT's actions, are not released from any of their obligations of whatever nature. If and to the extent that the Client releases any third party from its liabilities, obligations and duties with respect to the Client's products or services, or from its liabilities, obligations and duties with respect to information upon which ACT relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause the liability to ACT to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties.
- 2.10 For the avoidance of doubt, ACT does not fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of products, services or other activities undertaken or produced by the Client to which the Services relate. Notwithstanding any provision to the contrary contained herein or in any Certificate of Approval or in any Report, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or

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use, is made by ACT for any activities undertaken by the Client or any product manufactured, distributed, imported, or sold by the Client.

- 2.11** The Certificate of Approval and the Reports are given only in relation to the written instructions, documents, information and samples provided to ACT by the Client prior to the performance of the Services. ACT cannot be held liable for any error, omission or inaccuracy in the Certificate of Approval or in the Reports to the extent that ACT has been given erroneous or incomplete information by the Client.
- 2.12** Unless specifically instructed to the contrary by the Client and incorporated into the scope of the Services under the Agreement, documents concerning undertakings entered into between the Client and other interested parties, such as contracts of sale, supply or work contracts, letters of credit, bills of lading, specifications, datasheets, letters of commissioning, certificate of acceptance or conformity, and which are divulged to ACT, shall be considered to be for information only, without either extending or restricting ACT's scope of Services or obligations under the Agreement.

**3. CLIENT'S OBLIGATIONS:**

3.1 The Client shall:


- 3.1.1 Co-operate with ACT in all matters relating to the Services.
- 3.1.2 Always fulfil the certification agreement requirements, including implementing appropriate changes when they are communicated by the certification body.
- 3.1.3 Always fulfil the requirements of the GLOBALG.A.P. Sublicense and Certification Agreement.
- 3.1.4 Continue to fulfil the relevant product requirements as per scope of certification with regards to ongoing production.

Note on 3.1.4: Clients are to remain truthful throughout the certification period and fabrication of any records are not allowed whatsoever.

3.1.5 Make all necessary arrangements for:

- 1) The conduct of the CB farm audit, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors;
- 2) Investigation of complaints;
- 3) The participation of observers, if applicable (including observers from SANAS).

3.1.6 Keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and

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1) takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;

2) document the actions taken

3.1.7 Only the legal certificate holder may market the products that are with reference to the GLOBALG.A.P. certificate. Members of a producer group are not certificate holders. Thus, each member shall not market the products under their name and can only be marketed under the producer group name. All products that are sold without reference to the certificate shall be recorded in the mass balance.

3.1.8. By registering, the applicant (client) commits to comply with the certification requirements at all times; the communication of data updates to ACT; and the payment of the applicable fees established by GLOBALG.A.P. and by ACT.

**3.2 Changes affecting certification:**

3.2.1 Notify ACT of any changes to the certification scope. Any changes will need to be audited by ACT and if necessary a re-assessment of the system needs to be carried out.

3.2.2 Notify ACT of change in ownership. ACT will re-inspect the Client to determine further certification status in the case of a new legal entity.

3.2.4 Inform ACT should a new type of product falling within the scope of the standard be introduced. In such a situation, the Client may not use their GGN or refer to GLOBALG.A.P. for such product until the process has been audited and ACT officially authorize the Client to use the GGN.


3.2.5 Notify ACT of any change to the Trading Name of the Company that may affect the GGN.

**3.3 Access to facilities, documents etc.**

3.3.1 Provide, or cause its suppliers to provide, in a timely manner, access to facilities, documents, records, information and personnel as required by ACT, its agents, subcontractors, consultants and employees, to perform the Services. The Client shall adopt all necessary measures to ensure safety and security of working conditions on site during performance of the Services and inform ACT of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the relevant premises;

3.3.2 Allow (after prior notification) access to representatives of ACT's Accreditation Body (SANAS) for the purpose of witnessing ACT CB farm auditors for accreditation requirements.

3.4.2 Provide ACT, either directly or through its suppliers and subcontractors, in a timely manner, such information as ACT may require for the proper performance of the Services and ensure that such information is accurate in all material respects;

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- 3.4.2 Where necessary, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of the Client's equipment and facilities;
- 3.4.3 Ensure that all documents, information and material made available by the Client to ACT under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret, licence or other intellectual property rights or proprietary rights of any third party, and;
- 3.4.4 Take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.

**3.5 General**

- 3.5.1 To the extent that ACT renders Services, the Client agrees that ACT does not owe any specific success but only such Services. The Client is responsible for exercising its own, independent judgment with regard to the information and recommendations provided by ACT. Neither ACT nor any of its agents warrant the quality, outcome, effectiveness or appropriateness of any decision or action undertaken on the basis of the Reports provided under the Agreement.
- 3.5.2 If ACT 's performance of its obligations under the Agreement is prevented or delayed by any act, omission, default or negligence of the Client, its agents, subcontractors, consultants or employees, ACT shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.
- 3.5.3 Any objective evidence found that indicates that the applicant (client) has been misusing the GLOBALG.A.P. claim shall lead to the exclusion of the applicant (client) from certification for 12 months after evidence of misuse. The applicant will then be listed and the list shall be checked before registration into the IT Systems. Any cause of misuse shall be communicated to the GLOBALG.A.P. Secretariat.

**3.6 FEES AND PAYMENT:**

- 3.6.1 ACT shall invoice Clients before delivery of the Services. The CB farm audit process, Certificate of Approval and Reports cannot be released until full payment has been received by ACT.
- 3.6.2 The Client agrees to pay the full amount disclosed on the invoice, including the GLOBALG.A.P. registration fee as explained in the GLOBALG.A.P. Fee Table of its latest version.
- 3.6.3 The Client shall pay each valid invoice submitted to it by ACT, in full and in cleared funds, within thirty (30) days of the date of the invoice.
- 3.6.4 If the Client fails to pay ACT on the due date, ACT may charge interest on such sum from the due date for payment at the monthly rate of 1.5%, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment; and

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suspend all Services until payment has been made in full. The fees and any additional charges are exclusive of all applicable taxes.

3.6.5 ACT reserves the right to review and amend its charges annually; as a minimum, these charges will be adjusted in line with cost indices.

3.6.6 ACT shall confirm the receipt of formal application for first registration within 28 calendar days after ACT has received the unique GLOBALG.A.P. Number (GGN) from the GLOBALG.A.P. IT Systems.

**3.7 Overdue Accounts**

Failure to pay fees will result in:

- 90 day overdue accounts: CB farm auditing services can be cancelled.
- 120 day overdue accounts: certification will be withdrawn.
- No certificate will be issued until full payment has been made unless prior arrangements between both parties have mutually been agreed upon in writing.

3.8 If the client cancels this Agreement, the client shall pay all the outstanding invoices. In addition, if the Client cancels the Agreement with less than three (3) months notice prior to the next due CB farm audit date or expiry date, then the Client shall be liable for the full cost of the CB farm audit, including all GLOBALG.A.P. Certification and registration fees as well as travel and accommodation fees. If an extension is granted, the client is liable to pay the GLOBALG.A.P. certification and registration fees. In the case the client decides to cancel the agreement within the extension period, the client is liable to pay the full quotation amount.

3.9 All fees are exclusive of travel and expenses and will be charged as pre-agreed at a fixed rate or at cost.

3.10 The invoice shall include as appropriate, but not restricted to, Reports, Certification, Non-conformity\_Closure, Certificate of Approval and Accreditation Fees as well as Expense Costs.


3.11 Any service rendered beyond those set out will be charged at ACT’s current rates.

3.12 If the client wishes to cancel the contract before Initial or subsequent CB farm audit, an administration fees equivalent to 20% of the total contract value will be charged.

**4 CONFIDENTIALITY:**


4.1 **“Confidential Information”** shall mean any information disclosed in whatever form, by a Party to the other Party including, but not necessarily limited to, technical, environmental, commercial, legal and financial information relating directly or indirectly to the Parties and/or to the Agreement.

4.2 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information or any financial or trading information

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which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.

- 4.3 The confidentiality undertaking shall not apply to any information:
- 4.3.1 which is publicly available or becomes publicly available through no act of the receiving Party;
  - 4.3.2 which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;
  - 4.3.3 which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
  - 4.3.4 which is disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority.
- 4.4 The Certificate of Approval and the Reports are issued by ACT and are intended for the exclusive use of the Client and shall not be used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of ACT. (Please refer to Confidentiality, Data Use and Data Release below).
- 4.5 Each Party shall be responsible for ensuring that all persons to whom Confidential Information is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.
- 4.6 On expiry or termination of the Agreement for any reason whatsoever and at the direction of the other Party, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control, provided, however, that nothing herein shall prohibit ACT from maintaining copies of Certificate of Approval and Reports and analysis in accordance with its record retention policies and document retention policies as may be required by law or Accreditation Bodies.
- 4.7 Confidentiality, Data Use and Data Release:
- 4.7.1 By signing this agreement with ACT and the GLOBALG.A.P. Sublicense and Certification Agreement, the client is giving written permission to GLOBALG.A.P. and ACT to use the registration data for internal processes and sanctioning procedures.
  - 4.7.2 All data found in the GLOBALG.A.P. IT Systems is available to GLOBALG.A.P. and ACT and can be used for internal processes and sanctioning procedures.
  - 4.7.3 No data other than that stated in the GLOBALG.A.P. Access Rules document can be released by GLOBALG.A.P. or ACT to any other party without a written consent from the applicant.

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**5 SUSPENSION, WITHDRAWAL OR TERMINATION OF CERTIFICATION**


Upon suspension, withdrawal or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure. Please refer to section 21 in the Specific Permit Conditions for further information on suspension, withdrawal or termination of certification.

**6 PUBLIC ACCESS TO PERMIT INFORMATION**

ACT reserves the right to publish or make publicly known the status of permits,

**7 INTELLECTUAL PROPERTY:**

- 7.1 **“Intellectual Property”** shall mean all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 7.2 Each Party exclusively owns all rights to its Intellectual Property whether created before or after the commencement date of the Agreement and whether or not associated with any Agreement between the Parties.
- 7.3 Neither Party shall contest the validity of the other Party’s Intellectual Property rights nor take any action that might impair the value or goodwill associated with the Intellectual Property of the other Party or its affiliates.
- 7.4 Each Party shall take all necessary steps to ensure that it operates at all times in accordance with all applicable data protection laws and regulations.
- 7.5 The names, service marks, trademarks and copyrights of ACT shall not be used by the Client except solely to the extent that the Client obtains the prior written approval of ACT and then only in the manner prescribed by ACT.
- 7.6 The client does not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider misleading or unauthorized.
- 7.7 If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified by ACT.
- 7.8 In making reference to its product certification in communication media such documents, brochures or advertising, the client complies with the requirements of the certification body or as specified by ACT.

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7.9 For the avoidance of doubt, nothing in the Certificate of Approval or in the Reports or any other writing shall convey any rights of ownership or license whatsoever to the ACT 's intellectual property of its proprietary software, nor to the ACT 's proprietary audit methods, training materials and best practices manual, nor to the ACT 's protocols, nor to the ACT 's name, logo, marks, or other trade dress nor any other existing or later developed Intellectual Property rights or know-how developed and used to perform the Services and to issue the Certificate of Approval and the Reports. These shall remain the sole property of ACT.

7.10 The client complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product.

**8 LIMITATION OF LIABILITY:**

8.1 Notwithstanding any other provision of the Agreement, neither Party shall be liable to the other Party for indirect, incidental or consequential losses or damages (including, without limitation, punitive and exemplary damages, loss of earnings, loss of production, loss of value or decrease in earnings from any goods or property, including, without limitation, loss of use, loss of financial advantage, business interruption or downtime).


8.2 Nothing in these General Conditions limits or excludes the liability of ACT:

- 8.2.1 for death or personal injury resulting from negligence; or
- 8.2.2 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by ACT; or
- 8.2.3 for any other loss which by law cannot be excluded or limited.

8.3 Without prejudice to Article 7.1, the total liability of ACT and its affiliates, and their respective employees, directors, officers, agents, consultants, and subcontractors, in contract, tort (including, but not limited to, negligence, gross negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in any manner in connection with or related to the Services, the Certificate of Approval and the Reports and the performance, or contemplated performance, of the Agreement shall be limited to the amount of fees paid or payable by the Client to ACT in respect of the Services that give rise to ACT 's liability to the Client.

**9 FORCE MAJEURE:**

9.1 "**Force Majeure**" shall mean an event, the occurrence of which is beyond the reasonable control of the claiming Party, and which renders either the Client or the ACT unable, wholly or in part, to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party), which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation.

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9.2 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an event of Force Majeure. If the disability continues for more than fifteen (15) days, then the non-disabled Party will have the right to terminate this Agreement without incurring any liability whatsoever.

**10 ENTIRE AGREEMENT:**

10.1 The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the performance of the Services by ACT. These General Permit Conditions shall take precedence over any terms or conditions set out in the Client’s purchase order or other communications with ACT, unless expressly otherwise agreed in writing by ACT.

10.2 Each Party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract as expressly provided in the Agreement.

10.3 Each term or condition of this agreement is severable and in the event of any one or more of the terms or conditions being found to be unenforceable, then the remaining terms and conditions shall remain valid and enforceable.

**11 GOVERNING LAW AND JURISDICTION:**

11.1 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of South Africa, notwithstanding any conflicts of laws rules that could require the application of any other law.

11.2 The Parties irrevocably agree that the courts of South Africa shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter.

**12 RIGHTS OF THIRD PARTIES:**


12.1 To the fullest extent permitted by law and except as expressly provided for in the Agreement, a person who is not a party to the Agreement shall not have any rights under or in connection with the Agreement

**13 USE OF LICENCE, CERTIFICATES AND MARKS OF CONFORMITY**

13.1 The following requirements shall be met by ACT certified clients:

For 13.1.1 to 13.1.6 refer to the ACT approved logo as illustrated below:




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- 13.1.1 Shall only be displayed in this format.
- 13.1.2 Any enlargements or reductions in size shall retain the same proportions.
- 13.1.3 The ACT Approved logo shall not be larger or more prominent than any other logo on the certified client's documentation.
- 13.1.4 When used on paper the ACT approved logo shall be in black.
- 13.1.5 All documents that make reference to the ACT approved logo, shall clearly identify products referred to in the document, which do not fall within the scope of certification.
- 13.1.6 The ACT approved logo shall only be applied to products(s) grown on the premises and falling within the scope of certification as stated on Certificate of Approval. The ACT approved logo shall not be used in such a way to imply that ACT accepts responsibility for the quality of the product(s). On suspension or termination of certification all reference to ACT and the use of the ACT approved logo shall, without delay, be stopped on all product and documentation.
- 13.2 ACT will take appropriate actions to deal with the incorrect reference to ACT, or misleading use of licenses, certificate, marks or any other mechanism for indicating a product is certified by ACT, found in documentation or other publicity. These actions may include (13.2.1 to 13.2.6):
  - 13.2.1 Request for corrective actions
  - 13.2.2 Suspension of certificates or reports issued by the client
  - 13.2.3 Publication of transgression
  - 13.2.4 Suspension of certification
  - 13.2.5 Withdrawal of certification status, and if necessary
  - 13.2.6 Legal action

**SPECIFIC PERMIT CONDITIONS:**

14 GENERAL:

- 14.1 These specific terms and conditions of service (the "Specific Permit Conditions") are governed by the General Permit Conditions of ACT and any other relevant appendixes.
- 14.2 ACT offers certification services ("**Services**") covering CB farm audits against an appropriate recognised specification or part thereof to any person, firm, company, association, trust or government agency or authority that apply for Services ("**Client**").

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14.3 The certification awarded by ACT covers only, as the case may be, those services or products produced and/or supplied under the scope of the Client’s certification certified by ACT.

14.4 The issued certification does not exempt Clients from their legal obligations in respect of the services or products in the scope of their management systems.

14.5 The client shall only make claims regarding certification consistent with the scope of certification.

**15 REQUESTS FOR CERTIFICATION:**

15.1 The Client will be asked to supply detailed information about the size and scope of their operations subject to ACT’s Services.

15.2 Upon receipt of this information ACT will issue an Application form for product certification (F22.V6) to the Client.

**16 THE INITIAL CERTIFICATION PROCESS:**

The details of the Services to be provided must be agreed between the Client and ACT.

**16.1 INITIAL CB FARM AUDIT:**

The Initial CB farm audit shall be conducted during the harvesting season to ensure as many principles and criteria are to be verified as possible.

The ACT CB farm auditors will meet with the Client’s management to discuss the details of the CB farm audit process and consider possible issues relating to the performance of the CB farm audit. The ACT CB farm auditor will discuss any nonconformities, observations and recommendations if and when they are identified during the CB farm audit.


The ACT CB farm auditor will prepare and present to the Client’s management a report of the CB farm audit, which will include the CB farm audit findings and the scope of certification and will seek agreement, where necessary, on the nature of any corrective actions to be taken.

**16.2 NONCONFORMITY:**

ACT CB farm auditors will only identify nonconformities or non-compliances when the Client fails to conform/comply to a principle and criteria in the relevant checklist or to the GLOBALG.A.P. IFA General Regulations.

**16.3 ISSUANCE OF CERTIFICATION:**

ACT will issue to the Client a Certificate of Approval and Reports if and when all corrective actions agreed between the Client and the CB farm auditor have been completed.

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The Certificate of Approval will detail the IFA version to which the Client has been found compliant at the time of CB farm audit and the scope of the certification.

**17 CERTIFICATION MAINTENANCE:**

**17.1 SUBSEQUENT CB FARM AUDIT:**

A subsequent CB farm audit shall take place during argonomic activities and/or product harvest and/or handling are being carried out. The CB farm audit timing shall allow ACT to gain assurance that all the registered crops (even if they are not present at the time of the CB farm audit) are handled in compliance with the certification requirements.

**18 CERTIFICATION CHANGES:**

The Client is requested to inform ACT without delay of any significant changes to its product(s) or services that may impact the scope of certification or any other circumstances, which may affect the validity of its certification. Change of site, additional sites, change of process, change of ownership, change of scope, change of number of employees, etc. are considered as changes which may affect the validity of the certification. ACT will then take the appropriate action, such as conducting a special visit and/or changing the certification. Special visits can be conducted as well to investigate complaints received about the Client.

**19 ACT AND ACCREDITATION MARK:**


The Client shall use the ACT marks in accordance with the instructions for use that ACT provides including the requirements provided in Article 6 - Intellectual Property of the General Permit Conditions.

There shall be no ambiguity, in the mark or accompanying text, as to what has been certified. ACT mark and/or Accreditation Body mark shall not be used on a product or product packaging seen by the final consumer or in any other way that may be interpreted as denoting product conformity.

**20 ACCREDITATION BODY ACCESS:**

The Client shall allow the ACT 's Accreditation Body or their representatives' access to any part of the CB farm audit or surveillance process for the purposes of witnessing the ACT CB farm audit team during its performance of the CB farm audit of the management system to determine conformity with the requirements of the applicable standards. The Client shall not have the right to refuse such a request either by the Accreditation Body, its representatives or ACT.

In cases where any Accreditation Body wishes to conduct 'validation visits' to the clients' site, even in absence of ACT personnel, the client shall allow access to the accreditation body representatives. These visits shall not lead to bearing of any additional costs by the client.

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**21 SANCTION, SUSPENSION OR CANCELLATION OF THE CERTIFICATE OF APPROVAL:**

Product Suspension

- a. If the cause of the warning is not resolved within the defined period (max. of 28 days), a suspension shall be imposed by ACT immediately.
- b. ACT can lift suspensions imposed on producers issued by them.
- c. A suspension can be applied to one, several or all of the products covered by the certificate.
- d. A product can be partially suspended for an individual producer (single or multisite) – i.e. the entire product shall be suspended.
- e. When the suspension is applied, ACT shall set the period allowed for correction (not longer than 12 months).
- f. During the period of suspension, the producer is prohibited from using the GLOBALG.A.P. logo/trademark, license/certificate, or any other type of document that is in any way linked to GLOBALG.A.P. in relation to the suspended product.
- g. If a producer notifies ACT that the non-conformance is resolved before the defined period, the respective sanction can be lifted after evaluation of evidence provided by the producer. This evaluation may take place on- or off-site. If it is done through on-site CB farm audit, whether announced or unannounced, it may be a full CB farm audit or evaluating the submitted evidence only.
- h. If the cause of the suspension is not resolved within the defined period, a cancellation is imposed.
- i. The suspension remains as long as ACT does not lift the sanction or impose a cancellation.
- j. If a reputable government regulatory authority has established a clear link between a producer and a foodborne outbreak, suspension of the certificate shall be imposed by the CB while a review of the producer's certification is conducted.
- k. If a producer has been found by a court of law to have infringed a national or international law and these actions can endanger the reputation and credibility of FoodPLUS GmbH and/or the GLOBALG.A.P. standard, the CB shall suspend the producer's certificate with immediate effect. If the CB fails to do so, GLOBALG.A.P. has the right to inform the accreditation body and to change the status of the certificate in the GLOBALG.A.P. IT systems to not display it as valid. In this case, the CB shall accept liability for this issue.

A cancellation of the contract shall be issued where:

- a. ACT finds evidence of fraud and/or lack of trust to comply with GLOBALG.A.P. requirements  
OR
- b. A producer cannot show evidence of implementation of effective corrective action before the suspension period set by ACT/producer group has elapsed.

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- c. The CB finds objective evidence that indicates that the producer has been misusing the GLOBALG.A.P. claim. Any case of misuse may be communicated to the GLOBALG.A.P. Community Members.

A cancellation of the contract results in the total prohibition (all products, all sites) of the use of the GLOBALG.A.P. logo/trademark, license/certificate, or any device or document that may be linked to GLOBALG.A.P.

Producers that have received a cancellation shall not be accepted for GLOBALG.A.P. certification within 12 months of the date of cancellation.

#### Self-Declared Product Suspension


- a. A producer or producer group may voluntarily ask the respective certification body (i.e. ACT) for a suspension of one, several or all of the products covered by the certificate (unless ACT or another certification body have already imposed a sanction).
  - a. This can occur if the producer experiences difficulty with compliance to the standard and needs time to close any non-conformances.
- b. This suspension will not delay the renewal date, nor will it allow the producer to avoid paying registration and other applicable fees.
- c. The deadline for closing non-conformances is set by the declaring producer/producer group which shall be agreed upon with ACT.
- d. In the GLOBALG.A.P. IT Systems the product status 'self-declared suspension' shall be set for the respective products.

## **22 APPEALS, DISPUTES AND COMPLAINTS:**

Should the Client wish to appeal against or dispute any decision of ACT, it should do so in accordance with the ACT appeals procedure, available on ACT website or upon request.

Should a complaint arise about ACT, such complaint shall in the first instance be made to the local ACT office. If the Client does not wish to complain directly to the local ACT office, the complaint shall be sent in writing to the contact e-mail address on the ACT website.

- 23 The requirements as stated on the ACT website are to be adhered to. Access to these requirements are available via [www.africancertification.co.za](http://www.africancertification.co.za)

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Annexure A: Reference to ISO/IEC 17065 requirements:

ISO/IEC 17065 Clause	QP13 clause
4.1.2.2 (a)	3.1.2
4.1.2.2 (b)	3.1.3
4.1.2.2 (c-1)	3.1.4 (1)
4.1.2.2 (c-2)	3.1.4 (2)
4.1.2.2 (c-3)	3.1.4 (3)
4.1.2.2 (d)	14.6
4.1.2.2 (e)	7.6
4.1.2.2 (f)	5
4.1.2.2 (g)	7.7
4.1.2.2 (h)	7.8
4.1.2.2 (i)	7.10
4.1.2.2 (j-1)	3.1.5 (1)
4.1.2.2 (j-2)	3.1.5 (2)
4.1.2.2 (k)	18

**PRODUCER:**

Name of Legal Entity: \_\_\_\_\_

Client representative initials and surname: \_\_\_\_\_

Valid From \_\_\_/\_\_\_/\_\_\_\_\_ Valid To: \_\_\_/\_\_\_/\_\_\_\_\_

Signature: \_\_\_\_\_

**AFRICAN CERTIFICATION AND TESTING (PTY) LTD:**

Management Signatory (ACT): \_\_\_\_\_

Date \_\_\_/\_\_\_/\_\_\_\_\_ Signature: \_\_\_\_\_