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NSF International Certification Policies

NSF International Certification Policies for Food Equipment

December 18, 2017



NSF International, an independent, not-for-profit, non-governmental organization, is dedicated to being the leading global provider of public health and safety-based risk management solutions while serving the interests of all stakeholders.

These Policies are subject to revision.
Contact NSF to confirm this revision is current.

Users of these Policies may request clarifications and interpretations, or propose revisions by contacting:

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NSF International
Certification Policies

Food Equipment

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NSF International

Prepared by
NSF's Food Equipment Program

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The NSF Certification Council

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For ordering copies or for making inquiries with regard to these Certification Policies, please reference the designation Certification Policies for Food Equipment.

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NSF, in performing its functions in accordance with its objectives, does not assume or undertake to discharge any responsibility of the manufacturer or any other party. The opinions and findings of NSF represent its professional judgment. NSF shall not be responsible to anyone for the use of or reliance upon these Certification Policies by anyone. NSF shall not incur any obligation or liability for damages, including consequential damages, arising out of or in connection with the use, interpretation of, or reliance upon these Certification Policies.

NSF Certification Policies provide basic criteria to promote public health and safety. Provisions for mechanical and electrical safety have not been included in these Certification policies because governmental agencies or other national organizations provide safety requirements.

Participation in NSF Certification policy development activities by regulatory agency representatives (federal, local, state) shall not constitute their agency's endorsement of NSF or any of its Certification Policies.

Preference is given to the use of performance criteria measurable by examination or testing in NSF Certification Policies development when such performance criteria may reasonably be used in lieu of design, materials, or construction criteria.

The illustrations, if provided, are intended to assist in understanding their adjacent standard requirements. However, the illustrations may not include ***all*** requirements for a specific product or unit, nor do they show the only method of fabricating such arrangements. Such partial drawings shall not be used to justify improper or incomplete design and construction.

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Foreword

This edition of the *Certification Policies for Food Equipment* contains the following changes to the General Policies, effective December 18, 2017:

GP – 8 Trade Designations was updated to improve clarity.

GP – 42 Unauthorized Shipment or Disposal of Certified or Non-certified Products Placed on Hold has been updated to improve clarity around steps that may be taken by NSF, and allows flexibility when scheduling an Administrative Hearing.

There were no changes made to the Program Policies.

This Policy was developed by the NSF Certification Council. Suggestions for improvement of this Policy are welcome. Comments should be sent to General Manager, Food Equipment, c/o NSF International, P.O. Box 130140, Ann Arbor, Michigan 48113-0140, USA.

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TABLE OF CONTENTS

SECTION I. GENERAL POLICIES FOR ALL PRODUCTS	PAGE
INTRODUCTION.....	1
DEFINITIONS	1
AUTHORIZATION FOR NSF CERTIFICATION	
GP – 1. Eligibility.....	2
GP – 2. Application	2
GP – 3. Contract	2
GP – 4. Notification of Certification and Authorization for Use of the Mark.....	3
GP – 5. Transfer of Authorization for Certification and Use of the Mark	3
GP – 6. NSF Acknowledgment of Certified Products.....	3
GP – 7. Use of the Mark for Products Shown in the Official Listing.....	3
GP – 8. Trade Designations.....	3
GP – 9. Use of the Mark for New Products.....	4
GP – 10. Use of the Mark at Authorized Locations	4
GP – 11. Product Modification.....	4
GP – 12. Implementation of Revisions to Standards or Policies.....	4
GP – 13. Private Labeling of Certified Products	4
AUDIT	
GP – 14. Requirement and Purpose of Audits.....	5
GP – 15. Access for Audits	5
GP – 16. Cooperation with NSF.....	5
GP – 17. Sample Collection	5
GP – 18. Corrective Action Report	6
GP – 19. Audit Suspension Due to Travel Restrictions	6
GP – 20. Non-Operational Locations	6
TESTING	
GP – 21. Scope of Testing.....	7
GP – 22. Conduct of Testing	7
GP – 23. Test Report	7
GP – 24. Periodic Testing of Certified Products	7
GP – 25. Disposition of Test Samples.....	7
RECORDS	
GP – 26. Records of Certified Product Information.....	7
GP – 27. Company Records of Materials and Components	7
GP – 28. Company Records of Production, Shipment, and Inventory	8
GP – 29. Company Records of Complaints About Its Certified Products.....	8
CONFIDENTIALITY	
GP – 30. Confidentiality.....	8
GP – 31. Procedures Upon Receipt of Subpoena for Confidential Business Information	9
ADVERTISING	
GP – 32. Use of the Mark by Certified Companies: Advertising, Packaging, and Literature.....	9
GP – 33. Use of the Mark by Parties other than the Certified Company: Advertising and Literature	9

INVESTIGATION OF COMPLAINTS

GP – 34.	Complaints	10
GP – 35.	Investigation of Complaints: Sample Selection and Handling	10

CORRECTIVE ACTION AND ENFORCEMENT

GP – 36.	Corrective Action for General Noncompliance.....	10
GP – 37.	Noncompliant Test Results for Initial Qualification	11
GP – 38.	Noncompliant Test Results for Certified Products.....	11
GP – 39.	Noncompliant Retest Results for Certified Products.....	12
GP – 40.	Use of the Mark on a Non-Certified Product	12
GP – 41.	Unauthorized Change to a Certified Product.....	12
GP – 42.	Unauthorized Shipment or Disposal of Certified or Non-certified Products Placed on Hold.....	13
GP – 43.	Bribes Offered to NSF.....	13
GP – 44.	Request for Recall of Products.....	13
GP – 45.	Administrative Hearing	14
GP – 46.	Withdrawal of Certification.....	14
GP – 47.	Public Notice	15
GP – 48.	Reinstatement	16

APPEALS

GP – 49.	Appeal of a Decision, Result or Action taken by NSF	16
GP – 50.	Legal Action	16

FEES

GP – 51.	Application Fee	16
GP – 52.	Standards Maintenance Fee.....	16
GP – 53.	Certification Fee.....	16
GP – 54.	Additional Charges.....	17
GP – 55.	Collection Fee.....	17
GP – 56.	Charges by Governmental Agencies	17

CERTIFICATION AGREEMENT

Annex Z	Z1
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SECTION II. PROGRAM POLICIES FOR FOOD EQUIPMENT

INTRODUCTION	19
DEFINITIONS	19
MARKING	
PP – 1. NSF Certification Marks for food equipment	20
PP – 2. Model or Trade Designation	20
PP – 3. Permanent marking of Certified Products	21
PP – 4. Certified Products exempt from bearing the NSF Mark and permanent marking.....	21
PP – 5. Reconditioned equipment	21
OFFICIAL LISTING	
PP – 6. Listing format	22
PP – 7. Products with labeling requirements	22
PP – 8. NSF/ANSI 2	22
PP – 9. NSF/ANSI 3	22
PP – 10. NSF/ANSI 5.....	23
PP – 11. NSF/ANSI 6.....	23
PP – 12. NSF/ANSI 7.....	23
PP – 13. NSF/ANSI 12 and 18.....	24
PP – 14. NSF/ANSI 35.....	24
PP – 15. NSF/ANSI 51.....	24
PP – 16. NSF/ANSI 59.....	24
PP – 17. Food shields	24
AUDITS	
PP – 18. Audit frequency	24
EVALUATION AND TESTING	
PP – 19. Reevaluation and periodic testing of Certified Products	25
PP – 20. Witness testing.....	25
PP – 21. Accepting manufacturer test data.....	25
PP – 22. General requirements for the Listing of a family group	25
PP – 23. Reinstatement of previously certified products	25
MATERIALS	
PP – 24. Potable water or ice contact.....	26
PP – 25. Formulation information – nonmetallic materials	26
PP – 26. Formulation information – metallic materials	27
CUSTOM EQUIPMENT	
PP – 27. Custom-built equipment	27
FIELD MODIFICATION	
PP – 28. Replacement components of Listed Products	28
PP – 29. Field modification of Listed Products.....	28

PRODUCT SPECIFIC LABELING

PP – 30.	Refrigerated condiment and ice cream topping rails	28
PP – 31.	Thermoplastic refuse containers	28
Annex A	A1

SECTION I. GENERAL POLICIES FOR ALL PRODUCTS

INTRODUCTION

NSF International (NSF) offers Certification of Products to any Company, subject to the requirements of the general and program specific policies.

The general policies (Section I) apply to all Products being Certified against any Standard, within the scope of an NSF Certification program. There are additional program specific policies (Section II) that further define requirements under each NSF Certification program. The general and program specific policies shall be considered in their entirety, and shall be applied within the context of the Standard referenced in the contract between the Company and NSF. For clarity and ease of reference, these policies are presented as individually numbered items with appropriate headings.

DEFINITIONS

Certified Product – Product authorized by NSF for Certification and use of the Mark.

Certification – NSF attestation demonstrating that adequate confidence is achieved, that a duly identified product, process, or service is in conformity with all applicable NSF requirements, and the Company is authorized to apply a designated Mark to the Product as long as it continues to conform with all NSF requirements.

* THE TERMS “LISTING” OR “LISTED” ARE SYNONYMOUS
WITH CERTIFICATION OR CERTIFIED.

Client – The entity executing the Contract, as set forth in the Client Affidavit section of the NSF Certification Contract.

Company – Any public or private organization, group, individual, or other entity contracting with NSF, or a subsidiary or division of such an entity.

Compliance – Conformance with all NSF requirement(s).

Contract – Any authorized written agreement between the Company and NSF. An authorized agreement is any agreement signed by a corporate officer of NSF.

Distributor – The distributor is responsible for issuing catalogues and handling sales functions for the brand. The distributor has direct interaction with the retailer or purchasing customer.

Location – Any point of final production or assembly. Multiple locations producing a Certified product that can be audited in one audit day (eight hours) may be considered one location.

Mark – A registered NSF Certification Mark. In this instance “registered” means a formal process with an appropriate official agency. Current Marks are available through the responsible program office.

New Product –	Products manufactured or assembled after the date of authorization for Certification.
Noncompliance –	Lack of conformance with any NSF requirement.
NSF –	NSF International, its staff, subsidiaries and affiliates, or other authorized representatives.
NSF Requirements –	Requirements of the relevant Standards, the general and program specific policies, and any agreements or contracts upon which NSF's Certification are based. In all instances where this term is used, it is understood this means the requirements that are appropriate and applicable to the specific Product.
Product –	Any goods, equipment, component, system, service, material, location, compound, or ingredient covered by a Standard for which NSF offers Certification, including those made on the behalf of another manufacturer or those distributed by companies other than the manufacturer.
Public Notice –	Distribution of a written notice of non-compliance.
Recall –	A Company attempt to recapture a noncompliant Product, and which may include all enforcement actions, such as notice to distribution and Public Notice.
Standard –	The document that is the basis for the Certification. This document may be an NSF Standard, an NSF/ANSI Standard, another voluntary standard, an NSF Criteria or other criteria, a government regulation, or other specifications.
Subcontract Laboratory (SCL) –	A laboratory that has been evaluated and contracted by NSF to perform testing for NSF in accordance with NSF requirements and procedures.
Type Testing –	Conformity testing on the basis of one or more specimens of a product representative of the production.

AUTHORIZATION FOR NSF CERTIFICATION

GP – 1. Eligibility

A Company with Products covered by a Standard for which NSF offers Certification is eligible to have its products certified by NSF.

GP – 2. Application

Application materials provided by NSF shall be completed by Client for each location where certification services are requested.

GP – 3. Contract

Company and NSF shall execute a contract provided by NSF. A separate contract is required for each subsidiary or division of a Company requesting a separate Official Listing. If a Company seeks Certification of Product(s) under more than one NSF Certification program, NSF may require separate contracts for each service area.

GP – 4. Notification of Certification and Authorization for Use of the Mark

The Company shall be advised in writing of the Certification, and the Certification shall be made public by NSF. Upon receipt of notification, the Company is authorized to apply or use the Mark in connection with Certified Product(s).

No Company or person shall apply or use the Mark in connection with a Product, or represent in any way that the Product is Certified, until receipt of written authorization from NSF. Unauthorized use of the Mark is prohibited; NSF may pursue legal recourse if the Mark is misused. In the event that NSF determines that a Product is not in compliance with NSF requirements, use of the Mark is not authorized.

GP – 5. Transfer of Authorization for Certification and Use of the Mark

Upon request and with documentation of continued compliance with all applicable NSF requirements, NSF may transfer authorization for continued Certification of specific Products to another Company for the purpose of a name change, change of ownership, or change of a location.

GP – 6. NSF Acknowledgment of Certified Products

Certified Products shall bear the Mark or be otherwise represented as Certified. For Certified Products that do not bear the Mark, a statement shall be included in the Official Listing indicating how the Product will be represented as being Certified.

When a Certified Product is sold with any non-Certified product, the Company shall clearly indicate on the Product that the non-Certified product has not been evaluated to the respective Standard.

GP – 7. Use of the Mark for Products Shown in the Official Listing

The Company shall represent as Certified, by use of the Mark or otherwise, only Products that are in compliance with all applicable NSF requirements, and only after the Product has been Certified by NSF. Products bearing the Mark shall not be distributed until the trade designation or model designation appears in the company's Official NSF Listing.

The NSF Product marking shall not directly or indirectly represent, imply, or claim an NSF Certification for an end use application for which it is not Certified by NSF.

GP – 8. Trade Designations

A Company shall not use the letters "NSF" in its trade designation (e.g., name, model number, or other identification assigned by the Company) for a Certified or Non-Certified Product, unless prior written authorization from NSF allows otherwise.

A Company shall not have a trade designation for a Certified Product that directly or indirectly states or implies an end use application for which the Product is not Certified.

NSF shall review any trade designation that references all or a portion of the designation of a Standard (e.g., "51" for NSF 51, "C900" or "AWWA C900" for AWWA C900), or official regulation (e.g., the Codex Alimentarius). NSF in its sole discretion shall determine whether such a reference directly or indirectly states or implies an end use application for which the Product is not Certified. NSF shall not authorize the use of the reference in such cases. NSF may include information about the NSF Certification to any Standards or regulations referenced in a trade designation in the Product's official Listing.

GP – 9. Use of the Mark for New Products

The Company shall place the Mark only on new Products fully complying with all NSF requirements, unless prior written authorization from NSF allows otherwise.

GP – 10. Use of the Mark at Authorized Locations

The Mark shall be placed on Products only at locations authorized by NSF, unless prior written authorization from NSF permits placement at another location.

GP – 11. Product Modification

The Company shall notify NSF in writing prior to any changes related to NSF requirements for a Certified Product. The change shall be reviewed by NSF and the Company advised of any required evaluation or testing. The Company shall not make such changes to a Certified Product without prior written acceptance by NSF.

GP – 12. Implementation of Revisions to Standards or Policies

Upon adoption of a revision to a Standard or Policy that is applicable for Certification, NSF shall publish an effective date of implementation. All Certified Products shall be verified as complying with the requirements of the revised Standard or Policy on or before the effective date of implementation.

Except as provided below, products submitted for Certification after the date of adoption of a revision to a Standard or Policy, and prior to the date of implementation may be evaluated and tested to the previous version of the Standard. However, full compliance with the revision shall be verified prior to the date of implementation. When a revision to a Standard addresses an identified public health issue, new or modified products submitted for Certification after the date of adoption and prior to the date of implementation of the revised Standard shall be in full compliance with the revised Standard upon qualification.

GP – 13. Private Labeling of Certified Products

A Company shall be authorized to label Certified Products with another name and trade designation under one of the following provisions:

- Marking for the privately labeled product shall include the name and trade designation of the company for whom the private labeling is occurring, and shall also identify the original Company as the manufacturer of the product. The original Company's name and address (or a unique company identifier approved by NSF); and trade designation shall be included on the label or data plate, and in any advertising materials; or
- The original Company's Official Listing shall include the name and trade designation of the company for whom the private labeling is occurring; or
- The original Company shall private label the Product with no modifications as "Another Name For" on behalf of the private label Company. A separate Listing shall be issued by NSF in the name of the private label Company, which is supported by the original Company's Certified Product .

NSF Certification programs shall determine what fee and contract terms are applicable, in compliance with GP-3 and GP-56.

AUDIT

GP – 14. Requirement and Purpose of Audits

Except where otherwise provided for in Program Specific policies; an audit of all relevant facilities of the Company shall be required before Certification is authorized, and one or more unannounced audits may be conducted each calendar year. However, NSF reserves the right to conduct announced or unannounced audits as needed to monitor for compliance with all NSF requirements.

At the election of NSF, subcontract auditors may be used in lieu of NSF staff auditors.

GP – 15. Access for Audits

Access to facilities and locations for NSF audits shall be granted promptly by the Company. NSF shall make every attempt to accommodate facility vacations, inventory shutdowns and other non-productive periods or facility closings where NSF has been notified in advance. NSF shall be granted access to all facilities and locations of the Company, except where precluded from doing so by restrictions included in agreements between the Company and NSF or by government regulations, and where NSF has been notified in advance and is satisfied as to the validity of these restrictions. Refused or delayed access may result in withdrawal of Certification and in other appropriate actions by NSF including but not limited to, issuing a public notice.

GP – 16. Cooperation with NSF

Audit and sampling of Products by NSF is for the benefit of the Company as well as in the public interest. While engaged in the performance of these duties, NSF shall be given every assistance necessary, and shall have the right to examine all records bearing upon the duties and responsibilities of NSF or the Company with respect to compliance with NSF requirements. No NSF representative shall be required, nor authorized to make any agreements, waive any rights or privileges, or enter into any compromises as a condition of audit.

While in a Company's facility, NSF representatives shall comply with all applicable health and safety rules and be accompanied by authorized Company personnel. The Company shall notify NSF in advance of any health and safety equipment necessary for access to the Company's facility, or shall provide the necessary health and safety equipment for the NSF auditor's use during the audit, along with instructions for proper use.

NSF auditors may discontinue an audit at a site where their health and safety may be at risk, if they are subject to sexual harassment or discrimination, or the conduct of the Company staff hampers the completion of a valid audit. The Company may, at any time for any reason, require that an auditor of NSF leave the facilities of the Company. An auditor shall immediately notify executive management of the Company and NSF if an audit is to be discontinued. If an audit is terminated its status is "attempted."

GP – 17. Sample Collection

The Company shall permit NSF to select samples for testing and retesting. The samples shall be provided without charge, appropriately identified by NSF, and shipped immediately prepaid by the Company. If samples are not received within 45 days from collection, NSF at its sole discretion may determine the appropriate method for obtaining a replacement sample. It is acknowledged that samples collected outside the United States may experience delays in

customs and transit. It is the Company's responsibility to provide written notice to NSF if the receipt of the sample will exceed 45 days from collection.

GP – 18. Corrective Action Report

NSF shall provide the Company with a report detailing all nonconformities noted during the audit within five business days of the closing meeting.

Note: While it is anticipated that NSF can provide most Corrective Action reports within one business day, for audit locations having limited internet access, this process may require up to five business days.

GP – 19. Audit Suspension Due to Travel Restrictions

NSF may elect to suspend travel by its representatives to a specific geographical location or region as the result of official travel warnings, advisories, or other health and safety concerns including, but not limited to, civil unrest, personal security, and risk of communicable disease.

If suspension of travel prevents monitoring audits from being conducted, NSF shall notify the Company that travel has been suspended. In the case where NSF, at its sole discretion, determines that the on-site inspection of the production site and employee practices is required in determining the compliance of the product, the production site will be withdrawn from Certification until annual monitoring audits can be resumed.

If NSF, at its sole discretion, determines that verification of production practices can be done by alternate means, NSF shall notify the company of the alternate measures necessary in order for NSF to verify compliance during the period in which audits are not possible.

A Company's failure to comply with the alternate measures necessary to verify compliance shall result in the withdrawal of Certification.

If the travel suspension cannot be lifted after a five (5) year period, the manufacturing site shall be withdrawn from Certification. When NSF determines that the travel suspension is no longer warranted, the Company shall be notified and audits will again be conducted.

GP – 20. Non-Operational Locations

In the event that a location becomes non-operational due to a natural disaster or other catastrophic event, the Company may request that the public Listing be maintained for a maximum period of 12 months while the location is repaired, or work is undertaken to transfer production to another suitable location. During this period, audits and annual monitoring requirements of the NSF Certification program may be suspended. NSF may require an on-site audit of the rebuilt or the alternate location before production of the Certified Product can begin. In event that the Company elects not to transfer production or to re-build the facility, the Listing shall be discontinued immediately.

The Company shall document to NSF's satisfaction that a location has been sufficiently damaged to prevent further production until repairs are completed and shall provide NSF with a time frame for transfer or re-construction of the location.

TESTING

GP – 21. Scope of Testing

Product testing, conducted to the scope of the applicable Standard(s) as requested in the application, may detect analytes that are not required for analysis, NSF reserves the right to notify the Company about the presence of such analytes.

GP – 22. Conduct of Testing

At NSF's sole discretion, testing may be conducted at NSF, a subcontract laboratory, the Company's location, or another site, as acceptable to NSF.

GP – 23. Test Report

Upon completion of testing, NSF shall provide pertinent data and test results to the Company. When a subcontract laboratory is used, for proprietary reasons NSF reserves the right not to identify the subcontract laboratory in the test report, but shall provide this information to the Company if requested.

GP – 24. Periodic Testing of Certified Products

Periodic testing of Certified Products may be required by NSF to maintain Certification. The frequency of testing shall be sufficient to monitor for compliance with all NSF requirements.

GP – 25. Disposition of Test Samples

NSF reserves the right to retain any samples for archive purposes. All test samples not returned to the Company shall be disposed of by NSF in accordance with all applicable federal, state, and local laws, statutory regulations, rules, ordinances and orders.

A Company, after acknowledging the test failure of a specific sample, may, upon written request to NSF, have access to examine or disassemble that product at NSF to determine the reason for failure.

RECORDS

GP – 26. Records of Certified Product Information

NSF may require a Company to submit sufficient information to document that a Product (or family of Products) fully conforms with all applicable requirements for Certification. Product information may be stored in a documentation report or other acceptable format. If required, the documentation report shall be reviewed, approved and maintained by NSF. Each location shall have access to a copy of the documentation report and it shall be made available for use during audits by NSF. The documentation report shall not be copied or distributed by the Company without prior written authorization from NSF.

GP – 27. Company Records of Materials and Components

The Company shall maintain, at the location, or have immediate access to, records of the purchase of ingredients, materials, and components used in the production or assembly of all Certified Products. Such records shall be made available to NSF upon request. These records shall be maintained for a minimum of the preceding three (3) year period, and as specified in program specific policies.

If the records required by this policy are not retained at the location being audited, NSF shall be advised by the Company in writing of the location of the records.

GP – 28. Company Records of Production, Shipment, and Inventory

The Company shall keep up-to-date records of production, shipment, and inventory of Certified Products at the production location. Upon request, the Company shall provide NSF prompt and full access to such records. These records shall be maintained and made available for the preceding three (3) year period.

GP – 29. Company Records of Complaints About Its Certified Products

The Company shall retain a record of complaints and remedial actions taken by the Company since the last on-site audit performed by NSF, and shall make the record available to NSF upon request.

All complaints received by the Company, the subject of which is under the Company's control, and referring to Certified Products or services covered by the scope of the Certification provided by NSF, are included in this policy. At a minimum, the record shall include:

- The nature of the complaint;
- Identification of the Product or services pertinent to the complaint;
- Confirmation that remedial action(s) have been taken; and
- The status (open or closed) of the complaint, as known to the Company.

More detailed information and the identity of the complainant need not be provided to NSF.

All records and other information provided to NSF shall remain the property of the Company and be handled by NSF as confidential information.

If the complaint record required by this policy is not retained by the Company at the facility location being audited, NSF shall be advised by the Company in writing of the location of the record. The Company shall provide the record to NSF upon request by whatever means selected by NSF.

CONFIDENTIALITY

GP – 30. Confidentiality

Except as otherwise set forth in General and Program Specific Policies, NSF shall not disclose without the Company's prior written consent and shall keep confidential any information supplied to it by the Company about the Company and its Products, including formulations, components, processes, ingredients, or the identity of the Company's suppliers or vendors. NSF shall keep confidential all information regarding procedures and equipment gained during location audits.

NSF shall release information required by law to be disclosed. NSF shall release the information only to those persons or agencies authorized or required by law to receive such information. Confidential Information does not include information which (a) was in the public domain prior to disclosure by Client; (b) was obtained on a non-confidential basis by NSF from a third party (e.g., complainant, regulator) under no obligation to Client not to disclose the Confidential Information.

Upon request by the Company, NSF may execute a separate, uniform, and standard written confidential disclosure agreement with the Company or with the Company's supplier(s).

GP – 31. Procedures Upon Receipt of Subpoena for Confidential Business Information

NSF shall notify the Company promptly of a subpoena or request for production of the Company's confidential business information, seek the Company's consent to release the information, and inquire whether the Company asserts a proprietary interest in the information. If the Company does not assert a proprietary interest, NSF shall release the information to parties requesting the information. The Company shall reimburse NSF for all reasonable expenses related to responding to the subpoena or request.

If the Company advises that it does assert a proprietary interest and does not consent to release, NSF and the Company shall, through designated counsel, take appropriate steps to quash the subpoena or request, including the filing of motions and attendance at hearings where necessary. Such steps shall be taken at the Company's expense, including attorney's fees. If the Court orders release of the information covered by the subpoena or production request, NSF shall release the information only to parties entitled by the Court's order to receive such information.

ADVERTISING

GP – 32. Use of the Mark by Certified Companies: Advertising, Packaging, and Literature

Use of a Mark on sales literature, technical publications, promotions, materials, packaging, catalogs, websites and in any format including electronic means, and in advertising of Certified Products is acceptable, provided the Company complies with the following:

- The Company shall code literature and packaging to indicate version date;
- The Company shall not directly or indirectly represent, advertise, imply, or claim that any of its non-Certified Products are Certified by NSF;
- The Company shall clearly indicate in advertising, packaging, and literature that any non-Certified product or component that is sold in combination with a Certified Product has not been evaluated to the respective Standard; and
- The Company shall not directly or indirectly represent, advertise, imply, or claim that any Product is Certified for an end use application for which it is not Certified.
- Any use of the Mark in any literature and advertising that fails to truthfully and accurately reflect the Product as Certified by NSF is prohibited. Any changes to the product require that the Company shall notify NSF in writing prior to the change, in compliance with GP-12.

GP – 33. Use of the Mark by Parties other than the Certified Company: Advertising and Literature

Use of a Mark on sales literature, technical publications, promotions, materials, catalogs, and in advertising of Certified Products by a party other than the Company is acceptable, provided the party complies with the following:

- The party shall code literature to indicate version date;
- The party shall not directly or indirectly represent, advertise, imply, or claim that any of its non-Certified Products are Certified by NSF;

- The party shall not directly or indirectly represent, advertise, imply, or claim that any Product is Certified for an end use application for which it is not Certified; and
- The party includes the name of the Company whose products are Certified and are being advertised, and the trade designation or model designation of the Certified Products, or includes specific instructions to obtain the name of the Company and the trade designation or model designation of the Certified Products.

Parties other than the Company whose Product is Certified shall not apply the NSF Mark to a product or any product packaging.

INVESTIGATION OF COMPLAINTS

GP – 34. Complaints

NSF shall investigate complaints related to Certified Products, misuse of a Mark by a Company, or use/misuse of a Mark by any party.

A written complaint shall be completed and signed by the complainant. NSF shall acknowledge receipt of a written complaint, investigate the complaint, and take appropriate action. NSF may advise the subject of the complaint of the allegation. NSF shall confirm to the complainant that the allegation has, or has not, been verified as valid. NSF is not obligated to disclose any additional information concerning corrective actions.

If the complaint is not verified as valid, NSF may require the complainant to bear the costs of the investigation. If the complaint is verified as valid, the subject of the complaint shall be responsible for the costs of the investigation.

GP – 35. Investigation of Complaints: Sample Selection and Handling

NSF shall not:

- Test any samples submitted by a complainant, for enforcement purposes; or
- Select samples for testing that are under the control or influence of the complainant, or test samples if NSF has reason to believe that the samples may have been altered.

Samples for testing for enforcement purposes shall be collected and tested by NSF.

CORRECTIVE ACTION AND ENFORCEMENT

GP – 36. Corrective Action for General Noncompliance

A Company shall be advised in writing by NSF of all items of noncompliance. The Company shall promptly (or within a reasonable time agreed to by NSF), effect correction of all items of noncompliance. The Company shall submit, in writing within 30 days of the date of receipt of written notice, a root cause analysis, an explanation of corrective action, and a preventive action plan. NSF shall verify compliance.

Note: To prevent any misunderstanding, this policy does not relieve a Company of its continuing responsibility to use the Mark (or otherwise represent as

Certified) only on Products complying with all NSF requirements. The 30 days applies to the report, not to the date for corrective action.

- For the first occurrence, NSF may require the Product to be held until the corrective action is authorized;
- For a recurrence within a period of two years, NSF may order an administrative hearing; and
- For a third occurrence within a period of two years, NSF may withdraw Certification for all Products for the location. Other appropriate action may be taken by NSF including, but not limited to, requesting a Product recall and issuing a public notice.

GP – 37. Noncompliant Test Results for Initial Qualification

Upon receipt of written notification from NSF that an initial qualification test of a Product is noncompliant, the Company shall notify NSF of its decision regarding the resolution of the noncompliant test. Should the Company elect further testing of the Product under the same test conditions or alternate test conditions, the Company shall first provide NSF the written results of its investigation into the cause of the noncompliant test and any actions taken to correct previous results. NSF shall notify the Company regarding the acceptance of the corrective action prior to the continuance of testing.

When non compliant test results for an initial qualification represent a public health or safety risk, NSF shall notify the Company about the potential risk.

GP – 38. Noncompliant Test Results for Certified Products

Upon receipt of written notification from NSF that the results of its testing of a Certified Product are noncompliant, the Company shall promptly take reasonable measures to prevent use of the Mark on any noncomplying Product. The measures shall include:

- Investigation to determine that any continuing production is in compliance; and
- Review of inventory of Product bearing the Mark to verify that it is in compliance.
- Any other measures deemed necessary by NSF to protect public health including, but not limited to an immediate Product hold, request for Product recall, distribution of Public Notice, or the holding in abeyance of any other product evaluation which could reasonably be expected to be impacted by the noncompliance under investigation.

In addition to the preceding measures, the Company shall also determine the cause of the NSF noncompliant results, and provide to NSF a description of the root cause and a proposed resolution to the identified noncompliance in writing within 30 days of notification. The Company shall promptly make any required samples available and shall be responsible for any additional costs necessary to verify compliance. NSF shall then collect samples of the failed Product within 30 days of having received the proposed resolution and retest for the purpose of verifying that the proposed resolution abates the noncompliance. Samples required to resolve a first failure for a product family may be submitted by the company, without the need for auditor collection, with prior authorization from NSF.

In the event the Company cannot comply with the 30 day timeframes for proposed resolution of the noncompliance or the collection of retest samples, the Company shall advise NSF in writing of the proposed time to completion. NSF in its sole discretion shall determine the acceptability of the requested extension.

Note: This policy does not relieve a Company of its continuing responsibility to use the Mark (or otherwise represent as Certified) only on Products complying with all NSF requirements. The 30 days applies to the report, not to the date of corrective action.

If the Company elects to drop the noncompliant Product from Listing, NSF reserves the right to request the Company provide written corrective action if the Product is subsequently resubmitted to NSF for qualification testing.

GP – 39. Noncompliant Retest Results for Certified Products

If the results of retesting of a Certified Product demonstrate failure for the original failed parameter(s), NSF shall withdraw Certification of the Product. NSF may withdraw Certification for nonconformance with any other test parameter or Certification requirement observed during the product retest.

NSF may take any other measures deemed necessary to protect public health including, but not limited to an immediate Product hold, request for Product recall, distribution of Public Notice, or the holding in abeyance of any other product evaluation which could reasonably be expected to be impacted by the noncompliance under investigation.

The Company, after acknowledging the test failure of a specific sample, may, upon written request to NSF, have access to examine or disassemble that product to determine the reason for failure.

GP – 40. Use of the Mark on a Non-Certified Product

NSF may order an administrative hearing to determine the appropriate response to use of the Mark on a non-Certified product. For a second such occurrence within a period of two years, NSF may withdraw Certification for all Products for the location. Other appropriate action may be taken by NSF including, but not limited to, requesting a Product recall and issuing a Public Notice.

GP – 41. Unauthorized Change to a Certified Product

Upon determination by NSF of unauthorized change(s) related to NSF requirements for a Certified Product (including, but not limited to, change(s) in design, components, or materials), the Company shall hold the changed Product in its inventory until released by NSF in writing. Other appropriate action may be taken by NSF including, but not limited to, an immediate Product hold, requesting a Product recall and issuing a Public Notice. For a second such occurrence within a period of two years, NSF may order an administrative hearing; and for a third occurrence within a period of two years, NSF may withdraw Certification for all Products for the location. In addition to the preceding, NSF at its sole discretion may decide to request a recall of Products, or issue a Public Notice.

This policy does not preclude the use of any other actions in these policies.

GP – 42. Unauthorized Shipment or Disposal of Certified or Non-certified Products Placed on Hold

For the unauthorized shipment or disposal of any product placed on hold, Certified or non-certified, NSF may take any or all of the following actions:

First Occurrence	<ul style="list-style-type: none"> • Increase number of annual facility audits • Withdrawal of Certification, per GP-46, of the non-conforming Product(s)
Second Occurrence	<ul style="list-style-type: none"> • Increase number of annual facility audits • Withdrawal of Certification, per GP-46, of the non-conforming Product(s) • Withdrawal of Certification, per GP-46, of all Products Listed at the authorized facility

Other appropriate actions may be taken by NSF, at any time, including, but not limited to, requesting a Product recall, issuing a Public Notice or requesting an Administrative Hearing.

GP – 43. Bribes Offered to NSF

Any attempt by a Company or its employees or agents to offer inducement or bribes to NSF may result in immediate withdrawal of Certification and other action deemed appropriate by NSF.

GP – 44. Request for Recall of Products

If NSF, at its sole discretion, determines that a Product poses a health or safety risk to the public or fails or has failed to comply with any NSF Requirement, NSF may request the recall of Products from distribution, if Products bear the Mark or are otherwise represented as Certified. If agreed to by the Company, the Company shall make a prompt and reasonable attempt to recall the Product. In addition to Product recall, NSF may issue a Public Notice.

The Company shall furnish to NSF, or at the option of NSF, permit prompt and full access to:

- Its production records to determine quantity and dates of production, and marking (identification) on Products; and
- Its shipping records to identify customers receiving the Products, quantity and dates of shipment, and marking (identification) on Products.

If agreed to by the Company, the Company shall take all actions necessary to recall noncompliant product from distribution, including issuing a recall notice, acceptable to NSF, and promptly transmit the notice to each known purchaser and recipient of the Product. The Company shall provide satisfactory evidence to NSF that each customer received the recall notice.

If agreed to by the Company, the Company shall provide evidence satisfactory to NSF regarding the quantity of Products returned from each customer, marking (identification) of the Products returned, and dates returned. The Company shall hold the inventory of returned Products for verification by NSF.

If the recall is incomplete or cannot be conducted, NSF may make public notice of the recall.

At any time NSF may issue a Public Notice in accordance with GP – 47.

GP – 45. Administrative Hearing

As a result of a Company's non-compliance, NSF may order the Company to physically appear at an administrative hearing. The purpose of the hearing is to review the noncompliance and to specify conditions for continued Certification, which may include, but is not limited to, increased monitoring by NSF.

The Company shall be represented at the hearing by a person with authority to speak and act for the Company. The Company may have other representatives present, including legal counsel. However, the Company shall notify NSF, at least five days before the hearing or other time as specified by NSF, of the name and title or position of any and all Company representatives, agents, employees, or counselors who plan to attend the hearing. If the Company chooses to have legal counsel present at the hearing, NSF reserves the right to ask its counsel to attend as well.

If the Company does not attend, is represented by a person without authority to act for the Company, or is represented by any person(s) without prior notice to NSF, the hearing may be canceled and Certification may be withdrawn. Other appropriate action may be taken by NSF, including, but not limited to, Product recall and public notice.

If the Company does not agree to the conditions for continued Certification, Certification shall be withdrawn. Again, other appropriate action may be taken by NSF, including, but not limited to, requesting a Product recall and issuing a public notice.

The Company shall be responsible for the costs of the hearing, including NSF travel costs and reasonable attorneys' fees incurred by NSF necessitated by the Company electing to have its legal counsel at the hearing.

GP – 46. Withdrawal of Certification

NSF may withdraw Certification of any Product, at any time, for failure to comply with any NSF requirements.

NSF shall notify the Company, in writing, of withdrawal of Certification. Upon notice by NSF (whether written or oral) to the Company of withdrawal of Certification, the Company shall immediately stop applying the Mark to the Product. If directed by NSF, the Company shall notify its distributors and outlets that the Certification has been withdrawn. The Company shall confirm these actions to NSF. NSF may make public notice of withdrawal of Certification and the reason for such action.

Upon withdrawal of Certification of a Product or all Products, NSF may require the Company to quarantine, dispose of, modify, or destroy the entire Product(s), by means acceptable to NSF, to assure that it is not sold, used, or represented as Certified. The Company shall provide to NSF its plan for the disposal, modification, or destruction of the Product(s) within 20 calendar days of notification of withdrawal of Certification. NSF shall verify the action taken by the Company.

Upon withdrawal of Certification of all Products, NSF may require the Company to dispose of, modify, destroy, or surrender to NSF all Marks, marking devices, and marked materials, by means acceptable to NSF. The Company shall provide to NSF its plan for the disposal, modification, destruction, or surrender of the Marks and marked materials within 20 calendar

days after NSF notifies the Company of withdrawal of Certification. Disposal, modification or destruction of the Marks and marked materials shall be at the Company's expense. NSF shall verify the action taken by the Company. No credit or refunds shall be provided for Marks disposed of, modified, destroyed, or surrendered. The Company shall also acknowledge in writing that it is not authorized to use the Mark or otherwise represent that any of its Products are Certified.

GP – 47. Public Notice

NSF may issue a public notice for noncompliance with any NSF requirement. The Company shall cooperate in good faith with NSF in determining who should receive copies of a public notice. The content and distribution of the notice shall be in accordance with the following conditions for a Class I, II, or III notice. Also refer to GP – 43.

- **A Class I** notice shall be issued for a noncomplying Product that, in the sole opinion of NSF, has a high risk of causing serious, adverse health consequences or death (e.g., acute toxicity, reproductive toxicity).

If the Product is not under the direct control of the Company for immediate and complete recall (within 48 hours), NSF shall issue a notice that includes the name of the Company, a description of the Product, including its trade or model designation, the specific noncompliance, and shall explain the noncompliance and specific health consequences.

NSF shall issue a press release of the notice to appropriate print and broadcast media. NSF shall distribute a written notice to those appropriate persons, agencies and entities, which may include known purchasers and recipients of the Product, appropriate federal, state, and local regulatory officials in the United States and other countries, NSF's Council of Public Health Consultants, the appropriate Joint Committee(s), Certified Companies, and other individuals routinely receiving the appropriate Certification information.

- **A Class II** notice may be issued for a noncomplying Product that in the sole opinion of NSF, poses a known risk of long- or short-term adverse health consequences (e.g., contributing levels of toxic substances to food or water that exceed regulated or established maximum acceptable levels).

The notice shall include the name of the Company, a description of the Product, including its trade or model designation, the specific noncompliance, and shall explain the noncompliance and specific health consequences.

NSF may distribute a written notice to those appropriate persons, agencies, and entities, which may include known purchasers and recipients of the Product, appropriate federal, state, and local regulatory officials in the United States and other countries, NSF's Council of Public Health Consultants, the appropriate Joint Committee(s), Certified Companies, and other individuals routinely receiving the appropriate Certification information.

- **A Class III** notice may be issued for noncompliance that, in the opinion of NSF, is unlikely to pose any adverse health consequence, but is otherwise noncompliant. The notice shall include the name of the Company, a description of the Product, including its trade or model designation, and state the Certification status of the Company and its Product(s).

NSF may distribute a written notice to those appropriate persons, agencies, and entities, which may include known purchasers or recipients of the Product, NSF's Council of Public Health Consultants, the appropriate Joint Committee(s), Certified Companies, and other individuals routinely receiving the appropriate Certification information.

GP – 48. Reinstatement

Following withdrawal of Certification, Products may not be re-Certified until NSF has reevaluated or retested, or both reevaluated and retested the Product, has verified that all items of noncompliance have been satisfactorily resolved, and has notified the Company in writing that it is authorized to use the Mark in connection with the Product. The Company shall be responsible for any fees associated with reinstatement, and for any additional costs necessary to verify compliance with NSF requirements.

APPEALS

GP – 49. Appeal of a Decision, Result or Action taken by NSF

Any decision, result or action taken by NSF may be appealed within thirty (30) calendar days of the decision, result or action. The appellant may file a written request for Appeal with the Secretariat of the Certification Council. NSF shall, within thirty (30) calendar days of the written request, inform the appellant of the results of the Appeal.

If the appellant is unsatisfied with the results of the Appeal, review by an Appeals Panel may be requested, the request shall be made in writing within thirty (30) calendar days of the decision of the Appeal.

NSF may, at its discretion, hold in abeyance any enforcement action against a Company until the appeal has been conducted.

GP – 50. Legal Action

The Company shall hold in abeyance any formal legal action against NSF until such time that all appeal mechanisms available have been exhausted.

FEES

GP – 51. Application Fee

The Company shall submit payment of the application fee, if applicable, with the signed application form. This fee, if applicable, shall be paid once by each Company for each NSF program. This fee is nonrefundable.

GP – 52. Standards Maintenance Fee

An annual standards maintenance fee, if applicable, shall be charged to each Certified Company for each program area in which it participates. Each Company shall be invoiced annually, on or about December 1; the invoice shall be dated January 1, payable 30 days net.

GP – 53. Certification Fee

For initial Certification, the Company shall submit payment of the Certification fee and any outstanding fees (e.g., audit, toxicological assessment, testing or evaluation) prior to the Official Certification being granted. The Company shall be responsible on an annual basis for

continued conformance and for fees for continued Certification. The Company shall be invoiced for annual services for a calendar year on or about December 1 of each preceding year; the invoice shall be dated January 1, payable 30 days net. The Certification fee shall be paid for each facility location for each Standard.

GP – 54. Additional Charges

The Company shall be responsible for any additional fees and costs incurred by NSF to monitor the Company's compliance with NSF requirements.

GP – 55. Collection Fee

The Company shall be responsible for any fees and costs incurred by NSF in collection of fees in arrears.

GP – 56. Charges by Governmental Agencies

The Company is responsible to pay, without any corresponding withholding from NSF, any and all taxes and fees (e.g., taxes or fees for currency transactions) that may be imposed by any and all governmental agencies outside of the United States, having jurisdiction over the transaction.

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SECTION II. PROGRAM-SPECIFIC POLICIES FOR FOOD EQUIPMENT

INTRODUCTION

The Food Equipment Program maintains a series of voluntary standards that represent a consensus among manufacturers, users, and regulatory authorities. In addition to developing and maintaining the standards, NSF offers a voluntary, conformity assessment program – testing, certification, and production facility audits – to verify compliance.

The registered NSF Certification Mark on a food equipment product confirms that NSF has assessed – and certified – its conformity with the relevant NSF/ANSI Standard. As part of the certification process, the production facility is audited for ongoing compliance. The purpose of the audit is to assure that all the requirements of the Standard continue to be met, quality assurance and quality control procedures are followed in fabrication, products are sampled and retested on schedule, and labeling and product literature are accurate.

While the standards outline the requirements for the equipment being certified, policies are necessary to outline the operational requirements for maintaining Certification.

As part of the authorization to use the Certification Mark, the food equipment manufacturing facility agrees to abide by the policies specified herein. Section I specifies the general policies applicable not only to food equipment, but to every product Certified by NSF as meeting the appropriate NSF standard/criteria, another national consensus standard, or government regulation or specification. The general policies include (among other requirements) provisions relating to inspections, testing, records, complaints, corrective action/enforcement, and appeals (see Table of Contents). Section II specifies policies specific to the Certification of food equipment, related to issues such as product marking, listing formats, product testing, and material review processes.

DEFINITIONS

ANSI –	American National Standards Institute
Authorized Registered Formulation –	The formulation on file that NSF has authorized for use by the manufacturer to produce Certified Products.
Component –	A separate or distinct part of a piece of food equipment.
Credentialed -	The successful completion of an exam, by an individual employed at a certified production location, demonstrating an acceptable knowledge and understanding of applicable NSF Standards and Policies
Custom Equipment –	Equipment designed and manufactured for a specific and unique installation or application.
Family Group –	Products that are similar in materials, design and construction, and that are Certified based on testing or evaluation of a representative model.

Final Point of Quality Control –	The location that inspects each Product for conformance with NSF requirements, maintains all required records, and places the required marking on the Product.
Incidental Food Contact -	The unintentional and temporary contact of a substance with food.
Referenced Standard(s) – Sample –	Standard(s) that is/are the basis for Certification of Products by NSF. A representative specimen of Product(s), components, or quantities of materials, compounds, or ingredients, for testing by NSF.
Testing –	The determination of one or more requirements of a product for conformity assessment.
Witness Testing –	Testing conducted or supervised by NSF at a facility other than NSF.

MARKING

PP – 1. NSF Certification Marks for food equipment

An NSF-Certified food equipment product shall bear an NSF Certification Mark (Mark) (See Annex A). The Mark quickly conveys the product's NSF Certification status, and may be:

- Purchased from NSF as laminated, blue "foil" labels, bearing a serial number comprised of a letter and six numeric digits (email nsfmarks@nsf.org to purchase);
- Obtained from NSF as an electronic version and placed only on the manufacturer's data plate; or
- Created as a facsimile, authorized by NSF, placed only on the manufacturer's data plate.

The NSF Mark shall be permanently attached to the Product. If a Company is known to have removed a Mark for any reason, or uses a Mark on equipment that is not NSF-certified, NSF may make public notice.

PP – 2. Model or Trade Designation

The product shall have a model or trade designation assigned with the following exceptions:

- Custom Equipment shall not have a model designation, but may have an internal identifier; and
- Cutting boards may be exempt from having a model or trade designation.

If the product was manufactured and distributed with the same model or trade designation prior to certification:

- If the Certified Product shall be assigned a new model or trade designation; or
- The Certified Product shall bear a sequential serial number with the beginning serial number indicated in the Listing; or

- The beginning production date shall be placed in the Listing, and the units bearing the NSF Mark after this date shall be considered Certified. If a date code is used, the code shall be defined in the Official Listing; or
- At the option of NSF, the Product may maintain the same model or trade designation and the use of the NSF Mark on the product shall indicate Certified Product.

When a certified product is redesigned to comply with a revised standard a new model or trade designation, beginning sequential serial number, or beginning date code may be required.

PP – 3. Permanent marking of Certified Products

Certified Products or materials shall have a permanent marking, data plate, or label with the Company name. If the Product or material is identified by a model designation or trade designation in the Official Listing, the model designation or trade designation shall also appear as part of the Product's permanent marking, data plate, or label.

If the manufacturer has more than one production facility that produces an identical Product, each production facility shall be identified on the permanent marking data plate or label in one of the following ways:

- The production facility address; or
- An identifying symbol for each production facility; or
- A serial number traceable to each production facility; or
- Any other method acceptable to NSF that identifies the production facility.

Casters, wire products, cutting boards, materials, and equipment hardware (e.g., hinges and door handles) are exempt from this requirement. NSF may grant an additional exemption for Products where it is not feasible to place this information on the Product due to size or material. However, the required information, along with the NSF Mark, shall be identified on the invoice or the packaging, or by some other method acceptable to NSF.

Knock down shelving shall not be exempt from bearing the Company name. The Company name shall be placed on the shelf collar or similar surface of sufficient size.

PP – 4. Certified Products exempt from bearing the NSF Mark and permanent marking

Casters, wire products, cutting boards, raw materials, equipment hardware (e.g., hinges and door handles), and tubing of less than ¼-in inner diameter are exempt from PP-1 and PP-2. NSF may grant an exemption for Products where it is not feasible to place this information on the Product due to size or material. However, the required information, along with the NSF Mark, shall be identified on the invoice or the packaging, or by some other method acceptable to NSF.

Knock down shelving shall not be exempt from bearing the Company name. The Company name shall be placed on the shelf collar or similar surface of sufficient size.

PP – 5. Reconditioned equipment

Certified Product may be factory reconditioned by the original manufacturer, provided that the Products being reconditioned are currently Certified at the facility where the reconditioning is taking place. All applicable requirements of NSF standards and policies of the reconditioned product shall apply.

OFFICIAL LISTING

PP – 6. Listing format

The Listing format shall include:

- Company name and address;
- Production location (city/state, province/country, or other facility identification acceptable to NSF);
- Category/Product description;
- Model or trade designation (if applicable);
- Footnotes to clarify the Official Listing (if applicable); and
- Component category (if applicable).

PP – 7. Products with labeling requirements

When a permanently attached label is a certification requirement, the Official Listing shall include a footnote containing the same language the applicable label.

PP – 8. NSF/ANSI 2

The temperature range of the thermometer shall be indicated in the Official Listing.

Infrared thermometers shall include the following a footnote: “Infrared thermometer is intended for the scanning and monitoring of surface temperature only”. Accuracy testing in accordance with NSF/ANSI 2 is not required for infrared thermometers.

Shelving shall be identified in the Official Listing as to whether the Products are acceptable for all environments (including refrigerators, freezers, and warewashing areas) or for dry storage only.

Self-rimmed, drop-in sinks with multiple bowls or compartments shall have a footnote in the official listing indicating that they are certified for use in mobile food carts only.

The Official Listing for food shields shall indicate the type of food shield(s) certified (i.e.; self service food shield, multiple tier food shield, food shield for use on cafeteria counters, vertical food shield, free standing food shields for use with countertop equipment, self service food shields attached to countertop equipment, vertical food shields attached to countertop equipment).

The Official Listing for lighting fixtures shall indicate the zone(s) of intended end use (i.e.; food zone, splash zone, non-food zone).

PP – 9. NSF/ANSI 3

Commercial warewashing machines shall be identified by type (e.g., Stationary Rack High Temperature) and have at least the following additional information in the Official Listing:

STATIONARY RACK DISHWASHING MACHINES

Model Number	Rack Size Width	Final Rinse (Max) Flow Usage (gpm) (gph)	Pressure (psi)	Operating Time (Seconds) Wash-Rinse-Dwell
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STATIONARY RACK POT, PAN, AND UTENSIL WASHING MACHINES

Model Number	Rack Size Width	Final Rinse (Max) Flow Usage (gpm) (gph)	Pressure (psi)	Operating Time (Seconds) Wash-Rinse-Dwell
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CONVEYOR DISHWASHING MACHINES

Model Number	Conveyor Width	Final Rinse (Max) Flow Usage (gpm) (gph)	Pressure (psi)	Conveyor Speed (Max) (ft/min)
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CONVEYOR POT, PAN, AND UTENSIL WASHING MACHINES

Model Number	Conveyor Width	Final Rinse (Max) Flow Usage (gpm) (gph)	Pressure (psi)	Conveyor Speed (Max) (ft/min)
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For rackless conveyor machines, the minimum peg spacing (measured from center to center of peg) shall be indicated in the Official Listing.

Chemical sanitizing machines without the chemical feeder provided shall be Listed as components.

PP – 10. NSF/ANSI 5

Commercial hot water generating and heat recovery equipment shall have the following additional information in the Official Listing:

		Gallons/Hour or Liters/Hour Delivery at Indicated Temperature Rise							
Model No.	Btu/Kw (1000s)	40 °F	50 °F	60 °F	70 °F	80 °F	100 °F	120 °F	140 °F

PP – 11. NSF/ANSI 6

For NSF/ANSI 6 remote dispensing freezers, the Official Listing shall indicate the maximum length of the refrigerated mix transfer line tested and accepted by NSF.

PP – 12. NSF/ANSI 7

The Official Listing for walk-in refrigerators and freezer shall indicate whether the product is supplied with or without refrigeration components or shelving.

The Official Listing for display refrigerators shall indicate:

- Type I or Type II;
- Open or Closed; and
- Service or Self Service.

PP – 13. NSF/ANSI 12 and 18

Beverage and ice dispensers that are acceptable for customer self service shall be noted in the Official Listing.

PP – 14. NSF/ANSI 35

High pressure decorative laminates certified to NSF/ANSI 35 shall indicate if they are for a work or a non work surface.

PP – 15. NSF/ANSI 51

Materials and components Certified to NSF/ANSI 51 shall have the following additional information indicated in the Official Listing:

Trade Designation	Color	Type of Food	Temperature of Use
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The Listing shall also specify the product or material description, and zone (e.g.; food zone, food zone non contact, splash zone and non food zone).

PP – 16. NSF/ANSI 59

NSF/ANSI 59 Listings shall include the following items in the header:

- End-use – potentially or non-potentially hazardous foods; and
- Whether cart is intended for food preparation; and

In addition, the footnotes shall include the following information:

- Indoor or outdoor use; and
- List of included options or accessories.

PP – 17. Food shields

The Official Listing for food shields shall indicate which type(s) of food shield(s) the certification(s) include (e.g.; self service food shield, multiple tier food shield, food shield for use on cafeteria counters).

AUDITS

PP – 18. Audit frequency

Audits shall be conducted in accordance with GP-16. A minimum of one unannounced audit shall be conducted each calendar year at one or more of the following locations:

- Final production location;
- Final point of assembly; or
- Final point of quality control. The quality control procedures shall be acceptable to NSF.

Audits for food zone non-contact, splash zone, and non-food zone material suppliers shall not be required; but NSF reserves the right to conduct announced or unannounced audits and may select samples for testing to monitor for continued compliance with requirements. Solid surfacing materials shall not be exempt from the audits.

EVALUATION AND TESTING

PP – 19. Reevaluation and periodic testing of Certified Products

Certified products having design and construction requirements shall be reevaluated in intervals not to exceed five (5) years to ensure on-going compliance.

Products having performance requirements shall be re-tested in intervals not to exceed five (5) years to ensure on-going compliance.

Certified products having performance requirements where the critical performance components are able to be documented in the certification documentation may not require re-testing, if the products are evaluated to the certification documentation within the five (5) year period.

PP – 20. Witness testing

When the Company demonstrates to the satisfaction of NSF that adequate test facilities are available, including necessary equipment, measuring devices, and QA/QC procedures, NSF may permit witness testing. If the Product has design and construction variations from the applicable Standard that may impact performance, witness testing shall not be conducted.

PP – 21. Accepting manufacturer test data

Manufacturers may submit test results to NSF to support NSF Certification provided the client has a current ‘Acceptance of Manufacturers Data’ agreement with NSF.

NSF shall review the test results submitted by the manufacturer. If the test results demonstrate compliance with the applicable requirements, NSF shall accept the test results.

The product may be added to the Official Listing only after all other Certification requirements have been satisfactorily completed.

If the results of testing during follow up audits indicate that the Product is not in compliance, the Listing of the Product may be withdrawn.

PP – 22. General requirements for the Listing of a family group

Family groups may be added to listing based on testing and evaluation of a representative model selected by NSF

Products may be added to a currently Certified family group based on similarity without additional evaluation or testing. Sufficient documentation of similarity shall be submitted by the manufacturer and reviewed by NSF to determine compliance.

PP – 23. Reinstatement of previously certified products

Previously certified products may be reinstated without reevaluation or testing, if documentation demonstrates no changes affecting compliance have been made since the product(s) were last certified, and no outstanding corrective actions exist. Evaluations and test dates shall be in compliance with the requirements of PP-18. The most recent facility audit shall have occurred within 24 months of the reinstatement date.

MATERIALS

PP – 24. Potable water or ice contact

Components or materials Certified by NSF under NSF/ANSI 14, 42, 53, 58 or 61 may be used on food equipment for potable water or ice contact only, provided that the end use complies with the limitations specified in the applicable Listing. The components or materials shall meet all applicable requirements within the food equipment standard(s). No additional material review is required

PP – 25. Formulation information – nonmetallic materials

The Company may submit complete formulation information for nonmetallic materials and coatings that have contact, or potential contact, with food or water intended for human consumption, except as noted in sections (a) through (h) below. The information shall include:

- Identity of the material supplier;
- Formulation identification (trade designation) of the material;
- Chemical name and chemical abstracts service registry number (CAS#) of each ingredient with source of supply and amount or parts by weight; and
- Section of the U. S. Code of Federal Regulations. Title 21 (Food and Drugs) [21 CFR], or other requested supporting documentation, or both, including but not limited to:
 - Legal Letter of Opinion provided by legal firm with competence in direct and indirect food additives;
 - FDA Letter of Opinion; and
 - Threshold of Regulation calculation/documentation (see 21 CFR 170.39).

The formulation shall be reviewed by NSF. At the conclusion of the review and any applicable testing, NSF shall issue a confidential authorized or registered material formulation report to the Company. The authorized report or the certification parts list included in a product master file shall be accessible at the production facility and shall be made available to NSF representatives upon request. A registered formulation for Certified material suppliers shall be accessible at the production facility and made available to NSF upon request.

- (a) Formulation information shall not be required for warewashing equipment, (NSF/ANSI 3), detergent/chemical feeders (NSF/ANSI 29), dishracks, and faucets that supply water used solely for cleaning and handwashing.
- (b) Formulation information on a nonmetallic material located in the food zone, but not in direct contact with food or condensation, shall not be required by NSF, if the Company obtains written confirmation from the material formulator stating that the material meets the U. S. Code of Federal Regulations, Title 21 (Food and Drugs) and is acceptable for the intended end use. This confirmation shall be on the material formulator's letterhead, MSDS or SDS.

- (c) Formulation information on a nonmetallic material located in the food zone, but not in direct contact with food or condensation, shall not be required by NSF if the material is registered under the NSF Nonfood Compounds Registration Program.
- (d) Formulation information on a nonmetallic material located in the food zone having incidental food contact (such as lubricants) shall not be required by NSF if the material is registered under the NSF Nonfood Compounds Registration Program.
- (e) Formulation information shall not be required if the material is Certified by NSF under NSF/ANSI 51 for the intended end-use application.
- (f) Formulation information on nonmetallic material in the food zone having direct food contact of less than 1 square inch (645 square millimeters) or incidental food contact, shall not be required by NSF; if the Company obtains written confirmation from the material formulator stating that the material used meets, and identifies the applicable section of, the U. S. Code of Federal Regulations, Title 21 (Food and Drugs), and is acceptable for the intended end use. This confirmation shall be on the material formulator's letterhead, MSDS or SDS.
- (g) Formulation information for nonmetallic materials and coatings in the splash and non-food zones shall not be required by NSF.
- (h) If formulation information has already been reviewed and accepted for use in a company's certified product, the company may use the formulation on file for additional model numbers, provided the end use complies with the accepted parameters, and the formulation on file has been reviewed within seven (7) years.

PP – 26. Formulation information – metallic materials

Formulation information may be required by NSF on metallic composition materials that come into contact with food and water for human consumption. The information shall include material type, specification (if applicable), and alloy designation.

CUSTOM EQUIPMENT

PP – 27. Custom-built equipment

Listings for custom built products shall indicate each category of the products certified (custom category listing). Alternatively, the listing may indicate a blanket custom statement which covers all products covered under the scope of NSF/ANSI 2 (blanket custom listing). The qualification of a blanket custom listing shall include the successful evaluation of a minimum of five (5) unique product types.

Custom equipment shall be listed under the applicable NSF Standard.

Custom category listings shall receive a minimum of one (1) unannounced audit each calendar year.

Blanket custom listings shall receive a minimum of two (2) unannounced audits each calendar year. If an individual from each production location is credentialed by NSF, a minimum of one (1) announced audit will be conducted each calendar year.

Credentialed personnel shall be re-qualified every five (5) years.

A production facility may have the credentialing withdrawn for non-compliance with NSF Standards and policies.

FIELD MODIFICATION

PP – 28. Replacement components of Listed Products

Components of a Certified Product may be replaced with identical components as provided by the manufacturer of the Certified Product.

PP – 29. Field modification of Listed Products

A field modification of a Listed Product may be permitted provided that:

- The field modification is Certified and compatible with the originally Certified Product. (Compatible means that it does not adversely affect the design, materials, sanitary construction, or performance of the Certified Product);
- Written instructions for proper installation and operation of the field modification are provided; and
- The Certified field modification is used only on Certified Products as specified in the Official Listing.

NSF may require the Company to provide written notification of the field modification to the appropriate regulatory agency, and to provide a copy of the notification to NSF. This requirement shall be included in the written instructions provided with the field modification.

An additional data plate or label may be required with the field modification. The plate or label shall be affixed to the Certified Product in a readily visible location. The data plate or label shall state that the modification was conducted in accordance with the instructions. This requirement shall be included in the written instructions provided with the field modification.

NSF may conduct audits in the field to monitor for continued compliance. The manufacturer of the Certified field modification shall be responsible for costs in connection with these audits.

PRODUCT SPECIFIC LABELING

PP – 30. Refrigerated condiment and ice cream topping rails

Portable refrigerated condiment rails and ice cream topping rails are exempt from the performance requirements of NSF/ANSI 7. These units shall bear permanent labels visible to the user stating “Not for the holding of potentially hazardous foods.”

PP – 31. Thermoplastic refuse containers

Refuse containers Certified under NSF/ANSI 21 shall be permanently labeled marked, “Not for Food Contact.”

Annex A

NSF Certification Marks for Food Equipment




General Usage Guidelines



NSF clients are encouraged to utilize the respected NSF Mark on food equipment products, in related literature/specification sheets, on packaging and on company websites. General guidelines for Mark usage specify that the NSF Mark is always to appear near a photo of the NSF-Certified product, or where such product is referenced.

Usage guidelines include:

- Colors – the NSF Mark can appear in blue (Pantone 294 or “Process” blue) with white NSF letters; white with Pantone 294 or “Process” blue letters; black with white letters, or white with black letters.
- Font type/size – the font in the statement box should be of reasonably legible type and size, so it is clearly visible to the naked eye. Suggested font types include Times Roman, Helvetica, Arial, or similar type.
- Cropping/Rotating - The NSF Mark should not be cropped or covered, nor should the Mark be rotated in its use.
- For more information about proper usage of the NSF Mark, visit http://www.nsf.org/business/about_NSF/marks_guide.pdf or contact your NSF Certification Project Manager.

Options for Acceptable NSF Certification Marks

Mark for NSF-Certified Complete Functional Devices <i>(see color options below)</i>	Description and Use Requirements
	<p>Standard NSF Certification Mark – Food Equipment Products certified by NSF shall utilize this marking on product data plate as size permits.</p>
NSF Foil Mark	Description and Use Requirements
	<p>Food Equipment Products certified by NSF shall utilize laminated, blue "foil" labels, 13/16" x 1" (20.6 mm x 25.4 mm), bearing a serial number comprised of a letter and six numeric digits. These labels shall be obtained from NSF (email nsfmarks@nsf.org).</p>
Mark for NSF-Certified Products with Size and Design Constraints	Description and Use Requirements
	<p>NSF Certification Mark – Food Equipment Products with Size and Design constraints certified by NSF shall utilize this marking on product data plate as size permits.</p>

Mark for NSF-Certified Components of Functional Devices <i>(see color options below)</i>	Description and Use Requirements
	<p>Standard NSF Certification Mark – Components certified by NSF shall utilize this marking on product data plate as size permits.</p>
Mark for NSF Certification to a Non-NSF Sanitation Standard <i>(see color options below)</i>	Description and Use Requirements
	<p>Food Equipment Products certified by NSF shall utilize this marking with designated Non-NSF standard specified within text box on product data plate as size permits. Text within box should be formatted in Arial font.</p>

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Annex Z

Certification Agreement

The certification agreement between NSF International (NSF) and the client, as set forth in the NSF Terms and Conditions, Application, and this document, is legally enforceable. The responsibilities of the client are outlined below.

The client shall:

- Fulfill certification requirements at all times, including implementation of required changes that are communicated by NSF, within an agreed upon timeframe;
- Assure that the Certified product continue to fulfill certification requirement for ongoing production;
- Make arrangements for:
 - The conduct of evaluation and surveillance as required by NSF, including but not limited to, arranging availability of documentation, records, relevant equipment, location(s), area(s);
 - Personnel and subcontractors (if applicable);
 - Investigation of complaints; and
 - Participating by observers, if applicable;
- Assure that:
 - All claims made by the client are consistent with the scope of certification;
 - The product Certification is not used in a manner that would bring NSF into disrepute; and
 - No statements are made regarding the Certification product that are misleading or unauthorized;
- Discontinue use of all advertising that contains any reference to NSF Certification; and take actions as required by the Standard and in this document (the scheme), or the NSF Certification Contract (contract); if certification has been suspended, withdrawn or terminated;
- Upon the request of others, provide copies of the Certification documents, in their entirety, or as specified by the scheme or the contract;
- Assure that references to its product Certification in documents, brochures or advertising comply with NSF requirements, or as specified in the scheme or the contract;
- Comply with any requirements contained in the scheme related to use of the NSF Mark, and on information related to the product (i.e.; marketing materials, websites);
- Maintain a record of all complaints made known to the client relating to compliance with certification requirements, and made these records available to NSF upon request; and

- Take appropriate action based on complaints received, and deficiencies found in Certified product that affect compliance with certification requirements; and
- Document actions taken.
- Inform NSF immediately of changes that may affect the client's ability to conform to certification requirements as stated in the scheme or the contract.



***THE HOPE OF MANKIND rests in the
ability of man to define and seek out
the environment which will permit him
to live with fellow creatures of the
earth, in health, in peace, and in
mutual respect.***