



Ref. No. AHM/FSMSN/22-23/3977/1

Date 13/12/2022

**Proposal
For
Certification
According to ISO 22000:2018**

Client

AL ZAIN EXPORTS PRIVATE LIMITED

MODERN COLD STORAGE,
GROUND, SURVEY NO.141,
PROPERTY NO.27, MODASA
DHANSURA ROAD, KOLIKHAD,
Kolikhad Kampa, Aravalli,
SABARKANTHA, Gujarat, India
Pin Code: 383315

TUV INDIA PRIVATE LIMITED

404-B, Pinnacle Business Park,
Corporate Road, Near Prahlad nagar
garden Cross Roads, Satellite,
Ahmedabad - 380 015.
Tel: 09979887060
Email: ahd@tuv-nord.com

**H.O. & Regd. Office
TUV INDIA PRIVATE LIMITED**

801, Raheja Plaza -1, L.B.S Marg,
Ghatkopar (West), Mumbai - 400 086
Tel : 022-6647 7000 Fax: 022-6647 7009
e-mail : mumbai@tuv-nord.com



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1. **Client Information**

1.1 Audit Location/s MODERN COLD STORAGE, GROUND, SURVEY
NO.141, PROPERTY NO.27, MODASA
DHANSURA ROAD, KOLIKHAD, Kolikhad
Kampa, Aravalli, SABARKANTHA, Gujarat, India
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1.2 Proposed Scope of Certification Grading, packing and storage of fresh vegetables

1.3 Accreditation NABCB

1.4 EAC Code/Food Chain Technology CII a

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2. TUV India Scope of Work

2.1 Stage I Audit

- Audit of Management System documentation.
- Evaluation of the location and the location-specific conditions.
- Review Client's status and understanding of the standard, particularly with regard to identification of key performance objectives and operation of the management system;
- To collect necessary information with regard to the scope of the management system, processes and location(s) of the client, and related statutory and regulatory aspects and compliance (e.g. quality, environmental and legal aspects of the client's activities, associated risks etc.),
- Evaluation of internal audits and management reviews and the level of implementation of the management system
- To provide a focus on planning stage II audit.

2.2 Stage II Audit

- To evaluate the implementation, including the effectiveness, of the client's management system.
- Assess Information and evidence about conformity to all requirements of the applicable management system standard or other normative document.
- Assess Performance monitoring, measuring, reporting and reviewing against key performance objectives and targets.
- Assessment of the client's management system and performance as regards to legal compliance
- Assess Operational control of the client's processes;
- Assess Internal Auditing and Management review.
- Assess Management responsibility for the client's policies.

2.3 Surveillance Audit

- The certificate is valid for 3 years. During the period of validity of the Certificate, on-site surveillance audits are carried out to assess the certified client's management system's fulfillment of specified requirements with respect to the standard to which the certification is granted.
- Surveillance Audits shall be conducted at least once a year. The dates of the first/second Surveillance audit shall not be more than 12 /24 Months from the last day of the day of the Stage II Audit.

2.4 Follow-up Audit

- In the event of the company not fulfilling the requirements during the Stage II audit/ Surveillance audits a follow-up audit will be carried out. Charges for the same will be extra based on number of days required for follow-up audit depending on the non-conformances found.

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2.5 Re-Certification Audit

- After the 3 years period, the company has to go in for fresh certification within 36 months from the last day of the Stage II audit, for which company will enter into new contract.
- Re-Certification Audit shall be conducted to evaluate the continued fulfillment of all the requirements of the relevant management system standards or other normative document. The purpose of the re-certification audit is to conform the continued conformity and effectiveness of the management system as a whole, and its continued relevance and applicability for the scope of Certification.

2.6 Special Audit

a. Extension / Reduction to Scope, Change in Name/Address

Special audit shall be conducted for extension/reduction to the scope of the certification already granted. This may be conducted in conjunction with a Surveillance audit.

Special audit may be conducted in case of change in name and or/change in address of the certified organization.

b. Short - Notice Audit

Special Audit may be conducted at short notice / without notice, to investigate complaints, or in response to changes or as follow up on suspended certificate.

2.7 UNANNOUNCED AUDITS

Unannounced audits are audits occurring without prior notice. These audits are in addition to scheduled surveillance audits and is applicable as per scheme specific requirements for FAMI-QS, FSSC

FSSC

At least one unannounced surveillance audit shall be undertaken after the initial certification audit and within each three-year period thereafter. The client can voluntary chose to replace surveillance audits and/or re-certification audits by unannounced annual surveillance audits.

The initial certification audit (stage 1 and stage 2) shall be performed announced.

The site will not be informed in advance about the date of the unannounced audit. It takes place during normal operational working hours including night shifts when required.

Blackout dates may be agreed.

If the client refuses to participate in the unannounced audit, the certificate shall be suspended immediately. The certificate will be withdrawn if the unannounced audit is not conducted within a six-month timeframe from the date of refusal.



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BRC

Certification of BRCGS Food Safety, BRCGS Packaging Materials and BRCGS Storage & Distribution one unannounced audit every 3 years is mandatory. TÜV NORD CERT will inform the client at least 3 month of the last audit date if the next audit will be unannounced.

FAMI-QS

The unannounced audits are applicable to both producers and traders. Participation in the unannounced audit program is mandatory.

Frequency: once per certification cycle over and above the annual surveillance / recertification audits.

Notification to the FAMI-QS Certified Customer:

No notice in advance. Customers shall inform the Certification Body regarding any scheduled maintenance closure of the company



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3. Audit Fees for Certification

3.1 Stage I Audit : INR 13000

Stage II Audit : INR 25000

3.2.a Fee for Registration & Issue of Accredited Certificate : INR 20000

3.2.b Fee for Registration and issue of ammended Accredited Certificate : INR

3.3. Fee for Surveillance audit (Annual) No of SA : 2 INR 37500

Fee for Unannounced INR

3.4 Fee for Special INR

3.5 Scheme Owner Fees (AS 9100, BRC, FAMI-QS, FSSC 22000)
(To be charged Every Year) INR

3.6 Total Certification Charges for 3 year period : INR 95500

4. Optional :

4.1 Fee for Pre-Audit (Optional) INR

4.2 Fee for additional accredited certificate INR

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5. Commercial Terms & Conditions :

5.1 Advance payment of INR **20000** + Goods & Service Tax (GST) at the rate to be paid to TUV India Pvt. Ltd, by Cheque/DD along with order confirmation.

- Advance payment is non refundable.
- Payment for each activity (Stage1/Stage 2/ Surveillance Audit/ Follow-up/ Extension/ Re-Certification) to be done within **7 days** from the date of invoice issued on completion of each activity via cheque/DD/NEFT.
- In case of any revision in invoice which may lead to change in amount, the same may be through credit note / supplementary invoice.
- The quoted Price is exclusive of all present and future applicable taxes. The present Goods and Service Tax (GST) rate which is applicable on our service is 18% which will be charged extra.

5.2 This offer is based on the information provided by you in our questionnaire sent to you and is subject to change if the deviations are found at the times of audit or any other time.

5.3 The company has to provide at no cost to TUVI full boarding and lodging, wherever applicable. Decent self contained Hotel / Guest House accommodation shall be provided by you on single occupancy basic, per Auditor.

5.4 Other conveyance and incidental expenses, like local conveyance, toll etc if any, shall be charged in our invoice.

5.5 In the event the company wishes a personal handing over the Certificate, the mandays spent in the travel and handing over will be charged for at prevailing manday rates. Travel, boarding and lodging for handing over the certificate will have to be arranged by the company, free of costs to TUV India.

5.6 Audits will be performed by Indian Auditors. Auditors would be nominated from any of our office in India & would depend on the business of the client for which the certification is sought. Traveling by air/Rail / (available convenient for auditors) to & fro shall be arranged by the client at their cost. Every effort shall be made to depute the auditors from branches nearer to the client.

5.7 No deduction will be made for travel, stand by or any delays which are not caused by TUV India.

5.8 The company has to provide free, safe and unrestricted access for TUV India auditors to work at all times during the course of audit.

5.9 This offer is valid upto **11 Feb 2023**.

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5.10 Contracts are only valid if the client has legally confirmed the "Declaration for CAB TUV NORD CERT GmbH (DAkKS) / QF 20 NABCB Contract (NABCB)"

5.11 If translations are prepared for the client for convenience reasons, it must be clarified in the proposal, that the original TÜV NORD CERT document is legally binding. In case of doubts or deviations the English version shall be binding.

5.12 Attachments (Kindly strike off whichever is not applicable)

- i. General Conditions for the Certification of Management Systems
- ii. General Conditions for Certification of Food and Feed Systems
- iii. QF 20 NABCB Contract
- iv. CERT-020-VA04-MU01 Declaration to the CAB-TUV NORD CERT GmbH
- v. A00300e_Description_of_the_certification_procedure_ISO_9001_ISO_14001_ISO_29001_OHSAS_18001_ISO_45001_ISO_50001_ISO_37001
- vi. AQMS Service Description A19F300
- vii. BCMS,ISMS,SMS Service Description
- viii. BSCI Service Description
- ix. IRIS Service Description
- x. SA8000_2014 Service Description



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6. ACCEPTANCE OF QUOTATION

I/We confirm acceptance of TUV India's proposal & following attachments accompanying with this proposal:
(kindly strike off whichever is not applicable)

- i. General Conditions for the Certification of Management Systems
- ii. General Conditions for Certification of Food and Feed Systems
- iii. QF 20 NABCB Contract
- iv. CERT-020-VA04-MU01 Declaration to the CAB-TUV NORD CERT GmbH
- v. A00300e_Description_of_the_certification_procedure_ISO_9001_ISO_14001_ISO_29001_OHSAS_18001_ISO_45001_ISO_50001_ISO_37001
- vi. AQMS Service Description A19F300
- vii. BCMS,ISMS,SMS Service Description
- viii. BSCI Service Description
- ix. IRIS Service Description
- x. SA8000_2014 Service Description

Client Signature Company's Seal _____ Date _____

Name / Designation: _____

Payment Details

I/We enclose herewith a D.D/ cheque of Rs...../- Vide No..... Dated.....favouring TUV India Pvt. Ltd as an advance.



Annexure to AHM/FSMSN/22-23/3977

Sr.No.	SiteName	Address
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<p><u>TUVI/GTC/01</u> <u>Rev. 0</u> <u>Date: 01/05/2023</u> <u>Page 1 of 5</u></p>	<p align="center"><u>GENERAL TERMS AND CONDITIONS OF TUV INDIA PRIVATE LIMITED</u></p>
<p>I. Definitions The following terms used in these General Terms and Conditions have the following meaning: "TUVI" is the company of the TÜV NORD GROUP, in which name this Agreement is being signed. "Customer" is the Company, Sole Proprietary firm, Entrepreneur or any other entity who is issuing the order on TUVI.</p> <p>II. Validity of these Conditions 1. Except as provided otherwise in individual cases, Agreements with the TUVI are concluded exclusively pursuant to the following provisions. The TUVI does not accept any of the Customers conflicting regulations or conditions to the contrary unless it expressly consented to such in writing. The TUVI's following conditions apply even if the TUVI provides its service without reservations while knowing of the customer's contradicting or conflicting conditions. 2. These General Terms and Conditions apply to all of the TUVI's services (to include but not limited to Certification, inspection and testing services) and all responsibilities resulting from the contractual obligation with the customer's. These conditions also apply to all future business relations vis-a-vis companies and corporate bodies governed by public law. 3. In the event of any conflict between these terms and conditions and any document purporting to impose different terms, these terms and conditions will prevail.</p> <p>III. Conclusion of the Contract 1. An Agreement is deemed to be concluded with the TUVI only after the Customer accepts an offer by the TUVI without reservations or if the Customer receives a written order confirmation from the TUVI or if the TUVI commences the provision of the service. If the TUVI issues a written order confirmation, such order confirmation is decisive in terms of content and scope of the Agreement unless expressly negotiated otherwise. 2. Any and all arrangements between the Customer and TUVI regarding the performance of the Agreement are fully set forth in writing in this Agreement including these General Terms and Conditions. There are no verbal supplements 3. Amendments, collateral agreements and additional provisions as well as any respective warranty of quality shall require our written confirmation in order to become effective. 4. All statements and communications which form part of the contractual and business relationship shall be declared in writing, by email or in any electronic or physical form, unless otherwise expressly defined under these terms and conditions.</p> <p>IV. Performance of the Agreement and Customer's Obligation to Participate 1. If objects of the Customer must be accessed for the contractual performance of the service owed by the TUVI, the TUVI shall not be liable for compensation for damage to or destruction of these objects resulting from the contractual performance. 2. If the TUVI's own equipment is damaged, destroyed, or lost as a consequence or at the occasion of proper performance of the TUVI's service and through no fault of the TUVI, the TUVI is authorized to request replacement from the Customer. 3. Transportation and possible return of the Customer's objects is at its own cost and risk; however, return is performed only upon the Customer's express request. During storage, the TUVI's liability is limited to the same due diligence as for its own affairs.</p>	<p>4. The Customer is obligated to fully disclose all information relevant for the TUVI's proper performance of its service. The TUVI, is however not obligated to review the accuracy and completeness of data, information, or other services provided by the Customer, in so far as there is no cause for this in consideration of the respective circumstances of each individual case, unless expressly stated within the order. The TUVI does not accept any warranties for the accuracy of safety rules, information and programs upon which its inspections and expert opinions are based, unless such regulations, instructions, or programs originate with him or are the object of the inspection order. If the TUVI is commissioned with inspecting the technical safety of an object, it does not accept any warranties for the object's freedom from other faults, unless this is expressly listed in the order. 5. In so far as the Customer's participation is required for the TUVI's performance of services, the Customer must provide such in a timely manner and at its own costs; expenses will be reimbursed only if this has been negotiated expressly in text form. To the extent that the Customer does not fulfill its obligations to participate, does not do so properly or in a timely manner, and if acceptance is therefore delayed, the TUVI is authorized to charge any additional expenses thus incurred. The TUVI's further legal claims are expressly not affected. 6. The TUVI is authorized to have the services owed under this Agreement performed by a carefully selected and suitable subcontractor. 7. If the TUVI is active outside of its premises, the Customer shall be responsible for any measures required in order to fulfill duties of care to safeguard public, unless such is not required based on the nature of the activity or based on an agreement with the Customer. The TUVI is authorized to refuse performance of the service for as long as required measures are not taken. The Customer will inform the TUVI in writing, in a timely manner, of all safety and accident prevention regulations applicable at the location. 8. If the Agreement includes services pertaining to the Customer's Information Security system, the Customer is obligated to back up data and programs at regular intervals that are adequate for the application, at least once a day, in machine-readable form, to ensure that these can be recovered with reasonable effort. The TUVI is not responsible for loss of any data during the performance of services 9. In addition to above, the customer shall ensure that all the necessary assistance on his part or on the part of persons he engages to help in performance of the contract shall be provided in good time and at no expense to TUVI. Such assistance shall include, but not be limited to, access to documented inspection history, safe site access, timely availability of key interface, preparation of items for inspection in good time, permission to carry out necessary audit, inspection or testing on TUVI as part of accreditation and approval process by regulatory, certification & accreditation bodies if & when required. Such assistance must be in accordance with relevant applicable standards, safety provisions and accident prevention regulations. The customer or the persons/parties he/she engages shall ensure restriction of access to the inspected items and the equipment/facilities used for inspection by unauthorized persons. In case of doubt TUVI shall have the right to confirm the continuing suitability for the intended purpose of the inspected items and the equipment/ facilities used for inspection by means of visual inspection, functional checks, additional tests if required, verification of records and/or recalibration of the equipment/facility.</p>

<p><u>TUVI/GTC/01</u> <u>Rev. 0</u> <u>Date: 01/05/2023</u> <u>Page 2 of 5</u></p>	<p align="center"><u>GENERAL TERMS AND CONDITIONS OF TUV INDIA PRIVATE LIMITED</u></p>
<p>The customer shall be liable for the extra expense entailed by late or improper assistance on his part. TUVI shall be entitled to charge for this extra expense in addition even if a fixed or maximum price has been agreed. In the same way, the customer shall bear any expenses incurred owing to the fact that work has to be repeated or is delayed because of his late, incorrect or incomplete information or if the inspection cannot be accomplished due to adverse weather conditions or vendor related factors. The customer or the persons/parties he/she engages shall take responsibility to provide a safe place of work for TUVI's employees. If the employees are exposed to unsafe work conditions, the deliverable activity shall not be conducted till the conditions are rectified & considered to be safe.</p> <p>V. Deadlines and Schedules</p> <ol style="list-style-type: none"> 1. If a binding deadline for the provision of services is not agreed, the TUVI defaults only if the Customer has first given an adequate deadline in text form to provide the service owed and such deadline has expired unsuccessfully. Deadlines commence only as of the complete provision of any and all obligations to participate owed by the Customer, and, in so far as a payment has been negotiated, as of the receipt of such. Deadlines are extended accordingly due to the Customer's retroactive change requests or delayed participation. 2. If the service owed by the TUVI is delayed due to unforeseeable circumstances and through circumstances, for which the TUVI is not at fault (e.g. strike, legitimate lockout, disruption of operation, transportation disruption, shortage of resources, official measures - also at the TUVI's supplier), the TUVI is authorized to defer the service for the duration of the delay. In the event that the delay lasts more than six weeks or maximum limit defined under accreditation, the TUVI is authorized to withdraw from the Agreement. The TUVI will immediately inform the Customer of the non-availability of the service or partial service, and in the event of a withdrawal from the Agreement will immediately reimburse any services in return already provided for such. Claims for damages are excluded. Also refer Section XI Force Majeure. 3. If the Customer defaults on acceptance or if it violates other obligations to participate, the TUVI is authorized to request reimbursement of any additional expenses possibly incurred due to such default or violation. This does not affect any further legal claims for damages. <p>VI. Acceptance</p> <ol style="list-style-type: none"> 1. The Customer is obligated to accept the TUVI's services. Insignificant defects do not entitle the Customer to refuse acceptance. In case of separable partial services, the TUVI is also authorized to request partial acceptance unless specific provision of accreditation is applicable 2. The Customer is obligated to accept the TUVI's services within 14 days after completion and TUVI's request for acceptance, unless the Customer refuses acceptance within the fixed grace period by specification of at least one defect. If the Customer does not accept the services within the fixed grace period even though it is obligated to do so, the service is deemed to be accepted. If the Customer is a Consumer, the TUVI along with its request for acceptance is obliged to expressly inform the Customer of the consequences of not declaring the acceptance or refusing acceptance without specification of defects. 	<ol style="list-style-type: none"> 3. If the Customer claims a retention right due to defects in service delivery, the TUVI shall review its service. If the Customer's retention is proven to be unjustified, the Customer shall bear all incurred additional costs unless it has acted merely with slight negligence or is not at fault. 4. Intellectual performances shall be deemed as accepted, unless the customer expresses reservations in writing within 14 days after significance of his behaviour when the period of notice begins. In this case we will check our performance. Should our performance prove to be without fault the customer shall bear the additional cost, unless he has only committed an act of minor negligence. <p>VII. Prices and Payments</p> <ol style="list-style-type: none"> 1. The price listed by the TUVI or otherwise the price commonly charged by the TUVI for the respective service is decisive, plus statutory taxes in so far as such is applicable. Any bank charges or financial institutional charges for remitting the payment due to TUVI will be responsibility of Customer and TUVI will not accept any such charges deducted from the remittance. 2. If, within the scope of contracts for the performance of a continuing obligation and long-term contracts, the TUVI's prime costs increase and such increase is not within the TUVI's own scope of responsibility, the TUVI is authorized to an appropriate price increase commensurate with the increase of its prime costs; if the Customer does not consent to such price increase it is authorized to terminate the Agreement within four weeks after receipt of such notification of a price increase; otherwise, the increase is deemed to be mutually agreed upon. A right to a price increase pursuant to this provision does not exist if the Customer is a Consumer. 3. The Customer shall pay the remuneration owed without any discounts, free of charge to the TUVI, and within seven days after receipt of the invoice, to the bank account stated by the TUVI. Credit entry at the TUVI's account is decisive for the timeliness of the payment. The TUVI reserves the right to request appropriate advance payments. 4. If the Agreement is based on a cost estimate, and if it turns out that the costs will be significantly higher than the amount estimated vis-a-vis the Customer, then the TUVI will inform the Customer of such in text form. In this case the Customer is authorized to terminate the Agreement in writing, within two weeks after receipt of such notification. In the event of a termination, the TUVI is authorized to request partial remuneration commensurate with the services already provided. Furthermore, the TUVI is authorized to request compensation for any expenses not included in the remuneration but incurred due to the provision of services. 5. If the Customer owes interest and expenses in addition to a possibly existing Customer claim, any payment by the Customer that does not fully redeem the total sum will first be credited against expenses, secondly against interest, and lastly against the Customer claim. 6. The Customer is entitled to offset and retention rights only if its counterclaims are legally ascertained, undisputed, or acknowledged in writing by the TUVI. This limitation does not apply to the Customer's claims for defects arising from the same contractual relation as the TUVI's payment claim. If the contract partner is a Consumer, then in contrast to clause 1, such contract partner is on Customer entitled to unlimited retention rights for claims arising from the same contractual relation. 7. If, after conclusion of the Agreement, it becomes clear that the TUVI's claims vis-a-vis the Customer are at risk due to the Customer's lack of ability to perform, the TUVI is authorized to perform outstanding services only against advance payment or provision of a security as well as settlement of possibly still outstanding receivables for partial services already provided and arising from the Agreement, and after unsuccessful expiration of a grace period is authorized to withdraw from the Agreement; 8. In case of payment default, the Customer owes default interest in the amount of 24 percentages. The TUVI is entitled to assert further claims if it can prove higher damage to the Customer.

<p><u>TUVI/GTC/01</u> <u>Rev. 0</u> <u>Date: 01/05/2023</u> <u>Page 3 of 5</u></p>	<p align="center"><u>GENERAL TERMS AND CONDITIONS OF TUV INDIA PRIVATE LIMITED</u></p>
<p>VIII. Claims for Defects</p> <p>1. In the event of defective service by the TUVI, the Customer shall grant the TUVI opportunity to supplementary performance, at least twice, within appropriate grace periods, unless this is unreasonable having received such performance in writing and with a concrete description of individual faults, expresses reservations in writing, whereby we will inform the customer again of the foreseen</p> <p>in each individual case or unless special circumstances justify the Customer's immediate withdrawal in consideration of mutual interests. The TUVI may rectify the defect at its own choice or provide the service once more without defect. If supplementary performance is unsuccessful, the Customer is authorized to reduce remuneration agreed to TUVI or to withdraw from the Agreement. TUVI is nowhere responsible for any consequential damages.</p> <p>2. The Customer shall inform the TUVI immediately - no later than two weeks after acceptance - in text form of any obvious defects. The Customer shall inform the TUVI of any hidden defects in writing no later than within two weeks after discovery. Once this grace period is over, the customer's rights regarding defects in the services rendered become invalid if there are no contrary legal provisions.</p> <p>3. The realization of estimates or prognosis's shall only be warranted if this is expressly agreed upon.</p> <p>4. If we are assigned with carrying out tests, any information and statements made by us always and exclusively refer to the test object which has been put at our disposal. We take no responsibility with regards to the completeness and correctness of the documents provided with the test object. Also the granting of test certificate does not include any statement concerning the utility or quality of the tested object which goes beyond the direct technical scope of the test certificate. The same applies to certificates within the framework of certification of management system.</p> <p>IX. Withdrawal</p> <p>The Customers' right to withdraw is valid only if the TUVI is responsible for the violation of duties based upon which withdrawal is declared. The withdrawal must be declared in writing by registered letter. If the Customer is a Consumer, a declaration of withdrawal in text form suffices.</p> <p>X. Liability</p> <p>In providing Services, information, or advice, TUVI does not warrant the accuracy or genuineness of any information or advice supplied or report signed. Unless otherwise agreed upon specifically and confirmed by TUVI in writing neither TUVI nor its representatives are liable for any damage, loss or expense arising out of the services or advice provided by TUVI. Nevertheless, TUV India is liable in case of proven willful misconduct or gross negligence on its part or on the part of its engineers and representatives in the case of loss, damage or expenses incurred due to the advice or service provided by TUV India, its engineers or representatives. In no case the liability shall exceed the prorata fees paid / payable to TUVI for the services or advice provided for that particular equipment, component or part thereof which caused the damage, loss or expense. The aggregate liability of TUVI in respect of this contract, in tort or otherwise, shall not exceed 20% (twenty percent) of the contract price actually received.</p>	<p>TUVI and its representatives are not liable to any person or party with whom there is no direct contract for the particular service. The inspection by TUVI, issue of inspection report, review of Test Certificates / Reports and issue of Inspection Release Note / Certificate does not relieve the Customer/ End User/ Supplier / Manufacturer from their responsibility towards the Customer/ End User to supply / Use the genuine material / item(s) and document(s) in full compliance with applicable Order, Specification, Technical, Quality, Quantity, Warranty, Guarantee, statutory & regulatory requirements. Supplier / Manufacturer / stockist is wholly legally responsible for genuineness of the material / item (s) supplied and document(s) submitted. TUVI's responsibility is only limited to inspection, certification and testing within its agreed scope against written omission or failure to carry out or observe any stipulation, condition or obligation to be performed by TUVI under this Contract will give rise to any claim against TUVI or its employees / group companies / associates, or be deemed to be a breach of contract, if the failure or omission arises from causes beyond that entity's reasonable control. TUVI, its engineers and representatives are not liable in contract, tort, or otherwise for any indirect consequential Loss/damage or expense, including loss of use/ production/profits. TUVI is nowhere responsible for any consequential damages.</p> <p>XI. FORCE MAJEURE</p> <p>The term "Force Majeure", as used in this Proposal / Contract, shall mean: any condition which prevents TUVI from providing services such as : Riot, war, invasion, sabotage, strikes, civil disturbance, and hostilities, acts of terrorism, civil war, rebellion, revolution, epidemics /pandemics or spread of contagious diseases or; Ionizing radiations or contamination by radioactivity or Chemicals release to environment or; Earthquake, Flood, Hurricane, Cyclone, Volcano or any other natural disaster or; Fire or explosion or; acts and regulations of respective Government of the two parties and countries where the work is to be carried out, like Lock down, Curfew, travel restrictions or delay or denial of visa or Acts of God. TUVI shall be entitled to payment in respect of the period where the services could not be carried out as a result of Force Majeure. Time schedule for performance of the activities will be extended for such period as the force majeure lasts and for a reasonable period of re-mobilization, if necessary. Should any circumstance of Force Majeure continue for a period of 2 months or more or maximum limit defined under accreditation, then TUVI may terminate this Contract with immediate effect by notice in writing to the Customer, in which case the Customer shall pay to TUVI all sums properly due under the Contract in respect of the Services up to the date of termination and any demobilisation fees specified.</p> <p>XII. Period of Limitations</p> <p>1. All claims against TUVI shall expire after 1 months from the date of the service provided by TUVI</p> <p>2. The above provisions do not apply to statutory periods of limitations for the following: (i) damages arising from death and injury to body and health; (ii) other damages based on an intentional or grossly negligent breach of duty of the TUVI, its legal representatives; (iii) claims due to fraudulent concealment of a defect; (iv) claims for defective workmanship on a structure or faulty planning and supervision services for a structure.</p> <p>XIII. Utilization Rights and Indemnification</p> <p>1. The TUVI's services provided during the fulfillment of the Agreement (e.g. inspection, testing and certification services) may be utilized only within the scope of the contractually negotiated purpose.</p>

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GENERAL TERMS AND CONDITIONS OF TUV INDIA PRIVATE LIMITED

Subject to deviating agreements in each individual case, the TUVI therefore grants to the Customer a simple, non-transferable utilization right that is limited in terms of duration and location, for its services that are subject to copyright protection. Other rights are expressly not granted; the Customer is in particular not authorized to process or modify the TUVI's services or to use excerpts of them.

2. In so far as, pursuant to the Agreement, the TUVI grants a right to the utilization of quality marks and/or a certificate of the TUVI to the negotiated extend, such may be utilized only for the contractual, designated use or the certified area and only in the unmodified form or shape as provided by the TUVI.

3. Any utilization of the TUVI's brands and other identifying marks beyond the above, for example the word mark/design mark "TUV NORD" requires the TUVI's express, prior written consent.

4. If the Customer violates the above provisions, the TUVI is at any time authorized to prohibit the continued utilization of the TUVI's services, quality marks, certificates, and/or identifying marks. The requirements and neither TUVI nor any of its group companies, associates or employees are in any way/ legally responsible for genuineness of the material / item(s) and document(s). No Customer is upon first request by the TUVI obligated to indemnify the TUVI from all third party claims, regardless of the legal grounds, which claims are based on its utilization of the TUVI's services, quality marks, certificates, and/or identifying marks as well as all of its own, connected, required expenses.

XIV. Data Protection

1. The TUVI shall process and utilize personal data exclusively within the scope of the purpose of the Agreement and for advertising purposes, to the extent that such use is allowed in accordance with legal provisions even without Customer's consent. The customer at any time with effect of the future object to the use and disclosure of the data for advertising purposes. Upon complete execution of the Agreement, the Customer's personal data shall be blocked for further utilization and shall be deleted upon expiration of statutory retention periods, unless the Customer has provided separate consent for further utilization. For the rest and pursuant to the applicable data protection legislation, the Customer shall be entitled to information, reporting, blocking, and deletion of its data stored by the TUVI.

2. Attention is drawn to the fact that we can save and in connection with business activities, process data regarding persons with due consideration to the legal requirement.

3. The customer are obliged to treat any commercial and technical information which is not generally known of which they become aware through their business dealings as confidential business.

XV. Obligation to Confidentiality, Retention of Records and Copyrights, Covenant not to assign, setting off

1. The TUVI as well as the Customer are each obligated to maintain confidentiality regarding confidential information of the respective other contract partner. This obligation continues for a term of three years after termination of this Agreement.

From this obligation excluded is any information that

a) can be proven to have already been known to the recipient upon conclusion of the Agreement or that is disclosed by third parties after conclusion of the Agreement without such third parties violating a confidentiality agreement, statutory provisions, or official orders;

b) is public knowledge upon conclusion of the Agreement or becomes public knowledge after conclusion of the Agreement, unless such is based on a violation of this Agreement;

c) must be disclosed due to statutory obligation or orders of a court or an official authority. Insofar as permitted and possible, the recipient obligated to disclose such information shall inform the other contract partner of such in advance and will provide the respective other contract partner with an opportunity to take action against such disclosure.

d) the recipient developed itself or it had developed independently from its knowledge of such confidential information.

2. The TUVI shall retain contractual documents in so far as a statutory or official obligation to retain records exists. The TUVI is furthermore obligated to retain records for the purpose of documentation; any of the Customer's possible statutory or contractual claims for return remain unaffected.

3. All copyright and joint copyright on experts' reports, inspection results, calculations, presentations etc. drawn up by TUVI shall remain in the hands of TUVI and should not be reproduced, except in full without the consent of TUVI

4. The assignment of claims arising from the business relation with us shall be excluded.

5. The customer only has right to set off if his counterclaims have been determined by legal force, are undisputed or have been acknowledged by us in writing.

XVI. Place of Fulfillment and Prohibition of Assignment

1. Place of fulfillment for all services is the TUVI's registered office.

2. Assignment or pledging of claims to which the Customer is entitled based on the business relation is excluded.

XVII. Jurisdiction and Applicable Law:

Every dispute or question which may arise between the parties hereto or any person claiming under them, touching or arising out of our services in respect of this contract or the subject matter thereof, shall be referred to the Arbitrator appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996, including any amendments thereto or any other statute as may be in force for the time being. Each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator. Such arbitration shall be in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment for the time being in force. The decision of the arbitrator shall be final and binding on the parties to this contract. The Arbitration proceedings shall be in English language and seat/venue shall be at Mumbai. We shall also be entitled to bring an action against the customer at the place of his general jurisdiction.

XVIII. GROUP ENTITY

If the customer requires Services from a TUV Nord Group entity other than TUVI, the Customer hereby acknowledges and agrees that these Services will be performed by a subsidiary or affiliates of TUV Nord Group. The Customer accepts that, by entering this Agreement, the certificate or other deliverables produced to verify compliance with the requirements of national authorities will be issued on behalf of TUVI by the TUV NORD Group entity, in which the approval or accreditation is vested. In that case the Terms and Conditions of that entity shall also apply.



<u>TUVI/GTC/01</u> <u>Rev. 0</u> <u>Date: 01/05/2023</u> <u>Page 5 of 5</u>	<u>GENERAL TERMS AND CONDITIONS OF TUV INDIA PRIVATE LIMITED</u>	
XIX. NON SOLICITATION As a Customer of TUVI, you cannot offer employment / assignment to any of TUVI's personnel during the term of our Contract and for a period of 2 years after completion of our assignments / Order received from you XX. Final Provisions If any provisions of these conditions should be invalid or turn out to be invalid, such invalidity shall not affect the validity of the remaining provisions. In lieu of the invalid conditions such provisions shall be applicable which correlate best with the economic object of the contract and with the appropriate safeguarding of mutual interest.	For TUV INDIA PRIVATE LIMITED	FOR
	Name/Signature/Date/Stamp	Name/ Signature/ Date/Stamp

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Do you have any questions about the certification procedure? We would like to help you.

You can reach us by email at info.tncert@tuev-nord.de or personally from Monday to Friday between 07:30 and 18:00 at 0800 – 2457457.

TÜV NORD CERT GmbH
Langemarckstraße 20
45141 Essen

www.tuev-nord-cert.de

The rules and descriptions of service and performance regarding certification according to the BRC Global Standards (hereinafter referred to as BRCGS) apply alongside our offer. They are valid alongside the general Conditions of Certification.

This performance description covers the following certification systems:

- BRCGS Food Safety Version 8
- BRCGS Agents & Brokers Version 3
- BRCGS Packaging Materials Version 6
- BRCGS Consumer Products Version 4 (General Merchandise / Personal Care & Household)
- BRCGS Storage and Distribution Version 4
- BRCGS START!
- BRCGS Gluten Free Certification Programme Issue 3

The standards and other relevant applicable documents, rules and regulations can be found on the BRCGS website (<https://www.brcgs.com>)

The auditors are selected by TÜV NORD CERT based on their approval and qualification for the sector in question.

1 CERTIFICATION PROCEDURE

1.1 Audit preparation

The audit preparation serves to establish if the customer is ready for certification. The audit preparation can be performed by means of a preliminary audit. This is divided into the following stages:

- Review of the documents submitted
(Manual, procedure and/or HACCP concept if appropriate)
- Performance of a preliminary audit on site

The objective of the preliminary audit is to discover any weaknesses in the documents and in the implementation of the system (in relation to the respective BRCGS standard). The result of the preliminary audit is explained to the customer, or is documented in a report on request. The scope of the preliminary audit is laid down in cooperation with the customer and is generally conducted by an auditor who does not perform the subsequent certification audit.

1.2 Certification audit

In order to prepare the audit and draw up the audit plan, the client must provide at least the following documents:

- Organisation chart or other documents showing the organisational structure.
- HACCP analysis, but at least the structure of the HACCP analysis and the defined CCPs/CPs
- Overview of the documents or a table of contents of the manual, documented procedures, work instructions.

The auditor can request further documents if necessary.

The detailed document review can take place before the audit itself. However, if there are deviations and non-conformities, these are included and assessed within the audit, i.e. any nonconformities which are identified

must be assessed and it is not possible to rework the documents before the certification audit. After this, individual employees are questioned at the workplace and other relevant documents, records, orders, guidelines etc. are examined.

The task of the company during the audit is to demonstrate the application of its documented procedures in practice. For this purpose, all product groups and processes which are to be included in the scope of the certification must be running at the time of the audit. If this is not the case, additional auditing of these product groups/processes will be necessary at extra cost. Following completion of the audit, the customer is informed of the results of the audit in a final meeting. The auditor can give an estimate regarding the result of the audit in this meeting, but cannot give the final result. The result of the audit is documented in a report, the nonconformities are documented in an action plan.

The audit can always only cover one operating/production site.

Further rules regarding the certification procedure for surveillance audits, re-audits and extension audits, announced and unannounced audit options and blended audits are described in the respective BRCGS standards and related documents. These are binding and mandatory.

1.3 Recertification

The recertification audit is due on a specific date and depends on the date of the initial (first) certification. The audit can be brought forward by a maximum of 28 days. A postponement of 7 days is possible. If the postponement lasts for more than 7 days, a major non conformity will be raised. This also applies in case of a transfer audit. Where certificates have lapsed for more than 6 months re-entry to the BRCGS Certification scheme will be considered as a new application and a major non-conformity will not be raised.

The company data is updated before the recertification audit, in order to take changes which have a significant influence on the area of activity or way of working of the customer into consideration.

All the requirements of the BRCGS standard are completely audited during the surveillance audits, along with the corrective actions from the previous audit. The audit procedure is the same as for the certification audit.

1.4 Issuance, suspension and withdrawal of certificate

1.4.1 Issuance of certificate

The certificate is awarded following positive review of the audit report by the certification body.

The certificate can only be issued if all nonconformities have been closed through provision of corresponding evidence or a re-audit, and if corrective actions which have been verified and accepted by the auditor are provided for all deviations.

The certificate is valid for 1 year or 6 months (depending on the result of the audit), calculated from the day of the first audit plus 6 weeks.

The audit report and the certificate are placed in [BRCGS Directory](#) and supplied to the Accreditation Body on request. For registration in BRCGSDirectory BRCGS charges for each operating/production site 625 GBP ¹ (BRCGS START!: 200 GBP / BRCGS Consumer Products: 350 GBP/ BRCGS Gluten Free Certification Programme Issu 3: 150 GBP) . This fee is paid via TÜV NORD CERT.

¹ This amount is adapted to the current fees of BRC Global Standards and to the current exchange rates.

1.4.2 Certificate suspension and withdrawal

TÜV NORD CERT is the owner of the BRC certificates and can suspend or withdraw them at any time. A certificate can be suspended for a maximum of 6 months. After this, the certificate is either activated or withdrawn, if it has not expired up to that time. The company receives a letter describing the reasons for the suspension and the measures that are necessary, with deadlines, in order to cancel said suspension. During the suspension, the client may not advertise with the BRCGS certificate. Use of the BRCGS logo must cease within 48 hours of suspension of the certificate and the status of the operating/production site is changed in the BRCDirectory. The operating/production site is no longer included in the public list of certified companies. Information regarding the changed status is sent automatically to the clients of the company for whom the warning function was established. In such circumstances the company shall immediately inform its customers and make them fully aware of the circumstances. Information on the corrective actions to be taken in order to address the non-conformities will also be provided to customers where required.

1.4.3 Audits announced at short notice

If the client becomes aware that a claim could be brought in relation to the safety or legality of a product, he must inform the certification body immediately. From its side, the certification body will instigate suitable steps for assessment of the situation and its impact on the certification and will take suitable action.

If the certification body becomes aware of incidents that could have an impact on the safety or legality of the product, the certification body is entitled to perform announced and also unannounced audits at any time and, depending on its assessment of the situation and its impact, to withdraw the certificates.

In the case of a serious incident (product recall, product withdraw etc.), that may affect its ability to conform with the certification requirement, the client must inform the certification body within 3 working days after the incident and provide details. From its side, the certification body will take corresponding steps for assessment of the situation and its impact on the certification and take suitable measures. The information regarding the product recall must be sent to the following email address:

TNCert-Food-Recall@tuev-nord.de.

2 EXTENSION AUDIT

Rules regarding extension audits are described in the respective standards.

3 UNANNOUNCED AUDITS

Generally, the regulations on the unannounced audit programme apply as described in the respective standard. The registration for the unannounced audit programme shall be done within 3 month of the last audit date. After that time window only an announced audit is possible.

Certification of BRCGS Food Safety, BRCGS Packaging Materials and BRCGS Storage & Distribution one unannounced audit every 3 years is mandatory. TÜV NORD CERT will inform the client at least 3 month of the last audit date if the next audit will be unannounced.

4 TAKEOVER OF CERTIFICATIONS FROM OTHER CERTIFICATION BODIES

In general, only certificates from accredited certification bodies can be taken over. Organisations with certificates issued by non-accredited certification bodies must be treated as new clients.

For the purposes of the transfer, the client presents the last audit report, the action plan and the certificate to the auditor before the audit. A transfer can only take place in association with a surveillance audit.

5 CERTIFICATION OF COMPANIES WITH SEVERAL SITES (MULTI-SITE CERTIFICATION)

Rules regarding multi-site certifications can be found in the respective standards.

6 MANAGEMENT OF DEVIATIONS AND NONCONFORMITIES

Deviations and nonconformities are documented in an action plan. The client receives the action plan at the latest 24 hours after the audit in order to specify corrective actions.

The client returns the action plan to the auditor within 28 days of receipt describing the corrective actions and providing suitable evidences of implementation. The auditor verifies the corrective actions based on the evidences described or by means of a new visit (re-audit), i.e. a new assessment on site, and notes this in the action plan. If the corrective actions were not verified by the auditor within 28 days or if the corrective actions are insufficient, the audit is assessed as not passed. The final report is only drawn up after a positive evaluation has been made by the auditor.

If a re-audit is carried out, the time is charged for in accordance with the fee schedule. Daily rates quoted in the offer, plus travel times and travel costs are applied.

If the number of nonconformities in the audit is greater than allowed in order to achieve certification, the certificate is immediately withdrawn by the certification company from the BRCDirectory. All users with access to the BRCDirectory which the client has stated in the database to be customers needing to be informed, are automatically informed of the withdrawal of the certificate from the BRCDirectory by email. A complete certification audit has then to be carried out.

In the case of a critical or significant deviation in comparison with the declaration of intent of a fundamental requirement, and also a critical deviation, it is not possible to issue a certificate. In this case, a complete new audit is necessary. If the audit is aborted, this must be documented in the report.

7 OTHER RULES AND REGULATIONS

The client gives his agreement to the following:

- Participation of assessors from the accreditation organisations,
- Audit or visit by BRCGS in response to complaints or as part of the routine BRCGS compliance activity announced or unannounced.
- Witness audits by the BRCGS / certification body or by a specifier where a specifier specific additional audit module is included
- Participation of auditors in training.

Certification status may be affected in the event that access to any parts of the site or process or requests to these points above is unreasonably refused.

Within the framework of the quality assurance measures, the BRC can contact the client directly in order to gain information regarding the certification status of the company, the performance of TÜV NORD CERT or the content of their reports.

BRCGS offers further audit modules which can be carried out in addition to a BRCGS audit and which are audited in accordance with the requirements of these modules. The information gained during the audit is handled with equal confidentiality by TÜV NORD CERT.

For the Registration on BRCDirectory for each production site a fee has to be paid to BRCGS²

BRCGS Food:

AVM 11 Meat Supply Chain Assurance

AVM 14 Cult. Excell.: Food Safety Culture

AVM 15 FSMA

private AVM ASDA

BRCGS START!

BRCGS Gluten free certification programme Issue 3

The fee will be charged by TÜV NORD CERT.

² the fee is listed in the current fees of BRC Global Standards .

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If you should require any further information then please do not hesitate to contact us. We will be please to help you.

Please contact us via mail to info.tncert@tuev-nord.de or by telephone 0800 245 74 57 (Free-phone from within Germany) or +49 511 9986-1222 from abroad.

TÜV NORD CERT GmbH
Am TÜV 1
45307 Essen
Germany

www.tuev-nord-cert.com

SEDEX (Supplier Ethical Data Exchange) is a membership organisation that provides online platforms for companies to manage and improve working conditions in global supply chains. SMETA (SEDEX Members Ethical Trade Audit) is SEDEX's social auditing methodology, enabling businesses to assess their sites and suppliers to understand working conditions in their supply chain. SMETA uses the Ethical Trading Initiative Base Code and the local law as its monitoring standards. It is a verification scheme so TÜV NORD does not issue a certificate or any other document related to SMETA other than the report and corrective action plan report.

The auditors is selected by the head of the certification body of the TÜV NORD CERT GmbH according to the authorization for the industrial sector and as per qualification.

1. CERTIFICATION PROCEDURE

1.1. Audit Preparation

After the conclusion of contract the auditor prepares himself for the audit on the basis of the "self-assessment questionnaire" (SAQ) of the company and of the audit calculation and agrees with the company on the further course of action. A further part of the preparation is a screening of the company as well as an exchange of information with non-governmental organizations.

The customer receives an audit plan with relevant information (documents to be checked, people to be interviewed etc.) before the audit. The plan is agreed with the customer in advance.

1.2. Audit Performance

The onsite audit consists of the following :

- Opening meeting
- Onsite tour
- Interviews
- Document review
- Closing meeting and creating CAPR

1.2.1. Opening meeting

The purpose of the opening meeting is to achieve a common understanding with the management of the company about the audit criteria, the objective, process and time. In this meeting, the presence of union / workers' representatives and key people at certain stages of the audit shall take part as well as management representatives and employees who have a leadership role within the company.

1.2.2. Onsite tour

Mainly, the purpose of the site tour:

-to observe physical conditions and current practices in all areas

- to establish an overview of health and safety issues
- to hold unstructured conversations with management and workers, seek site- based evidence to support findings and to view site-based records
- to take photos of physical infrastructures, any observation/non conformity/good examples

1.2.3. Interviews

Interview with management and worker's are conducted.

For management interviews (Inc. administration staff, less senior management etc.), the purpose is to understand the strengths of the site's policies and procedures, as well as the level of compliance with law and relevant codes.

For worker interviews (incl. worker representatives), it is the important part of the audit in order to verify information collected during document check or in interviews with the management. It is ensured that these interviews are conducted confidential.

1.2.4. Document review

The purpose of the document review is to understand how the labour code is implemented. At least three months' worth of records from the 12-month set of data and should include records for the most recent month, peak season month, and low season month or random month shall be reviewed.

1.2.5. Closing meeting and creating CAPR

The aim of the closing meeting is to inform and agree the findings of the audit with the employment site's management, and to verify their confirmation of the findings through the signing off of the CAPR and agreed timescales and verification method (document review or follow-up audit). In this meeting, the presence of union / workers' representatives and key people at certain stages of the audit shall take part as well as management representatives and employees who have a leadership role within the company.

1.3. Reporting and submission of the report

Within the SEDEX database, the Corrective Action Plan/s (CAPR) and the audit report are uploaded for the audit follow up and documentation.

1.4. Award of Certificate

Only auditing process is conducted for SMETA, no certificate shall be issued.

2. MANAGEMENT OF NON-CONFORMITIES

For any non-conformity/finding, the company must undertake a root cause analysis and implement corrective action. The registration time in the SEDEX database is then limited to max. 90 days.

The company has the duty, depending on the severity of the non-conformity, to inform the audit team on the determined corrective action in a definite period of time (max. 90 days) to allow the audit team to verify it.

3. AUDIT FOLLOW-UP

Verification of adequate corrective actions can be carried out by:

- A desktop review of corrective actions that the site has uploaded on the Sedex platform.

or

- A follow-up audit when the corrective actions cannot be verified by desktop review and require further verification.