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	Revision Date: 09/17/2026	Approved by: Andrew Wood
	Document: International General Terms & Conditions for 3rd Party Certifications (Outside of the United States and Canada)	

Kiwa ASI International General Terms & Conditions for 3rd Party Certifications (Outside of the United States and Canada)

1. Scope and Amendments

- 1.1. These Terms and Conditions ("Terms") govern the provision of certification services ("Services") by ASI Food Safety, LLC ("ASI") to the client ("Client"). The terms and conditions of this Agreement and the applicable Proposal are intended to complement each other and to the extent they conflict, the terms and conditions of this Agreement shall control. By engaging ASI, the Client agrees to be bound by these Terms and any referenced documents.
- 1.2. ASI reserves the right to amend, modify, or update these Terms at any time, in its sole discretion. Any such changes shall be effective upon written notice to the Client. Written notice may be provided via email or other reasonable means of communication. Continued engagement with ASI following such notice shall constitute acceptance of the revised Terms.
- 1.3. Either party may, from time to time, propose reasonable modifications to any active Proposal. Any agreed-upon changes shall be documented in writing.

2. Accreditation & Impartiality

- 2.1. ASI operates in accordance with applicable accreditation body requirements and maintains impartiality in all certification activities. ASI ensures that decisions are made objectively and free from any commercial, financial, or other pressures that could compromise impartiality.

3. ASI Obligations

- 3.1. ASI will perform all certification services (the "Services") in a professional, impartial, and competent manner, in accordance with these terms and the requirements of the applicable certification scheme (the "Scheme"). ASI will follow the established criteria, procedures, and guidelines relevant to each Scheme, including those for evaluation, certification, maintenance, extension, reduction, suspension, or withdrawal of certification. Detailed information about these procedures is available upon request or can be accessed through the Scheme owner's official website. ASI will provide reasonable clarification to assist the Client in understanding the applicable Scheme requirements.
- 3.2. ASI will ensure that all individuals performing Services under this Agreement possess, in ASI's sole discretion, the necessary experience, training, skills, and qualifications required to competently perform such Services. ASI may fulfill its obligations using its employees or any qualified independent contractors it selects.
- 3.3. ASI and/or the applicable Scheme owner shall notify the Client of any updates, revisions, or changes to the certification Scheme requirements that may affect the Client's certification status. It is the Client's sole responsibility to review, understand, and

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implement any such changes within the timeframe established by the Scheme owner. ASI shall not be liable for any consequences resulting from the Client's failure to implement changes by the required deadline.

- 3.4. ASI may be required or may deem it necessary to conduct additional partial or full audits, with or without notice, if the Client is found to be non-compliant with applicable Scheme requirements, if motivated complaints are received, if legal actions related to product safety are initiated, or if such audits are requested by the Scheme owner to address identified issues.

4. Client Obligations

- 4.1. The Client shall provide ASI, and any authorized observers, with timely and unrestricted access to all facilities, systems, equipment, locations, records, and documentation necessary to perform the Services, including certification and surveillance activities covered under this Agreement. Authorized observers may include, but are not limited to, Scheme owners, benchmarking organizations, accreditation bodies, regulatory authorities, and other entities with a legitimate interest in the certification process or oversight responsibilities. Such access shall be granted without unreasonable delay or restriction to ensure transparency and compliance with applicable requirements. The Client shall also ensure access to relevant personnel, including subcontractors, for interviews and observations, and shall make all necessary arrangements to facilitate ASI's activities without undue delay. Furthermore, the Client shall maintain complete, accurate, and readily accessible records as required by the applicable certification Scheme to enable ASI to conduct an effective and thorough audit. Such records must be retained for the period specified by the Scheme and made available to ASI upon request during the audit process. Failure to provide sufficient access or records may result in audit delays, identification of non-conformities, or suspension of certification.
- 4.2. The Client agrees that all on-site services, including scheduled and unannounced audits, must be conducted while the Client is actively producing products that fall within the defined scope of certification. If ASI personnel arrive on-site and the Client is not in production, or is producing only products outside the scope of certification, the service shall be deemed aborted. It is the Client's responsibility to ensure that appropriate, in-scope production activity is occurring during all audit windows, including unannounced audit windows, as defined by the applicable Scheme.
- 4.3. The Client shall inform ASI, prior to the commencement of any on-site Services, of any known or potential safety, health, or environmental hazards that may be relevant to ASI personnel during the performance of Services. This includes disclosing any required safety protocols, protective measures, or personal protective equipment necessary for entry or work on-site. When Services are conducted at the facility, the Client shall ensure that all appropriate safety measures are in place and maintained to provide a safe

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working environment for ASI representatives, in compliance with applicable laws and industry standards.

- 4.4. Following agreement to proceed with Services, ASI will issue a confirmation letter to the Client outlining the agreed-upon scope and proposed service dates. The Client shall review the confirmation letter upon receipt and notify ASI in writing within five (5) business days of any errors, changes, or objections. If no response is received within this timeframe, ASI will assume all information is correct, the service is accepted, and the Client consents to proceed as scheduled. Failure to respond does not constitute cancellation or withdrawal, and the Client remains responsible for all obligations under this Agreement, including participation in unannounced audits and applicable cancellation fees.
- 4.5. The Client agrees to provide ASI with full, accurate, and timely information necessary for the proper planning, execution, and delivery of the Services. The Client shall cooperate with all reasonable requests for information made by ASI or its subcontractors, including access to documentation, records, and personnel relevant to the certification process.
- 4.6. The Client shall maintain records of all complaints received that relate to the product's compliance with the requirements of the applicable certification Scheme and shall make these records available to ASI upon request. The Facility is responsible for taking timely and appropriate action to address such complaints and to correct any deficiencies in products or services that affect compliance with certification requirements. All investigations and corrective actions taken in response to complaints must be documented and retained in accordance with the relevant Scheme requirements.
- 4.7. For certification services that require registration in a Scheme owner's database, the Client is responsible for completing such registration prior to the service being scheduled. If the Client fails to complete the required registration before the start of their audit window, the Client authorizes ASI to register the site on its behalf to avoid delays in scheduling the audit. In such cases, the Client shall be responsible for paying the applicable registration fee charged by the Scheme owner, as well as a 25% administrative convenience fee assessed by ASI.
- 4.8. The Client is required to promptly disclose to ASI any known or potential conflicts of interest that may affect the impartiality, objectivity, or integrity of the Services. This includes, but is not limited to, any personal, financial, or professional relationships between the Client and ASI personnel or subcontractors that could influence the outcome of the certification process. Failure to report a conflict of interest may result in suspension of Services, withdrawal of certification, or termination of this Agreement.
- 4.9. The Client shall not engage in any conduct that threatens, compromises, or attempts to improperly influence the impartiality or independence of ASI or its personnel in the performance of the Services, including but not limited to offering or providing gifts, gratuities, or financial or other incentives; threatening, intimidating, or coercing ASI

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personnel whether directly or through a third party; attempting to influence audit findings, certification decisions, or reported nonconformances through personal, financial, or professional leverage; seeking to exploit personal or professional relationships; or attempting to circumvent established processes by directing influence outside formal communication, audit, or certification channels. The Client shall promptly disclose any actual or perceived conflicts of interest or any attempt by any party to influence the impartiality or independence of the Services. Nothing in this clause prohibits the Client from providing objective evidence, seeking clarification of findings, or submitting appeals or complaints through ASI's formal processes. Any breach of this clause shall constitute a material breach of this Agreement, and ASI may, at its sole discretion, take appropriate action, including suspension or withdrawal of certification, termination of Services, and/or referral to relevant accreditation bodies or regulatory authorities as required.

5. Issuance of Certificate

5.1. A certificate of conformity shall be issued only after the Client has successfully met all applicable requirements of the relevant certification Scheme and ASI. Any certification decision may be overturned, and certification may be suspended or withdrawn with immediate effect if the Client fails to maintain compliance with the applicable Scheme or ASI requirements or if payment is not received as required under this Agreement.

6. Use of Certificate & Certification Marks

6.1. The Client is granted a non-exclusive, non-transferable right to use the certificate and any associated certification marks solely in strict compliance with the rules, guidelines, and policies established by the applicable Scheme owner and ASI. Such use shall be limited to the certified scope of products, services, and locations as specified in the certificate. Upon request, ASI shall make available to the Client the applicable rules, guidelines, and requirements governing the use of certification marks and logos, as may be updated from time to time, and the Client agrees to comply with all such requirements.

6.2. The Client shall not falsify, alter, reproduce, or use the certificate, certification marks, or other certification-related documentation issued by ASI in any manner that could mislead or deceive third parties, imply certification of products or services outside the certified scope, or otherwise bring ASI or the Scheme owner into disrepute. Any unauthorized use, falsification, or misrepresentation of certificates, certification marks, or other certification-related documentation issued by ASI constitutes a material breach of this Agreement and may result in immediate suspension or withdrawal of certification. In addition to any other remedies available at law or equity, the Client shall be liable to ASI for liquidated damages in the amount of \$50,000 per infringement, as well as reimbursement of all costs and expenses incurred by ASI in enforcing its rights, including reasonable attorneys' fees. The Client agrees to indemnify and hold harmless ASI from any losses, damages, costs, or expenses arising from the Client's infringement of ASI's intellectual property rights or unauthorized use of certificates or marks.

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7. Maintaining Certificate

7.1. To maintain its certification, the Client must remain in full compliance with the requirements of the applicable Scheme(s) and this Agreement. This includes undergoing all scheduled audits and evaluations, taking timely and appropriate corrective action on any non-conformities as directed by ASI, and promptly reporting in writing any changes to ownership, location, operations, organizational structure, products, services, or other factors that may affect ongoing conformance. ASI may require supporting documentation or perform an unscheduled audit in response to such changes. The Client shall use its certificate and certification claims in an accurate and non-misleading manner, in accordance with Scheme rules, and shall not engage in any activity that could bring ASI or the certification process into disrepute. Certification applies only to ongoing production of products within the defined scope, and the Client must ensure continued conformance with Scheme requirements throughout the certification period. Upon request, the Client shall provide an unaltered copy of its certificate or audit report, reproduced in full or as permitted by the Scheme owner.

8. Certification Suspension or Withdrawal

- 8.1. ASI reserves the right to suspend or withdraw the Client's Certificate of Conformity if the Client fails to comply with the requirements for maintaining certification as set forth in this Agreement or by the applicable Scheme owner.
- 8.2. Upon suspension, withdrawal, or termination of certification, the Client shall immediately cease use of all advertising, promotional materials, and documentation referencing the certification and shall comply with any additional requirements imposed by ASI or the Scheme owner, including the return or destruction of certificates or marks. Upon reinstatement, ASI will update all certification documentation and public records to reflect the current certification status.

9. Appeals, Complaints, and Disputes

9.1. Any individual or entity, may raise appeals, complaints, or disputes related to the Services provided by ASI. Such matters should be submitted in writing to ASI using the designated form, which are accessible through the ASI website. ASI maintains a formal policy for handling appeals, complaints, and disputes, which will be made available to the relevant Party upon request. Submission of a complaint or appeal does not delay any suspension or withdrawal of certification that may be required. All records related to appeals, complaints, and disputes are maintained by ASI in accordance with Scheme owner requirements.

10. Recalls

10.1. If the Client becomes aware of any legal actions, investigations, or proceedings related to product safety or legality, or initiates a product recall, the Client must notify ASI immediately—no later than twenty-four (24) hours after the event—by email to

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us.recalls@kiwa-asi.com, as well as notify the applicable Scheme owner in writing according to the Scheme owners requirements. Upon receiving such notification, ASI will promptly assess the situation and communicate with the Scheme owner regarding the recall and its potential impact on the Client's certification status, including any necessary surveillance activities or certificate suspension or withdrawal. If ASI determines there is a reasonable likelihood that the legal matter may result in adverse publicity or government intervention, ASI will immediately inform the Scheme owner. ASI reserves the right to require additional measures as deemed necessary to investigate and address the recall, which may include intensified surveillance, audits, or modifications to the certification decision.

11. Term and Termination

- 11.1. This Agreement shall take effect as of the date the Proposal is signed by both parties and shall remain in effect unless and until terminated by either party in accordance with this section.
- 11.2. The Client may terminate this Agreement for any reason by providing ASI with no less than ninety (90) days' prior written notice. ASI may terminate this Agreement at any time, with or without cause, by providing written notice to the Client.

12. Audit Date Changes & Cancellations

- 12.1. The Client shall notify ASI in writing as soon as reasonably possible if it intends to postpone, reschedule, or cancel any scheduled Service.
- 12.2. For unannounced audits, the Client must provide blackout dates in writing to ASI, according to Scheme requirements or no less than sixty (60) days prior to the start of their certification window, whichever is greater.

13. Intellectual Property and Use of Materials

- 13.1. ASI and the applicable Scheme owner retain ownership of all materials and deliverables created or used in connection with the Services, as determined by the governing rules of the relevant certification Scheme. This includes, but is not limited to, audit reports, certificates, proprietary tools, templates, processes, methodologies, and other documentation (collectively, "Deliverables"). Ownership of specific Deliverables may reside with either ASI or the Scheme owner, depending on Scheme requirements. The Client shall have the right to use the certificate and the material content of the audit report in accordance with the applicable Scheme rules and ASI's policies but shall not acquire any ownership or intellectual property rights in the Deliverables beyond such permitted use.
- 13.2. Unless expressly stated otherwise in a Proposal, this Agreement does not grant the Client any right, title, license, or interest in or to the ASI Materials, ASI's software, systems, documentation, data, technology, tools, logos, or any other proprietary assets of ASI or its affiliates, whether tangible or intangible.

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13.3. The Client shall not use, reproduce, or display ASI's name, logo, certificate, certification mark, or any other trademark or brand identifier in any manner without the prior written consent of ASI. Any authorized use must strictly comply with ASI's guidelines.

14. Confidentiality

14.1. Both the Client and ASI mutually agree to keep confidential all information obtained from the other Party in connection with this Agreement and not to disclose such information to any third party without the prior written consent of the disclosing Party, except as otherwise provided herein.

14.2. Either Party may disclose confidential information as required by law, regulation, or order of a public authority, or when disclosure is mandated by the relevant Scheme owner, accreditation body, or benchmarking agency in accordance with applicable certification requirements.

14.3. Both Parties may disclose confidential information to their respective subcontractors or agents strictly to the extent necessary to perform the Services, provided that such subcontractors or agents are bound by written confidentiality obligations consistent with the terms of this Agreement.

14.4. The Client authorizes ASI to use confidential information generated during the course of providing Services for aggregated statistical and analytical purposes, provided that such information is anonymized to prevent identification of the Client.

14.5. The Client irrevocably authorizes ASI to disclose information related to the Client's certification status, audit reports, certificates, and results to the Scheme owner, recognizing that this disclosure is mandated by the Scheme's certification rules and constitutes an exception to the confidentiality obligations herein. Such information may be made publicly available online.

14.6. When ASI is required by law or authorized by contractual obligation to disclose confidential information, ASI shall notify the Client or affected individual of the disclosure unless prohibited by law.

14.7. Information concerning the Client obtained from third-party sources (e.g., complainants, regulatory authorities, etc.) shall be treated as confidential and handled in accordance with the confidentiality obligations of this Agreement.

15. Indemnification

15.1. The Client agrees to indemnify, defend, and hold harmless ASI, its affiliates, and their respective officers, directors, employees, agents, and representatives (collectively, "ASI Representatives") from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, suits, actions, or proceedings (including reasonable attorneys' fees, court costs, and settlement amounts) arising out of or related to the performance of the Services provided under this Agreement, except to the extent such claims arise from ASI's gross negligence or willful misconduct. The Client's indemnification obligation shall

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be reduced in proportion to any contributory negligence or breach of this Agreement by ASI, unless such breach has already been compensated through an award of damages to the Client.

15.2. ASI shall indemnify, defend, and hold harmless the Client and its officers, directors, employees, agents, and representatives from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, suits, actions, or proceedings (including reasonable attorneys' fees, court costs, and settlement amounts) arising out of or resulting from ASI's gross negligence, willful misconduct, or material breach of this Agreement, provided that ASI shall not be liable for any claims, losses, or damages to the extent caused by the negligence or willful misconduct of the Client.

16. Liability

16.1. Notwithstanding any provision of this Agreement to the contrary, in no event shall ASI be liable to the Client or any third party for any indirect, incidental, consequential, punitive, exemplary, or special damages, including but not limited to loss of profits or revenue, loss of use, business interruption, loss of data or information, or the cost of procuring substitute goods or services. This limitation applies whether such damages arise in contract, tort (including negligence or strict liability), under statute, in equity, or otherwise, and even if ASI has been advised of the possibility of such damages.

16.2. Furthermore, ASI's total cumulative liability for any and all claims arising out of or in connection with this Agreement, whether in contract, tort, or otherwise, shall not exceed the lesser of: (i) the total amount of fees actually paid by the Client to ASI under the applicable Proposal during the twelve (12) month period preceding the date the claim arose, or (ii) fifty thousand U.S. dollars (\$50,000).

17. Force Majeure

17.1. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations) due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, fires, floods, pandemics, war, terrorism, civil unrest, labor strikes, or compliance with any applicable law or government order ("Force Majeure Event"). The affected party must notify the other party as soon as reasonably practicable and make commercially reasonable efforts to resume performance.

18. Governing Law

18.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws principles. Any dispute arising out of or in connection with this Agreement that cannot be resolved amicably through good-faith negotiations shall be submitted to the exclusive jurisdiction of the state courts located in St. Louis County, Missouri, or, where federal jurisdiction exists, the United States District Court for the Eastern District of Missouri.