INSPECTION REGULATION
CONTROL UNION PERU S.A.C.

CHAPTER 1

GENERAL REQUIREMENTS OF INSPECTION AND CERTIFICATION

CONTENT

INTRODUCTION

This document contains regulations on the evaluation and certification activities of Control Unión Perú (CUP). It refers to the rights and obligations of the client, as well as those of CUP.
This document is complementary to the Contract Terms, and therefore its applicability is mandatory for any of Control Union Perú's inspection and certification programs.
Chapter 1 ***General Inspection and Certification Requirements*** *apply to any program. Additional requirements for specific programs are found in the chapters related to the program.*

This document is available on the website (https://cuperu.com/portal/es/cuc/cuc-terminos-y-condiciones).

Modifications to this document are identified in italics.

1. SCOPE AND APPLICABILITY

a) Services provided by CUP to legal entities, which can be individuals or companies, are called "Client".
b) CUP can provide its services directly through its own employees or through a responsible office in the world.
c) CUP may subcontract part of its activities to others. In all circumstances it retains the full authority and responsibility to have a contractual agreement with the Client and to grant, maintain, extend, reduce, suspend or withdraw the certification.
d) CUP shall notify its Clients of any change in the certification requirements within a reasonable time and a transition period is granted. In all cases where no transition period has been given for the particular amendment, a transitional period of three months will be in effect after adoption.
e) The CUP inspection regulation is applicable to all the programs mentioned in the scope of the certification under responsibility of Control Union Perú.
f) In the event that contradictory rules are found both, in the client's contract and in the CU Inspection Regulation, the client's contract will invalidate the CU Inspection Regulation.
g) CUP is committed to conducting its inspections impartially and in a professional manner. CU understands the importance of impartiality in carrying out its certification activities, managing of conflicts of interest and in ensuring the objectivity of its management activities in the certification/assessment system.

2. CONFIDENTIALITY

a) CU and its employees at all levels of the organization, including committee members, suppliers, personnel of external agencies or persons acting on behalf of CU, are required to consider all information obtained in the course of their business activities as confidential information, already considered to be confidential.
b) CU shall not disclose this information to any third party without the client's written consent.
c) When required to CUP, by law or authorization of contractual provisions, the disclosure of confidential information of the Client CU will notify the client regarding said request; unless the law prohibits it.
d) CU is obliged to inform any person about the status of their certification when requested.
e) As a client, you may disclose confidential information about our procedures and methods to your affiliates (that is, to any person who directly or indirectly controls or is under your direct control), your officers, employees or suppliers only in a basic knowledge need. Disclosure to any third party is prohibited.
f) Information that is available to the public is not considered confidential information. Or if such information is developed by CU independently of your information or activities; or if such information is disclosed by CU in good faith by a third party that has an independent right to that information; or, when it is agreed between the client and CU (for example, in order to respond to complaints).
g) The customer information obtained from sources other than the client (for example, from a claimant or a regulatory body) will be treated as confidential information, unless both the source of information and the client, give their written consent to disclose it.

3. DEFINITIONS

This document adopts all definitions according to:

- ISO / IEC 17065 General requirements for product certification bodies.
- ISO / IEC 19011 Guidelines for auditing management systems.
- Requirements of accreditation bodies.
- *Specific program requirements (which can be reviewed in the specific program chapter)*

* For the Equivalences program, adopt the definitions according to:
Regulation (EEC) No 834/2007 and 889/2008 and their amendments (EUROPE), National Organic Program, USDA United States of America (NOP/USDA), Japanese Agricultural Standards, MAFF Japan (JAS - Notifications No. 1180, 1464, 1465 and 1466), El Reglamento Técnico para los Productos Orgánicos – D.S. Nº 044-2006-AG (PERU), la Normativa e Instructivo para Promover y Regular la Producción Orgánica-Ecológica-Biológica en el Ecuador (ECUADOR), el Programa Ecológico Nacional del Ministerio de Agricultura de la República de Colombia (COLOMBIA), el Reglamento de los Procesos de la Producción Orgánica de Origen Vegetal - Resolución MAG N°143/11 (PARAGUAY). El Manual del Programa de Equivalencias de CU, los requisitos generales para organismos que manejan los sistemas de certificación de productos (Guía ISO/IEC 17065: 2012).

Accreditation symbol	*Sign issued by an accreditation body to be used by accredited OECs to show their accredited status. This symbol includes the accredited activity and the registration number.*
Agricultural Ingredients and Auxiliaries for processing	Includes organically produced agricultural inputs and non-organic agricultural inputs allowed under articles, annexes or specific sections of the organic production standards applicable to food processing (E.g. NOP Rule 205.606, Annex IX to Regulation (EC) N º 889/2008, JAS - Notification No. 1464, Table 4 (those considered agricultural).
Appeal	Formal request for reconsideration of a certification decision within a certification process or request from the supplier of the object in the conformity assessment sent to CU to reconsider a decision made relating the said object.
Approval (approval decision)	Action by one party (in this case: the certification body, CU) to confirm that there exists satisfactory confidence that a product is in compliance and is compatible with one or more than one of the Organic Programs under which was evaluated .
Audit	A systematic evaluation to verify whether the activities and related results comply with the planned arrangements and whether these arrangements are effectively implemented and appropriate to achieve the objectives.
Auditor (Senior Auditor)	Person responsible for carrying out inspections and report to the Program Manager or Certifier and the customer.
Auxiliary for crop production	Those inputs that do not provide with nutrients to the plants, do not have soil conditioner functions, do not have function of crop protection against pests (diseases, pests and weeds), nor are they considered as growth regulators. This category contains adjuvants, products for cleaning equipment, insect traps, compost inoculants, plant extracts without nutritional or protective function against pests (E.g. amino acids as chelating agents for evaluation), among others.
Auxiliaries for livestock production	Those inputs used in livestock production which have no nutritional function or direct health function. Includes inputs for the cleaning of equipment and facilities, pet grooming aids, and other inputs used in animals and their breeding areas.
Certification	Action taken by one party (in this case: the certification body, CU) to confirm that there exists satisfactory confidence that a product, process or activity sufficiently identified, is in accordance with a standard, regulation or rule.
Certification Body	Body conducting conformity assessment.
Certification Mark	Property sign of the certification body, intended to be applied to products or services whose quality or other characteristics have been certified by the owner of the mark.
Certification Program	A system (or program) that has its own procedure and management to carry out certification of conformity;

Certifier	Person under the supervision of the Program Manager who is responsible for marketing of programs, Auditor (Lead) instructions, certification decision, inform the customer, issuing certificates, client relations, and post-certification activities.
Claim	Request for financial settlement.
Client	A contract partner of CU for inspection and certification programs, with the aim of being inspected and certified.
Client contract	Written agreement between CU and the client regarding all rights and duties concerning a CU certification program. The client contract does not imply that the client is certified. For understanding the applicable Contract equivalents shall be understood as follows: - Certifier = Evaluator - Certification decision = Assessment Decision (approval or disapproval) - Certificate = Letter " Confirmation of Compatibility – Use of inputs in organic production"
Client File	File of all documents related to certification of a specific customer, which includes digital documents stored in CUSI.
Client Number	Unique number that CU provides to the client to be identified as a CU client. The customer number does not imply that the client is certified;
Complaint	Formal expression of dissatisfaction of any person or organization related to the activities of the body of conformity assessment, e.g. behaviour of a CU employee, CU methodology, or work performed under the contractual responsibility of a critical or outsourced office, where a response is expected.
Concern	Expression of dissatisfaction or concern by any person or organization regarding a CU certified customer, which is not sufficiently based to be classified as a complaint, but a response is expected.
Conformity mark	Distinctive given to a product that has been approved as complying with one or more than one of the Organic Programs under which was evaluated according to the CU Equivalence program, and has a letter of "Confirmation of Compatibility – Use of inputs in organic production " in force.
Consultancy	*Participation in the establishment, implementation or maintenance of a product/process to be certified.* *Consultancy is considered as:* *• To prepare or develop manuals/procedures;* *• To advise, giving instructions or specific solutions for the development and implementation of how to resolve a situation/finding.*
Corrections	These are the measures taken to eliminate the non-conformity.
Corrective actions	The actions taken to eliminate the cause(s) of the detected non-conformity;
CU Branch office	CU Office that is legally entitled to represent CU.
CU's logo	Graphic representation that identifies Control Union and is used by the company Control Union as a continuation of the symbol. This logo identifies any related company of the Control Union group.
Disapproval (decision of disapproval)	Product deviation from the specific requirements of one or more than one organic programs under which is evaluated.
Evaluation	A systematic assessment of the extent to which a system, product, process or service fulfils a specific requirement. For the Equivalences Program, it is the action of determining, according to the

	technical information of the product, whether or not it is compatible with one or more of one of the applicable Organic Programs.
Evaluator (also called Certifier)	Person under the supervision of the CU Equivalences Program Manager, who is responsible for marketing of programs, for making a decision on the evaluation of a product, to complete the product evaluation form, issuing the Compatibility Letter, customer relations and related downstream activities.
Fertilizers and soil improvers	Those inputs that contain one or more essential nutrients for plants. Used mainly for its nutrient content for plants, and can be applied to the soil or foliage. These include, but are not limited to, compost, animal manures, simple fertilizers, compound fertilizers, mined minerals, micronutrients, plant extracts for nutritional purposes. Soil improvers include materials for liming or acidifying the soil, mulches, and any other input applied as a soil conditioner.
GMOs (Genetic Modified Organisms)	Organism that has undergone modification in the genetic material (DNA), using artificial biotechnology methods.
Ingredients for livestock feed	It is limited to those inputs that are added to livestock feed, such as additives and supplements that are used in animal feed. Agricultural inputs such as food itself, forages or formulated rations are not included, which must meet all the requirements of organic certifications, except in cases where the standards allow the non-organic origin of said foods. Livestock feed additives are inputs that are added in very small amounts to feed to meet a specific nutritional need (essential nutrients in the form of amino acids, vitamins and minerals). Livestock feed supplements are a combination of nutrients that are added to animal feed to improve the nutritional balance or functionality of the entire food.
Inspection	Investigation through competent judgment and/or through the testing of a product, process or activity and determination of conformity with a standard or other regulatory document; includes inventories (first inspections).
Inputs	A product or auxiliary to which the standards in a CU certification program are applicable, except the materials that are subject to the certification program. For the CU Equivalences Program, shall mean as one input for use in organic production.
Inputs for the health care of livestock	Includes those inputs used as animal drugs, internal and external parasite, topical medications, and biological (vaccines, toxins, live microorganisms, killed microorganisms, etc.). Also includes inputs such as pesticides that are used to handle problems with flies or other external pests, for animal husbandry.
Inputs for hygiene in food processing facilities	Includes inputs used to remove dirt, debris and foreign matter from food and utensils and equipment used in food manufacturing operations. These inputs are used also for monitoring microorganisms that may contaminate the food. Include inputs that may come into direct contact with food or those used on surfaces in contact with food. This category also includes the inputs used for the disinfestation or to prevent infestation by pests (insects, diseases, rodents and other organisms) in stores and food manufacturing facilities (including post-harvest facilities).
Letter of "Confirmation of Compatibility – Use of inputs in organic production"	Document issued under CU Equivalence Program demonstrating that an evaluated product is in compliance and supports one or more than one of the Organic Programs under which they were evaluated.
Non-agricultural Ingredients and Auxiliaries for processing	Includes non-agricultural inputs allowed under specific articles, annexes or sections of the organic production standards applicable for food processing (Ex. NOP Rule 205.606; Annex VIII of Regulation (EC) No. 889/2008 (except those marked with an asterisk*); JAS - Notification No. 1464, Table 4 (those considered agricultural)).

Non-conformity	Non-fulfilment of a requirement.
Organic Production Methods	Production method according to Reglamento de la Normativa de la Producción Orgánica Agropecuaria en el Ecuador, Acuerdo Ministerial Nº302, Registro Oficial 384 del 25 de Octubre del 2006, Reglamento Técnico para los Productos Orgánicos DS 044-2006-AG, Sello Ecológico Colombiano. EU: Regulation (EEC) No 834/2007 and 889/2008; NOP/USDA: National Organic Program, USDA United States of America; JAS: Japanese Agricultural Standards for Organic production; Reglamento de los Procesos de la Producción Orgánica de Origen Vegetal en Paraguay, Resolución MAG N°143/11.
Phytosanitary and Growth Regulators	Those inputs that are used as pesticides to control plant diseases, insect control, mite control and weed control, as well as those used as growth regulators. They can be applied both, to plants or to the ground, unless they have some restriction thereon.
Processing Unit	Companies or business unit where the actions are carried out under the definition of "preparation" in the various policy documents;
Product category	Refers to the classification of a product within a specific class. The categories are based on the use and application of the product (E.g. Category Fertilizers and soil improvers, which belongs to the class of "Inputs for crop production").
Product class	It refers to the type of production system according to which a product presented for evaluation under the Equivalences Program, is used. There are 3 kinds of products: - Inputs for crop production. - Inputs for livestock production. - Inputs for food processing.
Product Specification	Declaration where a producer/processor specifies all the ingredients of the concerned product.
Production unit	Companies or business unit where the actions are carried out under the definition of "production" in the Normativa e Instructivo para Promover y Regular la Producción Orgánica – Ecológica – Biológica en el Ecuador (Registro Oficial N° 34 del 11 de Julio del 2013 y Resolución DAJ-20133EC-0201.0099). Also referred to as farm units or units of farmers (organic farming) or units of management of the forest industry (for forestry).
Program Manager	Person responsible for the development and maintenance of certification programs and quality systems
Scope Certificate	Document issued in accordance with the standards of a certification system that demonstrates that adequate trust is granted provided that a properly identified product, process or service complies with a specific standard or other regulatory document.
Smallholder farmer groups	Group of farmers as described in the relevant chapters of this document.
Source	Location where the product comes from.
Standard	Document established by CU or any other organism that provides regulations for activities or their results;
Supplier / subcontractor	The party that is responsible for ensuring that the products meet and, where appropriate, continue to meet the requirements on which the certification is based;
Transaction Certificate	Certificate in which CU declares that- on the basis of a certificate scope issued- the process of producing a particular product batch is inspected and evaluated positively.

4. APPLICATION FOR CERTIFICATION

a) If you are interested in any certification program, complete the application form for the specific program, and return it to CU; you can find it on the web or may request it by email.
b) CU shall evaluate the request and determine the possibility to offer the service. If possible, a financial proposal will be sent (offer letter) that includes the Contract Terms. This proposal includes the time necessary to carry out the audit (according to the different types of audit).
c) If agreed, return the signed offer letter. By performing this, you enter into a service agreement with CU and will be assigned an identification code.
d) Once the payment has been made, the audit will be planned based on the program requirements. If necessary, documents will be sent to complete information relevant to the program.

5. RESPONSIBILITY Y LIABILITY

a) The client has the responsibility for all production and processing units, products and activities mentioned in the client contract, to comply with the applicable standards.
b) With regard to CU inspection and certification activities, the client will be responsible for the people who work in or for their companies.

6. REGISTER OF *COMPLAINTS* AND REMEDIAL ACTIONS

a) The client shall safeguard that all *complaints* received from any of the parties are centrally registered. *Complaints may come from:*
- Anyone at any stage of the project (production- and processing units),
- Customers and/or
- Third parties.

b) This client shall keep records of all received *complaints* concerning the certified production method or products and of all disciplinary actions that are taken to respond to the individual *complaint*s.
c) Clients must have on location and available on request, a clearly identifiable document for customers *complaints.*
d) There are documents with the actions taken regarding said *complaints* and any deficiencies found in products or services.
e) The procedure for *complaints* must ensure that they are properly recorded, studied and followed, including a record of actions taken with respect to *complaint*s and any deficiencies found in products or services.

7. PLANNING

a) Based on the request, CU shall plan the initial audit, and assign a qualified auditor (or audit team) to the program.
b) If necessary, CU may hire a technical expert to participate in the evaluation.
c) If the operation is carried out in a language that is not the auditor's domain, the participation of translators or interpreters may be required. This will be defined since the presentation of the application.
d) The auditor contacts the client to coordinate the audit date. If there are changes, they must be informed.
e) If necessary, the auditor shall request the sending of documentation prior to the evaluation.
f) The auditor shall send an audit plan, with the members of the audit team (if applicable), and/or persons accompanying the audit. The audit plan establishes:
- *Objectives of the audit*
- *Audit criteria*
- *Scope of the audit, including identification of units, processes to be evaluated*
- *Dates and places where the activities will take place, as well as the audit method*
- *Duration of the audit*
- *Roles and responsibilities of the audit team members and accompanying persons (such as observers, interpreters)*

g) If necessary, the assignment of the particular evaluator or technical expert can be objected, but said objection must be justified. If your objection is valid, CU shall reconstitute the team and assign another auditor or expert.

8. AUDIT

8.1 TYPES OF AUDIT

By time, CU applies the following types of audits:

8.1.1 Initial Audit

- *It is the client's first audit for a CU certification program.*
- *In this initial audit, all requirements of the certification program are assessed.*
- *For some programs, this initial audit should be done in 2 stages:*
  - *Stage 1: documentary review*
  - *Stage 2: on-site audit*

8.1.2 Surveillance audit

a) To maintain the certification, it must be demonstrated that the client continues to meet the program requirements, this is achieved through surveillance activities.

b) Surveillance activities include on-site audits to verify compliance with program requirements.

*c) **Programs with certification cycles of 1 year:** surveillance audits generally do not apply; unless the program establishes surveillance audits on high-risk products, where a surveillance audit is required after the initial certification is granted**.***

*d) **Programs with certification cycles greater than 1 year:** surveillance audits are planned after the initial certification has been granted. Depending on the scheme, there may be 1, 2 or more surveillance audits*

e) In surveillance audits, not all program requirements may be evaluated; however, it must be planned with other surveillance activities; for example:

- *Requests from the certification body to the certified client regarding aspects related to certification;*
- *Review of statements of the certified client, in relation to its operations (example: promotional material, internet sites);*
- *Request for documented information sent by electronic means;*
- *Other measures to monitor the performance of the certified client.*

8.1.3 Recertification audit

a) It is the audit to evaluate the continuous compliance with all the requirements of the standard and other regulatory documents.

b) The recertification audits are planned in the appropriate time to allow the timely renewal of the certificate before the expiration date.

c) The renewal activity includes reviewing reports of previous surveillance audits, and considers the performance of the client in the most recent certification cycle.

d) For renewal audits it may be necessary to include stage 1 when there are significant changes; or to carry out the audit in 2 stages in order to optimize resources, while still meeting the objectives of the certification renewal audit.

e) For non-conformities, the program establishes deadlines for implementation of the corrections and corrective actions. These must be implemented and verified before the expiration date of the certificate.

f) When certificate renewal activities have been successfully completed prior to the expiry date of the existing certification, the expiration date of the new certification may be based on the expiration date of the existing certification. The issuance date of the new certificate must be the date of the renewal decision or later.

g) If the renewal audit has not been completed or the implementation of corrections and corrective actions for non-conformities cannot be verified before the expiration date of the certification, then the renewal of the certification cannot be recommended and the validity of the certification can be extended. The client will be informed of the consequences.

h) After the certification expiry, CU may restore the certification within 6 months, provided pending activities for the certification renewal are completed. The effective date of the certificate must be the date of the new certification decision or later, and the expiration date should be based on the previous certification cycle. If it is allowed by the scheme.

***i)** The previous paragraph will depend on the specifications of the scheme itself.*

8.1.4 Special audits

a) <u>Extension of the Scope</u>

- *If the client requests an extension of scope to a certification already granted, CU shall conduct a review of the request, and determine any audit activities necessary to decide whether or not to grant the extension.*
- *This can be done together with the surveillance audit.*

*b) **<u>Audits with short-term notification</u>***

- *CU may conduct audits on certified clients through short-term notified visits or unannounced visits, in accordance with the provisions of the contract. It will depend on the specifications of the scheme.*

- *These audits are carried out in order to investigate complaints, in response to changes, or as follow-up to clients with suspended certification, investigations in general, among others.*

c) <u>Sampling audits</u>

For certain programs it may be required exclusive audits for taking test samples, which may result as part of the audit program or as part of the investigations.

8.2 AUDIT METHODS

The audit methods to be used depend on the audit objectives, scope and criteria; as well as the duration and location. The development of the audit involves interaction between the individuals of the client and CU, as well as the technology to be used to perform the audit. The following audit methods can be used alone or in combination, in order to achieve the audit objectives, and it will depend on the provisions of the certification scheme the permitted methods to be used.

a) ***Desk audit / Documentary review:*** *consists of an assessment of documents that have been previously requested to the client. It may reduce the time of the on-site audit.*

b) ***Remote audit: t****he auditor is located in a different facility than the client. There is interactive communication for the audit activities: conducting interviews, observing the work developed, conducting a documentary review with the participation of the auditee. This method requires that the auditee have access to information technology.*

c) ***On-site audit:*** *The audit activities are carried out at the auditee's (client) location. In these audits: there are interviews, evaluation forms and documentary reviews that are completed with the participation of the auditee, a sampling is carried out.*

8.3 CONDITIONS FOR AUDIT

a) By accepting any offer made by the Control Union Certifications, the customer enters into an agreement with UC in accordance with the terms and conditions mentioned in the offer letter as well as all other documents (including the terms of the contract) that are applicable or have been declared applicable to the Agreement.

b) In the event that it is not possible to carry out the *audit* at a relevant time because of delayed payment; CU has the right to cancel the audit and certification.

c) In the event that it is not possible to carry out the *audit* due to safety issues (e.g. in the event of unforeseen natural disasters or political instability), CU has the right to cancel the *audit* and certification. The judgment is among other things based on internationally (e.g. official statements of ministry of foreign affairs) and national available information. If the *audit* is cancelled, CU shall inform the client as soon as possible. CU shall decide case-by-case whether the certification can take place on the basis of other information or if the certification has to be cancelled.

d) In the light of extraordinary situations such as a pandemic, CU has developed policies based on the guidelines of the accreditation bodies and scheme owners for the execution of audits and / or certificate extension. (see guideline for each specific program

e) If the objectivity of the audit is compromised, the auditor has the right to abort the inspection. Reasons can be for example the interference of accompanying persons. All costs arising from this case will be charged to the client.

f) If the company decides to be represented during the audit by a representative other than those listed in the application form, it will be necessary to be formalized through a written designation by the legal representative.

8.4 AUDITOR

a) The CU auditor shall be able to identify himself with a valid CU identification card.

b) The CU auditor operates in conformity with the CU procedures

c) The CU auditor shall also respect the CU Code of Conduct/ Confidentiality (No conflict of interests, which is signed by him).

d) The auditor cannot perform consultancy, advice or give specific instructions or solutions for the development or implementation of how to resolve a situation/finding.

It is not considered consultancy:

- *To explain the meaning and intent of the certification criteria;*
- *To identify opportunities for improvement;*
- *To explain the associated theories, methodologies, techniques or tools;*
- *To share non-confidential information on related best practices;*
- *Other aspects not covered by the audited program.*

8.5 AUDIT EXECUTION

a) CU has the right to carry out announced and unannounced inspections. Unannounced inspections primarily would be done based on the general evaluation of the risk of non-compliance with the applicable rules. CU has the right to carry out additional inspection activities for certification purposes and to charge the costs in addition to the fees as stated in the client contract.

b) CU has the right to request additional information whenever it believes this to be necessary to guarantee that the regulations are observed and are verifiable.

c) If requested by CU, translation services from the national language into a language chosen by CU staff shall be provided. The costs will be charged to the client.

d) The supervisory authorities of the countries where CU has a registry, may request CU to carry out additional inspections under the specific rules intended to verify the compliance of an operator's operations with respect to the requirements of the certification program.

e) The client will provide CU and any authority involved in the certification process (including but not limited to accreditation bodies, scheme owners, observers), access to all areas, equipment, premises, personnel and units within the scope of the contract.

Specific for programs accredited by SAE (ORG-ECU, GlobalGAP, BAP):

- If the client does not accept the participation of observers from the accreditation body, it will imply the impossibility of granting an accredited certification, or withdrawing it if it already exists.
- **For programs accredited by other agencies**: will be evaluated case by case and will be determined some type of action.

8.5.1 TARGET OF AUDIT

a) The scope of the audit is established in the service agreement for the applicable audit and is an identification of:
   - Product (s), process (s) for which a certification decision will be issued;
   - Applicable certification scheme; and,
   - The standard and other regulatory documents, including the version under which the compliance of such product, process will be evaluated.

b) You are obliged to inform CU in case the product or process, units under the scope of CU are also certified by another certification body for the same standard (or have applied for certification with another certification body).

c) When a client and its subcontractor(s) are assessed by different certification bodies, the client and its subcontractors must accept the fact that the certification bodies can exchange information on the operations by virtue of their contract.

d) **Product/Comparable process:**

- When the standard production process or a product is not available at the time of assessment, for instance, with seasonal products, an assessment of product/comparable process shall be applied.
- When there is no certified production until the audit, the CU auditor verifies production with product or process that is comparable to the process that lacks the product. This means that the product or process will be determined to have comparable processing and risk characteristics. Therefore, establishing that the evaluated process is the same as the process, which will lead to the respective standard equivalence of the product.
- If a certificate has been granted based on comparable process review, the customer is obliged to inform CU prior to the first processing of that product/process. The customer must provide CU with the unit **identification,** product name, batch identification and the start date of the certified production process. This allows CU to plan an additional visit to the certified unit if necessary.
- Failure to report the first processing in case of a comparable assessment may lead to provisional validity of the certificate, reduction of scope, and ultimately, even suspension of the certificate as appropriate. Be aware that it is the client's responsibility to meet the certification requirements.

8.5.2 CHANGES IN THE SCOPE OF THE AUDIT

a) The client is obliged to inform CU as soon as possible if there is any modification that interferes or could interfere with the requirements as mentioned in the relevant regulations or which indicate a change in the scope of certification. If these modifications are not reported to CU, the scope certificate loses its validity.

b) When requesting the addition of new units / products / processes to the scope of certification, it must be done in writing through the application form. The quote will be made and will determine the necessary steps. CU shall evaluate the requested addition and if the result is positive it will be added to the scope of certification.

8.5.3 AUDIT TECHNIQUES

The evaluation regarding compliance with the applicable requirements can be performed through the following techniques:

- Review of documents
- Interviews
- Sighting
- Sampling and analysis
- Cross-checking information received from all of the above.

8.5.4 SAMPLES

a) The auditor has the right to take samples for analysis. These samples will be analysed in laboratories selected by CU. See valid Terms of Contract art. 4.4.

b) When samples are taken, the auditor shall provide the client with a duplicate of the sample that is taken, as counter sample. This counter sample must be kept under freezing conditions at temperatures below 0 ° to reduce the risk of deterioration or alteration. *The use of this counter sample by CU will be exceptional, only in the event that the original sample may have suffered a loss or alteration.*

c) Samples to be sent to the laboratories subcontracted by CU, as well as the counter samples that remain with CU and with the client, must be stored in such a way as to avoid contamination and deterioration of these at all stages of their storage until analysis, in order to avoid risks that could affect the results.

d) CU shall carry out the analysis of samples through laboratories that are accredited according to ISO/IEC 17025 and inform the client as soon as the results are available. *You will be informed about the network of laboratories with which we work. By signing the sample sheet, you agree that the sample is sent to the selected laboratory.*

e) If the results of the analyses prove that the applicable regulations are not complied with, the results may cause changes in the certification.

8.5.5 NON CONFORMITIES (NC)

a) A non-conformity is the breach of an established requirement.
When the client cannot provide satisfactory evidence for the fulfilment of a requirement, it shall be deemed as Non-Conformity.

b) Depending on the certification program, NCs have a different category. In general, they can be:

- ***Major non-conformity:** When a requirement is breached, and it directly affects the product**.***
- ***Minor non-conformity:** When a requirement is breached, but it does not directly affect the product**.***
- ***Observations:** Also called Improvement Opportunities**.** These are aspects that do not constitute a breach of a requirement and, therefore, there is no need to resolve them before a certificate is issued. However, they can become an NC if left unattended.*

c) Depending on the type of NC and the program, the deadlines to resolve the NCs may vary. See specific program.

d) It is recommended that your evidences be sent well in advance of the deadline, otherwise there will be no opportunity to request corrections if the actions are not considered sufficient for closing. This may result to an unsatisfactory decision.

8.5.6 CORRECTIONS AND CORRECTIVE ACTIONS

a) The NCs must be resolved within the deadlines established in the program. A positive certification decision cannot be made when there are NCs pending resolution, unless the program indicates otherwise.

b) To resolve an NC, you must consider the following aspects:

- ***Correction:** set of actions to eliminate the detected non-conformity.*
- ***Root cause analysis:** cause that is not easily observable and must be investigated to find the origin of the problem.*
- ***Corrective actions**: set of actions to eliminate the cause(s) of the non-conformity detected. This avoids recurrence of the same problem.*

*c) There are several techniques for conducting a root cause analysis. A simple technique is the "**5 why**":*
Facing the problem, ask the question why? Once the answer is obtained, ask again why? And so on.
The technique is called 5 why, given that generally with 5 why the root cause of the problem analysed is usually reached. However, this is not a fixed rule, the number of questions can be increased depending on the length and complexity of the process that caused the problem.
Example:
Problem: Vehicle won't start (NC)
Why 1? - The battery is dead.

Why 2? - the alternator does not work.
Why3? - the alternator belt is broken.
Why 4? - the alternator belt was well beyond its useful life and was not replaced.
Why 5? - The vehicle was not maintained according to the recommended service schedule. (cause of the problem)

d) Not all problems have a single root cause. When the root cause of the problem is known, the actions to be taken will also be known so that this problem does not recur.

e) *For all NCs, evidence of correction and implementation of corrective actions must be provided.*

8.5.7 INSPECTION *REPORT*

a) During the inspection, the auditor shall record his conclusions on standardized inspection forms. These forms have to be signed by the client or the official representative of the client during the inspection visit to acknowledge the auditor's conclusions. If the official representative signs, his signature is only valid if this person is officially registered as authorized to sign within the company.
b) The auditor shall provide the Certifier with all inspection forms with his conclusions as to the conformity with all the certification requirements.
c) The findings in the inspection forms shall be evaluated and signed by the certifier.
d) After the inspection has taken place, CU shall send a summary of the evaluation to the client without undue delay, especially the (evaluation) that conforms to the specific requirements of the program. The client has the right to object to the content of the report within a maximum period of 6 weeks after it has been sent by CU (postmark date) or from the date on which the auditor delivered the results of the inspection.
e) CU has the right to charge a fee for providing copies of the reports, as well as carrying out other services if the client involved allows it.

9. CERTIFICATION DECISION

a) CU shall take into account the following aspects:
- *The information provided by the customer in the application;*
- *An impartial review of the results and conclusions of the evaluation;*
- *Any NCs registered, identified causes, corrections and corrective actions implemented;*
- *Test results (if applicable);*
- *Any other relevant information, e.g. public information, etc.*

b) After the review, CU shall make a certification decision. Which could result in:
• Positive decision: grant, maintain, restore the certification.
• Negative decision: reduce, suspend, withdraw or deny the certification.

c) Any of these decisions will be informed to the client.

d) For a positive decision the following conditions must be met:
- *The product / unit is within the scope and request;*
- *All the requirements of the certification scheme have been fulfilled;*
- *The audit results are positive;*
- *NCs are closed on time (as specified in the scheme).*

The certifier shall issue a scope certificate (see 9.6).

e) In case of scope change, the certifier extends or reduces the certified scope and issues a modified certificate.

f) If the decision is negative, the client has the right to appeal.

g) CU has the right to publish the lists of its certified or suspended clients or with withdrawn certification.

9.1 SUSPENSION OF THE CERTIFICATE

a) Certification will be suspended in cases where, for instance:
- *The product/process does not meet the certification requirements;*
- *NCs have not been corrected on time (or when it is not possible to correct major NCs);*
- *The certified client does not allow surveillance or recertification assessments to be performed at the required frequencies;*
- *It has been discovered that the client makes incorrect use of the certificate and/or logo or certification mark and this has not been solved to the satisfaction of CU;*
- *The client has voluntarily requested its suspension.*

b) CU shall inform the client in writing of the suspension, indicating at least: start date, duration and justification for the suspension; and the actions necessary to lift the suspension and re-establish certification.

c) If the expiration of the certificate is met during the suspension period, the certification will be considered concluded and the certificate will be withdrawn.

d) During the suspension, the client cannot sell making reference to their certification, and cannot use the certification mark on the products affected by the suspension.
The use of all advertising material/statements that refer to certification must be discontinued.
e) The database of certified clients will be updated with the status corresponding to their project.
To release the suspension, a re-assessment audit may be required to verify the implementation of corrective actions.
f) Once the conditions for release of the suspension are met, the suspension will be lifted and the client shall be notified. However, if the conditions are not met, the certificate will be withdrawn.
g) Once the suspension is re-established, the necessary modifications will be made to the formal documents and public information, authorizing the use of trademarks, etc.

9.2 REDUCTION OR WITHDRAWAL OF THE CERTIFICATE

a) When the client requests to reduce the scope of certification.
b) When the problems that led to the suspension have not been resolved within the established period.
c) If the expiration of the certificate is met during the suspension period, the certification will be considered concluded and the certificate will be withdrawn.
d) If the client does not comply with the contractual provisions or when it continues not to meet the requirements during the suspension.
e) In case the client decides not to continue with the certification.
f) When the certification is withdrawn, the client must take the actions indicated by CU.
g) CU shall make the necessary modifications in documents, public information, authorizations to use trademarks, etc., to ensure that the scope has been withdrawn/reduced; this will be clearly communicated to the client.
h) If the operator wishes to resume the certification once the certificate has been withdrawn, a new certification process (initial certification) must be started, or according to the specifications of the scheme.
i) A full audit shall be conducted, and all aspects of the standard shall be evaluated during a physical audit.

9.3 MAINTENANCE OF THE CERTIFICATION

a) To maintain certification, the client must demonstrate that continues to comply with the requirements of the certification program for which it is certified; this is done through audits.
b) CU shall plan any of the following types of audits as required by the scheme: (see types of audits in section 8.1)
- *Surveillance audit*
- *Recertification audit*
- *Special audits: scope extension, unannounced or sampling, among others.*

9.4 SCOPE EXTENSION OR REDUCTION

a) To extend or reduce the scope of the certification, the client must complete a new application and communicate it to CU.
b) CU shall apply the relative contracting procedure according to the situation.
c) The cost of the extension or reduction will be based on the nature and work program.
d) After a successful audit and later review, CU shall issue a certification decision, updating the existing certificate.

9.5 CERTIFICATE WAIVER

a) The client can request the cancellation of the certificate and the service contract.
b) CU shall assess whether the client has fulfilled its financial obligations and will inform the client in writing about the waiver procedure.
c) From the date of the waiver, the certificate is no longer valid and the client must return the certificates.

9.6 CERTIFICATES AND SCOPE OF *CERTIFICATION*

a) The certificate and its scope of certification is only valid if signed by the managing director of CU or a person who has been authorized for it by the Managing Director.
b) The certificate may be issued in physical form with a handwritten signature, or digitally with an electronic signature.
c) CU shall renew the certificate and its scope within the timeframe indicated in the applicable standards as long as the circumstances are not in conflict with the applicable regulations, the client's contract continues and the financial responsibilities are fulfilled.
d) The client shall keep the valid certificate issued in its records.
e) CU has the right to request customers to return any certificates (e.g., scope certificates, Import / Transaction Certificates), as these are legally owned by CU.

f) CU shall keep a copy of the certificate and its scope for authenticity .in its records.
g) The certificate and scope shall contain an indication of:
   - the name and address of the client;
   - the client number;
   - the certified products and related units;
   - the applicable certification program;
   - the standards, regulation or other normative documents to which each product, production unit, or processing unit is certified;
   - the effective date of certification and / or place and date of issue of the certificate;
   - a hologram;
   - any program specific indications applicable
   - *Accreditation symbol (if applicable)*
   - *Logo of the certification program (if applicable)*

9.7 INVALIDITY AND DUPLICATES OF CERTIFICATES

a) From the moment of termination of the client contract, the scope certificate issued becomes invalid.
b) In the event of the certificate being lost by the client, the rights to be derived from the certificate shall cease to exist. In those cases, CU shall only issue a new copy of the certificate if the client concerned provides CU with a written declaration in which the client obliges himself to return the original certificate when it is found.
c) In the event of invalidity of a certificate, CU has the right to notify buyers, *conformity assessment* bodies, competent authorities and *other interested third parties*.
d) CU has the right to confirm the validity of the certificates that are issued by CU on request of third parties, without prior consent of the client.

10. ACCREDITATION

a) CU is accredited or recognized by:
   - The Ecuadorian Accreditation Service (SAE) for the Normativa e Instructivo para Promover y Regular la Producción Orgánica – Ecológica – Biológica en el Ecuador (Registro Oficial N° 34 del 11 de Julio del 2013 y Resolución DAJ-20133EC-0201.0099). Best Aquaculture Practices y Globalgap F&V.
   - SENASA of Perú for the Reglamento técnico para los Productos Orgánicos DS 044-2006-AG
   - ONAC of Colombia for the Resolución No. 187 de 2006 por la que se adopta el Reglamento para la producción primaria, procesamiento, empacado, etiquetado, almacenamiento, certificación, importación, comercialización de productos agropecuarios ecológicos (Sello Ecológico Colombiano)
   - ONA (of Paraguay) for the Reglamento de los Procesos de la Producción Orgánica de Origen Vegetal en Paraguay. Resolución 143/11-Senave; y registrados ante el Senave.
   - ASI for the Acquaculture Stewardship Council (ASC) and Marine Stewardship Council (MSC).

b) CU shall give a copy of the accreditation certificates on request to the client.

11. USE OF INDICATIONS AND SYMBOLS

a) From the moment CU has issued the scope certificate, the client has the right to use indications, statements and symbols as referred to on the scope certificate on products or with regard to processing activities as mentioned on the scope certificate.
b) The use of indications that refer to the certified production method or to CU is allowed after the concerned scope certificate has been issued.
c) The labels and the use of logo and/or certification marks according to programs will be evaluated during the inspection.
d) Use of labels, logos and/or certification mark must be in accordance to the program specific requirements.
e) Certified clients are entitled to use the CU logo/certification mark according the requirements described in Annex 2.
f) Control Union includes in its certificates the authorized accreditation symbol; however, it is forbidden for customers to use them and/or make reference to the Accredited Status in their publications, commercial or transactional documents, otherwise they will be sanctioned.

12. COMPLAINT, APPEAL, CLAIM

12.1 Appeals

a) The Terms of the Contract (art. 13) establish the following, in relation to appeals against certification decisions.
   - Appeals must be received by the Company within 6 (six) weeks after the inspection decision or certification decision.

- A suitable employee (certifier/program or quality manager) will confirm receipt of your appeal within 10 days, the deadline for management is within 3 months from receipt of it.

12.2 Complaints

a) If you wish to submit a complaint against CU, please use the form in Annex 1

- We kindly request you to specify your complaint as much as possible ("who, what, where, when") and provide any necessary documentation within 6 (six) weeks after the event that gave rise to the complaint
- You can send this form with any attachments to our Branch office or main certification office in Lima, Peru (calidad.peru@controlunion.com, fax: +511- 7190410)
- A suitable employee (certifier/program or quality manager) will confirm receipt of your complaint within 10 days. The term for the management is four weeks (30 calendar days) from the receipt of the complaint;
- The Quality Manager, Program Manager, or certifier will inform the complaining party of the results in writing or verbally, depending on the size and nature of the request.
- Complaints that do not have enough information requested ("who, what, where, when") cannot be processed.

b) **Specific for ASC:** In case CU and the appellant cannot reach an agreement in terms of Union Control procedures, the appellant may present a complaint to the accreditation body ASI. The procedure is available at http://www.asi-assurance.org/s/disputes In case of complaints related to ASC organization, its standards, etc., unrelated to the certification process, the ASC complaint procedure can be used on its website: http://www.asc-aqua.org

- On the Control Unión Perú website, ASC program encourages claimants to submit copies of their complaints directly to ASC at: disputes@asc-aqua.org; or to the following addresses: Mailing addresses: P.O. Box 19107, 3501 DC Utrecht, The Netherlands; Office address: HNK Utrecht Centraal, Arthur van Schendelstraat 650, 3511 MJ Utrecht, The Netherlands.
- **For MSC:** the term for the resolution of the appeal may be postponed until the objection process is completed in cases where the matter of the appeal is being considered through said process.
- **Specific for Globalgap:** in case CU and the appellant cannot reach an agreement in terms of the Control Union procedures, the appellant can direct his appeal to the GLOBALG.A.P Secretariat. Through the Incident/Claims Form of GLOBALG.A.P. available on the web www.globalgap.org.

12.3 Concerns

a) If you wish to submit a concern against CU, please use the form in Annex 1
b) Concerns will only be accepted in Spanish or English
c) When it is decided that it affects or may affect the certification process, the QM will address the concern and decide whether it is necessary to include the MD in the process of handling the concern.
d) When the concern is considered serious, the MD may decide to take over the management process itself;
e) The QM will confirm receipt of the concern in writing within 10 (ten) days after receiving the concern. This confirmation must indicate at least:
   • whether the concern relates to certification activities for which CU is responsible and therefore eligible.
   • a time frame to address the concern;
   • a first proposal for action to follow up on the concern;
f) The assigned staff members will notify the interested party in writing of the result and the end of the process for dealing with the concern and the reasons for the decision within three (3) months of receiving the concern.

12.4

12.5 Claim

a) If you wish to submit a claim, complete the form in Annex 1 and be as explicit as possible. The claim will be based on an appeal or complaint.
b) CU will evaluate the information and determine if the claim is admitted or not, being able to find a commercial solution. The customer will be informed of the solution.

13. FINAL PROVISIONS: documents and publication

a) Those that will be used in all documentation, regulations and communication will be Spanish and/or English, unless agreed or otherwise mentioned in an individual document.
b) CU will have all normative documents, as mentioned in this regulation, available on its website.
c) CU has the right to modify CU documents and regulations and will publish them as amendments for existing clients.

d) In the event that modifications are made to the documents or regulations, CU will inform the client involved in writing of the modifications and the effective date.
e) The client is unconditionally bound by the modified documents and regulations from the effective date.
f) CU has the right to publish a list with the names and addresses of clients, type of production/processing activities and products, as well as the certification status.

14. CASES NOT COVERED BY THIS REGULATION

a) The Managing Director of CU is the one who will decide in all cases that are not covered by this regulation or by any other applicable regulation or agreement.

15. POLICY IN RELATION TO PROJECTS COMING FROM OTHER CERTIFICATION BODIES

a) This article describes the general policy of CU in the event that a project that has already been inspected and/or certified by another certification body, or is currently inspected and/or certified by another certification body, decides to apply to the certification with Control Union Peru.
b) The operator must indicate in the CU application form if his project has been previously inspected and/or certified by another certification body or if it is currently inspected and/or certified by another certification body.
c) If such information is indicated in the application form, the CU certifier and/or the Certification Program Manager, will contact the previous/current certification body in writing, regarding the following:
   - Inform, which CU will evaluate the farmers/units
   - Asking for the latest certificates issued, reports, non-conformities, farmers' lists and any other pertinent information.
d) Upon receiving the information, CU will evaluate it with special attention in any open non-conformance.
e) All pending conditions or non-conformities placed by the previous/current certification body will be evaluated and closed before CU can give the positive certification.
f) Independent of the information received, CU always carries out its own full on-site inspection in relation to the applicable standard. The information received from the previous/current certification body can never replace CU's own evaluation of the project.
g) The CU certifier will decide on the status of the project, based on the conclusions of the CU auditor and in accordance with the CU procedures.
h) The certifier will never deviate from CU procedures or change the type or possible timeframe of any non-conformance so that its decision is consistent with the previous/current certification body's decision.

16. CHANGE CONTROL

Version and date	Description
Version 7.2; 27/08/2020	This chapter 1 General Inspection and Certification Requirements is restructured, adding aspects of the inspection and certification process. Modified sections: introduction; definition of consulting; 4.7; 8.1; 8.2; 8.3; 8.4; 8.5; 9; 9.1; 9.2; 9.3; 9.4; 9.5; 9.6; 9.7; 12.4. All changes are identified in italics.

ANNEX 1: COMPLAINT/APPEAL/CONCERN/CLAIM FORM

Definitions:

a) **Complaint:** formal expression of dissatisfaction of any person or organization related to the activities of the conformity assessment body, e.g. behavior of a CU employee, CU methodology, or work performed under the contractual responsibility of a critical or outsourced office, where a response is expected.

b) **Appeal:** Formal request for reconsideration before a certification decision within a certification process, or request from the supplier of the object of evaluation of conformity to CU to reconsider a decision taken in relation to said object.

c) **Concern:** expression of dissatisfaction or concern of any person or organization with respect to a client certified by CU, which is not sufficiently substantiated to be classified as a complaint, but a response is expected.

d) ***Claim:*** *formal request for a financial settlement. Claims are not considered complaints or appeals.*

Procedure:

a) If you wish to submit a complaint/appeal/concern to Control Unión Peru, please use this form preferably.

b) For certain programs separate dispute protocols are in force as specified in the applicable contract: FSC, MSC, C.A.F.E Practices (see also specific organizations website).

c) An appeal can only be made against a certification decision of CU as per procedures described in the Terms of Contract. For that purpose this form can also be used.

d) We kindly request you to specify your complaint/appeal/concern as much as possible ("who, what, where, when") and provide any necessary documentation if applicable.

e) Complaints/appeals must be received by the Company within 6 (six) weeks after the event that gave rise to the complaint and/or the certification decision.

f) You can send this form with any attachments to our office in Lima, Peru (calidad.peru@controlunion.com, fax:00-511-7190410)

g) A CU person will confirm receipt of your complaint/appeal/concern within 10 days of receipt; and will inform you of the timeframe within which a decision will be issued.

h) The term for handling complaints is a maximum of 30 calendar days from receipt of the complaint; and for the appeal/concern, within 3 months of receipt of the appeal.

i) The resolution of the complaint/appeal/concern will be informed in writing.

j) Complaints/appeals/concerns that do not have enough information requested ("who, what, where, when") cannot be processed.

Specific cases

- For ASC: In case CU and the appellant cannot reach an agreement in terms of Union Control procedures, the appellant may present a complaint to the accreditation body ASI. The procedure is available at http://www.asi-assurance.org/s/disputes. In case of complaints related to ASC organization, its standards, etc., unrelated to the certification process, the ASC complaint procedure can be used on its website: http://www.asc-aqua.org or writing to disputes@asc-aqua.org; or to the following Mailing addresses: P.O. Box 19107, 3501 DC Utrecht, The Netherlands; Office address: HNK Utrecht Centraal, Arthur van Schendelstraat 650, 3511 MJ Utrecht, The Netherlands.

- For MSC: the term for the resolution of the appeal may be postponed until the objection process is completed in cases where the matter of the appeal is being considered through said process. For the resolution of the complaint it must be managed within a maximum period of 3 months; same that can be postponed until completing the objection process in cases in which the matter of the complaint is being considered through said process

- For Globalgap: in case CU and the appellant cannot reach an agreement in terms of the Control Union procedures, the appellant can direct his appeal to the GLOBALG.A.P Secretariat. Through the Incident/Claims Form of GLOBALG.A.P. available on the web www.globalgap.org.

Attachments may be used

Date	
Organisation name	
Name	
Address	
Telephone	
Fax	
e-mail	

COMPLAINT/APPEAL/CLAIM
Please specify your complaint/appeal as much as possible ("who, what, where, when") and provide any necessary documentation if applicable.

ANNEX 2: CONDITIONS FOR USE OF CU CERTIFICATION LOGO

Introduction:
This document describes the conditions concerning publication and use of certification/approval logos by customers of Control Union (the certificate-holder) with a valid certificate/compatibility letter.

a. When can be used the logo:

1. The certificate holder can only make use of the logo with respect to the current issued certificate, and will not make or allow any misleading statement related to the certification, and will not imply that the certification applies to activities that are outside the scope of certification.
2. The certificate holder can use the CU certification logo, to be requested at the local office (for a sample see below).
3. In the event that the validity of the certificate has expired, whatever the reason, the certificate holder must immediately discontinue the use and / or distribution of promotional material on which the logo is printed.

b. Where can be used the logo

1. The certificate-holder can use the certification-logos on letterheads, brochures and other promotion-material.
2. **For product certification:** CU logo can be used on the product, packaging, samples or any other declarations concerning a product, as long as customers comply with the requirements set out in this document and have a valid product certificate.
   - The logo can also be used on the secondary packaging, being understood as the designed to constitute a group of primary packages used only in order to protect them and to facilitate handling.
   - The use of CU certification logo on product labels or packaging must be approved by CU.
3. **For Quality Management System Certification (QMS):** certified projects **cannot** use the CU logo on products, packaging, samples or any other statement concerning the product.
4. It is not permitted that the logo is applied to laboratory test, calibration or inspection report, as such reports are deemed to be products in this context.

c. Characteristics of the logo:

1. The logo can be used in full color, as well as black and white.
2. The color codes for the CU logo are as follows:
   Gray: PMS 5497
   Blue: PMS 2985
   Black: Process black
3. It is allowed to reproduce the logo in any other size.
4. The logo may never be larger than the logo of the certified company in the same document.
5. The CU logo must always be reproduced in its entirety (in one piece).

d. Sanctions:

1. When the certificate-holder does not respect the conditions mentioned in the previous articles, the certification-holder will stop immediately, without delay, the use against which CU has objected.
2. Besides in case the customer does not comply the considerations mentioned in previous articles, CU can take all or any of the following measurements:
3. Suspension or withdrawal of the certificate
4. Publication of the non-compliance
5. Juridical procedures
6. The action taken is depending on the severity of the non-compliance, the results of the non-compliance, and if the non-compliance was made intentionally.
7. Irrespective of the measures taken as per Article d.1, the decision of Control Union Peru will in all cases be decisive.

Logo example: