

NZIDT Limited: Standard Terms of Business and Certification.

GENERAL TERMS

1. APPLICATION OF TERMS

- 1.1 These Terms apply to all Halal Verification Services supplied by NZIDT to the Customer. Any request received by NZIDT from the Customer for the supply of Halal Verification Services will constitute an offer by the Customer to acquire the Halal Verification Services on these Terms only.
- 1.2 All Halal Verification Services supplied by NZIDT to the Customer will be supplied on these Terms only. Unless expressly agreed by NZIDT in writing, these Terms take precedence over any other terms or conditions.

2. DEFINITIONS

Amount Owing means any amount owing by the Customer to NZIDT from time to time, under these Terms or any other agreement, including any interest payable by the Customer, any liability of the Customer and any enforcement costs incurred by NZIDT in seeking payment of any Amounts Owing;

Customer or **you** means the person that requested NZIDT to provide Halal Verification Services;

Customer Data means all information that the Customer provides to NZIDT in connection with or for the purposes of it providing the Halal Verification Services;

Estimated Price means an estimated Price for Halal Verification Services notified to the Customer by NZIDT in writing;

Event of Default means an event where: (a) any Amount Owing is overdue; (b) the Customer breaches these Terms or any other agreement with NZIDT; or (c) the Customer suffers an Insolvency Event;

Export Certificate means the certificate provided by NZIDT to the Customer from time to time in connection with any export consignment by the Customer of Halal Certified Products;

General Terms means the terms and conditions set out in this Part A of these Terms;

GST means tax chargeable under the GST Act;

GST Act means the Goods and Services Tax Act 1985;

Halal Certification means the certification awarded by NZIDT to a Customer that its Halal products have been manufactured and produced in accordance with the Halal Assurance Standards, each such certified product being a **Halal Certified Product**;

Halal Mark means the mark as further described in clause 12;

Halal Verification Services means the verification services to be provided by NZIDT to the Customer as set out in Appendix A to assist it with obtaining the

Halal Certification for the Halal products manufactured and produced by it from time to time;

Haram means any species or material from any species deemed to be forbidden, e.g., pig, dog, donkey, other wild animals, animals that live on both land and water, amphibians that are used as ingredients, additives or processing aids, where notified by OMAR, insects and their extracts; alcohol beverages and any other material that may cause intoxication

Intellectual Property means all present and future rights anywhere in the world resulting from intellectual activity in the industrial, scientific, literary or artistic fields, whether or not registered or capable of registration, including rights of or in connection with testing, inspection and certification methods, processing systems, procedures, know how, business information, laboratory results, working instructions, controlled documents, supporting documentation, confidential information, databases, domain names and any documentation generated by NZIDT in connection with the Halal Verification Services;

Insolvency Event means in respect of either party (other than for the purpose of solvent reconstruction or amalgamation): (a) a receiver, receiver and manager, liquidator, statutory manager, trustee, administrator, controller, inspector appointed under any companies or securities legislation, or similar official is appointed in respect of that party or any of its property, or any security over any substantial part of its assets is enforced; (b) the party ceases to carry on all or substantially all of its business, is unable to pay its debts when due, or is deemed unable to pay its debts under any law, or makes an assignment for the benefit of, or enters into or makes any arrangement or compromise with, that party's creditors or threatens to do so, or stops payments to its creditors generally; (c) the party is, becomes, or is deemed to be insolvent or bankrupt; (d) a distress, attachment or other execution is levied or enforced upon or commenced against any substantial part of its assets and is not stayed within 14 days; (e) any other event occurs or information becomes known to NZIDT, which in NZIDT's opinion, might materially affect the Customer's creditworthiness or its ability or willingness to comply with its obligations under these Terms or any other agreement with NZIDT; (f) anything having a similar effect to any of the events specified above happens under the law of any applicable jurisdiction; or (g) in the event that the party is an individual, anything having a similar effect to any of the events specified above happens in respect of that individual;

Liabilities includes all claims, actions, demands, proceedings, damages, fines, liabilities, compensation, losses, costs, charges, expenses and penalties, including: (a) property damage; (b) internal

time costs; (c) legal costs and expenses charged at the usual commercial rates of the relevant legal services provider; and (d) debt collection costs for recovery of any Amount Owing;

Licence Agreement has the meaning given to it in clause 12;

NZIDT means NZIDT Limited;

NZIDT Certification Mark means the mark as further described in clause 12.8;

OMAR means Overseas Market Access Requirements.

Order has the meaning given to it in clause 3.2;

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Personal Information has the meaning given to it in the Privacy Act 2020;

Price means the price and any other applicable charges for Halal Verification Services: (a) quoted by NZIDT to the Customer in writing; or (b) to the extent that no written quote is provided, calculated at NZIDT's then current standard charges for the relevant Halal Verification Services, available from NZIDT on request. Unless otherwise indicated in writing, all prices are exclusive of GST;

Related Company has the meaning given to that term in section 2(3) of the Companies Act 1993 (read as if the expression "company" in that section included any body corporate wherever incorporated or established);

Representative means any officer, employee, consultant, agent, contractor or subcontractor of a party; and

Terms means these Standard Terms of Business as amended by NZIDT from time to time in accordance with these Terms.

3. SERVICES

3.1 The Customer may submit a request to NZIDT to provide Halal Verification Services from time to time, in accordance with NZIDT's order processes advised to the Customer from time to time.

3.2 NZIDT may accept a request from the Customer for it to provide Halal Verification Services, in whole or in part, by: (a) delivering Halal Verification Services (in whole or in part); (b) issuing an invoice in respect of the applicable Halal Verification Services; or (c) otherwise confirming in writing that NZIDT will provide the Halal Verification Services. NZIDT may decline a request from the Customer to provide Halal Verification Services, in whole or in part, at NZIDT's discretion. A contract is made between the parties only on acceptance in writing by NZIDT of a request from the Customer for Halal Verification Services (**Order**).

4. PRICE

4.1 The Customer will pay NZIDT the Price for all Halal Verification Services supplied by NZIDT.

4.2 The Customer will pay NZIDT for each Export Certificate as outlined in Appendix C.

4.3 Unless expressly agreed otherwise by NZIDT, Prices and Estimated Prices are: (a) in New Zealand dollars; (b) exclusive of any applicable taxes and duties, including tax payable under the Goods and Services Tax Act 1985; (c) exclusive of reasonable out-of-pocket expenses and disbursements incurred by NZIDT in connection with the provision of the Halal Verification Services; and (d) exclusive of any freight and delivery costs to and from NZIDT's premises.

4.4 Any applicable reasonable out-of-pocket expenses and disbursements, taxes and/or freight and delivery costs are payable by the Customer in addition to the Price. The Customer will pay all Amounts Owing to NZIDT in full, without counterclaim, set off, withholding, deduction or claim of any other nature.

4.5 Any quotation provided by NZIDT is only valid for 30 days from the date of the quotation. NZIDT may withdraw any quotation before it is accepted by the Customer.

4.6 If NZIDT provides an Estimated Price for Halal Verification Services, NZIDT will use its reasonable endeavours to provide the relevant Halal Verification Services at the Estimated Price using resources reasonably available to NZIDT. However, any Estimated Price is indicative only. Without limiting the foregoing, an Estimated Price may be adjusted if the Halal Verification Services are more complex or time consuming than anticipated by NZIDT, a Force Majeure occurs which directly or indirectly affects the Estimated Price or there is a change in the scope, or timing of the provision of, the Halal Verification Services.

5. PAYMENT

5.1 As soon as practicable after the end of each month, NZIDT will submit an invoice to the Customer which sets out the Amount Owing for the provision of the Halal Verification Services in any previous month, including, at NZIDT's option, for Halal Verification Services that are not complete and are provided over a period of more than one month.

5.2 The Customer will pay all Amounts Owing on or before the 20th of the month following the date of NZIDT's invoice (unless expressly agreed otherwise in writing in respect of a particular Halal Verification Service).

5.3 If the Customer disputes all or any part of an invoice, the Customer must: (a) pay, by the due date, the undisputed portion of the disputed invoice; and (b) notify NZIDT of the dispute, including the grounds of dispute, with full supporting details.

5.4 Failure to notify NZIDT within 20 Business Days of the date of an invoice will constitute acceptance of that

- invoice and the Customer will have no further right to dispute such invoice.
- 5.5 If payment in full of all Amounts Owing is not made to NZIDT by the relevant due date the Customer will pay to NZIDT on demand default interest on any Amount Owing, at a rate of 5% per annum above NZIDT's bankers overdraft rate, calculated on a daily basis from the date payment is due until the date payment is received by NZIDT.
- 5.6 NZIDT may apply any payments received from or on behalf of the Customer in reduction of the Amount Owing in such order and manner as NZIDT thinks fit, despite any direction to the contrary and whether before or after the occurrence of an Event of Default.
6. **CUSTOMER RESPONSIBILITES**
- 6.1 The customer will make all necessary arrangements for the conduct of Halal audits, including provision for examining documentation and records, and access to the relevant locations, areas, equipment, personnel, and customer's contractors.
- 6.2 The customer will ensure that it has processes in place to investigate any complaint and take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification. Records of all complaints made in relation to compliance with Halal certification will be maintained, including actions taken in response to complaints. All records will be made available to NZIDT upon request.
- 6.3 The customer will allow the participation of observers in Halal audits, e.g., for the purpose of accreditation of NZIDT, complaint investigation, or auditor training.
- 6.4 The Customer will provide and arrange for the provision of all relevant information and assistance reasonably required by NZIDT to enable NZIDT to provide the Halal Verification Services. The Customer warrants that all information that it provides to NZIDT is complete, accurate and not misleading and acknowledges that, in the absence of manifest error, NZIDT will be entitled to rely on the accuracy and sufficiency of such information.
- 6.5 The Customer is responsible for: (a) arranging any transportation to NZIDT's nominated premises required for test samples and any other items required for the Halal Verification Services; (b) advising NZIDT of any specific testing, inspection or certification methods that the Customer requires NZIDT to follow when providing the Halal Verification Services (and any such specific methods are subject to NZIDT's written confirmation and approval); (c) complying with any reasonable requirements for test samples notified to the Customer by NZIDT from time to time; and (d) interpreting all test results as reported by NZIDT and, if applicable, determining whether to release, retest or reject the materials that the test results relate to.
- 6.6 The customer is responsible for always fulfilling certification requirements, including implementing appropriate changes when they are communicated by NZIDT.
- 6.7 The customer is responsible for ensuring that product from ongoing production continues to fulfil certification requirements.
- 6.8 The customer informs NZIDT, without delay, of changes that may affect its ability to confirm with the certification requirements.
- 6.9 The customer will allow NZIDT to carry out remote audits or hybrid audits (where part of the audit is conducted on site and part of the audit is conducted remotely) as required from time-to-time as a result of restrictions related to a Force Majeure.
- 6.10 The customer will allow NZIDT to carry out short notice audits that may be required from time-to-time, for example,
- To change scope at the company's request, e.g. addition of product or category, significant change to processing facilities or halal programme. The auditor will determine whether a special audit is required. In most cases, the special audit could be covered at a recertification audit or surveillance audit/periodic assessment.
 - Unannounced audits may be required if there are concerns about the on-going validity of Halal certification, or if required by the relevant Halal Assurance Standards or by the regulatory authorities of the Specified Markets.
 - Unscheduled audits may be required to follow-up on non-conformances, as the result of a significant event, or complaint. Unscheduled audits will be planned and communicated as per scheduled audits.
 - Investigative audits may be required to investigate customer complaints, in response to changes, or follow-up for suspended customers.
- 6.11 If the customer is unsatisfied with NZIDT services, they have the right to complain. An overview of the complaints handling process is on the NZIDT website. Upon receipt of a complaint the customer will be asked to complete a Complaints Form so that a formal review can be completed.
- 6.12 NZIDT may: (a) suspend or cancel further provision of Halal Verification Services to the Customer; (b) withdraw any certification issued to the Customer by NZIDT under these Terms (refer to clause 22) or any other agreement should the customer fail to meet obligations outlined.
7. **NZIDT RESPONSIBILITES**
- 7.1 NZIDT will: (a) use its reasonable skill, care and effort in providing the Halal Verification Services, using

- resources reasonably available to NZIDT; and (b) use reasonable industry standard methodology for the Halal Verification Services, where applicable.
- 7.2 NZIDT will use reasonable endeavours to provide the Halal Verification Services in accordance with any agreed timeframes, however, any such timeframes are indicative only.
- 7.3 NZIDT personnel, including committee members and any agents or Representatives of NZIDT, shall keep confidential all information obtained or created during the performance of certification activities, except as required by law or by the certification scheme.
8. **OCCUPATIONAL HEALTH AND SAFETY**
- 8.1 NZIDT shall at all times comply with its legal obligations for health and safety under the Health and Safety at Work Act 2015 (as may be amended from time to time) and any replacement legislation, and all regulations, rules, standards, approved codes of practice and any other applicable law relating to health and safety (Health and Safety Legislation.
- (a) NZIDT shall while performing its duties under this Agreement at the sites owned and/or operated by the Customer ensure that it and each of its Representatives comply with the safety rules policies and procedures operating at the sites, as advised by the Customer.
- (b) The Customer shall;
- (i) Ensure so far as is reasonably practicable, the health and safety of NZIDT Representatives in relation to any workplace under the Customer's supervision or control, in accordance with the Health and Safety at Work Act 2015;
- (ii) notify NZIDT of any known hazards to which NZIDT personnel may be exposed at any workplace under the Customer's management or control, and ensure that NZIDT is fully aware of any variations associated with the product or work, which may pose a risk to its premises, equipment, personnel, other materials or products;
- (iii) so far as is reasonably practicable, consult, co-operate with, and coordinate activities with NZIDT where health and safety duties are owed by both parties in relation to the same matter; and
- (iv) notify NZIDT of any Customer policies and procedures in relation to Health and Safety that need to be adhered to by its Representatives.
- (c) The Customer and NZIDT shall consult, cooperate and coordinate activities where the parties have shared health and safety duties under Health and Safety Legislation in relation to the same matter.
- (d) NZIDT shall notify the Customer in writing, as soon as practicable, of any accident, "near miss", or environmental incident that any of its Representatives cause or experience on the Customer's property.
9. **SAFETY PLAN**
- 9.1 Where Services are provided at sites owned and/or operated by the Customer NZIDT shall prepare a **Safety Plan** for the Services. The Safety Plan shall identify how NZIDT intends to manage health and safety matters in relation to the Services, including the identification of risks and control measures, emergency procedures, competency of Representatives, and procedures for reporting incidents.
- 9.2 The Customer may request a copy of the Safety Plan to review, comment, and offer suggestions to NZIDT.
- 9.3 NZIDT shall and shall ensure its Representatives comply, with the safety plan. NZIDT shall also review and if necessary, update the Safety Plan in any case;
- (a) Following any serious incident; and/or
- (b) At any time NZIDT or the Customer reasonably considers that new or increased risks or hazards have arisen in the provision of Services.
- 9.4 During the Term, the Customer may request any changes to Safety Plan that it considers are reasonably necessary to manage any new or increased risks or hazards. Where new or increased costs would be incurred by the requested change, NZIDT may seek an agreed variation to cover those costs.
10. **REPRESENTATIONS**
- 10.1 The customer may only make claims regarding the certification consistent with the scope of certification.
- 10.2 The customer may not use its product certification in such a manner as to bring NZIDT into disrepute and must not make any statement regarding its product certification that NZIDT may consider misleading or unauthorised.
- 10.3 If the customer provides copies of certification documents (e.g., Halal Licence) to others, the document must be reproduced in their entirety.

10.4 In referring to its product certification in communication media such as documents, brochures or advertising, the customer must comply with the requirements of NZIDT.

10.5 The Customer may not make any public reference to NZIDT or NZIDT's provision of the Halal Verification Services (**NZIDT Reference**), including on packaging or in any advertising or promotional material, without the prior written approval of NZIDT, which approval may be given or withheld in NZIDT's absolute discretion.

10.6 If NZIDT approves an NZIDT Reference, the NZIDT Reference used by the Customer must be strictly limited to the NZIDT Reference expressly agreed by NZIDT and any conditions attached to NZIDT's consent.

11. CUSTOMER INTELLECTUAL PROPERTY AND USE OF INFORMATION

11.1 NZIDT acknowledges that, notwithstanding any other provision of these Terms, the Customer (or its licensors) owns all Intellectual Property rights in any information or data provided by the Customer to NZIDT and nothing in these Terms is intended to transfer any such Intellectual Property rights to NZIDT.

11.2 The Customer grants NZIDT and any Related Company or Representative of NZIDT a non-exclusive, royalty free licence, during the Term, to use any of the Customer's Intellectual Property obtained by, or disclosed to, NZIDT: (a) for the provision of the Halal Verification Services; (b) for the purpose of improving the Halal Verification Services; and (c) for analytical purposes, provided that information relating to the Customer will only be disclosed to a third party for analytical purposes in an anonymised and/or aggregated form. You warrant that you have the right to grant the licence set out in this clause 11.2 and indemnify NZIDT for any costs, expenses or liabilities suffered or incurred by NZIDT as a result of a breach of this warranty.

11.3 All Intellectual Property rights and all information and data generated or developed by or on behalf of NZIDT in connection with the Halal Verification Services, will automatically vest in NZIDT and, except as expressly set out in these Terms, the Customer will not obtain any rights or interests in such Intellectual Property rights.

11.4 The Customer authorises NZIDT to collect, use, disclose and retain information, including personal information (as defined in the Privacy Act 2020) about the Customer, its Representatives and End Users for the purpose of (as applicable), providing the Halal Verification Services, assessing the Customer's creditworthiness and enforcing any payment obligations under these Terms. This may include NZIDT sharing such Personal Information with credit reporting and debt recovery agencies and with third party services providers. Credit reporting and debt collection agencies may retain such Personal Information, including default information, and use it to provide their services (which may include the disclosure of Personal

Information to other customers). Individuals have the right to access and request correction of their Personal Information by contacting NZIDT. For the avoidance of doubt, nothing in this clause shall limit or override the obligations of NZIDT to keep the Customer's information confidential, including any obligations contained in any separate confidentiality agreement, whether signed before or after execution of this Agreement.

11.5 We may transfer information, including Personal Information, outside New Zealand, including for storage purposes or where our service providers are located overseas.

11.6 If you provide NZIDT with any Personal Information about a third party, you confirm that you have the authorisation of the relevant individual to disclose their Personal Information to NZIDT, and to authorise NZIDT to use such information, in accordance with this section 9 and have notified any such individual of their rights to access and request correction of their Personal Information. NZIDT may retain a copy of all requests for Halal Verification Services, results and supporting documents for auditing and accreditation purposes.

12. HALAL MARK

12.1 New Zealand Halal Mark

12.2 The New Zealand Halal Mark is a generic mark that may be used by the Customer to differentiate Halal products from non-Halal products.

Notwithstanding any other provisions of these Terms, the Halal Mark shall only be used by the Customer for those products produced or manufactured by it which met the Halal Certification requirements.

12.3 If the Customer is permitted to use the Halal Mark in accordance with these Terms, it must also be in accordance with the specifications set down in the relevant Animal Products Notice.

An example of the Halal Mark to be used by the Customer in accordance with these Terms is set out below.



12.4 The size and orientation of the halal mark is to be determined by the operator or exporter and must be legible on the outer packaging. The Halal Mark may be pre-printed on product packaging or applied as an adhesive sticker.

12.5 The Halal Mark must only be applied by the Customer to those Halal Products that have received Halal Certification. The Mark can be applied directly on to product (i.e. a carcass surface) or the product

- packaging. The Halal mark must not be applied to non-halal product.
- 12.6 If the New Zealand Halal Mark is committed to packaging and Halal Certification is lost, any affected product must be recalled from distribution, downgraded to non-Halal, or destroyed.
- 12.7 For the avoidance of doubt, where possible, Halal product that has lost its eligibility (i.e. has become non-Halal) should be positively identified in some way. Some companies choose to have the words "Non-Halal" or "NH" marked on the product, label, or product packaging. NZIDT may request written confirmation from the Customer that all affected products have been fully recalled by the Customer or otherwise dealt with in accordance with this clause 12.
- 12.8 **Permitted use of the NZIDT Certification Mark**
- 12.9 The NZIDT Certification Mark may be used by customers where required to meet OMAR requirements, e.g., Malaysia. An example of the NZIDT Certification Mark is given below.



- 12.10 The NZIDT Certification Mark can only be used on Packaging.
- 12.11 The NZIDT Certification Mark cannot be used for other purposes, such as Marketing and Promotion material.
- 12.12 Licensing for use of the NZIDT Certification Mark is confirmed once both parties have signed this service agreement. Specifications for the use of the NZIDT Certification Mark are shown in Appendix B, attached.
- 12.13 **Misuse of Halal Marks**
- 12.14 Incorrect references in documents, or other publicity, to the certification scheme, or misleading use of licenses, certificates marks or other mechanisms for indicating product is certified, including intentional misuse, misrepresentation or unauthorized use of the Halal Mark is a serious offence. Any evidence of this must be brought to the attention of the General Manager and Certification Committee immediately and corrective actions must be taken to rectify the situation.
- 12.15 Additional actions could include the suspension of a customer's Halal certification until the matter is resolved. Further action may be taken to recall product and have it re-graded or destroyed.
- 12.16 The client must be notified in writing of the event and the NZIDT decision immediately to correct and prevent any continued misuse or misrepresentation.

- 12.17 If certification is suspended, withdrawn, or terminated, the customer must discontinue its use of all advertising material that contains any reference to Halal certification, and takes any action required by the Halal certification scheme, e.g. return of certification documents

13. **Accreditation Bodies Logo Usage Condition**

The following reference shall be applied for the use of the accreditation bodies logo:

- (a) **HAK** – Guideline: Use and Traceability Guideline for the official HAK Logo and HAK Halal Accreditation Mark (AKR-Rh-005-Rv00)
- (b) **GSO** - Policy on the Use of the GAC logo, GAC endorsement and references to accreditation (TN 6.0: GAC Technical Note 6)
- (c) **JASANZ** – Accreditation Manual v4.0: Use of the JASANZ Accreditation Symbol

14. **EVENT OF DEFAULT AND TERMINATION**

- 14.1 If an Event of Default occurs, any Amount Owing will become immediately due and payable and NZIDT may: (a) suspend or cancel further provision of Halal Verification Services to the Customer; (b) without any prior notice or demand, set-off any of its own outstanding liabilities to the Customer to reduce any payment due or to become due by the Customer to NZIDT; and (c) withdraw any certification issued to the Customer by NZIDT under these Terms (refer to clause 22) or any other agreement.
- 14.2 Either party may terminate these Terms at any time if there are no outstanding Halal Verification Services to be provided under Orders by NZIDT by providing written notice to the other party.
- 14.3 Either party may suspend or terminate this Agreement by written notice to the other party if an event or circumstance occurs which is beyond its control and prevents it from performing its obligations (other than payment obligations) under this Agreement and the event or circumstance cannot be rectified within 15 Business Days of the occurrence.

15. **LIABILITY**

- 15.1 To the extent permitted by law, the maximum aggregate liability of NZIDT for an claim arising under or in connection with these Terms and/or the Customer's use of (or inability to use) any Halal Verification Services, whether in tort (including negligence), contract, statute or otherwise, is limited, at the option of NZIDT, to: (a) resupplying the Halal Verification Services that gave rise to the claim; or (b) crediting or repaying the Customer the lesser of \$5,000 and the Price paid by the Customer for the Halal Verification Services that gave rise to the claim in the 12 months preceding the date of the Customer's notice of the claim to NZIDT.
- 15.2 NZIDT will not be liable under or in connection with these Terms or the provision of the Halal Verification

- Services, whether in tort (including negligence), contract, statute or otherwise, for any loss of profits, loss of samples, loss of Data, or consequential, indirect or special loss or damage of any kind.
- 15.3 The Customer indemnifies NZIDT and its Representatives upon demand, for all Liabilities incurred by NZIDT and/or its Representatives in connection with the provision of the Halal Verification Services as a result, whether directly or indirectly, of: (a) an act or omission of the Customer which gives rise to an Event of Default, including a breach of clause 10; (b) a claim or investigation by a regulatory body or other third party, or any statutory obligation, court order or compulsory process, that relates to the Customer; and/or (c) damage to or loss of NZIDT's property while in the possession or control of the Customer.
- 15.4 All warranties, representations, statements, terms or conditions, whether implied by statute or made by any representative or agent of NZIDT or otherwise, and whether express or implied, are excluded to the maximum extent permitted by law.
- 15.5 NZIDT will not be liable to the Customer for any failure or delay in the performance of Halal Verification Services, where such failure or delay is caused by events or circumstances beyond the control of NZIDT.
- 15.6 In the event of a dispute, the Customer must pay for the Halal Verification Services and then settle any claim with NZIDT.
- 15.7 The Customer may not make a claim against NZIDT under or in connection with the Halal Verification Services unless the Customer notifies NZIDT of the claim as soon as reasonably practicable, and in any event not more than 12 months after the Customer becomes aware of the matter, information, event or circumstance giving rise to, or the subject of, the claim.
16. **FAIR TRADING ACT AND CONSUMER GUARANTEES ACT**
- 16.1 The parties agree that, for the purposes of section 5D of the Fair Trading Act 1986 (FTA): (a) to the extent permitted by law, in respect of all matters under or in connection with these Terms, the parties are contracting out of sections 9, 12A and 13 of the FTA; (b) the parties have each had an opportunity to receive advice from a lawyer prior to contracting on these Terms; and (c) it is fair and reasonable for the parties to be bound by this clause.
- 16.2 The Customer acknowledges that the Halal Verification Services are not "consumer" services for the purposes of the Consumer Guarantees Act 1993 (CGA) and accordingly, the CGA does not apply to the Halal Verification Services.
17. **NOTICES**
- 17.1 Notices or other communications given by one party to the other in connection with these Terms must be in writing and sent by personal delivery, post or electronic mail to the address of the relevant party as notified to the other party from time to time.
- 17.2 Any notice or other communication is deemed to be received and sufficiently served if: (a) personally delivered, on receipt; (b) posted by pre-paid official postal service, on the fifth working day after posting; and (c) if sent by electronic mail, on successful transmission or, if dispatched after 5.00 pm (in New Zealand), on the next Business Day after dispatch.
18. **GENERAL**
- 18.1 Subject to clause 11, each party agrees to keep the terms of these Terms and any information acquired by them pursuant to these Terms confidential, except: (a) as is agreed in writing between the Customer and NZIDT and, in such case, strictly limited to the terms agreed and any conditions attached to such agreement; (b) to its directors, officers, employees, agents, contractors or representatives, insurers and professional advisers to the extent necessary to obtain the benefit of, or to properly perform its obligations, under these Terms; (c) as required by an applicable law, after first consulting with the other party to the extent practicable about the form and content of the disclosure; (d) where disclosure is by NZIDT to a Related Company; or (e) where information is already in the public domain, other than as a result of a breach of this clause 18.1.
- 18.2 NZIDT may amend these Terms at any time by providing an updated version to the Customer, including on NZIDT's invoices. Any request for Halal Verification Services from the Customer after such notice will be deemed to be acceptance by the Customer of the updated Terms.
- 18.3 The acts and omissions of the Customer's Representatives and End Users will be deemed to be the acts and omissions of the Customer.
- 18.4 Any variation of these Terms must be in writing and signed by NZIDT.
- 18.5 NZIDT may sub-contract part or all of the Halal Verification Services, provided that, notwithstanding such sub-contract, NZIDT will remain solely responsible for all obligations under this Agreement.
- 18.6 A handling fee to cover reasonable administration and courier fees will be payable by the Customer, in addition to the other Fees and Charges, in respect of any Halal Verification Services that are sub-contracted by NZIDT on request from the Customer.
- 18.7 The Customer may not assign its rights or obligations under or in connection with these Terms without the prior written consent of NZIDT.
- 18.8 The rights, powers, remedies and limitations provided for in these Terms are in addition to, and do not limit or exclude (or otherwise adversely affect), any other right, power, remedy or limitation provided to NZIDT in these Terms or by law.

- 18.9 These Terms, and any variation to these Terms expressly agreed in writing by NZIDT, constitute the entire agreement of the parties concerning the subject matter of these Terms, and supersede and cancel any previous representations, agreements, understandings or arrangements (whether written or oral) between the parties.
- 18.10 The relationship of NZIDT (including its Representatives and permitted assigns) to the Customer is that of an independent supplier to its customer. Except as expressly provided in these Terms, nothing in these Terms is intended to constitute a relationship of employment, trust, agency, joint venture, partnership or any other fiduciary relationship between the parties. No party has authority to bind or incur debts on behalf of the other party.
- 18.11 A waiver by NZIDT of any breach of these Terms or any right, power or remedy under, or in connection with, these Terms (including a right of termination) is not effective unless that waiver is in writing and is signed by NZIDT.
- 18.12 If any provision of these Terms is illegal, invalid or unenforceable then: (a) where that provision can be modified to give it a valid and enforceable operation of a partial nature, it must be modified to the minimum extent necessary to achieve that result; and (b) in any other case the provision must be severed from these Terms, in which event the remaining provisions of these Terms operate as if the severed provision had not been included.
- 18.13 Termination of these Terms or any Order will not affect any provisions of these Terms which are expressed to, or by implication are intended to, survive termination of these Terms or an Order.
- 18.14 For the purposes of Part 2, Subpart 1 (Contractual Privity) of the Contract and Commercial Law Act 2017: (a) NZIDT can enforce its rights under these Terms even if NZIDT has not signed these Terms; and (b) references in these Terms to NZIDT's Representatives and Related Companies are intended to confer a benefit on such Representatives and Related Companies and be enforceable by them.
- 18.15 In these Terms: (a) headings are for convenience only and do not affect interpretation; (b) a reference to a statute is a reference to a New Zealand statute and includes all regulations under and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated; (c) a word importing the singular includes the plural and vice versa; (d) the word person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust or government agency, in each case, whether or not having a separate legal personality; (e) a reference to a party is a reference to a party to these Terms; (f) a reference to a party to these Terms or another document includes that party's successors and permitted assigns and substitutes; (g) references to "including" shall be construed as "including, without limitation"; and (h) these Terms must not be construed adversely to a party just because that party prepared them or caused them to be prepared.
- 18.16 In these Terms, any reference to "writing" or "notice" includes email (and any other permanent record by electronic means) and where execution of these Terms or any document referred to in these Terms is required, the parties authorise execution by electronic means in accordance with Part 4 (Electronic Transactions) of the Contract and Commercial Law Act 2017.
- 18.17 These Terms are governed by and construed in accordance with New Zealand law and the parties hereby submit to the exclusive jurisdiction of the courts of New Zealand.

Appendix A: Halal Verification and Certification Services

For the purposes of this Appendix A, unless the context otherwise requires:

“**Audit Services**” means the services set out in clause 4 of this Appendix A;

“**Audit Visit**” means the visit by an Auditor to a Site for the purpose of auditing that Site’s adherence to the relevant Halal Assurance Standard(s);

“**Auditor**” means an employee of, or contractor to, NZIDT, appointed by NZIDT to provide the Audit Services;

“**Halal Certificate**” means a document (including any electronic document) issued by NZIDT attesting that a specific consignment of Halal Products was produced in accordance with the relevant Halal Notice, and which is accepted by the regulatory authority in the relevant Specified Market to which that consignment is exported as proof that the products are Halal;

“**Halal Assurance Standards**” means the standards set out in clause 1 of this Appendix A;

“**Halal Products**” means all products and by-products with Halal Certification which are designated by the Customer for export to the Specified Markets;

“**Site**” means any premises, location, building or property owned or occupied by the Customer from which it produces or manufactures Halal Products; and

“**Specified Markets**” means all Halal markets to which the Customer exports the Halal Products.

1. HALAL ASSURANCE STANDARDS

1.1 NZIDT certifies against a range of Assurance Standards, including:

- (a) Animal Products Notice: General Export Requirements for Halal Animal Material and Halal Animal Products
- (b) Animal Products Notice: General Export Requirements for Halal Dairy Material and Halal Dairy Products
- (c) GSO Halal Standards
- (d) UAES Halal Standards
- (e) OIC/SMIIC Standards

The Company must refer to the NZIDT Halal Guidance Document for any areas not specifically covered by the standards above.

1.2 Products that are not covered by the requirements of the Assurance Standards described in 1.1 above must meet the requirements of the NZIDT Halal Guidance Document.

2. HALAL EXPORT CERTIFICATES

2.1 NZIDT will maintain an efficient and credible service for the issuing of Export Certificates that will:

- (a) allow the Customer to request, and be issued (if applicable), Halal Export Certificates for the Halal Products to be exported to the Specified Markets; and
- (b) ensure such Halal Export Certificates are provided by NZIDT in an accurate and timely fashion.

2.2 Without limiting clause 2.1, NZIDT will:

- (a) use reasonable endeavours to maintain a central office to manage, process and verify requests for Halal Export Certificates;
- (b) issue, at the reasonable request of the Customer, Halal Export Certificates for any Halal Products produced by the relevant Site, provided that the site had a valid Halal Premises Certification at the time of processing or manufacture.
- (c) use reasonable endeavours to ensure that the Halal Export Certificates are issued in a form which is acceptable to the Specified Market to which the consignment covered by the Halal Export Certificate is to be exported; and
- (d) use reasonable endeavours to maintain an up to date register accurately recording the details of all Halal Export Certificates issued, cancelled and re-issued by it from time to time (including the reasons for any cancellation and/or re-issue).

3. RELATED SERVICES

3.1 NZIDT shall, upon the reasonable request of the Customer (and at the Customer’s expense), participate in visits by any overseas Halal authorities.

3.2 NZIDT will use reasonable endeavours to:

- (a) monitor the relevant Halal Assurance Standards required by the regulatory authorities of the Specified Markets; and
- (b) advise the Customer as soon as possible should it become aware of any proposed or actual changes to the Halal Assurance Standards required by the regulatory authorities of the Specified Markets.

3.3 The parties may agree in writing from time to time for NZIDT to provide any additional services to the Customer in connection with the arrangements contemplated by these Terms.

3.4 NZIDT may, from time-to-time, require samples to be tested for alcohol or Haram species. This testing will be charged to the company.

4. **AUDIT SERVICES**

- 4.1 NZIDT will, as part of any Audit Visit, use reasonable endeavours to monitor the manufacturing processes carried out by the Customer on the Site. NZIDT will ensure that its Auditors will, at all times, exercise due care and diligence in providing the audit services.
- 4.2 NZIDT's Auditor(s) shall undertake Audit Visits of the Site from time to time at the intervals agreed in writing between the parties to ensure that any manufacturing and production processes carried out by the Customer on the Site comply with the Halal Assurance Standards.
- 4.3 NZIDT will use reasonable endeavours to ensure that the Audit Visits do not cause any unreasonable disruption to the normal operations of the Customer on the Site.
- 4.4 In conducting any Audit Visit:
- (a) the Auditor shall report to management of the Customer at the relevant Site at the commencement and end of each Audit Visit;
 - (b) the Auditor shall inspect the labelling of non-Halal products to ensure there is no chance of contact or cross-contamination between Halal and non-Halal products; and
 - (c) the Auditor will forward the completed Audit Report to the Customer's relationship manager as soon as practicable, but in any event within 10 working days, after the date of the relevant Audit Visit.
- 4.5 Where a Site operates multiple production or manufacturing shifts, the audit by NZIDT of one or more shifts at the Site within any 48-hour period will be deemed to be a single Audit Visit.

5. **Processes for granting, refusing, maintaining, renewing, suspending, restoring or withdrawing certification or expanding or reducing the scope of certification**

- 5.1 Details of processes for granting, refusing, maintaining, renewing, suspending, restoring or withdrawing certification or expanding or reducing the scope of certification will be made available upon request.
- 5.2 The following generally describes the process for granting certification:
- (a) Halal auditor completes audit
 - (b) Auditee completes any necessary corrective actions to close non-conformances.
 - (c) A recommendation is made by the auditor to grant certification.
 - (d) The NZIDT Technical Manager will complete a review of the audit process

- (e) A certification committee made up of people who were not part of the audit will assess the audit findings and make the decision to grant or refuse certification.

5.3 The company is responsible for ongoing maintenance of Halal systems, which will be checked at defined frequencies by NZIDT auditor(s). Failure to uphold the Halal requirements could result in a recommendation being made by the auditor to suspend certification. This decision would be made by the Certification Committee.

5.4 Restoration of certification is dependent upon the company completed any necessary corrective actions to the satisfaction of the NZIDT auditor. Decisions to restore are made by the Certification Committee.

5.5 Withdrawal of certification may occur in extreme circumstances where the company is unable or unwilling to complete required corrective actions, and/or the nature of the issue is such that there is a significant risk to the standard owner.

5.6 In the case of suspension or withdrawal of certification:

- (a) The Customer must provide evidence that they have taken necessary steps to notify authorities, accreditation bodies, regulatory authorities of Specified Markets and known stakeholders.
- (b) NZIDT shall have the right to take independent action (e.g. informing authorities, accreditation bodies, regulatory authorities of Specified Markets and known stakeholders). In taking appropriate action, the confidentiality requirements of 7.3 relating to the customer shall be respected.
- (c) NZIDT shall make all necessary modifications to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure it provides no indication that the product continues to be certified.

NZIDT Impartiality Statement

At NZIDT Holding Limited, we are committed to upholding the highest standards of impartiality in all our certification processes. Our dedication to impartiality ensures that our certification decisions are based solely on objective evidence and are free from any undue influence or bias.

To maintain impartiality, NZIDT has established Impartiality Committees comprising stakeholders from diverse sectors. These committees oversee and safeguard the impartiality of our certification activities, ensuring fairness and transparency in every step of the process.

Our employees are bound by strict principles outlined in our Impartiality Declaration, which mandates them to act with integrity, honesty, and independence at all times. They are dedicated to upholding Islamic Work Ethics and are committed to disclosing any potential conflicts of interest that may arise.

Furthermore, we encourage a culture of openness and accountability, where any concerns regarding impartiality are promptly addressed and investigated. Our commitment to impartiality extends to maintaining the confidentiality of all information obtained during the certification process, unless required by regulatory or standard owner requirements.

At NZIDT, we recognize that impartiality is fundamental to the integrity and credibility of our certification services. We strive to continuously uphold and strengthen our impartiality practices to ensure the trust and confidence of our clients and stakeholders.