CODE OF PRACTICE

G01/L2

PUPLICLY ACCESSIBLE INFORMATION

This document has released on behalf Mr. Yasser Farouk Moustafa

is the Managing Director _____

on March 25,2024 at _____

to hand _____

[This is an official document of BRILLIANT Certification; The printed copy of this document shall be treated as UNCONTROLLED.]

CODE OF PRACTICE

PUPLICLY ACCESSIBLE INFORMATION

1. INTRODUCTION

These Codes of Practice have been structured in accordance with the requirement of the accreditation body whose accreditation BRILLIANT Certification Services currently holds.

2. ▲SCOPE

The BRILLIANT CERTIFICATION provides services to companies or organizations (each a "Client"), which include:

a. Quality management systems certification in accordance with international standard ISO 9001
b. Environment management system certification in accordance with international standard ISO 14001
c. Food safety management system certification in accordance with international standard ISO 22000; and
d. Occupational health and safety management system certification in accordance with international standard OHSAS 18001/ ISO/IEC 45001 .
e. ▲ Medical devices — Quality management systems — Requirements for regulatory purposes ISO 13485.
f. ▲ Energy management systems — Requirements with guidance for use.
g. ▲ **FSSC 22000 Certification**

The services of the BRILLIANT CERTIFICATION may, at its absolute discretion, be fulfilled by the BRILLIANT CERTIFICATION itself, by its own employees or by the BRILLIANT CERTIFICATION entrusting them to some sub-contracted individuals.

3. CONFIDENTIALITY

The BRILLIANT CERTIFICATION maintains confidentiality at all levels of its organization concerning information obtained in the course of its business. No information will be disclosed to any third party unless in response to a legal process or if it is required by an accreditation body after providing the Client with a copy of such a process or requirement.

4. ORGANIZATIONAL CHART

A copy of the organizational chart of the BRILLIANT CERTIFICATION, showing the responsibility and reporting structure of the organization is available on request.

5. GENERAL CONDITIONS

In order to obtain and retain certification, the Client shall comply with the following procedures and rules:

a. The Client shall make available to the BRILLIANT

It is the responsibility of applicants to satisfy themselves that the proposed scope of registration meets their requirements. The applicant shall also determine which accredited registration or combination of accredited registrations is required

b. The BRILLIANT CERTIFICATION, if not satisfied that all certification requirements are met, shall inform the Client of those aspects in which the application has failed;

c. When the Client can show that is has taken remedial action within the time limit agreed to meet all the requirements, the BRILLIANT CERTIFICATION will arrange, at additional cost to the Client, to repeat only the necessary parts of the assessment;

d. If the Client fails to take acceptable remedial action within the specified time limit, it may be necessary for the BRILLIANT CERTIFICATION, at additional cost, to repeat the assessment in full; and

e. Identification of conformity shall refer only to the sites or products assessed as specified in the Certificate and Assessment Schedule or other attachment which may accompany the Certificate.

6. ▲APPLICATION

On receipt a Questionnaire/Application form from the client by any milling communication methods (email/fax, Hand ,…etc.) to our Fax no. +202-38518953 or our official info@brilliantcert.com it immediately passed by the Financial Manager to The Operations Manager who review the main information gathered on the client organization within two working days from reception. The Operations Manager will forward the acceptable signed Questionnaire/Application form to the Certification Manager who will complete all required fields in Calculation Sheet based on the gathered information from the acceptable signed Questionnaire/Application form within two working days then pass to the Financial Manager to estimate the certification fee depending on BRILLIANT's Fee Structure Certification.

7. ▲CERTIFICATION

The process of certification normally involves a Stage 1 audit of the company's management system and a subsequent Stage 2 audit of the implementation of that system. Application by a company for both a Stage 1 and Stage 2 audit shall be made to BRILLIANT in such a manner as BRILLIANT may from time to time

An application shall be submitted, on the prescribed form, for all addresses from which activities within the company's proposed scope of registration are arranged or carried out. These regulations apply to all such addresses with equal validity.

Initial audit Fees.

An initial fee shall be payable in respect of the application. This fee, or appropriate part fee plus direct debit mandate, shall accompany the application form. The fee covers the administrative cost of processing the application and of undertaking the Stage 1 and Stage 2 audits of the company's MS. Any additional work associated with either audit (e.g.: visits to additional addresses or to further audit the MS) will incur the payment of Supplementary Fees.

Stage 1 audit

An applicant shall permit BRILLIANT, by such auditors and experts as it may appoint for the purpose, to audit the company's MS for the time in being. The company shall have the right to raise an objection to the composition of the audit team, providing grounds for such objection. BRILLIANT shall not unreasonably disregard the grounds for objection. The applicant shall provide appropriate facilities for such purpose, including office accommodation, and all supporting documentation sought by the auditors. The company's management representative, or his deputy, shall be present, or available, throughout the Stage 1

audit. Where a management consultant is also present, the applicant shall ensure that the consultant does not attempt to influence the course or outcome of the Stage 1 or Stage 2 audit. A senior executive of the company shall attend the Stage 1 opening and closing meetings. If the Stage 1 audit indicates that the client's application should proceed, a Stage 2 audit is arranged.

▲ Stage 2 audit

An applicant shall permit BRILLIANT, by such auditors and experts as it may appoint for the purpose, to assess the compliance of the company's management system against the requirements of the relevant standard. The company shall have the right to raise an objection to the composition of the audit team, providing grounds for such objection. BRILLIANT shall not unreasonably disregard the grounds for objection. The applicant shall provide unrestricted access to those parts of his business, premises and supporting documents covered by the proposed scope of registration. Office accommodation shall be made available for the duration of the Stage 2 audit, and the company's management representative, or his deputy, shall be present throughout that Stage 2 audit. A senior executive of the company shall attend the opening and closing meetings. In general, the interval between a stage 1 and a stage 2 audit should never exceed 45 days. Where more time has elapsed, the auditor shall determine the continuing validity of the stage 1 findings with consideration to organizational and system changes as well as the potential need for another stage 1 audit.

Non-conformities and Corrective action

The level of non-conformity assigned by an auditor against a requirement of the Standard is an objective judgment with respect to severity and risk and is based on evidence collected and observations made during the audit. This is verified by Brilliant's management. Audit report will remain the property of the company commissioning the audit and will not be released, in whole or part, to a third party unless the company has given prior consent (unless otherwise required by law).

There are two levels of non-conformity:

Major – where there is a substantial failure to meet the requirements of or any clause of the Standard or a situation is identified which would, on the basis of available objective evidence, raise significant doubt as to the conformity of the quality/environmental impacts/hazards/food safety.

▲ When classifying nonconformities for ISO 50001, the definition of major nonconformity for EnMS will be used by the auditor which is :

major nonconformity

<energy management system> nonconformity that affects the capability of the management system to achieve the intended results

— audit evidence that energy performance improvement was not achieved;

— a significant doubt that effective process control is in place;

— a number of minor nonconformities associated with the same requirements or issue could demonstrate a systemic failure and thus constitute a major nonconformity.

Minor – where absolute compliance to the requirements of or any clause of the Standard or a situation has not been met, but on the basis of objective evidences the conformity of the quality/environmental impacts/hazards. And/or where a clause has not been fully met but, on the basis of objective evidence, the conformity of the quality/environmental impacts/hazards/food safety are not in doubt.

▲ For FSSC 22000 Certification

In accordance with the definitions in the Scheme and as defined below, Brilliant Certification is required to apply these criteria as a reference against which to determine the level of nonconformities for findings. There are three nonconformity grading levels:

1- Minor nonconformity;
2- Major nonconformity;
3- Critical nonconformity.

Nonconformities shall always be written to the most relevant Scheme requirement linked to the specific audit criteria in ISO 22000:2018; the specified PRP standard or the FSSC 22000 Additional Requirement.

Nonconformities raised at a Head Office audit are assumed to have an impact on the equivalent procedures applicable to all sites. Corrective actions shall therefore address issues of communication across the certified sites and appropriate actions for impacted sites. Such nonconformities and corrective actions shall be clearly identified in the relevant section of the site audit report and shall be cleared in accordance with Brilliant Certification procedures before issuing the site certificate or completing the certification decision.

The Scheme does not allow "Opportunities for Improvement".

1- **A Minor** nonconformity shall be issued when the finding does not affect the capability of the management system to achieve the intended results:

a) The organization shall provide Brilliant Certification with objective evidence of the correction, evidence of an investigation into causative factors, exposed risks, and the proposed corrective action plan (CAP);
b) Brilliant Certification shall review the corrective action plan and the evidence of correction and approve it when acceptable. Brilliant Certification approval shall be completed within 28 calendar days after the last day of the audit. Exceeding this timeframe shall result in a suspension of the certificate, or in the case of an initial audit, the Stage 2 audit shall be repeated within maximum 6 months of the last day of the previous Stage 2 audit;
c) Corrective action(s) (CA) shall be implemented by the organization within the timeframe agreed with Brilliant Certification;
d) The effectiveness of implementation of the corrective action plan shall be reviewed, at the latest, at the next scheduled audit. Failure to address a minor nonconformity from the previous audit could lead to a major nonconformity being raised at the next scheduled audit

A Major nonconformity shall be issued when the finding affects the capability of the management system to achieve the intended results. or a legislative noncompliance linked to quality:

1. The organization shall provide Brilliant Certification with objective evidence of an investigation into causative factors, exposed risks, and evidence of effective implementation;
2. Brilliant Certification shall review the corrective action plan and conduct an on-site follow-up audit to verify the implementation of the CA to close the major nonconformity. In cases where documentary evidence is sufficient to close out the major nonconformity, Brilliant Certification may decide to perform a desk review. This follow-up shall be done within 28 calendar days from the last day of the audit;

3. The major nonconformity shall be closed by the CB within 28 calendar days from the last day of the audit. When the major cannot be closed in this timeframe, the certificate shall be suspended;
4. Where completion of corrective actions might take more time in specific instances, the CAP shall include any temporary measures or controls necessary to mitigate the risk until the permanent corrective action is implemented. Supporting evidence of the temporary measures or controls shall be submitted to Brilliant Certification for review and acceptance within 28 calendar days from the last day of the audit.
5. If a major non-conformity is raised at the Stage 2 audit, the nonconformity shall be closed by Brilliant Certification within 28 calendar days from the last day of the audit. Where completion of corrective actions might take more time, the Corrective Action Plan (CAP) shall include the temporary measures or controls necessary to mitigate the risk until the permanent corrective action is implemented. Evidence of these temporary measures shall be submitted and accepted by Brilliant Certification within 28 calendar days from the last day of the audit. Based on this information, a certification decision shall be taken. In addition, where temporary measures are accepted, Brilliant Certification shall agree a suitable timeframe with the organization, to verify the effective implementation of the permanent corrective action, but not later than 6 months after the last day of the audit. In any event, where the 28 calendar days after the last day of the audit is exceeded e.g., not closing the major nonconformity or non-acceptance of the evidence of the temporary measures, the full Stage 2 audit shall be repeated.If a major non-conformity is raised at the Stage 2 audit, the nonconformity shall be closed by Brilliant Certification within 28 calendar days from the last day of the audit. Where completion of corrective actions might take more time, the Corrective Action Plan (CAP) shall include the temporary measures or controls necessary to mitigate the risk until the permanent corrective action is implemented. Evidence of these temporary measures shall be submitted and accepted by Brilliant Certification within 28 calendar days from the last day of the audit. Based on this information, a certification decision shall be taken. In addition, where temporary measures are accepted, Brilliant Certification shall agree a suitable timeframe with the organization, to verify the effective implementation of the permanent corrective action, but not later than 6 months after the last day of the audit. In any event, where the 28 calendar days after the last day of the audit is exceeded e.g., not closing the major nonconformity or non-acceptance of the evidence of the temporary measures, the full Stage 2 audit shall be repeated.

A Critical nonconformity is issued when there is a significant failure in the management system, a situation with direct adverse food safety impact and no appropriate action is being observed or when food safety legality and/or certification integrity is at stake.

1. When a critical nonconformity is raised at a certified organization the certificate shall be suspended within 3 working days of being issued, for a maximum period of six (6) months;
2. When a critical nonconformity is issued during an audit, the organization shall provide Brilliant Certification with objective evidence of an investigation into causative factors, exposed risks, and the proposed CAP. This shall be provided to Brilliant Certification within 14 calendar days after the audit;
3. A separate audit shall be conducted by Brilliant Certification between six (6) weeks to six (6) months after the regular audit to verify the effective implementation of the corrective actions. This audit shall be a full on-site audit (with a minimum on-site duration of one day). After a successful follow-up audit, the certificate and the current audit cycle will be restored, and the next audit shall take place as originally planned (the follow-up audit is additional and does not replace an annual audit). This follow-up audit shall be documented, and the report uploaded as part of the audit documentation linked to the audit where the critical NC was raised;
4. The certificate shall be withdrawn when the critical nonconformity is not effectively resolved within the six (6) month timeframe;
5. When a critical NC is raised at an initial certification audit, the audit is failed, and the full certification audit shall be repeated.

Closing out Non-conformities

If satisfactory evidence against stage 1 audit findings is not provided within 30 days allowed for submission following the audit, Stage 2 audit will not be conducted. The company will then require a repeat stage 1 audit in order to be considered for certification.

▲If satisfactory evidence against stage 2 audit findings are not provided within 60 days allowed for submission following the audit, the certificate will not be granted. The company will then require a full audit in order to be considered for certification. If BRILLIANT cannot able to verify the implementation of corrections and corrective actions of any major nonconformity within 6 months after the last day of stage 2, the BRILLIANT shall conduct another stage 2 prior to recommending certification

No certificate will be issued until major and minor non-conformities have been demonstrated as having been corrected, either permanently or via a temporary solution that is acceptable to Brilliant Certification.

The audit team leader will inform the auditee if an additional full audit, an additional limited audit, or documented evidence will be needed to verify effective correction and corrective actions.

For each non-conformity raised, the site will, in addition to undertaking the necessary immediate corrective action, undertake a review of the underlying cause (root cause) of the non-conformity. The root cause will be identified and an action plan to correct this, including timescale, provided to Brilliant Certification. This will be included in the audit report.

Close out of non-conformities can be achieved either by objective evidence being submitted to Brilliant Certification, such as updated procedures, records, photographs or invoices for work undertaken, or by the Brilliant Certification undertaking a further on-site visit.

Audit Report

Our auditor will prepare a full written report in the agreed format defined by BRILLIANT. The report will be produced in open text format in English or in another language dependent upon user needs.

The Report accurately reflects the findings of the auditor during the audit. Report will be prepared and dispatched to the company within seven calendar days in initial certification (10 calendar days against integrated management systems in initial certification) of the completion of each stage audit, will be decreased by 3-4 calendar days in surveillance visits/recertification. The audit report and associated documentation, including the auditor's notes, will be stored safely and securely for a period of six years by Brilliant Certification.

▲ For FSSC Certification:

Brilliant Certification following the reporting formats as guided by FSSC and uploading the reports packages to the Assurance Platform Portal within the define timeframe and criteria as per FSSC requirements

Appraisal of Application for Certification

When considering an application for registration following a Stage 2 audit, BRILLIANT may, at its discretion, decide to: a. grant registration, or b. decline registration.

A certification decision of Brilliant Certification will be conduct by the designated independent members are not associated in audit process within 7 calendar days from receiving the audit report and documentary evidence provided in relation to the non-conformities identified, this period may to decreased by 3-4 calendar days in surveillance visits/recertification. After a successful review of the audit report and documentary evidence provided in relation to the non-conformities identified. Where a certificate is granted this will be issued by Brilliant Certification within 2 calendar days from the decision.

The certificate will detail

a) Standard document used for audit of the certified client;
b) The name and geographic location(s) of each certified client;
c) ▲The scope of certification and the related EA Code/Category
d) The certificate number;
e) The date of originally registration;
f) The date of latest issue of the certificate;
g) ▲Certification Cycle Expire date;
h) ▲Certificate Valid Until date
i) The name, address and certification mark of BRILLIANT CERTIFICATION, and the accreditation symbol.

▲ For FSSC 22000 Certification:

Brilliant Certification following the certificates templates formats as guided by FSSC related Annexes.

8. CERTIFICATION MARKS

Upon issue of a Certificate, the BRILLIANT CERTIFICATION may also authorize the Client to use a designed certification mark.

A Client right to use any such mark shall be contingent on its maintaining a valid Certificate in respect of the certified management system and of complying with the Regulations governing the use of the mark of the BRILLIANT CERTIFICATION. A Client who has been authorized to use a certificate mark of an accrediting body must also comply with the rules of the body. Improper use of a certificate mark shall be a major non-conformance.

9. ▲SURVEILLANCE AUDITS

The certification issued to clients whose management system has been shown to comply with the criteria against which an assessment was conducted, will be maintained by BRILLIANT conducting periodic surveillance audits.

The first surveillance audit will take place at a time prescribed by BRILLIANT, which would normally be 12 months following the last day of stage 2 audit.

Failure to notify the BRILLIANT CERTIFICATION of any intended modification may result in suspension of the Certificate.

The company shall have the right to raise an objection to the composition of the audit team, providing grounds for such objection. Brilliant shall not unreasonably disregard the grounds for objection. The client shall provide unrestricted access to those parts of his business, premises and supporting documents covered by the proposed scope of registration.

Subsequent surveillance audits shall normally be undertaken on annual basis, (unless further visits are deemed necessary by Brilliant).

10. ▲CERTIFICATE RENEWAL

Whilst Certificates are revalidated at each surveillance visit, BRILLIANT CERTIFICATION will periodically carry out a certificate renewal visit at the end of each certification cycle (usually three years, dependent on standard). The renewal visit is the first surveillance visit of each certification cycle.

The company shall have the right to raise an objection to the composition of the audit team, providing grounds for such objection. BRILLIANT shall not unreasonably disregard the grounds for objection. The applicant shall provide unrestricted access to those parts of his business, premises and supporting documents covered by the proposed scope of registration.

In order to revalidate its Certificate, BRILLIANT CERTIFICATION will inform the Client of the requirements for Certificate renewal during the pre-renewal visit, which is the last surveillance visit of each cycle.

Following a recertification audit, BRILLIANT may, at its discretion, decide to:

a) Grant continued registration, or
b) Decline continued registration.

Should the decision be to grant continued certification, BRILLIANT will reissue the certificate to the client. That re-issued certificate will be normally valid for a period of 3 years.

11. UNANNOUNCED AUDITS (For FSSC 22000)

FREQUENCY

1) *Brilliant Certification shall ensure that for each certified organization at least one surveillance audit is undertaken unannounced after the initial certification audit and within each three (3) year period thereafter.*
2) *The initial certification audit (stage 1 and stage 2) cannot be performed unannounced.*
3) *The organization, once certified, can voluntarily choose to conduct all audits (surveillance and recertification) as unannounced audits.*

EXECUTION

1) *Brilliant Certification determines the date of the unannounced audit as part of the audit program.*
2) *The site shall not be notified in advance of the date of the unannounced audit and the audit plan shall not be shared until the opening meeting. In exceptional cases where specific visa or security restrictions apply, contact with the certified organization may be needed as part of the visa application process. However, in these exceptional cases, the exact dates of the unannounced audit shall not be confirmed, only a time window, which is typically 30 days.*
3) *The unannounced audit takes place during normal operational working hours with consideration of all shifts, where applicable.*
4) *Blackout days may be agreed in advance between Brilliant Certification and the certified organization.*
5) *The audit will start with an inspection of the production facilities and premises commencing within 1 hour after the auditor has arrived on site. In case of multiple buildings at the site the auditor shall, based on the risk, decide which buildings/facilities shall be inspected in which order.*
6) *All Scheme requirements shall be assessed including production or service processes in operation. Where parts of the audit plan cannot be audited, an (announced) follow-up audit shall be scheduled within 28 calendar days, whilst still meeting the calendar year requirement.*
7) *Brilliant Certification decides which of the surveillance audits shall be chosen for the unannounced audit taking into consideration the*

requirement that unannounced audits shall be conducted at least once every 3 years and adhering to the calendar year requirement.

8) *If the certified organization refuses to participate in the unannounced audit, the certificate shall be suspended within 3 working days of the date of refusal. Brilliant Certification shall withdraw the certificate if the unannounced audit is not conducted within a six-month timeframe from the date of suspension.*
9) *The audit of separate Head offices controlling certain FSMS processes pertinent to certification separate to the site(s) (see 5.2.1) shall be announced. Where Head Office activities are part of a site audit, it shall be unannounced.*
10) *Secondary sites (off-site activities) and off-site storage, warehouses and distribution facilities shall also be audited during the unannounced audit.*

12. EXTENSION OF SCOPE

In order to extend the scope of a Certificate to cover additional sites or services, the Client will be required to complete a new Application, the application procedure outlined in Clause 6 will be followed and an assessment will be carried out on those areas not previously covered. The cost of extending the scope of certification will be based on the nature and program of work.

Following a successful assessment, an amended Assessment Schedule will be issued covering those aspects covered by the extended Certificate. Although the original Certificate will normally remain in force, it may be necessary in some instances to issue a new Certificate. In such cases; the Client must return the superseded Certificate to the BRILLIANT CERTIFICATION.

13. SYSTEM MODIFICATION

The Client shall inform the BRILLIANT CERTIFICATION, in writing, of any intended modification to the management system or manufacturing process, which may affect compliance with the standard. Norms or regulations. The BRILLIANT CERTIFICATION will determine whether the notified changes require additional assessment.

14. PUBLICITY BY CLIENT

The Client may take reference in communication media that its management system has been certified and may apply the relevant certification mark to stationery and publicity materials relating to the scope of certification as provided in the Regulations. The Client may not, however, apply the mark in relation to its products. In every case, the Client shall ensure that in its publications and advertising material, no confusion arises between certified and non-certified products, the Client shall not make any claim that could mislead third parties to believe that certain have been certified when, in fact, they have not.

15. MISUSE OF CERTIFICATE AND CERTIFICATION MARK

The BRILLIANT CERTIFICATION shall take suitable actions, at the expense of the Client, to deal with incorrect or misleading references to certification or use of Certificates and certification marks; these include suspension or withdrawal of Certificate, legal action and/or publication of the transgression.

16. SUSPENSION OF CERTIFICATE

A Certificate may be suspended by the BRILLIANT CERTIFICATION for a limited period in cases such as the following:

a. If a Corrective Action Request has not been satisfactorily complied with within the designated time limit;

b. If a case of misuse as described in Clause 14 is not corrected by suitable retractions of other appropriate remedial measures by the Client;

c. If there has been any contravention of the Questionnaire, Application, Codes of Practice; or Regulations governing the use of the certification mark;

The Client shall not identify itself as certified and shall not use any certification mark on any products that have been offered under a suspended Certificate.

The BRILLIANT CERTIFICATION will confirm in writing to the Client the suspension of a Certificate. At the same time, the BRILLIANT CERTIFICATION shall indicate under what conditions the suspension will be removed. At the end of the suspension period, an investigation will be carried out to determine whether the indicated conditions for reinstating the Certificate have been fulfilled. On fulfillment of these conditions the suspension shall be lifted and the Client notified of the Certificate reinstatement. If the conditions are not fulfilled the Certificate shall be withdrawn.

All costs incurred by the BRILLIANT CERTIFICATION in suspending and reinstating a Certificate will be charged to the Client.

17. WITHDRAWAL OF CERTIFICATE

A Certificate may lie withdrawn if:

a- The Client takes Inadequate measures in case of suspension or goes out of business; or
b- The Client terminates its contract with the BRILLIANT costs or any other losses incurred.
c- BRILLIANT CERTIFICATION has the right to withdraw the Certificate by informing the Client in writing.

In cases of withdrawal, no reimbursement of assessment fees shall be given and withdrawal of the Certificate shall be published by the BRILLIANT CERTIFICATION and notified to the appropriate accreditation body, if any.

The Client may give notice of appeal (see Clause 19).

In instances where the appeal has been successful no claim can be made against the BRILLIANT CERTIFICATION for reimbursement of costs or any others losses incurred.

18. CANCELLATION OF CERTIFICATE

A Certificate will be cancelled if the Client advises the Certification Both/ in writing that it does not wish to renew The Certificate or the Client does not timely commence application for renewal.

In cases of cancellation, no reimbursement of assessment fees shall be given and cancellation of the Certificate shall be published by the BRILLIANT CERTIFICATION and notified to the appropriate accreditation body, if any.

19. RECOGNITION OF ACCREDITED ORGANISATIONS

The BRILLIANT CERTIFICATION will generally recognize the certification of other accredited organizations where this does not compromise the integrity of a system certification scheme; The BRILLIANT CERTIFICATION reserves the right not to do so at its discretion.

20. ▲APPEALS

Any person or body can file an appeal against the decision of the Body to the CB Board through Operation Manager.

The appeal must be filed in writing within 15 days of the decision of the Board along with all the necessary documents in support of the appeal.

The Operation Manager verifies the documents for completeness and may ask for additional documentary support if necessary. Once the documents are complete, the Operation Manager acknowledges the receipt of the appeal and forwards the same to the Managing Director. The Managing Director has the right to either disallow the appeal or to form an Appeals Committee based on the merit of the contents of the appeal.

The Managing Director chairs the Appeal Panel. He will appoint two members from the Governing Body who are not having any direct commercial interest in the service concerned as Appeal Panel and make the necessary arrangements for the panel to meet.

A meeting of an Appeal Panel is held within 7 days of receipt of the appeal

The decision of the appeal's committee shall be final and binding on both the Client and the BRILLIANT CERTIFICATION. Once the decision regarding an appeal has been made, no counter-claim by either party in dispute can be made to amend or change this decision.

21. COMPLAINTS

Should the Client have cause to complain regarding the conduct of BRILLIANT staff, the complaint should be made in writing and addressed to the Operation Manager of BRILLIANT? Should the complaint be made against the Operations Manager, the letter of complaint should be addressed to the Supervisory Committee of BRILLIANT CERTIFICATION

22. ▲SERIOUS INCIDENTS

The BRILLIANT CERTIFICATION should learn of any serious incidents, serious breach of legal obligations, prosecutions, etc. CERTIFICATION. In any of these cases, the BRILLIAN

Involving the certified operations of any BRILLIANT CERTIFICATION Client then an unscheduled audit or short notice audit may be authorized and\or the next scheduled audit may be brought forward, BRILLIANT's office will cover all the unscheduled or short notice audit fees. The senior management of the certifying office shall be informed as soon as possible and their advice sought.

BRILLIANT if officially informed through official documents the cases where certified organizations are involved in legal proceedings with reference to laws relating to products supplied and/or services provided or however relating to management systems subject to certification, shall communicate to the Impartiality Committee and to accreditation bodies in copy.

THE BRILLIANT CERTIFICATION RESERVES THE RIGHT TO ADD TO, DELETE OR CHANGE THESE CODES OF PRACTICE WITHOUT PRIOR NOTIFICATION.

▲ For ISO 45001:2018 – According to IAF MD 22 - G 9.6.4.2

Independently from the involvement of the competent regulatory authority, a special audit may be necessary in the event that the Certification Body becomes aware that there has been a serious incident related to occupational health and safety, for example, a serious accident, or a serious breach of regulation, in order to investigate if the management system has not been compromised and did function effectively. The Certification Body shall document the outcome of its investigation.

▲ For ISO 45001:2018 – According to IAF MD 22 - G 9.6.5.2

Information on incidents such as a serious accident, or a serious breach of regulation necessitating the involvement of the competent regulatory authority, provided by the certified client (see G 8.5.3) or directly gathered by the audit team during the special audit, (G 9.6.4.2) shall provide grounds for the Certification Body to decide on the actions to be taken, including a suspension or withdrawal of the certification, in cases where it can be demonstrated that the system seriously failed to meet the OH&S certification requirements. Such requirements shall be part of the contractual agreements between the CAB and the organization.

▲ For ISO 13485:2016 - according to IAF MD 9:2022 - MD 9.6.4.2

Short notice or unannounced audits may be required when:

i. external factors apply such as:

a. available post-market surveillance data known to Brilliant Certification on the subject devices indicate a possible significant deficiency in the quality management system.

b. significant safety related information becoming known to Brilliant Certification.

ii. significant changes occur which have been submitted as required by the regulations or become known to Brilliant Certification, and which could affect the decision on the client's state of compliance with the regulatory requirements

▲ For FSSC 22000

- Brilliant Certification shall have a process to review planned audits when a serious event affects a certified organization, and the audit cannot be performed as planned.
- Brilliant Certification shall assess the risks of continuing certification and establish a documented policyand process, outlining the steps it will take in the event a certified organization is affected by a serious event to ensure the integrity of certification is maintained. The minimum content of the risk assessment shall cover the aspects listed in IAF ID3, section 3.
- The outcome of the Risk Assessment and planned actions shall be recorded. Deviations from the audit program and their justification for changes shall be recorded. Brilliant Certification shall establish in consultation with certified organizations a reasonable planned course of action.
- In cases where the regular surveillance audit cannot take place within the calendar year asa result of a serious event, an exemption shall be requested from the Foundation for approval, or the certificate shall be suspended.
- In the case of a serious event, a full remote audit may be conducted if the conditions asset out in the Full Remote Audit Addendum are met. Where a full remote audit has been conducted, the audit delivery method shall be referenced on the certificate, as per therequirements of Annex 3.
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- **For FSSC 22000 :**
- According to BoS Decision list - The following requirements documents in relation to managing the Coronavirus (COVID-19) pandemic and as referenced in the BoS decision # 5, are retracted and no longer apply:
- CB Requirements Novel Coronavirus (COVID-19) pandemic.
- • AB Requirements Novel Coronavirus (COVID-19) pandemic
- • TO Requirements Novel Coronavirus (COVID-19) pandemic
- As of 1 February 2023, COVID-19 cases linked to FSSC 22000 certification, shall be managed in accordance with the Serious event requirements of the Scheme, Part 3, clause 5.10.