



GFCO CONDITIONS OF CERTIFICATION

All GFCO certification clients agree to abide by the following conditions for certification:

Certification Scope

1. The GFCO certification mark may only appear on Products that are listed on a current certificate issued by GFCO.
2. Products may only be added to the certification with the approval of GFCO. This approval will be conferred by the issuance of a new certificate bearing the names of the additional products. By requesting a Product List amendment, the client represents and warrants to GFCO that, to the best of its knowledge and belief, the proposed additional Products meet GFCO’s certification Standard, and the client is otherwise in compliance with the terms and conditions of certification.
3. GFCO must be notified within five (5) business days if any Product has been discontinued.
4. Requests for product certification must be made by completing and submitting to GFCO all required application documents in their entirety, and paying any and all associated fees.
5. GFCO reserves the right to investigate any consumer complaint regarding certified Products. Such investigation may include, but not be limited to a request for retained product from the manufacturer, testing of Product available for retail sale, additional Audit activities or supporting documentation and collection of Product at the manufacturer’s facility.

Production

1. All certified Products will be manufactured in accordance with the GFCO Certification Standard. GFCO has the right to modify the GFCO Certification Standard from time to time, upon a reasonable notice of not less than thirty (30) days to our clients, in order to comply with applicable law or to reflect advances in knowledge relating to gluten-free food products.
2. All phases of Product production, including packaging, repackaging, and labeling, must be done only at facilities that appear on the client’s current, valid GFCO certificate, and have been approved to manufacture certified Product by GFCO. By separate applications, the client can add additional facilities to their certification.
3. Clients cannot manufacture or package an uncertified product that is identical in appearance to a certified Product, even if the product packaging does not bear the GFCO LOGO. This restriction does not apply to products that are distributed and sold in packages and containers so distinct from the comparable certified Products, as determined in the sole discretion of GFCO, as to make confusion between the products and the certified Products, practically speaking, impossible. The purpose of this provision is to eliminate the risk, to the greatest extent possible, that an uncertified product would be mistaken for a certified Product.
4. Clients must notify GFCO prior to installing and using any new or used equipment or production lines in an approved Plant in order to permit GFCO to determine the potential

Regulatory Manager	COO	CEO

GFCO CONDITIONS OF CERTIFICATION

impact on the production of certified Products. GFCO. GFCO will respond to all requests for new/used equipment and production line approvals within five (5) business days.

Ingredients

1. Only the ingredients risked and approved by GFCO may be used to manufacture certified Products
2. Clients must notify GFCO within five (5) days if the status of an Ingredient is changing or has changed, by submitting an updated Product and Ingredient list. Clients must refrain from using the changed ingredient until it is risked and approved by GFCO. GFCO will respond to all requests for ingredient and ingredient supplier changes within five (5) business days.
3. GFCO reserves the right to withdraw its approval of any Ingredient. Withdrawal of Ingredient approval will not prevent a client from distributing Products manufactured prior to the effective date of withdrawal, provided that those Products meet GFCO's Standard for gluten-free certification.

Plant Audits

1. GFCO or its representatives must be given access to audit each Plant once per year upon reasonable notice of at least thirty (30) days to the Plant ("Annual Audits"). The client must within thirty (30) days following each Annual Audit pay GFCO the audit fee and reasonable travel expenses incurred by the auditor in connection with each Annual Audit. GFCO will use commercially reasonable efforts to select auditors within close proximity to the Plant.
2. Clients must advise GFCO within five (5) days if the status of a Plant is changing or has changed. Changes to be reported include cessation of manufacturing, changes in production lines or types of products produced, or changes in contact information or location. GFCO will respond to all requests for Plant changes within five (5) business days. The client will be responsible for any fees or expenses that result from a failure to notify GFCO of updated Plant information.
3. In addition to the Annual Audits referenced above, GFCO or its representatives must be allowed access to audit the Plant at all times during regular business hours, and whenever the Plant is in operation, with or without prior notice to the client ("Additional Audits"). GFCO recognizes that audits without prior notice may be disruptive and should be used sparingly. GFCO further recognizes that the Plant may not be manufacturing the Products on the date of the audit. The Company is not obligated to pay GFCO for auditors' travel expenses associated with Additional Audits.
4. Access for audits must include permission for all evaluation and surveillance activities required for GFCO to perform a complete audit according to the GFCO Standard, including but not limited to the examination of documents and records, inspection of work areas and equipment, collection of product or ingredient samples, and access to personnel involved in the Company's gluten-free production activities.
5. GFCO will restrict its auditing activities to those Products, Ingredients, policies, procedures, facilities, personnel, records and documents directly related to Product certification.

GFCO CONDITIONS OF CERTIFICATION

- Audit reports will be made available to each client carrying a GFCO certificate working within each Plant, but not to companies operating under licensing agreements.

GF Standards /Testing

- For purposes of its certification program, GFCO defines “gluten-free” as individual Ingredients and finished Products consistently having no more than 10 ppm gluten (5 ppm gliadin), as determined by appropriately validated test methods (a list of which is maintained by GFCO and available upon request), and whole grain products containing no more than 0.25 gluten-containing grains per kilogram. GFCO defines “gluten” as the storage proteins in grains in the triticale family, namely, wheat, rye, and barley, and hybrids and derivatives of these grains.
- The client or their Plant(s) must perform internal testing for gluten according to the testing requirements assigned on the Plant’s most recent audit report, taking into consideration the validation and step-down schedules described in the GFCO Certification Manual.
- The results of any Product test that indicate the presence of gluten at a level greater than 10 ppm, and any Product recalls, must be promptly reported to GFCO, and a corrective action plan implemented. Ingredients and Products that test above 10 ppm gluten are non-compliant, and non-compliant Products may not be labeled with the GFCO LOGO or otherwise produced, packaged, or marketed in any manner that suggests approval or endorsement of GFCO.
- Records of all testing for gluten must be submitted to GFCO on or before January 10, April, 10, July 10, and October 10 for each immediately preceding calendar quarter, and at any other time upon request.
- GFCO may from time to time, at its discretion, have Products tested at independent laboratories. GFCO will notify the client within three (3) business days of any results above the acceptable GFCO standard of less than 10 ppm gluten.

Term and Termination

- The initial term of certification is one year commencing on date of issuance of the initial certificate. Certification will be renewed automatically for additional one year terms, on the last day of the month of the anniversary of the issuance of the first certificate.
- Clients may terminate their certification at any time, by written notice to GFCO.
- GFCO may place a certification on probation, reduce the certification scope, or move to withdraw certification, if the client is non-compliant with the requirements of the GFCO Standard, the GFCO Scheme Manual, the GFCO Certification Manual, the GFCO Conditions of Certification, or their financial obligations. See the GFCO Certification Manual for specifics of probation, reduction and withdrawal.
- In the event GFCO has cause for concern that non-compliant Products are being distributed or sold and that the steps taken by the client are not adequate to prevent such distribution or sale, it will promptly notify the client, who must immediately suspend further distribution or

GFCO CONDITIONS OF CERTIFICATION

sale pending resolution of the issue with GFCO. The client and GFCO understand and agree that, given such an event, time will be of the essence, and both the client and GFCO will use best efforts immediately to resolve the issue, which may include product recalls and public notification. If the issue is not resolved, the client must refrain from further distribution or sale of the products until the issue can be resolved by other means.

5. Upon termination or withdrawal of certification for any reason, the client must promptly destroy all labels, wrappings, containers, promotional and other materials in its possession or control bearing the GFCO LOGO. Alternatively, the client must completely and permanently remove the GFCO LOGO from all such materials.
6. The client may not use the GFCO LOGO after the termination of certification, or after receipt of notice of the withdrawal of certification by GFCO, except as follows:
 - a. For a period of ninety (90) days following the willing termination of their certification by the client, the client may continue to package Products bearing the GFCO LOGO which were produced as of the date of termination, provided that those Products and all associated labels, wrappers, and containers are in full compliance with GFCO's certification requirements. The client must provide GFCO with a date on which they will stop production of Product with the GFCO logo and will pay for pro-rated certification during that time. Clients whose certification is withdrawn by GFCO do not have the right to this 90 day packaging extension.
7. In the event that a certification is subject to withdrawal by GFCO, and the client has not remedied the cause within the time frame given by GFCO, GFCO reserves the right to notify other GFCO clients operating in Company's Plant of the pending withdrawal.
8. If the client terminates the agreement because of GFCO's failure to abide by any obligations, covenants, conditions, or requirements under this Agreement, we will return a pro-rated portion of the Certification Fee paid for the Agreement year when the termination occurs. In all other instances, GFCO is entitled to the full amount of the Certification Fee for the Agreement year when the termination occurs.

Confidentiality

1. GFCO will handle all client information as described in the GFCO Confidentiality and Nondisclosure Agreement.
2. Clients must abide by the Confidentiality and Nondisclosure agreement completed during the application process, during the entire term of their certification.

Disclaimer

1. GFCO has made reasonable efforts to establish its certification standards and testing methodologies based on available science of testing and safety thresholds. GFCO does not warrant that such standards and methodologies are legally required to support a "gluten-free" claim in food labeling. GFCO warrants this certification so long as the company is in full compliance with all certification requirements including but not limited to testing requirements, GFCO threshold of less than 10-ppm gluten in finished product, agreed upon manufacturer audit and corrections as identified.

GFCO CONDITIONS OF CERTIFICATION

Notices

1. All notices permitted or required to be given in regards to the client's certification will be furnished in writing and delivered in person, by certified mail (return receipt requested), or by e-mail, provided, however, that notices required to be given on a prompt, immediate, or other expedited basis shall be delivered by e-mail. If notice is delivered by U.S. Mail or by electronic means, notice shall be deemed delivered forty-eight (48) hours after mailing or transmission.
2. It is the client's responsibility to ensure that GFCO has the client's current contact information available at all times.
3. All notices to GFCO should be sent to: Channon Quinn, COO, 31214 124th Ave SE, Auburn, WA 98092, email channon.quinn@gluten.org

Disputes

1. In the event a dispute, controversy, or claim (any "Claim") arises between the client and GFCO, both parties agree to first attempt to resolve the Claim by negotiation between themselves for at least thirty (30) days before initiating arbitration. Such informal negotiations shall commence upon written notice. In the event they are unable to resolve any Claim in this manner within a reasonable period of time of at least thirty (30) days, then upon demand by either party, all Claims shall be referred for binding arbitration to occur in Chelan County, Washington State in accordance with the rules of Washington's Uniform Arbitration Act. Claims covered by this Section include all Claims under any federal, state, or local laws, except individual claims brought in small claims court. This Section also does not prevent any party from applying to a court of competent jurisdiction for any interim or provisional relief available under the law that is necessary to protect the rights of that party, pending the establishment of the arbitral tribunal. Each party will pay the fees for his, her, or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. A demand for arbitration must be in writing and delivered by hand or certified mail to the other party within the applicable statute of limitations period. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. Within thirty (30) days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party, and file with the arbitrator a brief. The arbitrator may award any party any remedy to which that party is entitled under applicable law, but, to the extent permitted by applicable law, such remedies shall be limited to those that would be available to a party in his, her, or its individual capacity in a court of law for the Claims presented to and decided by the arbitrator, and no remedies that otherwise would be available to a party in his, her, or its individual capacity in a court of law will be forfeited by virtue of this Agreement, including any remedies involving specific performance or injunctive relief. The arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the arbitrator, or as necessary to confirm or enforce the arbitrator's award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.
2. All communications and notices to be made or given pursuant to the certification, including Product and Ingredient names and all documents received as part of the certification and audit processes, must be in the English language.