



## STANDARD AGREEMENT FOR HACCP SUBCONTRACTORS

The undersigned:

Kon Thai Foundation,  
Nw. Wolpherensedijk 18.  
4202 LR Gorinchem  
The Netherlands

and

Company: .....

Address: .....

Postcode and place: .....

Represented by: .....

Hereinafter referred to as the subcontractor.

This agreement determines the relations between and the mutual duties of Kon Thai Foundation, and the aforementioned subcontractor.

Kon Thai Foundation, and the subcontractor agree as follows.

1.1.

This agreement supplements the relevant legal requirements and the existing agreement.

1.2.

The subcontractor operates a catering company one of whose objectives is at all times to supply or serve products which at least comply with the chemical, physical and microbiological requirements of the Consumer Goods Act (Warenwet).

1.3.

This objective depends on the implementation of proper quality assurance. The subcontractor undertakes to comply with the HACCP standards which are stipulated in the Hygiene Code for the Catering Industry (Hygiëncode voor de Horeca). Any critical decision that needs to be made during the process, shall therefore be governed by the Hygiene Code for the Catering Industry, which incorporates all elements required by HACCP.

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Initials - Subcontractor  
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1.4.

Microbiological and chemical (often related to enzymes) putrefaction is often influenced by temperature. Ahoy Horeca bv therefore demands that any products supplied by the subcontractor comply with the requirements of the Consumer Goods Act during their production, storage and transport. The subcontractor undertakes to provide evidence of this. Regularly taking and recording the temperature of both the products and the relevant storerooms will therefore be indispensable.

1.5.

Any products supplied by the subcontractor must not be exposed to the risk of microbiological and/or chemical contamination during transport and storage. The packaging of raw materials, semi-finished and end products must therefore offer protection against external elements.

1.6

Kon Thai Foundation, reserves the right to conduct random checks (or to have this done) in order to verify that the subcontractor is complying with the requirements that have been stipulated. Furthermore, the physical and technical parameters may also be checked. In the event of non-compliance with the criteria stipulated in the Consumer Goods Act, the costs of these checks shall be borne by the subcontractor.

1.7.

Where there is evidence of non-compliance in respect of the subcontractor's products or circumstances, it shall be permissible to determine steps that may reasonably be taken, if necessary in consultation with an external laboratory or office. These steps may consist of the following: · Issuing a warning; · Agreeing on a reduced price for the goods in question through consultation; · Requiring the subcontractor to have his primary processes checked by an external office or laboratory; · Prohibiting the subcontractor from supplying the products in question; · Prohibiting the subcontractor from acting as a subcontractor to the lessor.

1.8.

It shall be permissible to check any goods, equipment, aids, and cleaning materials or substances belonging to the subcontractor which are not susceptible of putrefaction, either before or while they are used. Where this is done and HACCP is of the view that there is non-compliance with the criteria stipulated in the Hygiene Code for the Catering Industry, the following schedule of decisions may be implemented to deal with such non-compliance depending on the nature of the latter: · Issuing a warning; · Agreeing on a reduced price for the goods in question through consultation; · Requiring the subcontractor to have his primary processes checked by an external office or laboratory; · Prohibiting the subcontractor from supplying the products in question; · Prohibiting the subcontractor from acting as a subcontractor to the lessor.

1.9.

The lessor shall in no way be liable for any non-compliance on the part of the subcontractor in respect of any products, raw materials, semi-finished goods, equipment and furnishings. The subcontractor undertakes to assume full liability for any fine imposed on him by the Public Health Inspectorate [Inspectie Volksgezondheid] ( Product Inspection Service [Keuringsdienst van Waren]).

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2.0

The subcontractor agrees to the provisions of this agreement and all consequences thereof, and demonstrates his commitment to it by: · Accepting the requirements stipulated in the Hygiene Code for the Catering Industry and the elements used by HACCP; · Showing his willingness to comply with all aspects of quality assurance; · Assuming full responsibility for the quality of his raw materials, and semi-finished and end products; · Assuming full liability for any consequences thereof.  
And executes this deed of agreement in duplicate by signing it and initialling each page of it.

Kon Thai Foundation: Name: Rene Terlouw      Subcontractor: Name.....

Place: Gorinchem      Place:.....

Date:.....      Date:.....

Signature:.....      Signature:.....

Initials - Kon Thai Foundation,  
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Initials - Subcontractor  
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