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**NESTLÉ  
AGREEMENT ON  
QUALITY and CUSTOMER SERVICE**

BETWEEN

**NESTLÉ QUALITY ASSURANCE CENTRE SOUTH AFRICA (PTY) LTD**

(Hereinafter referred to as "the client")

*Registration number 1916 / 001498 / 07*

AND

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(Supplier/customer hereinafter referred to as "the mandatory")  
Name ( \_\_\_\_\_ ) and/or Registration number ( \_\_\_\_\_ )

**1. Agreement Overview**

This Agreement represents a Service Level Agreement between NQAC Clayville and \_\_\_\_\_ for the analysis and results required to support and sustain the product release.

This Agreement remains valid until succeeded by a revised agreement mutually endorsed by both stakeholders.

This Agreement outlines the parameters of all analytical services covered, as the primary stakeholders mutually understand them. This Agreement does not replace current processes and procedures unless explicitly stated herein.

**2. Goals & Objectives**

The **purpose** of this Agreement is to ensure that the commitments are in place to provide consistent analytical service support and delivery to the Customer by both parties.

The **goal** of this Agreement is to obtain mutual agreement for analytical service provision by NQAC Clayville

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

### 3. Stakeholders

Zone AOA NQAC's

ESAR Market

CWAR Market

External Customers

### 4. Periodic Review

This Agreement is valid from the date outlined herein and is valid until further notice. This Agreement should be reviewed after 5 years; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Quality System Specialist** is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

### 5. Service Agreement

The following detailed service parameters are the responsibility of NQAC Clayville in the ongoing support of this Agreement

#### 5.1 Service Scope

The following services are covered by this agreement

##### 5.1.1 NQAC Requirements

NQAC responsibilities and/or requirements in support of this Agreement include:

- Creation of Inspection Lot Numbers.
- Meet Turn Around Time.
- Meet Response Time (e.g queries, complaints, analysis reports etc.).
- Send analytical reports timeously.

- Send billing report on the monthly basis.
- Maintains integrity of samples.
- Compile Quotations for external Customers
- Communicate and resolve incident and request timeously.
- Appropriate notification shall be communicated for all scheduled maintenance and operations disruptions.

## 6. Customer Requirements

Customer's responsibilities and/or requirements in support of this Agreement include:

- To ensure sample integrity is not compromised.
- To send sample plan on the weekly basis.
- Payment for all support costs at the agreed interval.
- Availability of representative(s) when resolving a service related incident or request.
- Samples to be send before cut off time (11:00) for same day analysis.
- To provide Purchase orders as per quotation sent by sample preparation.
- To provide correct specifications of products.
- To provide sample preparation instructions where necessary.

## 7. Sample Submission

Samples must be submitted by Globe LIMS where access is available or via a laboratory specific submission form for Non-Globe customers. The sample request form must be emailed to NQAC Clayville Customer Services ([LabService.NQACCE@nestle.com](mailto:LabService.NQACCE@nestle.com)) prior to sample arrival and a physical copy must be included with the dispatched samples. Samples without the correct submission information will not be logged in until this is corrected. Customer Services will contact the customer on the day the error is found in order to correct the issue. Where there is no response within 10 working days, samples will be disposed of and 72hrs will apply for Microbiology swab samples unless a written authorization is submitted by the customer.

### **IMPORTANT** Chemistry Submission Information

- For fatty acid analysis (LI-00.511-2), please provide the fat content to allow determination of the fatty acid in the product. Otherwise, please include fat determination in the analysis request.

- For GLOBE customers, this information must be included in the Inspection Lot Short Text.

**PLEASE NOTE**

- Product specifications have an impact on how samples are prepared.
- We are unable to analyse pure fructan ingredients.

**8. Condition of samples**

Sample condition is more critical as it can affect the results of the samples. The acceptance criteria are as below:

- Identification of the samples e.g. sample number/product description & etc.
- Where submission is not through Globe LIMS, the presence of a copy of the completed laboratory specific submission form (as previously emailed to customer services)
- Suitable sample package
- Temperature control appropriate to the samples received e.g. ice packs with micro wet swabs, insulated box and dry ice for frozen products
- Stated time of sampling for swabs for micro analysis
- Sealed samples protected from light for analysis of vitamins and iodine.
- Sufficient quantity for analysis (20 minimum -200g maximum for micro analysis).

The condition of samples on arrival will be checked. In case that a sample is not suitable to be analysed, the customer will be informed and the sample will only be analysed once the customer grants approval.

**9. Analytical Method and Price List**

A list of the analytical methods and relevant prices is available on the NQAC Clayville Intranet or directly from Customer Services on request.

For any test not available in the above list, please contact Customer Services for advice.

Only those tests indicated with a 'Yes' have been accredited by SANAS to ISO17025. Other parameters - enquire at email ([LabService.NQACCE@nestle.com](mailto:LabService.NQACCE@nestle.com))

A copy of NQAC Clayville ISO17025 accreditation certificate and current Schedule of Accreditation is available on request.

**10 Service Availability & Request**

- Telephone support: 8:00am to 16:30pm Monday – Thursday & 8:00am - 16:00pm Fridays.
- Email support: Monitored 7:30 A.M. to 16:30pm Monday – Friday

- Emails received outside of office hours will be responded on the next working day.
- Response guaranteed within 24 hours during the business week
- **Sample Turn Around Time (TAT) Chemistry**  
Standard TAT 15 calendar days  
Urgent TAT- 9 calendar days
- **Sample TAT Microbiology**  
Standard TAT 6 calendar days  
Urgent TAT- 4 calendar days  
Customer that are on GLOBE, select the priority by choosing the inspection lot type:

**For urgent TAT** - an additional premium of +50% of the standard analysis price will be applied for all requested parameters in the inspection lot.

In support of services outlined in this Agreement, NQAC Clayville will respond to service related incidents and/or requests submitted by the customers within the following periods:

- 0-8 hours (during business hours) for issues classified as **High** priority.
- Within 48 hours for issues classified as **Medium** priority.
- Within 5 working days for issues classified as **Low** priority.

#### Weekend Analysis Request

Arrangement must be done in advance before sending samples.

Samples less than 20 for microbiology that are sent for analysis, extra cost will be charged to recover analytical cost and overtime incurred.

For Ribotyping/Serotyping samples, additional charges from external contractor will be added to NQAC Prices.

#### Additional Services on Request

- Good Laboratory Practices (GLP) training.
- Good Laboratory Practices (GLP) audit.
- Safety audits.
- Technical assistance.

## **11 Confidentiality**

Information regarding samples received by NQAC clayville Laboratory are confidential and the proprietary information of the customer. NQAC clayville Laboratory will not disclose or otherwise share the samples or information with a third party, without first obtaining written permission from customer.

The protection of the integrity and confidentiality of test data related to customers is ensured at all times. The records include the identity of Laboratory Staff involved in any preparation and test procedures and checks. All records pertinent to the test of customers' samples are retained for a minimum of five years unless agreed with the customer. Such records include details of observations, results, calculations, Test Reports and Certificates and test equipment calibration certificates.

NQAC clayville committed to maintaining the privacy and confidentiality of all data generated during their analytical process.

NQAC clayville respects its Clients' need for absolute confidentiality at all times and give complete assurance that all information held will be treated appropriately. No information we collect is ever distributed, or disclosed in any way unless in formal agreement with client.

## **12 Outsourcing**

As a general rule, NQAC Clayville carries out all the analyses and examinations requested of it. However, there are instances when analyses may be sent to another laboratory.

Both Chemistry and Microbiology may subcontract testing due to heavy workload, need for further expertise, or when items of equipment necessary for that testing are out of service.

NQAC Clayville may send samples to other NQACs or Nestle approved external laboratories.

Subcontracting is done in accordance with the relevant NQAC Clayville Quality procedures.

Any major changes or incidents, which give rise to sub-contracted work, will be communicated to the customer in advance, preferably in writing.

We do not ask for your permission each time we outsource an analysis, but we shall indicate this on the report form.

This will have no impact on the cost and should have no or limited impact on the TAT. We will inform you in case it does.

## **13 Reporting of results**

Analysis results will be transmitted through GLOBE LIMS system where available and through a PDF report for non-GLOBE customers. PDF report can be provided to GLOBE customers upon request.

Results of microbial identification or Salmonella typing are sent in a report.

Reporting is done in accordance with the relevant NQAC Clayville Quality procedures.

Details of the methods used are available on request or in the "Amounts and prices" section of our request form.

## **14 Invoicing**




NQAC  
Nestlé  
Quality Assurance Center

All costs will be charged via a monthly invoice (for all completed samples) using details (contact names, address, cost centre, purchase order number) as provided by the customer or through the ICOFORM process.

All costs for Nestle factories will be charged via cost centre (for all completed projects) using details (contact names, addresses, cost centre) as provided by the customer.

All costs for Nestle CO-Man / licenses etc. will be charged via a monthly invoice using details contact names, address and PO number.

All costs for overseas factories will be charged through the ICOFORM process.

Signed by Authorised NQAC representative: Name: Esther Dibakwane	Date: 19/03/2021 Signature: 
Signed by Customer: Name:	Date: Signature: