



# Nestlé Quality Requirements for Vendors of Raw and Packaging Materials

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## NESTLÉ QUALITY REQUIREMENTS FOR VENDORS

### I. GENERAL

#### **CONFIDENTIALITY**

The Vendor shall provide Nestlé with all elements (composition for raw materials and/or list of compounds for packaging materials, origin, type of manufacturing process and others) required for meeting legal standards required by the applicable laws [including any multi-national, national, federal, state or local laws (including common law), statute, ordinance, rule, code, regulation, act, constitution, convention or treaty, any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any governmental authority and any other requirement or rule of law], labelling and customs/export obligations related to the materials and Nestlé finished products, as well as Nestlé requirements.

The Vendor shall inform Nestlé immediately of any quality problem related to the materials sold to Nestlé, and of all changes likely to affect the materials' properties — especially changes of origin, composition, manufacturing process or any parameter that may cause changes in the material quality & food safety parameters, functionality (including nutritional), and/or legal and/or regulatory compliance. Furthermore, the vendor shall only source for Nestlé from a manufacturing facility pre-approved by the Nestlé quality management team. Any change of manufacturing facility to a different pre-approved facility must be previously informed to Nestlé. In the case of engaging a non-approved facility, consent by Nestlé must be sought in writing in advance. The vendor shall inform Nestlé if it has been involved in a voluntary withdrawal or mandatory recall in the last 5 years and share with Nestlé documentation (to the extent permitted by law) demonstrating the liability it incurred (financially or otherwise), how it was managed and what the status is as of date.

Each of the parties agree to keep confidential the information and/or documents (including this one) that they may have exchanged or may exchange, relating to the other party and their activities. They must agree not to use them for any purpose other than to ensure a smooth procurement operation. The parties pledge to make all necessary arrangements with respect to their personnel and their subcontractors to ensure that this obligation is fulfilled. The same obligations of confidentiality also apply with respect to third parties. If the parties have entered into a confidentiality agreement, then all such information and/or documents shall be subject to the confidentiality agreement.

#### **NESTLÉ ASSESSMENTS**

Nestlé, or any person or entity authorized by Nestlé, shall be entitled to perform audits or assessments at the Vendor, on the Vendor's premises. The person shall be granted unrestricted access to premises, documents and records concerning the manufacture or handling of the materials under consideration and will commit to the applicable confidentiality obligations. The audit or assessment may include reviewing the required hygienic practices, quality and food safety management system efficiency, compliance with local regulations, the vendor's or outsourced laboratory, and the reliability of analytical results. Nestlé shall be authorized to review the HACCP study, supporting food safety programs, quality monitoring plans and all quality records relevant to the material sold to Nestlé, including material, line and environment control records.

The Vendor must have adequate processes in place to ensure traceability to the origin of the materials delivered to Nestlé. The Vendor shall evaluate his own suppliers and subcontractors to

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ensure that they fulfil the relevant hygiene and quality practices, and be able to provide documentation of this evaluation. Nestlé reserves the right to audit the Vendor's suppliers to check that the materials they provide meet requirements. In certain circumstances, the Vendor will cooperate with Nestlé to facilitate a visit or audits of their own suppliers.

In addition to Quality audits, the Vendor agrees to allow Technical Assessment audits as well as other 3rd party audits (e.g. Responsible Sourcing) as requested.

Nestlé reserves the right to share internally the outcome of the audits carried out at vendor facilities.

### **GENERAL REQUIREMENTS FOR MATERIALS**

The Vendor must meet the requirements for the technical characteristics of the material as described in the specification issued by Nestlé. Any failure to meet the requirements will be deemed to be a material breach of any agreement that is entered into for the supply of the products and/or services.

The materials sold to Nestlé must be fit for their purpose, authentic and produced without adulteration. Raw material Vendors must have in place a food fraud vulnerability assessment as well as a food fraud mitigation plan.

### **CHANGES IN MATERIAL CHARACTERISTICS**

The Vendor shall **notify Nestlé before delivery**, in case the material characteristics deviate from agreed specifications, or when changes in their shelf life, design, composition, processing, location, reliability, specification or any condition could potentially impact the quality and food safety parameters, functionality (including nutritional) and/or regulatory compliance of their material.

The Vendor must **seek a written agreement from Nestlé** for the delivery of material(s) deviating from the agreed specification, unless indicated otherwise in the applicable agreements between the company and Nestlé. When a problem occurs, the Vendor agrees to immediately hold the affected production in 'containment' to protect Nestlé and its customers from non-conformity.

### **RELIGIOUS REQUIREMENTS**

Where required, the Vendor must comply with the defined dietary requirements (such as **religious requirements** for Halal or Kosher foods). For certification of Halal- or Kosher-sensitive products or ingredients, the **Vendor** must engage a credible Halal / Kosher certification body. The **vendor** must also ensure that the certification **is performed according** to the requirements of Halal / Kosher.

### **CERTIFICATE & DOCUMENT REQUIREMENTS**

The Vendor must be able to provide certificates and documents based on Nestlé requirements as noted in the Nestlé purchasing specifications.

At a minimum the below certificates and documents must be provided to Nestlé upon request:

- Quality & Food Safety System Certifications such as GFSI Certifications, ISO 9001 Certification, ISO 17025 Laboratory Certifications and ISO 17025 lab methods accreditations. These certifications must be provided along with the corresponding audit reports.
- HACCP plan, HACCP flow diagrams & Quality Monitoring Plans and all quality records relevant

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to the material under consideration.

- Material Safety Data Sheets (MSDS).
- Nestlé Internal Documents: Ingredient Data Form and Major Allergen Declaration (MAD) Form.
- Declaration of Compliance (DOC) for direct and indirect packaging materials: It typically states that the material complies with all relevant local regulatory requirements of the country (ies) where the Nestlé finished product will be sold

Additionally, supplier must be able to provide the following documents upon Nestlé's request:

- Certificate of Analysis: Analytical results of the testing that is carried out on the material batch/lot before delivery to Nestlé. They confirm that a specific delivery has the agreed analytical values. Analytical methods should meet Nestle requirement (ie as indicated in material specifications). Additionally. The certificate of analysis must include the information specified as follows:
  - The name and address of the laboratory and the location where the analysis was carried out (if different from the address of the laboratory/supplier issuing the CoA);
  - Where applicable the name and address of the customer (e.g. Vendor name of the CoA is issued by an 3rd party laboratory);
  - Identification of the method used and its accreditation status (ISO 17025);
  - Where applicable any deviations, additions or exclusions from the nominated test method;
  - A description of the sample analyzed;
  - The unique identifying code of the sample (e.g. vendor batch code, material number);
  - The date of performance of the analyses;
  - The analysis results as measured per analyzed parameter and the unit in which the result is expressed as per regulatory requirements or raw material specification;
  - Where applicable the limit of quantification, limit of detection or reporting limit per parameter (e.g. for chemical contaminants and residues);
  - Where applicable a statement indicating whether the results were found to comply with the requirements;
  - Where applicable, a statement on the estimated uncertainty of measurement for the determined result;
  - The signature of the person authorizing the test report (person in charge of the laboratory or approved analyst) and date;
  - The certificate may refer to a test report issued by a 3rd party laboratory. The related testing report shall be attached to the CoA if the above-mentioned information is not transferred to the CoA issued by the supplier.

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- Technical drawings, label / color standard and artwork, if applicable (packaging materials only).
- Religious Certifications: Issued by the relevant religious authorities/organization, it states that the raw material or packaging material is manufactured under the given conditions defined by the religious authorities/organization. This is typically related to Kosher and Halal.
- Certificate of Origin/Source: This states the origin of the material
- Certificate of Export: It typically states that the manufacturing facility is regulated and inspected by a food authority (e.g. FDA)
- Local or Regional applicable certificates such as Declaration on Genetically Modified Organisms (GMO) and Natural Certification

Nestlé preferred way for document exchange is via Nestlé Supplier Portal (NSP)

### **PACKAGING OF RAW MATERIAL STORAGE & SHELF-LIFE**

Nestlé has the following general requirements for the packaging of the delivered material(s):

- The material must be packed in suitable, clean and sound containers with no loose or detachable closures or other potential hazard for foreign material. The packaging must conform with relevant legal requirements for materials in contact with food.
- All packaging materials used for the storage of foodstuffs must be free from undesirable odors and must not taint the materials that they contain.

Each packaging unit must be permanently and legibly identified in compliance with agreed Nestlé requirements. The minimum requirements from a quality and food safety perspective: include material description or trade name, batch or lot number, producer (manufacturing site, and distributor if applicable), manufacturing/production date, and shelf-life expiry date when applicable. In case specific storage or handling conditions apply, they should be included as well.

In addition, the Vendor must comply with any additional requirements for packaging and/or labelling as specified in the Nestlé purchasing specifications.

The Vendor must communicate all necessary information on storage conditions to Nestlé when applicable.

All storage locations used by the Vendor must be clean, free from infestation, and maintained at a temperature and humidity appropriate for the material. The material must be adequately protected against water or any other damage that can occur during the storage period.

The Vendor must communicate to Nestlé the guaranteed shelf-life of the materials delivered and — where required — comply with the Nestlé minimum remaining shelf-life requirements at the time of delivery to Nestlé.

### **TRANSPORT – DELIVERY**

The Vendor must ensure that during shipment:

- The material will not suffer undue quality deterioration while being transported
- The carrier vessel will not cause damages to the material
- Vehicles are intended to transport food or food packaging materials.

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The Vendor is expected to follow the first expiry-first out (FEFO) principle. The Vendor should ship the minimum number possible of lot/batches of the same material per purchase order.

Delivery documents must include at minimum:

- Nestlé Purchase Order number
- Nestlé Material Number
- The number of units
- Lot/batch information or suitable identifier
- Vendor Site number and city (representing the material manufacturing site)

All carrier vessels selected for delivery of the materials shall be suitable for food or feed use, be clean and free from any visible residual of the previously hauled material, be dry in order to prevent possible contamination, and shall protect against deterioration. The type or nature of previously hauled materials transported by the carrier vessel may determine the suitability for use.

To ensure product safety and prevent cross contamination, all carrier vessels shall have tanker cleaning validation, restriction linked to previous use and applicable control measures relevant to the product being transported.

Cleaning procedures and evidence of cleaning (e.g. wash ticket) and previous load must be provided when requested or specified. Tanker cleaning locations may be subject to assessment whenever required.

### ***ALTERNATIVE SITES, SUBCONTRACTING***

The Vendor must inform Nestlé of the eventuality of producing the materials in one or more alternative sites. These alternative sites must be approved by Nestlé before the materials can be sourced from them.

If the Vendor is not the manufacturer of the material (e.g. traded materials) then the Vendor shall ensure that the principles outlined in this document are applied to the manufacturer(s) of the material(s).

The Vendor cannot subcontract all or part of the material production to a third party without Nestlé's prior agreement. In the case of a subcontracting or trade contract, the Vendor shall remain entirely responsible for the provision of the materials to Nestlé. Therefore, the Vendor shall make sure that the subcontractor meets all the requirements as laid out in the present document and in the purchasing contract. The Vendor shall allow Nestlé to audit/visit the subcontractor's plant.

## **II. REGULATORY COMPLIANCE**

The Vendor must have adequate tools and processes in place for ensuring full compliance with local regulations, regulations applicable to materials delivered to Nestlé in the country of manufacture, and when specified — regulations in the country of sale of the Nestlé finished products.

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### III. QUALITY & FOOD SAFETY MANAGEMENT SYSTEM

The Vendor must establish and maintain a documented quality and food safety management system covering the manufacture and supply of the material(s) under consideration.

The Vendor must have a formal responsibility defined within its organization for food safety & quality management. The personnel responsible for food safety & quality is adequately qualified and trained.

The vendor's quality and food safety management system must demonstrate its ability to ensure compliance with legal requirements, food safety requirements, and material-specific requirements as defined by Nestlé. Nestlé will verify compliance with these requirements using the following approach:

#### **ASSESSMENT OF QUALITY & FOOD SAFETY MANAGEMENT SYSTEM**

Vendor sites supplying materials and packaging to Nestlé must have a valid certification to a GFSI-recognized program or intend to achieve certification via the Global Markets Program (or equivalent)<sup>1 2</sup>. Nestlé recognizes all relevant [GFSI-benchmarked food safety programs](#). (GFSI accepted FS programs: [GFSI-Recognised Certification Programme Owners - MyGFSI](#)).

The Vendor must

- Provide the GFSI audit certificate and report to Nestlé, in order to support Nestlé Quality Assessment of the vendor site.
- Notify Nestlé if a GFSI certification of a Vendor Site(s) against is withdrawn or suspended.
- Provide updated GFSI certificate and audit report to Nestlé, once certificate is successfully renewed

The mechanism of assessment can be either onsite audit or remote audit, based on Nestle risk assessment.

#### **EFFECTIVENESS OF SPECIFIC CONTROL MEASURES IN THE PRODUCTION PROCESS**

If deemed necessary, Nestlé will verify specific control measures that are critical for safety of the Nestlé product (e.g. Good Manufacturing Practices or Critical Control Points).

The mechanism of their verification (audit, document exchange, sample analysis, etc.) depends on their nature and will be agreed upon with the Vendor prior to verification.

#### **COMPLIANCE RELATED TO MATERIAL QUALITY OR REGULATORY CONSIDERATIONS**

If deemed necessary, Nestlé will verify any specific **requirement** according to the purchasing specifications and specific material requirements.

<sup>1</sup> Exceptions for the GFSI-recognised certification or the Global Markets Programme (or equivalent) include: Pet Care and Froneri exclusive vendor sites, primary raw materials (ie. cocoa beans, coffee beans, raw milk, fresh fruits), Non-food items and very low risk materials (gas, lacquer, pigments, adhesives). Secondary and tertiary packaging material vendor sites might be required by the Nestle local market to undergo the GFSI certification programme.

<sup>2</sup> Management of equivalency for Food Safety Management System certifications or the Global Markets Programme in specific industry sectors (ie pharmaceutical certifications) will be done on a case-by-case scenario.

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The mechanism of their verification (audit, document exchange, sample analysis, etc.) depends on their nature and will be agreed upon with the Vendor prior to verification.

### **LABORATORIES**

Laboratories performing analyses for the Vendor must comply with local regulatory requirements.

At a minimum a Vendor laboratory or 3rd party laboratory providing services to the Vendor shall:

1. In accordance with ISO 17025 have the follow requirements in place:
  - a. Use of validated methods
  - b. Participation to Proficiency tests
  - c. Qualification of personnel
  - d. Traceability of measurement
  - e. Identification and prevention of non-conforming testing activities.
2. Participate in laboratory proficiency tests organized by Nestlé (upon request).

Nestlé will accept certificates of analysis results for raw and packaging materials only if Vendor uses one of the following:

1. Nestlé Quality Assurance Center laboratory (preferred) OR
2. Nestlé-approved laboratory (preferred) OR
3. Laboratory with ISO 17025 accreditation for the specific analytical methods and materials being tested. Certificates of analysis will be reviewed by a Nestlé Quality Assurance Center for acceptance.

### ***ANALYTICAL MEASUREMENT UNCERTAINTY (MU) WHEN ASSESSING THE CONFORMITY OF A MEASUREMENT AGAINST A LEGAL LIMIT***

Any analytical results need to be expressed following regulatory advice. In the absence of a regulatory guidance, the rounding of result to 2 significant numbers/decimal points is recommended.

**If a result with the added analytical measurement uncertainty (MU) exceeds any relevant health-based guidance value (including calculated values of products containing ingredients thereof), Nestlé considers the result as not compliant.**

In absence of food safety concern, Nestlé will consider analytical measurement uncertainty (MU) applying the following rules:

1. **Result > ML and Result minus MU > ML**  
Result is assessed as not compliant
2. **Result > ML and Result minus MU ≤ ML**  
Result is assessed as not compliant.
3. **Result ≤ ML and Result plus MU > ML**  
Result is assessed as compliant.
4. **Result ≤ ML and Result plus MU ≤ ML**  
Result is assessed as compliant.





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ML:= legal limits, internal limits

Result:= analytical result as measured

MU:= analytical measurement uncertainty