

Global Transport Quality Expectations

	Author:	Reviewed by:	Approved by:
Name:	Wolfgang Becha (Global Quality)	Regional Quality Teams Global Food Safety Design Team Global Sanitation Team	Frank Sabella (Global Quality) Otto Seijas (Global CS&L COE) Carlos Cortez (Global security)

Note: The structure of this document is based on ISO 9001:2008. Requirements Chapters 1, 2 & 3 which deal with the scope, references and definitions for the ISO Standard are not applicable in this document

See Glossary on page 20 for further definitions about used Terms

Table of contents

Number	Chapter	Page
	Purpose and Scope	3
	Revision log	3
4.	Quality Management System	4
5.	Management Responsibility	4
5.1.	Top Management	4
5.2.	Responsibility, Authority and Communication	5
5.3.	Food Regulatory Agency Inspections and Contacts	5
6.	Resource Management	6
6.1.	Good Transport Practices	6
6.2.	Competence, Awareness and Training	6
6.3.	Infrastructure	6
6.4.	Maintenance Control	7
7.	Product Realization (Service Provision)	7
7.1.	Requirements Related to the Product / Service	7
7.2.	Customer Related Processes and Communication	7
7.3.	Design and Development	7
7.4.	Procurement / Engagement of subcontractors	7
7.5.	Product Receiving and shipping requirements	8
7.6.	Requirement for Transportation	10
7.7.	Special Requirements for Temperature Controlled	11
7.8.	Storage / Handling	11
7.9.	Identification and Traceability	13
7.10.	Control of Monitoring and Measuring Devices	13
8.	Measurement, Analysis and Improvement	14
8.1.	Hold & Release / Control of Non Conforming Product	14
8.2.	Returns	15
8.3.	Internal Audit & External Audits	15
8.4.	Mondelēz International Quality Auditor Access	15
8.5.	Corrective and Preventive actions	16
8.6.	Confidentiality	16
9.	Food Defence and Supply Chain Security	17
9.1. to 9.3	General Program requirement	17
9.4.	Mondelēz International TAPA TSR Level 3 Requirements	19
Appendix A	Glossary	20
Appendix B	Food defense Information	22



Global Transport Quality Expectations

DATE/REVISION: 30/06/2016 R01
SUPERSEDES: : 06.09.2013
PAGE: 3 of 22

Purpose: A primary objective of Mondelēz International is to market safe products of consistent quality that meet or exceed the expectations of our customers and consumers. The requirements given in these expectations are designed to help our own / contracted Transportation companies to meet this objective by identifying those programs which will help protect product safety and quality, prevent product retrievals, consumer complaints, and rework. In summary, the application of these expectations and other documents, contain the basic elements needed to assure effective management of Food Safety, Quality and the protection of products from wilful contamination [Food Defense]. These expectations and associated documents do not alter, override or replace any requirements given in government regulations, which must also be met.

Scope: All Mondelēz International owned and contracted transport services for Mondelēz International Finished and Semi finished goods. Note: for cross docking the more descriptive Mondelēz International global Warehousing Quality expectations shall be applied.

Revision Log:			
Date Revised:	Supersedes:	Section	Summary of Revision:
30/06/2016	change	Whole document	Changed “must” to “shall”; corrected table numbering and structured chapter sub points, cleared font formatting, changes highlighted in red font
	change	Whole document	Changed “operator” term to “Transport company” for consistent wording
	change	6.1.	Added “examples to clarify existing definitions
	change	7.5	Clarified sealing requirements for full and less than full truckloads and deliveries with multiple drop points; clarified requirements for risk assessments when broken seals or transport incidents as listed
	change	7.6.8	Added requirements for curtains
	change	7.8.14	Added requirement for loss, damage or inconsistency
	change	8.2	Aligned transport incident handling requirements according existing receipt and shipping control requirements
	change	8.4	Added “contracted”
	change	8.5	Added requirement to eliminate non conformities promptly
	change	9.1 / 9.2	Clarified food defense requirements related to TAPA C version and ISO28k
		9.3.	Added reporting requirement in case of loss, damage or inconsistency
	change	9.4	Clarified sealing requirements for trucks with multiple drop points
	change	Appendix A	Added definitions for CPQR, Returns, Transport incidents and Quarantine

4. Quality Management System

- 4.1. The Transport company shall establish, document, implement and maintain a quality management system as a means of assuring that Mondelēz International products or materials are handled, stored and transported in conformance with specified requirements (agreed in the contract), and continually improve its effectiveness in accordance with the requirements given in this document. This includes compliance with these requirements, Mondelēz International specifications and any applicable regulatory requirements.
- 4.2. The quality management system documentation shall include:
- 4.2.1. Documented procedures for the handling and transportation of Mondelēz International materials and products.
 - 4.2.2. Documented procedures for the Control of Documents and Records related to Mondelēz International materials and products.
 - 4.2.3. Procedures and documents shall be accurate, reviewed, dated, approved by management and distribution controlled. A review shall be conducted minimum annually. Superseded documents shall be archived and readily retrievable where appropriate.
 - 4.2.4. Documentation shall be up-to-date and available to staff at all locations to enable them to perform their role in the quality system.
 - 4.2.5. A procedure shall be in place to approve suppliers including purchased services, including a process for qualification, evaluation, approval, and maintenance.
- 4.3. Document and data retention for Mondelēz International materials and products shall be in compliance with Mondelēz International International's Record Retention policy (see table 1) or as per local Mondelēz International business/regulatory requirements.

Internal Procedure number	Procedure Name	Example	Retention time North America	Retention time International	Comments
MAN 1060	Equipment calibration	Records related to the calibration of equipment. Contains calibration records, calibration history cards, out of tolerance reports, and correspondence	5 years	indefinitely	according local legal requirements
MAN 1180	Product testing/Quality control	Records related to on-going testing and quality control of Mondelēz International products. Includes batch testing and stability tests, rejection of non-conforming materials, and quality control documentation.	5 years	indefinitely	according local legal requirements
LOG 1060	Receiving Documentation	Records related to the receipt and inspection of goods purchased. Includes records that document the conditions and quantities of actual goods received. Also includes delivery receipts, packing lists, count sheets and freight registers.	6 years	10 years	China, South Africa 15 years
LOG 1080	Shipping Documentation	from, to, and between any Mondelēz International locations. These records identify quantities shipped and supporting documentation. Includes manifests, bills of lading and loading sheets. Also includes data contained in Mondelēz International's distribution and transportation databases. Does not include the shipment of hazardous or contaminated materials.	6 years	10 years	

5. Management Responsibility

- 5.1. **Top management**, or the person or group of people who direct or control the organisation of the contracted service provider, shall provide evidence of its commitment to the implementation of Mondelēz International Quality requirements. It is the responsibility of the management of the contracted company to assure that requirements are established, implemented and maintained.

5.2. Responsibility, Authority and Communication

5.2.1. The responsibility, authority and the interrelation of personnel, who manage, perform and verify work affecting compliance with Mondelēz International specified requirements shall be defined and documented. This information shall be included in policies, procedures and job descriptions, etc.

5.2.2. Special Situation (SST) Management:

- i. Every transport company shall establish, document, implement and maintain programs for the identification, communication and management of potential or actual Special Situations
- ii. The programs shall assure a rapid, accurate and appropriate response to issues which may arise.
- iii. Each transport company shall have a person with nominated responsibility for Special Situations. The nominee shall have established links with the Mondelēz International Quality Representative.

5.3. Food Regulatory Agency Inspections and Contacts

5.3.1. Each transport company shall have a system in place to provide written and oral notification to Mondelēz International immediately (on the same day, at the latest the next working day) of any of the following which may relate to materials or products handled for Mondelēz International:

- i. Visits, inspections or sample collections from external regulatory bodies
- ii. Regulatory actions or product hold due to regulatory sampling
- iii. Product holds directed by a regulatory or law enforcement body due to Food Defense related threat or suspicion
- iv. Product retrievals

5.3.2. Each transport company shall have designated personnel trained in the management of regulatory inspections.

5.3.3. A written procedure shall be in place to describe the process for notification, follow up and closure of any issues arising from inspections or contacts.

5.3.4. Mondelēz International contact name and address shall be available and current.

5.3.5. A traceability report shall be immediately issued for the concerned lot (quantity received in the warehouse, in stock, and shipped out by delivery point and by date) and be available for the Mondelēz International quality Representative.

5.3.6. If any product handled for Mondelēz International is sampled by a regulatory agency, all products with the same lot code as that sample (SKU/ production period) shall be placed on hold and the Mondelēz International Quality Representative contacted for instruction prior to release. The inspector shall be asked what tests will be carried out, what method will be used and when results will be available. Decisions on subsequent action to be taken will be made by the Mondelēz International quality representative and shall be documented.

5.3.7. A duplicate sample (**sampled by the external regulatory body or the site**) of the lot of any material taken by the external regulatory bodies is required by Mondelēz International. These samples shall be required or taken by the transport company and stored unless requested by a Mondelēz International Quality representative.

5.3.8. Samples shall be labelled and stored under appropriate conditions.

6. Resource Management

6.1. Good Transport Practices (GTP) – see as well 7.6 receiving and shipping controls

- 6.1.1. Good transportation practices shall be established to ensure that products are transported, stored and handled under sanitary conditions
- 6.1.2. A documented pest control program and practices shall be in place to effectively prevent pest activity in the transport equipment (e.g. trucks, containers) and storage locations used by the transport company.
- 6.1.3. Materials shall be transported in a manner that will ensure the maintenance of controlled conditions where applicable (e.g. temperature, protection from the environment). The transport process should not adversely affect the materials.
- 6.1.4. General, international requirements regarding safety aspects (e.g. prevention of explosion and of contamination of the environment, secure loading) must be followed.
- 6.1.5. All items shall be stored to avoid direct contact with the floor (e.g. on pallets, slip sheets, or racks). Sitting or standing on product shipping cases is not acceptable. Over stacking of product shall be avoided.
- 6.1.6. Products shall not be stored / transported immediately adjacent to containers for waste or non-product items (e.g. cleaning compounds, chemicals or any other goods which could pose a risk to Mondelēz International products).
- 6.1.7. Products shall be protected from odour migration in transit.
- 6.1.8. Broken or spilled product shall be cleaned up in a timely manner.
- 6.1.9. All materials and products shall be properly identified and labelled.
- 6.1.10. Glass and brittle materials including hard plastic components and equipment shall be avoided in product areas where possible. If their use is necessary a glass and hard plastic inspection program and breakage procedure shall be in place and documented.
- 6.1.11. Pallets shall be stored/ transported in areas that are free of moisture, dirt and litter and free of bird, insect or rodent contamination.
- 6.1.12. Pallets shall not be stored outside (i.e. exterior to the building).

6.2. Competence, Awareness and Training

- 6.2.1. Documented procedures shall be established and maintained for employee selection and hiring, and the training of all personnel, including temporary, consultants, or contractors / sub-contractors, visitors performing activities affecting compliance with Mondelēz International specified requirements.
- 6.2.2. Determine training needs and ensure employees receive appropriate training from qualified trainers. Employee understanding of the training shall be assessed by defined means (e.g. verbal test of understanding) to assure that training objectives are met. Records of all training shall be maintained. Assure that all employees handling Mondelēz International product receive appropriate training in
 - The quality system required to meet Mondelēz International Global transport Quality Expectations and regulatory requirements.
 - GMP/ GTP
 - Topics necessary to perform their function satisfactorily e.g. Forklift driving, information process in case of non-conformities, re sealing of trucks in case seal is broken by authorities, etc.

6.3. Infrastructure

In order to maintain a safe working environment, it is important that infra-structure and equipment are designed to make it easy to establish and maintain sanitary conditions

6.4. Maintenance Controls

A documented preventive maintenance program shall be in place to assure that the equipment and transportation systems do not pose a product contamination or quality risk and are suitable to meet Mondelēz International contracted conditions. This includes but is not limited to all materials handling equipment and utilities (cooling systems, air ventilation systems, electronic security systems, trucks, containers, forklifts, hoses, alarms etc.).

7. Product Realization (Service Provision)

7.1. Requirements Related to the Product / Service

The company shall not handle or transport products for Mondelēz International before a formal contract is signed by both parties.

7.2. Customer Related Processes and Communication

7.2.1. The Transport Company shall determine and implement effective arrangements for communicating with Mondelēz International in relation to:

- i. Service information and non-conforming product
- ii. Enquiries, contracts or order handling, including amendments
- iii. Customer feedback, including complaints from Mondelēz International or its customers
- iv. Any incident related to Mondelēz International product food safety or quality (e.g. tampering, theft, trailer loss, invaded loads, unauthorized co-loads etc. and product inventory issues)

7.2.2. The Transport Company shall have a system in place to notify in writing the Mondelēz International Quality representative prior to any changes that may impact the quality, labelling or functionality of a finished product.

7.2.3. In cases where the Transport Company receive complaints from a Mondelēz International customer, notification shall be made to Mondelēz International immediately. The customer complaint should be acknowledged, but no response given by the Operator on behalf of Mondelēz International without prior authorization.

7.2.4. Defined notification procedures including emergency contact lists for internal, external and consumer contacts shall be maintained.

7.2.5. In case of transport incident a product inspection and/or a risk assessment as per the Mondelēz International guideline shall be done.

7.3. Design and Development

7.3.1. The Transport Company shall comply with applicable statutory and regulatory requirements. Storage and transportation of Mondelēz International materials and products shall conform in every respect to all relevant country legislation, and the applicable provisions of the corresponding laws and regulations of the country in which the material is used or the product sold.

7.4. Procurement

7.4.1. Controls shall be in place to assure that any purchased materials or services which affect Mondelēz International materials or products, or service provision, comply with the Contract and any applicable regulations. Examples include but may not be limited to: Subcontracting Transportation and Distribution Services, Cleaning

7.4.2. The Transport Company shall evaluate and select suppliers or services based on their ability to supply products or services in accordance with Mondelēz International contracted

requirements. Criteria for selection, evaluation and monitoring shall be established and recorded. Any necessary actions arising from evaluation and/or monitoring, including supplier disqualification, shall be maintained.

7.4.3. The Mondelēz International Representative shall be notified prior to contracting third party transportation of Mondelēz International products.

7.4.4. Mondelēz International Requirements shall be documented and communicated to all contracted third party transportation providers.

7.4.5. Engagement of Sub-Contractors

- i. If and to the extent that the Service Provider employs third parties (hereafter “Sub-Contractors”) for the performance of this Agreement, the Service Provider shall ensure the quality measures and standards of this document and shall monitor their compliance.
- ii. Mondelēz International is entitled to review the processes and respective documentation the Service Provider applies to the select sub-contractors if not conflicting with non-disclosure agreements or other legal positions.
- iii. In the case that the Service Provider engages third parties to provide certain agreed elements of the Services the Service Provider shall be fully responsible and liable for all its obligations under this Agreement and performance of the services by its sub-contractors.

7.5. Product Receiving and Shipping requirements

(will be controlled by receiving and sending sites, transport companies need to ensure relevant points are implemented, checked and documented)

7.5.1 Documented procedures for receipt and shipping of Mondelēz International products shall be defined for all stages of the distribution process. These shall include, at a minimum:

- i. Incoming material and product quantities shall be recorded and verified against delivery documents.
- ii. Conformance to specified parameters / specification shall be verified for all applicable incoming materials.
- iii. Any damaged or non-conforming stock shall be **safely and securely held to avoid cross contamination or release to market** and Mondelēz International notified
- iv. Controls for deliveries to warehouses including customs clearance shall be defined and in place.

7.5.2. The following inspection and acceptance criteria shall be in place and documented:

- i. Inbound and outbound vehicles shall be verified to be clean, dry, free from leaks, off-odours and unusual residual materials (powder or liquid) prior to loading/unloading.
- ii. Materials and products shall be inspected for damage, infestation, and temperature abuse, potential security concerns such as perforated cases, exposure to moisture, unusual odours **or unauthorized co-loads**.
- iii. Inbound and outbound truckloads (**Full and Less Than full Truckloads**) shall be sealed at dispatch by the responsible warehouse employees using a numbered, tamper evident, tamper resistant metal seal. Seal shall be applied and the number recorded on the shipping documents by warehouse personnel and not the transport driver. Upon receipt the seal shall be inspected by receiving warehouse personnel for integrity and the number shall be verified to match the delivery documentation. In the event that it is not possible to seal a vehicle, or vehicle arrives unsealed, approval by Mondelēz International Regional Security and Mondelēz International Quality Representative shall be in place prior to unloading (inbound) or dispatch (outbound). **Note; All trucks for multiple drop points with no more than 24 hours delivery period from time of dispatch: it is sufficient for the vehicle to be under driver lock control, no seal requirement. Mondelēz International expects the transport company to maintain the integrity and security of the load throughout the transit and documentation shall be available to show the previous drop points.**

- iv. All openings (doors, inspection ports, hatches, etc.) on outbound shipments shall be sealed with a numbered, tamper evident, resistant seal and the seal number(s) annotated on the shipping documentation and loading control documents.
 - v. In the event that a security seal has been broken by an authorized person (e.g. border / customs, **police** officers) there shall be
 - a) Appropriate records to describe the reason for the seal removal.
 - b) A replacement numbered seal should be applied, and details recorded on the load documents.
 - c) Where permissible, the credentials of delivery drivers should be verified in addition to the delivery documentation (for example, driver name shown on delivery documents, photo ID on license).
 - d) If there is evidence of unsatisfactory shipping practices or tampering, then the materials shall be either rejected and returned, or immediately placed on hold.
 - e) A risk assessment shall be carried out by **Logistics Operations or a trained warehouse operator and approved by** a Mondelēz International Quality representative **with assistance of Mondelēz International Region Security**
- 7.5.3. Mondelēz International Quality representative to determine the potential impact on the product (Examples: prohibited materials within the shipment, prior use of the vehicle to haul prohibited materials (placing the current shipment at risk of contamination), improper temperature control, broken, illegible, or missing seals, or seal numbers that do not match the Bill of Loading)
- 7.5.4. Inbound and outbound bulk containers shall be sealed. Acceptable seals include:
- i. Drums with a locking ring
 - ii. Drums without a locking ring secured with tamper evident tape
 - iii. Large bags such as super-sacks or totes containing plastic liners with a bag closure that will readily reveal any tampering and will not permit removal / reinstallation without breaking the seal
 - iv. Corrugated cases effectively sealed and tamper-evident
- 7.5.5. Where materials, packaging or product belonging to Mondelēz International has been involved in incidents connected to theft, damage, **unauthorized intrusions or any other issues which occurred during the transportation of goods**, resulting from actions / events outside of Mondelēz International control, a documented risk assessment shall be made prior to redistribution or disposal. The risk assessment shall be:
- i. Conducted **and documented by Mondelēz International Logistics Operations or a trained Repacker/ Copacker operator and approved by** Mondelēz International Quality representative **with assistance of Mondelēz International International Region Security**.
 - ii. The use of 3rd party inspection companies shall be approved by Mondelēz International Quality representative.
 - iii. The final disposition decision shall be in all cases be approved by Mondelēz International Quality representative **with assistance of Mondelēz International Region Security**.
- 7.5.6 Procedures for reporting stock or delivery issues (e.g. shortages, delayed deliveries) shall be agreed with Mondelēz International contracting manager.
- 7.5.7. Orders shall be picked, assembled and verified against Mondelēz International delivery documentation.
- 7.5.8. Deliveries shall be palletized and wrapped according to Mondelēz International specifications.
- 7.5.9 Loads shall be assembled to Mondelēz International / customer specifications, in such a way as to safeguard the product (e.g. heavy products at bottom). Appropriate restraints such as

load locks, inflatable air bags and corrugated void fillers shall be used to protect product in transit from shifting and to minimize damage in transit

7.6. Requirements for transportation:

- 7.6.1 Product quality and integrity shall be preserved during transport.
- 7.6.2 Solid top, hard-sided, lockable or reinforced soft-sided vehicles shall be used. In regions where such equipment is not practical or available, the storage and transport conditions of the target markets shall be considered when determining suitable transport vehicles.
- 7.6.3 Vehicles shall be specified as suitable for transportation of dry foodstuffs (clean, free from odours, and have no detectable leaks).
- 7.6.4 Use of tankers dedicated to food only- with records available for the previous product shipped, and appropriate cleaning and sanitizing (including hoses, valves & pumps)
- 7.6.5 Temperature controlled vehicles shall carry suitable on board temperature monitoring devices, which alert the driver in case of failure. The haulier shall have a procedure in place to periodically verify the effective operation of temperature monitoring and temperature control devices
- 7.6.6. Avoid storage of product directly in front of cooling equipment where this may impact product quality
- 7.6.7 Procedures for dealing with vehicle or refrigeration systems breakdown shall be in place, and include notification to Mondelēz International management.
- 7.6.8. All trailers used for the transport of Mondelēz International product will comply with
 - i. The relevant legislation governing the transportation of such products as laid down but not necessarily limited to local legislations.
 - ii. All trucks shall allow sealing of the goods
 - iii. Clean, Pest and Odor free
 - iv. Dry (no condensation on floor, walls or roof);
 - v. In good overall condition;
 - vi. Robust floor, to enable safe loading and unloading operations
 - vii. Doors/curtains shall maintain an effective seal to the external environment
 - viii. Free from any material that may damage products
 - ix. Where internal lighting is present in trailers, it shall be protected. No unprotected glass bulbs no broken glass or broken hard plastic protective covers.
 - x. Compatible with security seal mechanism as advised
 - xi. Equipped with fully functional temperature monitoring and recording equipment (for the carriage of goods with temperature restrictions)
 - xii. **Curtains shall be in a good condition (e.g. no holes) and completely closed in such a way to avoid ingress of water etc.**
 - xiii. Trailer interiors shall be free from all debris and odors from previous loads that can either mark or taint packaging or product.
 - xiv. Trailers shall not have transported any uncooked animal proteins (e.g. meat and fish), agricultural products or chemicals or products / materials which exhibit strong / unpleasant odours or health/safety, **food safety risk as defined by the safety data sheets.**
- 7.6.9. Intermittent unloading: Bulk railcars or trucks that are docked and/or connected to the plant for intermittent unloading for a period over 24 hours shall have adequate controls in place to prevent unauthorized access. Examples of these controls include:
 - i. Sealed connection points
 - ii. Doors and hatches re-sealed or locked in between unloading

- iii. Bulk railcars or trucks are contained within an enclosed space with a roof and secure doors (Note: Gates and fences are not considered sufficient to prevent access).
 - 7.6.10. The controls shall be checked daily or upon resumption of unloading after a lapse of more than 24 hours to ensure there has been no unauthorized access.
 - 7.6.11. Chocolate and Biscuit products can only be loaded with high odour risk Gum and/or Candy products with the authorization of the Mondelēz International Quality Representative (based on risk assessment including test results, product type and packaging)
 - 7.6.12. Chocolate, Candy and Gum products may be only transported in chilled conditions with the authorization of the Mondelēz International Quality Representative
 - 7.6.13. Mondelēz International specify and communicate the required product handling conditions for Warehousing, Handling, Storage, Re-packing and Transportation Where specified, monitoring of temperature and humidity shall be carried out using calibrated recording equipment. This recording equipment shall be located in representative locations. Additionally, a reporting system with corrective action plans for out of acceptable range results shall be defined, documented and agreed with Mondelēz International Quality Representative
 - 7.6.14. Carriers have to ensure technical ability to log temperatures inside trailer and document them accordingly. Temperature protocols need to be verified by the carrier on regular basis and kept according the data retention requirements in 4.3 Suitable are either print outs (hard copies) or online documentation via remote data retrieval which can be made available to Mondelēz International personnel and/or Mondelēz International warehouse operators
 - 7.6.15. Any loss, damage or inconsistency with the list of Goods authorized for storage shall be registered and reported to Mondelēz International
- 7.7. Special Requirements for Temperature Controlled/ Conditioned, Chilled and Frozen storage/distribution (where product specifications require temperature controls):**
- 7.7.1. At a minimum, surface temperature of product (e.g. outer case) on incoming vehicles shall be checked and recorded prior to unloading.
 - 7.7.2. Risk assessment, checks and procedures need to be in place to avoid the risk of condense water on pallets / in product pack
 - 7.7.3. Trucks/Containers shall be conditioned to the specified temperature prior to loading. Internal temperature of the vehicle shall be checked and recorded before loading.
 - 7.7.4. Curtains or flaps shall be used where outside temperature is out of the specified range and loading areas are not controlled.
 - 7.7.5. Products shall be pre-chilled/frozen to the specified temperature prior to loading. and product shall be kept at specified temperature at all times; any interruptions shall be addressed and recorded
- 7.8. Storage/ Handling**
- 7.8.1 Fork lift trucks (FLT) shall be in good repair, clean, free from leaks. FTL utilized inside a facility shall preferably be electric powered. Liquid Petroleum Gas (LPG)(Propane) is acceptable. Gasoline or diesel powered FTL only allowed to be used outside facility
 - 7.8.2 FLT batteries shall be stored in a designated area in such a way as to avoid risk of material or product contamination. New technology batteries, which have a lower risk level, may require less strict segregation.
 - 7.8.3 The condition of product in stock shall be assessed at appropriate intervals in order to detect contamination, tampering, theft or deterioration, e.g. due to pest infestation, age, unsanitary conditions and temperature/humidity control abuses.
 - 7.8.4. Access to storage areas, including products, packaging materials and exterior storage areas (e.g. tanks, silos) shall be restricted to authorized personnel only.

- 7.8.5. An effective FIFO (first in first out) or FEFO (first expired, first out) system shall be in place for all materials or products stored for Mondelēz International.
- 7.8.6. Products or materials which have a strong odour **or display any other quality or food safety risk** shall be segregated to avoid cross contamination
- 7.8.7. Pallets, racks and equipment shall be maintained in good condition to prevent any physical damage to materials or products (e.g. free from nails, wood splinters etc.).
- 7.8.8 Airflow from heaters / refrigeration units shall be directed away from materials and products
- 7.8.9 Food, returned products, pet food and non–food items shall be handled and stored in a manner to avoid **taint** / contamination (e.g. moths in dry pet food), transfer of odours or any quality or **food safety** risk. Dividers or other precautions, e.g. traffic controls, separate air systems should be used for protection.
- 7.8.10 Pallets handling need to follow GMP / GTP
- 7.8.11. Racking and storage areas (e.g. staging areas, bins) shall be adequately spaced from the walls (minimum 12 inches / 30 cm) to allow for inspection of areas for cleanliness, insect or rodent activity. Additionally, where rodent control devices are placed there shall be an 18 inch / 45 cm gap to allow for inspection. Where this is not possible, alternative means of access shall be demonstrated.
- 7.8.12. Direct sunlight on product shall be avoided.
- 7.8.13. Mondelēz International specify and communicate the required product handling conditions for Warehousing, Handling, Storage, Re-packing and Transportation Where specified, monitoring of temperature and humidity shall be carried out using calibrated recording equipment. This recording equipment shall be located in representative locations. Additionally, a reporting system with corrective action plans for out of acceptable range results shall be defined, documented and agreed with Mondelēz International.
- 7.8.14. Any loss, damage or inconsistency with the list of Goods authorized for storage shall be registered and reported to Mondelēz International.**

7.8.15. Terms in common use for Transport and Storage conditions are:

Storage Type	Conditions
Ambient Storage	Prevailing conditions with no control over temperature or humidity required or expected.
Dry Storage	Prevailing conditions controlled to avoid absorption of humidity from air. Temperature range +10°C to +25 °C / 50°F to 77 °F, relative humidity < 65%.
Conditioned Storage	Temperature controlled within a defined range of +10°C to +20°C / 50°F to 68 °F. Humidity max 65%
Chilled / Refrigerated Storage	Temperature controlled within a defined range of +1°C to +8°C (34°F to 45 °F). Humidity range not defined. Consistent with US FDA requirements.
Refrigerated	Temperature controlled within a defined range of +1°C to +4°C / 34°F to 40 °F. Humidity range not defined. Procedures in place to assure that products are pre chilled to required temperature prior to loading, and vehicles are pre chilled prior to loading for distribution.
Frozen Storage	Temperature controlled within a defined range, typically –18°C to –30°C / 0°F to -22 °F. Humidity range not defined. Procedures in place to assure that products are pre frozen to required temperature prior to loading and vehicles are pre frozen prior to loading for distribution.

Super Chill	Temperature controlled within a defined range of -3°C to -0.5°C / 27°F to 31°F. Humidity range not defined. Procedures in place to assure that products are pre chilled to required temperature prior to loading, and vehicles are pre chilled prior to loading for distribution.
Protected	Temperature controlled within a defined range of +1°C to +35°C / 34°F to 95°F. Humidity range not defined.
Tanker Transfer of Chocolate Masses & Fillings sold as product [e.g. to external manufacturer]	Temperature controlled within a defined range typically within +40°C to +55°C /104°F to 131°F. Humidity range not defined.

Where local regulations specify conditions for Warehousing, Handling, Storage, Re-packing and Transportation of products these shall also be met. Where temperature ranges are specified for storage these shall also apply to transportation. Effective operation of vehicle chiller units shall be verified by temperature measurement

7.9. Identification and Traceability

- 7.9.1. All Mondelēz International businesses and contracted services shall meet the GS1 global requirements
- 7.9.2. Carriers shall have a documented **and verified** system for the identification and traceability of Mondelēz International products and materials in place
- 7.9.3. This system shall allow the Transport Company to trace within 4 hours the entire history of a specific lot through all stages of storage and shipping. This shall include identification of all materials handled and the customers to whom products were distributed (one step upstream – material received and handled; one step downstream – products distributed to)
- 7.9.4. Periodic recall exercises shall be carried out and documented to verify system capability (minimum annually) including corrective actions identified

7.10 Control of Monitoring and Measuring Devices

- 7.10.1 The Transport Company shall determine the monitoring and measurement to be undertaken and devices needed to provide evidence of conformity of service to specified requirements
- 7.10.2. A Procedure for measuring and monitoring equipment calibration shall be documented. A calibration program of control devices e.g. thermometers, humidity controls, scales, etc. shall be in place. This shall include
 - i. A Master list of equipment to be calibrated, identification number, location, frequency of calibration and acceptance criteria.
 - ii. The minimum required accuracy or allowable tolerance of the monitoring and measuring device outside of which recalibration, repair or replacement is necessary.
 - iii. Responsibility for performing calibration activities
- 7.10.3. Calibration activities shall be documented and corrective action to be taken when the results of a calibration are out of the specified limits.
- 7.10.4. When measuring equipment is found to be out of standard, a risk assessment shall be completed to determine any product implications regarding food safety, quality or regulatory.
- 7.10.5. Notification to Mondelēz International Quality Representative in cases of equipment or calibration failure.
- 7.10.6. Calibration shall be against known and valid standards which are traceable to international or national measurement standards. Where no such standards exist, the method of establishing and maintaining the standard for calibration shall be documented.

8. Measurement, Analysis and Improvement

8.1. Hold & Release / Control of Non-Conforming Product

- 8.1.1. A written hold & release control program shall be in place to assure that materials and products which need to be specifically identified/isolated and held, pending determination of their final disposition, will not be inadvertently dispatched.
- 8.1.2. Personnel shall be designated with the authority and responsibility for management of Hold and Release Programs, including monitoring and tracking held product through to final disposition.
- 8.1.3. The Transport Company shall assure that product which does not conform to specified requirements is identified and controlled to prevent its unintended use or distribution.
- 8.1.4. A record of ALL hold events shall be maintained. Available information shall include
 - i. The hold category
 - ii. Code date(s), quantity and/or time affected
 - iii. Reason for hold
 - iv. Investigative information
 - v. Final disposition and authorisation
 - vi. Inventory verification and reconciliation
- 8.1.5. Any materials or products suspected or identified to be non-conforming shall be placed on hold immediately upon discovery or immediately when requested by Mondelēz International Management. If the non-conformity is detected by the Transport Company Mondelēz International shall be notified immediately.
- 8.1.6. Where non-conformance is detected in products which are already in distribution the Mondelēz International Contact shall be notified immediately. Consideration must be given to identification and segregation of remaining stock (at other storage or distribution sites) that requires documented corrective or preventive action.
- 8.1.7. The specific reason for hold should not be shown on the tag or hold sticker, a reason code should be used [except where local regulations require indication of the hold reason].
- 8.1.8. Full traceability of all non-conforming products shall be in place and inadvertent movement shall be prevented through an effective system; inventory shall be controlled.
- 8.1.9. A systematic evaluation/audit of the hold and release program will be conducted at least annually at each site to assure the system functions properly.
- 8.1.10. A process shall be in place to immediately notify Mondelēz International when any material or product transported for Mondelēz International, or designated for shipment to a Mondelēz International facility or to the trade is inadvertently released from hold.
- 8.1.11. Held product inventories shall be reconciled at the time when final disposition is implemented and at any inventory count action taking place.
- 8.1.12. A training and awareness session will be conducted at least annually for all personnel involved with hold and release activities.
- 8.1.13. Disposition for products on hold shall be approved in writing by a designated Mondelēz International representative.
- 8.1.14. Complete evidence/documentation of destruction (e.g. certificates), including identification of materials and products destroyed, and shall be retained.
- 8.1.15. Destruction of unsatisfactory materials and products shall be supervised to assure they cannot re-enter the distribution chain.
- 8.1.16. Any labelled material or product that is dispositioned for destruction or animal feed shall be disfigured or destroyed to assure that Mondelēz International Trademarks cannot be reused in any manner.
- 8.1.17. Only Mondelēz International approved contractors or third parties shall be authorized to manage transportation and destruction of non-conforming product.
- 8.1.18. All product dispositioned for destruction that is unfit for human or animal consumption shall be identified in the accompanying documentation.

8.1.19. In the case of destruction by a third party, the contract with the third party shall specify the method of destruction, security measures, verification of destruction, final destination of the nonconforming product including company name and contact, and regulatory and environmental requirements shall be met to prevent the product re-entering the food chain.

8.2. Returns

- 8.2.1. A procedure for handling returned materials and products shall be in place to prevent re-entry in the distribution chain.
- 8.2.2. Drivers shall not accept returns from delivery points unless authorised in advance by the Mondelēz International Quality Representative.
- 8.2.3. Mondelēz International management shall be notified of all returns. Returns must be clearly identified, segregated from regular materials or products, and placed on hold until inspected and disposed by Mondelēz International authorized person.
- 8.2.4. Returned product inventories shall be reconciled at the time when final disposition is implemented and at any inventory count action taking place before.
- 8.2.5. Where raw materials, Ingredients, packaging or product belonging to Mondelēz International has been involved in incidents connected to theft, damage or unauthorized intrusions which occurred during the transport of goods, resulting from actions / events outside of Mondelēz International control, a documented risk assessment shall be made prior to redistribution or disposal. The risk assessment shall be conducted **and documented by Mondelēz International Logistics Operations or a trained warehouse operator and approved by Mondelēz International Quality representative**. The use of 3rd party inspection companies shall be approved by regional/ BU quality. The final disposition decision shall be in all cases be approved by Mondelēz International Quality Representative **with assistance of Mondelēz International regional Security**.

8.3. Internal Audit & External Audits

- 8.3.1. An internal audit program shall be established, documented and maintained to verify the effectiveness of the quality system.
- 8.3.2. Where the Operator has a quality management system which is registered under the ISO QMS standard, all requirements for internal audit given in the standard shall be met. Where the Operator does not have a quality management system which is registered, sufficient internal verification activity shall be carried out to assure that Mondelēz International requirements are met (minimum review each two years).
- 8.3.3. Carriers shall have effective programs for managing audits conducted by third parties in areas where Mondelēz International products are managed. This shall include but is not limited to:
 - i. Appropriate controls to restrict disclosure of confidential and/or proprietary Mondelēz International information, products and processes.
 - ii. Follow up and closure of any non-conformances.
 - iii. Notification to Mondelēz International of any serious issues raised during the audit. Corrective actions identified during both internal and external (e.g. third party) audits shall form part of the audit report and responsibility for tracking corrective actions to close-out shall be identified

8.4. Mondelēz International Quality Auditor Access

- 8.4.1. Mondelēz International **and / or contracted** quality auditors shall be authorised to audit/inspect **on-site or remote** at reasonable times any transport, shipping or handling of Mondelēz International products.
- 8.4.2. The audit/inspection may include review of records, processes, controls and facilities that demonstrate that transport of products for Mondelēz International are in line with requirements and specifications.
- 8.4.3. Limitations: An audit/inspection shall not extend to financial data, sales data (other than that directly related to Mondelēz International), pricing data or personnel data (other than data

regarding qualifications of technical and professional personnel perform functions pertinent to the audit).

- 8.4.4. Notification of Audits: It is Mondelēz International policy to give advance notice of intent to conduct **on-site or remote** an audit/inspection. However, nothing in any contract shall deny the right of Mondelēz International to conduct unannounced audits by its own agents, or through firms/agencies that conduct audits under contract.
- 8.4.5. Mondelēz International auditors shall not be exposed to confidential technology, which could compromise Mondelēz International business at a later date. Mondelēz International auditors shall be informed prior to the scheduled audit in this instance, as it is Mondelēz International policy not to sign confidentiality agreements with service suppliers/ Warehouses prior to or at the time of a quality audit.

8.5. **Corrective and Preventive Action**

- 8.5.1. Corrective action shall take place (but is not limited to) when:
- i. A non-conformity relating to product or product handling caused by the Operator led to a hold (e.g. interruption of cooling chain)
 - ii. Quality system failures lead to non-compliance with Mondelēz International Quality Requirements or regulatory requirements.
 - iii. Regulatory authorities identify conditions that may violate laws or regulations. The Mondelēz International contracting representative shall be notified of violations which directly or indirectly impact products stored for Mondelēz International and the actions taken to correct the violation and prevent reoccurrence.
 - iv. Non conformities are identified during Mondelēz International quality audits.

8.5.2 In such cases (8.5.1), a root cause analysis shall be conducted, documented and actions taken to prevent recurrence **and eliminate such non-conformities promptly**. Corrective Actions shall be tracked, monitored, and verified as effective **and will be measured against 100% in-time completion**.

8.6. **Confidentiality**

- 8.6.1. All transport companies shall establish systematic procedures for the management of confidentiality when working with outside parties. Confidentiality may be required by either party to prevent the unintentional disclosure of customer confidential information or disclosure of Mondelēz International confidential information.
- 8.6.2. Where confidentiality is required by Mondelēz International, it will be specified in the contract. If any pre-existing confidentiality agreement is in place this shall be reviewed to assure that the new information being exchanged is covered by the terms of the agreement. Procedures shall be in place to assure the adequate documentation of confidentiality is completed prior to the exchange of information.
- 8.6.3. Any information, which is already in the public domain, cannot be subject to Confidentiality

9. Food Defense and Supply Chain Security

Mondelēz International has a responsibility to consumers and sometimes Governments to secure our services and operations from the threat of intentional contamination of the food supply chain. These responsibilities need to be embraced by our key partners, distribution and transportation service providers, carriers, etc. and are reflected within this document. At Mondelēz International we call these efforts Food Defense and we depend on our warehouses, carriers, contract packers and repackers to do their part. Correspondingly, warehouses, carriers, contract packers and repackers acting on behalf of Mondelēz International which pack, or in any way handle ingredients, packaging or final product, shall develop specific procedures to secure our product, to deter and prevent intentional contamination and will have protocols in place to quickly and accurately identify, respond to and contain threats or acts of intentional contamination. Likewise, warehouses, contract packers and repackers will ensure their suppliers adopt similar protocols and implement appropriate controls.

The laws and government expectations regarding Food Defense vary from country to country. Food manufacturers, carriers and handlers that operate in the United States or that ship into the United States have the most stringent requirements in the world*. Elsewhere laws can be less prescriptive. Mondelēz International implements an internationally recognized certification programme to help us meet legal and consumer expectations. Warehouses, Contract packers and Repackers that meet international industry standard TAPA FSR¹ level C are considered to meet the minimum Mondelēz International Food Defense standards. Carriers which meet international industry standard TAPA TSR² level 3 are considered to meet the minimum Mondelēz International transportation standards³. Partners are to ensure that they can demonstrate achievement of those standards on request to Mondelēz International.

*Note that in addition, the Customs-Trade Partnership against Terrorism (CT-PAT) program forms part of the Customs and Border controls for the USA and is designed to promote supply chain security. It includes specific mandatory criteria for different types of activities. C-TPAT and Food Defense are mutually supportive, although separate programs, formed and enforced under different elements of US legislation. Both are mandatory for manufacturers, handlers and/or shippers of Mondelēz International product to the USA. Warehouses, Contract packers and Repackers which meet, and can demonstrate certified compliance with, international industry standard TAPA FSR level A are considered by US Customs to meet the requirements of CTPAT.

Additional information, useful websites and related regulations are contained in **Appendix C: Food Defense Information** the detailed Mondelēz International requirements under TAPA TSR 3 are contained at Section 9.4 of this document

9.1. Warehouses, Contract packer and Repacker acting on behalf of Mondelēz International who are based in the US, or who are handling or shipping materials or finished product destined for the United States, are expected to meet the requirements detailed below and shall be prepared to provide Mondelēz International confirmation, through audit as required, that they have done and will continue to do so:

- 9.1.1. Adopt and maintain (by 2016) a Food Defense program including the essential elements at (3) below and which meets ISO 28000 / TAPA FSR Level C (sites – version 2011 self-assessment) / TAPA TSR Level 3 (transport) requirements and standards
- 9.1.2. FDA facility registration list. Complete and maintain registration in the Mondelēz International FDA facility registration list.
- 9.1.3. One-Up-One-Down records maintenance. Maintain records to identify the immediate previous source of food or ingredient received and the immediate subsequent recipient of food or ingredient shipped.

¹ Transported Asset Protection Association (TAPA) Freight Security Requirement (FSR) designed for securing warehouse, logistics and distribution centre control of goods.

² Trucking Security Requirement (TSR) (Updated 2012) designed for securing road transportation of high value cargo.

³ TAPA TSR standards for MONDELÉZ INTERNATIONAL as set out in the Appendix are mandatory and auditable as such as of 1 Jan 2016. In the interim, transport security is expected to achieve basic security standards as defined elsewhere in this document and in applicable contractual agreements.

- 9.1.4. Detained product. Ensure detained product is held as directed by Mondelēz International (See Chapter Measurement, Analysis and Improvement).
- 9.1.5. Meet C-TPAT Import Security Criteria if making shipments to the U.S. but originating elsewhere.
- 9.1.6. Container Security. When transporting a container or trailer for a C-TPAT importer, a high security seal that meets or exceeds the current PAS ISO 17712 standards for high security seals shall be utilized.
- 9.2. Mondelēz International Warehouses, Contract packer and Repacker based outside the US and/or which do not ship or handle product destined for the United States are expected to develop facility Food Defense programs that meet the minimum set standards (including those essential elements outlined at (3) below) and shall be prepared to provide Mondelēz International confirmation, through audit as required, that they have and will continue to:**
- 9.2.1. **A Food Defense Program as above which meets either ISO 28000 (certificate) / TAPA C (sites – version 2011 self-assessment) / TSR 3 requirements and standards.**
- 9.2.2. Clearly-defined roles and responsibilities of those individuals responsible for maintaining the program.
- 9.2.3. Procedures for reporting threats or acts of intentional contamination to Mondelēz International (in every instance) and to others (as required by local law).
- 9.3. As part of this program and noting the importance of these elements, all Warehouses, Contract packer and Repacker will specifically ensure that the following are in place:**
- 9.3.1. Access control. All sites will have an appropriate access control system to deter people with the intent of harming our products from gaining access to do so. Warehouses, copackers and repackers shall implement systems and procedures to identify people who are regularly on site (e.g., employees and contractors) as well as to limit access to restricted areas to authorized people only. Specifically:
- (a) Processing and manufacturing areas
 - (b) Ingredient and raw material storage areas (to include packaging stocks)
 - (c) Hazardous and chemical storage areas
 - (d) Shipping and receiving areas
- 9.3.2. Background Screening. Warehouses, Contract packer and Repacker will conduct background screening checks on employee candidates. Local law will dictate what kind of background checks can be conducted. In the US, criminal checks, reference and qualification checks and drug screening are routine and typically addressed in contract language.
- 9.3.3. Shipping and Receiving. The Warehouse/ Repacker/Copacker will take deliberate steps, and implement procedures, to monitor and verify the identity of drivers and vehicles, the state of vehicles as well as the integrity of incoming and outgoing shipments. **Any loss, damage or inconsistency with the list of Goods authorized for storage shall be documented and reported to Mondelēz International.** All deliveries in and out of warehouses shall be transported in appropriately sealed containers / vehicles. (Sections Product Receipt and Shipping Controls and Storage of this document). Special regulations may apply on specific routes; carriers are to ensure that they comply with any such special regulations. Warehouses / Repackers / Contract packers will monitor compliance by carriers as part of their Food Defense program and report discrepancies to Mondelēz International.

9.4. TAPA TSR Level 3 Requirements.

Management Support and Responsibilities protocols: Security Management

A business shall:

- Appoint a senior responsible person for supply chain security within the business.
- Have a documented security policy (With review schedule)
- Hold current Insurance policy covering max value of load.
- Be able to supply policy number, name and address of Insurance company & proof of payment as required to MONDELÉZ INTERNATIONAL

Training Protocols: Security Training

A business shall:

- Have a documented & recorded driver training program for security awareness

Physical Security: Truck \ Trailer Security

As a minimum vehicles supplied shall have:

- Anti- Slash curtain sides (or hard sided)
- Trailer immobilisation devices fitted and operating when trailer dropped
- Two way communication systems fitted

A business shall:

- Have a documented sealing procedure
- As a minimum use a metal strip seal (or stronger)
- Overseas (Bolt seal) High Security Seals CTPAT and ISO 17712:2010 compliant
- **Note; All trucks for multiple drop points with no more than 24 hours delivery period from time of dispatch: it is sufficient for the vehicle to be under driver lock control, no seal requirement, Mondelēz International expects the transport company to maintain the integrity and security of the load throughout the transit**

Management Support and Responsibilities protocols: Investigations

A business shall:

- Have a formal process for recording security incidents (Inc. Incident log) to include truck thefts, partial thefts, and clandestine intrusions.

Management Support and Responsibilities protocols: Sub-contracting

A business shall:

- Have a documented and recorded sub-contractor review process
- Have a contractual relationship in place with the subcontractors
- (Inc. Security standards equal to or exceeding Mondelēz International 's; prohibiting further subcontracting)
- Have a documented and recorded process to verify the above

Appendix A – Glossary

- **Consumer Unit:** Trade item purchased by the consumer. May also be referred to as ‘consumer package’ or ‘retail package’. May be an individual item (e.g. individual chocolate bar), or a multipack
- **Disposition:** Determining and authorizing what shall be done with product, ingredient or packaging which has been placed on hold. Examples would include:
 - Accept – may be sold through normal channels
 - May be further processed by Rework, repair or reclaim to meet specifications
 - May be accepted, with or without further processing, for alternative applications (Re-graded, for example to liquidation or distressed sales)
 - Reject or scrap. Destruction of products and packaging shall be carried out in a secure manner to prevent recovery or re-use.
- **Extraneous Matter:** Any object or matter which may become part of the product being produced, which is not designed to be part of such product. Extraneous matter may be a foreign object, foreign material or an aberration in the product or product ingredient. Examples may include: metal; stones; wood; animal parts; plastic; paper and extraneous matter inherent to raw materials (bone, nut shells, etc.)
- **Food Defense:** Safeguarding the food supply against intentional acts (or threat of an act), such as mass contamination and product tampering. Food Defense should not be confused with Food Security which, as defined by the World Health Organisation (WHO), includes concerns about the availability of a sufficient national food supply.
- **GS1:** GS1 is an international non-profit association dedicated to the development and implementation of global specifications to management of supply and demand chains across multiple sectors. (Industry and trade used). Standards are BarCodes (GTIN), eCom, GDSN & EPCglobal. Solutions cover Data Quality, Traceability see : <http://www.gs1.org/>
- **Government Regulations:** The laws and regulations of the location in which products are stored and the laws and regulations of the destination to which products may be shipped.
- **HACCP (Hazard Analysis and Critical Control Points):** A system identifying specific hazard(s) and preventative measures for their control.
- **Hazard:** The potential to cause harm. Hazards can be biological, chemical or physical.
- **Hold:** A status assigned to specified product indicating it shall all remain stopped from normal handling processes until further notice. Synonyms include: quarantined, blocked, segregated, contained, embargoed, etc.
- **Lot:** A unique identity given to a defined quantity of a material usually based on time and location of manufacture. For continuous processes, a lot cannot exceed the amount of material produced in one 24 hour period. For non-continuous processes, the batch, blend, shift, or other time segment may be used to identify a lot. For materials received in bulk, the lot would usually be identified as the contents of the bulk vehicle.
- **Non-Conforming:** Non fulfilment of a need or expectation that is stated, generally implied, or obligatory
- **Operator:** Any Mondelēz International department/third party company providing a service (e.g. storage, transport) involving the handling of Mondelēz International products/raw materials.
- **Packaging Component:** All elements of packaging including adhesives, labels, inks, dyes and stabilizers.
- **Pathogen:** A food borne microorganism recognized as a public health hazard that can cause illness or death in humans.
- **Pesticides:** Compounds classified as such by the regulatory authorities of the location where stored and the destination to which products may be delivered. These include, but are not limited to, fungicides, insecticides, rodenticides and herbicides.
- **Product Retrieval:** Any voluntary or involuntary retrieval of product that has been released for distribution.
- **Product returns:** Products which have left Mondelēz International control and have been returned to Mondelēz International (e.g. product returns from Mondelēz International customers, distributors).

Returns do not include deliveries or part deliveries which are not accepted by the customer at the point of delivery (e.g. refusals/unplanned returns)

- **Purchased Materials:** equipment, services or materials purchased for use in the Mondelēz International operations.
- **Quality Program:** A logical sequence of **documented** actions designed to assure specific product quality specifications are met.
- **Quality Records:** Documents detailing the history of a lot of finished product, distribution steps, control charts, inspection results, amount stored, formal releases and disposition.
- **Quality System:** **Documented** Organisational structure, policies, programs and procedures needed to manage product quality.
- **Quarantine:** e.g. time for regular microbiological testing of finished product. During that time the goods shall be on hold and under Mondelēz International control (at Mondelēz International own or contacted facility).
- **Regulatory Action:** A seizure, embargo, hold of any product or a prosecution, injunction, citation, regulatory letter or notice of adverse findings from a regulatory authority or any federal, state, provincial or local court.
- **Regulatory Authority:** Any duly authorised agent or employee of any government agency empowered to enforce laws relative to food products. Any religious organisation which defines requirements for special product certification (i.e. Kosher or Halal).
- **Regulatory Contact:** A visit, inspection, audit, survey, inquiry or other contact by any regulatory authority that results in the identification of objectionable conditions which require a response. This does not include those visits made on a regular basis (i.e. daily, weekly, monthly), unless such a visit reveals a material or product destined for a Mondelēz International facility is not in compliance with applicable laws or regulations.
- **Risk:** An estimate of the likely occurrence of a hazard or illness.
- **Special Situation:** A Special Situation includes any product, facility issue or set of circumstances that has the likely potential, to expose:
 - Consumers, employees or other individuals or entities or the environment to injury, loss, harm or damage, or
 - The company, its employees, products, tangible or intangible assets to serious legal or regulatory liability, severe adverse publicity, sustainable negative public opinion or damage to the reputation of the company, or
 - Mondelēz International business Operations to severe disruption.
- **Suitable Facility:** A facility in which the design, layout and utilities meet all Good Warehousing/ Distribution Practices (GWP), industry standards and present no food safety or other risk to Mondelēz International .
- **Tankers:** closed bulk haulage
- **Traceability:** The ability to track a specific lot of ingredient/component to the product which contains it; and to track a finished product to the primary external customer(s) or destination(s).
- **Traded Unit or Shipping Case:** Trade item which does not pass the point of sale, e.g. carton, case, bag , stand-alone product display.
- **Transport incident:** Theft, partial theft, damages, clandestine intrusions or any other issues which occurred during the transportation of goods



Global Transport Quality Expectations

DATE/REVISION: 30/06/2016 R01
SUPERSEDES: : 06.09.2013
PAGE: 22 of 22

Appendix B – FOOD DEFENSE INFORMATION

Warehouses, Contract packer, Repacker and transport companies may contact their Mondelēz International contact to obtain samples of our internal Food Defense support materials which draw upon PAS 96 process and procedures to protect our internal manufacturing sites. However as above and as of 2016, compliance with the provisions of the Transported Asset Protection Association (TAPA) Freight Security Requirement (FSR) level C and Truck Security Requirement (TSR) level 3 demonstrate the necessary standard of security. For TSR level 3, specific guidance for Mondelēz International is contained at Section 9.4. of this document

Below are links for further information

TAPA:

Europe

<http://tapaemea.com/public/index.php?navId=1&subnavId=1>

US

<http://www.tapaonline.org/>

Asia: <http://www.tapa-asia.org/>

C-TPAT

Please note that shipments from outside the U.S. or Canada shall meet the C-TPAT Import Security Criteria, please click on the link for specific information:

http://www.customs.ustras.gov/xp/cgov/import/commercial_enforcement/ctpat/criteria_importers/ctpat_importer_criteria.xml

C-TPAT members: http://www.cbp.gov/xp/cgov/trade/cargo_security/ctpat/ctpat_members/

C-TPAT Cargo Security http://www.cbp.gov/xp/cgov/trade/cargo_security/ctpat/

C-TPAT Foreign Manufacturers:

http://www.cbp.gov/xp/cgov/trade/cargo_security/ctpat/security_criteria/sec_criteria_foreign_mfc/foreign_mfc_security_criteria.xml

FOOD & DRUG ADMINISTRATION (FDA):

Federal Food, Drug, and Cosmetic Act, 21 USC 321, et. seq.

<http://www.fda.gov/RegulatoryInformation/Legislation/FederalFoodDrugandCosmeticActFDCA/default.htm>

FDA Guidelines, <http://www.fda.gov/ForIndustry/GuidanceDocuments/default.htm>

Reportable Food Registry Section 417 of the FDCA.

<http://www.fda.gov/RegulatoryInformation/Legislation/FederalFoodDrugandCosmeticActFDCA/FDCAChapterIVFood/ucm088549.htm>

21 CFR 1-199, <http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200821>

42 CFR 73, http://www.selectagents.gov/resources/42_cfr_73_final_rule.pdf

<http://www.accessdata.fda.gov/videos/CFSAN/ALERT/alrt01.cfm>

UNITED STATES DEPARTMENT of AGRICULTURE (USDA) & FOOD SERVICE INSPECTION SERVICES (FSIS)

USDA - Food Safety and Inspection Service (FSIS) "Developing a **Food Defense** Plan for Meat and Poultry Slaughter and Processing Plants", January 2007 http://www.fsis.usda.gov/PDF/Food_Defense_Plan.pdf

FDA/USDA - "An Introduction to **Food Security** Awareness"

<http://www.fda.gov/ora/training/orau/FoodSecurity/startpage.html>

DEPARTMENT OF HOMELAND SECURITY (DHS)

CBP – Customs-Trade Partnership against Terrorism Security Criteria

http://www.cbp.gov/xp/cgov/trade/cargo_security/ctpat/security_crite