



ALDI Stores

(A Limited Partnership)
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NATIONAL

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RE: Fresh Produce Surveillance Testing Policy

Dear Business Partner,

Scope

This Policy applies to whole fresh produce products supplied to ALDI Stores. It is the supplier's responsibility to fully understand this Policy before participation in tenders to supply. This Policy forms part of the ALDI Product Contract, and compliance with this Policy is therefore required for all orders placed by ALDI with the supplier.

Policy Statement

Fresh produce sold in Australia must comply with the following legislative and industry requirements with regard to Microbiological, Chemical and Heavy Metal Testing as a minimum:

- Department of Agriculture, Fisheries and Forestry (DAFF) importation requirements (imported Products)
- Food Standards Australia New Zealand (FSANZ) Food Standards Code, Standard 1.4.2 Maximum Residue Limits
- Food Standards Australia New Zealand (FSANZ) Food Standards Code, Standard 1.4.1 Contaminants & Natural Toxicants
- Australian Chemicals and Veterinary Medicines Authority (APVMA) Maximum Residue Limit (MRL) Standard, including all future amendments to the above requirements.
- Global Food Safety Initiative (GFSI) and Harmonized Australian Retailer Produce Scheme (HARPS)

The supplier to ALDI Stores must be aware of the above requirements and shall implement all reasonable precautions and due diligence checks to ensure that all products supplied to ALDI Stores comply. The supplier is also responsible for keeping up to date with legislation, and current industry practice, as the requirements are not limited to the above.

In addition, the fresh produce suppliers to ALDI Stores shall ensure that:

- Microbiological, Chemical and Heavy Metal testing shall be undertaken per the requirements of the GFSI scheme (including any local regulations) and additional specified ALDI General Testing Requirements (AGTR) and/or specifications.
- Records relating to the application of chemicals are maintained and held for at least two years from production/harvesting. Such records will be made available for inspection by ALDI Stores or their representative upon request.
- MRL testing of produce destined for sale to ALDI Stores shall be undertaken for all agricultural products applied to produce.
- Microbial, Chemical and Heavy Metal testing must be carried out by certified laboratory accredited by NATA (or equivalent). This data shall be available to ALDI Stores or their representative upon request.

Responsibilities

Supplier

All fresh produce suppliers are required to comply with the Policy as a pre-condition to supply. The policy will be incorporated into all Product Contracts.

The supplier shall agree to the cost of produce surveillance testing obtained by ALDI Stores. The Produce Technical Service Provider (TSP) will invoice the supplier directly, and the invoice will be required to be paid by the supplier in accordance with its invoice terms.

ALDI Stores obtain this testing for its own due diligence purposes. However, it does not relieve the supplier from their obligations under this Policy and the Terms & Conditions of Purchase and Product Contract. The supplier shall implement their own checks and procedures to ensure that all products supplied to ALDI Stores comply with all applicable legislation, standards and codes of practice (including but not limited to those referred to in this Policy).

The supplier shall inform ALDI Stores immediately of any products found to be non-compliant with requirements under Australian legislation and industry standards. In addition, the supplier will cooperate with ALDI Stores or its representative in providing as much information as possible on chemical use on all products supplied.

If any of the products have been found to be in breach of Critical Limits (whether as a result of ALDI Stores' produce surveillance testing, the supplier's own testing, or otherwise), ALDI Stores may require more frequent testing of the products from the supplier for a time to be determined at the discretion of ALDI Stores' Produce Quality Assurance Specialist. The supplier will pay the TSP directly for the additional surveillance testing required by ALDI Stores, with the cost of this testing invoiced to the supplier for payment in accordance with the invoice terms.

Produce Surveillance Testing Violations

Result > 100% of MRL, Microbiological & Heavy Metal Detections

- 1) The TSP will conduct a second test to confirm the >100% of MRL, Micro or Heavy Metal breach.
- 2) The TSP is to contact the QA immediately once a non-conformance is confirmed after the second test.
- 3) The QA contacts the Buying team immediately and advises that the supply of the product needs to be suspended pending further testing. When the affected batch has been supplied to multiple regions, the suspension will apply to all these regions. The QA will update the regions of the suspensions.
- 4) QA will issue an NCR to the relevant supplier detailing the detection and/or suspension. The QA Specialist includes the relevant Buying Team in all communication.
- 5) The supplier is required to conduct a traceback on the product for the relevant grower and provide a clear test result for the same batch if possible. If the supplier no longer has the same batch available, the next batch should be tested. The supplier is also required to complete the NCR and the QA will close out the NCR once clear retest results have been received. The product will remain on suspension until the QA is satisfied with the outcome of the supplier's investigation.
- 6) If any of the products have been found to be in breach of Critical Limits (whether as a result of ALDI Stores' produce surveillance testing, the supplier's own testing, or otherwise), ALDI Stores may require more frequent testing of the products from the supplier for a period of time to be determined at the discretion of ALDI Stores' QA Specialist. The supplier will pay the TSP directly for the additional surveillance testing required by ALDI QA with the cost of this testing invoiced to the supplier for payment in accordance with the invoice terms.
- 7) A second breach may result in the suspension of supply of that product from that grower and/or supplier for a minimum of 12 months.

Any questions should be raised with the Produce Quality Assurance Specialist.

Regards,
ALDI Stores Quality Assurance Department
