

HACCP INTERNATIONAL
eliminate the hazard - reduce the risk



This is to certify that

Crane Composites Inc

Wall and Ceiling Panels

(Limited to the products listed on the
Certification Statement)

are certified as suitable for use in food and beverage
facilities that operate in accordance with a

HACCP based Food Safety Programme

noting the conditions of the certification statement
Food Zone Classification: SSZ

in accordance with the requirements of
**HACCP International's Food Safety
Certification Systems**



Issued by

Approved

25 May 2020

31 May 2022

Issue Date

Expiry Date

Certificate Number

HACCP INTERNATIONAL
eliminate the hazard - reduce the risk



Certification Statement	I-PE-949-CRA-R4-01
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Crane Composites Inc

Certificate Expiry Date	31 May 2022
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Wall and Ceiling Panels

- Food Zone Classification: SSZ (Splash or Spill Zone)
- Glasbord FSM - Factory Mutual Approved Class A Smooth Wall Panel
 - Glasbord FSI - Class A Smooth Wall Panel
 - Glasbord FX - Class A Embossed Wall and Ceiling Panel
 - Glasbord FXE - Factory Mutual Approved Class A Embossed Wall and Ceiling Panel
 - Glasbord PIF - Class C Embossed Wall Panel
 - Glasbord PSI - Class C Smooth Wall Panel
 - Glasbord PSIF - Class C Smooth Wall and Ceiling Panel
 - Glasbord PWI - Class C Embossed Kemlite Panel
 - Glasbord PWIP - Class C Embossed Lamination Panel

HACCP International Pty Ltd certifies the products listed above as suitable for use in food processing and food handling environments in facilities that operate in accordance with a HACCP based Food Safety Programme.

The panels are to be installed in accordance with the manufacturer's instructions and recommendations, using caulk or sealant seam treatments.

Licence Commencement	25 May 2020
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Certificate Issue Date	25 May 2020
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HACCP International's evaluation and certification is strictly confined to matters of food safety or the operation of a HACCP based food safety programme. Whilst all reasonable care is taken by HACCP International in its evaluation of the product(s) or services(s) described herein, HACCP International does not guarantee that every food safety risk in every application has been identified. No guarantee is offered or implied in the issuing of this statement.

Licence Agreement

Crane Composites Inc is licensed to use the HACCP International certification mark, in accordance with HACCP International's Certification Trade Mark Rules and Conditions in Region 3 (Africa & Middle East), Region 4 (Europe), Region 5 (The Americas) in respect of the products listed above, for a period of 24 months from the licence commencement date Crane Composites Inc is in receipt of the HACCP International Pty Ltd Certification Trade Mark Rules and Conditions v3.0 and agrees to abide by the conditions therein.

Licensee's Signature: _____ **Date:** _____

AMERICAS :
GAI Building
618 E South Street
Suite 500, Orlando
Florida 32801 USA
T: +1 407 992 6223

ASIA PACIFIC :
Unit 6601,
66/F The Centre
99 Queen's Road
Central, Hong Kong, SAR
T: +852 2824 8601

AUSTRALIA :
3/1 Ridge Steet,
North Sydney
NSW 2060 Australia
ABN 98 138 356 359
T: +61 2 9956 6911

EUROPE :
3 Aspen Road
Chartham Downs
Canterbury, Kent CT4 7TB
United Kingdom
T: +44 1227 731745

www.haccp-international.com



DRAFT

Draft Date 15 May 2020

Approved by

Certification Statement	I-PE-949-CRA-R4-01
Crane Composites Inc	
Certificate Expiry Date	31 May 2022
Wall and Ceiling Panels Food Zone Classification: SSZ (Splash or Spill Zone) Glasbord FSFM - Factory Mutual Approved Class A Smooth Wall Panel Glasbord FSI - Class A Smooth Wall Panel Glasbord FX - Class A Embossed Wall and Ceiling Panel Glasbord FXE - Factory Mutual Approved Class A Embossed Wall and Ceiling Panel Glasbord PIF - Class C Embossed Wall Panel Glasbord PSI - Class C Smooth Wall Panel Glasbord PSIF - Class C Smooth Wall and Ceiling Panel Glasbord PWI - Class C Embossed Kemlite Panel Glasbord PWIP - Class C Embossed Lamination Panel	

HACCP International Pty Ltd certifies the products listed above as suitable for use in food processing and food handling environments in facilities that operate in accordance with a HACCP based Food Safety Programme.

The panels are to be installed in accordance with the manufacturer's instructions and recommendations, using caulk or sealant seam treatments.

Licence Commencement	01 June 2020
Certificate Issue Date	Not Issued Yet

HACCP International's evaluation and certification is strictly confined to matters of food safety or the operation of a HACCP based food safety programme. Whilst all reasonable care is taken by HACCP International in its evaluation of the product(s) or services(s) described herein, HACCP International does not guarantee that every food safety risk in every application has been identified. No guarantee is offered or implied in the issuing of this statement.

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Please review and make corrections to product or brand names if required

Sign here and return to HACCP International by email (office@haccp.com.au) or fax +61 2 99567313

Certification documents will be issued after receipt of signed drafts and payment of all invoices

HACCP International Food-safe Equipment Materials and Services



Food Zone Classifications

FZP (Food Zone Primary) items are suitable for use in the *food zone* and are suitable for contact with *food*.

Examples of products that may be classified FZP:

Disposable gloves, probe thermometers, conveyor belts, piping bags, utensils, cutting boards, servingware, ice making equipment, carcass tags, baking paper, food storage containers.

FZS (Food Zone Secondary) items are suitable for touching *food contact surfaces* but are not expected to touch *food* during normal conditions of use.

Examples of products that may be classified FZS:

Cleaning cloths and non-woven wipes, scour pads, hard surface sanitisers, drum covers, brush-ware, food packaging labels, washing-up detergent.

SSZ (Splash or Spill Zone) items are suitable for use in *food handling areas* such as kitchens, production areas and processing areas, but are not suitable for coming directly into contact with *food* or items that will touch food.

Examples of products that may be classified SSZ:

Floor mats, hand-soap dispensers, rapid-closing doors, light fittings, extraction hoods, mops, floor surfacing materials, hair nets, insect control units.

NFZ (Non Food Zone) items are items that are suitable for use in and around *food handling facilities* and that make a contribution to food safety but that are not suitable for use in areas where *open* (unpackaged) food is handled.

Examples of products that may be classified NFZ:

Rodenticides, temperature monitoring software, laboratory equipment and analytical test kits, laundry equipment, liquid insecticides.

food facilities that operate in accordance with a HACCP-based food safety programme.

To be eligible for certification, items must have an impact on food safety, or must make a contribution to food safety. The terms of certification, as specified on the Certification Statement, depend on the intended function of the item. For example, an item that is intended to be used for cleaning hard surfaces is classified as an aid to cleaning, and this does not mean that the item is suitable for use as a food wash.

The HACCP International Food Zone Classification System describes four physical areas and/or applications for which an item may be found suitable for use within a *food handling facility*. Definitions for each class and for terms in italics can be found below.

Definitions – Food Zone Classes

FZP

FZP (Food Zone Primary) items are;

- equipment, devices and/or materials suitable for use in the *food zone* which are suitable for use as *primary contact items* when used as intended, instructed or recommended by the manufacturer or supplier;

or

- equipment, devices or materials which contain parts or which generate materials which dispense materials that could come into contact with *food* when used as intended, instructed or recommended by the manufacturer or supplier.

All FZP items are also suitable as *secondary contact items* and most are also suitable for use in the *splash/spill zone* and *non-food zones* of food facilities. For example, gloves are classified as FZP also meet the criteria for FZS, SSZ and NFZ.

FZS

FZS (Food Zone Secondary) items are;

- equipment, devices and/or materials suitable for use in the *food zone* that are suitable for use as *secondary contact items* and which are not *primary contact items* when used as intended, instructed or recommended by the manufacturer or supplier;

or

- equipment, devices or materials which contain parts or which generate materials which dispense materials that could come into contact with *secondary contact items* when used as intended, instructed or recommended by the manufacturer or supplier.

Most FZS items are also suitable for use in the *splash/spill zone* and *non-food zones* of food facilities. For example, cleaning consumables that are classified as FZS also meet the criteria for SSZ and NFZ.

SSZ

SSZ (Splash or Spill Zone) items are;

- equipment, devices and/or materials suitable for use in the *splash/spill zone* that are not suitable for use in the *food zone* when used as intended, instructed or recommended by the manufacturer or supplier.

Most SSZ items are also suitable for use in *non-food zones* of food facilities. For example, hand-soap dispensers that are classified as SSZ also meet the criteria for NFZ.

NFZ

NFZ (Non Food Zone) items are;

- equipment, devices and/or materials suitable for use in *non-food zones of food handling facilities* that have the potential to make an impact on food safety and/or make a contribution to food safety or the proper operation of a food safety management system
- and
- are not suitable for use in the *food zone* or the *splash/spill zone* when used as intended, instructed or recommended by the manufacturer or supplier.

Glossary

Food	In this document, food includes, but is not limited to human foods, beverages, animal feed, food ingredients and agricultural products for use in human or animal feed. Food that is not part of the <i>food product stream</i> , such as debris, garbage and waste are not considered 'food' for the purposes of this document.
Food Contact Surfaces	Food contact surfaces are the parts of <i>primary contact items</i> that are expected to come into contact with <i>food</i> .
Food Handling Area	A food handling area is a location such as a room or a zone within a <i>food handling facility</i> in which <i>open</i> , unpackaged food is processed, prepared, packed, conveyed, held or displayed.
Food Handling Device	A food handling device is a machine or other device which contains food, but is not food packaging and that is typically used outside a food handling facility, such as an ice machine or a food vending machine.
Food Handling Facility	A food handling facility is any place where <i>food</i> is stored, produced, packed, consumed, displayed or transported. Food handling facilities may operate a food safety management system.

Food Product Stream	A food product stream is a <i>food</i> product of a liquid or particulate nature, which is moving continuously through a pipeline or aperture, or along a conveyor, or is otherwise part of a food processing or food preparation process. Food in the food product stream is food which is intended to be consumed in the future.
Food Zone	<p>The food zone is any area of a <i>food handling facility</i>, or any part of a food handling device that could come into contact with <i>food</i> in the <i>food product stream</i>. The food zone includes areas from which splashed or spilled food could drip or fall to rejoin the product stream.</p> <p>Equipment and materials that are suitable for the food zone may be designated as <i>primary contact items</i> or <i>secondary contact items</i>.</p>
Non-food zone	Non-food zones are areas of a <i>food handling facility</i> or parts of a <i>food handling device</i> that do not come into direct contact with food of any kind, including food debris, during expected conditions.
Open Food	Open (unpackaged) food refers to <i>food</i> that is not contained within a sealed package or container.
Primary Contact Items	Primary contact items are devices, materials or equipment which come into contact with <i>food</i> in the <i>food product stream</i> during expected conditions of use.
Secondary Contact Items	Secondary contact items are devices, materials, equipment or surfaces in the <i>food zone</i> which come into contact with <i>primary contact items</i> during ordinary expected use. To be classified as a secondary contact item, the item would be expected to touch the <i>food contact surface/s</i> of a primary contact item; some primary contact items have both food contact surfaces and non-food contact surfaces, such as the inside and the outside of an ice machine.
Splash/Spill Zone	The splash/spill zone is any area in a <i>food handling facility</i> , or any part of a <i>food handling device</i> , which could come into contact with splashed or spilled <i>food</i> that cannot re-enter the <i>food product stream</i> .

- in Annex 1) and is referred to, in these rules, as the HACCP International Trade Mark, the HACCP International Certification Mark or The Mark.
- 1.4 The HACCP International Certification Trade Mark is owned by HACCP International Pty Ltd, a registered business in Australia (ABN: 98 138 356 359), hereafter referred to as HACCP International and HACCP Australia Pty Ltd, a registered business in Australia (ABN 71 079 739 816), hereafter referred to as HACCP Australia.

1.5 HACCP International has the right to license the use of the HACCP International Certification Trade Mark.

CERTIFICATION ACTIVITIES

- 2.1 HACCP International offers certification to those organisations that demonstrate compliance to food safe principals in their product design and operation which meet the approval and standards of HACCP International. Such organisations may be granted a licence to use and display the HACCP International Certification Trade Mark.
- 2.2 The evaluation of each product or service includes an assessment of compliance to the requirements of HACCP International standards as well as to internationally recognised food safety standards, regulations and codes of practice.
- 2.3 Evaluation personnel are bachelor degree qualified food technologists with at least three years experience in the food industry as food technologists.
- 2.4 The evaluation of products or services is confined to characteristics that could have an impact on food safety or the operation of a HACCP based food safety programme.
- 2.5 HACCP International reserves the right to refuse certification and refuse to grant a licence in respect of a product or service which, in the opinion of HACCP International:
- does not meet the requirements HACCP International's standards for certification;
 - presents, after a risk analysis by qualified HACCP International food technologists, an unacceptable food safety risk profile;
 - does not meet a recognised industry code of practice;
 - has characteristic/s that make it unsuitable for use in the food industry;
 - does not have, in its intended use, potential to impact on food safety.
- 2.6 HACCP International may delegate any or all of its functions described herein to HACCP Australia or an agent with the exception of the certification decision and the issuing of certificates.

CONDITIONS FOR THE USE OF THE HACCP INTERNATIONAL CERTIFICATION TRADE MARK

- 3.1 The Licensee may use the HACCP International Certification Trade Mark in conjunction with a certified product or service :
- only
 - after completing an application form and undergoing an evaluation process by HACCP International;
 - after being granted a licence or other authorisation by HACCP International and
 - in accordance with the conditions described in this document;
 - as described in any relevant contract arrangement;
 - in accordance with the wording of the certificate and the accompanying certification statement and
 - only in the country or geographic region(s) described in the certification statement¹. Use of the HACCP International Certification Trade Mark in any other country or territory requires a separate or additional licence or the written permission of HACCP International.
- 3.2 HACCP International may revoke a licence or suspend a licence if the licensee:
- commits a breach of, or does not comply with, these rules; or
 - does not use The Mark in accordance with the licence; or
 - uses The Mark in a way that, in the opinion of HACCP International, might be misleading to the public or the market; or
 - is found, during an audit by a HACCP International auditor, or inspector authorised by HACCP International, to have a major system failure or product defect which is not rectified within the time determined by HACCP International; or
 - fails to pay any licence fees, costs or charges; or
 - becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors or makes any arrangement or composition with its creditors, or, if a company enters into liquidation (whether compulsory or voluntary, but not including voluntary liquidation for the purposes of reconstruction) or has a receiver appointed to its business.
- 3.3 The licence shall remain suspended until the licensee can satisfy HACCP International that the breach of clause has been rectified. If after 30 days of receipt of notice of suspension the licensee is unable to satisfy HACCP International that the breach of Clause 2.2 has been rectified, HACCP International may revoke the licence.

COMPLAINTS and RIGHT OF APPEAL

- 4.1 Complaints of any kind, including those regarding applications, pricing, evaluation processes, certification decisions, use of the certification trade mark or any other complaints or disputes related to the services or activities of HACCP International should, in the first instance, be addressed to:
- The Managing Director
HACCP International
3/1 Ridge Street, North Sydney
New South Wales 2060, Australia
- 4.2 If a complaint or dispute is not resolved to the satisfaction of the complainant, the appeal process, as described in clauses 4.4, 4.5 and 4.6 of this document will be invoked.
- 4.3 Licence applicants or licensees seeking to appeal a decision made under clauses 2.1, 2.5 or 3.2 shall advise HACCP International in writing within 14 days of receipt of any notification of such decision.
- 4.4 The person or organisation who will hear and determine the appeal ("the adjudicator") shall be the HACCP International Advisory Committee, which comprises HACCP International staff and independent representatives, or another body or individual agreed to by the parties within 30 days of HACCP International receiving written notification of the licensee's intention to appeal as stated above in Clause 4.3.
- 4.5 In the event that an adjudicator cannot be agreed upon, the parties agree to the appointment of an adjudicator by the president of the Institute of Arbitrators and Mediators Australia (IAMA) in Australia. Both parties will meet all costs of adjudication and any IAMA charges equally.
- 4.6 The adjudicator shall determine the procedure of the appeal and the parties shall comply with that procedure and the adjudicator's decision.

OBLIGATIONS OF LICENSOR

- 5.1 HACCP International will, prior to providing certification services:
- agree on the proposed scope of a certification project with the applicant;
 - describe evaluation procedures to the applicant;
 - provide a written description of fees;
 - provide the applicant with a list of information, samples and any other requirements to be provided by the applicant for the purposes of product evaluation;
- 5.2 HACCP International will provide advice to the applicant, prior to proceeding, should there be any revised estimates of evaluation fees above the quoted amount.
- 5.3 HACCP International will confine requirements, evaluation and decisions on certification to those matters specifically related to the scope of certification being considered.

OBLIGATIONS OF LICENSEE

A licensee shall:

- d) notify HACCP International of any change to the licensee's business, products, services or processes, which may affect its certification;
- e) give HACCP International or its agents, reasonable access to examine processes, records or other material which, in the opinion of HACCP International, are relevant to the certified product, its food safety characteristics and / or the licence;
- f) settle, within the stated terms,
 - (i) any fees set by HACCP International in relation to granting or administering the licence and in relation to any services provided, including assessment, auditing, supervising, inspecting or testing,
 - (ii) any royalties set by HACCP International and agreed by the licensee at the time of application.
- g) upon termination of the licence (however determined), immediately discontinue all use of the HACCP International Certification Trade Mark. Any material disposed of by a licensee which bears The Mark shall, if HACCP International so requires, be treated, at the licensee's expense, so as to be The Mark.

NOTE: The licensee shall not be entitled to any refund of fees paid or costs incurred in the event of any relinquishment, revocation, renewal, alteration or suspension of the licence.

7. RELINQUISHMENT OF LICENCE

A licensee may relinquish a licence at any time by notice in writing to HACCP International. No refund on any unexpired licence period will be given by HACCP International.

8. NOTICES

Any notice or other communication to be given or sent to the applicant or licensee shall be deemed to be duly given or sent if sent by post, email or electronic transmission to the address last known to HACCP International. Notice shall be deemed to be given at the time when it would ordinarily have been given using the method employed.

9. PRESENTATION AND USE

9.1 The HACCP International Certification Trade Mark may be applied to stationery and publicity material, products, their immediate packaging, outer packaging. This can include brochures, business cards, advertisements, stickers, etc and may also include items such as electronic company flags and vehicles.

9.2 If there is doubt regarding the intended use of The Mark, licensees should contact HACCP International prior to printing for advice. Misuse of The Mark could result in the issue of a "Corrective Action Request" and/or an order to discontinue using the offending items.

9.3 Any subsidiary companies, site addresses, branches or products not included in the licence agreement or detailed on the certificate are prohibited from using The Mark without the written permission of HACCP International.

9.4 The HACCP International Certification Trade Mark may only be:

- a) reproduced as follows:
 - (i) Size: The Mark can be reproduced in any size providing the relative proportions of The Mark are not distorted or altered. In smaller reproductions of The Mark, the wording may be omitted for the sake of legibility.
 - (ii) Wording: Except for the above modification for smaller reproductions, no alterations to the style or content of the wording "HACCP International Food Safety Certification Programme" or "HACCP International Food Safety Certification Programme" is permitted without the express written permission of HACCP International.
 - (iii) Colours: The Mark may be reproduced in any two colour format.
 - (iv) Artwork and other Material for Reproducing The Mark: HACCP International will provide artwork for companies wishing to reproduce The Mark. This artwork is available in a variety of forms, including electronic versions, labels, etc. Information on other promotional materials may be obtained from HACCP International.
- b) used in a manner that:
 - (i) relates directly to the physical locations, products, services, or business capabilities detailed in the licence agreement or certification statement.
 - (ii) does not imply or suggest that the certification covers physical locations, products, services or business capabilities that are not detailed in the certificate and/or the licence agreement and /or the certification statement(s).

10. MISCELLANEOUS

10.1 A licence is non-exclusive and non-transferable.

10.2 A list of licensees shall be kept by HACCP International and open to inspection.

10.3 Organisations licensed to use the HACCP International Certification Trade Mark may also use the HACCP Australia Certification Trade Mark Australasia. All the conditions applying to the use of the HACCP International Certification Trade Mark apply equally to the use of the HACCP Australia Certification Trade Mark.

10.4 In these rules, words importing the singular include the plural and vice versa.

10.5 The granting of a licence and/ or the issuing of a certificate in no way implies that any product or service included in the certificate, certification statement or the licence agreement is approved by any other international body or any national, state or local government or ministers or representatives thereof.

10.6 Whilst all reasonable care is taken by HACCP International in assessing the food safety aspects of products or services submitted for certification, HACCP International does not guarantee that every food safety risk, or any other work or health risk, has been identified and no guarantee is offered or implied in licensing the use of the HACCP International Certification Trade Mark.

10.7 HACCP International does not accept liability for incorrect information that has been provided to it nor does it accept liability for the consequences of the practices of the user of the product or service or the licensee or agents of the licensee.

11. COMMUNICATIONS

11.1 Communications regarding HACCP International licensing matters should, in the first instance, be addressed to:

The Company Secretary
HACCP International
3/1 Ridge Street, North Sydney
New South Wales 2060, Australia



Annex 1 – The HACCP International Certification Trade Mark

Geographical region definitions are available upon request from HACCP International and can be found at www.haccp.com.au/tools-downloads.php

HACCP International Licence Region Definitions



INTRODUCTION

Use of the HACCP International Certification Trade Mark is controlled by the *HACCP INTERNATIONAL - CERTIFICATION TRADE MARK RULES & CONDITION* and all licensees agree to be bound by the terms of those rules and conditions.

Section 3.1 of *HACCP INTERNATIONAL - CERTIFICATION TRADE MARK RULES & CONDITIONS* limits the use of the mark as follows:

3.1 *The Licensee may use the HACCP International Certification Trade Mark in conjunction with a certified product or service :*

- d) only in the country or geographic region(s) described in the certification statement. Use of the HACCP International Certification Trade Mark in any other country or territory requires a separate or additional licence or the written permission of HACCP International Pty Ltd.*

GEOGRAPHIC REGIONS

The geographic regions referred to in Clause 3.1 (d) of *HACCP INTERNATIONAL - CERTIFICATION TRADE MARK RULES & CONDITIONS* and in the certification statement are defined as follows:

Region ‘Country’	A single named country as defined by its political or geographical borders.
Region ‘Global’	All countries, states and territories of the world.
Region 1 (Australasia)	Australia, Australian Overseas Territories, The Federated States of Micronesia, French Polynesia, New Zealand, New Zealand Overseas Territories, Fiji, Kiribati, Nauru, Papua New Guinea, The Solomon Islands, Tonga, Tuvalu, Vanuatu and Western Samoa.
Region 2 (Asia)	The People’s Republic of China (and The PRC’s SARs – Hong Kong and Macau), Japan, India, Pakistan, Sri Lanka, Bangladesh, Bhutan, Taiwan, Thailand, Malaysia, The Philippines, Singapore, Laos, Indonesia, Macau, North Korea, South Korea, Brunei, East Timor, Myanmar, Cambodia and Vietnam.
Region 3 (Africa and The Middle East)	Those countries of the African continent and Madagascar, Armenia, Azerbaijan, Bahrain, Egypt, Georgia, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syria, Turkey, Turkmenistan, United Arab Emirates and Yemen.
Region 4 (Europe)	Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark , Estonia, Finland , France, Georgia , Germany, Greece. Hungary, Iceland, Ireland, Italy, Kosovo , Latvia, Liechtenstein, Lithuania, Luxembourg ,Macedonia, Malta, Moldova, Monaco, Montenegro, The Netherlands, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden. Switzerland, Turkey, Ukraine, United Kingdom and Vatican City.
Region 5 (The Americas)	Antigua and Barbuda, Bahamas, Barbados, Belize, Canada, Costa Rica. Cuba, Dominica, Dominican Republic. El Salvador. Grenada, Guatemala, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Panama, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Trinidad and Tobago, The United States of America, Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, Guyana, Paraguay, Peru, Suriname, Uruguay and Venezuela.

Countries not listed may be included within their relevant geographic region, with written permission from HACCP International.