Quality Agreement – Logistics Service Providers

Food safety requirements for storage, handling, transport and forwarding of NUX products

Document no.	AGR-01	**Version**	1.0
Title	Quality Agreement – Logistics Service Providers	**Status**	Approved
Owner	Tim Engels	**Approved by**	Jack Engels (CEO), Tim Engels (COO)
Effective date	14-10-2026 (agreement: on signature by both parties)	**Next review**	Annually, in the service provider review (PRO-12)
BRCGS A&B clauses	4.2.3, 4.2.5, 4.3.1, 3.3.3, 3.7, 3.10.1, 3.11.1, 2.8.1	**Related documents**	PRO-12, HACCP-01, RA-01, PRO-09, PRO-10, PRO-15

1. Parties

	NUX	Service provider
Company	NUX Group B.V.	
Address	Koningsweg 101, 's-Hertogenbosch, the Netherlands	
Chamber of Commerce no.	96484217	
Contact for quality matters	Tim Engels, COO – tim@nuxgroup.nl	
24/7 emergency contact	Tim Engels +31 6 12639498 / Jack Engels +31 6 53156610	

2. Purpose and scope

NUX trades edible nuts (cashew kernels, groundnuts, almonds) for food processors and is certified, or working towards certification, to the BRCGS Global Standard for Agents and Brokers. NUX does not handle product itself; it relies on its service providers. This agreement sets out the food safety, legality, authenticity, security and traceability requirements that apply whenever the service provider stores, handles, cleans, transports or forwards products for NUX.

Services covered (tick all that apply):

	Service
☐	Storage and handling in a warehouse (intake, storage, release, loading)
☐	Cleaning or sorting of product on NUX instruction
☐	Freight forwarding, customs clearance and arranging transport (incl. hauliers used)
☐	Road transport
☐	Other:

This agreement applies in addition to the service provider's general terms (e.g. NVLS or Fenex conditions). Where they conflict on food safety, legality or traceability, this agreement prevails.

3. Certification and legal compliance

1. The service provider holds and maintains a valid certificate for its food activities to a GFSI-recognised or BRCGS standard (e.g. BRCGS Storage & Distribution, IFS Logistics, FSSC 22000) or another standard agreed with NUX, and is registered with the competent authority (e.g. NVWA) where required by law.
2. It sends NUX a copy of every new certificate and informs NUX within 2 working days if its certificate is suspended, withdrawn or not renewed.
3. It informs NUX before implementing any significant change to its HACCP or food safety plan, premises or procedures that may affect NUX products.

4. Intake

For every container or delivery the service provider checks and records:

- container and seal number against the transport documents (seal intact);
- condition of container and packaging – wet, mould, odour, damage, pests, foreign matter, torn or deflated vacuum packs;
- quantity (packs/bags) and lot identification against NUX instructions.

Any deviation is reported to NUX within 24 hours with photos. Affected product is kept separate and is not released until NUX decides. If a container shows signs of contamination, the service provider contacts NUX before unloading where possible.

5. Storage

- Clean, dry, well-ventilated and cool storage, protected from rain, condensation, direct sunlight and heat sources.
- Product is stored off the floor and away from walls, separated from chemicals, non-food, odorous goods and damaged packs of other products (allergen cross-contact).
- An effective pest control programme by a professional contractor; records available to NUX on request.
- First-in, first-out unless NUX instructs otherwise.
- No fumigation, treatment, re-packing or re-labelling of NUX product without written NUX approval.

6. Blocking and non-conforming product

On NUX's request the service provider blocks a lot immediately – physically (marked and separated) and in its stock system – and confirms the block in writing. Blocked product is not moved, released or sampled without written NUX instruction. Cleaning or sorting of non-conforming lots is only carried out on written NUX instruction and only by a certified service provider; lot identity is kept, input and output weights and rejects are recorded, and rejects are handled as NUX instructs.

7. Release and loading

- Product is released only on a written release order from NUX (e-mail from Tim Engels or Jack Engels) stating lot/container number, quantity and destination.
- Before loading, the vehicle or container is checked to be clean, dry, odour-free, closed and in good condition; the check is recorded.
- The delivery note states the NUX lot/container number.

8. Traceability and records

The service provider keeps records that link every movement of NUX product – intake, storage location, blocking, cleaning/sorting, release, loading – to the NUX lot and container number. Records are kept for at least 5 years and copies are supplied to NUX within 1 working day on request. NUX tests this at least once a year as part of its traceability test.

9. Security and food defence

The service provider protects NUX product against theft, tampering, substitution and malicious contamination: controlled access to storage areas, sealed containers and vehicles, and reporting of any suspected tampering to NUX immediately. Where the service provider is certified to a BRCGS or GFSI standard that includes product security, this is accepted as evidence; otherwise NUX verifies the arrangements at the start of the contract.

10. Incidents, authorities and recall

- Any incident that may affect the safety, legality, authenticity or quality of NUX product (e.g. flooding, fire, pest infestation, contamination, theft, tampering) is reported to NUX immediately and at the latest within 4 hours, by phone and confirmed by e-mail.
- Visits, inspections or sampling of NUX product by an authority (e.g. NVWA, customs) are reported to NUX the same day.
- The service provider cooperates fully and without delay in any NUX product withdrawal, recall or mock recall.

11. Subcontracting

Activities for NUX are only subcontracted (e.g. to a haulier or another warehouse) with NUX's prior consent. The service provider ensures that the subcontractor works in accordance with the law, maintains traceability, and complies with the requirements of this agreement and with the service provider's own HACCP-based controls.

12. Customer requirements, audits and review

- NUX may pass on specific customer requirements in writing; the service provider confirms whether it can meet them.
- NUX may audit or visit the service provider's premises and records, with reasonable notice (immediately in case of an incident).
- NUX reviews the service provider's performance at least once a year, based on intake accuracy, damage and complaints, response times, incidents and certificate validity, and shares the outcome.

13. Term

This agreement enters into force on signature and remains valid until terminated in writing by either party with one month's notice. Obligations on records and traceability continue for the retention period.

Signatures

For NUX Group B.V.	Signature and date	For the service provider	Signature and date
Tim Engels, COO		Name: Function:	

Annex A – Contacts

Role	NUX	Service provider
Quality / food safety	Tim Engels – +31 6 12639498 – tim@nuxgroup.nl	
Deputy / 24/7	Jack Engels – +31 6 53156610	
Operations / release orders	Tim Engels, Jack Engels	

Change history

Version	Date	Description of change	Approved by
0.1	14-10-2026	First draft for review	–
1.0	14-10-2026	Approved; NUX contact details added	Jack Engels, Tim Engels