

General Conditions of TÜV NORD CERT GmbH for certification of economic operators according to ISCC EU /ISCC PLUS / REDcert EU / REDcert²

Certification

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If you should require any further information then please do not hesitate to contact us. We will be please to help you.

Please contact us via mail to info.tncert@tuev-nord.de or by telephone 0800 245 74 57 (Free-phone from within Germany) or +49 511 9986-1222 from abroad.

TÜV NORD CERT GmbH
Langemarckstraße 20
45141 Essen
Germany

www.tuev-nord-cert.com

Preliminary remarks:

The applicable certification system is the certification system named on Page 1 of the associated offer/proposal.

1 TASKS OF THE CERTIFICATION BODY

The requirements of the relevant certification system invariably apply.

The tasks of the certification body within the framework of the inspections and audits at operators' sites are specified in the certification conditions / conditions of use of the applicable certification system (Annex 1).

If required the certification body will notify the applied certification system of each control activity by means of submitting a special audit notification form. Upon request, the contracts with the Client (economic operator) will be disclosed to the applied certification system.

The certification body undertakes to report to the certification system on the performed control activity. This will be done immediately after completing the internal certification process and by using reporting forms as provided by the certification system.

Any non-conformities that have been identified must be carefully recorded with regard to the nature and extent of the findings as well as the proposed measures for eliminating the non-conformities.

In the event of imminent danger, certification system must be notified in advance of the non-conformity bypassing the formal procedure.

The certification body undertakes to document the results of the assessment activities in such a way that certification system may, in the future, have easy access to the inspection results or any other authority that may be responsible for the accreditation of the certification body in the future¹.

The certification body undertakes to provide certification system and to any other authority that may be responsible for the accreditation of the certification body in the future with an insight into this documentation and to report to certification system on the carried out control activities.

If measures for eliminating the non-conformities are taken in accordance with the proposed corrective actions, the certification body must check their effectiveness and compliance. In such cases the economic operator (not the applied certification system) is liable for the possible additional costs (e.g. for subsequent inspections).

The certification body undertakes to treat all information regarding the company of the Client (economic operator) to which it has been granted access with care and only to make use of the information for the agreed purpose. Documents to which the certification body has been granted access are only passed on to third parties and/or published in accordance with the rules of the applicable certification system. Furthermore, in case of dispute, the certification body may disclose confidential information to the competent arbitration authority. The client may release the certification body from its confidentiality for specific reasons.

The certification body keeps and, if required, publishes a register of the economic operators certified by itself, along with the scope of the certificates.

¹ The Federal Agency for Agriculture and Food (BLE) is responsible for the recognition and supervision of certification bodies according to the sustainability regulations of Directive 2009/28 / EC, which are supported by the Biofuel Sustainability Ordinance (Biokraft-NachV) and the Biomass Electricity Sustainability Ordinance (BioSt-NachV). have been transposed into national law. ISCC PLUS and REDcert2 are not related to BLE recognition.

Complaints of third parties that are received by the certification body of TÜV NORD regarding the activities of economic operators that were certified by the certification body are recorded in writing, investigated and then actioned.

The certification body records complaints and claims of the Client regarding the certification procedure in writing, checks the facts of the case and investigates the complaints / claims. If no agreement is reached between the Client and the certification body, the complaints/claims procedure of TÜV NORD CERT published on the Internet (www.tuev-nord-cert.de) is used.

If requirements of the applicable certification system were not fulfilled in the audit, the certification body can perform a repeat audit at the Client's premises.

2 TASKS OF THE CLIENT

The requirements and certification conditions of the applicable certification system basically apply.

The Client undertakes to fulfil all the legal requirements of the applicable certification system at all times.

The client fully agrees to the certification conditions / conditions of the applicable certification system in the currently valid version.

The Client shall provide the certification body with all documents relating to the certification in good time (2 weeks) before the audit.

The Client will perform a **complete internal audit** before the certification audit and before all recertification audits. All elements of the applicable certification system and the locations/production sites that are relevant for the scope of the certificate must be audited. A management review taking these audit results into consideration must be performed before the audit of the certification body and must be documented. The result of the review must be provided in English language to the certification body in writing at least 2 weeks before the start of the audit.

At least 2 weeks before the start of the audit, the Client shall name a contact person responsible for the audit process to TÜV NORD in writing.

The Client shall make all the necessary arrangements in order to ensure that the inspections to be carried out during the audit by the certification body can be performed reliably, including taking of samples, and shall provide the auditors with access to all information, documents and records, e.g. regarding deliveries, certificates, calculations, proofs, audits and complaints, and shall provide and arrange access to all areas of the operation and to the personnel at all relevant sites.

The Client undertakes to grant the personnel of the applicable certification system and to the respective accreditation body (if such is designated) an access to all necessary documents, records and areas of his premises at all times.

In the case of audits taking place abroad where auditors are to be accompanied by the controllers of the certification system or by the applicable accreditation authority (if such is designated), the Client shall provide a respective interpreter for the duration of the audit at his own expense.

Following issuance of the certificate or amendments to the certificate, the Client undertakes to inform the certification body of all important changes. This applies for example to changes regarding the legal or organizational form of the company, or changes to the biomass, the technologies, the economic or ownership arrangements, the organization or the management [such as key personnel in management positions, decision-

making or specialist technical personnel etc.], the contact address and the locations, the scope of the certified management system and important changes to the management system and the processes.

The Client shall electronically transfer all Proofs of Sustainability issued in accordance with ISCC EU and REDcert EU requirements, in the required format, within 24 hours of their issue to the appropriate authority, in Germany the BLE in Bonn to NABISY database and to the certification body of TÜV NORD CERT GmbH esud@tuev-nord.de, and shall archive the proofs for at least 10 years following their issue.

The Client undertakes to record all complaints regarding the requirements of the applicable certification system, along with actions taken and their effectiveness. Appropriate documentation must be provided to the auditor during the audit.

The certificate may only be used by the Client and only in direct association with the audited product and the audited organization.

It is not permitted to make use of the certificate in relation to laboratory test reports, calibration certificates, inspection reports or reports/certificates for persons.

The Client must ensure that within the competitive environment, the certificate or statement of conformity is only used in such a way that a statement is made regarding the certified area of the Client, which corresponds to the certification itself. In addition, the Client must ensure that within the framework of competition, the impression does not arise that the certification performed by the certification body is like an inspection performed by an official governmental body.

Following suspension or withdrawal of the certification, the Client undertakes to immediately cease all advertising and use which is related to the certification in any way whatsoever and to return all certification documents to the certification body immediately.

The Client shall inform the certification body in writing of any advisory or consultancy services performed in the certification area before or after conclusion of the contract, in order to avoid conflict situations between the certification body and a consultancy or advisory company.

The costs for a repeat audit shall be borne by the Client in addition to the price named in the offer.

The Client agrees to publication of the Audit Report on the website of the applicable certification system.

3 USE OF THE CERTIFICATE BY THE CLIENT

The Client shall only make use of the certificate for the approved scope of certification, and shall only use it according to the rules of the applicable certification system.

If claims are made against the certification body based on use of the certificate which is not in accordance with the contract, the Client shall release the certification body from all claims of third parties. The same applies in cases where claims are made by third parties against the certification body based on advertising statements made by the Client or other behavior on the part of the Client.

The Client receives the non-transferable and non-exclusive right, limited to the term of the contract, to make use of the certificate in accordance with the conditions described above. The use of the certificate is limited to the Client and may not be transferred to third parties or legal successors without the express prior agreement of the certification body.

4 ENDING OF THE CONDITIONS OF USE FOR THE CERTIFICATE

The right of the Client to make use of the certificate ends automatically with immediate effect without the need for explicit termination, if

- the Client does not immediately report to the certification body changes of circumstances within his organization that are decisive for the certification, or the fact that there are indications that such changes may take place.
- the certification mark and/or the certificate are used in a manner that infringes Clause 2 or 3,
- the findings of the surveillance audits no longer justify upholding of the certificate in accordance with the rules of the applicable certification system,
- insolvency proceedings are opened in relation to the assets of the Client or an application for insolvency proceedings made against him is refused due to lack of assets,
- surveillance audits or repeat audits cannot be performed within the periods specified by the certification body or
- conflicts related to competition or intellectual property law arise with respect to the certificate.

In addition, TÜV NORD CERT GmbH and the Client have the right to terminate the contractual relationship with immediate effect if the Client is expressly forbidden to make use of the certificate in a legally binding fashion and/or the contract of the certification body with the applicable certification system ends and/or official recognition of TÜV NORD CERT GmbH as a certification body ends, no matter for what reason.

In the case of cancellation or suspension of the certificate and in the case of any other ending of the rights of use, the Client in particular undertakes to do the following:

- To return and ensure delivery of the certificate to the certification body
- To remove all certification and/or trade marks and logos referring to the certification, and if appropriate lettering, from products, documents and advertising materials
- To cooperate with the certification body in order to ensure that these obligations are met.

These General Conditions of Certification also apply for additions or amendments to certificates.

5 CERTIFICATION OF COMPANIES WITH MULTIPLE LOCATIONS (MULTI-SITE)

Not applicable because the certification is site specific.

6 MANAGEMENT OF NON-CONFORMITIES

A certificate can only be issued if an audit has been conducted, all applicable certification system requirements are fulfilled and if corrective measures have been implemented within 40 days, in case nonconformities were detected during the audit.

The number of assessments on the corrective actions for closure of non-conformities raised should be limited to two consecutive rounds. For further resolution the client and TUV may enter into an amendment for additional man-days required.