

Annex 2 - General Conditions of TÜV NORD CERT GmbH for certification of economic operators according to ISCC PLUS / REDcert2



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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 AND THE CLIENT

1.1 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

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. For further information, please refer to https://www.ble.de/DE/Themen/Klima-Energie/Nachhaltige-Biomasseherstellung/Rechtsgrundlagen/rechtsgrundlagen_node.html .

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.
- 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.

1.2 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 that the audit documentation and any other necessary documents may be passed on to the relevant certification system.
- The client agrees to the publication of the audit documentation and the certificate on the website of the relevant certification system or certification body.
- The client is responsible for ensuring that the conformity mark used corresponds to the scope of the certificate.

1.3 Arrangements regarding occupational health and safety

1.3.1 Arrangements to be undertaken by the client

In due time before performance of the contractual services, the client shall provide information regarding risks, hazards and stress, which could originate from the working environment in the client's factory or at the client's

premises. This information shall include information regarding hazardous substances in test pieces. The client shall provide information concerning whether and if appropriate, to what extent, risk and hazard assessments are required for the activities that have been ordered. Legal requirements apply.

The client shall have sufficient arrangements in place for first aid, alarm and rescue, and shall name contacts and responsibilities in this regard.

The client shall ensure that employees of the certification body only perform work when accompanied by an employee of the client.

The client shall provide the employees of the certification body with instruction on the basis of risk and hazard assessment(s) and work and operating instructions. The instruction shall include communication of emergency telephone numbers and assembly points in case of danger as well as a description of the functioning and safety of any equipment to be used under such circumstances.

The client shall supply any necessary personal protective equipment which may be necessary and which is not provided by the certification body (helmet, safety boots or shoes, ear and eye protection – e.g. ear defenders, safety spectacles/goggles) free of charge.

1.3.2 Certification Body

The employees of the certification body may only undertake work if the circumstances and the working environment are safe. The employee is entitled to refuse to perform the work in the presence of unacceptable hazards / risks / stresses.

2 VALIDITY AND RIGHTS OF USE THE CERTIFICATE

- The validity of the certificate begins with the date when the certificate is issued and ends as mentioned on the certificate. The term of the certificate depends on the particular standard on which the audit is based, but may not exceed a maximum of 3 years. This assumes that, based on the date of the certification audit, regular surveillance audits are performed in the company according to the specific accreditation rules or certification standards (e.g. yearly, half-yearly) with a positive result. A surveillance audit at short notice may also become necessary in certain justified cases. It is within the discretion of the certification body to decide on the necessity for such an audit. The certificate extension VDA 6.X is only valid in conjunction with the valid issued certificate according to ISO 9001.
- The scope of the certification is listed in German or in English language. A translation into other languages is provided in good faith. In case of doubt or objection, only the German or the English version of the certificate is binding.
- Approval for use of the test mark only applies for the area of the client's company, which has been certified. Use of the certificate for activities, which lie outside the scope of the certification, is not permitted.
- The certificate may only be used in the form that is provided by the certification body. The certificate may not be used in a misleading manner for advertising purposes.
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- The client must ensure that the the certificate are only used in advertising in such a way that a statement regarding the certified area of the client, which corresponds to the certification, is made. The client also has to make sure that, within the framework of competition, the impression is not created that certification by the certification body is equivalent to a governmental or official inspection.

- If a claim is made against the certification body according to the principles of product liability based on use of the certificate by the client which infringes the conditions of the contract, the client has the duty to hold the certification body harmless and to release the certification body with regard to all claims of third parties. The same applies for all cases in which a claim is made against the certification body by a third party based on advertising claims or other behavior on the part of the client.
- The client receives the non-transferable, non-exclusive right, time-limited to the contractual term, to make use of the certificate in accordance with the conditions stated above.
- Use of the certificate is limited to the client and may not be transferred to third parties or legal successors without the express permission of the certification body. If the client wishes to transfer the right of use the certificate, a corresponding application has to be submitted. A new audit must be performed if necessary.
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3 ENDING OF RIGHTS OF USE

3.1 Client

The right of the client to claim ownership of the certificate ends automatically with immediate effect without the need for an express statement of termination, if among others

- the client does not immediately report changes in his operations which are of significance as regards the certification, or indications that such changes may occur, to the certification body,
- the certificate are used in a such a way as to infringe the provisions of Item 2,
- the results of the surveillance audits no longer justify maintenance of the certificate,
- insolvency proceedings are opened with regard to the assets of the client or an application for opening of such proceedings directed against the client is refused on the grounds that insufficient assets are available,
- surveillance audits cannot be performed within the specified periods for reasons which fall under the responsibility of the client,
- actions for correction of nonconformities have not been carried out within the specified periods allowed or the results of such actions are not satisfactory or
- disputes arise in relation to the test mark in connection with competition law or intellectual property rights.

The certification body is entitled to suspend or terminate a certificate, if the certification body subsequently becomes aware of new information pertaining to the assessment of the certification procedure or its result.

The certification body reserves the right to make final decisions in relation to the certification, issue, refusal or maintenance of the certification, extension or restriction/limitation of the scope of the certification, renewal, suspension or reinstatement following suspension, or withdrawal of the certification.

In addition, the certification body (TÜV NORD CERT GmbH) and the client have the right to terminate the contractual relationship with immediate effect, if use of the certificate is prohibited to the client in a manner which is legally binding.

3.2 Certification Body

The certification body has the right to instigate a decertification procedure in the presence of the reasons given in 3.1 following proper and expert analysis, and to suspend, withdraw or declare the certificate to be invalid. If, by at the latest 6 months following a suspension, the client is able to prove that a situation corresponding

to the requirements for certification again exists, the certification can be reinstated. Any costs associated with this shall be the responsibility of the client.

3.3 End of Right of Use

Upon termination of the right of use, the client is obliged to immediately collect and destroy all certificates (originals, copies, pdf documents) and to cease advertising with the certificates.

3.4 Extension of existing Certificates

The General Conditions for the Certification of Management Systems apply correspondingly for extensions or additions to certificates.