

Certification Requirements of SC@PE International Ltd.

I. General Certification Requirements

1. General Regulations

- 1.1 The client is required to provide SC@PE International with all information necessary for the chosen certification standard. The transmission can either be done via the "interface data sheet" or through other adequate documents.
- 1.2 The client will provide the certification body with all necessary documents before the audit.
These are especially:
 - Quality Management Handbook
 - Assignment Matrix (Norm chapter for management system Documentation of the company)
 - Organisation chart / Organigram
 - Display of processes and process relationships – List of the controlled procedural documentation
 - List of the requirements set by law and the responsible local authority
 - Other documents that are mentioned in the offer
- 1.3 The client and SC@PE International can arrange a pre-audit. The extend of the pre-audit must be agreed upon by both parties.
- 1.4 During the audit at the company the effectiveness of the implemented management system is tested. The company proves the practical application of its documented processes during the audit. If a standard or standard requirement is not fulfilled, the deviation is recorded.
- 1.5 After the audit has ended, the client will be informed about the outcome of the audit in a closing meeting. The result will be documented in the audit report or to do list. Deviations are documented and can, if the result of the audit requires it, lead to a post-audit (i.e. a further on-site examination) or the submission of new documents. The extend of the post-audit is dictated by the lead auditor. During the post-audit, only the deviations of standards and standard requirements are examined.
- 1.6 The certificate/s is/are issued by SC@PE International after a successful examination of the documentation of the certification process. The certificate is only issued when all deviations that would stop a successful certification decision are resolved. The certificate is issued for the set time span.

- 1.7 In order to maintain the validity of the certificate, subject to the requirements of the certification standard, surveillance audits are to be conducted on-site. If the surveillance audit does not favour a positive decision for the continued validity of the certificate by the certification body, the certificate loses its validity. All issued certificates must be returned to the certification body in this case.
- 1.8 During a surveillance audit at minimum the basic standards or standard requirements are examined. Furthermore, the correct usage of the certificate (or, if applicable, the certification symbol) and the interceptions regarding the management system as well as the effectiveness of the corrective measures for the deviations found in previous audits are evaluated. The client will receive a report of the surveillance audit afterwards.
- 1.9 During surveillance or re-audits, or during an additional examination, the extension of the scope of the certificate, both geographically (e.g. additional locations) and technically (e.g. additional products) or the addition of standard requirement verifications are possible. The expenditure depends on the extend of the change, which must be clearly defined by the client before the audit.
- 1.10 In case of changes to the procedural conditions (e.g. company data, accreditation requirements) during the contract period, these changes must be considered during the process and the contracting party must be promptly informed. This also applies to possible changes in the scope of the certification effort, where necessary.
- 1.11 Integrated management systems of different standards and verification methods can be certified in a combined audit. These are offered in accordance with the applicable verification methods.
- 1.12 Costs that result from additional efforts in an unscheduled audit or post-audit or the verification of corrective measures to correct deviations are to be paid by the client and will be billed.

2. Customer Cooperation Duties

- 2.1 The client is required to provide SC@PE International with all documentation

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necessary for the chosen certification standard free of charge and is obligated to fulfil the minimum requirements of the certification scheme during the production of biomass biofuel and bioenergy.

- 2.2 The client grants the audit team sent by SC@PE International access to all records that apply to the scope of the audit as well as to the organisational units concerned. This obligation also extends to the authorized personnel of the public authority responsible for the system.
- 2.3 The client nominates one or more individuals that will support the auditor of SC@PE International in the fulfilment of the contractual obligations and who will serve as the contact person to the client.
- 2.4 The client is, after the issuing of the certificate, required to notify SC@PE International of any changes that have a substantial influence on the functioning of the management system, or the certified product, especially:
 - changes to the certified management system,
 - changes that concern the design or the specification of the certified products,
 - changes to the company structure or organisation.
- 2.5 The client is required to provide the auditor, during the audit, with documentation of all complaints or deviations found in regards to the management system outside of the work of the certification body, for example by customers as well as the solutions offered.
- 2.6 The client is obligated to provide the auditor, during the audit, with any and all written exchanges or measures regarding the normative documents and standard requirements of the applicable certification standard on request.
- 2.7 Any and all reporting requirements vis-a-vis the responsible public authority, that arise from the operative business and the issuing of sustainability verifications in accordance with BioKraft-Nach V and BioStrom-Nach V and the application of the certification system are to be fulfilled by the client.
- 2.8 The client is obligated to fulfil the requirements of the certification system and the sustainability regulation, especially regarding documentation of:
 - the fulfilment of the requirements of § 4 to 7 of the sustainability regulation by the client himself, as well as all companies directly or indirectly involved in the production or

delivery of biomass or biofuel that are not themselves interfaces, as stated by the certification scheme

- the quantities and the method of production of the used bio mass and
 - greenhouse gas emissions, each measured in gram carbon dioxide equivalent per mega joule biomass (g CO₂eq/MJ), that are produced by the client himself, as well as all companies directly or indirectly involved in the production or delivery of biomass or bio fuel that are not themselves interfaces during the production or transport of the product, if they are relevant for the calculation of the greenhouse gas emission reduction potential in accordance with § 8 BioStrom-Nach V or Biokraft-NachV.
 - the location of the production of the biomass in accordance with the certification scheme, if the client is the first gathering point according to § 2 paragraph. 3 No. 1 BioStrom-Nach V or Biokraft-NachV.
- 2.9 The client is required to record all complaints regarding the conformity of the certified product or the process with the requirements of the certification scheme that are directed at him, to introduce adequate measures in response, to document these measures and to show documentation of the entire process to the auditor as part of the audit.
 - 2.10 The client is obligated to pay for any expenses by SC@PE International Ltd that result from circumstances outside the control of the certification body that hinder the certification body from fulfilling its contractual obligations.

3. Appointed auditors, experts, assessors and the right to complain against the certification decision

- 3.1 The client has the right to object to the appointment of a specific auditor or expert if there is a legitimate reason.
- 3.2 In case of an auditor being appointed, who is not directly employed by SC@PE International (external auditors), the consent of the client for the appointment is required. This consent will be considered given, if the client does not object to the appointment of the external auditor within one week of the appointment.

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- 3.3 SC@PE international has the right to admit assessors of the accreditation authority to the audit as observers.
- 3.4 In case of complaints against the certification decision of SC@PE International, an arbitration committee can be nominated.
- 3.5 A complaint must be issued in written form and send to the following e-mail address: tellme@scape-int.com
- 4. Scope of the usage rights of the certificate and the certification symbol**
- 4.1 If the agreed certification process was successfully concluded, the client will receive an appropriate certificate by SC@PE International. This certificate is valid for the duration that was contractually agreed upon or set by the extraordinary certification conditions of SC@PE International.
- 4.2 With the issuing of the certificate, as described in 4.1, the client receives the single, non-transferable and non-exclusive right to use the certification symbol as explained in the conditions listed in 4.3 to 4.15 during the set validity of the certificate. This also allows him to use the symbol in communication media, like documents, brochures or advertisement
- 4.3 The granting of the use of the certificate issued by SC@PE International and the respective certification symbol exclusively applies to the scope of the issued certificate and the named business units of the client. The usage for business units that are not named is explicitly prohibited.
- 4.4 The certification symbol for the certification of the management system may only be used by the client in connection to the company name or logo of the client. It must not be used on the product of the client. This applies to packaging of products, laboratory reports, calibration certificates or inspection reports.
- 4.5 The client is obligated to use the certificate and certification system only in such a way, that an accurate statement made about the company/ business unit through the certification is represented properly. The client has to ensure, that the perception does not arise, that the certification was an authoritative examination, or that the system certification was in fact a product certification.
- 4.6 The client must not change the certificate or the certification symbol in any way.
- 4.7 The client is obligated to show, through the presentation of the certificate or certification symbol in its advertisement, that the certification is based on a voluntary and privately agreed examination.
- 4.8 The right to use the certificate and certification symbol ends when no valid certificate exists, especially after the certificate expired or because of the lack of required surveillance audits.
- 4.9 The right of the client to use the certificate and the certification symbol ends immediately, without the necessity of a formal termination, if the client uses the certificate or the certification symbol in a way that contradicts the instructions of 4.1 to 4.8 or in any other way that contradicts the contractual obligation of the client.
- 4.10 The right of the client to use the certificate and the certification symbol ends immediately in case of an effective and formally correct termination during the agreed time period in response to a legitimate extraordinary termination with an important reason.
- 4.11 The right of the client to use the certificate and the certification symbol also ends automatically if, based on regulatory or judicial authority, the certificate cannot be maintained.
- 4.12 If the right to use the certificate and the certification symbol ends, the client is obligated to return the certificate to SC@PE International.
- 4.13 In case of acts contradictory to contractual obligations, the claim of damages remains open to SC@PE International.
- 4.14 The certification must not be used in a way that could damage the reputation of SC@PE International.
- 4.15 The client is not authorized to give declarations in regards to the certificate that have not been authorized by SC@PE International
- 4.16 If it is conceivable that the certification requirements are not met by the client only for a limited period of time, the certificate can be suspended. During that period the client must not use the certification in any way. The status of the certification will be documented as described under point 5.

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4.17 If the root cause of the suspension is not adequately addressed during a mutually agreed time period, the certificate will be withdrawn.

5. Register of certified companies.

5.1 SC@PE International maintains a register of certified companies, including the scope of the certificates.

5.2 Suspended certificates, as described in 4.16, and withdrawn certificates, as explained in 4.9 and 4.17, as well as the withdrawal of the certificate because of obligations set by the audit in regards to the certification process that were not met in the prescribed period of time (e.g. the implementation of surveillance audits) are included in the register.

5.3 SC@PE International is allowed to grant access to the register defined in 5.1 to the public on request.

II. General Conditions for the accredited certification process

1. Certification audit

1.1 Usually, the certification audit has two phases. Phase 1 (pre-audit) will establish a general overview of the management system and the status of its implementation. Based on the information gathered, phase 2 of the audit can proceed. Here, the implementation and compliance with the management system is thoroughly evaluated.

1.2 Phases 1 and 2 can, in principle, be done in direct sequence to each other. If, however, it is found in phase 1 that the client is not ready for certification, it is necessary that phase 2 is only conducted once necessary steps have been taken in order to achieve certification readiness of the client. Any additional costs, including travel costs, travel time and downtime that arise to SC@PE International will have to be paid by the client.

1.3 Phase 1 and 2 must not be conducted more than 40 days (REDCert) apart. If the time period between them is longer, the main certification audit has to be repeated. Any additional costs, including travel costs, travel time and downtime that arise to SC@PE International will have to be paid by the client.

1.4 When determining the time period between phase 1 and 2, the requirements of the client

as well as sufficient time for the correction of weaknesses are taken into account. Usually phase 2 will take more time.

2. Surveillance Audits

2.1 In order to maintain the validity of the certificate, it may be necessary that one or more yearly surveillance audits are conducted on site, with between 3 and 6 months between them. The due date for such an audit depends on the validity of the certificate. Surveillance audits may be carried out up to two weeks before their due date but must not be conducted after the due date.

2.2 In order to be able to respond to the eventuality of having to postpone a surveillance audit short notice, the audit should be planned for the beginning of the 2 week period.

3. Short-notice audits

An extraordinary audit, that is either unannounced or announced at short notice, can be conducted under the following circumstances:

- Grievous complaints or other issues that become known to the certification body, that could challenge the effectiveness of the certified management system of the client that cannot be resolved from a distance of as part of the next regular audit (e.g. possible criminal offences by the client or its responsible employees)
- Changes in the company of the client that affect the management system in a way that no longer meet the requirements of the certification system
- As a consequence of the suspension of the certificate of the client

4. Standard specific conditions for an accredited certification process

The following are additional conditions for specific accredited certification processes that are offered by SC@PE International that are valid in addition to the general certification requirements for a specific standard

4.1 The additional requirements are valid for certification in accordance with the

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conditions for a sustainable production of liquid biomass for the energy production. (Biomassestrom-Nachhaltigkeitsverordnung – BioSt-NachV) or regulation for the sustainable production of bio fuels. (Biokraftstoff-Nachhaltigkeitsverordnung – Biokraft-NachV) as well as 36th Bundes-Immissionsschutz-Verordnung (BImSch V) Additional documents (e.g. Leitfaden Nachhaltige Biomasseherstellung) can be found in the current version on the website of the BLE (Bundesanstalt für Landwirtschaft und Ernährung) www.ble.de.

4.2 Depending on the chosen certification system, the relevant documents (for the correct stage) in their current version for the certification system REDcert GmbH (www.redcert.org) are to be followed.

4.3 SC@PE International is authorized irrevocably by the client to forward all required data as part of the certification to the BLE, REDcert GmbH. This includes audit reports, certificates and attestations.

4.4 The client is obligated to grant access to all necessary information without restriction to the BLE as well as given the BLE the right to enter property, business, sales and storage rooms as well as means of transportation during business hours,

- conduct inspections

view all written and digital business records, to evaluate them, to make copies and inquire about them

- take samples

5. Duties of the client

If the client is issuing proofs of sustainability, he is obligated to send copies of the proofs of sustainability (or double weighting proofs) to the responsible authority or the certification body and to respect the corresponding regulations of § 15 paragraph 1 BioStrom-Nach V or Biokraft-NachV.

All documents of the client are to be kept for a duration of 10 years.

The client is obligated to notify the certification body promptly of any changes to the company that could affect the compliance with the requirements of the certification scheme. It is known to the

client, that the certification system can demand charges for its usage. These charges are not included in the contract between the client and the certification body. The client recognizes the scale of charges for the usage of the certification system and is obligated to pay all charges in the time limits set as well as all additional charges that become payable as part of the implementation of the contract.

Furthermore, the client is obligated to

- only make declarations regarding the certification, that are included in the scope of the certification;
- cease any reference to the certification through advertisement and to return all certification documents to the certification body that are requested by the certification body after the suspension of the certificate;
- only use the certification to indicate that the products are certified regarding the conformity with the set standards;
- ensure that no certificate or report can be used in a partially or entirely misleading manner;
- fulfil the requirements of the certification body when he references the certification in communication media, like documents or advertisement.

6. Duties of the certification body

The certification body is obligated to uphold the legal requirements of BioStrom-NachV or Biokraft-NachV or Interface of 2009/28/EU and the certification system REDcert and to evaluate the client in accordance with the requirements of the certification system in the necessary time intervals.

6.2 The certification body is obligated to use all information and documents, including the content and result of interviews, evaluations and examinations of the client in a

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confidential manner and to use them only for the agreed purpose. Data that has been made available is not forwarded to third parties. Duties of public law for the transmission to authorities or the certification system are untouched. The client can free the certification of the requirement of confidentiality.

- 6.3 The certification body records the process and the result of the audit in written form through the audit report and indicates possible non-conformities accurately.
- 6.4 The certification body will conduct an evaluation by qualified auditors, based on the principles of the certification system and issues a certificate after a successful audit in accordance with BioStrom-NachV or Biokraft-NachV or Interface of 2009/28/EU.
- 6.5 The certification body will, after it has issued the certificate, enter the client into the register of certified companies and will inform the authorities, as well as the certification system, of the successful audit.
- 6.6 After the certificate has been issued, the certification body will notify the client about possible changes in the certification process that affect him directly. This does not affect the duty of the client to regularly check for possible changes to the certification system.

7. Issuing of a certificate

- 7.1 The client has the right to a renewal or extension of a certificate if all legal and system requirements are met and when this has been established during an evaluation of the certification body.
- 7.2 The validation period of certificates is 12 months from the date of issue.
- 7.3 After the validity of the certificate ends, the client may request a new certificate if he has fulfilled the requirements of the certification system for the duration of the certification, if the required records are plausible, and if any examinations of the certifications have not found any non-conformities.

7.4 In response to an application for the change of the scope of an existing certification, the certification body must decide which evaluation system, if existing, is applicable. The certification body will evaluate whether a change is possible and will then decide accordingly.

7.5 Through the issuing of a certificate, the client is not authorized to use the logo of the certification system. These rights are not part of this contract. The client knows that the usage of the certification system logo is only permitted after a logo usage contract and a logo usage license has been agreed upon.

7.6 The certification system manages and monitors the property, usage and presentation of permits, certificates and conformity indicators in an adequate manner. Inaccurate or illegal references to the certification system or misleading usage of permits and certificates or symbols in publications, catalogues etc. are counteracted with appropriate measures.

8. Warranty

The certification body does not grant any warranty for the renewal of its recognition by the German Ministry of Agriculture and Food (BLE). If the recognition is not renewed, both parties have an extraordinary right to terminate the contract. A warranty is not possible in this case. The certification body does not grant a warranty for the eventual confirmation of relevant decisions for the certification process, that follow from the interpretation of the legal framework or of relevant regulations of the certification system is confirmed at a later stage.

9. Liability

9.1 The certification body is only liable for damages that it has itself caused. The liability for indirect damages (especially financial losses) or secondary damages are excluded. These limitations to the liability of the certification body also apply to its employees and auditors.

9.2 If the services of the certification body are claimed by a competitor of the client in a way

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that the client himself is responsible for, the client will pay for any claims of third parties to the certification body.

- 9.3 The certification body is not liable for damages that occur as a result of changes to the legal framework or the certification system that have not been implemented by the responsible authority at all or too late.

10. Decision of the Certification body

The certification body acts and decides independently. The client does not have the right for a certificate to be issued. The client may object to or complain about the decision of the certification body. Both must be done in written form no later than 30 days after the issuing of the decision. Both

must be accompanied by adequate reasons.

11. Further regulations

- 11.1 The client must be told of any changes to the existing circumstances.
- 11.2 Side agreements and changes to the contract must be in written form in order to be valid.
- 11.3 If a particular provisions of this contract is not applicable, the other provisions are not affected by this. The contracting parties are obligated to replace the non-applicable provision in a way that the spirit of the non-applicable provision is continued.

12. Place of delivery and place of jurisdiction.

Place of delivery and place of jurisdiction for the certification body SC@PE International Ltd. is Braunschweig in Germany.

