# Terms of Certification of SC@PE International ltd.

## I. General certification conditions

### 1. General rules

1.1 The client is obliged to provide SC@PE International ltd. with all the information necessary for the preparation of an offer of the standard to be certified. This is usually done by transmitting the registered scopes in the certification standard to be certified. In addition, this documentation should be done through the completed form “Customer Questionnaire” and other appropriate documents.

1.2 The client shall provide the certification body with all necessary documents before a first certification audit. In particular, these may include:

- Manual/Guide on the regulations for quality management in the company
- Organisation plan/organisational chart
  - Responsibility Matrix of Employees
  - Qualification evidence
- Presentation of processes and process descriptions according to the scopes to be certified
  - Mass balance concept
  - GHG model (if necessary)
- Certification-relevant administrative generosities and expert opinions
- Other documents requested by the certification body in preparation for an audit

1.3 The client and SC@PE International ltd. may arrange a pre-audit in order to check the basic certification maturity in accordance with the standard to be certified.

1.4 In the pre-audit, the effectiveness of the implemented quality management system is checked. The client shall demonstrate in the audit the practical application of its documented procedures. Failure to meet standard requirements or norms shall be documented in action plans in accordance with systemic requirements for which the client must provide for corrective action.

1.5 Upon completion of the audit, the client will be informed of the preliminary audit result in a final discussion. The information of the result is usually acknowledged by signature on the audit result summary. The complete result is documented in an audit checklist below. Deviations and measures are documented and, if necessary due to the results, can lead to a follow-up audit (i.e. a re-examination on the spot) or to the submission of further documents. The LEAD auditor decides on the scope of the follow-up audit. Unless otherwise specified, only the sub-requirements affected by the deviation will be audited during the follow-up audit.

1.6 The certificate is issued by SC@PE International ltd. after a positive examination of the documentation of the certification process. The certificate is usually delivered to the client digitally.

The certificate will only be issued if all deviations that preclude a positive certification decision have been corrected. The certificate shall be issued for a specified period (12 months).

1.7 In order to maintain the validity of the certificate, surveillance audits may be carried out on site depending on the respective certification standard or the respective legal basis. If the surveillance audit cannot be completed accompanied by a positive decision on the continuation of the certificate by the certification authority, the certificate will lose its validity temporarily or permanently. In this case, all issued certificates must be returned to the certification body or destroyed immediately.

1.8 During the surveillance audit, the standard requirements are fully tested. In addition, the correct use of the certificate (and, where applicable, the certification mark) and complaints regarding the management system, as well as the effectiveness of the corrective measures to the deviations from the previous audits are assessed. After each surveillance audit, the client receives a summary in accordance with system specifications.

1.9 During surveillance and re-audits or at a specially scheduled date, extensions of the geographical (e.g. additional branches) and technical (e.g. additional products) scope as well as additions to standard certificates are possible. The effort depends on the extent of the change, which must be clearly defined by the company before the audit.

1.10 If changes in the certification requirements (e.g. company data [e.g. capacity changes], process changes, personnel changes) occur during the course of the contract, these changes must be communicated directly to the certification body. This applies above all to the resulting necessary changes to the certification effort.

1.11 Integrated management systems of different standards and verification requirements can be certified in a combined audit. These are offered in accordance with the applicable verification methods.

1.12 Costs incurred as a result of additional costs arising from an unscheduled audit or follow-up audit as well as the verification of corrective measures to correct deviations from the previous audit shall be borne by the client and shall be charged to it at the expense of it.

## 2. Obligations to cooperate on the part of the client

2.1 The Client shall provide all required documents to SC@PE International ltd. at least 10 days before the announcement of the certification audit free of charge and undertakes to meet the minimum requirements of the respective certification system in accordance with the scope to be certified along the value chain for the production of biomass, biofuels and bioelectricity.

2.2 The Client shall grant the Auditor Team or Auditor appointed by SC@PE International ltd. access to the records affected by the scope of the audit and shall grant them access to the organisational units concerned. This obligation also applies to the authorised persons of the competent authority.

2.3 The client appoints one or more audit representatives who support the auditor of SC@PE International ltd. in the performance of the contractually agreed services and serve as a contact person to the client.

2.4 After issuing a certificate, the client is obliged to notify SC@PE International during the contract period of any changes that have a significant impact on the management system or the certified product, in particular:

- Changes to the certified management system.
- Changes affecting the design or specification of the certified product.
- Changes in corporate structure and organisation
- Changes in the GHG evaluation

2.5 The client is obliged to record all complaints concerning the management system from outside the company, such as customers, and to submit them to the auditor in the audit.

2.6 The client is obliged to submit any correspondence and all measures related to normative documents and standards requirements of the applicable certification standard to the auditor in the audit on request.

2.7 All reporting obligations vis-à-vis the competent authorities arising from the operational business and the issue of sustainability certificates in accordance with Biokraft-According to V or BioSt-A/V, RED II and the application of the respective certification principles are fulfilled by the customer.

2.8 The client continues to undertake to comply with the requirements of the certification system and the sustainability regulations, in particular with regard to documentation:

— the fulfilment by him of the requirements of Sections 3 to 6 of the Sustainability Ordinances and all companies directly or indirectly involved in the production or supply of biomass or biofuels which are not themselves interfaces, within the meaning of the certification systems applied,

— the quantity and type of biomass used for production; and

— in each case, in grams of carbon dioxide equivalent per megajoule of biomass (g CO2eq/MJ), the greenhouse gas emissions caused by it and all establishments directly or indirectly involved in the production or supply of biomass or biofuel which are not themselves interfaces, which have to be taken into account for the calculation of the greenhouse gas reduction potential in accordance with § 6 BioSt-NachV or Biokraft-NachV.

2.9 The client is obliged to record all complaints addressed to him regarding the conformity of a certified product or process with the requirements of the certification standard, to take appropriate measures, to document the measures taken and to show the auditor as part of the audit upon request.

2.10 In the event that circumstances beyond the control of SC@PE International ltd. prevent the certification body from performing services already commissioned, the client shall be obliged to reimburse all expenses and disbursements incurred in connection with the commissioned services.

2.11 The Client shall ensure that all claims relating to certification are in accordance with the certified scope of application and shall not make any statements about the certification that could discredit the Certification Body.

2.12 The client shall take all necessary measures relating to a suspension or withdrawal of a certificate or the termination of the certification contract and shall cease the use of all promotional materials relating to the certification. No longer valid certification documents (e.g. certificates) must be destroyed.

## 3. Appointed auditors, subject experts and reviewers and right to appeal against the certification decision

3.1 The contracting authority has the right to object to the designation of a specific auditor or specialist, insofar as there is a plausible reason against the designation and the opposition is justified accordingly.

3.2 In the case of the use of auditors not permanently employed by SC@PE International (external auditors), the client's consent for the use of these auditors is required. This consent shall be deemed to have been granted if the contracting authority does not object to its use within one week of the appointment of the external auditor.

3.3 SC@PE international is obliged, in the case of recognised certification systems, to allow verifiers of the accreditation in question to observe in the audit.

3.4 In the event of complaints about SC@PE International's certification decision, an arbitration committee may be consulted with the consent of the client.

3.5 A complaint or an objection must only be sent in writing to the following e-mail addresses:

tellme@scape-int.com or

adviser@scape-int.com

The opposition/complaint form to be used can be found on the website www.scape-int.com.

## 4. Scope of the right of use for certificates and Certification mark

4.1 If the agreed certification procedure has been completed with a positive result, the client receives the corresponding certificate from SC@PE International. The certificate has the duration specified in the contract or the special certification conditions of SC@PE International. Otherwise, a certificate term of one year usually applies.

4.2 Upon issuing the certificate in accordance with clause 4.1, the contracting authority shall have the singular, non-transferable and non-exclusive right to use the certification mark in accordance with the conditions set out in points 4.3 to 4.15 during the specified duration of the certificate. This also applies if he refers to his certification in communication media, such as documents, brochures or advertising materials.

4.3 The authorisation to use the certificate created by SC@PE International and a certification mark applies exclusively to the client's business areas specified in the scope of the certificate. Use for unspecified areas is expressly prohibited.

4.4 The certification mark for the certification of the management system may only be used by the client and only in direct connection with the client's company name or logo. It must not be affixed to or in relation to a product of the contracting party. This also applies to the packaging of products, laboratory test reports, calibration certificates or inspection reports.

4.5 The client undertakes to use the certificate and the certification mark only in such a way that a statement corresponding to the certification is made about the client's company/area. The contracting party must also ensure that it does not appear that the certification was an official inspection or a product test in the case of system certification.

4.6 The client is not authorised to make changes to the certificate or to the certification mark.

4.7 The client is obliged to clarify, through the appearance in its advertising and the like, that it is a voluntary certification carried out on the basis of a private law agreement.

4.8 The right of use expires if there is no valid certificate, in particular at the end of the certi-ficat period or the failure to carry out necessary surveillance audits.

4.9 The right of the client to use the certificate or the certification mark ends with immediate effect, without the need for termination if the client uses the certificate and/or the certification mark in a manner contrary to the provisions of clauses 4.1 to 4.8 or otherwise contrary to the contract.

4.10 The right of the client to use the certificate or the certification mark ends with immediate effect in the event of effective ordinary termination within the agreed period or an extraordinary termination for good cause.

4.11 The right of use shall continue to expire automatically if the maintenance of the certificate is prohibited under regulatory or judicial law.

4.12 Upon termination of the right of use, the client is obliged to return the certificate to SC@PE International.

4.13 In the event of an infringement of contractual provisions, SC@PE International reserves the right to assert any claims for damages.

4.14 The certification must not be applied in a form that discredits SC@PE International.

4.15 The Client is not entitled to make declarations of its certification which SC@PE International may consider misleading and unauthorised.

4.16 If it is foreseeable that the client's certification requirements will not be met temporarily, the certification may be suspended. During this period, the client may not advertise with the certification. The status shall be suspended (temporary) in the publicly accessible directory referred to in point 5.

4.17 If the reason for the suspension is not remedied within the agreed period, the final withdrawal of the certification shall take place.

## 5. List of certified companies

5.1 SC@PE International maintains an interface directory of certified companies with details of the scope of application.

5.2 Suspended certifications in accordance with point 4.16 and withdrawn certificates in accordance with points 4.9, 4.17, as well as a certificate withdrawal in case of non-compliance with the time slot for auditing/performance provided for in a certification procedure (e.g. when carrying out surveillance audits) shall be included in the list.

5.3 SC@PE International is entitled to make the list referred to in section 5.1 available to the public upon request.

## II General conditions for the certification procedure

### 1. Certification audit

1.1. The certification audit is usually carried out in two stages. Stage 1 (main audit) is used to gain an overall overview of the implemented management system and the implementation status. With this information, the level 2 of the audit (review) can then be carried out, in which the assessment of the implementation and compliance of the management system is finalised.

1.2 Stage 1 and Level 2 audits can in principle take place in directly sequence of each other. However, if the Level 1 audit shows that the certification maturity is not yet reached, the Level 2 audit cannot be carried out immediately afterwards. Rather, in this case, the certification maturity must first be achieved by the client. The resulting additional own costs of the client and costs of SC@PE International ltd., including travel costs, travel times, downtimes shall be borne by the client.

1.3 Stage 1 and 2 audits must not be longer than 40 days apart. If there are longer periods between Level 1 and Level 2 audit, the actual certification audit must be repeated. The resulting additional own costs of the client and costs of SC@PE International ltd., including travel expenses, travel times, downtimes shall be borne by the client.

1.4 When determining the gap between Level 1 and Level 2 audit, both the client's requirements and sufficient time to correct weaknesses are considered. As a rule, the focus of time for the Level 2 audit is a maximum of 30 days.

### 2. Surveillance audit

In order to maintain the validity of a certificate, a surveillance audit of the customer is mandatory for certification bodies recognised in Germany no later than 6 months after the first certificate is issued (§32 BioKraft-According to V | §34 BioSt-Nach V). In addition, if applicable, surveillance audits must be carried out on-site during the course of the year, which results from the European Commission's determinations for certain scopes and, in particular, if the contracting authority commissions SC@PE International ltd. with an initial certification and no experience in the field of biomass sustainability is available according to data collection (e.g. customer data sheet, company presentation). The need is primarily based on the results of the initial certification.

### 3. Audits announced in the short term

Under the following conditions, a short-term (un)-announced, extraordinary Audit is required:

- Serious complaints and other facts that have become known to the certification body, which call into question the effectiveness of the certified management system of the client and which cannot be resolved by writing or in the course of the next regular audit (e.g. suspected infringements of rights by the client or its senior staff)
- Changes to the client that affect the capabilities of the management system in such a way that the requirements of the certification standard are no longer met.
- As a final consequence, a suspension of the client's certification/certificate is possible.

### 4. Standard Specific Conditions for the certification procedure

4.1 The following are the additional conditions for certain recognised certification procedures of SC@PE International ltd., which apply in addition to the general certification conditions for the respective specific standard listed below.

These supplementary conditions apply to certification under the Ordinance on requirements for the sustainable production of liquid and solid biomass for power generation (Biomass Stream Sustainability Ordinance – BioStr-NachV) or Ordinance on requirements for a sustainable production of biofuels (Biofuel Sustainability Ordinance – Biokraft-NachV).

4.2 Depending on the selected certification system, the relevant certification principles (for the applicable scopes) must be complied with in their current version of the certification system.

4.3 SC@PE International ltd. is irrevocably authorised by the client to forward required data within the scope of certification to BLE, REDcert GmbH, SURE. These include audit reports, certificates, certificates, etc.

4.4 The client undertakes to provide BLE and its respective agents and employees with access to all necessary information without any limitation in terms of content and to grant it the right to:

— to enter land, business, operating and storage facilities and means of transport during the business or operation period;
- To carry out visits
- To inspect, examine, and
- to inspect and review and make copies of all written and electronic business documents and to make inquiries about these documents
- to draw samples.

### 5. Obligations to cooperate on the part of the client

If the customer issues proofs of sustainability, he is obliged to send copies of these to the competent

authority and to the certification body immediately after the issue and to observe the relevant provisions of § 8-17 BioKraft-Nach V or § 10-19 BioStr-Nach V. All documents must be kept by the customer for a period of ten years.

The customer undertakes to notify the certification body without delay of any changes in the company that are relevant to the fulfilment of the requirements. The customer is aware that the certification system may charge fees. These fees are not included in the price agreed between the parties. The Customer acknowledges the Fee Rules for the use of the Certification System and undertakes to pay fees upon due date or to indemnify the Certification Body from fees related to the performance of this Agreement.

Furthermore, the client undertakes to:

— Make declarations of certification only with regard to the scope for which the certification has been granted;

— after suspension or withdrawal of a certificate, discontinue any advertisement relating to the certification in any way and return all certification documents required by the certification body;

— use the certification solely to demonstrate that products are certified with respect to their compliance with established standards;

— endeavour to ensure that no certificate or report is used in whole or in part in a misleading manner;

— meet the requirements of the certification body when referring to its product certification in communication media, such as documents, brochures or promotional material.

## 6. Obligations of the certification body

6.1 The certification body undertakes to verify compliance by the customer with the legal requirements according to the BioStr-NachV or Biokraft-NachV or EU-Regulation (EU) 2018/2001 and the EU-approved certification systems in accordance with the requirements of the certification system at the required time intervals.

6.2 The certification body undertakes to treat confidentially all information and documents made available to it, including the content and results of interviews, investigations and audits about the customer's company, and to evaluate them only for the agreed purpose. Data made available will not be passed on to third parties. Public law obligations to notify authorities or to the certification system remain unaffected. The customer may release the certification body from the obligation of secrecy.

6.3 The certification body shall document the course and outcome of the audit in writing with the audit report and indicate any deviations that may have been identified.

6.4 The certification body shall carry out the assessment by qualified auditors in accordance with the principles of the certification system and issue a certificate in accordance with the BioStr-NachV or Biokraft-NachV or EU Regulation (EU) 2018/2001 if the result is positive.

6.5 After issuing a certificate, the certification body will include the customer in its interface directory and inform the competent authorities and the certification system.

6.6 After issuing a certificate, the certification body will notify the customer of any changes in the certification process that have a direct impact on him. This does not affect the customer's obligation to regularly inform himself of all changes and, in particular, to keep up to date with the certification system.

## 7. Granting of a certificate

7.1 The customer is entitled to the issue or renewal of a certificate if the legal and all requirements of the certification system are met and this has been proven as part of the verification by the certification body.

7.2 Certificates are valid for a maximum period of 12 months from the date of issue of the certificate.

7.3 After the expiry of the validity of a certificate, a new certificate may be issued to the customer if he has fulfilled the requirements of the certification system for the duration of the previous certificate, if the necessary documentation is comprehensible and if checks by the certification authority have not provided otherwise results.

7.4 In response to a request for a change in the scope of a certification already granted, the certification body must decide which evaluation procedure, if any, is appropriate to determine whether the amendment is to be implemented or not and must proceed in accordance with that decision.

7.5 By issuing a certificate, the customer is not entitled to use the logo of the certification system. Such rights are not granted by this contract. The customer is aware that the logo of the certification

system may only be used after the conclusion of a logo usage agreement and the associated award of a logo usage license.

7.6 The certification body shall appropriately regulate and supervise the ownership, use and presentation of approvals, certificates and conformity marks. Incorrect and unlawful references to the certification system or misleading use of authorisations, certificates or signs in publications, catalogues, etc. shall be dealt with by appropriate measures.

## 8. Warranties

The certification body does not guarantee that its recognition will be extended by the Federal Institute for Agriculture and Food (BLE). If the recognition is not extended, both parties have the right to extraordinary termination of the contract. Liability is excluded in this case.

Furthermore, the certification body does not guarantee that certification-related decisions will be confirmed at a later date as a result of interpretations of the legal framework or the relevant provisions of the certification system.

## 9. Liability

9.1 The certification body is only liable for damage caused by it intentionally. Liability for indirect damages (in particular financial losses) and consequential damages is excluded. This limitation of liability also applies in the same way in favour of the employees and auditors of the certification body.

9.2 If the certification body is claimed by the customer's competition due to a circumstance for which the customer is responsible, the customer shall indemnify the certification body from all claims of third parties.

9.3 The certification body accepts no liability for such damage caused by the fact that legal changes or changes to the regulations of the certification system or instructions from the competent authority have not been implemented or have not been implemented in time.

## 10. Decision of the certification body

The certification body acts and decides impartially and independently.

The client has no claim to the granting of the certificate. An objection and an appeal against the decision are admissible.

Both must be submitted in writing to the certification body no later than 30 days after the notification of the decision.

Objection and appeal must be well founded. The objection/complaint form, which is available on the website www.scape-int.com, is to be used and sent to the email address:

tellme@scape-int.com

or, in the event of an objection, also to the independent advisory board

adviser@scape-int.com

## 11. Other regulations

11.1 Changes to the underlying facts must be notified immediately to the client.

11.2 Ancillary agreements and amendments to the contract require written form to be effective.

11.3 Should any provision of this contract be invalid, the validity of the remaining provisions shall not be affected. The parties undertake to make an effective provision as close as possible to this provision instead of an invalid provision.

## 12. Place of performance and place of jurisdiction

Place of performance and jurisdiction for the certification body of SC@PE International ltd. is Braunschweig in Germany.