

# General Terms and Conditions of Certification by GUTcert

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## § 1 Definitions

Hereinafter the following definitions are used:

**GUTcert** describes the certification body "GUT Zertifizierungsgesellschaft für Managementsysteme mbH Umweltgutachter", which is accredited by Deutsche Akkreditierungsstelle GmbH (DAkkS) and other authorities for certifying management systems as well as other examinations. The scope of accreditation can be viewed at all times on the GUTcert internet site [www.gut-cert.de](http://www.gut-cert.de) as well as the internet site of DAkkS or the respective authority.

**Client** describes each legal person who applies for certification, or owns one or several certificates. Thereby, also several legal persons can seek or hold certifications jointly during a certification process. The General Terms and Conditions of Certification set down here shall apply individually, while the Specific Provisions specify the entire certification process.

**Specific Conditions** describe the contract conditions that specify these General Terms and Conditions of Certification. They consist of an offer and one or more Technical Contract Appendices regarding the chosen standard(s).

**Certification** includes all verification activities, which result in a formal confirmation of compliance to predefined requirements. Aside from the certification of management systems or products, these also relate to the validation of environmental declarations and verifications (of for example emission documents) as well as authorisations (of for example vocational training measures).

## § 2 Object of the contract

By placing its offer, GUTcert declares its agreement to conduct an assessment of the test object stated therein with the aim of issuing one or several certificates on the basis of one or several standards. This includes the right to use the thus associated certification logos according to the provisions stated in the General Terms and Conditions of Certification.

The contract between GUTcert and the client consists of these General Terms and Conditions of Certification including the Specific Regulations for the object of certification according to §16 and the Specific Conditions. The exact scope of this contract with regard to the choice of the standard or standards, the locations included and possibly of the various legal persons as well as the client's occupation is defined in the Technical Contract Appendices.

Should the client agree to the offer of a new audit by GUTcert, a new certification contract becomes effective which, aside from the new Specific Conditions, includes the General Terms and Conditions of Certification valid at the time of acceptance.

## § 3 Duties of GUTcert

### (1) Performing the audit

GUTcert performs the agreed audits according to the provisions and requirements of accreditation / authorisation as well as the normative bases mentioned in the Specific Conditions. The components of the process are coordinated with the client.

The rules of the accredited certification procedure of GUTcert apply to the certification of management systems, which are summarised in the document "AA144 Audit and certification process of GUTcert"<sup>1</sup>, the Specific Regulations defined in § 16 apply to all other test procedures.

In order to maintain the validity of certain certifications, a regular assessment of the effectiveness of the test object by GUTcert is required. The reviews necessary for this are conducted according to the Specific Conditions.

Due to its duties as an accredited certification body, GUTcert is entitled to allow observers of accreditation bodies or organisations with similar functions (scheme owners, technical supervisors) to participate in the audit. Should an instance such as this occur, GUTcert will inform the client in good time.

After announcement, GUTcert is entitled to conduct audits in the company at short notice if these appear necessary to maintain certification, for instance after a complaint from a third party.

### (2) Regulation on subsidiaries

If the Specific Conditions state that several of the client's locations are to be included in the agreed audit, the regulations of "AA152EN\_DataSheet\_Multiple-sites" apply.

### (3) Assignment of auditors

The names of the persons assigned with the audit are forwarded to the client by GUTcert. In the event that one of the auditors becomes unavailable immediately before or during the audit, GUTcert will nominate a substitute.

The client is entitled to reject the auditors suggested by GUTcert without giving a reason. GUTcert must be informed of the rejection immediately after the names have been communicated. In this case, it will make another suggestion. The client is entitled to this right of rejection only once at the start of the audit and once when a substitute is named due to unavailability.

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<sup>1</sup> All documents that are listed in the Terms and Conditions of Certification are available on <http://www.gut-cert.de/downloads.html>

If the auditors are not rejected within 10 days of nomination, the suggestion is deemed accepted.

On request, the client undertakes to inform the auditors about all facts and processes that are significant for the audit truthfully, punctually and completely.

#### **(4) Completion of audit**

GUTcert compiles a report on the results of every audit which is made available to the client. GUTcert retains ownership of these reports.

If it is clear after conducting the audit that all necessary requirements have been fulfilled, GUTcert issues confirmations of examination according to the audit procedures in paragraph 1, which hereinafter are called certificates.

If not all requirements for issuing a certificate have been met after the audit, reports are compiled that record the non-conformities or make conditions known that are necessary to obtain the certificate. The deadline to remedy the non-conformity is agreed with the auditor and may not exceed the statutory deadline.

After non-conformities have been remedied within this deadline, an assessment of the effectiveness is made at the discretion of GUTcert either by checking documents subsequently supplied or through re-examination at the location.

If the deficiencies cannot be rectified during this time, GUTcert reserves the right to decide if another re-examination should be conducted.

If the requirements have still not been met after two subsequent audits, then the certificate cannot be issued. A new certification process must then be conducted as an initial certification.

#### **(5) Certificates**

Certificates and certification documents remain the property of GUTcert and may not be transferred, assigned or changed in any way whatsoever. Their validity begins at the earliest on the day that the corresponding decision was taken by the persons assigned to do the evaluation.

The certificate or certificates only refer to the tasks / products and locations that are listed in the Specific Conditions and were confirmed by the audit result.

GUTcert is obligated to keep a register of all certificates issued, suspended or revoked by it and publish it with the name of the client, address, certified standard as well as scope.

## **§ 4 Client's rights and duties**

### **(1) Cooperation from the client**

In order to conduct the audit, it is necessary for the client's employees as well as management to cooperate. The client therefore nominates a responsible contact person, who is available to answer questions and hold meetings during the entire process.

Unless otherwise agreed with the lead auditor, the client will make one accompanying person available to each auditor for the duration of the audit. In so doing, it must be ensured that the accompanying persons neither hinder nor influence the audit.

The client agrees

- to make all for the procedure necessary documents available to GUTcert upon request free of charge and on time, i.e. generally six weeks before the audit as well as to provide complete and truthful information,
- to allow the certification body corresponding access to the audit locations as well as make the necessary equipment for the audits available,

- to inform the personnel of GUTcert about all health and safety regulations as well as the corresponding laws and provisions, the personnel of GUTcert will adhere to these rules,
- to make all necessary efforts to support the proper conduct of the audits by GUTcert, especially to make the documents required for a good preparation of an audit available in a timely manner,
- to inform GUTcert of prior certification and / or assessment procedures including the results, if those are associated with the assigned audit.
- to give GUTcert the names of organisations or persons that have provided consulting or similar services to the client, on demand.

## **(2) Assignment of auditors**

The client undertakes to refrain from any action that could threaten the auditors' impartiality. This applies, in particular to consulting work or employment, orders for their own account or separate fee negotiations.

The client is obligated to disclose any situation to GUTcert that it knows could present conflicts of interest to itself or to GUTcert. Such conflicts of interest can arise, in particular, if the auditors assigned by GUTcert are doing or have done consulting work for the client, or if there are any business relationships.

## **(3) Changes with regard to the object of the audit, maintaining the management systems**

The client undertakes to inform GUTcert immediately of any changes that could affect its ability to meet the certification requirements.

This especially concerns changes with regard to:

- the legal or organisational form or the ownership circumstances,
- organisation and management (e.g. essential management appointees),
- contact address and location
- the field of activity or products that are the object of certification,
- essential alterations to the management system and the processes.

The client must ensure that the certified test object at all times meets the requirement of the certified standard(s) - also during transition periods. The different status of the systems must be identified and observed. In the case of doubt, the client must inform GUTcert of possible problems in connection with changes, in order to find a solution together.

After being informed, GUTcert decides in coordination with the client whether an additional audit according to § 7 (2) is necessary in order to maintain or change the certificate.

The client is obligated to regularly implement measures to maintain the management system and record these verifiably. It is further obligated to keep records about complaints from customers and other interested parties, in particular, with regard to audit-relevant facts or its management system.

GUTcert will inform the client about changes with regard to the certification requirements. This can be done in the form of a letter to the client (also by email) or in the publication "GUT zertifiziert".

The client is obligated to implement the changes communicated by GUTcert. This will be checked during the next audit (surveillance or recertification).

#### **(4) Right of complaint and appeal**

The client has an unlimited right to complain and to appeal. The description of the complaint and appeal procedure is publicly available.

### **§ 5 Use of certificate or certification logos**

#### **(1) Right of use**

If intended in the audit procedure according to § 3 (1), GUTcert will issue the corresponding certificate for the client after a positive completion of the certification procedure. The certificate is valid for the term stated on it. If the validity of the certificate expires, the right of use ceases.

When the GUTcert certificate is issued, the client acquires the simple, non-transferable and non-exclusive right to use the certificate as well as the corresponding certification logos of GUTcert during the term of the certificate in accordance with the conditions of the General Terms and Conditions of Certification.

"Use/utilization" of the certificate or certification marks means disclosing the certificate/mark or the features of the certification towards third parties. Third parties in this regard are all natural or legal persons and associations of individuals as well as particularly the general public and community other than the client and GUTcert themselves.

The GUTcert does not warrant that the certification marks may be used unrestrictedly for purposes of competition.

#### **(2) Extent of use**

The extent of the client's certification is described in the certificate. It contains more detailed information on type and area of the certification, in particular, the corporate name as well the sites or products included. The use of the certification marks is limited to these and may not be used for subsidiaries, participating interests or locations that are not included in the certificate. It may not be suggested, also not tacitly, that the certification applies to activities or products that lie outside of the scope of certification. Use for a scope not specified is expressly prohibited.

If additional marks may be used as a result of the audit (e.g. EMAS logo according to Regulation (EC) no. 1221/2009), the client undertakes to comply with the regulations that apply to this marks.

#### **(3) Type of use**

1. Certification marks of GUTcert may only be used by the client and only in direct conjunction with the client's company name or company logo.
2. The client may only circulate the audit report in its entirety.
3. The client is obligated to refrain from any reference to a system certification that could also tacitly indicate that the certification body certified a product (including a service) or a process. This is also valid for the use on products, packaging and accompanying information and any other use that could be interpreted as a label for a product's conformity.
4. The client is obligated not to make any statements and declarations whatsoever with regard to its certification that could be interpreted as confusing or not authorised by GUTcert or third parties.
5. The client is obligated to adhere to the stated requirements of GUTcert when referring to its certification status in communication media (internet, brochures, advertising material etc.).
6. Unlike the certification logo, the accreditation logo may not be used on documents for business or commercial purposes. It may be used exclusively in the form of a copy of the certificate.

7. The certification may not be used in a manner that discredits the certification body or the certification system.
8. Certification logos have been made available on the internet sites of GUTcert for downloading. They may only be used in the form made available there. The client is not entitled to graphically change certification logos. The logos must be easily legible.

In the case of questions and problems, the print design and use of certificates and certification logos can be coordinated with GUTcert.

#### **(4) Expiry of the certification mark**

The right of use is tied to the validity of the certificate issued.

The right of use expires automatically when the validity stated on the certificate has elapsed or audits were not conducted successfully.

It expires with immediate effect, if the certificate(s) is (are) suspended, annulled or withdrawn according to § 6, or if the contract according to § 9 (2) is terminated extraordinarily. In the event of an ordinary termination, the right of use ends when the notice period has elapsed.

The right of use expires automatically if retaining the certificate is forbidden for administrative or legal reasons.

When the certificate expires, the client may no longer use or circulate documents, media etc. that display the certification mark. The requirements of non-use are deemed met if the certification mark is completely covered. With regard to certification logos on for example vehicles, containers and other movable goods that are not within the direct sphere of influence of the client at the time of expiration, the deadline is extended by one week.

#### **(5) Exemption of claims from third party for use contrary to contract**

Should there be a claim against GUTcert based on the principles of product liability due to use of the certification contrary to contract, then the client is obligated to indemnify it from all third party claims.

The same applies in cases where there is a claim against GUTcert by third parties due to advertising statements made by the client.

## **§ 6 Changes, suspensions, annulments and withdrawal of certificates**

Certificates that have been issued can be changed based on the results of an audit. Should there be a limitation on the scope, the use of the certificate or certification mark must be adjusted immediately.

GUTcert can suspend a certificate issued if the prerequisites for the issue are no longer given or deviations are discovered during the surveillance, that are not resolved within the time stipulated.

GUTcert can annul the certificate if alterations to the audit unit stated in the Specific Conditions or on the certificate invalidate the management system or the product is changed or is no longer manufactured. In this case, the certificate can be reissued after conducting an audit.

GUTcert is obligated to withdraw certificates if

- the suspension of a certificate is not lifted within the period prescribed,
- when using the subsidiaries regulation according to § 3 (2), the conditions for withdrawal exist at one of the sites included in the subsidiaries regulation,
- the client does not adhere to the agreements on the use of the certification marks, or
- the client terminates the contract for certification according to § 9.

The client agrees to return the certificate immediately; it is not entitled to a right of retention.

## **§ 7 Remuneration and payments**

### **(1) Entitlement to remuneration**

The remuneration for conducting audits is specified in the Specific Conditions. It is understood that the legally valid value added tax at the time of accounting must be added.

The entitlement to remuneration exists with the completion of one section of the audit procedure irrespective of whether certification has actually been granted. In the case of termination by the client according to § 9 (1), the entitlement to remuneration is prorated. If several legal persons are certified during a certification procedure, they are liable for the remuneration entitlement as joint debtors.

Unless otherwise agreed, the costs of travel and overnight stay (room and board) incurred in connection with the certification are borne by the client and are invoiced separately by GUTcert.

Invoicing occurs after the assigned sections of the audit procedure have been fulfilled. Unless otherwise agreed, invoices become due for payment with 14 days of receipt.

### **(2) Additional expenses**

Significant changes to the locations included in the audit, to the number of persons or to the local condition may make an adjustment to the audit time necessary. GUTcert or the auditor commissioned by it will inform the client of the change in expenses.

Additional expenses are invoiced according to the "Specific Conditions". They can arise

- due to bigger changes on the client's side that influence the object of the audit,
- as required, e.g. due to complaints or additional demands from customers or authorities,
- due to significant changes in testing requirements,
- due to checking the effective elimination of non-conformities,
- due to delays in deadlines for which GUTcert is not responsible,
- due to additional work or weekend work caused by late or incomplete submission of documents or subsequent amendment of documents already submitted,
- due to inadequate preparation and delayed provision of information during the on-site inspection

If a scheduled audit is not conducted at the client's request, the client will be invoiced for services already provided by GUTcert.

### **(3) Services abroad**

Should services be provided outside of Germany, the client must pay all direct or indirect national taxes and/or charges to official authorities and/or corresponding local offices and undertake to make all necessary verification documents on the payment and/or charges available at the request of GUTcert. For cross-border transfers, the client will bear the transaction fees incurred.

## **§ 8 Duration of contract**

This contract becomes effective when a written order has been placed by the client. Unless otherwise stipulated in §16, the contract is concluded for an indefinite period. However, the contract can be terminated by the client in accordance with the provisions of § 9 or it ends with the decision to refuse certification in accordance with § 3 (4).

## **§ 9 Termination**

### **(1) Termination by the client**

The client can declare termination toward GUTcert in writing without giving reasons.

### **(2) Termination for exceptional reasons / for good cause**

Both contracting parties may terminate the contract extraordinarily and without notice with good cause. A good cause exists especially for the terminating party, if the contractual partner violates against essential articles of the agreement and does not rectify his contract violating behavior despite a prior warning within an appropriate period of time. Good cause also exists if documents are not made completely available within a set deadline even after a demand note has been issued. (also ref. to §16)

### **(3) Billing of services**

In the event of termination, services already provided by GUTcert will be invoiced on a pro rata basis in accordance with the specific conditions.

## **§ 10 Secrecy and confidentiality**

### **(1) Handling documents, confidentiality**

The documents submitted by the client may be copied for the auditors. After the procedure has been completed, the copies are destroyed. Documents submitted remain with the reference documents of GUTcert and are destroyed after the prescribed archiving period has expired.

The collection and preparation of necessary documents and documentation are done electronically. All audit-relevant documents (incl. confidential information, if necessary) and internal results are archived by GUTcert in accordance with the accreditation specifications. GUTcert is entitled to disclose confidential information to third parties such as accreditation and admission offices if it is legally obliged to do so. GUTcert will inform the client if such a case occurs beyond the regular audit of GUTcert. Before disclosure to other parties, GUTcert will obtain the client's written approval. This shall not apply to information that the client has made publicly accessible.

GUTcert is obligated to treat information that originates from other sources (e.g. an official authority, third party complaints etc.) and concerns the client itself confidentially.

### **(2) Secrecy**

The Contracting Parties undertake to maintain confidentiality about the information and knowledge made accessible through the cooperation under this contract and which concerns technical, commercial or organisational matters of the respective other party. GUTcert will obligate its auditors accordingly.

The obligation to secrecy continues to apply also after the contract has ended.

## **§ 11 Liability and limitation of liability**

The client is made aware of the fact that GUTcert is covered by third party liability insurance with worldwide validity.

The insurance covers amount to EURO 5,000,000 for injury to persons or property as well as EURO 500,000 for financial loss.

GUTcert is liable in accordance with legal provisions in the case of intent and gross negligence as well as damages arising from the injury to life, limb or health caused by negligence, or in the case of intentional and gross negligent breach of duties by an authorised representative or vicarious agent.

For damages caused by negligent breach of essential contractual duties, in other words those that characterise the contract and which the client is justified to rely on, the liability of GUTcert is limited to the maximum insured sum of EURO 5,000,000 for property damage and of EURO 500,000.00 for financial loss.

## **§ 12 Arbitration body**

In the event of disputes with regard to issuing, revoking and suspending certificates as well as to determining the certification procedure, the Parties will bring the dispute before the arbitration body of GUTcert for a decision before taking legal action.

The decisions made by the arbitration bodies are binding on GUTcert.

During the arbitration proceedings and until a decision by the arbitration body or from possible subsequent legal action has been reached, the decision by the certification body stands.

## **§ 13 Applicable law**

This contract relationship is subject solely to the law of the Federal Republic of Germany.

## **§ 14 Legal venue and place of fulfilment**

It is agreed that the local legal venue is Berlin.

Place of fulfilment is Berlin or the location to be certified or - when applying the subsidiaries regulation according to § 3 (2) - the client's head office.

## **§ 15 Final provisions**

Amendments and supplements to this contract must be made in writing. This also applies to the waiving of the written form.

Should individual provisions of this agreement including its components be or become invalid, the validity of the remaining contract is not affected by this. In such an event, the Parties will replace the invalid provision with a legally valid one that comes closest to the spirit and purpose pursued with this contract.

## **§ 16 Specific Regulations**

The regulations specified below apply in addition to the above General Terms and Conditions of Certification for the respectively mentioned certification procedure. They each apply to the respective paragraph stated.

### **(1) European Emissions Trading Scheme**

#### § 1 Definition

Technical Contract Appendix is the Monitoring plan (monitoring concept for maritime traffic) that contains technical specifications about the parts of the installations which fall under emissions-trading law. The scope of the audit is in the stationary area determined by the competent immissions protection authority at the federal state level (installation boundaries according to the permit of the Federal Control of Pollution Act (BImSchG)). The basis for the scope of application in maritime transport is the information provided by the shipping company.

#### § 2 Object of the contract / § 3 Duties of GUTcert

A verified emissions report or the conformity confirmation of the monitoring concept replaces the certificate.

#### § 3 Duties of GUTcert

##### (1) Performing the audit

The provisions of the accredited certification procedures of the GUTcert, summarised in the document "AA147 Verification Procedure THG", apply to the verification of emission documents in the legally regulated areas of emissions trading.

#### § 4 Client's rights and duties

##### (3) Changing and maintaining the management systems

The client further agrees to inform GUTcert immediately about any significant changes in line with the legal notification duties (e.g. shut-downs acc. to ZuV2020, significant changes to the monitoring plan or monitoring concept for maritime traffic).

#### § 7 Remuneration and payments

##### (2) Additional expenses

Addition to the requirements in Article 7 (2) conditions under Article 9, paragraph 2 AVV or Article 13 EU-VO 2015/757, additional expense can occur if:

- in the verification process the data flow activities, control activities, or the logistics of the client turns out to be more complex than the data revealed at the time preparing the tenders,
- misrepresentation, non-conformities, inadequate data or errors in the data sets were found during the verification process.

#### § 8 Duration of the contract

The contract ends with the public registration of the verified emissions of the last emissions report ordered.

#### § 9 Termination

GUTcert has the right to withdraw from the order if all the documents required for review according to the European emissions trading system haven't been made available by the 15<sup>th</sup> of March of the given year.

## **(2) ISCC/REDCert/RSPO-SCC**

#### § 3 Duties of GUTcert

##### (1) Performing the audit

For the certification of sustainable biomass the regulations of the accredited certification procedure of GUTcert, summarised in the document "AA146EN\_Certification\_Process\_Products", apply.

§4 (1) The client is obliged to send sustainability proofs to GUTcert right after they have been issued.

§5 (3) No 3 is not applicable for product certification (e.g. ISCC, REDcert, RSPO)

#### § 8

The contracts terminates with the expiration of the certificate.

## **(3) Carbon footprint according to ISO14064-1**

General: In the entire text, the "certificate" is to be understood as a "verification statement". The verification statement consists of an audit report as well as a decorative document.

#### § 2 Object of the contract

A Technical Appendix to the contract is only necessary if the object of the contract is not already described in detail in the offer.

### § 3 Duties of GUTcert

#### (1) Performing the audit

The regulations of accredited certification procedure of GUTcert, summarised in the document "AA147 Verification Procedure THG", apply.

### § 4 Client's rights and duties

#### (3) Changing and maintaining the management system.

Not applicable

### § 5 Right of use

The certificate generally relates to a completed (financial) year; it contains a statement on the emissions in the base year specified on the certificate. A certificate period is therefore not applicable.

### § 6 Changing, suspending, annulling and withdrawal of certificates

The verification statement may be revoked if facts become known after verification that significantly affect the verification statement.

### § 8 Duration of contract

The contract ends when the verification statement has been issued. If certification marks are used, the contract is valid as long as the certification marks are used.

## **(4) AZAV Recognition and Approval for vocational training providers and training measures**

### § 1 Definitions

In the event that training measures are approved, the offer only includes the generally valid cost schedule that applies to the procedure. The costs of the audit of the specifically requested measures are communicated to the client with the confirmation of order. If the client does not object to the order confirmation immediately, the order is deemed to have been accepted at the conditions contained in the order confirmation.

### § 2 Object of the contract

The object of the contract continues to be the approval of training measures according to "FL270 Kosten MZ" and "AA157 Maßnahmenzulassung".

The client has no obligation to place orders for the approval of training measures.

GUTcert may only reject orders for the approval of measures if the requested measures lie outside of the scope of accreditation of GUTcert.

### § 3 Duties of GUTcert

#### (1) Performing the audit

The approval of training measures occurs each time at the client's request. For this purpose, the client submits the data relating to the requested measure(s) to GUTcert.

A prerequisite for the approval of measures is an approval of the client pursuant to Section 178 SGB III (social security code). The client makes the documents relating to this (certificates, audit reports of all audits from the last 5 years) available to GUTcert unless these are already on hand.

### § 4 The client's rights and duties

#### (3) Changes with regard to the object of the audit, maintaining the management system

Furthermore, the client undertakes to inform GUTcert immediately of any significant changes with regard to the approved training measures. This includes:

- fundamental changes to the existing AZAV offer,
- significant changes to the conceptual premise as well as to the methodic and didactic implementation,
- changes to the duration of measures or the training course fees,
- changes to essential curricula.

The obligation to notify also applies to the results of audits that are performed by other bodies authorised to do so (e.g. employment agencies).

#### § 6 Changing, suspending, annulling and withdrawal of certificates

If a measure has been approved and subsequently information becomes known that contradicts the approval conditions or if false information was provided during the approval process, GUTcert decides on the maintenance of the approval. It might be necessary to conduct a new audit of individual measures or to repeat the entire sampling.

With regard to approvals of training measures requiring the consent of federal agency for labour (BA) (if the national average expense rates are exceeded), a rejection by the BA means that no corrections can be made to the procedure in progress. Then an approval can only be given after a new application and successful audit.

### **(5) Assessment according to Spitzenausgleich-Effizienzsystemverordnung (SpaEfV) - Testierung**

#### § 2 Subject matter of the contract

Here it is referred to confirmation (signed custom's form 1449) instead of certificate.

The term "Nachweis"/confirmation describes the official form of the federal tax authorities according to § 4 Art. 4 and/or § 5 Art. 4 SpaEfV (ie form 1449 and 1449A, in future also in 1449 B).

The term "Testat"/proof is to be understood as a generic term, which includes among others certificates according to DIN EN ISO 50001 (introduction phase or regular procedure), reports (e.g. for surveillance audit), registration or renewal notices and confirmations of the EMAS registration authority (§ 5 para 1 para 1 No. 1 and 2 1.V.m. § 4 para 1 and 2 SpaEfV).

#### § 3 Duties of GUTcert

##### (1) Conduct of Testierung (i.e. certification acc. to SpaEfV)

For the Testierung the provisions of the accredited procedure of GUTcert apply, which are summarized in the offer for Testierung.

##### (4) Completion of assessment

Non-conformities must be corrected at the latest within the period agreed with the Auditor, so that the review in accordance with § 3 (4) is completed no later than 31.12. of the year, otherwise the auditor's report cannot be issued.

#### § 4 Duties and rights of the client

##### (3) Changes and maintenance of the management system

Not applicable

#### § 5 Right of use

The Testat relates to the year of application. Therefore a term of the Testat is not applicable.

#### § 6 Changes, suspensions, annulments and withdrawal of certificates

The Testat can be withdrawn, if after Testierung facts come to knowledge which significantly affect the statement of Testierung.

## § 8 Duration of contract

The contract ends with the issuance of the latest ordered form 1449.

## & 11 Liability

The client is obliged to inform GUTcert of all locations, points of consumption and energy sources belonging to the legal entity submitting the application as well as their consumptions. Incomplete or incorrect information may result in a loss of tax relief pursuant to § 10 StromStG (Electricity Tax Act) and § 55 EnergieStG (Energy Tax Act). In this respect, liability claims against GUTcert are excluded.

## **(6) EEG – verification**

General: In the entire text, the "certificate" is to be understood as an "expert report". The "technical annex" is to be understood as an "order form".

### § 3 Duties of GUTcert

#### (2) Regulation on subsidiaries

Not applicable

#### (4) Completion of assessment

After performing the on-site audit at the assigned facility, the expert report will be issued until the legally prescribed period (28<sup>th</sup> of February of the subsequent year) and will be sent to the client afterwards. GUTcert can only guarantee a positive evaluating expert report, if all required evidences are present until the 15<sup>th</sup> of February.

### § 6 Changes, suspensions, annulments and withdrawal of certificates

Not applicable

### § 9 Notice of termination

The contract ends with termination by the client until the 30<sup>th</sup> of March of the subsequent year at the latest or with expiring of the statutory funding period.

## **(7) Guarantees of Origin - electricity**

In general: In the entire text, the "certificate" is to be understood as an "expert report". The "technical annex" is to be understood as an "order form".

### § 3 Duties of GUTcert

#### (1) Conduction of the assessment

The expert report for Guarantees of Origin for electricity is based on legal regulations and is valid together with the provisions that were agreed upon with the environmental verifier.

#### (2) Regulation on subsidiaries

Not applicable

#### (4) Completion of assessment

After performing the on-site audit at the assigned facility, the expert report will be compiled and sent to the client afterwards.

A report on the confirmation of quantity will be compiled for the course of the year. Upon request this report will be made available to the Umweltbundesamt.

If documents required for a final compilation of the expert report are delayed, GUTcert reserves the right to charge for its services 14 days after the on-site date, or 30 days after the planned month of the confirmation of quantity, instead of issuing a negative test certificate.

§ 6 Changes, suspensions, annulments and withdrawal of certificates

Not applicable

§ 8 Duration of contract

The contract is valid for ordered calendar year(s) and ends with the last expert report.

## **(8) Guarantees of Origin - Biomethane**

In general: In the entire text, the "certificate" is to be understood as an "expert report". The "technical annex" is to be understood as an "order form".

§ 3 Duties of GUTcert

(1) Conduction of the assessment

The rules and criteria as defined by dena-Biogasregister (according to the current criteria catalogue), the legal regulations they are based upon, as well as the regulations of DAU - Deutsche Akkreditierungs- und Zulassungsgesellschaft für Umweltgutachter mbH (guideline of the Umweltgutachterausschuss zu den Aufgaben der Umweltgutachter im Bereich der Gesetze für den Vorrang der Erneuerbaren Energien (EEG 2009 und 2012) für Wasserkraft, Biomasse und Geothermie (Aufgabenleitlinie EEG)) apply to the verification of the quantities of grid-fed biomethane.

(2) Regulation on subsidiaries

Not applicable

(4) Completion of assessment

After performing the on-site audit at the assigned facility, the expert report on the verification of the quantities of grid-fed biomethane will be issued until the 15<sup>th</sup> of February of the subsequent year and will be sent to the client afterwards. GUTcert can only guarantee a positive evaluating expert report, if all required evidences are present until the 15<sup>th</sup> of January.

In cases where the verification of the grid-fed biomethane is to be conducted according to the dena-Biogasregister, the expert report can only be seen as complete if the audit (that was listed in the Register by client) has been processed. The expert report compiled and issued by GUTcert is the basis for processing the audit.

§ 6 Changes, suspensions, annulments and withdrawal of certificates

Not applicable

§ 8 Duration of contract

The contract is valid for ordered calendar year(s) and ends with the last expert report.

## **(9) ISMS**

additionally to § 3 (5)

All certificates issued according to the IT security catalogue are reported to the Bundesnetzagentur.

additionally § 4 (1)

If there are documents that are relevant to the ISMS but may not be reviewed in the audit, the certification office must be informed as early as possible. The certification office will confer with the lead auditor and then decide whether the certification process can be continued without those documents or whether it has to be discontinued.

### **(10) FSSC / ISO 22000**

additionally to §4 (3)

The client commits to report critical incidents with regard to food safety to the contractor without delay. Critical incidents can be:

- legal processes
- incidents that could endanger public safety (e.g. recall of products, accidents, etc.)
- special occurrences, such as earthquakes, fire, flooding, etc.

Re §5 (1)

When using the FSSC 22000 logo, the current regulations of the system must be followed.

### **(11) ISO 45001**

additionally to §4 (1)

The client commits himself,

- to inform GUTcert immediately if serious events or administrative offences occur that require the competent supervisory authorities to be involved.