

# GUTcert Certification Regulations

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## § 1 Definitions

The following definitions are used below:

**GUTcert** refers to the certification body "GUT Zertifizierungsgesellschaft für Managementsysteme mbH Umweltgutachter", which is accredited by the Deutsche Akkreditierungsstelle GmbH (DAKKS) and other bodies for the certification of management systems and other audits. The scope of this accreditation can be viewed at any time on the GUTcert website [www.gut-cert.de](http://www.gut-cert.de) and on the website of the DAKKS or the respective accrediting body.

**Client** means any legal entity that applies for certification or holds one or more GUTcert certificates. Several legal entities may also jointly seek or hold certification in a certification procedure. The certification regulations described here apply to each of these individually, while the Specific Conditions specify the entire certification procedure.

**Specific conditions** refer to the contractual conditions that concretise these certification regulations. They consist of an offer, one or more Technical Contract Annexes relating to the selected standard(s) and, if applicable, updated cost calculations.

**Certification** covers all testing activities that result in formal confirmation of compliance with specified requirements. In addition to the certification of management systems or products, this also includes the preparation of expert reports (e.g. environmental reports), the validation of environmental statements, testing (e.g. of alternative systems) and verifications (e.g. of emissions documents) as well as approvals (e.g. of further training measures).

## § 2 Contractual object

By submitting its offer and provided that all necessary requirements for an examination are met, GUTcert agrees to carry out an assessment of the test object specified therein with the aim of issuing one or more test certificates, hereinafter referred to as certificates, on the basis of one or more standards. This includes the right to use the associated certification marks in accordance with the provisions set out in these examination regulations.

The exact scope of this contract with regard to the choice of standard(s), the locations included and, if applicable, different legal entities as well as the activities of the client is regulated in the offer and/or the Technical Annex to the contract.

### **§ 3 GUTcert's Tasks**

#### **(1) Execution of the audit**

GUTcert carries out the agreed tests in accordance with the provisions and conditions of the accreditation/authorisation and the normative basis specified in the Specific Conditions. The components of the procedure are agreed with the client.

In order to maintain the validity of certain tests and certifications, a regular assessment of the effectiveness of the test object by GUTcert is required. The necessary inspections are carried out in accordance with the Specific Conditions.

Due to its duties as an accredited certification body, GUTcert is entitled to have observers from the accreditation bodies or organisations with similar tasks (system owners, technical supervisors) participate in the certification. GUTcert also has the right to send its own observers to certifications to ensure the quality of the certification procedures. If such a case arises, the client will be informed by GUTcert in good time.

GUTcert is authorised to carry out unannounced audits and audits announced at short notice in the company if this appears necessary for the maintenance of certification, e.g. following complaints from third parties.

#### **(2) Deployment of the auditors**

The persons commissioned with the audit are named to the client by GUTcert. In the event that an auditor is unavailable immediately before or during an audit, GUTcert shall appoint a deputy.

The client has the option of stating reasons that speak against the use of an examiner. These reasons must be communicated to GUTcert immediately after notification of the examiner names. In such cases, GUTcert shall check whether the reasons given are sufficient to change the examiner and shall inform the client of this decision. When appointing a replacement examiner, GUTcert shall take particular care with regard to the reasons given by the client.

The client may submit such reasons once. A rejection of observers in accordance with paragraph 1 is not permitted.

If no reasons for rejection are given within 10 days of the examiners' announcement, the proposal is considered accepted.

Upon request, the client undertakes to inform the auditors truthfully, promptly and completely about all facts and processes that are of significance for the examination.

#### **(3) Conclusion of the examination**

GUTcert draws up a results report for each audit, which is made available to the client. The ownership of these reports remains with GUTcert. Although pseudonymisation is preferred, personal data may be recorded in the report and in the documentation of the audit process.

GUTcert issues a certificate if all the necessary requirements have been met after the audit and the audit scheme provides for this.

If, after the audit has been carried out, not all requirements for the issue of a certificate are met, reports are drawn up in which the non-conformities are recorded or conditions are announced that are necessary to obtain the certificate. The deadline for rectifying the non-conformity is agreed with the auditor and may not exceed the statutory deadline.

Once the non-conformities have been rectified within this period, the effectiveness is checked at the discretion of GUTcert by examining subsequently submitted documents or an on-site inspection.

If the non-conformities cannot be rectified within this period, GUTcert reserves the right to decide whether to carry out a new on-site inspection.

If the requirements are not met even after two subsequent inspections, the certificate cannot be definitively issued. A new certification procedure must then be carried out as initial certification.

#### **(4) Certificates**

Certificates and certification documents remain the property of GUTcert and may not be transferred, assigned or amended in any way. The validity begins at the earliest on the day on which the corresponding decision was made by the person authorised to conduct the certification.

The certificate(s) only relate(s) to the activities / products and locations listed in the Specific Conditions and confirmed as a result of the audit.

GUTcert is obliged to maintain lists of the certificates it has issued, suspended and withdrawn and to publish them with the name of the client, address, certified standard and scope of validity. In justified exceptional cases (e.g. for security reasons), the client may request a restriction of the information to be published. However, GUTcert is in any case obliged to state the status of a submitted certificate.

### **§ 4 Tasks and rights of the client**

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

The cooperation of employees and the client's management is required to carry out the audit. The client therefore appoints a responsible contact person who is available for queries and discussions throughout the entire process.

Unless otherwise agreed with the lead auditor, the client shall provide each auditor with an accompanying person for the duration of the audit. It must be ensured that the accompanying persons neither hinder nor influence the audit.

The client undertakes to,

- to provide GUTcert on request with all documents required for the implementation of the procedure in good time, i.e. as a rule six weeks before the audit is carried out, free of charge, and to provide complete and truthful information,
- grant the certification body appropriate access to the examination sites and provide the necessary equipment for the audits,
- to inform GUTcert personnel about all health and safety rules to be observed as well as the relevant laws and regulations; GUTcert personnel are obliged to comply with these,
- to make all necessary efforts to support the proper performance of the audits by GUTcert, in particular to provide the auditors with truthful, timely and complete information on all facts and procedures relevant to the audit when questioned
- to inform GUTcert about previous certification and/or assessment procedures, including the results, insofar as these are related to the commissioned audit,
- to provide GUTcert, upon request, with the names of organisations or persons who have provided consulting or similar services to the client.

#### **(2) Use of the auditors**

The client undertakes to refrain from doing anything that could jeopardise the independence of the auditors. This applies in particular to consulting activities or employment, orders for own account or separate fee agreements.

The client is obliged to disclose to GUTcert any situation known to him which could present him or GUTcert with conflicts of interest. Such conflicts of interest may arise in particular if auditors

commissioned by GUTcert carry out or have carried out consulting activities for the client or if other business relationships exist.

### **(3) Changes with regard to the test object, maintenance**

The client undertakes to inform GUTcert immediately of any changes that are in any way relevant to the audit.

The client must ensure that the certified test object always fulfils the requirements of the certified standard(s) - even during transition periods. The various statuses of the system must be identified and followed. In cases of doubt, the client must inform GUTcert of any problems in connection with changes in order to find a solution together.

GUTcert shall decide, in consultation with the client, whether an additional audit is necessary to maintain or amend the certificate.

The client is obliged to carry out regular measures to maintain the object of the audit and to document them in a verifiable manner. He is also obliged to keep records of complaints from customers and other interested parties, in particular with regard to audit-relevant issues or his management system.

GUTcert shall inform the client of any changes to the certification requirements. This can take the form of a customer letter (also by e-mail) or other publications.

The client is obliged to implement the changes communicated by GUTcert. This will be reviewed in the next audit (review or recertification).

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

The client has the unrestricted right to lodge a complaint and to lodge an objection. The description of the complaints and appeals procedure is publicly accessible.

## **§ 5 Use of certificate and certification mark**

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

If provided for in the certification procedure, GUTcert issues the corresponding certificate to the client upon positive completion of the certification procedure. The certificate is valid for the term specified therein. The right of use expires at the end of the certificate term.

With the issue of the GUTcert certificate, the client acquires the simple, non-transferable and non-exclusive right to use the certificate and the corresponding GUTcert certification mark during the term of the certificate in accordance with the provisions of this document and the Specific Conditions.

"Use/utilisation" of the certificate or certification mark is understood to mean the identification of the certificate/mark or the quality of the certification to third parties. Third parties in this sense are all natural and legal persons and associations of persons and, in particular, the public and general public other than the client and GUTcert itself.

GUTcert does not guarantee that the certification marks can be used without restriction for the purpose of the competition.

### **(2) Scope of use**

The scope of the client's certification is described in the certificate. It contains more detailed information on the type and scope of the certification, in particular the company name and the locations or products included. The use of the certification marks is limited to this and may not be used for subsidiaries, holdings or locations that are not included in the certificate.

If other labels may be used as a result of the audit (e.g. EMAS label in accordance with Regulation (EC) No. 1221/2009), the client undertakes to comply with the regulations applicable to these labels.

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

1. Certification marks of GUTcert may only be used by the client and only in direct connection with the company name or the company logo of the client.
2. The client may only pass on the audit report in full.
3. The client is obliged not to make any statements or declarations regarding his certification that could be considered misleading or unauthorised by GUTcert or third parties.
4. The client undertakes to comply with the listed requirements of GUTcert when referring to its certification status in communication media (Internet, brochures, advertising materials, etc.).
5. Unlike the certification mark, the accreditation mark may not be used on documents for business or commercial purposes. It may only be used in the form of a copy of the certificate.
6. The certification may not be used in a way that brings the certification body and/or the certification system into disrepute.
7. Certification marks are made available to the client by GUTcert. They may only be used in the form available there. The client is not authorised to change certification marks graphically. The marks must be easily legible. The client shall be informed separately about further specific conditions for the use of certification marks.

If you have any questions or problems, the print design and use of certificates and certification marks can be agreed with GUTcert.

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

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

The right of use expires automatically if the term specified in the certificate has expired or if verification audits are not carried out successfully.

It expires with immediate effect if the certificate(s) is/are cancelled in accordance with § 6 is/are suspended, cancelled or withdrawn or the contract is/are terminated in accordance with § 9 is terminated for cause. In the event of ordinary termination, the right of use shall end upon expiry of the cancellation period.

The right of use expires automatically if the maintenance of the certificate is prohibited by law or court order.

Upon expiry of the certificate, the client may no longer use or circulate existing documents, media etc. bearing the certification mark. The requirements for non-use are deemed to be fulfilled if the certification mark is completely covered. An extended period of one week shall apply to certification marks, e.g. on vehicles, containers and other movable goods that are not in the client's direct sphere of influence at the time of termination of the right of use.

### **(5) Indemnification from third-party claims due to use in breach of contract**

Should GUTcert be held liable under the principles of product liability due to use of the certification in breach of contract, the client is obliged to indemnify GUTcert against all third-party claims.

The same applies to cases in which claims are made against GUTcert by third parties on the basis of advertising statements made by the client.

## **§ 6 Amendments, suspension, cancellation and withdrawal of certificates**

Certificates issued may be amended based on the results of an audit. In the event of a restriction of the scope of application, the use of the certificate or certification mark must be adapted immediately.

GUTcert may suspend issued certificates if the requirements for issuing them are no longer met or if deviations are identified during the inspection that are not rectified within the specified period.

GUTcert may cancel certificates if the management system is invalidated or the product is changed or no longer manufactured as a result of changes to the test unit named in the Specific Conditions or the certificate. In this case, the certificate can be reissued after an audit has been carried out.

GUTcert is obliged to withdraw certificates if

- a suspension of a certificate is not ended in due time,
- the conditions for withdrawal are met for at least one location included,
- the client does not comply with the agreements on the use of the certification marks or
- the client cancels the contract for certification in accordance with § 9.

The client undertakes to return the certificate without delay; he has no right of retention.

## **§ 7 Travelling expenses**

Unless otherwise agreed in the offer, any travelling expenses incurred will be charged at the following minimum rate:

- Kilometre allowance
  - € 0.50 per km - conventional fuels
  - € 0.70 per kilometre - vehicles with alternative drive systems (BEV, FCEV, E-REV) or with the use of 100% alternative fuels (e-fuels, bio-fuels, natural gas, synthetic gases)
  - € 0.70 per kilometre - bicycle use
- Travelling time for audits 60 € / hour (billed every quarter of an hour)
- 2nd class train, economy class flight, middle class rental car
- Accommodation costs according to expenses incurred
- Catering in accordance with current regulations

## **§ 8 Contract duration**

These Certification Regulations come into force when the client places a written order for the first time. Unless agreed upon differently according to § 12 the contract is concluded for an indefinite period of time. However, the contract may be terminated by the client in accordance with the provisions of § 9 or ends with the decision on the rejection of certification in accordance with § 9.

## **§ 9 Termination**

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

A termination by the client can be declared to GUTcert in text form without giving reasons.

### **(2) Termination period**

The client may terminate the contract at any time. At this point in time § 6 the certificates are withdrawn.

### **(3) Termination for good cause**

Both parties may terminate the contract extraordinarily and without notice for good cause. Good cause shall be deemed to exist for the terminating contractual partner in particular if the other contractual partner breaches material contractual provisions and has not remedied this within a reasonable period of time after being warned of the breach of contract. Good cause shall be deemed to exist in particular if documents are not delivered in full or on time in the case of time-critical examinations and after a request with a deadline (see also 2).

#### **(4) Billing of services**

In the event of cancellation, GUTcert will invoice any services already provided on a pro rata basis in accordance with the Specific Terms and Conditions as well as any other costs incurred as a result of the cancellation.

### **§ 10 Arbitration board**

In the event of disputes regarding the granting, withdrawal or suspension of certificates and the certification process, the parties shall submit the dispute to the GUTcert Arbitration Board for a decision before taking ordinary legal action. The Rules of Procedure of the Arbitration Board shall apply.

The decisions of the arbitration board are binding for GUTcert.

The contested decision of the certification body shall remain in force for the duration of the arbitration proceedings until a decision is reached by the arbitration board or any subsequent court proceedings.

### **§ 11 Final provisions**

Amendments or supplements to these terms and conditions must be made in writing. This also applies to the waiver of the written form requirement.

Should individual provisions of this agreement, including its components, be or become invalid, this shall not affect the validity of the remainder of the agreement. In such a case, the parties shall replace the invalid provision with a provision that comes as close as possible to the meaning and purpose of this agreement in a legally permissible manner.

### **§ 12 Specific regulations**

The regulations listed here apply in addition to the above points of the certification regulations for the respective certification procedure mentioned. They refer in each case to the paragraph mentioned.

#### **(1) Management system certification according to ISO 17021-1**

§ 5(2) It must not be implied, even tacitly, that the certification applies to activities or products that lie outside the described scope of the certification. Use for areas not mentioned is expressly prohibited.

§ 5(3) The client is obliged to refrain from any reference to a system certification that could even implicitly suggest that the certification body has certified a product (including a service) or a process. This also applies to the use on products, product packaging or accompanying information and any other way that could be interpreted as labelling for product conformity.

#### **(2) ISO/IEC 27001 / IT security catalogue**

§ 3(4) All certificates issued in accordance with the IT security catalogue are reported to the Bundesnetzagentur.

§ 4 (1) If ISMS-relevant documents exist that may not be inspected during the audit, the certification body must be informed of this as early as possible. In consultation with the lead auditor, the certification body shall then decide whether the certification procedure can be continued without access to these documents or whether it must be cancelled.



### **(3) ISO 45001**

§ 4(1) The client undertakes to inform GUTcert immediately in the event of serious incidents relating to occupational health and safety that have prompted the competent supervisory authorities (e.g. occupational health and safety authority/trade supervisory office, police/public prosecutor's office) to investigate on site.

### **(4) European emissions trading**

§ 1 The technical annex to the contract is the monitoring plan, which contains technical information on the plant components subject to emissions trading. The scope of the inspection in the stationary area is prescribed by the competent authority (immission control authority: plant limits in accordance with the BImSchG licence).

§ 4(3) In particular, the client undertakes to inform GUTcert immediately of any significant changes in accordance with the statutory notification requirements (e.g. cessation of operations in accordance with ZuV2020 or significant changes to the monitoring plan).

§ 8 The contract ends with the public registration of the verified emissions of the last commissioned emissions report.

§ 9 If the documents for an audit on European emissions trading are not submitted in full to GUTcert by 15 March of the year of the audit at the latest, GUTcert has the right to withdraw from the contract immediately.

### **(5) National Emission trading system**

§ 1 The technical annex to the contract is the monitoring plan, which contains technical information on the fuels and plant components subject to emissions trading. The scope of the inspection in the stationary area is prescribed by the competent authority (immission control authority: plant limits in accordance with the BImSchG licence).

§ 4(3) In particular, the client undertakes to inform GUTcert immediately of any significant changes in accordance with the statutory notification requirements (e.g. cessation of operations in accordance with ZuV2020 or significant changes to the monitoring plan).

§ 8 The contract ends with the transmission of the verified national emission report.

§ 9 If the documents for an audit on European emissions trading are not submitted in full to GUTcert by 15 July of the year of the audit at the latest, GUTcert has the right to withdraw from the contract immediately.

### **(6) Carbon footprint according to ISO 14064-1**

§ 2 A technical annex to the contract is only necessary if the subject matter of the contract has not already been described in detail in the offer.

§ 5(1) The certificate generally relates to a completed (business) year; it contains a statement on the emissions in the reference period specified on the certificate. A certificate term is therefore not applicable.

§ 6 The verification statement can be cancelled if facts become known after the verification that significantly influence the verification statement.

§ 8 The contract ends when the verification statement is issued. If certification marks are used, the contract shall apply for as long as the certification marks are used.

### **(7) ISCC/REDcert/SURE**

§ 3(1) In the case of ISCC-DE/EU, REDcert-DE/EU audits and SURE-EU, the client undertakes to grant the employees of the competent authority (BLE), its authorised representatives and the responsible auditors of the certification body the right to enter properties, business, operating and storage premises and means of transport during business or operating hours, to carry out



inspections, to inspect and check all written and electronic business documents and to make copies thereof, to request the necessary information and to take samples.

§ 4(1) The client undertakes to send the sustainability certificates electronically to GUTcert immediately after they have been issued.

## **(8) RSPO-SCC**

§ 3(1) The accreditation body and Assurance Services International (ASI) are authorised to carry out a witness audit, conformity audit, unannounced audit or other audits at short notice at the certificate holder's premises. If the certification body or accreditation body carries out unannounced audits or audits announced at short notice, a different audit team must be used than for the previous certification audit.

## **(9) AZAV authorisation of measures**

§ 1 In the case of approval of measures, the offer only contains the generally applicable cost rates that are used in the procedure. The costs for the certification of the specific measures applied for shall be sent to the client with the order confirmation. If the client does not immediately object to the order confirmation, the order shall be deemed to have been placed under the conditions contained in the order confirmation.

The client is not obliged to issue examination orders for measures.

GUTcert can only reject examination orders for the approval of measures if the measures applied for are outside the scope of accreditation of GUTcert

§ 3(1) Approval of measures is granted at the request of the client. For this purpose, the client shall transmit the data of the measures applied for to GUTcert. The audit is carried out in accordance with the requirements of SGB III, AZAV, recommendations of the advisory board in accordance with § 182 SGB III, implementation instructions of the Federal Employment Agency in accordance with § 6 (2) AZAV and any other relevant regulations as amended.

The prerequisite for approval of measures is approval by the client in accordance with § 178 SGB III. The relevant documents (certificates, audit reports of all audits from the last 5 years) are provided by the client to GUTcert if they are not already available there.

§ 4(3) The client undertakes to inform GUTcert immediately of any significant changes in relation to the approved measures. These include

- fundamental changes to the existing range of measures,
- Significant changes in the concept as well as the methodological and didactic implementation,
- Changes to the duration of the programme or the course fees,
- Changes to key educational content.

This obligation to provide information also applies to the results of checks carried out by other authorised bodies (e.g. employment agencies).

§ 6 If, in the case of an approved measure, information subsequently becomes known that contradicts the requirements for approval or if false information was provided during the approval procedure, GUTcert will decide whether to maintain the approval. This may require a re-certification of the individual measure or a repetition of the entire reference selection.

If a measure is approved with the consent of the Federal Employment Agency (if the BDKS is exceeded), it is not possible to correct the rejection by the BA during the ongoing procedure. Authorisation can then only take place after a new application and successful review.

## **(10) AZAV approval of providers**

§ 1 The client is not obliged to issue examination orders for measures.

§ 3(1) The audit is carried out in accordance with the requirements of SGB III, AZAV, recommendations of the advisory board in accordance with § 182 SGB III, implementation instructions of the Federal Employment Agency in accordance with § 6 (2) AZAV and any other relevant regulations as amended.

## **(11) EEG**

§ 3(3) Following the on-site inspection of the commissioned system, an assessment report is prepared and sent to the client by the statutory deadline (28 February of the following year). GUTcert can only guarantee a positive assessment report if all the required evidence is provided by 15 February.

§ 8 The contract shall end upon termination by the client by 30 March of the current year at the latest or upon expiry of the legally stipulated funding period.

## **(12) Guarantees of origin for electricity**

§ 3(3) Following an on-site inspection of an installation in accordance with Section 42(3) HkRNDV, an expert report is prepared and sent to the client.

For quantity confirmations in accordance with Section 12 (1) No. 8 HkRNDV, a protocol is created which is submitted to the Federal Environment Agency on request.

An expert opinion is drawn up for the environmental expert confirmation for the registration of installations in the register of guarantees of origin in accordance with Section 22 HkRNDV, which is uploaded to the register of guarantees of origin.

GUTcert reserves the right not to issue a negative test certificate in the event of delays in the provision of the documents required for the final assessment, but to invoice the services 14 days after the on-site appointment or 30 days after the scheduled month of the quantity confirmation before completion of the test.

§ 8 Contracts for regular on-site inspections in accordance with Section 42 (3) HkRNDV and regular quantity confirmations in accordance with Section 12 (1) No. 8 HkRNDV shall end upon termination by the client by 15 November of the current year at the latest.

Contracts for assessments for system registration in accordance with Section 22 HkRNDV end with the registration of the system.

## **(13) Guarantees of origin for biomethane**

§ 3(3) After the on-site inspection of the commissioned plant, an expert opinion is prepared and sent to the client by 15 February of the following year as part of the verification of the quantity of biomethane fed into the grid. GUTcert can only guarantee the timely preparation and transmission of the report if all required evidence is provided by 15 January.

If proof of the quantity of biomethane fed into the grid is to be provided via the dena biogas register, the audit is only deemed to have been completed once the audit entered in the register by the client has been processed. The basis for the data to be provided in the audit is the report prepared and submitted by GUTcert.

§ 8 The contract is valid for the calendar year(s) commissioned and ends upon completion of the last assessment.