

General certification conditions of GUTcert

§ 1	Definitions	1
§ 2	Contractual object	2
§ 3	Tasks of GUTcert	2
§ 4	Tasks and rights of the client	3
§ 5	Use of certificate and certification mark	5
§ 6	Changes, suspension, cancellation and revocation of allowances	6
§ 7	Remuneration and payments	7
§ 8	Term of a contract	8
§ 9	Notice	8
§ 10	Secrecy and confidentiality	8
§ 11	Information privacy	9
§ 12	Liability and limitation of liability	9
§ 13	Arbitration board	9
§ 14	Applicable law	9
§ 15	Place of jurisdiction and performance	9
§ 16	Final provisions	10
§ 17	Specific regulations	10

§ 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 examinations. The scope of this accreditation can be viewed at any time on the GUTcert website www.gut-cert.de as well as on the DAkkS website or on the website of the respective accrediting body.

Client means any legal entity that applies for certification or holds one or more certificates of GUTcert. In a certification procedure, several legal entities can jointly strive for or hold a certification. For these, the General Conditions of Certification described apply individually, while the Specific Conditions specify the entire certification procedure.

Specific conditions refer to the contractual conditions that specify these General Conditions of Certification. They consist of an offer, one or more technical contract attachments relating to the selected standard(s) and, if necessary, updated effort calculations.

Certification covers all examination activities, the result of which is a formal confirmation of compliance with specified requirements. In addition to certifications of management systems or products, this also includes the preparation of expert opinions (e.g. environmental reports), the validation of environmental statements, testing (e.g. of alternative systems) and verification (e.g. of emission documents) as well as approvals (e.g. of further training measures).

§ 2 Contractual object

By submitting its offer, GUTcert agrees to carry out an assessment of the test object mentioned therein with the aim of issuing one or more certificates on the basis of one or more standards. This includes the right to use the associated certification marks in accordance with the provisions of the General Conditions of Certification.

The contract between GUTcert and the client consists of the General Conditions of Certification in their current version including the specific regulations according to § 17 and the Specific Conditions. The exact scope of this contract with regard to the choice of standard(s), the locations involved as well as the activities of the customer and, if applicable, additional legal entities is specified in the Technical Contract Annexes.

§ 3 Tasks of GUTcert

(1) Execution of the audit

GUTcert carries out the agreed examinations in accordance with the provisions and conditions of the accreditation/approval as well as the normative principles specified in the Specific Conditions. The process components are coordinated with the client.

For the certification of management systems, the regulations of the accredited certification procedure of GUTcert, which are summarized in the document "AA144 Audit and Certification Process of GUTcert"¹, apply. For other examinations the specific regulations referred to in § 17 apply.

In order to maintain the validity of certain certifications, a regular evaluation of the effectiveness of the test object by GUTcert is required. The necessary checks shall be carried out in accordance with the specific conditions.

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

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

(2) Rules concerning permanent establishments

If, in accordance with the Specific Conditions, several sites of the contracting entity are included in the agreed examination, the provisions of the "AA152EN_DataSheet_Multiple-sites" shall apply.

(3) Use of examiners

GUTcert will name the persons commissioned with the inspection to the client. In the event that an auditor cancels immediately before or during an audit, GUTcert appoints a representative.

The client is entitled to reject the examiners proposed by GUTcert without giving reasons. The rejection must be communicated to GUTcert immediately after the names have been announced. In this case, it shall submit a new proposal. The client is entitled to such a right of refusal once at the beginning of each inspection or in the case of replacement due to cancellation. The rejection of observers pursuant to paragraph 1 shall not be permitted.

If the examiners are not rejected within 10 days of their appointment, the proposal shall be deemed accepted.

Upon questioning, the Client undertakes to inform the Auditors truthfully, timely and completely of all facts and events relevant to the audit.

¹ All documents listed in the certification conditions can be found at <https://www.gut-cert.de/downloads.html>

(4) Conclusion of the examination

GUTcert prepares a findings 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 appear in the report and documentation of the audit process.

If after the audit all necessary requirements are fulfilled, GUTcert provides certificates according to the examination procedure referred to in section 1, .

If, after the examination has been carried out, not all the prerequisites for granting a certificate have been met, reports shall be drawn up in which the non-conformity are recorded or the conditions necessary for obtaining the certificate are announced. The deadline for remedying the non-conformity shall be agreed with the auditor and may not exceed the statutory deadline.

After rectification of the non-conformities within this period, the effectiveness shall be checked at GUTcert's discretion by examination of subsequently submitted documents or an on site verification.

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

If the prerequisites are not met even after two subsequent examinations, the certificate cannot be issued once and for all. A new certification procedure must then be carried out as initial certification.

(5) Certificates

Certificates and certification documents remain the property of GUTcert and may not be transferred, allocated or changed in any way. The validity begins at the earliest with the day on which the corresponding decision of the person in charge of the inspection was made.

The certificate(s) refer only to the activities / products and sites listed in the Specific Conditions and confirmed in the result of the examination.

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

§ 4 Tasks and rights of the client

(1) Cooperation of the client

The cooperation of employees and the management of the client is required for the performance of the audit. The client therefore appoints a responsible contact person who is available for questions and discussions throughout the entire procedure.

Unless otherwise agreed with the audit leader, 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 commits himself,

- to provide GUTcert upon request with all documents required for the performance of the procedure in good time, i.e. as a rule six weeks prior to the performance of the examination, free of charge, and to provide information completely and truthfully,
- provide the certification/registration body with appropriate access to the examined sites and the necessary equipment for the audits,
- to inform the personnel of GUTcert about all health and safety regulations to be observed as well as the corresponding laws and regulations, the personnel of GUTcert is obliged to observe these,

- to make all necessary efforts to support the proper execution of the audits by GUTcert, in particular to provide the necessary documents for the preparation in due time
- the GUTcert about previous certification- and/ or assessment procedures, including the results, where these are related to the audit mandated,
- to provide GUTcert, upon request, with the names of organisations or persons who have provided advisory or similar services to the client.

(2) Use of examiners

The contracting authority undertakes to refrain from any action which 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 to the test object, maintenance of the management system

The client undertakes to inform GUTcert immediately of any changes which may affect his ability to fulfil the certification requirements.

These are in particular changes regarding:

- the legal or organisational form or the ownership structure,
- Organization and management (e.g. key management representatives),
- Contact address and locations,
- the field of activity or product covered by the test object, and
- significant changes to the management system and processes.

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

GUTcert decides after taking note in consultation with the client whether an additional audit according to § 7 (2) is necessary for the maintenance or modification of the certificate.

The client is obliged to regularly carry out measures for the maintenance of the management system 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 facts or his management system.

GUTcert informs the client about changes regarding the certification requirements. This can be done in the form of a customer letter (also by e-mail) or by other publications.

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

(4) Right of appeal and opposition

The client has the unrestricted right to complain and to appeal. The description of the appeal and opposition proceedings shall be publicly available.

§ 5 Use of certificate and certification mark

(1) Right of use

If intended in the audit procedure according to § (1), GUTcert issues the corresponding certificate to the client if the certification procedure is completed positively. The certificate is valid for the term specified therein. The right of use expires upon expiry of the certificate.

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

"Usage" of the certificate or certification mark means the identification of the certificate/ sign or the quality of the certification vis-à-vis third parties. Third parties in this sense are all natural and legal persons and associations of persons as well as in particular the public and general public with the exception of 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 certification, in particular the company name and the locations and products covered. The use of the certification marks is limited to this and may not be used for subsidiaries, participations or locations that are not included in the certificate. It shall not be implied, that the certification applies to activities or products outside the scope of the certification described. The use for areas not mentioned is expressly prohibited.

If further symbols may be used as a result of the test (e.g. EMAS symbol in accordance with Regulation (EC) No. 1221/2009), the customer undertakes to observe the regulations applicable to these symbols.

(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 logo of the client.
2. The client may only pass on the audit report in its entirety.
3. The contracting entity is obliged to refrain from any reference to a system certification which could also imply 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 marking product conformity.
4. The client is obliged not to provide any information or declarations concerning his certification which may be considered misleading or unauthorised by GUTcert or third parties.
5. The client undertakes to comply with the listed requirements of GUTcert when referring to his certification status in communication media (Internet, brochures, advertising material, etc.).
6. Unlike the certification mark, the accreditation mark may not be used on documents for commercial or industrial purposes. It may only be used in the form of a copy of the certificate.
7. The certification shall not be used in a manner that discredits the certification body and/or certification system.
8. Certification marks are available for download on the GUTcert website. They may only be used in the form available there. The client is not entitled to change certification marks graphically. The characters must be easy to read.

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

(4) Expiration of the certification mark

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

The right of use automatically expires 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) according to § 6 is/are suspended, cancelled or withdrawn or the contract is/are terminated extraordinarily in accordance with § 9 (2). In the case of an ordinary termination, the right of use ends at the end of the period of notice.

The right of use expires automatically if retaining the certificate is prohibited by administrative or judicial law.

Upon expiration of the certificate, the client may no longer use or circulate any documents, media etc. that display the certification mark. The requirements for non-use are deemed to be met if the certification mark is completely concealed. For certification marks, e.g. on vehicles, containers and other movable goods, which are not in the direct sphere of influence of the customer at the time of termination of the right of use, an extended period of one week shall apply.

(5) Indemnification from claims of third parties due to use contrary to contract

Should GUTcert be held liable due to use of the certification contrary to contract according to the principles of product liability, the client is obliged to indemnify GUTcert from all claims of third parties.

The same applies to cases in which GUTcert is held liable by third parties due to advertising statements made by the client.

§ 6 Changes, suspension, cancellation and revocation of allowances

Certificates issued may be modified on the basis of the results of an examination. If the scope of application is restricted, the use of the certificate or certification mark must be adapted immediately.

GUTcert may suspend issued certificates if the requirements for the issuance are no longer met or if non-conformities are detected during the surveillance which are not remedied within the specified time.

GUTcert may cancel certificates if the management system is suspended or the product is modified or discontinued due to changes in the testing unit specified in the Specific Conditions or the certificate. In this case, the certificate may be reissued after an examination has been carried out.

GUTcert is obliged to withdraw certificates if

- a suspension of a certificate is not lifted in due time,
- in the case of application of the settlement rule in accordance with § 3 (2) one of the sites covered by the establishment scheme fulfils the conditions for withdrawal,
- the contracting entity does not comply with the agreements on the use of the certification marks, or
- the client terminates the contract for certification in accordance with § 9.

The client undertakes to return the certificate immediately; he has no right of retention.

§ 7 Remuneration and payments

(1) Remuneration entitlement

The remuneration for carrying out the audits is set out in the Specific Conditions. It is to be understood in each case plus the legally applicable value added tax at the time of invoicing.

Changes in the sites included in the audit, the number of persons or the local conditions may require an adjustment of the time required for the audit. If GUTcert is informed of these changes, the client will receive an updated cost calculation.

Furthermore, GUTcert reserves the right to adjust the daily rates for examinations and makes these known in good time.

A remuneration entitlement arises when a stage of the examination process is completed, irrespective of whether certification is actually granted. In the case of a termination by the client in accordance with § 9 (1) the entitlement to remuneration arises pro rata. If several legal entities are certified in one certification procedure, they are jointly liable for the remuneration claim.

Unless otherwise agreed, travel and accommodation costs (meals and accommodation) in connection with the certification shall be borne by the client and charged separately by GUTcert.

The invoice will be issued after the commissioned stages of the examination procedure have been completed. Unless otherwise agreed, invoices are due within 14 days after receipt. Payment can only be made by bank transfer.

(2) Additional expenditure in the examination procedure

Significant changes which were not notified to GUTcert in good time may necessitate an adjustment of the time required in the current audit procedure. GUTcert or the auditor commissioned by it will inform the client about the changed expenditure.

Additional expenses will be charged according to the "Specific Conditions". They can arise

- due to major changes at the client which have an influence on the examination object,
- as required, e.g. due to complaints or additional demands from customers or authorities,
- by significant changes in the testing requirements,
- by reviewing the effective elimination of non-conformities,
- due to postponements for which GUTcert is not responsible,
- additional work or weekend work due to late or incomplete submission of documents or subsequent amendment of documents already submitted,
- due to inadequate preparation and delayed provision of information in the on-site inspection.

If a planned inspection cannot take place at the request of the client, the client will be invoiced for the service already rendered by GUTcert.

(3) Travel costs

If no flat-rate travel expenses have been contractually agreed, future travel expenses will be charged at the following minimum rate:

- Mileage allowance 0.50 € per km
- Travel time 40€/hour, arrival and departure only from the 2nd hour (billing cycle quarter-hourly)
- Train 2nd class, flight economy class, rental car middle class
- Accommodation costs according to expenditure incurred
- Meals according to currently valid regulations

(4) Services abroad

In the event that services are provided outside Germany, the contracting authority must pay all direct or indirect national taxes and/or duties to public authorities and/ or equivalent local authorities and undertakes to provide GUTcert, upon request, with all necessary evidence of the payment of such taxes and/or duties. In the case of cross-border credit transfers, the originator shall bear the transaction fees incurred.

§ 8 Term of a contract

This contract comes into force with the first placing of a written order by the client. If in § 17, the contract is concluded for an indefinite period of time. The contract may, however, be terminated by the client in accordance with the provisions of § 9 or ends with the decision on the rejection of the certification in accordance with § (4).

§ 9 Termination

(1) Termination by the client

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

(2) Period of notice

The client may terminate at any time. At that time, the certificates shall be withdrawn in accordance with §5 (4).

(3) Termination for good cause

Either party may terminate the contract extraordinarily and without notice for good cause. An important reason shall be deemed to exist for the terminating contractual partner in particular if the other contractual partner violates essential contractual provisions and fails to remedy this within a reasonable period of time following a warning of the breach of contract. An important reason exists in particular if documents are not delivered completely or on time in the case of time-critical tests and upon request with the setting of a deadline (see also § 17).

(4) Billing of services

In the event of termination, GUTcert will charge for services already provided on a pro rata basis in accordance with the Specific Terms and Conditions as well as for further costs incurred as a result of the termination.

§ 10 Secrecy and confidentiality

(1) Dealing with documents, confidentiality

The documents submitted by the client may be copied for the examiners. At the end of the procedure, all copies shall be destroyed. Submitted documents remain with the GUTcert restitution documents and will be destroyed after the expiry of the specified archiving period.

The collection and preparation of necessary documents and records is carried out by means of EDP. All audit-relevant documents (including confidential information, if necessary) and internal results are archived by GUTcert according to the accreditation specifications. GUTcert is entitled to disclose confidential information to third parties, such as accreditation and licensing bodies, if it is obliged to do so by law or by accreditation rules. The client will be informed by GUTcert if the inspection takes place outside a regular inspection of GUTcert. GUTcert obtains the written consent of the customer before disclosure to other parties. This does not apply to information which the client himself makes publicly accessible.

GUTcert is obliged to treat information confidentially which originates from other sources (e.g. an authority, complaints of third parties etc.) and which concerns the client himself.

(2) Secrecy

The contracting parties undertake to treat as confidential the information and knowledge made available to them by this contract, which they acquire through cooperation on technical, commercial or organisational matters of the other party. GUTcert commits its auditors accordingly.

The duty of confidentiality shall continue to apply even after termination of the contract.

§ 11 Information privacy

The personal data transmitted with the establishment of contact will be used for the purpose of implementation of pre-contractual measures as well as for the fulfilment of the contract and electronically processed. GUTcert assures that these data will be used exclusively for the justification, content design or amendment of the contractual relationship. Auditors, examiners, technical experts and environmental verifiers, who perform examination services on behalf of GUTcert are obligated in writing to comply with legal information privacy regulations.

Further information on the protection of personal data can be found in GUTcert's current information privacy declaration at <https://www.gut-cert.de/datenschutz.html>

§ 12 Liability and limitation of liability

The client is informed that GUTcert has a liability insurance with worldwide validity.

The sum insured is EURO 5,000,000 for personal injury or damage to property and EURO 1,000,000 for financial losses.

GUTcert is liable for intent and gross negligence as well as for damages caused by negligence resulting from injury to life, body or health as well as for intentional and grossly negligent breaches of duty by a legal representative or vicarious agent according to the statutory provisions.

For damages which have been caused as a result of negligent breach of essential contractual obligations, i.e. those which characterise the contract and on which the client may rely, the liability of GUTcert for property damage shall be limited to the maximum sum insured of EURO 5,000,000 and for financial losses on the sum insured of EURO 1,000,000 limited.

§ 13 Arbitration board

In case of disputes regarding the issuance, revocation or suspension of the certificates as well as the certification process, the parties submit the dispute to the arbitration board of GUTcert for decision prior to the ordinary legal proceedings. 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 valid for the duration of the arbitration proceedings until a decision of the arbitration board or a possibly subsequent court proceeding has been reached.

§ 14 Applicable law

This contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany.

§ 15 Place of jurisdiction and performance

Berlin shall be agreed as the place of jurisdiction.

The place of performance shall be Berlin or the location to be certified or - in the case of application of the settlement regulations in accordance with § 3 (2) - the principal place of business of the contracting authority.

§ 16 Final provisions

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

Should individual provisions of this agreement including its components be or become invalid, this shall not affect the validity of the remainder of the contract. 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 contract in a legally permissible manner.

§ 17 Specific regulations

The regulations listed here apply in addition to the above General Terms and Conditions of Certification for the respective certification procedure. They shall refer in each case to the paragraph referred to.

(1) European Emissions Trading

§ 1 Definition

The technical annex to the contract is the monitoring plan (monitoring concept for maritime traffic), which contains technical information on the plant components subject to emissions trading. The scope of the test in the stationary area is prescribed by the competent authority (immission control authority; plant limits in accordance with BImSchG approval). The scope of maritime transport is based on the information provided by the shipping company.

§ 2 Subject matter of the contract / § 3 Tasks of the GUTcert

The certificate is replaced by the verified emission report or the conformity confirmation of the monitoring concept.

§ 3 Tasks of the GUTcert

(1) Performance of the examination

For the verification of emission documents in the legally regulated area of emissions trading, the regulations of the accredited certification procedure of GUTcert apply, which are summarized in the document "AA147 Verification Procedure GHG".

§ 4 Tasks and rights of the client

(3) Changes and maintenance of the management system

Furthermore, the client undertakes to inform GUTcert immediately of any material changes in accordance with the statutory notification requirements (e.g. suspension of operations in accordance with ZuV2020, material changes to the monitoring plan or the monitoring concept for maritime traffic).

§ 7 Remuneration and payments

(2) Additional expenditure

In addition to the conditions set out in Art. 7 (2), the following conditions may be met pursuant to Art. 9 (2) AVV or Art. 9 (2) AVV. 13 EU Regulation 2015/757 Additional expenditure will be incurred if:

- the data flow activities, control activities or logistics of the customer in the verification process are more complex than the data situation of the customer in the preparation of the offer showed,
- false declarations, non-conformities, insufficient data or errors in the data sets were detected during the verification process.

§ 8 Duration of contract

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

§ 9 Termination

If the documents for an inspection for European emissions trading are not submitted in full to GUTcert by 15.03. of the year of the inspection at the latest, GUTcert has the right to withdraw from the order immediately.

(2) ISCC/REDcert/SURE/RSP0-SCC

§ 3 Tasks of GUTcert

(1) Performance of the audit

For the certification of sustainable biomass the regulations of the accredited certification procedure of GUTcert apply, which are summarized in the document "AA146 Certification procedure for products".

In the case of RSP0 SCC audits the accreditation body ASI can conduct witness assessments, compliance assessments, unannounced assessments or any other special short notice assessments. When the certification body or accreditation body carries out unannounced audits or audits announced at short notice, a different audit team shall be used than in the previous certification.

In the case of ISCC-DE/-EU and REDcert-DE/-EU And SURE-EU audits, the client undertakes to grant the employees of the competent authority (BLE), their representatives and the competent 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 examine all written and electronic business documents and to make copies thereof, to demand the necessary information and to take samples. .

(2) The regulations of the certification system shall be applied. For RSP0 procedures, the regulation can be found in AA156.

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

§ 5 (3) No 3 is not applicable as this is a product certification (such as ISCC, REDcert, RSP0).

§ 8 The contract ends with the expiration of the certificate.

(3) Carbon Footprint according to ISO14064-1

General: The "certificate" is meant throughout the text as a "verification statement". The verification statement consists of a test report and a decorative document.

§ 2 Subject matter of the contract

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.

§ 3 Tasks of the GUTcert

(1) Performance of the examination

For the verification of carbon footprints the regulations of the accredited certification procedure of GUTcert apply, which are summarized in the document "AA147 Verification Procedure THG".

§ 4 Duties and Rights of the Client

(3) Changes and maintenance of the management system

Not applicable

§ 5 Right of use

The certificate generally refers to a completed (business) year and contains a statement on the emissions in the reference period indicated on the certificate. A certificate term is therefore not applicable.

§ 6 Amendments, suspension, cancellation and revocation of allowances

The verification statement can be cancelled if after the verification facts become known that substantially influence the verification statement.

§ 8 Duration of contract

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

(4) AZAV approval of institutions and measures

§ 1 Definitions

In case of measure improvements the quotation only contains the generally valid cost rates used in the procedure. The costs for the examination of the specifically requested measures will be communicated to the customer with the order confirmation. If the customer does not object to the order confirmation without delay, the order shall be deemed to have been placed in accordance with the conditions contained in the order confirmation.

§ 2 Subject matter of the contract

The audit is conducted in accordance with the requirements of SGB III, AZAV, recommendations of the advisory board in accordance with § 182 SGB III, Implementation notes of the Federal Employment Agency in accordance with § (2) AZAV and, if applicable, other relevant regulations in their respective valid version.

The subject matter of the contract continues to be the approval of measures according to "FL270_Kosten_MZ" and AA157 measure approval.

There is no obligation on the part of the client to issue audit mandates for measures.

GUTcert can only reject test orders for the admission of measures if the requested measures are outside the scope of accreditation of GUTcert.

§ 3 Tasks of the GUTcert

(1) Performance of the examination

Measures shall be approved at the request of the contracting authority. For this purpose, the client transmits the data of the requested measures to GUTcert.

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

§ 4 Duties and Rights of the Client

(3) Changes to the test object, maintenance of the management system

Furthermore, the client undertakes to inform GUTcert immediately of any significant changes with regard to the approved measures. These include

- fundamental changes to the existing package of measures,
- significant changes in the conception and methodical and didactic implementation,
- Changes in the duration of the measures or in the course fees,
- Changes to essential educational content.

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

§ 6 Changes, Suspension, Cancellation and Withdrawal of Certificates

If, in the case of an approved measure, information becomes known after the fact which contradicts the approval requirements or if false information was provided in the approval procedure, GUTcert decides on the maintenance of the approval. If necessary, this may require a re-examination of the individual measure or a repetition of the entire reference selection.

If a measure is approved with the approval of the Federal Employment Agency (if the BDKS is exceeded), it is not possible to make a correction in the current procedure if the BA rejects the measure. Admission can then only take place after a renewed application and successful examination.

(5) Testing according to Spitzenausgleich-Effizienzsystemverordnung (SpaEfV)

§ 1 Definitions

The term "proof" describes the certification according to the officially prescribed form of the federal fiscal authorities according to § 4 Abs. 4 and/ or § Abs. 4 SpaEfV (i.e. form 1449, 1449A and 1449B).

The term "attestation" is to be understood as a generic term which includes certificates according to ISO 50001, reports (e.g. on the surveillance audit), registration or renewal notices and confirmations from the EMAS registration body (§ Abs. 1 and 2 according to SpaEfV).

§ 2 Subject matter of the contract

The service includes a conformity assessment of an energy management, environmental management or alternative energy efficiency improvement system and the issuance of a document of compliance (signed customs form 1449) if the appropriate conditions are met. Documents issued may be used only for submission to the competent authority responsible for the application for "Spitzenausgleich" and "BesAR and shall be valid only for the year in which the application is submitted.

The subject of the contractual relationship is the conformity assessment of the respective system and, if successful, the issuance of proof of an energy management, environmental management or alternative system for improving energy efficiency.

Basis of the contractual relationship are the requirements of the SpaEfV as well as accompanying requirements of the authorities, as well as the management system standards and sets of rules to which these requirements refer.

§ 3 Tasks of the GUTcert

(1) Performance of the examination

The regulations of the accredited testing procedure of GUTcert, which are summarized in the offer for testing, apply to the testing. The client is responsible for observing the statutory application deadlines.

(4) Conclusion of the examination

Deviations must be remedied within the period agreed with the auditor at the latest, so that the inspection in accordance with § 3 (4) at the latest by 31.12. of the year, otherwise the certificate 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 certificate refers to one year of application. A certificate term is therefore not applicable.

§ 6 Amendments, suspension, cancellation and revocation of allowances

The attestation can be withdrawn if facts become known after the testimony which significantly influence the testimony or if reasons for a termination for important reason pursuant to § (2) are available.

§ 8 Duration of contract

The contract ends with the issuance of the last commissioned form 1449.

§ 11 Liability

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

(6) EEG report

General: The "certificate" is meant throughout the text as an "expert opinion". The "Technical Contract Annex" is referred to throughout the text as the "Order Form".

§ 3 Tasks of the GUTcert

(2) establishment regulation

Not applicable

(4) Conclusion of the examination

After the on-site inspection of the commissioned system, an expert opinion is prepared and sent to the client by the statutory deadline (28.02. of the following year). GUTcert can only guarantee a positive assessment if all required evidence is provided by 15.02..

§ 6 Amendments, suspensions, cancellation and revocation of allowances

Not applicable

§ 9 (2) Notice of termination

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

(7) Guarantees of origin for electricity

General: The "certificate" is referred to throughout the text as the "expert opinion". The "Technical Contract Annex" is referred to throughout the text as the "Order Form".

§ 3 Tasks of the GUTcert

(1) Performance of the examination

For the verification of guarantees of origin for electricity, the specifications agreed with the environmental verifiers, which are based on the statutory provisions, apply.

(2) Settlement rules

Not applicable

(4) Conclusion of the examination

After the on-site inspection of the commissioned plant, an expert opinion is drawn up and sent to the client.

A protocol is prepared for the volume confirmation during the year, which is submitted to the Federal Environment Agency on request.

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 issue the services 14 days after the on-site appointment or 30 days following the month in which the quantity is to be confirmed before completion of the examination.

§ 6 Amendments, suspensions, cancellation and revocation of allowances

Not applicable

§ 8 Duration of contract

The contract is valid for the calendar year(s) commissioned and ends with the conclusion of the last assessment.

(8) Guarantees of origin biomethane

General: The "certificate" is referred to throughout the text as the "expert opinion". The "Technical Contract Annex" is meant throughout the text as an "Order Form".

§ 3 Tasks of the GUTcert

(1) Performance of the examination

The criteria developed by dena's biogas register (in accordance with the current version of the catalogue of criteria) as well as the underlying legal regulations and provisions of DAU - Deutsche Akkreditierungs- und Zulassungsgesellschaft für Umweltgutachter mbH (Guideline of the Environmental Verification Committee on the tasks of environmental verifiers in the field of legislation giving priority to renewable energies (EEG 2009 and 2012) for hydropower, biomass and geothermal energy (EEG Task Guideline) apply to the verification of biomethane fed into the grid.)

(2) establishment regulation

Not applicable

(4) Conclusion of the examination

After the on-site inspection of the commissioned plant, an expert opinion will be prepared and sent to the client within the framework of the verification of the quantity of biomethane fed in by 15.02. of the following year. GUTcert can guarantee the timely preparation and submission of the expert opinion only if all required proofs are provided by 15.01..

If the verification of the quantity of biomethane fed into the system is to be carried out via the dena biogas register, the inspection shall not be deemed completed until the audit entered in the register by the customer has been processed. The basis for the data to be stated in the audit is the expert opinion prepared and transmitted by GUTcert.

§ 6 Amendments, suspensions, cancellation and revocation of allowances

Not applicable

§ 8 Duration of contract

The contract is valid for the calendar year(s) commissioned and ends with the conclusion of the last assessment.

(9) ISMS

to § 3 (5)

All certificates issued according to the IT security catalogue are reported to the Federal Network Agency.

to § 4 (1)

If ISMS-relevant documents exist which may not be inspected in the audit, the certification body must be informed of this as early as possible. In consultation with the lead auditor, the latter then decides whether the certification procedure can be continued without consulting these documents or whether it must be discontinued.

(10) ISO 45001

To § 4 (1)

The client commits himself,

- to inform GUTcert immediately in the event of serious events or administrative offences with regard to occupational health and safety which require the involvement of the responsible supervisory authorities.