

General Terms of Certification

1. Applicability of and Changes to these General Terms of Certification and Additional Contractual Documents

- 1.1 The present General Terms of Certification shall apply to all business dealings between the Cooperating Certification Body and ISCC in connection with the Cooperation Agreement. Additional contractual documents shall be the contractual documents mentioned in the Cooperation Agreement. The respective current version of the General Terms of Certification as well as of the additional contractual documents will be available on the ISCC website as from the date on which they enter into force.
- 1.2 Any deviating General Terms and Conditions shall herewith be opposed explicitly.
- 1.3 The Requirements on Certification Bodies and the System Standards of the respective ISCC certification system shall form the basics of cooperation and the certification by the certification bodies.
- 1.4 Any changes to these General Terms of Certification and/or the Logo Usage Guidelines and the Fees and Tariff Rates shall be notified to the Cooperating Certification Body in text form by e-mail no later than two months before the proposed effective date. The Cooperating Certification Body shall be deemed to have agreed to the changes if it does not submit its rejection of them in writing or by e-mail before the proposed effective date. ISCC shall make specific reference to this presumed approval in its proposal. The Cooperating Certification Body may then terminate the Cooperation Agreement as of the proposed effective date of the changes, without notice and without charge. ISCC shall make specific reference to this right of termination in its proposal.

2. Definition of Terms

- 2.1 **Audit** is a review of the compliance with the sustainability requirements existing on the basis of legal requirements or voluntary agreements as part of an ISCC certification system performed by a certification body, by ISCC or by a person commissioned by ISCC. A distinction shall be made between certification audits and/or recertification audits performed by a certification body with the aim of issuing certificates or statements of conformity for the first time and/or of renewing them, surveillance audits performed by a certification body following the issue of a certificate, and integrity assessments as part of the ISCC Integrity Program performed by ISCC or a person commissioned by ISCC.

- 2.2 **Requirements on Certification Bodies** are the requirements laid down in the corresponding documents for certification bodies with regard to individual or several ISCC certification systems the currently applicable version of which is published on the ISCC website and which are referred to as such.
- 2.3 **System Basics** are the basic principles of the respective ISCC certification system that are published in the currently applicable version on the ISCC website and which are referred to as such. Insofar as the ISCC certification system is recognised by a government agency or an independent body, as a rule, the system basics shall be the basis for recognition.
- 2.4 **Integrity of the ISCC Certification System** is its suitability to ensure that the sustainability of biomass is demonstrated on a reliable basis. It is ensured by way of a worldwide consistent application of the ISCC certification system according to the sustainability requirements established by law or due to voluntary commitments and – in the event of recognition of the ISCC certification system by government agencies or independent bodies – according to the requirements for recognition.
- 2.5 **ISCC Integrity Program** means the review procedures and processes provided for in the “ISCC Integrity Program” document in order to ensure the integrity of the ISCC certification system whilst in use and during certification. For this purpose, integrity assessments are performed by ISCC or by independent auditors commissioned by ISCC with regard to the System Users and the certification bodies.
- 2.6 **Integrity Assessment** is an audit performed by ISCC or by independent auditors commissioned by ISCC with regard to System Users and certification bodies as part of the ISCC Integrity Program.
- 2.7 **ISCC Certification System** is a certification system operated by ISCC, such as
- ISCC DE, a certification system recognised by the German *Bundesanstalt für Landwirtschaft und Ernährung (BLE)* [Federal Office for Agriculture and Food], or
 - ISCC EU, a certification system recognised by the European Commission, or
 - ISCC PLUS, a certification system for food and feed as well as for other technical/chemical or bioenergetic applications.
- 2.8 **Cooperation Agreement** is the agreement concluded between the Cooperating Certification Body and ISCC.
- 2.9 **National System** is a national rule of an EU member state to implement the sustainability requirements of the Renewable Energy Directive (2009/28/EC).
- 2.10 **Terms of Use** are the General Terms and Provisions for the System Usage Agreement that have been agreed upon between the System User and ISCC.
- 2.11 **Personal Data** are all particulars about the personal or factual circumstances of a specific or identifiable natural person. This includes such data by means of which the identity of a person can be determined, e.g. name, address, e-mail address or IP address.
- 2.12 **System User** is any natural or legal person that concluded a contract with ISCC regarding the use of an ISCC certification system for the purpose of obtaining a certificate or a statement of conformity.
- 2.13 **System Usage Agreement** is the agreement concluded between the System User and ISCC.
- 2.14 **System Standards** are the standards and requirements defined in the system basics of the respective ISCC certification system in their currently relevant specification by way of system updates and audit procedures.

- 2.15 **System Updates** are the explanations and information sent to the System Users by e-mail on the application of the standards and requirements defined in the system basics. System updates are published in the client login section of the ISCC website.
- 2.16 **Surveillance audit by ISCC** is the surveillance of an audit performed by the certification body, including a surveillance audit by the certification body, that is accompanied and observed by a representative of ISCC or by an auditor assigned by ISCC.
- 2.17 **Surveillance audit by the Certification Body** is an audit of a System User performed by the certification body to verify compliance with System Standards during the period of validity of a certificate.
- 2.18 **Audit Procedures** are checklists and information provided for certification bodies regarding the implementation of standards and requirements which are defined in the system basics and specified in the system updates and which must be taken into account by the System Users and certification bodies. ISCC publishes the currently applicable audit procedures in the client login section of the ISCC website.
- 2.19 **Certificates** are attestations which confirm that the System User has met the sustainability requirements imposed upon their business. So-called **Statements of conformity** are equal to certificates; they are issued to System Users by ISCC DE to whom no certificate may be issued within the meaning of the German Biomassestrom-Nachhaltigkeitsverordnung (BioSt-NachV) [Biomass-electricity-sustainability Ordinance] or the German Biokraftstoff-Nachhaltigkeitsverordnung (Biokraft-NachV) [Biofuel Sustainability Ordinance], as they are not interfaces within the meaning of these ordinances.
- 2.20 **Certification** is an inspection procedure by means of which the prerequisites for issuing a certificate are assessed.
- 2.21 **Certification Body** is the Cooperating Certification Body named in the Cooperation Agreement between ISCC and the Cooperating Certification Body and, in all other cases, an independent natural or legal person recognised by an EU member state, the European Commission or an accreditation body eligible according to point 3.1 for the certification of market participants that has concluded a cooperation agreement with ISCC.
- 2.22 **Certification Systems** are systems for the purpose of demonstrating the sustainability of biomass, in particular those which ensure from an organisational viewpoint the fulfilment of the requirements pursuant to the Renewable Energy Directive (2009/28/EC) and/or a national system adopted on the basis of this directive for the production, supply and transport of liquid biomass and biofuels. Certification systems on the basis of the Renewable Energy Directive comprise standards to define in more detail the requirements of this directive and/or of the national systems adopted on its basis and to evidence its compliance as well as to control this evidence.
- 2.23 **Certification Agreement** is the contract concluded between the System User and the Cooperating Certification Body.

3. Duties of the Cooperating Certification Body

In addition to the duties of the Cooperating Certification Body that have been mentioned in point 2 of the Cooperation Agreement, the Cooperating Certification Body shall have the following additional duties:

- 3.1 Activities under any ISCC certification system may be carried out only if the Cooperating Certification Body has a valid recognition issued by a competent government agency or an accreditation body, which is either a member of the International Accreditation Forum (IAF) or has a bilateral agreement with the European co-operation for Accreditation, provided that the legal basics of such ISCC certification system require any such corresponding recognition.
- 3.1.1 Activities under ISCC DE may be carried out only if the Cooperating Certification Body has a valid recognition issued by the German *Bundesanstalt für Landwirtschaft und Ernährung (BLE)* [Federal Office for Agriculture and Food] in accordance with Section 42 Ordinance on the sustainable production of biofuels [*Biokraftstoff-Nachhaltigkeitsverordnung – Biokraft-NachV*] and/or Ordinance on biomass for electricity production [*Biomassestrom-Nachhaltigkeitsverordnung – BioSt-NachV*]. Moreover, activities under ISCC DE in connection with the 36th Ordinance on the Implementation of the Federal Immission Control Act [*Bundes-Immissionsschutzverordnung – BImSchV*] may be carried out only if the BLE announced in the German Federal Gazette in accordance with Section 12 Para. 1 of the 36th Ordinance on the Implementation of the Federal Immission Control Act that the Cooperating Certification Body is qualified and that no notification has been given in accordance with Section 12 Para. 2 of the 36th Ordinance on the Implementation of the Federal Immission Control Act.
- 3.1.2 Activities under ISCC EU may be carried out only if the Cooperating Certification Body has a valid certificate of approval of a competent government agency or an accreditation body.
- 3.1.3 Activities under ISCC PLUS may be carried out only if the Cooperating Certification Body has a valid certificate of approval of a competent government agency or an accreditation body.
- 3.2 Notification of any changes with regard to the recognition of the Cooperating Cooperation Body by a competent government agency or an accreditation body is to be given to ISCC without delay.
- 3.3 The Cooperating Certification Body shall inform the potential certificate users (System Users) upon conclusion of the Certification Agreement that certification under any ISCC certification system will be permitted only after conclusion of a System Usage Agreement between the System User and ISCC, that the existence of such certificate implies a valid System Usage Agreement between ISCC and the System User for the relevant ISCC certification systems and that the certificates will lose their validity upon the termination or ineffectiveness of the System Usage Agreement. The Cooperating Certification Body shall be permitted to perform an audit for the purpose of issuing a certificate only if a valid Certification Agreement has been concluded between the System User and the Cooperating Certification Body and if, within the framework of such audit, the Cooperating Certification Body is submitted a copy of the confirmation of registration as evidence for the existence of a valid System Usage Agreement and if the Cooperating Certification Body is not in possession of any confirmation of the termination of such registration.
- 3.4 At the beginning of the certification and prior to the granting of such certificate, the Cooperating Certification Body must check on the ISCC website whether or not the System User is suspended.

- 3.5 With each certification (initial certification and re- or new certification), the Cooperating Certification Body shall provide the System User with the Terms of Use in the version published on the ISCC website at the time when the audit begins. Such version is then to be undersigned by the System User. The Cooperating Certification Body shall point out to the System User his or her right to terminate the System Usage Agreement concluded with ISCC in the event of any change to the Terms of Use, without notice and without charge. If the System User does not agree to any modified Terms of Use, the Cooperating Certification Body may not issue any certificate.
- 3.6 Certifications are to be performed in accordance with the respective applicable Requirements on Certification Bodies and System Standards of the ISCC certification system on which the certification is based. Within the framework of the corresponding provisions in the Terms of Use, ISCC may, in the individual case, give binding instructions to the Cooperating Certification Body regarding the application of the System Standards, define audit requirements, in particular if the System User changes the certification body, and provide conditions for the System User according to which the certificate is to be issued.
- 3.7 The audit procedures applicable at the time of the audit for the ISCC certification system on which the certification is based are to be used for documenting the entire audit and need to be filled out both completely and correctly.
- 3.8 The Cooperating Certification Body shall be obliged to verify within the framework of each audit the correctness of the information provided by the System User during the registration process and/or any subsequent update of such information with regard to correctness and to notify ISCC via e-mail of any change without delay, at the latest, however, together with the transmission of the certification documents. Such obligation shall also apply if the Cooperating Certification Body becomes aware of any change to such information outside an audit.
- 3.9 Immediately after issuance of the certificate, the Cooperating Certification Body shall inform ISCC in all detail of the issued certificate as well as the names of the auditors involved in the audit and shall send the following documents (Certification Documents) to ISCC:
- 3.9.1 a copy and/or a scan of the certificate in visualised form (PDF file) including the annex of the certificate (Annex of the Certificate: List of Warehouses/Collection Points). Certificate and annex need to be included in one single document;
- 3.9.2 a copy and/or a scan of the completed audit procedures in visualised form (PDF document) or, in the case of Excel-based audit procedures, a copy of the electronic file (Excel document) as well as a visualised form thereof (PDF document);
- 3.9.3 copies or scans of the files forwarded to the German *Bundesanstalt für Landwirtschaft und Ernährung (BLE)* [Federal Office for Agriculture and Food] to the extent required by ISCC, and other documents relevant for the certification at the request of ISCC, e.g. obligations by ISCC.
- 3.10 The Cooperating Certification Body shall be obliged to issue the certificate within two weeks if the conditions for the issuing of a certificate are fulfilled (usually the latest 40 days after the certification audit).
- 3.11 In the event of a surveillance audit by the Certification Body according to Item 2.17, the Certification Body shall be obliged to forward to ISCC the documents according to Items 3.9.2 and 3.9.3 after completion of the audit immediately and without further request.

- 3.12 The Cooperating Certification Body shall be obliged to enable and allow surveillance audits by ISCC according to Item 2.16. If requested by ISCC, the Cooperating Certification Body shall inform ISCC immediately about scheduled and expected audit dates (certification, recertification or surveillance audits by the Cooperating Certification Body) of a System User.
- 3.13 The certification documents are to be forwarded to ISCC in such a manner that they can be processed by ISCC without disproportionate effort, in particular without follow-up queries. ISCC may specify the requirements regarding the form in which the certification documents are to be submitted. ISCC shall be deemed to incur disproportionate effort in particular by certification documents or certificates filled in incompletely or incorrectly, causing a delay of any immediate publication of a certificate on the ISCC website, or in the case of any disparity between the certification documents forwarded to ISCC and the information provided by the System User to ISCC the modification of which is not notified upon submission of the certification documents at the latest.
- 3.14 The Cooperating Certification Body shall inform ISCC by e-mail without delay of any change made to or withdrawal of any certificate previously issued as well as of any unsuccessful audit.
- 3.15 Once a year, as of 15 February, the Cooperating Certification Body shall provide ISCC with a report of the significant disparities, corrective actions and risks found in the course of the audits and checks performed within the previous year.
- 3.16 The information, reporting and documentation requirements as well as other duties vis-à-vis the respective competent national body, as described in document ISCC 251 "Requirements on Certification Bodies", are to be complied with. Any additional existing statutory information, reporting and documentation requirements vis-à-vis such bodies shall remain unaffected.
- 3.17 In the case of any re-certification, information about the quantity (metric tons) relevant in accordance with the Fees and Tariff Rates for the calculation of the quantity dependent fee to be paid by the System User (Tonnage Fee) is to be determined by the System User for biomass or other products declared as sustainable during the period from the first day of the immediately preceding certification audit to the first day of the audit performed for such re-certification and to be provided to ISCC. Such notification must be performed as well in the case that no re-certification is performed by the Cooperating Certification Body or by any other certification body cooperating with ISCC. In this case, data collection shall cover the time of validity of the certificate. In the event that any System User changes the certification body within the framework of such re-certification, the Cooperating Certification Body, who has issued the last valid certificate, shall be obliged to provide information of the relevant quantities of the certification period expired. Such notification is to be made to ISCC via e-mail contemporaneously with the submission of the certification documents and/or, in the case of sentence 2, within a period of thirty (30) working days following the date of expiry of the certificate.
- 3.18 The Cooperating Certification Body shall instigate a timely re-certification of the System User.
- 3.19 In the case of any termination of the Certification Agreement concluded with the System User, the Cooperating Certification Body shall be obliged to declare void and to withdraw as of the date of the end of the Agreement any valid certificate that goes beyond the end of the Agreement.

4. Regulations in the Certification Agreements

- 4.1 Within the framework of what is legally permitted, the Cooperating Certification Body shall include regulations in the Certification Agreements concluded with the System User. Such regulations shall be subject to the following provisions:
- 4.1.1 In the case of any violation of duties resulting from the Certification Agreement, ISCC shall be included in the protective effects following from such Agreements.
 - 4.1.2 The System User's obligation to make available any and all data and documents relevant to the audit shall also encompass corresponding data and documents concerning unsustainable products as well as delivery notes, proofs of sustainability, reports and mass balances which were issued as part of other standards or certification systems.
 - 4.1.3 In any case of cancellation or any other termination of the System Usage Agreement concluded between the System User and ISCC or upon termination of the Certification Agreement under the corresponding ISCC certification system, the System User shall be obliged to return to the Cooperating Certification Body any issued certificate bearing a date of expiry later than the date of the end of the Agreement immediately after the end of the Agreement.
- 4.2 In the case of current agreements (Existing Agreements), the above-mentioned duties shall apply only to the extent that this is possible within the framework of contract amendments or if a new Certification Agreement is concluded.

5. Use of the ISCC Seal and the ISCC Logo

The Cooperating Certification Body shall be both entitled and obliged to use on the certificates issued the ISCC seal made available by ISCC for this purpose. If the System User wishes to use the logo in any other way, the Cooperating Certification Body shall inform ISCC of this accordingly. An agreement on the use of the ISCC logo shall then be concluded directly between ISCC and the System User. The exclusive rights in the ISCC logo held by ISCC shall be unaffected by this.

6. Rights of Access and Inspection

- 6.1 At all locations where the Cooperating Certification Body performs activities associated with the Cooperation Agreement and on which it exercises material control, the Cooperating Certification Body must:
- 6.1.1 enable employees of the competent authority and its representatives:
 - to enter sites, offices, production and storage premises and means of transport during business hours or hours of operation;
 - to undertake inspections;
 - to inspect and audit all written and electronic business records available;
 - to request the necessary information; and
 - to take samples;
 - 6.1.2 enable employees of ISCC and/or auditors commissioned by ISCC:
 - to enter sites, offices, production and storage premises and means of transport during business hours or hours of operation;
 - to undertake inspections;

- to inspect and audit all written and electronic business records available;
 - to request the necessary information; and
 - to accompany the Cooperating Certification Body on ISCC audits and/or carry out its own control audits of companies that have already been certified (surveillance audit by ISCC).
- 6.2 To the extent that the activities mentioned in point 6.1 are carried out at locations on which third parties, in particular the System User, exercise material control, the Cooperating Certification Body shall have such third parties confirm to them in writing at the beginning of the audit the access and control rights mentioned in point 6.1.
- 6.3 The Cooperating Certification Body shall ensure that the access and control rights in accordance with point 6.1 and point 6.2 will only expire eighteen (18) months after the termination of any contractual relations between ISCC and the Cooperating Certification Body and/or between ISCC and the System User.

7. Registration and Certificate Fees from the System Users

- 7.1 The Cooperating Certification Body is to collect registration and certification fees from System Users according to the ISCC Fees and Tariff Rates by invoicing the fees to system users within two weeks after the fees incur and transferring the invoiced fees to ISCC. ISCC provides the Certification Body with a listing of fees due for newly registered interfaces and issued certificates on a quarterly basis and issues invoices for these fees to the Certification Body. The Certification Body can request a monthly billing schedule instead of the quarterly billing. Payment according to the above specified invoices is due immediately upon invoice receipt and is to be effected within 14 days to the ISCC account indicated in the invoice. The registration fee is to be invoiced to the System User and transferred to ISCC as specified in Item 7.2. and regardless as to whether or not the certification is realised and the certificate is issued.
- 7.2 If the System User cancels the registration towards ISCC and the Cooperating Certification Body within a period of seven (7) days after receipt of the confirmation of registration and prior to any certification either in writing, by e-mail or via fax, then the registration shall expire and the System Usage Agreement shall be terminated. In this case, the System User shall not be obliged to pay any registration fees. The Cooperating Certification Body shall be obliged to notify ISCC without delay by e-mail of such cancellation, also stating the time of receipt of such cancellation.

8. Licence Fees for the Cooperating Certification Body

- 8.1 The Cooperating Certification Body must pay the annual licence fees and the licence fees per certificate or statement of conformity issued.
- 8.2 The annual licence fee shall become due for the first time upon conclusion of the Cooperation Agreement in accordance with the applicable Fees and Tariff Rates and, subsequently, once a year as of the respective anniversary of the conclusion of the Cooperation Agreement in accordance with the Fees and Tariff Rates applicable at that point in time.

- 8.3 The licence fees per certificate or statement of conformity issued shall become due in the moment the Cooperating Certification Body issues a certificate or statement of conformity to the System User. ISCC notifies the Cooperating Certification Body about and charges the sum of the due licence fees for certificates at least quarterly or monthly upon request by the Cooperating Certification Body. The ISCC Fees and Tariff rates apply which are valid at the time of issuing of the certificate or statement of conformity.
- 8.4 If the Cooperating Certification Body utilizes a service listed within the ISCC Fees and Tariff Rates and no agreement is reached to the contrary, the fees and tariffs quoted in the Fees and Tariff Rates for this date shall apply.
- 8.5 If ISCC incurs any disproportionate additional effort within the framework of processing and verifying the certification and audit documents in accordance with point 3.10, in particular due to follow-up queries based on incomplete or incorrect information provided in the certification and audit documents, for example the audit procedures and annexes of the certificates, the processing fee per certificate provided shall amount to EUR 100.00.
- 8.6 For the remuneration of special services (Special Remunerations) that are rendered on behalf of the Cooperating Certification Body or in its presumed interests and which, considering the circumstances, would normally be expected to be provided for a consideration only, ISCC may claim remuneration at its reasonable discretion, unless any other arrangement has been reached. Section 315 Para. 3 German Civil Code [*Bürgerliches Gesetzbuch - BGB*] shall be applicable.
- 8.7 Licence fees, processing fees and special remunerations shall become due upon receipt of the invoice, respectively, and shall be paid within a period of fourteen (14) days following receipt of the invoice at the latest (receipt of payment on the bank account of ISCC).

9 No Set-Off

The System User may only offset claims asserted by ISCC against any counter-claims which are undisputed or have been recognised by *res judicata*.

10. Confidentiality, Data Protection, Publications of Third Party Data / Information on Third Parties, Exemption

- 10.1 ISCC collects, stores and uses personal data insofar as this is permitted by legal regulations or ordered by the legislator. ISCC will treat personal data as confidential and according to the provisions of the applicable data protection law.
- 10.2 ISCC shall exclusively store and process the data of the Cooperating Certification Body for the purposes resulting from the Cooperation Agreement taking into account the relevant statutory provisions and the present General Terms of Certification.

- 10.3 The Cooperating Certification Body shall agree with the publication of name, logo, address, point of contact, e-mail address and web address on the ISCC website as well as in print media of ISCC and other public and non-public appearances of ISCC. If the Cooperating Certification Body provides personal data regarding third parties, for example by naming contact persons, it shall be responsible for the completeness and correctness of such data and shall ensure that ISCC is entitled to use, make publicly available and transmit such data to third parties within the framework of the execution of the Cooperation Agreement without violating third party rights. The Cooperating Certification Body shall exempt ISCC from any and all claims, including claims for compensation for damages, asserted against ISCC by third parties due to any violation of their rights based on the use, publication or disclosure of such data to third parties.
- 10.4 The Cooperating Certification Body shall ensure that ISCC may publish on the ISCC website:
- 10.4.1 the entire information content of the certificates issued by the Cooperating Certification Body;
 - 10.4.2 the geo coordinates of the certified sites of certified first gathering points or central offices via the web-based service for the visualisation of geo data, "Google Maps", provided by Google Inc. or via similar services, such as "Google Earth";
 - 10.4.3 the audit reports of all operations audited;
- without affecting the rights of third parties. Within the framework of the audit, the Cooperating Certification Body shall therefore ensure that the necessary third-party approvals are available in written form. The Cooperating Certification Body shall agree that the above-mentioned data and documents are made publicly available to the extent that its rights are concerned.
- 10.5 Subject to the stipulations above, as a rule, any data collected, stored and used by ISCC shall not be made publicly available or passed on by ISCC to third parties. Such data (e.g. including, but not limited to, audit reports, completed audit procedures) shall only be made publicly available by ISCC or be passed on to third parties if the Cooperating Certification Body or the respective third party concerned have given their explicit consent to the publication or passing on of this data, or if ISCC is obliged to pass on this information by law or due to official or judicial conditions or orders. The consent of the Cooperating Certification Body or third party has to be given in writing; the Cooperating Certification Body may also give such consent in text form following the conclusion of the Cooperation Agreement. The consent of third parties, e.g. points of origin or producers (agricultural operations, farms or plantations) may be given as part of the audit.
- 10.6 Should the System User change the certification body, ISCC shall be entitled to forward to the new certification body any and all data collected by ISCC concerning the System User in connection with the performance of the System Usage Agreement, in particular with regard to previous certifications and audits of the Cooperating Certification Body and/or previous integrity assessments.
- 10.7 Should the Cooperating Certification Body contact ISCC (for example, by contact form or e-mail), the information shall be stored for the purpose of processing the request as well as in the event of any follow-up questions arising.

- 10.8 ISCC takes technical and organisational security measures to protect the data collected in connection with the performance of the Cooperation Agreement, including any personal data, against loss, manipulation or unauthorised third party access. The technical procedures used in this context shall be developed further and improved according to the technological progress. ISCC points out that it is not possible to guarantee comprehensive, absolute protection.
- 10.9 Upon request, ISCC shall at any time provide the Cooperating Certification Body with information about the data stored with ISCC and associated with the Cooperating Certification Body. With regard to corresponding requests for information and questions, the Cooperating Certification Body may contact ISCC in writing, by e-mail or fax.
- 10.10 The Cooperating Certification Body and the concerned third parties shall be entitled at any time to withdraw a consent given for the use, publication and transmission of data with effect from the moment of withdrawal as far as the withdrawal is not in conflict with the protection of the ISCC certification system against misuse and fraud, legal prescriptions or official or judicial obligations or directives. A withdrawal according to sentence 1 shall not affect the right of ISCC to publish any expired, withdrawn or forged certificates. Existing legal obligations of ISCC to use, publish or transmit the data to third parties shall remain unaffected by the withdrawal of the consent. The Cooperating Certification Body may have their data stored with ISCC amended, blocked or deleted, if this is not in conflict with the factors named under sentence 1. Should any legal retention and provision periods oppose the deletion of the data, the Cooperating Certification Body may have its data blocked. The revocation pursuant to sentence 1 and the request pursuant to sentence 4 shall entitle ISCC to give notice of termination of the Agreement for good cause, if it is thus no longer possible to perform the Cooperation Agreement according to the applicable legal provisions and the relevant voluntary commitments as well as the Requirements on Certification Bodies and System Standards.

11. Integrity Program and Infringement of Duties

- 11.1 ISCC shall be entitled to have integrity assessments of the Cooperating Certification Body (Office Audit) and of the System Users performed by representatives of ISCC or independent auditors in accordance with the ISCC Integrity Program in its currently applicable version. Execution, evaluation of the Cooperating Certification Body (Classification) and any contractual penalties shall be determined in accordance with the ISCC Integrity Program. Depending on the severity of non-compliance with requirements and duties resulting from the Cooperation Agreement, the present General Terms of Certification, the Requirements on Certification Bodies and the System Standards as well as other contractual documents, ISCC may issue warnings, inform the competent authority or accreditation body, publish the contractual penalty on the ISCC website, deprive the Cooperating Certification Body of its right to issue certificates and terminate the Cooperation Agreement for good cause and publish this on the ISCC website in accordance with the stipulations and penalty levels defined in the ISCC Integrity Program. If the Cooperating Certification Body is deprived of its right to issue certificates, it shall be obliged to inform its customers thereof.
- 11.2 The Cooperating Certification Body shall be obliged to compensate ISCC for any loss suffered due to any culpable infringement of its contractual duties. The Cooperating Certification Body shall exempt ISCC from any claim asserted against them by third parties due to culpable infringements or culpable violations of its contractual duties.

12. Infringements of System Standards by System Users

- 12.1 In the case of any infringement of the System User against System Standards, the Cooperating Certification Body shall be obliged to inform ISCC in all detail of the event, the circumstances resulting in the infringement being discovered, the cooperation of the System User in discovering the infringement and the measures already taken by the System User for the purposes of damage prevention or damage limitation and to ensure future fulfilment of the requirements. At the request of ISCC, the Cooperating Certification Body shall provide ISCC without delay with any and all documents related to the event and make a written statement, in particular with regard to the severity of the infringement in accordance with the Terms of Use applicable to the System User as well as with regard to the degree of fault (simple or gross negligence, intent).
- 12.2 If ISCC defines obligations in case of minor infringements, the Cooperating Certification Body shall verify the fulfilment of such obligations within the framework of the audit.
- 12.3 In the case of any culpable, serious infringement of the System User in accordance with the Terms of Use applicable to the System User, the Cooperating Certification Body shall be obliged to promptly declare the System User's certificate null and void and to withdraw it. ISCC may also give corresponding instructions.
- 12.4 If ISCC imposes any suspension of the System User in accordance with the Terms of Use applicable to the System User, the Cooperating Certification Body may not issue any new certificate during the term of such suspension of the System User.

13. Contractual Penalty

If the Cooperating Certification Body culpably fails to inform ISCC in due time about the quantities of biomass or sustainable products declared as being sustainable and relevant for the calculation of the quantity dependent fee to be paid by the System Users in accordance with point 3.14, a contractual penalty in the amount of EUR 500.00 shall be agreed upon. If the Cooperating Certification Body remains in default in respect of making such notification, notwithstanding a respective notice from ISCC which can also be communicated by e-mail, the contractual penalty shall be increased by EUR 100.00 for each full month of default, respectively, calculated as from the date on which such notice is received. The overall amount of the contractual penalty shall be limited to EUR 1,000.00.

14. Liability

- 14.1 The ISCC certification system takes into account the relevant (legal) requirements regarding the demonstration of the sustainability of biomass which, in particular, arise from legal regulations, the recognition of the ISCC certification system, official conditions and orders and as well as voluntary self-commitments. ISCC shall continuously update the certification system in accordance with these stipulations. ISCC shall not be liable for the existence of the legal requirements regarding the demonstration of the sustainability of biomass, in particular in the event of any changing interpretation or application of these legal requirements on the part of courts or authorities.

- 14.2 ISCC shall be liable for any damage caused by them, their legal representatives, or their performing agents and vicarious agents on the basis of the culpable injury to life, body or health. Furthermore, the liability of ISCC, their legal representatives and their performing agents and/or vicarious agents shall be excluded, insofar as the damage is not caused by grossly negligent or intentional violations of duty of their legal representatives or officers. In the event of any grossly negligent or intentional behaviour of the other performing agents, the liability shall be limited to cases of violation of the material contractual duties. In the event of ordinary negligence, the liability shall be limited to any foreseeable damage typical for the contract which arises from the violation of material contractual duties.
- 14.3 Insofar as the liability of ISCC is excluded or limited, this shall also apply to the personal liability of the representatives, performing agents and vicarious agents of ISCC.

15. Appeals and Complaints

Should the Cooperating Certification Body not agree with any decisions made or measures taken by ISCC, it may appeal and/or object according to the ISCC document 253 "*Beschwerden, Widerspruch und Schlichtung*" [Complaints, Appeals and Arbitration] and/or the ISCC EU document 253 "Complaints, Appeals and Arbitration".