

General Terms and Conditions of ASG Cert GmbH

Version 09/2026 (V05)

1. Scope of Application

- 1.1 These General Terms and Conditions apply to all certification services provided by ASG Cert GmbH (also referred to as the "Certification Body").
- 1.2 They form an integral part of all certification agreements.
- 1.3 Any differing terms of the Client shall apply only with the express written consent of ASG Cert GmbH.

2. Subject Matter of the Agreement

- 2.1 The subject matter is the performance of certification in accordance with:
 - ISO/IEC 17065
 - relevant legislation (Directive (EU) 2018/2001, BioSt-NachV, BioKraft-NachV, 37. BImSchV, etc.)
 - the certification scheme (ISCC)
- 2.2 Depending on the certification scope applied for, the certification services may include certification under ISCC EU pursuant to Directive (EU) 2018/2001 (Renewable Energy Directive), the German Biofuel Sustainability Ordinance (Biokraft-NachV), the German Biomass Electricity Sustainability Ordinance (BioSt-NachV) and the applicable requirements of the Federal Office for Agriculture and Food (BLE), as well as certification under ISCC EU RFNBO pursuant to Directive (EU) 2018/2001 (Renewable Energy Directive), the German 37th Ordinance Implementing the Federal Immission Control Act (37. BImSchV) and the applicable requirements and conditions of the German Environment Agency (UBA).
- 2.3 The certification services cover the certification scheme and scope specified in the application and accepted by ASG Cert GmbH.
- 2.4 The Certification Body acts independently and does not provide consultancy services to the Client.
- 2.5 The Certification Body does not guarantee in advance that certification will be granted. ASG Cert GmbH is obliged solely to conduct the certification procedure properly in accordance with the applicable legal, normative and scheme-specific requirements. A certificate shall be issued only following a positive certification decision based on an independent assessment and review by the Certification Body.

3. Certification Procedure

- 3.1 The certification process includes, in particular:
 - a) Submission of the application
 - b) Application review
 - c) Preparation for evaluation, including examination of certain documents provided
 - d) Evaluation
 - e) Where applicable, verification of a site-specific GHG emissions calculation
 - f) Review
 - g) Certification decision
 - h) Issuance, suspension or withdrawal of the certificate
 - i) Surveillance
- 3.2 Certification activities may be performed on site, remotely or through a combination of both, provided that this is permitted by the requirements of the relevant certification scheme.
- 3.3 The certification decision is made independently by authorised persons who were not involved in the evaluation.
- 3.4 By signing the certification agreement, the Client undertakes towards ASG Cert GmbH to fulfil, to the best of its knowledge, the applicant's obligations described therein.
- 3.5 If the Client fails to provide the required cooperation, ASG Cert GmbH is entitled to postpone appointments, suspend certification services and charge separately for any resulting additional work.
- 3.6 The Client bears the risk of late or incomplete information. Any resulting delays or disadvantages shall not give rise to liability on the part of ASG Cert GmbH.

4. Application and Registration with the Selected Certification Scheme

- 4.1 Where required by the selected certification scheme, the Client must register the organisation with that scheme no later than four (4) weeks before the scheduled audit. Where circumstances justify this, a different timeframe may be agreed between the Client and ASG Cert GmbH, provided that the agreement is documented at least in text form (i.e. by email).
- 4.2 The Client must provide complete and accurate information in the certification application and in all supporting documents submitted to ASG Cert GmbH.
- 4.3 The Client must ensure that all information relevant to the certification scope, certification activities, sites, products, processes and legal entity details is current and accurate at the time of application.

- 4.4 The Client must immediately inform ASG Cert GmbH of any changes relating to the application, certification scope, legal form, organisational structure, certified activities or any other matters that could affect certification.
- 4.5 ASG Cert GmbH reserves the right to request additional information, records or documents necessary to determine the certification scope, audit programme, certification requirements or eligibility for certification.

5. Sampling and Laboratory Analyses

- 5.1 Where the auditor considers it necessary before or during an audit or assessment, the Client must allow ASG Cert GmbH or persons acting on its behalf to take, witness the taking of, receive or assess samples relevant to the certification activities.
- 5.2 Where laboratory analyses are required, these may be performed by external laboratories accredited to ISO 17025 and selected by ASG Cert GmbH.
- 5.3 The Client shall bear the costs of sampling, shipping, transport, customs clearance, laboratory analysis, storage, destruction or return of samples, unless otherwise agreed in writing.
- 5.4 ASG Cert GmbH shall not be liable for analytical results, delays or other services of independent laboratories commissioned by it, unless ASG Cert GmbH itself is at fault in their selection or supervision, or liability is required by mandatory law.

6. Use and Validity of Certificates and Marks

- 6.1 The Client is entitled to use the certificate within the certified scope.
- 6.2 The period of use of the certificate is limited to one contractual year from the certificate's date of issue. Renewal of certification requires the successful completion of further evaluation services, which are subject to a fee.
- 6.3 The Client must not use its product certification in a manner that the Certification Body could consider unauthorised, misleading or so-called "greenwashing" under the EU EmpCo Directive, or that could bring the Certification Body into disrepute.
- 6.4 Upon suspension, reduction of scope or withdrawal of certification, use of the certificate and all associated marks must cease immediately.
- 6.5 The logo of ASG Cert GmbH may be used only within the scope of the certificate issued.
- 6.6 Use of the logo of the selected certification scheme (e.g. ISCC), whether on or off the Client's product, must be applied for separately and directly with the scheme owner. The certificate issued may be used.

7. Nonconformities

- 7.1 If evaluation or surveillance activities identify nonconformities with the requirements of the certification scheme or relevant legal requirements (in particular Directive (EU) 2018/2001, BioKraft-NachV, BioSt-NachV, 37. BImSchV, and the requirements of DAkkS, BLE and UBA, where applicable), the Client must implement corrective actions in accordance with the applicable certification scheme and relevant legal requirements within the deadlines set by ASG Cert GmbH.
- 7.2 The Client must provide objective evidence demonstrating that the identified nonconformities have been effectively resolved.
- 7.3 ASG Cert GmbH may carry out additional checks or audits to verify the effectiveness of corrective actions.
- 7.4 If nonconformities have not been adequately resolved within forty (40) days of identification, this may result in refusal, reduction of scope, suspension or withdrawal of certification.

8. Suspension, Reduction of Scope and Withdrawal of Certification

- 8.1 The Certification Body is entitled to suspend, reduce the scope of or withdraw certification if:
 - requirements are not met
 - contractual obligations are breached
 - the certificate is misused
- 8.2 The decision shall be made on the basis of the Certification Body's applicable procedures.
- 8.3 During suspension of a certificate, the Client must not make certification claims, issue misleading certification-related statements, use certification marks or present products, materials or activities as certified, and must comply with all requirements applicable to suspended certifications under the relevant certification scheme.
- 8.4 Following suspension or withdrawal of certification, the Client must cease all certification claims and discontinue the use of certificates, certification documents, certification marks and references to certification in accordance with the applicable certification scheme requirements.
- 8.5 Approval may be reinstated only once the circumstances that led to suspension have been satisfactorily resolved, documented and accepted by ASG Cert GmbH, and reinstatement is permitted under the applicable approval scheme requirements.
- 8.6 Where required by the certification scheme, accreditation requirements, competent authorities or applicable law, ASG Cert GmbH may communicate certification decisions, including suspension, withdrawal,

reinstatement, reduction of scope or other certification-related measures, to the relevant certification scheme owner, competent authorities, accreditation bodies or other authorised bodies.

- 8.7 ASG Cert GmbH assumes no responsibility for valid certificates issued by other certification bodies. A change from another certification body to ASG Cert GmbH is possible only through recertification after expiry of the certificate's validity period.

9. Complaints and Appeals

- 9.1 A distinction is made between:

- **Complaints:** -
A written expression of dissatisfaction submitted by a person or organisation in connection with the activities of employees or persons engaged by ASG Cert GmbH to perform its obligations and/or representatives of an ASG client, requiring a response from ASG Cert GmbH under the established investigation procedure.
- **Appeals:**
A request by a client (certificate holder or certification applicant) for formal review of a decision by ASG Cert GmbH concerning the client's intended certification status.

- 9.2 Complaints may be submitted at any time in text form.

- 9.3 An appeal against a certification decision of ASG Cert GmbH may be submitted in text form within **30 days** after the decision has been communicated to the Client.

- 9.4 Complaints and appeals shall be handled independently and impartially and shall be documented.

- 9.5 The complaint or appeal must be submitted in written form and must contain the following information:

- Contact details of the complainant or appellant
- A clear description of the disputed act or the reason for the complaint (date, place and nature of the act), together with the parties or persons associated with the act
- An explanation of how the act allegedly breaches or is inconsistent with a requirement, identifying the applicable requirements as specifically as possible

- 9.6 The person submitting the complaint or appeal shall receive a written response from ASG Cert GmbH within one month of receipt of the complaint or appeal.

- 9.7 If the complainant does not provide feedback on the Certification Body's proposed solutions within three (3) months, the complaint shall be considered closed.

10. Confidentiality

- 10.1 The Certification Body undertakes to maintain confidentiality towards third parties for an unlimited period in respect of all information obtained from the audit and certification process concerning the Client.

- 10.2 This includes information about the applicant obtained from other sources.

- 10.3 This does not apply to breaches of certification rules insofar as these must be disclosed to the certification scheme or government bodies.

- 10.4 This confidentiality agreement also does not restrict access to the Client's information and data by the German Accreditation Body (DAkS), the Federal Office for Agriculture and Food (BLE) and the German Environment Agency (UBA) in the course of assessments to which the Certification Body is subject under the prescribed accreditation to ISO 17065. These authorities are subject to separate confidentiality obligations.

- 10.5 Information relevant to criminal law is also excluded from this confidentiality clause.

- 10.6 Where the Certification Body is legally required or authorised by contractual arrangements to disclose information, the Client shall be notified, unless notification of the disclosure is prohibited by law.

11. Impartiality and Independence

- 11.1 The Certification Body undertakes to ensure the impartiality of its activities.

- 11.2 Potential conflicts of interest shall be identified and assessed, and appropriate measures shall be taken to prevent them.

- 11.3 The Certification Body does not provide consultancy services.

- 11.4 These requirements apply both to employees and to persons acting on behalf of ASG Cert GmbH in the performance of its obligations.

12. Subcontractors

- 12.1 ASG Cert GmbH is entitled to engage external auditors, laboratories or other independent third parties (subcontractors) for activities relating to the certification process, including audits, technical checks, review and verification of greenhouse gas emissions, quality management and other certification-related activities

- 12.2 Subcontractors act on behalf of ASG Cert GmbH and are subject to its requirements regarding impartiality, confidentiality and competence, as well as the applicable accreditation and certification scheme requirements. Responsibility for the certification decision remains exclusively with the Certification Body.

- 12.3 ASG Cert GmbH shall be liable for acts or omissions of subcontractors only to the extent required by mandatory law.

13. Liability

- 13.1 The Certification Body shall have unlimited liability for damage caused by intent or gross negligence. In cases of ordinary negligence, ASG Cert GmbH shall be liable only for breach of an essential contractual obligation (cardinal obligation). In such cases, liability shall be limited to foreseeable damage typical of the contract. Liability for indirect damage, consequential damage, loss of profit and other financial loss is excluded to the extent permitted by law.
- 13.2 The above limitations of liability shall not apply to damage arising from injury to life, body or health, to liability under the German Product Liability Act, or where mandatory statutory provisions preclude such limitations
- 13.3 In cases of ordinary negligence, ASG Cert GmbH shall be liable only for breach of an essential contractual obligation. An essential contractual obligation is an obligation whose fulfilment is necessary for proper performance of the contract and on whose observance the Client may regularly rely. In such cases, liability shall be limited to damage typical of the contract that was foreseeable at the time the contract was concluded.
- 13.4 ASG Cert GmbH does not warrant that certification will be granted, maintained or recognised by authorities, accreditation bodies or other third parties
- 13.5 To the extent permitted by law, the Client's claims shall become time-barred within one year of the Client becoming aware of the claim, but no later than one year after completion of the relevant certification service.

14. Force Majeure

- 14.1 Neither party shall be liable for delays or failure to perform obligations under this agreement resulting from circumstances beyond its reasonable control that could not have been prevented or overcome even with the exercise of due care (force majeure).
- 14.2 Such circumstances include, among others, natural disasters, epidemics, pandemics, wars, armed conflicts, government measures, lockouts, civil unrest, strikes, terrorism, cyberattacks, IT security incidents, failures of energy or telecommunications networks, transport disruptions and other unforeseeable and unavoidable events. They also include changes in legislation, official orders, accreditation requirements or requirements of the relevant certification scheme insofar as these affect the performance of certification services
- 14.3 The affected party shall promptly inform the other party of the occurrence and, where possible, the anticipated duration of the event.
- 14.4 If the force majeure event continues for more than three (3) months, or continuation of certification services becomes permanently impossible or unreasonable, ASG Cert GmbH is entitled to terminate the agreement, in whole or in part, for cause without notice or to discontinue the affected certification services. Any further statutory rights remain unaffected.

15. Fees and Payment Terms

- 15.1 The Client shall pay the remuneration agreed between the parties for the certification services provided by ASG Cert GmbH.
- 15.2 The Certification Body is entitled to require payment in advance, in whole or in part. Issuance of a certificate may be withheld until payment has been received in full.
- 15.3 Additional services (e.g. travel costs, expenses or additional work) required as a result of changes in the certification scope, additional assessments, unresolved nonconformities, transfer assessments, sampling, laboratory analyses or other services outside the agreed scope may be invoiced separately on the basis of supporting evidence or ASG Cert GmbH's applicable rates.
- 15.4 Certification decisions remain independent of payment matters; however, ASG Cert GmbH may suspend certification services, postpone agreed audit dates and/or defer the issuance or maintenance of a certificate until all amounts due have been paid in full, insofar as this is compatible with the certification scheme requirements.

16. Term and Termination

- 16.1 The agreement for certification services may be terminated by either party on two (2) weeks' notice to the end of a calendar month. From the date of certification, the Client is entitled under Clause 6.2 to use the certificate for one contractual year, unless the certificate is suspended, its scope reduced or it is withdrawn due to nonconformities.
- 16.2 Termination requires written form.
- 16.3 The right of either party to terminate for cause without notice remains unaffected.
- 16.4 Payment, cooperation, confidentiality and other obligations already incurred shall remain unaffected by termination. This applies in particular to ASG Cert GmbH's entitlement to remuneration for services provided up to the effective date of termination and for services whose performance had already commenced at the time of termination.
- 16.5 Upon expiry of the initial term or any renewal term, the agreement shall renew for a period equal to the initial term unless either party gives the other party written notice of termination before the expiry of the initial term or renewal term.

17. Accreditation Status of ASG Cert GmbH and Continuation of Certification Activities

17.1 Loss, Reduction or Suspension of Accreditation or Recognition

- 17.1.1 If ASG Cert GmbH loses its accreditation, recognition or approval required to provide certification services under the relevant certification scheme and applicable law, or if such accreditation, recognition or approval is suspended, restricted, withdrawn or otherwise no longer maintained, ASG Cert GmbH shall promptly notify the affected applicants in text form (email).
- 17.1.2 Where certification activities can no longer be performed under the affected accreditation, recognition or approval, ASG Cert GmbH is entitled to suspend, postpone, discontinue or terminate the certification activities, in whole or in part.
- 17.1.3 In such cases, ASG Cert GmbH shall provide reasonable assistance with transferring certification to another certification body, where appropriate and permitted by the applicable certification scheme requirements, and provided that the Client gives the necessary cooperation.
- 17.1.4 Where required by applicable accreditation, legal or certification scheme requirements, ASG Cert GmbH may provide relevant certification information or documents to the Client, the operator of the relevant certification scheme, the competent authorities or another authorised certification body.

17.2 Inability to Continue Certification Activities

- 17.2.1 If ASG Cert GmbH is temporarily or permanently unable to continue certification activities due to force majeure, loss of qualified personnel, loss of the necessary competence, organisational changes or other circumstances beyond its reasonable control, ASG Cert GmbH shall promptly notify the affected Clients in text form.
- 17.2.2 If certification activities cannot be continued, ASG Cert GmbH is entitled to suspend, postpone, discontinue or terminate the affected certification activities.
- 17.2.3 In such cases, ASG Cert GmbH shall provide reasonable assistance with transferring certification activities to another certification body, where appropriate and permitted by the applicable certification scheme requirements.

17.3 Continuing Obligations

- 17.3.1 Termination of the agreement between the Client and ASG Cert GmbH shall not affect obligations concerning confidentiality, certification records, complaints, appeals, ongoing investigations, certification scheme requirements or duties of cooperation arising from applicable accreditation, legal, regulatory or certification scheme requirements.
- 17.3.2 ASG Cert GmbH shall retain certification records and related certification documents for at least ten (10) years after expiry, withdrawal or termination of certification, unless a longer retention period is required or permitted by applicable legal, accreditation or certification-specific requirements.

18. Amendments to the General Terms and Conditions

- 18.1 The Certification Body is entitled to amend or supplement these General Terms and Conditions with effect for the future where necessary due to legal, regulatory, accreditation or certification scheme requirements, or for organisational reasons.
- 18.2 The applicable version of the General Terms and Conditions shall be the version published on ASG Cert GmbH's website at the time the agreement is concluded or the relevant certification service is performed.
- 18.3 ASG Cert GmbH shall inform the Client of material amendments to the General Terms and Conditions in text form (e.g. by email) or by an appropriate notice on its website.

19. Governing Law and Jurisdiction

- 19.1 The law of the Federal Republic of Germany shall apply.
- 19.2 The place of jurisdiction shall be Munich.
- 19.3 If any provision of these General Terms and Conditions is or becomes invalid or unenforceable, in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be deemed replaced by a valid provision that most closely reflects the economic purpose of the original provision.