

Contractual Provisions of the Certification Body of Holzforschung Austria – *ENplus*[®] Supplementary Provi- sions

1. Normative bases

The central normative documents relating to the ENplus® certification worldwide, except for Germany are:

- ENplus® ST 1001, ENplus® wood pellets – Requirements for companies
- ENplus® ST 1002, Requirements for certification and testing bodies operating ENplus® certification
- ENplus® ST 1003, Usage of the ENplus® trademarks - Requirements

In addition to the standards mentioned above, the ENplus® procedural documents and ENplus® guidance documents, which are also part of the ENplus® documentation, must be observed.

All documents relevant to the certification must be applied in their respective valid versions.

The latest documents are available to be downloaded on the official ENplus® website.

2. Assessment system

Deviating from the regulations in the "Contractual and general provisions of the certification body of Holzforschung Austria", the assessment of a deviation from the relevant requirement documents in evaluation, certification and ongoing monitoring, is carried out according to the provisions specified in ENplus® ST 1002.

3. Obligations of the applicant or certificate holder

The applicant or certificate holder is obliged to

- 3.1. conform with all applicable ENplus® certification requirements;
- 3.2. conform with any conditions set by the certification body for granting or maintaining certification;
- 3.3. disclose current or previous applications or certifications with ENplus® in the course of the application procedure;
- 3.4. to agree to the conducting of surveillance and recertification audits in accordance with the audit schedule defined in the ENplus® documentation; including the right of the certification body to conduct unannounced or short notice audits and sampling on-site or via videoconference;
- 3.5. to agree to the publication of information as specified in the relevant ENplus® documentation;
- 3.6. to agree that information related to the ENplus® certification described in the ENplus® documentation is provided to the responsible ENplus® scheme management and in any case to EPC/Bioenergy Europe through the ENplus® certification database or other means specified by EPC/Bioenergy Europe (in compliance with the GDPR regulation on personal data protection);

- 3.7. to agree that a complaint will first be dealt with in accordance with the complaints procedure of the certification body (see website of Holzforschung Austria; this also includes the forwarding of information concerning the complaint to the responsible auditors) and, if not resolved, it is referred to the responsible ENplus® scheme management and in any case to EPC/Bioenergy Europe, in case of disagreement with audit findings related to the ENplus® documentation;
- 3.8. to agree that the certification activities (in speech and writing) for those companies that are granted their ENplus® license from the Austrian or Swiss ENplus® scheme management are carried out in German or English, and that in all other cases the certification activities will be conducted in English;
- 3.9. to name a contact person who has sufficient command of German or English;
- 3.10. to inform the certification body immediately about changes related to information about the company that are required to be reported according to the ENplus® documentation and, if necessary, to meet any additional costs incurred as a result (e.g. re-issuance of certificates, additional audits).

4. Rights of the certification body and ENplus® scheme management

The applicant or certificate holder agrees

- 4.1. that the certification body has the right to postpone or suspend the certification decision in order to take new or additional information into account that has not yet been considered in its audit report and that in the opinion of the certification body could affect the outcome of its evaluation;
- 4.2. that the certification body and the responsible ENplus® scheme management have the right to access confidential information to examine documentation deemed necessary and to access the relevant equipment, location(s), area(s), personnel and any service providers;
- 4.3. that the certification body has the right to use information brought to its attention to follow up on misuse of the ENplus® trademarks and intellectual property rights held by EPC/Bioenergy Europe;
- 4.4. that complaints and appeals shall only be processed by the certification body if they are submitted either in German or English. All complaints and appeals must be made in writing with no exception. The complaint or appeal will be dealt with in either German or English, as requested;
- 4.5. that the certification body reserves the right to make annual price adjustments during the contractual period, which are based on the increase in the Austrian consumer price index;
- 4.6. that the certification body has the right to adjust the costs for the certification within the period of validity of the certificate if the underlying regulations for the certification are changed in such a way that there is a justified additional effort for the ongoing monitoring and certification;
- 4.7. that the certification body has the right to charge for the costs incurred since the date of contract, should the ordered certification be terminated at the request of the company before being finalised.

5. Suspension, reduction, termination or withdrawal of certification

In case of suspension, restriction, termination or withdrawal of the certification, the certificate holder must meet the following obligations:

- 5.1. Immediately cease to make use of any ENplus® trademarks (word marks and word/figurative marks), to sell any products previously labelled or marked with the ENplus® trademark and to make any claims that imply that such products comply with the requirements for certification;

In case of restriction, termination or withdrawal of the certification, the certificate holder must meet the following obligations additionally:

- 5.2. Returning the original certificate to the certification body or destroying it, as well as the obligation to destroy any electronic and printed copies in their possession.

6. Transfer of the certification

- 6.1. The certificate holder must inform the transferring certification body of the transfer request and grant it written permission to transmit the following documents to the transferee certification body:

- valid ENplus® certificate,
- audit reports of the initial certification, the latest surveillance or recertification report (including the corresponding conformity reports),
- status of all outstanding non-conformities,
- up-to-date information on outstanding complaints.

If Holzforschung Austria is the transferee certification body, the following applies:

- 6.2. If the above information is not provided or the review of the documents does not allow the transfer to be completed, Holzforschung Austria will treat the certificate holder as a new customer.

If Holzforschung Austria is the transferring certification body, the following applies:

- 6.3. The certificate issued by Holzforschung Austria remains valid until the transferee certification body has completed the transfer of the certification, provided the customer continues to meet the requirements of the certification.

7. Other provisions

- 7.1. The certification body reserves the right to reject applications for certification or to terminate existing certifications immediately if there are serious reasons for this (e.g. the company's involvement in illegal activities, repeated non-compliance with certification or product requirements or similar company-specific aspects).
- 7.2. The certification body reserves the right to not carry out an on-site audit if at the time of the planned audit travel warnings from the Austrian federal government apply to the region in question or if travel restrictions or pandemic-related measures make travel unreasonable. The responsible ENplus® scheme management decides whether an audit can be carried out as a remote audit via video conference or as an office audit in such cases.

These contractual provisions come into force with the signing of the application and from the date specified indefinitely.

8. Provisions for ongoing contractual relationships

In the case of a contractual agreement (application) signed before 20.12.2022, the following documents made available in the latest version at <https://www.holzforchung.at/en/knowledge-transfer/shop-downloads/#downloads-8062> form an integral part of this contractual agreement:

- GENERAL TERMS AND CONDITIONS OF BUSINESS for the services of Holzforchung Austria
- Contractual and general provisions of the certification body of Holzforchung Austria
- Information from Holzforchung Austria on „ENplus® Wood Pellets Certification (general information) “
- Standards ENplus® ST 1001, ENplus® ST 1002, ENplus® ST 1003

All previous contractual provisions of Holzforchung Austria with the certificate holder concerning the ENplus® certification (excluding the application for certification) will cease to be valid when this contractual agreement comes into force.

The certification body reserves the right to unilaterally amend these provisions at any time. Any amendments must be brought to the attention of the certificate holder by the certification body before their entry into force. After receipt of the documents, the certificate holder is entitled to a 30-day examination period in which they may object to any amendments. Provided that the certificate holder does not object to these amendments in writing within this period, the new provisions will come into force on 01.01.2024 for an indefinite period of time.