

ISCC 251-02

General Terms of Certification



As of: 22 May 2026

Annex B: General Terms of Certification

1. Definitions

Capitalised terms shall have the meaning as expressly defined in this Clause 1 or in other provisions of this Agreement.

- 1.1 **Agreement** means the agreement between ISCC and the Cooperating CB, comprising the Cooperation Agreement (main contract), these Terms and the annexes referred to in Clause 21.2.
- 1.2 **Audit** and the corresponding verb to “**Audit**” means, in conformity with the meaning assigned in the Scheme Standards of the applicable ISCC Certification System, a verification of / to verify compliance with the Scheme Standards by a Cooperating CB, ISCC or a person commissioned by ISCC.
- 1.3 **Audit Procedures** means checklists for preparing and conducting Audits and self-assessments of System Users.
- 1.4 **CB** means Certification Body.
- 1.5 **CB Licence Fee** is, in accordance with Annex C applicable at the time the fee is incurred, either a one-off fee charged upon conclusion of the contract between ISCC and the Cooperating CB, or a recurring annual fee charged for each year of contract.
- 1.6 **CB Certificate Fee** is a fee charged per Certificate issued by the Cooperating CB in accordance with Annex C applicable at the time the fee is incurred.
- 1.7 **Certificate** means a conformity statement issued by a Certification Body which certifies that a System User complies with the requirements of the relevant ISCC Certification System.
- 1.8 **Certification** means a procedure to check the prerequisites for issuing a Certificate or Pre-certification Report under an ISCC Certification System conducted by a Cooperating CB or the attestation of the successful completion of this procedure by issuance of a Certificate or Pre-certification Report.
- 1.9 **Certification Agreement** means the agreement concluded between the System User and the Cooperating CB.
- 1.10 **Certification Audit** means an Audit for initial Certification or Recertification.

- 1.11 **Certification Body (CB)** means an independent accredited or recognised conformity assessment body that provides certification services by carrying out Audits of System Users under an ISCC Certification System on the basis of a Cooperation Agreement.
- 1.12 **Certification Documents** means all documents and information that must be submitted to ISCC after completion of a Certification Audit or issuance of a Certificate or Pre-certification Report according to the Scheme Standards.
- 1.13 **Certification System** means a set of requirements to demonstrate compliance with defined rules (e.g., Sustainability Requirements), procedures and management for the product, processes and services subject to Certification.
- 1.14 **Certificate Fee** is the fee to be paid by the System User per Certificate issued, invoiced and collected by the Cooperating CB according to annexes C and D.
- 1.15 **Change of Control** means any transaction or series of related transactions whereby a Party (i) directly or indirectly transfers more than 50% of its voting rights or ownership interests, or (ii) a third party or group of third parties gains the power to appoint the majority of the members of its board of directors or equivalent management body.
- 1.16 **Claims** means statements made by the System User to third parties on the basis of a Certificate about Sustainability Characteristics of Materials, e.g. in proofs of sustainability or other sustainability declarations.
- 1.17 **Confidential Information** means all technical, financial, commercial or any other information, including but not limited to, data of contractors or clients, trade secrets or commercially privileged knowledge, which is exchanged between the Parties in the performance of this Agreement and is duly marked or indicated as confidential or is obviously or reasonably believed to be confidential in nature at the time of exchange.
- 1.18 **Cooperation Agreement** means the main contract of this Agreement signed by the Parties.
- 1.19 **Cooperating CB** means the Cooperating Certification Body being Party to the Cooperation Agreement.
- 1.20 **Data** means data of the other Party, System Users or Third Parties as well as Personal Data of officers, employees or vicarious agents of the other Party, the System User or a Third Party.
- 1.21 **Economic Operator** means a market participant, in the context of ISCC EU as defined in Art. 2 Commission Implementation Regulation (EU) 2022/996 or subsequent legislative acts that may replace or supplement the above.
- 1.22 **GDPR** means Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation).
- 1.23 **Guidance Documents** means ISCC documents that may supplement or further specify the criteria of the System Documents and System Updates for the Certification, including the evaluation and/or verification of the Sustainability Requirements.
- 1.24 **Integrity Assessment** means an Audit performed by ISCC or by independent Auditors commissioned by ISCC as part of the ISCC Integrity Programme.
- 1.25 **Integrity of the ISCC Certification System** means the system's suitability,

credibility, reliability and robustness to ensure and demonstrate compliance of System Users and Materials with the relevant Sustainability Requirements and to avoid fraud.

- 1.26 **ISCC Certification System** means a Certification System operated by ISCC.
- 1.27 **ISCC Claims** means Claims that involve the letters “ISCC”, the name “International Sustainability and Carbon Certification” or a reference to the Certification or ISCC licence (e.g. “certified product”), within the scope described in the ISCC Document “ISCC 208 – Logos and Claims”.
- 1.28 **ISCC HUB** is the online platform for System User data management complementing the client section on the ISCC website.
- 1.29 **ISCC Integrity Programme** means the Integrity Programme as defined in the Scheme Standards of the relevant ISCC Certification System.
- 1.30 **ISCC Intellectual Property** means the intellectual property rights of any kind owned by ISCC including but not limited to, patents, design rights, copyrights, (including rights in software) trademarks, trade names, domain names, moral rights, service rights, service marks, know-how, database rights, designs, trade secrets, and/or any pending applications for such rights, or other rights under the law of any applicable jurisdiction, (whether registered or unregistered) anywhere in the world.
- 1.31 **Materials** means raw materials (including wastes and residues), intermediate products or final products whose Sustainability Characteristics are subject to Sustainability Requirements that are to be demonstrated by the application of a Certification System.
- 1.32 **Non-Conformity** means the non-compliance of an Economic Operator or Cooperating CB with Scheme Standards of an ISCC Certification System.
- 1.33 **Party / Parties** means one of the parties or both parties to this Agreement.
- 1.34 **Personal Data** means any information relating to an identified or identifiable natural person (data subject) as defined in Art. 4(1) GDPR.
- 1.35 **Pre-certification Report** means a statement issued by a Certification Body which summarises the conformity areas and compliance gaps of a System User against the requirements of the ISCC Certification System.
- 1.36 **Process** (i.e. to process) has the meaning pursuant to Art. 4(2) GDPR.
- 1.37 **Processor** has the meaning pursuant to Art. 4(8) GDPR
- 1.38 **Quantity-Dependent Fee** is the quantity-dependent fee to be paid by the System User according to Annex C.
- 1.39 **Recertification** means the renewal of a Certificate.
- 1.40 **RED III** is Revised Renewable Energy Directive (EU) 2018/2001, last amended by Directive (EU) 2023/2413 of 18 October 2023¹.
- 1.41 **Registration** means the System User’s conclusion of a System Usage

¹ Directive (EU) 2023/2413 of the European Parliament and of the Council of 18 October 2023 amending Directive (EU) 2018/2001, Regulation (EU) 2018/1999 and Directive 98/70/EC as regards the promotion of energy from renewable sources, and repealing Council Directive (EU) 2015/652. Consolidated text as of January 2026: <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:02018L2001-20240716>.

Agreement with ISCC.

- 1.42 **Witness Assessment by ISCC** is the surveillance of an Audit performed by the Certification Body that is accompanied by and observed by a representative of ISCC or by an Auditor assigned by ISCC.
- 1.43 **Surveillance Audit by the Certification Body** is an Audit of a System User performed by the Cooperating CB to verify compliance with Scheme Standards during the period of validity of a Certificate.
- 1.44 **Sustainability Characteristics** means Materials-related information that is or may be the subject of ISCC Certifications or ISCC Claims.
- 1.45 **Sustainability Requirements** means Sustainability Characteristics that are required or defined by organisations, in particular states, inter- or supranational organisations (e.g., the European Union), regulators, non-governmental organisations or interest groups, and that are demonstrated by Certification under an ISCC Certification System and compliance with this ISCC Certification System.
- 1.46 **System Documents** means the normative documents that define the Sustainability Requirements of the relevant ISCC Certification System, and are published on the ISCC website in their applicable binding versions, where applicable with their effective date.
- 1.47 **Scheme Standards** means the rules (e.g., principles, standards, requirements, procedures, policies) of an ISCC Certification System as defined in the System Documents, System Updates and Guidance Documents.
- 1.48 **System Updates** amend, supplement, or clarify the Scheme Standards, and are communicated to System Users and Cooperating CBs by e-mail or other means.
- 1.49 **System Usage Agreement** means the agreement concluded between the System User and ISCC.
- 1.50 **System User** means an Economic Operator that has concluded a System Usage Agreement with ISCC.
- 1.51 **System User Fees** means fees to be paid by System Users according to Annex C, including Certificate Fees and Quantity-Dependent Fees.
- 1.52 **Terms of Use** are the “Terms of Use” pertaining to the System Usage Agreement between the System User and ISCC.
- 1.53 **Terms** means these General Terms of Certification.
- 1.54 **Third Party** means a person, other than the System User, subject to the Certification or Certificate of the System User, such as, for example, points of origin, agricultural operations, farms, plantations.
- 1.55 **Third Party Data** means Data of a Third Party or Personal Data of a natural person who is an officer, employee or vicarious agent of a Third Party.
- 1.56 **UDB** is the Union database for the tracing of liquid and gaseous transport fuels as per Art. 28(2) RED III.

2. Interpretation

- 2.1 **Headings and sub-heading.** Headings and sub-headings are for convenience

and reference purposes only and shall not affect interpretation except where the context otherwise requires.

- 2.2 **References to this Agreement.** References to this Agreement or to any other agreement or document referred to in this Agreement are references to this Agreement or such other agreement or document as amended, varied, supplemented, replaced or novated from time to time.
- 2.3 **Legal references.** A reference to a statute or statutory provision is a reference to it as amended or re-enacted, or replaced by any other act. from time to time. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted from time to time.
- 2.4 **Rule examples.** Any words following the terms "*including*", "*include*", "*in particular*", "*for example*" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.5 **"Person".** A reference to a "*person*" includes any individual or company (e.g., a corporation, partnership, limited liability company, firm) or any other entity, whether or not having separate legal personality. Unless otherwise indicated, each reference to any person shall include such person's successors.
- 2.6 **Singular, plural.** Words in the singular include the plural (and vice versa) except where the context otherwise requires.
- 2.7 **Gender.** References to any gender include references to all other genders.

3. Subject Matter and Scope of Application

- 3.1 These Terms are an integral part of the Agreement between the Parties.
- 3.2 The rights and obligations of the Parties of this Agreement shall exclusively be governed by the Scheme Standards of the relevant ISCC Certification System(s) and this Agreement.
- 3.3 Any deviating terms and conditions of the Cooperating CB are explicitly rejected.

4. Duties of the Cooperating CB

- 4.1 **Recognition or accreditation.** In the event of any changes with regard to the Cooperating CB's recognition or accreditation status or the conditions set out in Annex A, the Cooperating CB shall notify ISCC in writing without delay.
- 4.2 **System compliance.** The Cooperating CB shall comply with all relevant Scheme Standards; compliance with the relevant Scheme Standards is also a contractual obligation.
- 4.3 **Legal compliance.** The Cooperating CB shall comply with all relevant legal obligations and official and judicial orders. It shall comply with all information, reporting and documentation requirements and requests of national, international or supranational regulators, competent authorities or accreditation bodies in connection with the Certifications under ISCC Certification Systems. In connection with Certifications under ISCC EU, Cooperating CBs are in particular obliged to cooperate with the competent authorities of the European

Union and EU Member States, in particular those according to Article 30(8) to (10) RED III and Article 17 of the Commission Implementing Regulation (EU) 2022/996². Supervision by the Member States may entail providing relevant data upon request, such as audit reports and actual GHG calculations. Cooperating CBs shall submit, upon the request of competent Member State authorities which supervise the operation of the Cooperating CB's Auditing of the ISCC Certification System, all relevant information necessary to supervise the operation, including the exact date, time and location of Audits. Failure or unwillingness by the Cooperating CB to comply with these supervision requirements shall lead to the Cooperating CB's exclusion from conducting Audits.

- 4.4 **Updating of data.** The Cooperating CB is obliged to update its Data, in particular the Data in the ISCC HUB, without delay. If the update in the HUB is not possible, the Cooperating CB is obliged to inform ISCC of changes by e-mail without delay.
- 4.5 **Certification documents.** The Cooperating CB shall ensure that all information to be uploaded by the Cooperating CB to the ISCC HUB for publishing on the ISCC website according to the Scheme Standards, in particular System User Data, Certificates, audit reports or information on the status of Certificates, is correct and complete and can be published on the ISCC website in automated procedures without further verification by ISCC. Certification Documents shall be forwarded to ISCC in a way that allows ISCC to process them without disproportionate effort as defined in the applicable System Documents, in particular without the need for queries by ISCC.
- 4.6 **Use of Audit Procedure System.** The Cooperating CB shall be responsible that its personnel, as well as External Persons pursuant to Clause 4.8, conduct the Audits via the Audit Procedure System ("APS") when made available by ISCC, and in conformity with the latest APS Terms of Use available on the ISCC website.
- 4.7 **Data base accuracy.** The Cooperating CB shall be responsible for verifying at the time of the Audit the accuracy of information verified at the Audits entered by the System User into the UDB or any relevant national database in compliance with Article 31a(5) RED III.
- 4.8 **External Persons.** The Cooperating CB may only use External Persons for activities related to the ISCC Certification System, in particular for Auditing in accordance with with the relevant conditions and requirements of the ISCC Certification System for the use of External Persons. For the purpose of this Agreement, "**External Person**" refers to a person who is not own personnel of the Cooperating CB, but works under an individual contract that places them within the management control and systems/procedures of the Cooperating CB (e.g. free-lancers). Unless the Scheme Standards provide otherwise, External Persons may only be used to perform activities related to the ISCC Certification System, if

² Commission Implementing Regulation (EU) 2022/996 of 14 June 2022 on rules to verify sustainability and greenhouse gas emissions saving criteria and low indirect land-use change-risk criteria, last amended by Commission Implementing Regulation (EU) 2025/196 of 3 February 2025. Consolidated text as of January 2026: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A02022R0996-20250224>.

- a) full compliance of the External Person with all requirements of the applicable ISCC Certification System to own personnel of the Cooperating CB for the respective activity, including but not limited to competence, supervision, confidentiality, independence and integrity, is ensured;
- b) the Cooperating CB assumes full responsibility for such activities of the External Person;
- c) all such activities of the External Person are subject, at any time, to the complete and control and authority of the Cooperating CB;
- d) the Cooperating CB has a valid written agreement by which the External Person assumes the obligations and responsibilities of the Cooperating CB toward ISCC or competent authorities or other monitoring bodies under the ISCC Certification System and this Agreement insofar as they apply to the scope of work carried by the External Person. This includes:
 - (i) compliance with all applicable laws and regulations and all professional standards required of the Cooperating CB and its personnel by the applicable Scheme Standards;
 - (ii) strict adherence to all requirements pertaining to Audits and to personnel conducting such Audits;
 - (iii) full submission to all applicable inspection and control rights and activities of ISCC, competent authorities or other monitoring bodies, in particular with regard to the ISCC Integrity Programme;
 - (iv) compliance with all requests for information from ISCC, competent authorities or other authorised parties; to this extent the External Person is to be released from any confidentiality obligations towards the Cooperating CB; the Cooperating CB shall ensure that also the Audited entity grants such release.

Compliance with the above conditions and requirements has to be documented by the Cooperating CB, and this documentation has to be submitted to ISCC by the Cooperating CB upon request of ISCC without undue delay.

The Cooperating CB shall remain liable for any acts or omissions of the External Person and shall indemnify and hold harmless ISCC from any claims arising out of or in connection with the activities of the External Person related to the ISCC Certification System.

4.9 **Outsourcing.** The Cooperating CB may outsource activities related to the ISCC Certification System (“**Outsourcing**”), in particular Auditing, in accordance with the Scheme Standards of the applicable ISCC Certification System.

Notwithstanding anything to the contrary in the following provisions, **Certification reviews** and **Certification decisions** shall be carried out exclusively by the Cooperating CB holding a valid Cooperation Agreement and shall not be outsourced, delegated, or transferred, in whole or in part, to any affiliate, subsidiary, group entity, branch office, or third-party organisation.

Subject always to Paragraphs 1 and 2 above, the Cooperating CB may outsource Certification activities, in particular Audit activities, only if

- a) the Cooperating CB has verified that Outsourcing does not compromise

impartiality, confidentiality, independence, or competence requirements under ISO/IEC 17065 and the ISCC Scheme Standards;

- b) the Cooperating CB retains responsibility, in particular through contractual agreements with the external provider and documented verification and monitoring, for the external provider to meet all requirements of the relevant ISCC Certification System(s) or this Agreement for the performance of Certification activities, which the Cooperating CB would have to meet if it were performing the activities itself;
- c) the Cooperating CB has established procedures to conduct adequate pre-onboarding due diligence and evaluation of the external provider and verify that the external provider meet all applicable requirements. The Cooperating CB shall provide supporting evidence for ISCC's review upon request;
- d) the Cooperating CB shall maintain a current and up to date list of approved external providers, including scope of services and qualification evidence, and provide it to ISCC;
- e) the activities of the external provider are subject, at any time, to the control and authority of the Cooperating CB;
- f) the Cooperating CB bears contractual responsibility towards ISCC for the outsourced activities; ISCC may impose against the Cooperating CB sanctions according to the Scheme Standards in the event of non-conformities with the Scheme Standards of the relevant ISCC Certification System(s), even if the non-conformity is committed by the external provider;
- g) the personnel of the external provider involved in the Audit (valuation) meet, as documented in writing, all qualification and competence requirements for the Audit personnel according to the Scheme Standards of the relevant ISCC Certification System(s) and this Agreement;
- h) the Cooperating CB has a valid written agreement with the external provider by which the latter assumes all obligations and responsibilities that the Cooperating CB assumes toward ISCC and competent authorities or monitoring bodies under the applicable ISCC Certification System(s) and this Agreement insofar as such obligations and responsibilities apply to the scope of work carried out by the external provider. Clause 4.8 Sentence 3 lit. d) applies accordingly.

Compliance with the above conditions and requirements for Outsourcing shall be documented by the Cooperating CB, and this documentation shall be submitted to ISCC by the Cooperating CB upon request of ISCC without undue delay.

The Cooperating CB shall remain liable for any acts or omissions of the external provider and shall indemnify and hold harmless ISCC from any claims arising out of or in connection with the Outsourcing.

- 4.10 **No conflict of interest.** The Cooperating CB undertakes to avoid any potential conflict of interest towards System Users. In particular, the Cooperating CB shall ensure that it has procedures in place to prevent the Cooperating CB and its

personnel, External Persons or external providers, including the external providers' personnel and External Persons, from providing consultancy services, such as preparation, execution, evaluation and documentation of Audits, to System Users for whom the aforementioned persons conduct Audits or related activities.

- 4.11 **Non-Conformities of System Users.** In the event of Non-Conformities of System Users, the Cooperating CB is obliged to inform ISCC comprehensively and truthfully without delay and provide ISCC with all relevant or requested information, documentation and other evidence without delay. The Cooperating CB shall agree all necessary rights to pass on such information to ISCC in their Certification Agreements.
- 4.12 **Inspections.** At all locations where the Cooperating CB performs activities associated with this Agreement and on which it exercises material control, the Cooperating CB must:
- a) enable employees of competent authorities and their 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 of certified material;
 - b) enable employees of ISCC and/or Audit personnel 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 CB on ISCC Audits and/or carry out its own control Audits of companies that have already been certified (Witness Assessments by ISCC).
- 4.13 **Inspections of third-party locations.** In the event that the Cooperating CB performs activities in performance of this Agreement at locations of Third Parties, where System Users exercise material control (e.g., locations covered by group certification as defined in the Scheme Standards of the relevant Certification System), the Cooperating CB shall, at the beginning of the Audit, obtain written confirmation from these third parties of the access and control rights mentioned in Clause 4.12 lit. a) and b) for these locations.

5. Rights and Duties of ISCC

- 5.1 **Recognition of Certificates.** ISCC will recognize as valid those Certificates that have been issued by the Cooperating CB in accordance with this Agreement, including the Scheme Standards of the relevant Certification System.

- 5.2 **Disclaimer.** ISCC has no obligation towards the Cooperating CB to maintain or improve the Integrity of the ISCC Certification System or to maintain or protect the recognition or accreditation of ISCC Certification Systems by third parties, such as states, inter- or supranational organisations or non-governmental organisations. ISCC is not responsible for ensuring that compliance with any governmental or non-governmental standards (e.g. sustainability standards) is achieved or demonstrated through Certification and/or compliance with the Scheme Standards.
- 5.3 **Amendment of Scheme Standards.** ISCC may amend Scheme Standards in accordance with the provisions of the respective ISCC Certification System at any time in order to ensure or improve the function or Integrity of the ISCC Certification System, in particular if such amendments are required by competent authorities.

6. CB Fees

- 6.1 **Fees.** ISCC will charge the Cooperating CB fees according to Annex C. All fees are exclusive of VAT and will be invoiced including the statutory VAT.
- 6.2 **CB Licence Fees.** Unless otherwise specified in Annex C, CB Licence Fees shall be incurred, in the case of one-off CB Licence Fees, on the date this Agreement is concluded; in the case of recurring CB Licence Fees, on the first day of the first licence year, or, in subsequent licence years, on the first day of the respective licence year, usually on the day and month this Agreement was concluded.
- 6.3 **CB Certificate Fees.** CB Certificate Fees are incurred at the time a Certificate is issued to the System User, pursuant to the version of Annex C applicable at the time the fee is incurred.
- 6.4 **Disproportionate handling effort.** Disproportionate effort (Clause 4.5) will be charged with a handling fee of EUR 60.00 (sixty Euro) per hour.
- 6.5 **Additional services.** For additional services that go beyond the standard services included in the licence of the ISCC Certification System, ISCC may charge additional fees. Such fees must be commercially reasonable if the System User is obliged to utilise the services, e.g. in the case of mandatory trainings. As a rule, fees for additional services will be published alongside the service offering on the ISCC website. If ISCC provides additional services to the Cooperating CB or in its presumed interest without a prior agreement on fees, and the provision of such services, taking into account the circumstances, can usually only be expected for a consideration, ISCC may demand remuneration at its reasonable discretion. If the fixed remuneration is deemed unreasonable by the Cooperating CB it may be subjected by the Cooperating CB to judicial decision (Section 315 (3) German Civil Code, BGB).
- 6.6 **Invoicing, payment, delayed payment:** Fees may be invoiced by ISCC immediately after incurrence or after rendering the service; fees for additional services (Clause 6.5) may be invoiced prior to the provision of the service according to the provisions of the service offering on the ISCC website. CB Certificate Fees will be invoiced on a monthly basis. Invoiced amounts shall be due upon receipt of the invoice. Payment (receipt of payment on ISCC's bank

account as specified on the invoice) must be made within 30 (thirty) calendar days of receipt of the invoice. After expiry of this period, the Cooperating CB shall be in default without further reminder and ISCC shall be entitled to invoice the Cooperating CB for the statutory **default interest** according to Section 288 (2) German Civil Code (BGB), currently **9 (nine) percentage points above the base interest rate** published semi-annually by the German Federal Bank. ISCC may send reminders after 30 (thirty) calendar days upon receipt of the invoice and invoice a processing fee of EUR 15.00 (fifteen Euro) with the first and of EUR 30.00 (thirty Euro) with each further reminder. With the third payment reminder ISCC will also threaten the termination of this Agreement without notice for good cause if full payment is not received within 7 (seven) calendar days upon receipt of the third reminder. If full payment is not received within this period, ISCC may terminate this Agreement without notice for good cause. The Cooperating CB's obligations to pay accrued fees remain unaffected.

- 6.7 **Amendment of fees.** ISCC reserves the right to adjust fees. Amended fees apply in accordance with Clause 16.2.

7. Providing the Data for and Payment of System User Fees

- 7.1 **Turnover of the System User.** The Cooperating CB shall record and submit to ISCC the annual turnover on the basis of which Certificate Fees of System Users are to be calculated pursuant to Annexes C and D applicable on the date of the respective Certification Audit, and verify this turnover during the Certification Audit based on the information Audited. The verification of the annual turnover shall be documented in the Certification Documents and submitted to ISCC together with the Certification Documents.
- 7.2 **Quantities for Quantity-Dependent Fees.** The Cooperating CB shall record and verify the accuracy of the quantity data that is required for the calculation of the Quantity-Dependent Fee in accordance with Annex C; the System User is obliged under the System User Agreement to provide this data to the Cooperating CB. In the event of Recertification of the System User by the same Cooperating CB, this information shall be submitted to ISCC together with the Certification Documents of the Recertification Audit. If no Recertification takes place or if Recertification is carried out by another Cooperating CB, this information must be recorded, verified and submitted to ISCC by the Cooperating CB that issued the Certificate for which the Quantity-Dependent Fee is to be calculated, within 1 (one) month after the end of the Certificate's validity. The applicable versions of Annexes C and D for determining the relevant data for the calculation of the Quantity-Dependent Fee are the versions that were in force at the time of the Certification Audit for the Certificate for whose validity period the Quantity-Dependent Fee is to be calculated.
- 7.3 **Payment of System User Certificate Fees.** ISCC shall invoice the Cooperating CB for Certificate Fees (of System Users) on a monthly basis, together with the CB Certificate Fees, in accordance with the following provisions and Annexes C and D applicable at the time these fees are incurred by the System User. Except as expressly provided otherwise herein, Clause 6.6 shall apply. ISCC has obliged the System Users to pay Certificate Fees exclusively to the Cooperating CB. It is the responsibility of the Cooperating CB to invoice and collect Certificate

Fees to / from their System Users and to agree on appropriate provisions with them in their Certification Agreements in order to prevent and control any risks (e.g. collection risks) arising from the Cooperating CB's obligation to pay Certificate Fees to ISCC.

- 7.4 **Auditor information of applicable Fee Structure.** The Cooperating CB is obliged to inform the entity or person responsible for conducting a Certification Audit before the Certification Audit of the versions of Annexes C (Fee Structure) and D (Terms of Use) that apply to the information to be submitted to ISCC according to Clauses 7.1 and 7.2; note, that the applicable versions for the information specified in Clause 7.1 may differ from those for the information specified in Clause 7.2.

8. **Set-Off**

Parties may only offset against claims of the other Party with undisputed or judicially determined counterclaims.

9. **Intellectual property, Use of names and logos**

- 9.1 **ISCC Intellectual Property.** The Cooperating CB acknowledges that all content, except for logos, trademarks or other intellectual property of third parties, made available by ISCC on the internet or in other media or in direct communications (e.g. via e-mail) is part of the ISCC Intellectual Property and subject to copyright protection. Except as expressly set out otherwise in this Agreement, ISCC retains all rights, title and interest in and to all ISCC Intellectual Property. The Cooperating CB shall not be permitted to use, copy, process or distribute any ISCC Intellectual Property beyond the use granted according to the Scheme Standards, in particular the Document "ISCC 208 Logos and Claims", and these Terms, except after prior, explicit and written consent of ISCC which ISCC may grant on a case-by-case basis on request. The Cooperating CB is not entitled to sublicense or pass on its rights to use ISCC Intellectual Property under this Agreement to its external providers; external providers of the Cooperating CB do not acquire any rights to use ISCC Intellectual Property under this Agreement; the external providers' own rights to use ISCC Intellectual Property based on their own agreements with ISCC remain unaffected.
- 9.2 **Disclaimer.** ISCC assumes no responsibility and shall not be liable for ensuring that the use of the ISCC Logos and/or the making of ISCC Claims is not subject to legal restrictions in countries in which the Cooperating CB uses or wants to use them.
- 9.3 **On-product ISCC logo.** The Cooperating CB is only entitled to use the on-product ISCC logo after obtaining prior, explicit and written consent of ISCC. ISCC may grant this consent upon request and verification on a case-by-case basis.
- 9.4 **Information of infringement.** If the Cooperating CB becomes aware of a potential infringement of the ISCC logo, the Cooperating CB shall immediately notify ISCC.
- 9.5 **Indemnification.** The Cooperating CB shall indemnify ISCC from all claims by

third parties against ISCC resulting from the Cooperating CB's incorrect or non-compliant use of ISCC Intellectual Property.

- 9.6 **Referring to usage of ISCC.** The Cooperating CB may refer to its cooperation with ISCC in public and via the media.
- 9.7 **Use of Cooperating CB's logo and name.** ISCC is entitled to use and publish the Cooperating CB's company name and logo and information about the Cooperating CB's cooperation with ISCC free of charge on the ISCC website, in press releases, promotional materials or direct communications to current or potential ISCC System Users.

10. Data Protection and Confidentiality

- 10.1 **Data protection.** The Parties shall comply with all applicable data protection laws, in particular with the EU General Data Protection Regulation (GDPR). They shall Process Data exclusively for the performance of this Agreement or to ensure the performance and Integrity of ISCC Certification System (for example by analysing such Data to conduct risk assessments). ISCC's privacy policy as published on the ISCC website applies also for the Processing of Personal Data in performance of this Agreement.
- 10.2 **Legitimate disclosure.** The Parties shall be entitled to publish or disclose to third parties or Process otherwise Data and other data relating to the Certification in accordance with the Scheme Standards or this Agreement (including the Terms of Use). In particular, the Parties shall be entitled to publish transmit or otherwise disclose to third parties Data or such other data:
- a) to comply with legal duties, official or court orders, or requests for information from law enforcement authorities, competent national, supranational or international authorities (i.e. the European Commission or the International Civil Aviation Organization), or any institutions commissioned by them, or other authorised monitoring bodies; or
 - b) where otherwise necessary and proportionate to maintain, safeguard or restore the recognition or performance of ISCC Certification Systems or the Integrity of the ISCC Certification System.

In particular, ISCC shall be entitled towards the Cooperating CB, in case System Users change the Cooperating CB, to disclose to the new Cooperating CB all data pertaining to the System User collected by ISCC under this Agreement, provided the System Usage Agreements allows such disclosure, including information with regard to previous Certifications and Audits of the Cooperating CB hereunder, and/or previous Integrity Assessments.

- 10.3 **Processors.** When the Processing of Personal Data, received by a Party, is carried out on behalf of the receiving Party by a Processor, the receiving Party shall ensure that it maintains a valid data processing agreement with the Processor for the duration of the Processing, in accordance with the requirements of the GDPR and the requirements of this Agreement.
- 10.4 **Information of data subjects.** The Parties shall undertake to fulfil the information obligations incumbent on the other Party under Arts. 13 and 14 GDPR with regard to their own representatives, employees, or vicarious agents if, in connection with the performance of this Agreement, Personal Data of these

data subjects is passed on from the first Party to the other and/or these data subjects contact the other Party at the instigation of the first Party.

- 10.5 **Liability and indemnity.** The disclosing Party shall bear full responsibility for the completeness and accuracy of Data disclosed to the other Party. The disclosing Party shall warrant that, in the case of Data of third persons, in particular Personal Data, the data subjects are duly informed of the disclosure of their data to the receiving Party, and that it may disclose these Data to the receiving Party for purposes of publishing, disclosing or other ways of Processing these data by the receiving Party for the performance of and in accordance with this Agreement without violating any rights of the data subjects, if necessary by concluding the necessary agreements. The disclosing Party shall indemnify the receiving Party from and against any and all claims, including claims for compensation, which are asserted against the receiving Party by third persons (e.g. data subjects) due to any violation of their rights by the publishing, disclosing or other Processing of their Data by the receiving Party in accordance with the Scheme Standards or these Terms.
- 10.6 **Personal data transfer outside the EEA.** When transferring Personal Data to countries or international organisations outside the European Economic Area (EEA), if none of the exceptions of Art. 49 GDPR apply or if there is no adequacy decision by the European Commission pursuant to Art. 45(3) GDPR for the country to which the data is transferred, the transferring Party (data exporter) shall ensure that guarantees pursuant to Art. 46(2) GDPR are in place; this applies in particular to Personal Data of the legal representatives and contact persons of the Cooperating CB submitted to ISCC.
- 10.7 **Security of Processing.** In the event of the Processing of Personal Data, the Parties shall take all technical and organisational measures necessary to comply with data protection in accordance with Art. 32 GDPR.
- 10.8 **Objections to further Processing.** If the Cooperating CB, in the lawful exercise of its legal or contractual rights, objects to or withdraws its consent to ISCC's further Processing of data disclosed under this Agreement, and such objection or withdrawal prevents compliance with the Scheme Standards or jeopardises the Integrity of the ISCC Certification System, ISCC may terminate this Agreement for good cause. Legal obligations, or obligations under the Scheme Standards, requiring ISCC to publish, disclose to third parties or otherwise Process data disclosed by the Cooperating CB shall remain unaffected.
- 10.9 **Confidentiality.** Without prejudice to the forgoing provisions, each Party undertakes to treat any Confidential Information as confidential and to use such Confidential Information solely for the performance of this Agreement.

Each Party shall ensure that its employees (including employees of its Affiliates), as well as employees of its subcontractors and external providers to whom Confidential Information is disclosed on a strict need-to-know basis, directly or indirectly, under this Agreement are made aware of and comply with the confidentiality obligations set out herein. Each Party shall remain responsible to the other Party and its Affiliates for any breach of such obligations by those persons.

These obligations shall not apply to information which:

- a) can be demonstrated to have been publicly available at the time of

disclosure, or to have become publicly available other than through an act, omission, or breach of this Agreement by the receiving Party;

- b) was lawfully in the possession of the receiving Party prior to disclosure under this Agreement;
- c) was lawfully obtained from a third party entitled to disclose such information; or
- d) must be disclosed or published pursuant to applicable law, a court or official order, or a justified request for information by competent authorities or regulatory bodies.

11. Force Majeure

- 11.1 **Force Majeure.** Neither Party shall be responsible for non-performance under this Agreement resulting from causes beyond the reasonable control of such Party (hereinafter referred to as "**Force Majeure Event**"), provided that the non-performing Party uses all commercially reasonable efforts to avoid or remove such causes of non-performance and continues performance with reasonable dispatch whenever such causes are removed. The other Party shall be released from its obligations that are in a reciprocal relationship with the obligations affected by the Force Majeure Event.
- 11.2 **Prompt notification.** The Party affected by the occurrence of the Force Majeure Event shall promptly notify the other Party in writing of the commencement and termination of such event and document any evidence of the commencement, existence and termination of such event and of its effect on the abilities of the affected Party to perform. In the absence of prompt notification of the commencement of the Force Majeure Event, the Party claiming a Force Majeure Event shall remain obliged to fulfil its obligations and/or to compensate the damage incurred by the other Party until such notification.
- 11.3 **Assignment of claims.** The Parties are obliged to assign to the other Party any claims to which they are entitled against third parties, (e.g., insurances), insofar as the damage was not incurred by the Party entitled to such claim but by the other Party.

12. Contractual Penalty

- 12.1 If the Cooperating CB **culpably** fails to fulfil its **obligations under Clauses 7.1 and 7.2** to record, verify the accuracy, or submit the relevant data to ISCC, in particular by **failing to perform such obligation at all or not in a timely manner**, the Cooperating CB shall forfeit a contractual penalty in the amount of **EUR 500.00** (five hundred Euro) per Certificate affected by the breach of obligation.
- 12.2 For the purposes of this Clause 12, **it shall be presumed** that the obligation to verify the accuracy of the data has not been fulfilled if the data provided is inaccurate, unless the Cooperating CB proves that it has duly performed the verification with the required standard of care.
- 12.3 If the delay or breach **continues despite written** notification by ISCC requesting proper performance, the Cooperating CB shall forfeit an additional

contractual penalty of **EUR 100.00 (hundred Euro) per Certificate affected for each full month of continued delay or breach** following such notification.

- 12.4 The total contractual penalty incurred under this clause shall be **capped at EUR 1,000.00 per Certificate**.
- 12.5 The right to claim damages in excess of the contractual penalty shall remain unaffected; any contractual penalty paid shall be credited against any claim for damages.
- 12.6 The Cooperating CB's right to request a reduction of the contractual penalty pursuant to **Section 343 of the German Civil Code (BGB)** shall remain unaffected.

13. Liability and Indemnity

13.1 Disclaimer. ISCC shall not be liable

- a) for the recognition by third parties, for example states, inter- or supranational organisations or NGOs, of the properties of Materials for which the ISCC Certification Systems serve as evidence, or the correct, complete or timely implementation of Sustainability Requirements in ISCC Certification Systems, or the timely or necessary updating of ISCC Certification Systems in the event of changes in legal or factual circumstances or due to new findings; or
- b) for activities, failures or omissions of third parties who are not vicarious agents of ISCC and provide services in connection with the ISCC Certification.

13.2 Personal injury. Each Party shall be liable to the other Party for damages resulting from negligent or intentional injury to life, body or health.

13.3 Property damage and financial loss. Each Party shall be liable to the other Party for property damage and financial loss only in the following cases:

- a) in the event of a culpable breach of material contractual obligations. In cases of slight negligence, liability shall be limited to damages typical for this type of agreement and foreseeable at the time of conclusion of this Agreement. Material contractual obligations are obligations that are an indispensable prerequisite for the proper performance of this Agreement on whose fulfilment the other Party may reasonably rely. Breaches of Scheme Standards and information obligations (including under Clauses 7.1 and 7.2) shall be deemed breaches of material contractual obligations; or
- b) in the event of grossly negligent or intentional breach of other contractual obligations. In cases of gross negligence, liability shall be limited to damages typical for this type of agreement and foreseeable at the time of conclusion of this Agreement.

For the avoidance of doubt, any damages or financial losses resulting from failures to recognise properties of Materials or Certifications Systems pursuant to Clause 13.1 shall be exclusively governed by Clause 13.1.

13.4 Typical foreseeable damage. The Parties agree that any lost profits, revenues, or business opportunities, or any indirect, special, incidental subsequent or

consequential damages or any expenses whatsoever arising out of or in any way related to the use of or inability to use the ISCC Certification System or ISCC Services do not constitute damages typical for this type of agreement and foreseeable at the time of conclusion of this Agreement.

- 13.5 **Indemnity.** Each Party shall indemnify and hold harmless the other Party from and against, and compensate the other Party for, any harm, including damage, losses, fees, costs and other proprietary harm, paid or suffered by the other Party in respect of rights of claim from third parties against the other Party due to culpable violations pursuant to Clause 13.3, in particular such violations of the obligations pursuant to Clause 4.
- 13.6 **Exclusion otherwise.** Otherwise, any liability is excluded; provided that nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation and that liability under mandatory statutory provisions, such as the German Product Liability Act (“Produkthaftungsgesetz”), shall remain unaffected.
- 13.7 **Prompt notice and mitigation.** Each Party shall be responsible to notify the other Party immediately of any defects, faults, damage or third-party claims. Otherwise, difficulties in providing evidence or additional damages shall be borne by the injured Party. Parties shall be obliged to take appropriate measures to prevent and mitigate damages occurring to them.
- 13.8 **Attribution.** The actions of the Party’s representatives, employees, vicarious agents and assistants shall be deemed to be the actions of the Party itself.

14. Duration and Termination

- 14.1 **Term.** This Agreement shall be concluded for an indefinite period of time.
- 14.2 **Ordinary termination.** The Parties may terminate this Agreement by giving 3 (three) months’ notice in writing to the end of a month.
- 14.3 **Loss of recognition.** This Agreement shall terminate automatically if the Cooperating CB loses its recognition required under the Scheme Standards, with effect as of the time that the recognition ceases.
- 14.4 **Termination for good cause.** The right of each Party to terminate the Agreement with immediate effect for good cause shall remain unaffected. In particular (and notwithstanding any other events mentioned in this Agreement that may constitute a good cause), ISCC may terminate this Agreement for good cause if ISCC has reasonable grounds to suspect that the Cooperating CB is violating or has violated essential legal obligations or essential obligations or requirements of this Agreement or the relevant Scheme Standards, which are essential for maintaining or safeguarding the Integrity of the ISCC Certification System, implementing or enforcing Sustainability Requirements, or preventing fraud. If the good cause is not a Non-Conformity and consists in a breach of contract without affecting Scheme Standards and the breach can be remedied, the breaching Party must be warned in writing prior to the termination for good cause and requested to end the breach of contract within a reasonable period of time under threat of termination of this Agreement. The warning and threat are not required if the relationship between the Parties is so severely disturbed that the immediate termination of the Agreement is justified. Sanctions

according to the Scheme Standards remain unaffected.

- 14.5 **Notice and confirmation.** Any notice of termination of this Agreement shall be made in writing. The other Party shall immediately confirm the receipt of the notice of termination in writing.
- 14.6 **Accrued obligations, damages, refunds.** The termination of this Agreement, however caused, shall not affect the rights, obligations or liabilities of the Parties that have accrued prior to the date of termination. Claims for damages in the event of termination for good cause remain unaffected. Annual Licence Fees will only be reduced or refunded upon request on a pro rata basis if the termination is attributable to culpable conduct on the part of ISCC or if ISCC terminates the Agreement pursuant to Clauses 14.2 or 16.2.
- 14.7 **Existing Certificates and notification of System Users.** Upon termination of this Agreement, the Cooperating CB shall immediately cease to conduct any new ISCC Certification activities, including but not limited to, accepting new applications, issuing new Certificates, or extending the scope of existing Certificates. Notwithstanding the termination of this Agreement, all ISCC Certificates validly issued by the Cooperating CB prior to such termination shall remain valid until their respective expiry dates, provided that continued compliance with these Terms and the applicable Scheme Standards is ensured. The Cooperating CB shall remain fully responsible for these ISCC Certificates until their natural expiry, including, without limitation, the performance of Surveillance Audits, the maintenance and updating of Certificate status and related information, and any required suspension or withdrawal decisions. The Cooperating CB shall promptly notify all affected System Users of the termination of this Agreement and of any implications for their Certification. ISCC shall, without undue delay, update the Cooperating CB's status on the ISCC website.

After termination of this Agreement, the Cooperating CB shall cooperate with ISCC and System Users to ensure an orderly transition of System Users who elect to transfer their Certification to another Cooperating CB prior to Certificate expiry.

- 14.8 **Continuing obligations.** Rights and obligations which, by their nature or for the purposes of this contract, need to survive the termination of the contract shall survive the termination of this Agreement. In particular, rights and obligations of the Parties according to Clauses 4.11 – 4.13, 10.2 and 10.9, and in connection with the ISCC Integrity Programme, shall survive the termination of this Agreement for a period of 18 (eighteen) months and in respect of Clause 4.4 for a period of 5 (five) years.

15. Anti-Corruption

- 15.1 **Compliance organisation.** Parties undertake to take all necessary measures, in particular all legally required measures, to prevent corruption and to ensure comprehensive legal compliance within their organisation or in connection with this Agreement. Each Party hereby undertakes that itself, their directors, officers or employees shall not offer, promise, give, authorise, solicit or accept any undue pecuniary or other advantage of any kind in any way in connection with and throughout the course of this Agreement, and that it has taken reasonable

measures to prevent their directors, officers, employees, external providers, agents or any other third parties, subject to their control or determining influence, from doing so. For the purposes of Sentences 1 and 2, "in connection with this Agreement" shall encompass, but is not limited to, all actions, measures or processes which are connected with or subject to the Certification or which may affect the Integrity of the ISCC Certification System. This includes all actions, measures and processes in connection with the acquisition and continuation of Certification or with the storage, trade or other handling of Materials subject to Certification.

- 15.2 **Remedies.** If a Party receives evidence that the other Party has been engaging in material or several repeated breaches of the provisions in Clause 15.1, it will notify the other Party accordingly in writing and require the other Party to take the necessary remedial action in a reasonable time and to inform it about such action. If the other Party fails to take the necessary remedial action, or if such remedial action is not possible, it may invoke a defence by proving that by the time the evidence of breach(es) had arisen, it had put into place adequate preventive measures that are capable of detecting non-compliance and of promoting a culture of integrity in its organisation. If no remedial action is taken or, as the case may be, the defence is not effectively invoked, the first Party may, at its discretion, terminate this Agreement for good cause according to Clause 14.4. Claims for damages shall remain unaffected.

16. Amendments to this Agreement

- 16.1 **Necessary amendments.** ISCC may amend these Terms and the annexes to this Agreement, except Annex C, or add new annexes at any time if this is necessary to meet legal requirements or conditions for the ISCC Certification System's recognition or accreditation, or if it is necessary due to changed legal or factual circumstances or to close gaps in these Terms so that ISCC can continue to provide its services under this Agreement or to ensure or maintain the Integrity of ISCC Certification System. ISCC shall notify the Cooperating CB in writing at least 2 (two) months before the amendments/additions will come into effect, highlighting the changes and stating the date on which they will come into effect. If the Cooperating CB does not agree to them, the Cooperating CB may terminate this Agreement by giving prior notice with effect to the date of effect of the amendments/additions; ISCC shall notify the Cooperating CB of this right of termination with the notification of the amendments/additions. If the Cooperating CB does not terminate the Agreement prior to the date of effect of the amendments/additions, this will be considered as consent on their part and the amendments/additions shall become effective. ISCC shall draw the Cooperating CB's attention to this consequence when notifying them of the amendments/additions.
- 16.2 **Other amendments.** Amendments of these Terms or its annexes or new annexes, other than those mentioned in Clause 21.2, shall be offered in writing to the Cooperating CB at least 2 (two) months before they come into effect, highlighting the changes and stating the date on which they come into effect. They shall only take effect if the Cooperating CB agrees to them. If the Cooperating CB does not object to the offer before the date the amendments/additions shall come into effect, this shall be deemed to constitute

consent by the Cooperating CB; ISCC shall inform the Cooperating CB about such consequences of their silence. If the Cooperating CB does not accept the offered amendments/additions, ISCC may terminate this Agreement in accordance with Clause 14.2.

17. Assignment and Change of Control

- 17.1 **Assignment.** Neither Party shall assign or transfer this Agreement or any right or obligation thereunder in full or in part to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing, an assignment to an affiliated entity within the meaning of Section 15 German Shareholder Act (Aktiengesetz) or a successor entity resulting from a merger or corporate reorganization shall not be deemed an assignment requiring consent, provided that the assigning Party remains fully liable for its obligations under this Agreement.
- 17.2 **Change of Control.** Each Party shall notify the other Party in writing without undue delay upon becoming aware of any Change of Control. Upon receipt of such notice, the non-affected Party shall have the right, within 30 (thirty) days, to terminate this Agreement with immediate effect by providing written notice.

18. Precedence, Notices, Representation, Severability

- 18.1 **Precedence.** In the event of conflict between the Cooperation Agreement, these Terms, its annexes, or applicable Scheme Standards, the following order of precedence shall apply:
- applicable Scheme Standards and the ISCC Integrity Programme
 - provisions that have been explicitly negotiated between the Parties
 - Annex C (ISCC Fee Structure)
 - these Terms
 - the remainder of the Cooperation Agreement
 - Annex A (Declaration on Fulfilment of Requirements for Certification Bodies)
 - Annex D (ISCC APS Terms of Use)
 - Annex E (Terms of Use between ISCC and the System Users)
 - Annex F (ISCC 208 – Logos and Claims).
- 18.2 **Notices and representation.** Any amendment or supplement to the Cooperation Agreement, unless otherwise specified, must be made in written form (Section 126 German Civil Code, BGB) or by Qualified Electronic Signature. This also applies to the waiver of this requirement of the written form itself. Otherwise, where this Agreement requires the written or text form, a fax or an email shall be deemed sufficient, unless otherwise specified. It is the Cooperating CB's sole responsibility to ensure that only authorised persons of its organisation send notifications or make declarations to ISCC.
- 18.3 **Severability.** If any provision of this Agreement is or becomes invalid by any court of competent jurisdiction or is deemed unenforceable, such provision shall

be severed and the remainder of this Agreement shall continue in full force and effect to the fullest extent permitted by law. Instead of the invalid or unenforceable provision a valid or enforceable provision is deemed to have been agreed upon which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision. The same applies in the case of an omission.

19. Governing Law, Language, Dispute Resolution, Jurisdiction

- 19.1 **Governing law.** This Agreement and all related rights and obligations shall exclusively be governed by and construed in accordance with the laws of the Federal Republic of Germany without giving effect to any conflicts of law principles or rules, and excluding the application of the United Nations Convention on Contracts for the International Sale of Good (CISG).
- 19.2 **Language.** The contractual language is English. In case of other language versions, only the English versions of this Agreement and relevant System Documents shall be legally binding.
- 19.3 **Dispute resolution.** In case of disagreement between the Parties, in particular in connection with decisions or measures taken by ISCC, the dispute resolution process in accordance with the the System Documents of the applicable ISCC Certification System shall be used before legal proceedings are initiated.
- 19.4 **Jurisdiction.** Any dispute, claim or controversy arising out of or in connection with this Agreement and/or the Certifications under this Agreement shall be under the exclusive jurisdiction of the competent courts in Cologne, Germany.

20. Miscellaneous

- 20.1 **Representations and Warranties.** Each Party makes the following representations and warranties to the other Party.
- a) it is authorised to enter into this Agreement and perform this Agreement and its obligations hereunder shall not breach any separate agreement by which it is legally bound; and
- b) it has the rights and any appropriate licences, permits and any other legal authorisations required to enter into and perform under this Agreement.
- 20.2 **Waiver.** Neither the waiver by ISCC of any term of this Agreement nor the failure of ISCC to give notice to the Cooperating CB of any breach of this Agreement shall constitute a waiver, express or implied, of any other term of this Agreement, nor shall it constitute consent, acquiescence or waiver of any subsequent breach, whether of the same, a different or a continuing character.
- 20.3 **No Agency or Partnership.** Nothing contained in this Agreement shall give either Party the right to bind the other Party, or be deemed to constitute either Party as an agent for, or a partner of, the other or any third party.

21. Entire Agreement and Annexes

- 21.1 This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter of this Agreement and supersedes all prior

discussions between them and neither Party shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement except as expressly provided otherwise herein.

21.2 Apart from these Terms (Annex B), the following annexes are integral parts of this Agreement as signed by the Cooperating CB (Annex A) or in their currently valid version:

Annex A: Licensed ISCC Certification Systems And Declaration of Fulfilment of Requirements for Cooperating Certification Bodies (ISCC Document 251-03)

Annex C: ISCC Fee Structure

Annex D: ISCC APS Terms of Use

Annex E: Terms of Use (between ISCC and the System Users)

Annex F: ISCC 208 – Logos and Claims.