



## Terms and Conditions for Certification of TCC ISCC Scheme (TCC ISCC Scheme SO)

*Valid from 18 March 2024*

### PART A - DEFINITIONS

A1 URS - for the purposes of this TCC ISCC Scheme - URS means the United Registrar of Systems Polska SP z o.o. as specified on the Order or Certification Agreement.

A2 Customer - This is the URS customer who uses URS certification services

A3 Certification process (certification) - leads to the verification of the Customer's established system by auditing the Customer and then issuing a URS certificate if the conditions according to the audited standard are met based on the URS audit.

A4 Certificate - a certificate of conformity including the URS certification mark/logo

A5 Auditor URS - a person who conducts a certification audit by visiting the customer and producing an audit report

A6 Observer – a person who accompanies auditors, but is not conducting audit

A7 Evaluator – (witness auditor) a person who accompanies auditors and conducts evaluation of their activities, but is not conducting audit

A8 Standard - a required standard set by the customer in their company.

A9 Audit Report - this is the report that is produced by the auditor and contains the results of the visit

A10 Certification Audit - this is the initial stage of the certification process where an audit is conducted to verify compliance with the relevant standard

A11 Surveillance audit - in special cases defined by ISCC e.g.: for the customers with high risk supply chain

A12 Recertification audit - a subsequent certification cycle, following a previous certification cycle.

A13 Extension audit - in case of extension or change in scope / material / location

A14 GHG Verification - verification of the calculation of greenhouse gas emissions in the case of using actual GHG values

A15 Integrity Assessment - special audit carried out by ISCC GmbH (internal quality check)



## **PART B – CERTIFICATION PROCESS**

### **B1 Process flow**

B1.1 Unless an agreement is in place to carry out the URS RR will agree date of certification audit, during which the certificate is first granted, usually for 12 months.

B1.2 Unless otherwise agreed in writing, the audit shall be conducted in local or English language. ISCC Scheme audit reports shall be provided to the Customer in English language.

B1.3 Based on the fulfillment of the accreditation conditions of the URS certification company, observation audits or special audits may be requested by authorized persons from URS to be carried out at the Customer's premises. The Customer undertakes to allow such types of audits to be carried out.

B1.4 In accordance with the conditions of certification, URS will contact the Customer well in advance of the scheduled audit to obtain current information and data for the purpose of fulfilling the Certification Agreement.

B1.5 If auditors, observers or assessors visit the Customer to perform their duties, the Customer shall provide appropriate personal protective equipment (PPE) and provide adequate training and guidance prior to commencing work. In addition, the Customer shall ensure that the auditor, observer or assessor does not tamper with the equipment without clear supervision and instructions from the Customer.

B1.6 Prior to the expiry of the certificate, URS shall agree with the customer to carry out a re-certification audit.

### **B2 Obligations of the customer**

B2.1 The Customer shall provide URS in a timely manner, free of charge, with complete, truthful and clear information and documents that are necessary for the substantive performance of its obligations, unless it is clear from their nature that they are to be provided by URS in the course of its business, to identify a specific person who will be present to perform the certification and who will be responsible for the Customer's interaction with the URS auditor. URS shall not be in default during the period of Customer's delay in providing the foregoing or in the event of failure to provide proper cooperation.

B2.2 The Customer shall carry out all required preparatory activities at its own risk and expense.

B2.3 The Customer shall, at URS's request, allow URS, during business hours, access to the premises, sites, offices, etc., where certification is being carried out, for the purpose of inspecting materials, procedures, processes, testing methods, records and systems, or to determine that the procedure for termination of certification has been carried out, if necessary.

B2.4 The Customer agrees to provide one or more representatives authorized to deal with the relevant URS representatives for the purposes of the audit.

B2.5 In the event of significant organizational changes or required expansion of the scope of certification, the Customer shall update its documentation and inform URS of any significant changes in the organization that would materially affect the scope of certification.

B2.6 The Customer shall allow the persons designated by the ISCC GmbH standard to participate in the Integrity Assessment.

### **B3 Invoicing, remuneration, travel, accommodation and meal expenses**

B3.1 URS will invoice the client for its services on an ongoing basis during the certification cycle for the various stages, which are the initial certification audit, surveillance audits, re-certification audit and special visit where applicable.



B3.2 The Customer agrees to pay URS the fee set out in Schedule 1 of the Contract or Order for the provision of services by the agreed due date by bank transfer to the URS account specified on the invoice. Any payment made by the Customer shall be deemed to be paid on the date of credit to the URS account. VAT will be added to the prices at the rate set by the relevant VAT law in force on the date of taxable performance of the invoice.

B3.3 The Customer expressly agrees that invoices issued by URS will be sent to the Customer either in written or electronic form. Electronic means, in particular, electronic mail, email (held with the customer's identification), fax or public data network.

B3.4 If additional costs are incurred (travel, accommodation, etc.), these costs will be added to the fee for the audit in question.

B3.5 URS is entitled to unilaterally increase the price of the provided services, or the price of the services not yet provided, according to the average annual consumer price index according to the data of the GUS Office published on its website, every 6 months of the duration of the contract starting from the effective date of the contract. The price increase always takes effect from the 1st day of the following month in which, in accordance with this clause, URS announced the use of the price adjustment. For the avoidance of doubt, the contracting parties state that there is no need to conclude an appendix to the contract to adjust the price according to this provision of the contract.

#### **B4 Dates and times**

B4.1 The Customer may indicate proposed dates for the performance of audits. URS will review these taking into account its own performance capabilities and the way audits are practiced. The dates given by the Customer are not binding and may not be met by URS. URS and the Customer shall agree binding dates for the audit in due time before the planned audit.

B4.2 As a rule, audits shall be carried out at the specified binding dates and times. If the customer does not cooperate in arranging the audit date and as a result the audit cannot take place or cannot be carried out on time, URS shall be entitled to withdraw from the contract. Such withdrawal shall not affect any further claims for damages or other requirements/obligations. In addition, if the customer already has a valid certificate, URS shall be entitled to suspend or withdraw the certificate or URS mark.

B4.3 URS reserves the right to charge the Customer an additional fee for cancellation or rescheduling of an audit if the cancellation or request for rescheduling is less than 21 calendar days prior to the scheduled audit date. The fee may be up to 50% of the cost of the scheduled audit. If costs are incurred in connection with the audit (travel, accommodation, translator costs if applicable) they will be added to the fee.

B4.4 If the customer cancels the scheduled audit later than 24 hours before the scheduled start of the audit or interrupts an already started audit or URS cancels the started audit and this cancellation is due to reasons on the part of the customer, then the customer is obliged to compensate the costs incurred on the part of URS, in the full amount of the agreed price for the relevant audit.

B4.5 If serious complications caused by force majeure (riots, military or terrorist events) occur at the location where URS is to carry out the planned audit, URS shall be relieved of its obligation to provide audit services for as long as they occur and to the extent of their consequences, even if delays occur as a result. The Parties are obliged to inform each other of such complications and to adapt their obligations to the changed conditions.

#### **B5 Appointment of auditors**

B5.1 URS shall have the right to select and appoint an auditor as appropriate for the client's line of business. However, URS reserves the right to change the auditor(s) to ensure independence and objectivity or, due to unforeseen circumstances, cannot ensure that the appointed auditor is available.

B5.2 In the event that it is not possible to provide an auditor in the local language for an audit at the customer's site, URS has the right to provide an interpreter to be present at the customer's site. The presence of an interpreter may increase the scope of the audit. The customer must be made aware of these facts prior to the commencement of the customer audit. If an interpreter is used at the customer's audit, the customer will be charged for the cost of the interpreter.

B5.3 The customer is entitled to object to the audit being carried out by an auditor appointed by URS only if the cooperation with the auditor is not proceeding properly or if the auditor is not substantially qualified to provide the service. The Customer shall



promptly inform URS of the refusal to have the audit performed by the auditor appointed by URS, together with the reasons for the refusal. In such case, URS shall arrange for another auditor who is appropriately qualified.

## **B6 Certification decision**

B6.1 Following the initial audit of a re-certification audit or surveillance audit, the URS shall issue a decision to grant a certificate, renew a certificate, maintain a certificate or extend the scope of a certificate (as appropriate). URS shall make an impartial decision based on the recommendations of the auditor and a review of the audit report.

B6.2 URS shall prepare an Audit Report on the progress of the certification process for each audit conducted and shall provide it to the customer. The audit report shall be sent electronically by URS to the customer's contact email.

B6.3 In the event of a positive decision by URS, the Customer will be issued with a certificate and allowed to use the certification marks and certification logos.

B6.4 In the event that the customer fails to meet all the requirements according to the URS assessment, the conditions for receiving the certificate (the certification decision will be negative), i.e. the certificate will be refused or the issued certificate will be withdrawn or suspended URS will inform the customer of this fact. The granting of the certificate may be subject to additional requirements. For example, the customer may be required to remedy deficiencies. Deficiencies or opportunities for improvement identified during the audit will be discussed with the customer during the audit conclusion visit. If deficiencies are identified, the customer shall carry out a root cause analysis and take any necessary corrective action to address the deficiencies. The condition for obtaining (and also maintaining) the certificate is that the customer effectively corrects all deficiencies within the time limit set by the auditor and the auditor evaluates these measures positively. An additional requirement may also be a request by the auditor for an Extension Audit, see C1.5. In such a case, the price of the Additional Audit is 1000 EUR/day (excluding VAT) plus travel and any other costs associated with the Additional Audit.

B6.5 URS's liability is excluded for any corrective actions implemented by the Customer identified during the audit. Decisions made by the customer to remedy the findings are the sole responsibility of the customer.

## **B7 Violation of the certification process**

B7.1 A material violation of the TCC ISCC Scheme and breach of contract is considered to occur when the customer refuses to cooperate and thus prevents the performance of the contract, and this state of affairs is maintained despite calls for cooperation and the setting of an appropriate deadline (failure to meet requirements to resolve non-conformities, compliance with scheduled audits, special visits); the customer attempts to misrepresent and submit false information during an audit; bankruptcy proceedings have been initiated against the customer; the customer has failed to pay URS recoverable debts in a timely manner and has continued to be in default despite a call. This material breach of the TCC ISCC gives URS the right to terminate the contract without notice, with termination effective upon delivery to the customer. Upon termination of the contract, the certificate will be withdrawn and ISCC GmbH will be informed about this withdraw.

B7.2 In the event of termination of the contract before the expiry of its term, or if URS terminates the contract without complying with the notice period for the reasons set out above in clause C7.1 of the TCC ISCC Scheme, URS shall be entitled to demand from the customer the payment of a contractual penalty in a monetary amount equivalent in amount to 33% of the remuneration to be received for the earliest performance specified in the contract up to the term of the certificate issued, even if no service or part thereof has yet been provided.

B7.3 The Customer and URS may terminate the contract at any time without giving any reason in writing. The termination period shall be 3 months from receipt of the notice. However, the Customer shall always be entitled to give notice under this clause at least 30 days before the next scheduled service under the contract between the Customer and URS.

## **PART C - USE OF CERTIFICATES, CERTIFICATION MARKS AND URS LOGO**

C1 In the event that the Customer receives a certificate and the URS certification mark/logo from URS, the Customer also obtains the right to use these items in accordance with the provisions set out below.

C2 URS remains the owner of the certificate and the trademark and copyright rights to the certificate. By granting or transferring the certificate, URS does not grant the customer the exclusive right to use it in the area/scope specified below.



C3 The Certificate may not be used in a manner that could damage URS' reputation or be misconstrued. The customer undertakes to use the certificate exclusively in accordance with applicable laws, in particular the law against unfair competition. The certificate may be used in the form in which it was granted and delivered. Modifications to the design, color or text are not permitted. The customer is not authorized to use the certificate in part, i.e. the certificate may only be used in its entirety.

C4 The customer shall maintain the relationship between the certificate and the subject matter of the certification and shall represent the certificate only in a way that enables average consumers to perceive it in the context of a label that confirms the inspection, assessment and/or certification of an activity, process, system or qualification. The certificate may only be used in relation to the activities, processes, systems or qualifications to which it has been awarded and solely for the purpose of demonstrating that those activities, processes, systems or qualifications comply with the guidelines against which they have been inspected, assessed and/or certified. The customer is not authorized to use the certificate for promotional purposes and cannot give the impression that URS has evaluated a particular product. The certificate cannot be used in case of changes in the subject of certification.

C5 The certificate may only be used during the period of validity stated on the certificate and until the certificate is discontinued or revoked. If the validity period of the certificate expires before re-certification, the certificate and the URS mark cannot be used until a new certificate is awarded.

C6 In the event of revocation or expiration of the certificate, the customer is obliged to cease using the certificate in any way, in particular to refrain from all advertising activities (company documents, websites, social networks, brochures, catalogues, means of transport and others) that refer to the certificate or the service provided by URS under this title. In addition, the Customer is obliged to return items related to the certification process and the certificate itself, the issuance of which is requested by URS. Customer shall return the original and any duplicate certificates issued by URS upon URS' request.

C7 URS shall not be liable for any unauthorized use of the certificate.

C8 In the event that the URS logo appears on a certificate, certification mark or document, the customer is entitled to use it in accordance with these TCCs ISCC Scheme.

C9 During the initial audit and the award of the certificate, the customer shall be informed in detail about the rules and possibilities for the correct use of the certification logo.

C10 A Customer certified to the ISCC Scheme standard is entitled to use the ISCC logo of the ISCC body. A Customer certified to the ISCC Scheme standard is obliged to comply with the conditions set by the ISCC GmbH.

## **PART D - SUSPENSION, WITHDRAWAL, EXTENSION OR LIMITATION OF THE SCOPE OF CERTIFICATION**

### **D1 Suspension of certificate**

Suspension of a certificate may occur either as a result of a customer initiative or as a result of internal URS processes. URS suspends a certificate if:

- the customer's certified management system consistently or seriously fails to meet certification requirements, including management system effectiveness requirements
- the certified customer fails to authorize surveillance audits or recertification audits at the required frequency.

Suspension of the certificate shall last until the problems are resolved, the customer has fulfilled the obligations, the breach of which led to the suspension of the certificate, but not more than 3 months after the suspension of certification. In the event of the certificate being reinstated, a new contract will be concluded with the Customer.

The Customer shall be informed in writing of the suspension of the certificate.

### **D2 Certificate Extensions and Limitations**



The extension or limitation of the scope of the certificate is based on the customer's request or on the findings of URS during a surveillance/recertification audit. The customer is obliged to inform URS of a significant change in the company that could lead to a limitation or extension of the scope of certification.

In the event of notification by the customer, URS will request to review the company's documentation and make a written decision on the next course of action - see following sections:

- that these are minor changes in the processes or documentation of the Customer's company without affecting the fields of production, the possible extension/limitation of the scope of certification will be consulted with the Customer in the framework of the surveillance/recertification audit.

- If the changes are formal changes in the legal aspects of the company (change of legal form, owners, etc.), the changes are checked in the company documentation within the scope of the supervision/recertification audit and a new certificate is issued. The term of validity is the same as the original certificate.

- When major changes have been made that fundamentally affect the production processes or management system processes, a special visit is necessary to check that these changes have been incorporated into the company's process documentation. If the discovery of a possible change in the scope of certification occurs during a surveillance/recertification audit, the head of the audit team shall immediately inform URS by telephone about the situation, who will decide on the procedure according to the above mentioned options.

The customer shall be informed in writing of the extension or limitation of the validity of the certificate.

### **D3 Withdrawal of certificate**

#### **D3.1 Certificate revocation occurs automatically if:**

- the customer has been declared bankrupt
- the stated period of validity of the certificate has expired and the customer has not requested an extension (re-certification).

#### **D3.2 Certificate revocation may also occur (URS has the right to revoke a certificate) if:**

- the specified date for suspension of the certificate is not met for reasons arising from the customer, URS decides to terminate the certificate.
- the certificate is misused (by using it for purposes other than those for which it was issued, e.g. for another company not yet certified or for another organizationally separate part of the company not yet included in the subject of certification or for another subject of activity),
- the surveillance audit proves that the essential prerequisites for certification of the management system are no longer applied by the customer;
- the surveillance cannot be carried out for reasons arising from the Customer, even after the expiry of the period for corrective measures following the suspension of the certificate;
- the payment for the certification body's performance of the certificate has not been made within the prescribed time limit;
- other grounds for revocation arising from the contract with the customer arise or the customer breaches, withdraws from or behaves contrary to the agreed subject matter of the contract.
- In the event of withdrawal, URS is also entitled to terminate the contract. This shall not affect any further claims for damages or other claims.

In the event of revocation, the customer will be required by URS to return the original certificate.



## PART E - COMPLAINTS

E.1 In the event that a customer wishes to make a complaint about a service offered by URS, they can do so by emailing [complaints@urs.holdings](mailto:complaints@urs.holdings) or [skargi@urs.holdings](mailto:skargi@urs.holdings).

E2 All complaints will be duly recorded and investigated, any remedial action deemed necessary will be communicated to the complainant within 30 working days of receipt by URS.

E3 Customers may also direct their complaints to ISCC EU <https://www.iscc-system.org/>

E4 The customer shall register and keep a record of all complaints communicated to him regarding compliance with the certification requirements and shall make these records available to the certification body upon request. The customer should also take appropriate action on the basis of these complaints and any deficiencies found on the products covered by the certification and complete the relevant documentation relating to them.

## PART F - APPEALS AGAINST URS DECISIONS

EF The customer has the right to appeal any URS decision within 30 days. The customer should email the appeal to: [appeals@urs.holdings](mailto:appeals@urs.holdings) or [odwolania@urs.holdings](mailto:odwolania@urs.holdings).

EF URS will document the decision regarding the outcome of a full and thorough investigation and forward it to the customer within 30 business days of receipt of the appeal.

## PART G - CONFIDENTIALITY PROVISIONS

G1 All information provided will be treated as strictly confidential and will not be disclosed to any party other than the Certification Body, Competent National Authority or ISCC GmbH without the Customer's consent.

G2 URS manages and processes the Customer's data, including personal data, for the purpose of performing this Agreement. All obligations of confidentiality and protection of personal data are also delegated to URS employees, who are obliged to comply with these obligations.

G3 The obligation of confidentiality does not apply to information that is already in the possession of the disclosing party, is publicly available, was obtained independently of the parties involved in the contractual relationship relating to the subject matter of the contract, or was obtained from a third party without restriction.

G4 Notwithstanding the foregoing, information that is not considered confidential is information that:

- has become public knowledge without the deliberate cause or fault of the receiving party
- was lawfully in the possession of the receiving party prior to the conclusion of the contract, unless the information was the subject of another previously concluded information protection contract
- it is the result of an activity in the course of which the receiving party independently acquired it and can prove that fact by its records, or it is confidential information of a third party
- it is disclosed to the receiving party after the signing of this agreement by a third party who did not at the same time obtain the information directly or indirectly from the party that possesses it

G5 URS shall post publicly available information about certified customers on its website.

G6 If the certification body is required by law or contractual agreement to provide confidential information relating to the subject of the customer's audit, the customer or the affected person is obliged to provide such information to URS upon request, if permitted by law.





## PART H - DECLARATION OF IMPARTIALITY

H1 URS hereby declares that it understands the importance of maintaining impartiality in carrying out activities related to the certification of management systems and actively manages any potential conflict of interest or threat of conflict of interest.

H2 URS has approved internal procedures to ensure the objectivity of all management system certification activities. Necessary measures are taken in relation to maintaining impartiality and independence. These are embedded in: the company's strategy and policy, risk analysis, certification decision-making, audit performance, staff evaluation and selection. The independence, impartiality and credibility of URS staff, as well as the management of conflicts of interest and the objectivity of the certification body's activities and decisions, are regularly reviewed.

H3 URS decisions in the certification process shall always be based on objective evidence of compliance. Interested parties have the opportunity to make a complaint or raise an impartiality issue by contacting [info@urs.holdings](mailto:info@urs.holdings)

## PART I - GUARANTEES

I1 In the event of a defect, the customer has the right to have the defective URS service repaired or re-provided. The customer shall notify URS in writing of the service defect. URS will agree with the customer a date for rectification of the defect.

I2 URS is liable for damages resulting from injury to life or health and for other damages resulting from intentional breach of duty or negligence of employees or employees entrusted with the performance of a given duty by URS.

I3 The URS has liability insurance to the extent of the subject matter of this contract in the amount of PLN 1 million for each individual claim. The liability insurance also covers unintentional gross breach of contractual obligation. A gross breach of a contractual obligation means an obligation, the breach of which may jeopardise the achievement of the purpose of the contract and which the contracting party continuously expects to be fulfilled. For the purposes of this contract, the parties limit the damage which is foreseeable and typical for this contract to a maximum amount of PLN 1 million for each individual loss. The liability of URS in excess of this amount is excluded.