

ENplus® Certified Traders Application Form VERSION JANUARY 2018

Please send the application electronically to enplus@pelletcouncil.eu and two signed paper versions to:

EPC c/o Bioenergy Europe Place du Champ de Mars 2 1050 Brussels, Belgium

Company na	ame		
Website			VAT n°
Address			
Street & n° _			
ZIP code		City	
		n conversing in English)	
Contact pe	e rson (competent ir		
Contact pe Mr. Name	e rson (competent ir Mrs.	n conversing in English)	
Contact pe Mr. Name	e rson (competent ir Mrs.	n conversing in English)	
Contact pe Mr. Name Email	erson (competent in Mrs.	n conversing in English)	
Contact pe Mr. Name Email Does your o	erson (competent in Mrs.	n conversing in English)	Phone

If you plan to contract a related service provider that is not certified and only working for your company, please

complete a data sheet for service providers.

Products

ENplus® IDs of suppliers ___

Pidducis		
Bulk pellets sold to other traders	Yes	No
Bulk pellets delivered to end-users (full load delivery)	Yes	No
Bulk pellets delivered to end-users (part load delivery)	Yes	No
Bagged pellets with own ENplus® ID	Yes	No
Bagged pellets with foreign EN <i>plus®</i> ID	Yes	No
Should a trader certified on voluntary basis start activities with phinspection is needed before starting operation.	nysical contact with bulk pe	ellets later on, an on-site
Certification and Inspection		
A Testing Body must be selected and contracted on company or by a service provider in the name of the Certification Body must be selected.		
Certification Body		
Testing Body* Only in case laboratory services are not included in the contract with the		
Please indicate the name and the address of your so (If more than one selling point, please attach a list of your Name	r outlets)	
Quality Manager (competent in conversing Mr. Mrs.	in English)	
Name Email	Dhono	
LITIGII		
Origin of Traded Pellets Own production External supplier		

Trade volume

Please report the projection of traded pellets	s expected for the current year
ENplus A1® bulk :	metric tonnes
ENplus A2® bulk :	metric tonnes
ENplus B® bulk :	metric tonnes
ENplus A1® bagged:	metric tonnes
ENplus A2® bagged:	metric tonnes
Amount of pellets in EN <i>plus®</i> A1, EN <i>plus®</i> A2 & ENµ bedding (included in the number above) metric tonnes	olus® B quality sold to power plants or for animal
Technical Equipment (including equipment from uncertified service pro	oviders only working for one certified company)
On-site pellet store	
Type Flat store Silo	
Storage capacity: metric tonnes	
Sieving Device for Truck Loading (end-user de	eliveries)
Type Sieve Wind sifter / Air classif	
Brand/Type	
Sieve surface m ² Aperture	_ mm Capacity metric tonnes/hour
Number of delivery vehicles (Only indicate vehicles for part load deliveries to end-under the storage facilities (Please complete the form for stores)	sers; please complete the form for delivery vehicles)
Bagging station (If yes, please complete the form for stores)	
Yes No	

Attachments

☐ Data sheet for affiliated companies
☐ Data sheet for service providers
List with outlets
☐ Data sheet(s) for vehicles for part load deliveries to end-users
☐ Data sheet for remote stores
Data sheet for bagging stations

Terms and Conditions for Licensing and Use of the ENplus® Sign

Preface

The European Biomass Association (hereafter named AEBIOM, soon to be renamed Bioenergy Europe) provides producers, traders, and service providers of wood pellets (hereafter named "applicant") with a certification system through which they can provide proof of the special quality and the appropriate handling of wood pellets as per the "ENplus® Handbook" (hereinafter named "Handbook") of the European Pellet Council (hereafter named "EPC") for countries not managed by any National Licenser/supporter. The Handbook is part of the contract, and in its current version, is published on the ENplus® website: www.enplus-pellets.eu.

The certification scheme is implemented by the EPC, a network within AEBIOM. Hereafter the names EPC and AEBIOM are used synonymously. Through the certification system, applicants can apply for the "ENplus" certification for the classes "ENplus A1®", "ENplus A2®" and "ENplus B8", and after the application is approved, the relevant certification sign (see the Handbook) can be used to identify their products and for marketing purposes.

By signing this application, the applicant acknowledges the terms for the use of the certification sign and the provisions of the current version of the Handbook that determine the relationship between the certificate holder and AEBIOM/EPC. Based on this, the applicant submits an offer to AEBIOM/EPC to enter into a contract for the use of the certification sign. By sending the certificate and the approved and countersigned application form, AEBIOM/EPC accepts the offer and the contract is concluded. The General terms and conditions of the applicant will not be part of the contract.

The information and documentations described in the Handbook must be annexed to the application. AEBIOM/ EPC decides on the application as per the provisions of the Handbook, within the established time frame after the complete documentation has been received.

The contract on the use of the certification sign is valid until the end of a three years' certification period. The beginning of the certification period is determined by AEBIOM/EPC. The contract is extended automatically at the beginning of a new certification period. The contract can be cancelled with a three months' notice period at the end of a legal year.

Certification

The applicant acknowledges all duties and obligations established in the Handbook. This includes, among others: the payment of the fee, established in the current version of the schedule of fees for the ENplus® certification scheme; compliance with the provisions of the Handbook; and giving authorisation to AEBIOM/EPC to instruct accredited Testing Bodies with extraordinary inspections, in the cases described in the Handbook, and to impose the sanctions established in the Handbook, including the withdrawal of the right to use the certification sign.

The certification is valid only during the time frame established by this contract. If the contract is extended because a new certification period begins, the applicant receives a new certificate.

Confidentiality and Non-disclosure

AEBIOM/EPC hereby agrees to the non-disclosure of all business-related information received through contact with the applicant in the course of or before certification, if this information is not available elsewhere, if the applicant releases AEBIOM/EPC from its non-disclosure obligation, or if obliged by law to forward this information

The applicant hereby accepts to treat all documents given by AEBIOM/EPC with confidentiality, if they are not publicly available or intended for publishing.

Obligations of the Applicant

The applicant hereby undertakes to provide all relevant documents and information to AEBIOM/EPC and their contractual partners, as required by the Handbook in the course of the certification process, especially to the accredited Certification Body and accredited Inspection Bodies declared in the Handbook, as well as to provide access to the areas and installations that must be visually inspected in the course of the certification process.

Use of the Certification Seal and the Quality Sign

The individual identification marking (certification seal, quality seal, service sign) assigned by AEBIOM/EPC will be used by the applicant as per the regulations of the Handbook.

Liability

The applicant exempts AEBIOM/EPC from all claims from third parties that are made because of product defects or service deficiency. AEBIOM/EPC is only liable to the applicant – if there is no violation of essential contractual duties or injury to life, limb, or health – only for intent or gross negligence. In case of culpable violation of essential contractual duties that do not rest on intent or gross negligence, liability is limited to the reasonably foreseeable damages typically associated with this contract. Damage claims for contractual termination of the contract, withdrawal, or suspension of the right to use the certification are excluded.

Place of Jurisdiction

The place of jurisdiction is Brussels. The terms are subject to Belgian law.

Final Provisions

Rights and obligations from this contract can only be passed on to a third party upon agreement by the respective contract partners. In the case of a universal succession or a legal succession as per the transformation act, the rights and obligations of the contract are passed without agreement.

Amendments or supplements to this contract are to appear in written form to be valid and must be expressly designated as such.

Your personal data is stored as per Belgian law and is used in automated processes. It is used only to process this contract.

Place, Date	Signature/Stamp Applicant

Filled in by AEBIOM /EPC				
	☐ Application approved	Application rejected		
Place, Date		Signature/Stamp AEBIOM		