



GENERAL TERMS AND CONDITIONS FOR ISCC CERTIFICATION

- 1. Scope**
 - 1.1** This General Terms and Conditions for ISCC Certification apply to the agreed certification services plus any ancillary services provided within the scope of contract performance and any other ancillary duties.
 - 1.2** "GICG" means Guardian Independent Certification Pte Ltd , a certification body that is granted the authority to enter the contract with the client.
 - 1.3** "ISCC" means ISCC System GmbH, an independent multi-stakeholder initiative and leading certification system supporting sustainable, fully traceable, deforestation and climate-friendly supply chains that cooperated with GICG to offer ISCC Certification System.
 - 1.4** "ISCC Certification System" means a certification system operated by ISCC, such as ISCC EU, a certification system recognised by the European Commission, or ISCC PLUS, a certification system for food and feed as well as for other technical/chemical or bioenergetic applications.
 - 1.5** "Contract" means the accepted Proposal for Certification, this General Terms and Conditions for ISCC Certification and any other related or associated documents.
 - 1.6** The client 's own terms and conditions, including the client's terms and conditions of purchasing, if any, shall not apply and shall hereby be expressly excluded. Terms and conditions by the client will not become part of this contract even if not expressly excluded by GICG.
 - 1.7** Order of Precedence. If there is any inconsistency between the Proposal for Certification and the General Terms and Conditions for ISCC Certification, the Proposal for Certification will prevail.
- 2. Scope of Services**
 - 2.1** GICG assesses and certifies the clients as per ISCC Certification Systems for which GICG hold the approvals.
 - 2.2** GICG carries out the audit and certification as per the scope of ISCC Certification System(s) agreed in the contract and the rules and regulations referred to therein, including the generally applicable international/ national standards, relevant guidelines and the certification requirements pertaining to the specific Certification System established by ISCC.
 - 2.3** If certification is completed with a positive result, the appropriate certificate will be issued by GICG in line with the rules and regulations established by ISCC.
- 3. Obligation of the Client**
 - 3.1** The client shall register with ISCC after acceptance of the contract with GICG and prior to any certification or audit activities.
 - 3.2** The client shall provide all data and documents relevant to the audit, and shall also encompass such data and documents concerning unsustainable products such as delivery notes, Proofs of sustainability, reports and mass balances which were issued as part of other standards or certification systems where applicable.



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- 3.2 The client shall provide the relevant data required to fulfil the legal reporting requirements of ISCC towards the European Commission where applicable.
 - 3.3 If sampling is applied during an audit, the client shall provide a list of all individual operations that are considered for calculating the sample (e.g. farms, dependent warehouses or dependent collecting points). This list shall be provided to GICG for forwarding to ISCC together with the relevant audit documentation.
 - 3.4 For newly issue or renewal of a certificate by GICG, the client shall review the information provided during the registration and/or subsequent updates in terms of their accuracy and shall notify GICG of any change in writing, by email without any delay. Should no notification is made, GICG assumes the information currently available on the certificate continues to be valid.
 - 3.5 The client shall make available to GICG all evidence required to verify the conformity of sustainability claims (material declared to be sustainable) that were made during the previous period of certification. This particularly applies, if the client changes to GICG as the certification body, in case of a gap in the certification period, in case the client changes the certification system, or in case the client was certified under more than one system at the same time.
 - 3.6 The client shall notify the changes to GICG that may affect the ability to conform to the certification requirements without delay. This includes but is not limited to the following:
 - 3.6.1 Changes to legal or commercial circumstances that impact client's operational procedures
 - 3.6.2 Changes to the scope of certification
 - 3.6.3 Loss of records and data that confirms the sustainability of ISCC compliant claims and Proof of Sustainability.Upon notified of the changes, GICG may require to perform another audit to ensure client's ability to conform to the certification requirements is not compromised. This may result in moving the annual audit forward to be less than 12 months from the last audit.
 - 3.7 The client shall ensure adequate arrangements are made to allow unhindered access for auditors to site(s) to carry out the relevant audit.
4. Observed Visits/ Witnessed Assessments/ Unscheduled Visits
 - 4.1 An auditor or audit team authorized by GICG may be accompanied by GICG personnel, the relevant personnel from ISCC and/or a third party observer to witness or observe an audit or visit. GICG shall, as soon as reasonably possible, inform client in advance of such visits or audits. The client shall accept such arrangements and grant the aforementioned personnel access to their premises to fulfill their purpose of their visits.
 - 4.2 Notwithstanding the above, such personnel may undertake unscheduled visits or short-notice visits, when deemed necessary, to a client's premises and such client shall provide access and cooperation without harassment or undue delay to the aforementioned personnel. Client shall be required to pay the fees charged for the visit as per the quotation from ISCC, authorities and/or GICG where applicable.
 5. Extending or Reducing the Scope of Certification



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- 5.1 The scope of certification approvals of client may be extended or reduced upon undertaking necessary reviews and/or any audit activities to decide whether the extension may be granted or the scope should be reduced to exclude the parts not meeting requirements or no longer relevant. The client will be notified on the action to be taken.
- 5.2 The client wishing to extend or reduce their certification scope should complete the appropriate application form. A separate Proposal for Certification will be sent to client for acceptance.
6. Consent to Share Information with ISCC
 - 6.1 As a ISCC cooperating certification body, GICG is obliged to share client's certification information specified by ISCC. This includes but is not limited to the following:
 - 6.1.1 Audit findings recorded by GICG auditors in the audit documentation;
 - 6.1.2 Audit Reports produced by GICG auditors relating to the certification;
 - 6.1.3 Certification data such as amounts and types of incoming and outgoing sustainable materials, greenhouse gas emission values and calculation etc.;
 - 6.1.4 Certification status, including validity, suspension, withdrawal, termination, transferred.
7. Suspension, Withdrawal and Termination of Certification
 - 7.1 Certification approvals of client may be suspended or withdrawn by giving notice to the client, or terminated by the client. Client will be given reasonable time to take corrective actions before making the final decision on the action to be taken.
 - 7.2 If the client does not intend to continue with the ISCC certification, it is possible to end (terminate) the certification prior to the end of the official validity period of the certificate, which is one year by giving notice to GICG, and GICG will inform ISCC accordingly.
 - 7.3 If the client does not comply with relevant certification requirements, such as in case of serious violations or major or critical non-conformities with certification requirements, GICG will suspend or withdraw the certificate respectively and notify ISCC. Withdrawn certificates will be published as such on the ISCC website.
 - 7.4 If a recertification audit is not conducted, or a certificate expired, was terminated or withdrawn, GICG is obliged to obtain information on relevant amounts of sustainable material of the client and submit those amounts to ISCC.
 - 7.5 If the certificate is withdrawn/ terminated, the client will be officially notified in writing and the client has the right to appeal and the process governing appeals is set out at GICG website www.gicgrp.com. Notwithstanding the above, GICG reserves the right not to refund any payment previously made by the client. The client will have no claim for or right to compensation loss of the client rights, goodwill or any similar loss in relation to the withdrawal/ termination of the certification and the client hereby agrees to waive any such rights as it may have.
8. Confidentiality
 - 8.1 As used herein, "Confidential Information" shall mean any oral or written proprietary information that a party may acquire from the other party pursuant to the Contract or



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information as to the business of the other party provided, however, the Confidential Information shall not include any information which:

8.1.1 is or hereafter becomes generally known to the public;

8.1.2 was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party;

8.1.3 is disclosed to a party by an independent third party with a right to make such disclosure.

8.2 Unless required by law or by a judicial, governmental, regulatory body or ISCC, neither party nor their agents and/or subcontractors shall use the Confidential Information other than for the purpose of the Contract nor disclose the other's Confidential Information to any person or entity without the prior written approval of the other party except as expressly provided for herein.

9. Proposal and Quotations

9.1 A Proposal for Certification will be submitted to client and client is required to confirm its acceptance of the Proposal for Certification before work begins. Once work has started, the client is deemed to have accepted the Proposal for Certification or quotation and is committed to paying for the amount quoted and any expenses incurred.

10. Fee for Initial, Surveillance and Recertification Audit

10.1 The audit fees quoted are based on the charge rate applicable and details submitted by the client at the time of submitting the Proposal for Certification.

10.2 Initial, surveillance and recertification audit fee is payable prior to the audit and is not refundable regardless of the result of the audit. During the audit, if there is an amendment in scope, change of sites or change of materials, or any circumstances that required additional work or more audit man-days, the client will be advised of the additional work or man-day and the fee to be charged.

10.3 Once certified, client will be provided a certificate with validity of one year, which means that a recertification audit is required at least every twelve months, and the audit should be arranged and to be conducted in a way that avoids a gap between two certificates. If there is additional work, including the clearance of any non-conformity found because of an audit that involves extra visits, it will be subject to an additional charge over and above the Proposal for Certification. The client will be advised of the additional work or time to be charged before the extra visit.

10.4 GICG is obliged to conduct surveillance audits (i.e. further audits in addition to the annual audits) if there is reasonable doubt of compliance with ISCC requirements or in order to verify substantiated allegations of fraudulent behaviour by the client. GICG has the right to conduct announced or unannounced surveillance audits at any time during the certificate's validity period. In normal circumstances, surveillance audit will be performed within half year after the initial certification audit.

10.5 GICG reserves the right to review and adjust the fees prior to any audits, and Proposal for Certification will be provided to client for the new quoted fees.

11. Units of Time



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- 11.1 Rates for our services will be calculated in days or half days per person. If the working day is unduly prolonged, an additional half day per person may be charged.
- 11.2 Fee(s) payable to ISCC where applicable will be calculated in accordance with the latest ISCC fees structure.

- 12. Overseas Audit
 - 12.1 For audit to be performed overseas, all expenses including but not limited to visa, airfare, airport transfers, land or sea transportation, hotel accommodation, meals and other subsistence will be billed at cost, unless otherwise agreed.
 - 12.2 GICG reserves the right to charge for travel time to perform any overseas audit. Total travel time to reach overseas audit destinations will be charged at the relevant day rate in days or half days per person for the purposes of calculating total travel rechargeable time.
 - 12.3 Man-day rate is not generally billed for trapped weekend days. However, auditor expenses such as hotel accommodation and meals for trapped days will be billed.

- 13. Cancellation Policy and Charges
 - 13.1 GICG reserves the right to charge one man-day fee if a client cancels or postpones an audit less than ten working days from the start date of the cancelled audit.
 - 13.2 In all cases, any non-refundable travel or subsistence costs that have been expended will be recovered from the client.
 - 13.3 An invoice for the cancellation charge will be sent to client and GICG reserves the right to withhold any new issuance, maintenance or renewal of certification until the payment of the aforementioned invoice is settled.
 - 13.4 If the audit is cancelled by GICG, in these cases, GICG will be responsible for its own costs associated with the cancelled or rescheduled audit. GICG accepts no liability for any costs incurred by the client in relation to any audit cancelled or rescheduled by GICG.

- 14. Payment Notification
 - 14.1 Payment notification will be sent to the client in advance of the scheduled audit. This is to assist the client to facilitate the preparation and payment prior to the audit date.

- 15. Invoicing
 - 15.1 Invoices are raised in an electronic format and sent via email in the local currency or the agreed currency, and are due and payable in full.
 - 15.2 All fees quoted are subject to local taxation laws. Any and all applicable tax and/or all other transaction charges relating to the payment remain the responsibility of the client.

- 16. Payment Terms
 - 16.1 Payment is normally required before any work is undertaken, and unless otherwise indicated on the invoice, the payment term is 30 days. GICG reserve the right to withdraw credit, (for example in cases of bad credit or payment history) in cases where payment is required in advance of any work being undertaken.
 - 16.2 For overseas clients, payment must be made before any work is undertaken.



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- 16.3** Initial audit and recertification audit fee and any associated close out work must be paid before certification is granted and issued.
- 16.4** GICG is committed to resolving any invoice queries as soon as possible. Any query over an invoice must be raised in writing to GICG within 30 days of the date of the invoice. If no query is so raised within the aforementioned period, the fee will be due and payable immediately without any right of further explanation, amendment or dispute.
- 16.5** GICG reserves the right to charge interest for late payment at a rate of 1.5% per month, calculated from the date of the invoice and inclusive of any costs of recovery, which will be payable with any outstanding amount due. GICG also reserves the right to stop work and terminate the certification on financial grounds if payment of any fees billed is delayed.
- 17. Payment Methods**
- 17.1** GICG accepts payment by cheque or bank transfers
- 18. Applicable Law**
- 18.1** Unless otherwise stated, our agreement is governed by, and construed in accordance with Singapore law. The Courts of Singapore will have exclusive jurisdiction in relation to any claim, dispute or difference concerning our agreements. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or claim that those courts do not have jurisdiction.
- 18.2** If any provision in this General Terms and Conditions for ISCC Certification or any associated proposal, certification agreement, or its application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.
- 19 LIABILITY AND INDEMNITY**
- 19.1** GICG shall in all events not be liable to the client and its proprietors, directors, shareholders, officers, employees, agents or contractors for any claims, expenses, losses or damages (including all legal expenses) whether directly or indirectly suffered by the client and/or its proprietors, directors, shareholders, officers, employees, agents or contractors, as a consequence of or arising from (i) the client's usage of the certification supplied by GICG hereunder; or (ii) GICG's refusal to award or renew or decision to suspend or terminate the certification, for any reason whatsoever. [In the event that GICG is found liable by the operation of the law, the maximum amount of GICG's liability shall be limited to the fees paid by the client.]
- 19.2** The client agrees and undertakes to indemnify and hold GICG and its proprietors, directors, shareholders, officers, employees, agents or contractors harmless and fully against all liabilities, claims, costs, expenses, losses or damages (including all legal expenses) suffered by and/or made against GICG including but not limited to all claims by any third parties against GICG, as a result of any act by the client (whether direct or indirect) or for which it is responsible.



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- 19.3** Except for cases of proven negligence or fraud by GICG, the client further agrees and undertakes to hold harmless and indemnify GICG and its proprietors, directors, shareholders, officers, employees, agents or contractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising (i) relating to the performance, purported performance or non-performance, of GICG's services hereunder; or (ii) out of or in connection with the client's product, process or service the subject of the certification (including, without limitation, product liability claims).
- 20. Complaints and Appeals**
- 20.1** For any dissatisfaction with the service delivered by GICG including a certification decision, please refer to the website at www.gicgrp.com for the details of the complaints and appeals process of GICG.