

ENplus® Certified Service Providers 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

Client Data

Company name			
Website			
Address			
Street & n°			
ZIP code City			
Country			
Contact person (competent in conversing in English)			
Mr. Mrs.			
Name			
Email	_ Phone		
Activities			
	Voc	No	
Full load delivery of bulk pellets to end-users	Yes	No	
Part load delivery of bulk pellets to end-users	Yes	No	
Bagging of pellets	Yes	No	
Storage of pellets	Yes	No	
Transportation of bulk pellets (business to business)	Yes	No	
Other	Yes	No	
Please specify:			

Certification and Inspection

A Testing Body must be selected and contracted only if pellets are bagged by the applying company or by a service provider in the name of the applying company. In any case, a Certification Body must be selected.

Certification Body		
Testing Body*		
*Only in case you are offering ba	agging services and laboratory service	s are not included in the contract with the Certification Boo
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Quality Mariag	(competent in conversi	ig in English)
Mr. Mrs.		
Name		
Email		Phone
Sites		
	me and the address of you ease attach a list of your outle	
•	•	
Name		
Address		
Tochnical Faui	inmont	
Technical Equi	s provided by your company)	
On-site pellet store	Cil -	
Type Flat store		
Storage capacity	metric tonnes	
_	k Loading (end-user deliverie	25)
Type Sieve		
	A so certure and the second	
Sieve surface m ²	Aperture mm	Capacity metric tonnes/hou
Number of delivery vehicles for no		ease complete the form for delivery vehicles)
(Offig indicate verileles for pe	art load deliveries to eria-users, pr	case complete the form for delivery vehicles)
	6 1111	
Number of remote stora (Please complete the form for		

Bagging station (If yes, please complete the form for stores)

No

Attachments

☐ Data sheet for affiliated companies
☐ Data sheet for service providers
List with outlets
☐ Data sheet 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 EN*plus*® 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 according to Belgian law and is used in automated processes. It is used only to process this contract.

Place, Date	Signature/Stamp Applicant

	Filled in by A	
	Application approved	Application rejected
ace, Date		Signature/Stamp AEBIOM