



CERTIFHY EU RFNBO SYSTEM TERMS OF USE

CERTIFHY EU RFNBO VOLUNTARY SCHEME

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1. SCOPE OF APPLICATION AND CONTRACT DOCUMENTATION	5
2. DEFINITIONS	6
3. CONTRACT, CONCLUSION OF THE CONTRACT, TEXT OF THE CONTRACT AND CONTRACT LANGUAGE	9
4. RIGHTS AND DUTIES OF ECONOMIC OPERATORS AND CERTIFICATION BODIES	10
5. RIGHTS AND DUTIES OF REGISTRHY	13
6. FEES	14
7. SET-OFF.....	15
8. PROPERTY RIGHTS AND REFERENCE LISTS.....	16
Use of CertifHy Logo	16
Use of CertifHy EU RFNBO Voluntary Scheme Product Related Label	16
Use of CertifHy trademarks	16
9. CONFIDENTIALITY, DATA PROTECTION, PUBLICATIONS OF THIRD-PARTY DATA/INFORMATION, EXEMPTION	18
10. INFRINGEMENTS OF THE CERTIFHY EU RFNBO VOLUNTARY SCHEME DOCUMENTS, THE DUTIES OF THE TERMS OF USE AND LIABILITY.....	20
11. LIABILITY OF REGISTRHY	22
12. REVOCATION AND WITHDRAWAL.....	24
13. DURATION OF THE CONTRACT, TERMINATION	25
14. VALIDITY AND AMENDMENT OF THE TERMS OF USE	26
15. MISCELLANEOUS	27



Preamble

RegistrHy SRL operates globally and applies Certification Systems to demonstrate the sustainability attributes of hydrogen and hydrogen-derived products. The CertifHy EU RFNBO Voluntary Scheme in particular sets out the requirements and criteria for hydrogen and e- fuels to demonstrate compliance with the sustainability requirements of the Renewable Energy Directive, as amended through Directive (EU) 2018/2001 (RED II) of the European Parliament and of the Council of 11 December 2018 on the promotion of the use of energy from renewable sources and national rules and systems existing for the national implementation. For verification purposes, the following regulation is being used 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.

RegistrHy does not perform any certifications itself. Certificates or Statements of Conformity are exclusively issued by recognized Certification Bodies that have concluded a Cooperation Agreement with RegistrHy and who are as such published on the CertifHy website on the basis of the CertifHy EU RFNBO Voluntary Scheme, a Certification System operated by RegistrHy.



1. Scope of Application and Contract Documentation

- 1.1. These Terms of Use shall regulate the use of a CertifHy EU RFNBO Voluntary Scheme by Economic Operators and Certification Bodies and the rights and duties of the parties.
- 1.2. The use of the services associated with the CertifHy EU RFNBO Voluntary Scheme, including the CertifHy website, shall exclusively be governed by these Terms of Use, all currently applicable versions of the CertifHy EU RFNBO Scheme Documents and the Fees and Tariffs Rates. The currently applicable versions of the CertifHy EU RFNBO Voluntary Scheme Documents and the Fees and Tariff Rates shall be the version published on the website <https://www.certifhy.eu> at the beginning of the Audit (first day of the audit) of a Certification (first certification or renewal of the certificate).
- 1.3. Any general terms and conditions of the Economic Operator and Certification Bodies are explicitly rejected.



2. Definitions

Accreditation Third party certification related to a conformity assessment body, conveying formal demonstration of its competence, impartiality and consistent operation in performing specific conformity assessment activities. (ISO 17000:2020).

Accreditation Body Authoritative body that performs Accreditation.

Audit Means the systematic, independent, and documented process conducted by the Certification Bodies for obtaining audit evidence and evaluating it objectively to determine the extent to which the Audit criteria are fulfilled by the Economic Operators.

Auditor Person with the personal attributes and competence to conduct an Audit (ISO 28002:2011).

Audit procedures Are checklists and information provided for Certification Bodies regarding the implementation of standards and requirements which are defined in the CertifHy Voluntary Scheme Documents and which must be taken into account by Economic Operators and Certification Bodies.

CertifHy EU RFNBO Certificate Certificate of conformity with the CertifHy EU RFNBO requirements and the CertifHy EU RFNBO Voluntary Scheme, issued to an Economic Operator by a CertifHy EU RFNBO Voluntary Scheme recognized Certification Body.

CertifHy EU RFNBO Voluntary Scheme Certification system to establish and maintain certification requirements applicable to relevant Economic Operators, set out the rules and criteria according to which RFNBO can be certified and Stakeholders can sell certified products on the market. The certification system is in line with the European Renewable Energy Directive, recognized by the European Commission.

CertifHy EU RFNBO Voluntary Scheme Requirements Objective of performance defined by the CertifHy EU RFNBO Scheme, which is specific and measurable.

CertifHy EU RFNBO Voluntary Scheme Documents Meaning all documents (Risk Management; Logos, Labels & Claims; Grievance, Complaint & Appeal Procedure; Requirements for Certification Bodies & Auditors; Registration and Certification Procedure; Traceability & Chain of Custody; GHG Emissions & Sustainability; Scheme Document) containing general requirements, procedures and guidelines applicable to Economic Operators and Certification Bodies. The documents form an integral part of these Terms of Use.

Certificates means **Statements of Conformity** Are Certifications which confirm that the Economic Operator has met the sustainability requirements imposed upon their business. So-called Statements of Conformity are equal to Certificates; they are issued to Economic Operators by Certification Bodies.

Certification Body (CB) Means an accredited conformity assessment body recognized by the CertifHy Scheme Operator.

Certification Systems are systems for the purpose of demonstrating that sustainability attributes of hydrogen and hydrogen-derived products have been met.

Cooperation Agreement is the contract concluded between the RegistrHy and the Certification Body.



Economic Operator Means a legal entity or natural person being a producer of raw material, an operator of installations processing raw material into final fuels or intermediate products, an operator of installations producing energy (electricity, heating or cooling) or any other operator, including of storage facilities or traders that are in physical possession of raw material or fuels, provided that they process information on the sustainability and greenhouse gas emissions saving characteristics of those raw materials or fuels.

Non-Compliance Means a non-fulfilment or violation of a CertifHy EU RFNBO Voluntary Scheme Requirement by a Certification Body.

Non-Conformity Means non-fulfilment or violation of a CertifHy EU RFNBO Voluntary Scheme Requirement by an Economic Operator.

Personal Data Any information relating to an identified or identifiable natural person ('the data subject').

Identifiable natural person One who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or one or more elements characterising the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

RED II means **Renewable Energy Directive** Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018 on the promotion of the use of energy from renewable sources (recast), OJ L 328/82, 21.12.2018 and any and all amendments, changes, communications, decisions and other actions thereto by the duly authorized representatives of the European Union. For verification purposes, the following regulation is being used 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.

RegistrHy SRL, A limited liability company, incorporated and existing under the laws of Belgium, having its registered office at Boulevard Saint-Lazare 4, 1210 Saint-Josse-ten-Noode, registered with the Crossroads Bank for Enterprises under number 1007.080.427.

Renewable Fuel of Non-Biological Origin (RFNBO) Means liquid and gaseous fuels of which the energy content is derived from renewable sources other than biomass, as defined in RED II.

Stakeholder Persons, groups, or organizations who are directly or indirectly affected by an activity or who can affect an activity, including people and organizations who have concerns about the activity, or who might be responsible agents.

Surveillance audit Limited audit where an Economic Operator is evaluated against a limited number of CertifHy Voluntary Scheme Requirements.

Surveillance audit by RegistrHy Is the surveillance of an audit performed by the Certification Body, including a surveillance audit by the Certification Body, that is accompanied and observed by a representative of RegistrHy or by an auditor assigned by RegistrHy.



Surveillance audit by the Certification Body Is an audit of an Economic Operator performed by the Certification Body to verify compliance with the CertifHy EU RFNBO Voluntary Scheme Documents during the period of validity of a certificate.

Trademark Symbol, word, or phrase used to denote a particular source of goods or services (ISO/IEC/IEEE 24765:2017).



3. Contract, Conclusion of the Contract, Text of the Contract and Contract Language

- 3.1. The Condition for the Economic Operator and the Certification Body to use the CertifHy EU RFNBO Voluntary Scheme is the acceptance of the Terms of Use established by RegistrHy.
- 3.2. The presentation of information operated by RegistrHy on the internet, in print media or other media is not to be confused with the permission to use the CertifHy EU RFNBO Voluntary Scheme directly.
- 3.3. The Economic Operator needs to send the fully completed Registration Form. The Economic Operator may access the currently valid RegistrHy form via the website <http://www.certifhy.eu>. The Economic Operator shall provide complete and accurate information in all mandatory fields and shall make the declarations required. Insofar as it is possible to directly and/or indirectly allocate it to a natural person, the information provided in the form is in part personal data which is subject to the provisions set out further on in the Terms of Use. RegistrHy will promptly confirm the receipt of the completed RegistrHy form.
- 3.4. In the event of incomplete and incomprehensible information provided in the RegistrHy form, RegistrHy may request that the information be corrected. The Economic Operator needs to send the amended RegistrHy form. More information can be found in the CertifHy EU Voluntary Scheme Document Registration and Certification procedure.
- 3.5. RegistrHy will conclude these Terms of Use with legal entities with legal capacity, but not with consumers.
- 3.6. The Terms of Use may be downloaded via the website at any time. The registration is stored by CertifHy. Upon written request, RegistrHy will send a copy of the registration to the Economic Operator.
- 3.7. The Terms of Use shall exclusively be concluded in English.



4. Rights and Duties of Economic Operators and Certification Bodies

- 4.1. The Economic Operator will cooperate with the European Commission and the competent authorities of the Member States, including granting access to its premises where requested as well as making available to the European Commission and the competent authorities of the Member States all information needed to fulfil their supervision tasks under Articles 30(8), 30(9) and 30(10) of Directive (EU) 2018/2001 and Article 17 of the Implementing Regulation 2022/996.

Failure or unwillingness from the Economic Operator to comply with the supervision requirements shall lead to the Economic Operator's exclusion from participating in the scheme.

- 4.2. The Economic Operator and the Certification Body must comply with all applicable versions of all the CertifHy EU RFNBO Voluntary Scheme Documents. The requirements can specifically be found in the CertifHy EU RFNBO Voluntary Scheme Document Requirements for Certification Bodies & Auditors.
- 4.3. The Economic Operator and Certification Body shall be entitled to use the CertifHy EU RFNBO Voluntary Scheme to obtain a Certification if an effective agreement is in place between the Cooperation Bodies and the Economic Operators. Without an effective Agreement, the Certification Body shall not be entitled to make a Certification on the basis of the CertifHy EU RFNBO Voluntary Scheme and to issue a Certificate.
- 4.4. The Economic Operator and Certification Body shall be obliged to comply with the CertifHy EU RFNBO Voluntary Scheme Documents of the CertifHy EU RFNBO Voluntary Scheme in their currently applicable version. RegistrHy may adjust to ensure the integrity of the CertifHy EU RFNBO Voluntary Scheme. Any changes in the CertifHy EU RFNBO Voluntary Scheme Documents shall be pointed out to the user by e-mail.
- 4.5. With regard to each issue or renewal of a Certificate by the Certification Body, the Economic Operator shall be obliged to review the information provided during the registration and/or subsequent updates in terms of their accuracy and shall immediately notify RegistrHy of any change in writing, by email. Should no notification be made, RegistrHy assumes that the information currently available continues to be accurate. At any time, the Economic Operator shall be responsible for promptly informing RegistrHy about any changes in the information provided during the registration or any information which subsequently replaces such information.
- 4.6. In particular, the aforementioned shall also apply with regard to the Economic Operator's duty to provide accurate information about any and all Certification Systems used by them for the Certification of sustainability.



- 4.7. This shall apply to both the Certification Systems used prior to the registration with RegistrHy and such systems used simultaneously to the use of the CertifHy EU RFNBO Voluntary Scheme. This shall also apply to the designated RegistrHy contact person at the Economic Operator and the respective contact information (e.g. email address). The Economic Operator shall provide RegistrHy with up to date contact details of at least one representative.
- 4.8. The Economic Operator's obligation towards the Certification Body to provide any and all data and documents relevant to the audit shall also encompass such data and documents concerning unsustainable products as well as delivery notes, proofs of sustainability, reports and mass balances which were issued as part of other standards or Certification Systems.
- 4.9. The Economic Operator shall be obliged to allow a representative of RegistrHy or an independent auditor assigned by RegistrHy to participate in audits performed by the Certification Body (certification, recertification or surveillance audits).
- 4.10. The Economic Operator shall also be obliged to meet its duties towards RegistrHy arising from the agreement between the Economic Operator and the Certification Body, insofar as RegistrHy may be harmed as result of a violation of these duties. In this respect, RegistrHy shall be included in the protective effects of these duties and may assert a claim for compensation in the event of violation of any of these duties.
- 4.11. The Economic Operator and the Certification Body shall be obliged to comply with the laws, ordinances, directives and ratified treaties of the countries in which they operate.
- 4.12. This means that the Economic Operator shall be obliged to have in place all applicable and valid permits or licenses for the Economic Operators' type of operation, to avoid any illegal activities, particularly to avoid corrupt practices, bribery and fraud. If an Economic Operator is convicted for violations of the law, this will be considered as an infringement of the RegistrHy Terms of Use.
- 4.13. The Economic Operator and the Certification Body shall be obliged to provide the relevant data required to fulfil the legal reporting requirements of RegistrHy towards the European Commission.
- 4.14. The Economic Operator shall be obliged to make available to the Certification Body all evidence required to verify the conformity of sustainability claims (material declared to be sustainable) that were made during the previous period of certification.
- 4.15. This particularly applies, if the Economic Operator changes Certification Body (i.e. recertification will be performed by a different Certification Body), in case of a gap in the certification period, in case the Economic Operator changes the Certification System, or in case the Economic Operator was certified under more than one scheme at the same time.



- 4.16. The Economic Operator should not change Certification Bodies more than once.
- 4.17. The Economic Operator and the Certification Body shall be obliged to protect and contribute to the reputation of the CertifHy EU RFNBO Voluntary Scheme.
- 4.18. The Economic Operator and the Certification Body shall pay the applicable fees.
- 4.19. The fees are decided by the CertifHy Scheme Operator in accordance with the annual budget. All fees are set out in the document Fees and Tariff Rates.



5. Rights and Duties of RegistrHy

- 5.1. RegistrHy provides the CertifHy EU RFNBO Voluntary Scheme.
- 5.2. RegistrHy shall be entitled to adjust the CertifHy EU RFNBO Voluntary Scheme Documents at any time in order to ensure or improve the compliance with the requirements of legal regulations or voluntary commitments concerning the demonstration of the sustainability or integrity of the Certification System.
- 5.3. In particular, the right to adjust shall exist in the event of a change in legal regulations, official conditions or orders or in the event of a changed interpretation of the law by courts or authorities.
- 5.4. RegistrHy shall promptly inform the Economic Operator and the Certification Body by email about any changes in the CertifHy EU RFNBO Voluntary Scheme Documents.
- 5.5. RegistrHy does not perform any audits for issuing Certificates and does not issue any Certificates. RegistrHy does not warrant for the issue of the Certificate by the Certification Body. On the basis of the Cooperation Agreement existing between RegistrHy and the Certification Body, RegistrHy shall be entitled to give binding instructions to the Certification Body regarding the application of the CertifHy EU RFNBO Voluntary Scheme.



6. Fees

6.1. The Economic Operator and the Certification Body shall pay fees for the use of the CertifHy EU RFNBO Voluntary Scheme. These fees are set out in an Annex (Fees and Tariff Rates).

6.2. The currently valid version of the Fees and Tariff Rates is published on the CertifHy website.

Should the Economic Operator or the Certification Body fail to settle an invoice issued by RegistrHy within a period of 14 days following the receipt of a written request for payment following the expiry of the 14 day payment term, RegistrHy shall be entitled to give notice of termination of the cooperation for good cause and/or to suspend the services provided by RegistrHy, such as customer service via phone or e-mail and the display of the Economic Operator's certificate on the website of CertifHy, until Economic Operator or the Certification Body has settled the invoice. RegistrHy shall mention the possibility of termination for good cause and/or the suspension of services in the written request of payment. RegistrHy shall mention and proceed to the suspension of display of the certificate on the website of CertifHy only if a suspension of display of the certificate on the website of CertifHy is permissible according to applicable law or to the conditions of recognition of the CertifHy EU RFNBO Voluntary Scheme.

6.3. The Economic Operator's obligation to pay the fees contractually agreed upon with the

Certification Body shall remain unaffected.



7. Set-Off

The Economic Operator and the Certification Body may only offset claims asserted by RegistrHy against any counterclaims which are undisputed or have been recognized by declaratory judgment as permissible by applicable law.



8. Property Rights and Reference Lists

- 8.1. RegistrHy shall be entitled to list the Economic Operator's and Certification Body's company name and logo in the reference lists and publish them on the internet and in print media for providing factual information upon prior explicit written consent of the Economic Operator and Certification Body for each individual case. RegistrHy shall not be entitled to use the information in any other way.

Use of CertifHy Logo

- 8.2. The use of the CertifHy Logo by Economic Operators, is granted through the signing of the CertifHy EU RFNBO Terms of Use and for as long as there is no breach of any CertifHy EU RFNBO Voluntary Scheme Requirements.
- 8.3. Certification Bodies can use the CertifHy logo if a valid Cooperation Agreement with the CertifHy Scheme Operator is in place.
- 8.4. The CertifHy logo can be used on marketing materials, websites, sustainability reports, sustainability declarations and corporate materials.
- 8.5. The CertifHy logo can be used without an additional statement.
- 8.6. The CertifHy Voluntary Scheme logo cannot be used on final CertifHy EU RFNBO Voluntary Scheme certified products.

Furthermore, the CertifHy logo shall not be used on company documents which contain statements that are not directly related to the CertifHy EU RFNBO Voluntary Scheme certification.

Use of CertifHy EU RFNBO Voluntary Scheme Product Related Label

- 8.7. The CertifHy EU RFNBO Voluntary Scheme product-related label can only be used if the Economic Operator has a valid CertifHy EU RFNBO Voluntary Scheme Certificate, as long as they do not breach any CertifHy EU RFNBO Voluntary Scheme Requirements.
- 8.8. The CertifHy EU RFNBO Voluntary Scheme product-related label can be used for product communication documents.

The use of a CertifHy EU RFNBO Voluntary Scheme product-related label must always be approved by the CertifHy Scheme Operator in advance.

Use of CertifHy trademarks

- 8.9. The use of the CertifHy EU RFNBO Voluntary Scheme trademarks by Certification Bodies depends upon a valid Cooperation Agreement with the CertifHy Scheme Operator being in place.



- 8.10. The CertifHy EU RFNBO Voluntary Scheme trademarks shall not be used in a way that could cause confusion, misinterpretation, or loss of credibility of CertifHy.
- 8.11. Persons or corporate entities are fully responsible, accountable, and liable for the use of the CertifHy trademarks or compliance claims.
- 8.12. When using the CertifHy EU RFNBO Voluntary Scheme trademarks together with a trademark, compliance claim or label from another standard/ certification scheme or another company, which is not officially recognized by the CertifHy Scheme Operator, trademarks must be equally visible and displayed in a way which does not imply any relation to, endorsement of, or association with the other trademarks.
- 8.13. The use of CertifHy trademarks by any other third-party is not permitted, unless a written authorization allowing its use under certain conditions is granted by the CertifHy Scheme Operator. The unauthorized use of the CertifHy trademarks is prohibited and can lead to criminal charges.
- 8.14. Any misuse of the CertifHy trademarks or compliance claims that an Economic Operator or any other entities are aware of within their scope of certification, including sub-contractors, shall be reported to the CertifHy Scheme Operator.
- 8.15. The content made available by RegistrHy on the internet shall be subject to copyright protection. Therefore, the Economic Operator and the Certification Body shall not be permitted to copy, process or distribute this content beyond the use granted by RegistrHy on a case-by-case basis.
- 8.16. RegistrHy shall be entitled to publish press releases making reference to the use of the RegistrHy EU RFNBO Voluntary Scheme by the Economic Operator and the Certification Body upon prior explicit written consent for each individual case.
- 8.17. The Economic Operator and the Certification Body shall be entitled to publish press releases by making reference to the use of the CertifHy EU RFNBO Voluntary Scheme, as long as the Economic Operator holds a valid Certificate as part of the CertifHy EU RFNBO Voluntary Scheme.




9. Confidentiality, Data Protection, Publications of Third-Party Data/Information, Exemption

- 9.1. RegistrHy collects, stores, uses or in other ways processes personal data in line with the applicable data protection laws and the following provisions.
- 9.2. RegistrHy collects, stores, uses or in other ways processes data of the Economic Operator and the Certification Body exclusively for ensuring the performance of the CertifHy EU RFNBO Voluntary Scheme, taking into account the relevant statutory provisions and these Terms of Use.
- 9.3. RegistrHy is entitled to make all Certificates or other Statements of Conformity (each including their annexes) issued to the Economic Operator as well as their content and status (e.g. valid, declared null and void, withdrawn, terminated, expired) publicly available on the CertifHy website.
- 9.4. The annexes to Certificates or other Statements of Conformity may contain information about third parties that are not Economic Operators (hereinafter “Concerned Third Parties”). These data are subject to verification. The Certification Body shall bear full responsibility for the complete and accurate provision of such data and ensures that RegistrHy is allowed to use, make publicly available, transmit to third parties or otherwise process these data in accordance with these Terms of Use without violating concerned third party rights.
- 9.5. The Economic Operator and the Certification Body shall indemnify RegistrHy from and against any and all claims, including claims for compensation, which are asserted against RegistrHy by concerned third parties due to a violation of their rights by the use, publication, transmission or other way of processing of their data in accordance with these Terms of Use.
- 9.6. Subject to the stipulations above, RegistrHy shall not make publicly available or transmit data of the Economic Operator or the concerned third party to third parties unless
 - a) the Economic Operator or concerned third party has explicitly consented to, or
 - b) RegistrHy is obliged to do so by law or due to official or judicial conditions or orders, or
 - c) this is necessary to maintain, ensure or restore the recognition, performance or integrity of the Certification System, in particular in the case of corresponding requirements of the European Commission for Voluntary Schemes or requirements of other voluntary commitments

Text form (e.g. e-mail) is sufficient for giving such consent. The consent of Concerned Third Parties may be given in the course of the audit. If the Economic Operator provides personal data of third parties to the Certification Body, e. g. by naming contact persons and communicating their contact data, the Economic Operator is responsible for the completeness, correctness and up-to-datedness of such data.

The Economic Operator shall ensure or take the necessary measures (e.g. in case of change of contact persons) for RegistrHy to be entitled to use, make publicly available, transmit to third parties or otherwise process such data in accordance with the provisions of these Terms of Use applicable to data of the Economic Operator and the Certification Body without violating rights of the concerned person.

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- 9.7. If the Economic Operator changes the Certification Body, RegistrHy shall be entitled to supervforward to the new Certification Body all data collected or stored in particular with regard to previous certifications and audits of other Certification Bodies and/or previous integrity assessments.
- 9.8. Should the Economic Operator or the Certification Body contact RegistrHy (for example, by contact form or email), the information given is stored for the purpose of processing the request and in case follow-up questions arise.
- 9.9. RegistrHy takes technical and organizational security measures to protect data collected in connection with the Economic Operators, including any personal data, against loss, manipulation or unauthorized third- party access. The technical procedures used in this are developed further and improved in line with the technological progress. RegistrHy points out that it is not possible to guarantee comprehensive absolute protection.
- 9.10. Upon request, RegistrHy shall at any time provide the Economic Operator or the Concerned Third Party with information about the data stored by RegistrHy in respect of the Economic Operator respectively the Concerned Third Party. Text form is sufficient for the request.
- 9.11. The Economic Operator and Concerned Third Parties shall be entitled at any time to revoke a granted consent for the use, publication, transmission or other processing of their data with effect for the future, as far as this is not contrary to the protection of the CertifHy EU RFNBO Voluntary Scheme against abuse and fraud, applicable legal requirements or official or judicial obligations or orders.
- A revocation shall not affect the right of RegistrHy to publish expired, withdrawn, invalidated, suspended or forged certificates. Existing legal obligations of RegistrHy to use, publish, transmit or process the data in any other way shall remain unaffected by the revocation of the consent.
- Economic Operators or Concerned Third Parties may have their data stored at RegistrHy amended, blocked or deleted, unless this is contrary to the aspects/reasons mentioned in Sentence 1.
- 9.12. Should the deletion of the data be precluded by legal retention and withholding periods, the Economic Operators or concerned third parties may have their data blocked.
- 9.13. The revocation and the request shall entitle RegistrHy to terminate the cooperation for good cause, if due to such revocation the cooperation can no longer be performed according to the applicable legal provisions, the relevant voluntary commitments or the CertifHy EU RFNBO Voluntary Scheme Documents.



10. Infringements of the CertifHy EU RFNBO Voluntary Scheme Documents, the duties of the Terms of Use and Liability

- 10.1. Any infringements of the CertifHy EU RFNBO Voluntary Scheme Documents or duties, committed by the Economic Operators and Certification Bodies which fail to meet the legal requirements, entering the market or having an adverse effect on the integrity or recognition of the CertifHy EU RFNBO Voluntary Scheme.
- 10.2. Furthermore, infringements may trigger legal duties of RegistrHy, Certification Bodies or authorities, such as duties to publish, duties to report towards authorities or national registers.
- 10.3. Minor infringements are such infringements which are insubstantial according to the scope of irregularities. In the event of a minor infringement, RegistrHy may give a warning. A warning may be connected with conditions for the Economic Operator and/or Certification Body which are suited to prevent future infringements or ensure the future compliance with the CertifHy EU RFNBO Voluntary Scheme Documents during the period of validity of the Certificate and the fulfilment of which is reasonable, by weighing the mutual interests.
- 10.4. Repeated minor infringements of the same kind shall be deemed to be a serious infringement.
- 10.5. Serious infringements shall be such infringements which are relevant according to the scope of irregularities

For example, a serious infringement shall be considered to exist, if the Economic Operator

- 10.6. issues delivery documents or proof of sustainability for sustainable goods as part of the CertifHy EU RFNBO Voluntary Scheme despite no valid Certificate being available at the date of issue, or
- 10.7. is certified according to more than one recognized Certification System and registers the same quantity of sustainable fuels of non-biological origin in two different mass balances ("double accounting"), and in both cases, sells or forwards them as being sustainable, or
- 10.8. accounts and declares fuels of non-biological origin to be sustainable, the sustainability of which cannot be fully traced, verified or validated, in particular also in the event of missing self-declarations of the point of origin or the producer, or
- 10.9. infringes any regulations concerning fuels of non-biological origin and thus markets or forwards any unsustainable goods as sustainable goods as part of a CertifHy EU RFNBO Voluntary Scheme, or
- 10.10. fails to attend the duty to allow a surveillance audit, or
- 10.11. fails to attend the duty to allow the conduct of integrity assessments. The Economic Operator fails to attend the duty, if the Economic Operator



- does not participate in the proposed date and
 - does not propose alternative dates or does not participate in these alternative dates within the time period, unless the Economic Operator is not liable for the neglect.
- 10.12. Very serious infringements are considered to be intentional, in particular also systematic infringements, particularly violations with the intent to defraud.
- 10.13. RegistrHy shall be responsible for classifying the infringement as being minor, serious, or very serious and for assessing the Economic Operator's or the Certification Body's fault as part of a case-by-case examination. This information can be found in the CertifHy Voluntary Scheme Documents.
- 10.14. Should a certificate be declared null and void and be withdrawn due to infringements of the CertifHy EU RFNBO Voluntary Scheme Documents and these Terms of Use or should RegistrHy suspend the Economic Operator for a recertification, RegistrHy may publish this information on the CertifHy website. Moreover, RegistrHy shall be entitled to notify authorities, other Certification Systems and Certification Bodies of the declaration of invalidity or withdrawal of the Certificate and the suspension.
- 10.15. The nullity and invalidity of a certificate does not exert any influence over the already paid registration and certification fees. If an infringement took place and all certificates are declared null and void, there will be no reimbursement for the cost of issuing the Certificates.
- 10.16. Any further consequences of an infringement based on legal regulations, official decisions or rules of a national or international system, or a voluntary commitment shall remain unaffected.
- 10.17. The Economic Operator and the Certification Body shall be obliged to compensate RegistrHy for any loss suffered due to any minor, serious or very serious infringements or violations of other contractual duties. The Economic Operator and the Certification Body shall exempt RegistrHy from any claims asserted against them by third parties due to culpable infringements or culpable violations of other contractual duties.
- 10.18. In the event of a serious infringement, RegistrHy is entitled to claim a contractual penalty calculated at equitable discretion, but limited to EUR 25 000. Basis for the assessment of the contractual penalty is the sum of the material advantages resulting from the infringement and RegistrHy's expenditures necessary to secure their rights resulting from the infringement. RegistrHy has the right to claim for damages exceeding the contractual penalty. The Economic Operator and Certification Body has the right to prove that damages are lower than the contractual penalty. The contractual penalty is credited against the claim for damages.



11. Liability of RegistrHy

- 11.1. The CertifHy EU RFNBO Voluntary Scheme shall take into account the relevant (legal) requirements regarding the demonstration of the sustainability of fuels of non-biological origin which, in particular, arise from legal regulations, the recognition of the CertifHy EU RFNBO Voluntary Scheme, judicial or official conditions, orders and interpretations of the law as well as commitments.
- 11.2. RegistrHy shall continuously update the CertifHy EU RFNBO Voluntary Scheme in accordance with these Terms of Use.
- 11.3. RegistrHy shall not be liable for the existence of the legal requirements regarding the demonstration of the sustainability of fuels of non-biological origin, in particular in the event of any changing interpretation or application of these legal requirements on the part of courts or authorities.
- 11.4. RegistrHy shall not be liable for the activities of the Certification authorities; this shall also apply insofar as Certificates and corresponding information is published on their website.
- 11.5. RegistrHy cannot be held liable by misinterpretation, wrong information and misuse of the CertifHy EU RFNBO Voluntary Scheme Documents and the Terms of Use of these Scheme Documents.

RegistrHy cannot be held liable by the CB for any damages which may arise as a result of this Agreement or from using all valid versions of the Scheme documents, which RegistrHy legally owns, except in case of gross negligence or willful misconduct being the direct cause of such damages. Any personal liability is hereby excluded.

- 11.6. RegistrHy is solely responsible for providing a CertifHy EU RFNBO Scheme which is approved according to the CertifHy internal rules of order.
- 11.7. RegistrHy shall be liable for any damage caused by it, its legal representatives, or its performing agents and vicarious agents on the basis of the injury to life, body or health according to the statutory provisions.
- 11.8. Furthermore, the liability of RegistrHy, their legal representatives, or their performing agents and/or vicarious agents shall be excluded, insofar as the damage is not caused by grossly negligent or intentional violations of duty of their legal representatives or officers.

In the event of any grossly negligent or intentional behavior of the other performing agents, the liability shall be limited to cases of violation of the material contractual duties.

- 11.9. In the event of ordinary negligence, the liability shall be limited to any foreseeable damage typical for the contract which arises from the violation of material contractual duties.



11.10. RegistrHy shall reserve the right to plead contributory fault. In particular, the Economic Operator shall be obliged to back up the data according to the current state-of-the- art technology.

11.11. Insofar as the liability of RegistrHy is excluded or limited, this shall also apply to the personal liability of the representatives, performing agents and vicarious agents of RegistrHy.



12. Revocation and Withdrawal

- 12.1. Should the Economic Operator cancel the registration within seven (7) days following the receipt of the confirmation of registration and prior to any Certification in writing, by email towards RegistrHy and the Certification Body, the registration shall expire.
- 12.2. No registration fee shall be charged in this case.
- 12.3. In order to observe the deadline, the timely receipt of the notification with RegistrHy and the Certification Body shall be required.



13. Duration of the Contract, Termination

- 13.1. The Economic Operator and the Certification Body are bound by the Terms of Use for the same period in time as they are using the CertifHy EU RFNBO Voluntary Scheme.



14. Validity and Amendment of the Terms of Use

- 14.1. In each case, the Terms of Use applicable at the beginning of the audit (first day of the audit) of a Certification (first certification or renewal of the certificate) shall apply.
- 14.2. The Terms of Use applicable at this point of time shall be presented to the Economic Operator and the Certification Body by RegistrHy at the beginning of the audit and shall be accepted by signature.
- In case of major amendments to the Terms of Use, RegistrHy will have to resubmit the Terms of Use to the Economic Operator and the Certification Body for signature.
- In case of minor amendments to the Terms of Use, RegistrHy will have to inform the Economic Operator and the Certification Body about the changes.
- 14.3. At the beginning of the audit, the Economic Operator and the Certification Body shall recognize the currently valid version of the Terms of Use by way of their signature. Thus, this version shall be relevant for the respective Certification.
- 14.4. The currently valid version of the Terms of Use may be retrieved on the CertifHy website with the effective date.



15. Miscellaneous

- 15.1. Should the Economic Operator or the Certification Body not agree with any decisions made or measures taken by RegistrHy, they may appeal and/or object.
- 15.2. The appeal procedure can be found in the latest applicable version of the “CertifHy EU RFNBO Voluntary Scheme : Grievance, Complaint and Appeal Procedure” Document.
- 15.3. These Terms of Use will be subject to Belgian law.
- 15.4. The exclusive place of jurisdiction for all disputes arising from these Terms of Use shall be the Brussels Courts.



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