



The world-leading wood
pellet certification

ENplus® Certified Traders Application Form

VERSION JANUARY 2018

Please send the application electronically to enplus@bioenergyeurope.org
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 _____ VAT n° _____

Address

Street & n° _____

ZIP code _____ City _____

Country _____

Contact person (competent in conversing in English)

Mr. Mrs.

Name _____

Email _____ Phone _____

Does your company have affiliated companies that you would like to include in your certification?

Yes No

(If yes, please complete the data sheet for affiliated companies)

Do you plan to contract service providers for bagging or for part load deliveries to end-users?

Yes No

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

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 ENplus® ID	Yes	No

Should a trader certified on voluntary basis start activities with physical contact with bulk pellets later on, an on-site inspection is needed before starting operation.

■ 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 laboratory services are not included in the contract with the Inspection Body

■ Selling Points

Please indicate the name and the address of your selling point(s)

(If more than one selling point, please attach a list of your outlets)

Name _____

Address _____

■ Quality Manager (competent in conversing in English)

Mr. Mrs.

Name _____

Email _____ Phone _____

■ Origin of Traded Pellets

Own production External supplier

ENplus® IDs of suppliers _____

Trade volume

Please report the projection of traded pellets 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 ENplus® A1, ENplus® A2 & ENplus® B quality sold to power plants or for animal bedding (included in the number above)

_____ metric tonnes

Technical Equipment

(including equipment from uncertified service providers 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 deliveries)

Type Sieve Wind sifter / Air classifier

Brand/Type _____

Sieve surface _____ m² Aperture _____ mm Capacity _____ metric tonnes/hour

Number of delivery vehicles _____

(Only indicate vehicles for part load deliveries to end-users; please complete the form for delivery vehicles)

Number of remote storage facilities _____

(Please complete the form for stores)

Bagging station

(If yes, please complete the form for bagging stations)

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 Licensor/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 B®”, 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