

## ENplus® listing contract

Between

(1) **Bioenergy Europe, AISBL** hereafter the 'Bioenergy Europe', having its registered office at Place du Champ de Mars 2, 1050 Brussels, Belgium

And

(2) **Eurofins Biofuel & Energy Testing Sweden AB**, hereafter the 'the listed testing body', having its registered office at Post: Box 737, (Packages/visiting adress: Sjötagsgatan 3), SE-531 17 (531 40) Lidköping, Sweden]

Whereas Bioenergy Europe is the owner and governing body of the ENplus® certification scheme for wood pellets and holds all necessary licensing rights to the ENplus® copyright and trademark protected material as set out in the ENplus® trademark usage requirements (ENplus® ST 1003:2022, [www.enplus-pellets.eu](http://www.enplus-pellets.eu)) to be able to conclude this contract; in this context, for the avoidance of doubt, the parties expressly agree and accept that any use in this contract of the notion "ENplus® trademark(s)" is to be understood broadly as referring to the aforementioned ENplus® trademark, copyright and otherwise protected material.

Whereas the ENplus® listed Testing Body is operating ENplus® testing activities that are recognized by Bioenergy Europe", as appropriate.

Now, therefore the above said parties agree to the following:

### Article 1: Definitions

#### 1 The ENplus® Standard for Wood Pellets

This is the ENplus® standard: ENplus® ST 1001:2022 which forms part of the contractual documentation and is found at the ENplus® official website ([www.enplus-pellets.eu](http://www.enplus-pellets.eu)). This standard is valid as stated now and as may be from time to time amended or replaced by another document by the Bioenergy Europe.

#### 2 Testing body's Requirements

This is the ENplus® standard ENplus® ST 1002:2022 which forms part of the contractual documentation and is found at the ENplus® official website ([www.enplus-pellets.eu](http://www.enplus-pellets.eu)). This standard is valid as stated now and as may be from time to time amended or replaced by another document by the Bioenergy Europe.

#### 3 ENplus® trademark usage requirements

This is the ENplus® standard ENplus® ST 1003:2022 which forms part of the contractual documentation and is found at the ENplus® official website ([www.enplus-pellets.eu](http://www.enplus-pellets.eu)). This standard is valid as stated now and as may be from time to time amended or replaced by another document by the Bioenergy Europe.

#### 4 ENplus® Listing Fee

A fee specified in ENplus® PD 2006:2022 which forms part of the contractual documentation and is found at the ENplus® official website ([www.enplus-pellets.eu](http://www.enplus-pellets.eu)). The fee is valid as stated now and as may be from time to time amended by the Bioenergy Europe.

## 5 ENplus® Certification Integrity Programme

This is a programme run by Bioenergy Europe as specified in ENplus® PD 2004:2022 which forms part of the contractual documentation and is found at the ENplus® official website ([www.enplus-pellets.eu](http://www.enplus-pellets.eu)). This document is valid as stated now and as such could be amended on occasion or replaced by an alternative document by Bioenergy Europe.

## Article 2: Responsibilities of the ENplus® listed Testing Body

The ENplus® listed Testing Body is obliged to:

- 1 Have and keep valid accreditation issued in compliance with ENplus® ST 1002:2022 and to inform Bioenergy Europe immediately in regard to any changes or amendments being made to the accreditation. The listed Testing Body will provide, at the beginning of each year as well as each time it is so requested, updated evidence that it still meets the requirements of valid accreditation.
- 2 Carry out the ENplus® testing activities against the ENplus® standard ENplus® ST 1001:2022 within the scope of the valid accreditation.
- 3 Carry out the ENplus® testing activities in compliance with the ENplus® standard ENplus® ST 1002:2022.
- 4 Provide information related to ENplus® certification through the ENplus® certification database or other means specified by Bioenergy Europe. In order to exercise this obligation, the listed Testing Body shall obtain its clients' permission as well as shall ensure compliance with the GDPR regulation on personal data protection.
- 5 Comply with the requirements of the ENplus® Certification Integrity Programme (CIP) as specified in ENplus® PD 2004:2022.
- 6 Pay Bioenergy Europe the ENplus® listing fee as specified in ENplus® PD 2006:2022. The amount of the fee can be changed by Bioenergy Europe during the validity of the contract in function of inflation or scope of services and deliveries provided by the ENplus® scheme. Any change in the rates will take effect from the year following that in which Bioenergy Europe informed the Listed Testing Body, in writing, of the change, whereby the Listed Testing Body in case of a fee increase then has the right to terminate this contract per registered letter; such termination letter must however be received by Bioenergy Europe at the latest at the time of entry into force of the fee increase upon failure of which the fee increase is deemed accepted by the Listed Testing Body.
- 7 Agree to be listed on the publicly available internet database operated by Bioenergy Europe or any other associated entity including that of the Listed Body's identification data and/or other data as specified by Bioenergy Europe.
- 8 Shall not at any time, whether during or after the duration of this contract, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate, any of the rights related to the ENplus® copyright and

trademark protected material as set out in ENplus® trademark usage requirements (ENplus® ST 1003:2022, [www.enplus-pellets.eu](http://www.enplus-pellets.eu)) or any registrations derived from such rights.

- 9 Agrees that it shall do nothing that is inconsistent with Bioenergy Europe's rights or those of the owner in the ENplus® copyright and trademark protected material as set out in ENplus® trademark usage requirements (ENplus® ST 1003:2022, [www.enplus-pellets.eu](http://www.enplus-pellets.eu)) and shall not make any claim adversely to Bioenergy Europe or the owner, or assist any third party in attempting to make any claim adversely to Bioenergy Europe or the owner, with regards to such rights. The Listed Testing Body agrees that it shall not challenge the title of Bioenergy Europe or the owner in the ENplus® copyright and trademark protected material as set out in ENplus® trademark usage requirements (ENplus® ST 1003:2022, [www.enplus-pellets.eu](http://www.enplus-pellets.eu)) nor challenge the validity of this contract or the rights granted herein. Furthermore, the Listed Testing Body shall not register, nor attempt to register, any trade name or intellectual property rights which, in whole or in part, incorporates or is confusingly similar to the ENplus® copyright and trademark protected material as set out in ENplus® trademark usage requirements (ENplus® ST 1003:2022, [www.enplus-pellets.eu](http://www.enplus-pellets.eu)).

## Article 3: Indemnification by the Listed Testing Body

The Listed Testing Body acknowledges and agrees that Bioenergy Europe has, shall retain, and may exercise, both during the term of this contract and thereafter, all rights and remedies available to Bioenergy Europe, whether derived from this contract, statute or otherwise, as a result of or in connection with the Listed Testing Body's breach of this contract, misuse of the ENplus® copyright and trademark protected material as set out in ENplus® trademark usage requirements (ENplus® ST 1003:2022, [www.enplus-pellets.eu](http://www.enplus-pellets.eu)), or any other use of the ENplus® copyright and trademark protected material as set out in ENplus® trademark usage requirements (ENplus® ST 1003:2022, [www.enplus-pellets.eu](http://www.enplus-pellets.eu)) by the Listed Testing Body which is not expressly permitted by this contract.

## Article 4: Responsibilities of Bioenergy Europe

- 1 Bioenergy Europe is obliged to recognize the results of inspection activities performed by the listed Testing Body in compliance with this contract.
- 2 Bioenergy Europe is obliged to inform the ENplus® listed Testing Body of any changes to the ENplus® certification scheme and other documentations which may or could affect the contract.
- 3 Bioenergy Europe is obliged to inform the ENplus® listed Testing Body of any results of the ENplus® Certification Integrity Programme (CIP) evaluations and actions relating to the Listed Testing Body.

## Article 5: Contract Termination

- 1 Either party may terminate the contract at any given time, in written form, and while observing a three-month notice period. A registered letter must be sent to the last known address of the other party without unnecessary delay, following the notification of the termination of the contract.
- 2 Bioenergy Europe may suspend or terminate the contract with immediate effect if there is a reason or reasons to believe that any provision of the ENplus® listing contract is not being adhered to, based on the results provided by the ENplus® Certification Integrity Programme (CIP).
- 3 Withdrawal, suspension or ending of the validity of the Listed Testing Body's accreditation, will result in automatic termination of the contract with effect on the same date as the withdrawal, suspension or ending of the validity of the accreditation.
- 4 No ENplus® listing fee is refunded to the Listed Testing Body in case of temporary suspension or termination of the contract as per Article 4, points 1, 2 and 3.
- 5 Bioenergy Europe is not obliged to pay compensation for any costs or other damages which any temporary suspension or termination causes to the Listed Testing Body.

## Article 6: Entry into force of the Contract

The contract comes into force once it has been signed by both parties.

## Article 7: Governing Law - Jurisdiction

The contract is subject to Belgian law.

Any disputes arising out of this agreement shall be finally and exclusively settled by the courts of Brussels.

Signed in duplicate.

In .....Brussels..... on

21 / 11 / 2022



Jean-Marc Jossart

Secretary-General

[Name, function, signature]

For and on behalf of the  
Bioenergy Europe

In ....Lidköping..... on

21 / 11 / 2022



Johan Randhem

MD/BU Manager

[Name, function, signature]

For and on behalf of the Listed  
Testing Body

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# Contract

We are the world-leading  
certification scheme for  
wood pellets.



|                                |                                                          |
|--------------------------------|----------------------------------------------------------|
| <b>TITLE</b>                   | ENplus® listing contract_TB_Eurofins Biofuel & Energy... |
| <b>FILE NAME</b>               | ENplus® listing c...ing Sweden AB.pdf                    |
| <b>DOCUMENT ID</b>             | dd6bea11c9e97e1fe15179366d571eca1ecd50e2                 |
| <b>AUDIT TRAIL DATE FORMAT</b> | DD / MM / YYYY                                           |
| <b>STATUS</b>                  | ● Signed                                                 |

## Document history



SENT

**15 / 11 / 2022**

14:10:50 UTC

Sent for signature to Johan Randhem (johanrandhem@eurofins.se) and Jean-Marc Jossart (enplus@bioenergyeurope.org) from enplus@bioenergyeurope.org  
IP: 213.219.157.101



VIEWED

**21 / 11 / 2022**

14:15:42 UTC

Viewed by Johan Randhem (johanrandhem@eurofins.se)  
IP: 147.161.189.115



SIGNED

**21 / 11 / 2022**

14:22:53 UTC

Signed by Johan Randhem (johanrandhem@eurofins.se)  
IP: 147.161.189.115



VIEWED

**21 / 11 / 2022**

14:24:52 UTC

Viewed by Jean-Marc Jossart (enplus@bioenergyeurope.org)  
IP: 213.219.157.101



SIGNED

**21 / 11 / 2022**

14:25:47 UTC

Signed by Jean-Marc Jossart (enplus@bioenergyeurope.org)  
IP: 213.219.157.101



COMPLETED

**21 / 11 / 2022**

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The document has been completed.