

Fill in this information to identify the case:

Debtor Enviva Inc.

United States Bankruptcy Court for the: Eastern District of Virginia
(State)

Case number 24-10453

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>BayWa AG</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>BayWa AG</u> <u>c/o Michael D. Mueller, Esq.</u> <u>Williams Mullen</u> <u>200 S. 10th Street, Suite 1600</u> <u>Richmond, VA 23219, USA</u>	<u>BayWa AG</u> <u>4 Arabellastrasse</u> <u>Munich, Germany 81925</u>
	Contact phone <u>804-420-6332</u>	Contact phone <u>+49 89 9222 2168</u>
	Contact email <u>mmueller@williamsmullen.com</u>	Contact email <u>ulrich.nath@baywa.de</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 11292960.60. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Damages for non-compliant delivery and breach of contract

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/13/2024
MM / DD / YYYY

/s/Michael D. Mueller
Signature

Print the name of the person who is completing and signing this claim:

Name Michael D. Mueller
First name Middle name Last name

Title Counsel

Company Williams Mullen
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2695 | International (310) 751-2601

Debtor: 24-10453 - Enviva Inc. District: Eastern District of Virginia, Alexandria Division		
Creditor: BayWa AG c/o Michael D. Mueller, Esq. Williams Mullen 200 S. 10th Street, Suite 1600 Richmond, VA, 23219 USA Phone: 804-420-6332 Phone 2: Fax: 804-420-6507 Email: mmueller@williamsmullen.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Disbursement/Notice Parties: BayWa AG 4 Arabellastrasse Munich, Germany, 81925 Phone: +49 89 9222 2168 Phone 2: Fax: E-mail: ulrich.nath@baywa.de DISBURSEMENT ADDRESS		
Other Names Used with Debtor:		Amends Claim: No Acquired Claim: No
Basis of Claim: Damages for non-compliant delivery and breach of contract	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 11292960.60	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Michael D. Mueller on 13-Jun-2024 4:11:48 p.m. Eastern Time Title: Counsel Company: Williams Mullen		

ADDENDUM

In the United States Bankruptcy Court for the Eastern District of Virginia

In re: Enviva Inc., Case No. 24-10453

Proof of Claim of BayWa AG (the “Claim”)

Background. On March 12, 2024 Enviva Inc. (the “Debtor”) filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the “Petition Date”). On April 12, 2024, the Court entered an *Order (I) Establishing Bar Dates and Procedures and (II) Approving the Form and Manner of Notice Thereof* which established a deadline for all non-governmental proofs of claim to be filed by June 14, 2024 at 5:00 p.m. (Eastern Prevailing Time) [Docket No. 321].

Description and Amount of Claim.¹

BayWa AG (“BayWa”) asserts a claim in the aggregate amount to **\$11,292,960.60**. This is broken down as follows:

BayWa and the Debtor entered into a CIF Biomass Fuel Supply Agreement (the “Supply Agreement”) dated August 2, 2022, attached hereto as Exhibit 1. The Debtor has failed to fulfill the condition precedent pursuant to Section 3.2.2. (c) and (d) and failed to comply with the quality requirements in the Supply Agreement (including without limitation as specified in Section 9.1 as well as quality requirements implied by law). BayWa terminated the Supply Agreement by letter dated November 24, 2022, attached hereto as Exhibit 2.

Although the Debtor acknowledged the Supply Agreement had been terminated for future shipments due to the Debtor’s failure to meet the standards required by Section 9.2.1, the Debtor was obligated (a) to use commercially reasonable endeavors to conform 2022 Shipment No. 1 to the Specifications as defined in the Supply Agreement and (b) to propose a plan for achieving this. The Debtor failed to use commercially reasonable endeavors to conform 2022 Shipment No.1 to the Specifications and failed to assist BayWa in finding a commercially viable solution for Shipment No.1.

As a result of the Debtor’s breaches, BayWa has suffered damages as follows:

1. Reimbursement of damages suffered in relation to remaining pellets

The samplings taken at the discharge port show a diameter of more than 7 mm (*see* Exhibit 3 attached hereto), deviating from the Specifications standard set out in Schedule 1 to Annex A of the Supply Agreement.

Furthermore, the temperature of the biomass increased significantly by more than 50C upon arrival, indicating a latent defect and lack of provision of valid ENPlus A1 quality as defined in Annex A Nr.1. According to Version 3 of the ENplus Handbook, valid at the time of delivery and attached hereto as Exhibit 4, the temperature threshold values for ENplus A1 quality are $\leq 40C$. As evidenced in the inspection report attached hereto as Exhibit 5, the temperature was above the temperature threshold on November 21, 2022. Furthermore, the export report attached hereto as Exhibit 6 shows non-compliance with EnPlus A1 quality standards and therefore non-compliance with the Specifications.

Given these circumstances, BayWa was unable to use Shipment No. 1. Furthermore as Shipment No.1 was deteriorating rapidly, and the rotting process had set in, BayWa was required to sell the pellets. As communicated to the Debtor, it was difficult to achieve a sale given the state of the pellets, but BayWa managed to find a buyer for the remaining 29,599.62 tons pellets (after subtracting 11% generated fines from Shipment No.1) at a price of €132/ton (= \$144.6192/ton based on an exchange rate on April 14, 2023 14:40 of €1= \$1.0956). This sale price was significantly less than the purchase price of \$390/ton and results from the lack of ENplus A1 quality.

¹ Creditor reserves the right to amend this Claim, and the amounts asserted herein, to account for forthcoming reconciliation of the obligations.

BayWa therefore asserts losses in the amount of \$8,800,023.91, consisting of (i) a loss of \$245.381/ton for lack of compliance, for the total amount of Shipment No.1, amounting to \$7,263,178.44 for 29,599.62 tons plus (ii) interest at 24% per annum for the period from the date of termination of the Supply Agreement, May 24, 2023 through the Petition Date in the amount of \$1,536,845.47 (See Exhibit 7 attached hereto).

2. *Reimbursement due to fines generated*

As evidenced in Exhibit 8 (field test) attached hereto, fines incurred for the Shipment No.1 amount to 11% of the total shipment, meaning 3,658.38 tons and deviating from the agreed upon 5%. The loss of biomass means that BayWa was able to sell only the 3,658.38 tons pellets (bought at \$390/ton) as fines for the price of €25/ton (\$27.39/ton based on an exchange rate on April 14, 2023 14:40 of €1= \$1.0956), amounting to a loss of \$362.61/ton.

BayWa therefore asserts damages in the amount of \$1,653,335.24 consisting of (i) damages in the amount of \$362.61/ton, equating to \$1,326,565.17 (362.61 x 3,658.38 tons) plus (ii) interest at 24% per annum for the period from the date of termination of the Supply Agreement, April 1, 2023 through the Petition Date in the amount of \$326,770.07 (See Exhibit 9 attached hereto).

3. *Reimbursement of Storage Costs*

Due to the Debtor's non-compliance with the Supply Agreement as set forth above, BayWa suffered storage costs amounting to €766,339.41 (\$839,601.46 based on an exchange rate on April 14, 2023 14:40 of €1= \$1.0956) (See Exhibit 10 attached hereto).

BayWa's claim for storage costs amounts to \$839,601.46.

List of Exhibits:

<u>Exhibit 1</u>	Supply Agreement
<u>Exhibit 2</u>	Termination letter
<u>Exhibit 3</u>	Picture showing diameter
<u>Exhibit 4</u>	ENplus Handbook
<u>Exhibit 5</u>	Inspection report
<u>Exhibit 6</u>	Export report
<u>Exhibit 7</u>	Sieve Analysis
<u>Exhibit 8</u>	Storage Costs

Reservation of Rights. Submission of this Claim is filed to protect BayWa from forfeiture of certain of its claims. Filing of this Claim is not and should not be construed to be: (a) a waiver or release of BayWa's rights against any other entity or person liable for all or part of any claim described herein; (b) consent by BayWa to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving BayWa; (c) consent by BayWa to the treatment of any non-core claim against it as a core claim; (d) a waiver of the right to withdraw the reference with respect to the subject matter of this Claim, any objection or other proceedings commenced with respect thereto, or any other proceedings commenced in this case against or otherwise involving BayWa; or (e) an election of a remedy that waives or otherwise affects any other remedy of BayWa. BayWa expressly reserves the right to amend or supplement this Claim in any respect, and to file additional proofs of claim for any additional claim or claims, and to assert any administrative claim or claims that BayWa may have against the Debtor.

Additional and supplementary documentation for the Claim may be obtained by submitting an appropriate written request to:

Michael D. Mueller, Esquire
Williams Mullen
200 South 10th Street, Suite 1600
Richmond, Virginia 23219
Email: mmueller@williamsmullen.com

Counsel to BayWa AG

EXHIBIT 1

Execution Version

CIF BIOMASS FUEL SUPPLY AGREEMENT

2 August 2022

between

BAYWA AG

as Buyer

and

ENVIVA INC.

as Seller

Two handwritten signatures in blue ink, one on the left and one on the right, positioned at the bottom right of the page.

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Annex A: Special Terms
Annex B: Addresses for Notices



CIF BIOMASS FUEL SUPPLY AGREEMENT

This CIF Biomass Fuel Supply Agreement is entered into as of 2 August 2022 (the “*Effective Date*”) by and between BayWa AG, a German corporation (“*Buyer*”) and Enviva Inc., a Delaware corporation (“*Seller*”, and together with Buyer, each a “*Party*” and collectively the “*Parties*”).

WHEREAS, Seller wishes to sell, and Buyer wishes to buy, Biomass (as hereinafter defined) on the terms set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, except as otherwise expressly provided (or unless the context otherwise requires), the following terms shall have the following meanings:

“2022 Shipment No. 1”	As defined in Section 3.2.2(a).
“2023 Shipment No. 2”	As defined in Section 3.2.2.
“Act of Insolvency”	<p>The occurrence of any one or more of the following events in respect of a Person:</p> <ul style="list-style-type: none"> (a) being dissolved (other than pursuant to a solvent consolidation, amalgamation or merger), becoming insolvent, being unable to pay its debts or failing, or admitting in writing its general inability to pay its debts as they become due; (b) making a general assignment, arrangement or composition with or for the benefit of its creditors; (c) instituting or having instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition being presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, that proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not withdrawn, dismissed, discharged, stayed or restrained in each case within thirty (30) days of the institution or presentation of that proceeding or petition; (d) having a resolution passed for its winding-up, official management or liquidation (other than pursuant to a solvent consolidation, amalgamation or merger); (e) seeking or becoming subject to the appointment of an administrator, administrative receiver, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; or

	(f) causing or being subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in the foregoing clauses (a) through (e) (inclusive).
<i>“Affected Party”</i>	As defined in <u>Section 17.1.2.</u>
<i>“Affiliate”</i>	With respect to any Person, any other Person that is directly or indirectly controlling, controlled by or under common control with, such Person; <u>provided</u> that for purposes of this definition, “control” means the power to direct or cause the direction of the management and policies of a Person, directly or indirectly, whether through the ownership of voting interests, by contract or otherwise, and “controlling,” “controlled by” and “under common control with” have corresponding meanings.
<i>“Agreement”</i>	This CIF Biomass Fuel Supply Agreement, including all Annexes and Schedules hereto.
<i>“Applicable Law”</i>	Any applicable law, statute, rule, regulation, ordinance, Permit, decision, order, judgment, agreement, directive, grant, concession, policy or other requirement and any form or decision of or determination by, or interpretation of any of the foregoing by, any Government Entity, in each case whether now or hereafter in effect.
<i>“ARA”</i>	Amsterdam, Antwerp, Ghent, or Rotterdam.
<i>“BayWa Facility”</i>	Storage point in Southern Germany which is accessible from ARA by a barge-to-truck logistics chain utilizing no more than one barge and one truck each per Shipment delivery.
<i>“Base Annual Quantity”</i>	As defined in the Special Terms.
<i>“Base Price”</i>	As defined in the Special Terms.
<i>“Base Shipment Size”</i>	As defined in the Special Terms.
<i>“Base Stow Factor”</i>	As defined in the Special Terms.
<i>“Basic Bunker Fuel Adjustment”</i>	As defined in the Special Terms.
<i>“Biomass”</i>	Wood pellets that conform to the Specifications.
<i>“Business Day”</i>	Any day upon which banks are open for business in New York, New York, and Munich, Germany, as applicable.
<i>“Buyer”</i>	As defined in the introductory paragraph hereof.
<i>“Buyer’s Shortfall”</i>	As defined in <u>Section 15.2.</u>
<i>“Challenge Independent Laboratory”</i>	As defined in <u>Section 11.4.2.</u>
<i>“Challenge Quality Analysis Certificate”</i>	As defined in <u>Section 11.4.2.</u>
<i>“Challenge Sample”</i>	As defined in <u>Section 10.4.2(b).</u>
<i>“Change in Law”</i>	The introduction, adoption, promulgation, coming into effect, modification, change in interpretation or application, repeal, replacement, or other change, in each case after the Effective Date of any Applicable Law by any Government Entity.

“Charter Party”	A contract whereby an Owner contracts with Seller for the transportation of one or more Shipments.
“CIF”	Cost, Insurance and Freight as per Incoterms.
“Commencement Date”	As defined in the Special Terms.
“Compliance Change”	As defined in Section 22.2.
“Confidential Information”	As defined in Section 19.1.
“Contract Quantity”	The Base Annual Quantity to be delivered pursuant hereto during the Term, expressed in Tonnes, without consideration of Seller’s option to vary the Annual Quantity in accordance with the Special Terms.
“Contract Year”	As defined in the Special Terms.
“Default Rate”	The lesser of (a) two percent (2%) per month and (b) the maximum rate permitted by Applicable Law.
“Defaulting Party”	As defined in Section 18.1.1.
“Discharge Port”	A port at which Buyer is to discharge Biomass in accordance herewith, as specified in the Special Terms.
“Discharge Port Procedures”	With respect to any Discharge Port, the policies and procedures in effect from time to time with respect to docking, berthing, discharging and similar matters.
“Discharge Rate”	As defined in the Special Terms.
“Dispute”	As defined in Section 23.2.1.
“Early Termination Date”	As defined in Section 18.2.1.
“Early Termination Payment”	As defined in Section 18.2.1.
“Effective Date”	As defined in the introductory paragraph hereof.
“ETA”	Estimated time of arrival.
“Expiry Date”	As defined in the Special Terms.
“Extraneous Material”	Material not included in the Specifications and not normally a constituent of Biomass, in quantities which would reasonably be expected to cause damage to handling equipment or burners. Examples of Extraneous Material may include pieces of metal, stone or foreign objects.
“Financing Party”	Any Person that provides debt, loans, credit or credit support, acts as counterparty on any interest rate or currency hedging arrangements, or provides other financing, to Seller.
“First Installment”	As defined in Section 13.2.1.
“FM Quantity”	As defined in Section 17.3.1.
“Force Majeure Event”	As defined in Section 17.1.2.
“Gigajoule” or “GJ”	One billion (1,000,000,000) Joules.
“Government Entity”	Any national, multi-national, regional, provincial, municipal or local authority, department, body, board, instrumentality, commission, corporation, branch, directorate, agency, ministry, court, tribunal, judicial authority, legislative body, administrative body, regulatory

	body, port authority, autonomous or quasi-autonomous entity or taxing authority or any political subdivision of any of the foregoing and any Person (whether autonomous or not) exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any of the foregoing entities, having jurisdiction over the Person or matter in question.
“Government Official”	As defined in <u>Section 25.13</u> .
“Handling Step”	Any action taken to discharge, load, store, transfer, or otherwise move Biomass under this Agreement. For the avoidance of doubt, and as an example, each of the following shall each be considered one Handling Step: (i) the transfer of Biomass from a Vessel at the Discharge Port to a barge for inland transportation, (ii) the transfer of Biomass from a barge to a vehicle, (iii) unloading of a vehicle to a store and (iv) movement of Biomass through a transfer point on a conveyor belt.
“IEC”	International Electrotechnical Commission.
“IMO”	International Maritime Organization.
“Incoterms”	International Chamber of Commerce Incoterms® 2020 or such other version of such terms as the Parties may agree in writing shall apply.
“Independent Inspection Company”	As defined in <u>Section 10.2.1</u> .
“Independent Laboratory”	As defined in <u>Section 10.4.2(a)</u> .
“ISO”	International Organization for Standardization.
“Joule” or “J”	A joule as defined in ISO 1000:1992 (E).
“Load Port”	Any port to which Seller is to deliver Biomass, as nominated in accordance with the Special Terms.
“Load Port Weight Certificate”	As defined in <u>Section 12.1</u> .
“Lot Samples”	As defined in <u>Section 10.4.1</u> .
“Market Price”	<p>The price as indicated by Argus “Industrial Wood Pellets 90 day Index CIF NWE USD/MT current month average” for the relevant period for wood pellets plus a premium of \$25/MT.</p> <p>If Argus CIF NWE is not published with respect to the relevant period, unless the Parties mutually agreed to a new market index, the Market Price shall be determined by taking the average of price quotations obtained by the non-defaulting Party for wood pellets of similar quality and quantity as Biomass over the relevant period from at least two (2) and no more than three (3) independent internationally recognized dealers/brokers or counterparties (such dealers/brokers or counterparties to be appointed by the non-defaulting Party).</p> <p>For the avoidance of doubt, the non-defaulting Party is not obliged to enter into any replacement transaction to determine the Market Price.</p>
“Master”	The captain of the relevant Vessel.
“Non-Affected Party”	As defined in <u>Section 17.1.2</u> .

“Non-Defaulting Party”	As defined in <u>Section 18.1.1</u> .
“NOR”	A “notice of readiness” tendered by a Master confirming a Vessel’s readiness to discharge cargo at the Discharge Port.
“Office Hours”	The period between 09.00 and 17.00 hours (local time) on a Business Day.
“Owner”	The owner or operator of a Vessel.
“Party” and “Parties”	As defined in the introductory paragraph hereof.
“Permit”	Any waiver, franchise, exemption, variance, permit, clearance, registration, authorization, consent, decree, approval, license, filing, privilege, ruling, certification or order from or required to be obtained or maintained by any Government Entity.
“Person”	Any natural person, corporation, company, partnership (general or limited), limited liability company, business trust, Government Entity or other entity or association.
“Primary Quality Analysis Certificate”	As defined in <u>Section 10.4.2(a)</u> .
“Quarter”	A calendar quarter.
“Regulatory Bunker Fuel Adjustment”	As defined in the Special Terms.
“Rejection Limit”	As defined in the Special Terms.
“Rules”	As defined in <u>Section 23.2.1</u> .
“Second Installment”	As defined in <u>Section 13.2.2</u> .
“Seller”	As defined in the introductory paragraph hereof.
“Seller’s Field Test Certificate”	As defined in <u>Section 10.5</u> .
“Seller’s Shortfall”	As defined in <u>Section 15.1</u> .
“Seller’s Shortfall Payment”	As defined in <u>Section 15.1</u> .
“Shipment”	A consignment of Biomass to be shipped on board Vessel(s) and delivered by Seller to Buyer hereunder.
“Shipment Price”	As defined in <u>Section 13.1</u> .
“Shipment Size”	As defined in the Special Terms.
“Special Terms”	The Special Terms attached hereto as Annex A.
“Specifications”	The quality specifications for the Biomass to be delivered pursuant to this Agreement as set out in the Special Terms.
“SSHINC”	Saturdays, Sundays and holidays included.
“Tax”	Any present or future tax, levy, impost, duty, charge, assessment, royalty, tariff or fee of any nature (including interest, penalties and additions thereto) that is imposed by any Government Entity (whether or not for its benefit) in respect of any payment, nomination or allocation under this Agreement, and “ Taxes ” shall be construed accordingly. For the avoidance of doubt, Tax shall exclude: (a) any tax on net income or wealth; (b) a stamp, registration, documentation or similar tax; and (c) VAT.
“Term”	As defined in <u>Section 3.1</u> .

“Tonne” or “MT”	A metric tonne or one thousand (1,000) kilograms.
“Umpire Laboratory”	As defined in Section 11.4.4.
“Umpire Quality Analysis Certificate”	As defined in Section 11.4.4.
“Umpire Sample”	As defined in Section 10.4.2(b).
“USD” or “\$”	United States Dollars.
“VAT”	Value-added tax and/or similar taxes.
“Vessel Requirements”	As defined in Section 6.5.4.
“Vessel”	An ocean or sea-going vessel to be used to load and carry a Shipment hereunder.
“WWD”	A working day, or part thereof, of 24 consecutive hours except for any time when weather prevents the loading or discharging of the Vessel or would have prevented it, had work been in progress.

2. GENERAL

- 2.1 Key Obligations of the Parties. Seller shall sell and deliver to Buyer, and Buyer shall purchase and receive from Seller, Biomass at the Shipment Price in accordance with this Agreement.
- 2.2 Interpretation. Except as otherwise set forth herein, or where the context of this Agreement otherwise requires:
- 2.2.1 headings and titles are for convenience only and do not affect the interpretation of this Agreement;
- 2.2.2 the gender of all words used herein shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural;
- 2.2.3 the terms “hereof”, “herein,” “hereto” and similar words refer to this entire Agreement and not any particular Section, Annex or any other subdivision of this Agreement;
- 2.2.4 references to “Section” or “Annex” are to this Agreement unless specified otherwise;
- 2.2.5 reference to “this Agreement” (including any Annex hereto) or any other agreement or document shall be construed as a reference to such agreement or document as the same may be amended, modified, supplemented or restated, and shall include a reference to any agreement or document which amends, modifies, supplements or restates, or is entered into, made or given pursuant to or in accordance with its terms;
- 2.2.6 subject to Section 22, references to any law, statute, rule, regulation, notification or statutory provision (including Applicable Laws) shall be

construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

- 2.2.7 references to any Person shall be construed as a reference to such Person's successors and permitted assigns;
- 2.2.8 references to "days" shall refer to calendar days;
- 2.2.9 "includes", "including" and similar phrases shall mean "including, without limitation"; and
- 2.2.10 all Annexes are incorporated herein and made a part of this Agreement for all purposes.

3. TERM AND CONDITIONS PRECEDENT

3.1 Term. Subject to Section 3.2, this Agreement is effective as of the Effective Date and shall remain in force through and including the Expiry Date, unless sooner terminated in accordance herewith (the "*Term*").

3.2 Conditions Precedent.

3.2.1 All rights and obligations of the Parties under this Agreement with respect to the first Contract Year shall commence on the Effective Date. All rights and obligations of the Parties under Section 2 (General), this Section 3 (Term and Conditions Precedent), Section 15.7 (No Punitive, Consequential or Similar Damages), Section 19 (Confidentiality) and Sections 21 (Assignment) to 25 (Miscellaneous) (inclusive) shall commence on the Effective Date. In the event of any inconsistency between the terms of this Section 3 and any other terms of the Agreement, the terms of this Section 3 shall prevail.

3.2.2 All rights and obligations of the Parties under this Agreement with respect to the first Shipment of the second Contract Year ("*2023 Shipment No. 1*") shall commence on the date on which Buyer notifies Seller that Buyer has either satisfied or waived all the following conditions precedent:

- (a) Buyer has successfully secured storage in the Discharge Port for the first Shipment of the first Contract Year ("*2022 Shipment No. 1*");
- (b) Buyer has successfully secured inland logistics to transport 2022 Shipment No.1 from the Discharge Port to the BayWa Facility;
- (c) The quality of 2022 Shipment No. 1 as determined in accordance with this Agreement conforms with the Specifications; and
- (d) Buyer has caused an independent inspection company (that complies with ISO/IEC 17020) at Buyer's expense to perform field



tests in accordance with ISO 18846, and such independent inspection company has certified that the fines generated by each Handling Step of 2022 Shipment No. 1 between the Discharge Port and final storage at the BayWa Facility do not exceed one and a half percent (1.5%) per Handling Step; *provided* that (i) the Parties shall endeavor to limit such fine increases to one percent (1%) per Handling Step, and (ii) Buyer shall use commercially reasonable endeavours to procure that 2022 Shipment No. 1 is exposed to minimal handling and degradation between discharge at the Discharge Port and final storage at the BayWa Facility.

3.2.3 If the conditions precedent referred to in Section 3.2.2 are not satisfied or waived by Buyer within forty-two (42) days after completion of discharge of 2022 Shipment No. 1 at the Discharge Port, then Buyer may terminate this Agreement by notice to Seller, and no Party shall be liable to the other Party for damages or costs or expenses, or have any further liabilities, obligations or rights under this Agreement (other than those that have already accrued under Section 3.2.1); *provided, however*, that if Buyer does not exercise its termination right under this Section 3.2.3 within thirty (30) days from the first day when Buyer is entitled to exercise such termination right, then the conditions precedent referred to in Section 3.2.2 shall be deemed waived by Buyer.

3.2.4 All rights and obligations of the Parties under this Agreement with respect to the remainder of the Contract Quantity shall commence on the date on which Buyer notifies Seller that the condition precedent requiring the quality of 2023 Shipment No. 1 to conform with the Specifications, as determined in accordance with this Agreement, has been satisfied by Seller or waived by Buyer.

3.2.5 If the condition precedent referred to in Section 3.2.4 is not satisfied or waived by Buyer within two (2) Business Days after completion of discharge of 2023 Shipment No.1 at the Discharge Port, then this Agreement shall automatically be null and void, and no Party shall be liable to the other Party for damages or costs or expenses or have any further liabilities, obligations or rights under this Agreement (other than those that have already accrued under Section 3.2.1 and with respect to 2023 Shipment No.1).

4. WARRANTY OF TITLE

4.1 Warranty of Title. Seller warrants that (a) it is able to fully and lawfully transfer title of each Shipment to Buyer and (b) the Biomass delivered hereunder shall be (to the extent Seller has received payment from Buyer) free from any liens, charges, encumbrances, and claims of any kind.



4.2 Transfer of Title and Risk. Title and risk of loss or damage to each Shipment shall pass from Seller to Buyer when the Biomass is placed onboard the Vessel at the Load Port.

5. DELIVERY

5.1 Terms of Delivery. Except where otherwise inconsistent with the express terms of this Agreement, CIF Discharge Port Incoterms shall apply. For the avoidance of doubt, and notwithstanding Seller's shipping obligations pursuant to Section 6, delivery of all Biomass hereunder shall be final and effective upon passage of title to Buyer at the Load Port.

5.2 Delivery Schedule/Load Port. Seller shall deliver Biomass at the Load Port(s) in quantities, at a frequency and pursuant to the Specifications.

5.3 Export/Import License.

5.3.1 Seller shall obtain any export license or other official authorization and shall carry out all customs formalities necessary for the export of each Shipment in a timely manner such that the loading and delivery of such Shipment are not delayed. All costs associated with such licenses, authorizations and formalities, including the direct costs reasonably incurred caused by any delay with respect thereto (except to the extent caused by an act or omission of Buyer, for which Buyer shall be responsible), are for the account of Seller.

5.3.2 Buyer shall obtain any import license or other official authorization and shall carry out all customs formalities necessary for the import of each Shipment in a timely manner such that the arrival and discharging of such Shipment are not delayed. All costs associated with such licenses, authorizations and formalities, including the direct costs reasonably incurred caused by any delay with respect thereto (except to the extent caused by an act or omission of Seller, for which Seller shall be responsible), are for the account of Buyer. For the avoidance of doubt, as between Buyer and Seller, Buyer is the importer of record.

6. LOADING AND OCEAN/SEA TRANSPORTATION

6.1 Loading. Seller shall load the Biomass onto the Vessel(s) at its own risk and expense and in all material respects in compliance with Applicable Law.

6.2 Ocean/Sea Transportation. Seller shall make all necessary arrangements for carriage of Shipments to the applicable Discharge Port.

6.3 Seller shall provide Buyer an ETA of the Vessel at the Load Port no later than seven (7) days prior to such ETA and promptly update Buyer with respect to any significant changes in such ETA. All information provided by Seller to Buyer pursuant to this Section 6.3 shall be indicative only and not binding.



- 6.4 Seller shall procure and promptly provide to Buyer a copy of the bill(s) of lading issued by the Master(s) (or Owner's authorized agent) consigned to Buyer's order, and evidencing the Shipment(s) on board the Vessel(s) in apparent good order and condition.
- 6.5 Vessel Nomination and Notices.
- 6.5.1 Seller shall determine the Load Port and Shipment Size of each Shipment in accordance with the Special Terms.
- 6.5.2 Seller shall notify Buyer of the Vessel nominated by Seller for each Shipment by no later than seven (7) days prior to commencement of loading such Shipment. Such notification (and any notification for a substitute Vessel pursuant to Section 6.5.3) shall include (a) the Vessel(s) for the carriage of that Shipment including the Vessel's name and IMO number, (b) the demurrage rate specified in the applicable Charter Party, and (c) the approximate quantity of Biomass to be loaded.
- 6.5.3 Seller may substitute a different Vessel for any nominated Vessel; provided that the substitute Vessel has an ETA at the Load Port not substantially later than the originally nominated Vessel, unless otherwise agreed by Buyer. Seller shall notify Buyer of any proposed Vessel substitution not later than two (2) Business Days before the ETA of the original Vessel at the Load Port.
- 6.5.4 Each Vessel nominated by Seller, including each substitute Vessel, shall meet the following requirements ("*Vessel Requirements*"):
- (a) be a single deck self-trimming bulk carrier;
 - (b) be geared or non-geared;
 - (c) be classed Lloyds 100 A1 or equivalent by the applicable classification society;
 - (d) be of such design and construction as not to interfere with, delay or disrupt discharging of the Vessel;
 - (e) comply with all applicable Discharge Port Procedures;
 - (f) have a maximum age of twenty-five (25) years; and
 - (g) be in compliance with the requirements of the International Management Code for the Safe Operation of Ships and for Pollution Prevention (ISM Code). Seller shall provide Buyer copies of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) upon request.



- 6.5.5 Buyer may only reject a Vessel nominated by Seller if (a) the Vessel does not meet the Vessel Requirements, and (b) Buyer notifies Seller of the rejection within one (1) Business Day in Germany of Seller's notice of nomination pursuant to Section 6.5.2 or Section 6.5.3.
- 6.5.6 Each Party shall use the IMO number provided pursuant to Section 6.5.2 on all correspondence, documents, analysis and invoices relating to such Shipment.
- 6.6 Discharge Port Information Exchange. Buyer shall keep Seller reasonably informed of (a) all Discharge Port Procedures and (b) any material regulations and limitations specified by the harbor authorities at the Discharge Port.
- 6.7 Seller shall provide Buyer an ETA of the Vessel at the Discharge Port within two (2) Business Days following completion of loading and promptly update Buyer with respect to any significant changes in such ETA. All information provided by Seller to Buyer pursuant to this Section 6.7 shall be indicative only and not binding.
- 6.8 Insurance.
- 6.8.1 Without limiting Seller's liability hereunder, Seller shall procure and maintain during the performance of its obligations, at its own expense, insurance, against all risks of carriage including marine, war, strikes, riots and civil commotions, for the benefit of Buyer, in an amount equal to one hundred ten percent (110%) of the Base Price for each Shipment multiplied by the weight of such Shipment. The minimum requirements of such insurance shall be as follows:
- (a) insurance shall be with insurance companies who possess a credit rating from A.M. Best at least equal to A-VII;
 - (b) insurance shall be in accordance with the provisions of a standard Lloyd's Marine Insurance Policy or equivalent and which provides coverage on an "all risks" basis including for loss resulting from spontaneous combustion, all with deductibles no greater than one-half of one percent (0.5%) of the whole Shipment value;
 - (c) insurance shall incorporate (i) the Institute Cargo Clauses (A) dated January 1, 2009, (ii) Institute War Clauses dated January 1, 2009, and (iii) Institute Strike Clauses (Cargo) dated January 1, 2009; without deductibles;
 - (d) insurance shall be effective from the time when title passes from Seller to Buyer to quayside at the Load Port;
 - (e) the benefit of such insurance shall pass to Buyer simultaneously with the passing of the risk in the Biomass to Buyer;



- (f) Buyer and any person providing funding to Buyer shall be named as loss payees as far as their interests appear; and
- (g) the insurance policy or certificate of insurance is to be fully transferable and shall be passed to Buyer promptly following the benefit in such insurance and the risk in the Biomass having passed to Buyer in accordance with Section 6.8.1(e).

6.8.2 Seller shall, at the request of Buyer, produce certified copies of the policies or insurance certificates with the necessary information, including the expiry date, relating to all insurances taken out by Seller in accordance with Section 6.8.1.

6.9 Agents. Buyer may appoint an agent to act as its authorised agent at the Load Port. Seller may appoint an agent to act as its authorised agent at the Discharge Port. Each Party may rely upon the other Party's authorised agent and the actions of any such authorised agent shall be binding upon the appointing Party. Seller and Buyer may nominate for Owner's consideration the Vessel's agent at the Load Port and Discharge Port, respectively.

7. DISCHARGE

7.1 Notice of Readiness; Laytime. Buyer is permitted an amount of laytime at the Discharge Port determined by dividing the bill of lading weight by the Discharge Rate. Seller shall cause the NOR to be tendered by the Vessel at the Discharge Port by telex, radio, email or telephone (and if by radio or telephone, subsequently confirmed in writing) to Buyer. NOR may be tendered upon arrival of the Vessel at the Discharge Port, any time day or night, SSHINC, whether in port or not, whether in berth or not, whether in free pratique or not and whether customs cleared or not. Laytime shall commence upon the earlier of (a) twelve (12) hours after NOR is tendered and (b) when the Vessel is all fast alongside the discharging berth, any time day or night, in free pratique or not and whether customs cleared or not, SSHINC. Laytime shall cease counting upon completion of discharging and, if applicable, completion of final draft survey.

7.2 Demurrage. Seller may provide laytime calculations and related invoices to Buyer from time to time and shall provide the final calculations and invoice within ten (10) Business Days after discharging is complete. Such calculations shall be final and binding unless disputed by Buyer within ten (10) Business Days following delivery thereof by Seller, with any such dispute to be accompanied by reasonable supporting documentation and, if not resolved by the Parties within fifteen (15) Business Days, resolved in accordance with Section 23.2. If laytime used exceeds laytime allowed, Buyer shall pay demurrage to Seller for such exceedance. Any such exceedance (a) of no more than 360 hours shall be paid at the rate nominated by Seller pursuant to Section 6.5.2, (b) over 360 hours but no more than 720 hours shall be paid at twice the nominated rate and (c) over 720 hours shall be paid at four times the nominated rate. For the avoidance of doubt, once demurrage has begun,



it shall continue until the Biomass has been completely discharged from the Vessel pursuant to this Section 7 and the Special Terms. If laytime used is less than laytime allowed, Seller shall pay despatch to Buyer for all laytime saved at the rate nominated by Seller which shall in any event be consistent with the rate specified in the relevant Charter Party. The Party owing demurrage or despatch pursuant to this Section 7.2 shall pay such owed amounts within ten (10) Business Days following receipt of the invoice therefor.

7.3 Costs.

7.3.1 Buyer shall pay (a) all costs in connection with discharging the Shipment at the Discharge Port, including stevedore costs and all cargo dues or charges related to the Biomass at the Discharge Port or country of destination; (b) all discharging arrangements with Government Entities, stevedores, Owner(s) and other third parties at the Discharge Port; (c) Owner(s) for any damages to the Vessel and/or all time used or lost as a result of such damages, and Buyer shall settle any such claims with Owner(s) directly; and (d) for repairs of any damages to the Vessel, with any time lost as a result of such repairs to count as laytime. Seller, if requested by Buyer, shall render reasonable assistance to Buyer in conjunction with Buyer's discussions with Owner(s).

7.3.2 Buyer shall pay all duties, fees, Taxes, quay dues and any other charges due at the Discharge Port in respect of the Vessel, as well as pilotage, mooring and towage expenses incurred at the Discharge Port.

7.3.3 All amounts payable by Buyer in accordance with this Section 7.3 shall be invoiced and paid pursuant to Section 13.4.

7.4 Overtime. Costs for stevedoring overtime at the Discharge Port called for by Seller shall be for Seller's account. Costs for all other overtime at the Discharge Port shall be for Buyer's account.

7.5 Safe Berth. Buyer guarantees to Seller a safe port and a safe berth facility or area for the Vessel at the Discharge Port that can accommodate Vessels meeting the Vessel Requirements and where the Vessel can safely reach and safely leave and always lie safely afloat.

7.6 Buyer shall promptly discharge each Shipment in compliance with (a) the International Maritime Solid Bulk Cargoes Code (IMSBC Code), 2016 edition, (b) all Applicable Laws and (c) the Master's instructions.

8. [NOT USED]

9. QUALITY

9.1 Quality Requirements.



- 9.1.1 Biomass delivered hereunder shall comply with the Specifications.
- 9.1.2 Seller shall cause each Shipment, when loaded, to be of substantially uniform quality; free of material amounts of Extraneous Material; free flowing; readily able to be unloaded and handled; and fully suited for bulk sea transport, free grab discharge, and inland transport.

9.2 Non-Compliance with Quality Requirements.

- 9.2.1 If a Shipment or portion thereof does not comply with Section 9.1.1, in any material respect, Seller shall use commercially reasonable endeavours to conform it to the requirements of Section 9.1.1 and Buyer shall take all reasonable steps requested by Seller to assist therewith; provided that Seller shall be responsible for all reasonable and documented, out of pocket costs incurred by Buyer at Seller's direction. As soon as reasonably practicable after becoming aware that a Shipment or portion thereof does not comply with Section 9.1.1 in any material respect, Seller shall propose to Buyer a plan to conform such non-compliance within a reasonable time period (determined with regard to the nature and extent of the non-compliance). If the Shipment or portion thereof is not so conformed within such reasonable time specified by Seller, Buyer may then reject the Shipment pursuant to Section 14.
- 9.2.2 If the Biomass as delivered is found by Buyer on discharge to contain material amounts of Extraneous Material, Buyer shall inform Seller and Buyer shall appoint an independent surveyor, at Buyer's sole cost and expense, to conduct an inspection of the delivered Biomass. If the independent surveyor verifies that the Biomass supplied by Seller contains material amounts of Extraneous Material, then Buyer may provide written notice thereof to Seller detailing the nature and extent of any such noncompliance and thereupon Seller shall, at its sole cost and expense, conform such non-compliance and Seller shall reimburse Buyer for the cost of the independent surveyor. If Seller fails to conform such non-compliance within a reasonable time (determined with regard to the nature and extent of the non-compliance), Seller shall be required to replace any such defective portion of the Shipment at no cost to Buyer. The amount of such affected portion that is not otherwise replaced shall be deemed a Seller's Shortfall pursuant to Section 15.1; provided, however, that under no circumstances shall Seller be liable for replacement of Biomass or for any costs, damages or losses incurred by Buyer if the Extraneous Material was introduced after the applicable Biomass was loaded onto the Vessel, and Buyer shall bear the burden of proof to establish that such Extraneous Material was present in the Shipment prior to loading.
- 9.2.3 Seller has the right to be represented at its own expense and risk during discharge of Biomass from the Vessel.



9.3 Certificate of Origin. Seller shall provide a certificate of origin, issued by an independent certification organization recognized and acceptable by the customs authorities in the applicable country or countries of destination in respect of each Shipment.

10. SAMPLING

10.1 Each Shipment shall be sampled and tested at the Load Port(s) in accordance with this Section 10.

10.2 Sampling Procedures.

10.2.1 Seller shall select an independent inspection company (subject to Buyer's approval, not to be unreasonably withheld, conditioned or delayed) (the "*Independent Inspection Company*") to, at Seller's expense, take samples of the Biomass at the Load Port(s) during loading of the Vessel.

10.2.2 Buyer may, at its sole cost and expense, appoint its own independent inspection company at the Load Port(s) for supervising and auditing purposes.

10.2.3 Any independent inspection company appointed by either Party shall comply with ISO/IEC 17020, unless and for so long as the Parties otherwise mutually agree.

10.2.4 Each Party has the right, at its own expense, to be represented during all aspects of sampling.

10.3 Sampling Standards. All sampling procedures shall be carried out in accordance with the Specifications and ISO 18135 except to the extent the Parties otherwise mutually agree. All samples collected by an independent inspection company appointed by Buyer shall be sealed.

10.4 Preparation of Samples for Testing.

10.4.1 Seller shall cause the Independent Inspection Company to take samples of the Biomass being loaded onto the Vessel per 2,000 MT lots or per barge (if applicable) ("*Lot Samples*") from various points within the Biomass so as to assemble representative sample(s) of the Biomass shipped, in accordance with the relevant sampling standard pursuant to Section 10.3.

10.4.2 All of the Lot Samples taken in respect of a Shipment shall be combined into a single composite sample which shall be divided into three (3) parts as follows:

- (a) one part, which shall be forwarded to an independent laboratory selected by Seller (subject to Buyer's approval, not to be unreasonably withheld, conditioned or delayed) (the "*Independent*



Laboratory”) which shall analyze such sample, at Seller’s expense, for the parameters indicated for laboratory analysis in the “Performed by” column of the table set forth in the Specifications for purposes of a certificate to be issued by the Independent Laboratory verifying the compliance of the Biomass with the Specifications (the “*Primary Quality Analysis Certificate*”); and

- (b) two parts (a “*Challenge Sample*” and an “*Umpire Sample*”), which shall be forwarded to the Independent Laboratory to be kept in a safe place for at least ninety (90) days for the purpose of additional analysis if required pursuant to Section 11.4.

10.5 Temperature, Fines and Extraneous Materials. Seller shall cause the Independent Inspection Company at Seller’s expense to perform a field test to determine the (a) temperature of, (b) percentage by weight of 3.15 millimeter fines in, and (c) Extraneous Materials in, the Biomass in each Shipment in accordance with the Specifications. Seller shall, or shall cause the Independent Inspection Company to, issue a certificate to both Parties certifying the results of such temperature, fines and Extraneous Materials measurements at the Load Port (“*Seller’s Field Test Certificate*”). Seller’s Field Test Certificate shall be final and binding on the Parties, except in the case of fraud or manifest error.

11. TESTING AND ANALYSIS

11.1 Analysis Standards.

11.1.1 All testing and analysis shall be conducted in accordance with the Specifications. Any independent laboratory appointed by either Party shall be ISO/IEC 17025 accredited.

11.1.2 If, at any time after the Effective Date, (a) testing or analysis standards are implemented which are applicable to the analysis of the Biomass or any of its parameters; (b) a Government Entity requires the use of other standards for the testing or analysis of the Biomass or any of its parameters; or (c) any sampling or testing standard referenced in this Agreement is updated, then, subject to Section 22, the Parties shall agree as soon as reasonably possible the changes necessary to the Specifications to reflect such standard(s), and such changes may be incorporated without requiring amendment to this Agreement.

11.2 Reporting of Analysis Results. All tests and analysis results shall be reported in accordance with this Section 11. Certificate(s) of analysis shall state all seal references of the sample(s).

11.3 Timeliness of Analysis Results. All testing and analysis shall be conducted as soon as possible after sampling but, in any event, no later than seven (7) Business Days after the Independent Laboratory receives the samples and all related instructions.



Seller shall cause the Independent Laboratory to forward the Primary Quality Analysis Certificate directly to Buyer and Seller.

11.4 Final and Binding Quality Analysis:

11.4.1 The Primary Quality Analysis Certificate shall be final and binding on the Parties, save as provided in Section 11.4.2 or Section 11.4.4 or in the case of fraud or manifest error.

11.4.2 Up until seven (7) days after receipt of the analysis results, either Party may at its own expense challenge any fact, finding or result contained in the Primary Quality Analysis Certificate and elect for the Challenge Sample to be submitted to an independent laboratory appointed by such Party and approved by the other Party (the "**Challenge Independent Laboratory**"), such approval not being unreasonably withheld, conditioned or delayed. Such Party shall cause the Challenge Independent Laboratory to analyze the challenged portion of the Primary Quality Analysis Certificate and issue to Buyer and Seller a certificate certifying the results of such analysis (the "**Challenge Quality Analysis Certificate**").

11.4.3 The Parties shall agree on the final values and results to be used for the final quality determination and, unless otherwise agreed, the preference shall be:

- (a) the Primary Quality Analysis Certificate;
- (b) the Challenge Quality Analysis Certificate; or
- (c) the average of the values of the Primary Quality Analysis Certificate and the Challenge Quality Analysis Certificate.

11.4.4 If no agreement can be reached as to which results to use, either or both Parties may cause the Umpire Sample to be submitted to a mutually-agreed independent laboratory (the "**Umpire Laboratory**"). In such case, the appointing Party or Parties shall arrange for the Umpire Laboratory to analyze the challenged portion of the Primary Quality Analysis Certificate and issue to Buyer and Seller a certificate certifying the results of such analysis (the "**Umpire Quality Analysis Certificate**"). In such case, the average value of the parameter(s) in question from the two (2) quality analyses most closely in agreement (i.e., of the Primary Quality Analysis Certificate, the Challenge Quality Analysis Certificate, and the Umpire Quality Analysis Certificate) shall be final and binding for all purposes, save in the cases of fraud or manifest error. The Parties shall equally share all costs of shipping and analysis of the Umpire Sample.

11.4.5 Either Party may, at its own expense, retain sample volumes of Biomass, all Primary Quality Analysis Certificates, Challenge Quality Analysis Certificates and Umpire Quality Analysis Certificates as part of its insurance records for purposes of establishing baseline values for Biomass.



12. **WEIGHT DETERMINATION**

12.1 Measurement of Shipment Weight. The weight of each Shipment shall be determined at the Load Port(s), at Seller's expense, by a draft survey of the loaded Vessel. Any draft survey shall be conducted by an independent licensed marine surveyor appointed by Seller with Buyer's approval, not to be unreasonably withheld, conditioned or delayed. Seller shall cause the surveyor to issue to Buyer and Seller a certificate certifying the weight of the Shipment at the Load Port(s) (the "***Load Port Weight Certificate***"), which shall be final and binding on the Parties and shall be used for the purposes of calculating the Purchase Price for the relevant Shipment, except, in each case, in the case of fraud or manifest error.

13. **PRICING AND PAYMENT**

13.1 Price.

13.1.1 The price for each Shipment (the "***Shipment Price***") shall be equal to: (a) the weight of the Shipment in Tonnes, multiplied by (b) the Base Price for the Shipment (as defined below), plus (c) the Bunker Fuel Adjustment, plus (d) the Discharge Port Adjustment.

13.1.2 The Shipment Price excludes VAT. To the extent that any VAT is properly due in respect of a Shipment, such VAT shall be payable by Buyer at the prevailing rate at the time of invoice.

13.2 Payment. Buyer shall pay the full amount of the Shipment Price for each Shipment in two (2) installments, as follows:

13.2.1 First Installment. Subject to Section 13.5.4, the first installment of the Shipment Price ("***First Installment***") shall be 90% of the Shipment Price based upon the Load Port Weight Certificate and without the Bunker Fuel Adjustment or, if applicable, the Discharge Port Adjustment. Buyer shall, subject to Section 13.5.4, pay the First Installment within seven (7) Business Days following receipt of a valid invoice therefor from Seller, which invoice shall be valid when Buyer has received a copy (or original if specified) of each of the following:

- (a) originals of all clean on board bill(s) of lading, made out to the order of Buyer and signed by the Master (or by Owner's authorized agent if a copy of the Master's authorization is included);
- (b) Primary Quality Analysis Certificate;
- (c) Load Port Weight Certificate;
- (d) Seller's Field Test Certificate; and
- (e) certificate of origin, pursuant to Section 9.3.



13.2.2 Second Installment. The second installment of the Shipment Price (“*Second Installment*”) shall be the remainder of the Shipment Price with the Bunker Fuel Adjustment and, if applicable, the Discharge Port Adjustment. Buyer shall pay the Second Installment upon completion of the discharge of the applicable Shipment and within seven (7) Business Days following Buyer’s receipt of a valid invoice therefor from Seller, which invoice shall include, if applicable, Challenge Quality Analysis Certificate and/or Umpire Quality Analysis Certificate.

13.3 Payment Currency. All payments shall be made in immediately available funds in the currency specified in the Special Terms.

13.4 Obligation of Payment.

13.4.1 Any dispute in relation to any payment in respect of any particular Shipment shall not affect either Party’s obligations in respect of any other Shipment. Buyer shall pay all invoiced amounts when due without setoff or withholding of any kind. All amounts under this Agreement shall be due and payable within fourteen (14) Business Days following receipt of an invoice therefor unless otherwise specified.

13.4.2 Notwithstanding Section 13.4.1, if Buyer disputes in good faith any invoiced amount, Buyer shall not be obligated to pay such disputed portion of the invoiced amount within the required payment term, and shall, prior to the expiration of the payment term, notify Seller in writing of its reasons for withholding the disputed amount. Buyer will thereafter pay such disputed amount to Seller upon and in accordance with the resolution of such dispute in accordance with the Agreement, together with late interest in accordance with Section 13.5.3.

13.5 Interest and Late Payments.

13.5.1 If Buyer fails to pay any portion of the First Installment or the Second Installment in full when due, Seller may, in addition to any other rights and remedies available to it under this Agreement, elect by written notice to Buyer to have title to the Biomass comprising the applicable Shipment revert to Seller, and upon delivery of such notice, title to such Biomass shall immediately pass to Seller, such quantity of Biomass shall be considered Buyer’s Shortfall and Buyer shall pay Seller in respect of such quantity of Biomass in accordance with Section 15.2. Upon such title transfer, Seller shall be relieved of all delivery and other obligations to Buyer with respect of such Shipment. Buyer shall execute all such documents and take all other steps required or requested by Seller to give effect to any passage of title pursuant to this Section 13.5.1, whereupon Seller shall return to Buyer any portion of the applicable Shipment Price theretofore received from Buyer, less any amount owed to Seller pursuant to the first sentence of this Section 13.5.1.



- 13.5.2 Notwithstanding anything to the contrary herein, in no event shall (a) Buyer commence or continue discharging any Shipment prior to payment in full of the First Installment and, to the extent then due and payable, any applicable Second Installment, or (b) Seller be required to commence or complete loading of any Shipment while all or any part of the Shipment Price for such Shipment or any previous Shipment is past due and owing (excluding any disputed amount withheld in accordance with Section 13.4.2), except, in each case, to the extent that such failure of Buyer to timely pay such Shipment Price in full is caused by Seller's failure to timely deliver the invoice therefor or the documentation described in clauses (a) through (e) of Section 13.2.1 to Buyer.
- 13.5.3 Without prejudice to any other rights and remedies under this Agreement or otherwise, if either Party fails to make payment of any amount in full when the same is due and payable under this Agreement, such Party shall pay interest to the other Party on any such outstanding amount at the Default Rate, compounded monthly. Such interest shall accrue until the outstanding amount is paid in full.
- 13.5.4 If Buyer fails to pay when due any portion of the Shipment Price of one or more Shipments on three (3) or more occasions during the Term, then Buyer shall, upon request by Seller, pay the Shipment Price in relation to all future Shipments in advance pursuant to this Section 13.5.4 until it has provided evidence reasonably satisfactory to Seller that the reasons for the previous late payments have been rectified. The First Installment in respect of each such Shipment shall be based upon Seller's estimated loading quantity of such Shipment and shall be due and payable by Buyer by the later of (a) five (5) Business Days following receipt of an invoice therefor from Seller or (b) thirty (30) days prior to Seller's estimated commencement of loading date for such Shipment. In such case, the documents required to accompany the First Installment invoice in Section 13.2.1 shall be required only in respect of the Second Installment.

14. REJECTION

- 14.1 Events of Rejection. Notwithstanding anything to the contrary in this Agreement, Buyer may only reject a part of, or the entirety of, any Shipment after complying with the sampling, inspection and other procedures described in this Agreement, including in Sections 9, 10 and 11; provided, however, that Buyer may not reject all or a portion of any Shipment later than five (5) Business Days after (a) it knew or should have known of the circumstance giving rise to its right to reject, or (b) if earlier, commencement of discharge of the Shipment. Subject to the foregoing sentence, Buyer may reject all or a portion of a Shipment only:
- 14.1.1 as permitted pursuant to Section 9.2.1 where the Shipment (or portion thereof) cannot be conformed to the requirements of Section 9.1;



provided that in any such event, the Parties shall use commercially reasonable endeavours to segregate portions of the Biomass in any Shipment in order to minimize the quantity of Biomass that cannot be conformed to the requirements of Section 9.1 and is, as a result, subject to rejection by Buyer. For the avoidance of doubt, to the extent that any Biomass can be so segregated, the portion of any Shipment that satisfies the requirements of Section 9.1 shall not be subject to rejection by Buyer.

- 14.2 Title and Risk Relating to Rejection. Upon Buyer giving a notice of rejection to Seller, any title and/or risk of the rejected Biomass shall immediately pass to Seller, and Buyer shall be discharged from all obligations under this Agreement in relation to the rejected portion of the Biomass identified in such notice Buyer shall execute all such documents and take all other steps required to give effect to any passage of title pursuant to this Section 14.2. Buyer shall cooperate with Seller to segregate rejected volumes and shall take such actions as Seller may reasonably request to store, transfer or otherwise dispose of such volumes. Seller shall reimburse Buyer for all reasonable and documented, out-of-pocket costs of such storage, transfer or disposal.
- 14.3 Effect of Rejection. If Buyer properly rejects Biomass in accordance with this Section 14, Buyer may, within seven (7) days of such rejection, request that Seller deliver a further quantity of Biomass equal to the quantity rejected, in which event Seller shall comply with Buyer's request as soon as reasonably practicable. Any such further delivery shall be on the same terms as the rejected Shipment or partial Shipment (with such changes with respect to delivery time or Vessel size as the Parties may mutually agree) or such other terms as the Parties may agree. If Buyer does not request that Seller deliver a further quantity under this Section 14.3, such further quantity shall be deemed cancelled and Section 15.1 shall apply.
- 14.4 Reimbursement for Partially-Accepted Biomass. If Buyer rejects only part of a Shipment, the Shipment Price shall be reduced *pro rata* to the amount of the Shipment accepted. If the Shipment Price paid by Buyer exceeds the reduced Shipment Price, Seller shall reimburse Buyer within seven (7) Business Days of a written demand for such excess.

15. DAMAGES AND MITIGATION

- 15.1 Seller's Shortfall. Unless excused by a Force Majeure Event or Buyer's failure to perform, if (a) Buyer properly rejects all or part of any Shipment in accordance with Section 14.1 and replacement Biomass has not been provided pursuant to Section 14.3, (b) any portion of a Shipment contains significant amounts of Extraneous Material and is not otherwise replaced pursuant to Section 9.2.2, or (c) Seller fails to deliver a quantity of Biomass in a relevant delivery period (the applicable quantity of Biomass, "*Seller's Shortfall*"), Seller shall pay Buyer an amount per Tonne of Seller's Shortfall equal to the positive difference, if any, between the Market Price and the Base Price, payable for that volume plus all direct losses and costs (including legal costs, transportation costs, storage costs, handling costs, and



administrative and management costs) incurred by Buyer as a result of Seller's failure pursuant to the immediately preceding clause (a), (b) or (c), and direct damages and expenses suffered or incurred by Buyer as a result of entering into any purchase agreements for Seller's Shortfall on reasonably similar terms after taking into account any gains or savings by Buyer due to mitigating its losses, costs, damages and expenses (a "*Seller's Shortfall Payment*").

- 15.2 Buyer's Shortfall. Unless excused by a Force Majeure Event or Seller's failure to perform, if (a) Buyer rejects, or indicates that it will not accept, all or part of any Shipment other than in accordance with Section 14.1, (b) Buyer fails to comply with, or indicates to Seller that it intends not to comply with, in whole or in part, its obligations pursuant to Section 7 with respect to any quantity of Biomass, or (c) Seller elects to cause title to revert to Seller with respect to all or part of a Shipment pursuant to Section 13.5.1 (the applicable quantity of Biomass, "*Buyer's Shortfall*"), Buyer shall pay Seller an amount per Tonne of Buyer's Shortfall equal to the positive difference, if any, between the Base Price and the Market Price, payable for that volume plus all direct losses and costs (including legal costs, transportation costs, dead freight, storage costs, handling costs, hedging break costs, and administrative and management costs) incurred by Seller as a result of Buyer's failure pursuant to the immediately preceding clause (a), (b) or (c), and direct damages and expenses suffered or incurred by Seller as a result of entering into any sale agreements for Buyer's Shortfall on reasonably similar terms after taking into account any gains or savings by Seller due to mitigating its losses, costs, damages and expenses.
- 15.3 The liable Party pursuant to Section 15.1 or Section 15.2 shall pay amounts owed pursuant thereto within ten (10) Business Days following receipt of an invoice therefor, together with reasonable supporting documentation.
- 15.4 The Parties agree that it is difficult or impossible to determine with precision the amount of damages that would be incurred by Buyer or Seller resulting from any act or omission, as the case may be, described in Section 15.1 or Section 15.2; any sums payable under Section 15.1 or Section 15.2 because of such acts or omissions, as the case may be, are damages and not a penalty, and are fair and reasonable and any such sums represent a reasonable and genuine pre-estimate of fair compensation for the losses that may reasonably be anticipated from such acts or omissions, as the case may be. Each Party waives any right to claim or assert that the damages contemplated under Section 15.1 or Section 15.2 represent a penalty or do not represent a reasonable and genuine pre-estimate by the Parties as to the loss or damage likely to be suffered in these circumstances.
- 15.5 Mitigation. Notwithstanding anything herein to the contrary, the Parties shall use commercially reasonable endeavours to mitigate losses and damages that may otherwise be incurred under this Agreement.
- 15.6 Sole Remedy. For breach of any provision hereof for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall



be the sole and exclusive remedy, the obligor's liability shall be limited as set forth in such provision and all other remedies or damages at law or in equity are waived.

15.7 No Punitive, Consequential or Similar Damages. Except to the extent permitted under Sections 7.3, 15.1, 15.2, 18.2.2, 18.2.3 or damages incurred due to a breach of Section 19 or Section 25.13, neither Party shall be liable for any loss of profit or of revenue or of goodwill, or business interruption damages, or losses suffered under any other contract, or special, consequential, incidental, punitive, exemplary or indirect damages, whether in contract, indemnity, tort or otherwise, arising out of or in connection with the performance, failure to perform or termination of this Agreement, save that nothing in this Agreement limits any liability which cannot be limited by law, including liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979.

16. [NOT USED]

17. FORCE MAJEURE

17.1 Obligations upon Force Majeure Event.

17.1.1 To the extent such performance is prevented, hindered or delayed by a Force Majeure Event, a Party is not responsible or liable for any delay or failure in the performance of its obligations under this Agreement other than in respect of the obligation to make any payment as required by this Agreement and any obligations which have accrued prior to the Force Majeure Event, including Buyer's obligations with respect to any Shipment that has commenced loading prior to the Force Majeure Event, subject to such Party's compliance with Section 17.2 and further subject to the Parties' rights and obligations under Section 17.3.

17.1.2 A "*Force Majeure Event*" is any event or circumstance that occurs beyond the control of, and without the fault or negligence of, the Party claiming force majeure (the "*Affected Party*" and the other Party being the "*Non-Affected Party*"), and which could not reasonably have been avoided or overcome. A Force Majeure Event may include the following, to the extent that each satisfies the foregoing requirements: any act of God or the elements, earthquakes, floods, landslides, hurricanes, civil disturbances, sabotage, acts of public enemies, war, blockades, insurrections, riots, pandemic, epidemics, fires or explosions.

17.1.3 The Affected Party shall have the burden of demonstrating the existence, effect and consequences of the applicable Force Majeure Event.

17.1.4 For the avoidance of doubt, a lack of funds, changes in market conditions (including the unavailability of subsidies), loss of markets, changes in market pricing, the availability of a more attractive market, any Change in



Law, or inefficiencies in operations shall not constitute a Force Majeure Event.

17.2 Notification. No Party shall be entitled to relief pursuant to this Section 17 unless (a) the Affected Party gives the Non-Affected Party written notice within five (5) days of the occurrence of the event or circumstance giving rise to the claim of a Force Majeure Event, or as soon as practicable thereafter, describing the particulars and estimated duration of the Force Majeure Event and the proposed cure, (b) on at least a monthly basis, or as otherwise reasonably requested by the Non-Affected Party, the Affected Party provides the Non-Affected Party with information on any developments relating to the Force Majeure Event, including the measures being taken by the Affected Party to resume normal performance of its obligations under such Agreement, (c) any prevention or delay of, or hindrance to, the Affected Party's performance is of no greater scope and of no longer duration than is reasonably attributable to the Force Majeure Event, (d) the Affected Party uses commercially reasonable endeavours to remedy the delay or failure to perform its obligations under this Agreement, and (e) the Affected Party promptly notifies the Non-Affected Party when the Affected Party is able to resume performance of its obligations under this Agreement.

17.3 Effect of Force Majeure Event.

17.3.1 Subject to the Affected Party's compliance with Section 17.2 and subject to the remaining provisions of this Section 17.3, Seller's obligations to deliver and transport, and Buyer's obligations to accept delivery of, the quantity of Biomass that is affected by the Force Majeure Event (the "*FM Quantity*") shall be deemed cancelled, and the Contract Quantity and applicable Annual Quantity shall be deemed decreased accordingly.

17.3.2 Within seven (7) days after receiving a notification from the Affected Party pursuant to clause (e) of Section 17.2, the Non-Affected Party has the right, but not the obligation, to request that the Affected Party sell or purchase, as applicable, a further quantity of Biomass equal to the FM Quantity, in which event the Affected Party shall comply with the Non-Affected Party's request as soon as practicable (and in the event that the Term needs to be extended to accommodate the FM Quantity, such resulting extension of the Term shall be no greater than the duration of the Force Majeure Event). Any such further delivery shall be on the same terms applicable to the FM Quantity (or any applicable portion thereof, with such changes with respect to delivery time or Shipment Size as the Parties may mutually agree) or such other terms as the Parties may agree.



18. DEFAULT AND TERMINATION

18.1 Early Termination.

18.1.1 This Agreement may be terminated upon written notice by a Party at any time for any of the following reasons, and the terminating Party shall be the “*Non-Defaulting Party*” and the other Party shall be the “*Defaulting Party*”:

- (a) by either Party if the other Party (i) breaches any payment obligation hereunder and fails to cure such breach within ten (10) Business Days after written notice thereof from the Non-Defaulting Party or (ii) breaches any one or more payment obligations hereunder on three (3) or more occasions during the Term after written notice thereof from the Non-Defaulting Party;
- (b) by Seller if Buyer breaches Section 25.13;
- (c) by Buyer if Seller breaches Section 25.13;
- (d) by the Non-Defaulting Party if the Defaulting Party commits or suffers an Act of Insolvency; or
- (e) by either Party if, other than due to a Force Majeure Event, the Defaulting Party is in material breach of its obligations hereunder (other than an obligation described in the other sub-paragraphs of this Section 18.1.1), and the Defaulting Party has failed to cure such breach within thirty (30) days after written notice thereof; provided, however, that such period shall be extended by up to a further sixty (60) days if, and for so long as, the Defaulting Party is diligently pursuing cure thereof.

18.1.2 The rights conferred in this Section 18.1 are in addition to any other rights either Party has under this Agreement.

18.1.3 If a Force Majeure Event claimed by one Party continues for one hundred eighty (180) consecutive days, the Non-Affected Party may terminate this Agreement by giving to the Affected Party three (3) Business Days’ written notice of its intention to terminate pursuant to this Section 18.1.3.

18.2 Early Termination Payment.

18.2.1 In case of termination of this Agreement pursuant to Section 18.1, a notice of termination shall be sent by the Non-Defaulting Party specifying the reason for termination and designating a day as an early termination date (an “*Early Termination Date*”). From and after the Early Termination Date, all further performance in respect of all Biomass quantities hereunder shall be released. In case of termination based on Section 18.1.1, after settling



any amounts owed for performance rendered prior to the Early Termination Date, the existing duties and obligations of the Parties shall be replaced by the obligation of the Defaulting Party to make a payment (an “**Early Termination Payment**”) to the Non-Defaulting Party as calculated in accordance with Section 18.2.2 or Section 18.2.3, as applicable. The Non-Defaulting Party shall calculate the Early Termination Payment and notify the Defaulting Party thereof within ten (10) Business Days after the Early Termination Date, and the Defaulting Party shall, within ten (10) days of receiving such notice, pay to the Non-Defaulting Party an amount equal to the Early Termination Payment.

18.2.2 If Buyer is the Non-Defaulting Party, the Early Termination Payment shall equal the sum of the following:

- (a) for each Quarter or part thereof of the remaining Term,
 - (i) any positive difference between the Market Price for such Quarter determined by Buyer acting in a commercially reasonable manner and the Base Price for such Quarter; multiplied by
 - (ii) the corresponding unfulfilled portion of the Contract Quantity for each such Quarter or part thereof based upon evenly spread distribution of the Contract Quantity throughout the remaining Term; and
- (b) all direct losses, costs, damages and expenses (including legal costs, administrative and management costs and any third party payments) suffered or incurred by Buyer as a result of termination and/or entering into any sale and purchase agreements on reasonably similar terms to this Agreement for the unfulfilled quantity for the remainder of the Term after taking into account any gains or savings by Buyer due to mitigating its losses, costs, damages and expenses.

18.2.3 If Seller is the Non-Defaulting Party, the Early Termination Payment shall equal the sum of the following:

- (a) for each Quarter or part thereof of the remaining Term,
 - (i) any positive difference between the Base Price for such Quarter and the Market Price for such Quarter determined by Seller acting in a commercially reasonable manner; multiplied by
 - (ii) the corresponding unfulfilled portion of the Contract Quantity for each such Quarter or part thereof based upon evenly spread distribution of the Contract Quantity throughout the remaining Term; and



- (b) all direct losses, costs, damages and expenses (including legal costs, administrative and management costs and any third party payments) suffered or incurred by Seller as a result of the termination and/or entering into any sale and purchase agreements on reasonably similar terms to this Agreement for the unfulfilled quantity for the remainder of the Term after taking into account any gains or savings by Seller due to mitigating its losses, costs, damages and expenses.

18.2.4 The Parties agree that: (a) it is difficult or impossible to determine with precision the amount of damages that would be incurred by Buyer or Seller resulting from a termination pursuant to this Section 18; and (b) any sums payable under this Section 18 because of such a termination are not a penalty and represent a fair, reasonable and genuine pre-estimate of fair compensation for the losses that may reasonably be anticipated from such termination.

18.2.5 Notwithstanding Section 18.2.2 and Section 18.2.3 above if this Agreement is terminated pursuant to a continuing Force Majeure Event pursuant to Section 18.1.3, no Early Termination Payment will be due by either Party.

19. CONFIDENTIALITY

19.1 The existence of and the terms of this Agreement and information disclosed by or on behalf of either Party to the other Party or its representatives in connection herewith (“*Confidential Information*”) shall, during the Term and until the expiration of thirty-six (36) months thereafter, be treated as confidential by each Party and shall not be disclosed to any third party without the prior written consent of the other Party, not to be unreasonably withheld, conditioned or delayed, except that consent shall not be required for disclosure which:

19.1.1 is or hereafter comes into the public domain otherwise than as a result of a breach of this Section 19;

19.1.2 is required to be disclosed by any judicial process, arbitral proceeding, requirement of Applicable Law or pursuant to any Government Entity, or by the regulations of any recognized exchange upon which the share capital of the receiving Party (or any Affiliate of the receiving Party) is or is proposed to be from time to time listed or dealt in, in each case provided that disclosure shall be strictly limited to such requirement;

19.1.3 is furnished to the receiving Party’s Affiliates or its or their officers, employees, directors, agents, bona fide proposed assignees or transferees, consultants and/or professional, legal, financial, accounting and tax advisors, in each case to the extent that disclosure is reasonably necessary or desirable for purposes related to this Agreement and provided that the recipient agrees to keep such information confidential on terms no less onerous than those set out in this Section 19;

19.1.4 is furnished to the receiving Party's Affiliates or its or their current or prospective banks, financiers or insurers or respective consultants and advisors provided that the recipient agrees to keep such information confidential on terms no less onerous than those set out in this Section 19;

19.1.5 consists of Confidential Information the receiving Party already knew or had, on a non-confidential basis, prior to receipt from or on behalf of the disclosing Party hereunder; or

19.1.6 consists of Confidential Information the receiving Party independently developed or acquired without a breach of this Section 19.

19.2 Notwithstanding the foregoing, Seller is permitted to make a public announcement regarding this Agreement, which may include information about Annual Quantity and Delivery Period.

19.3 Neither Party may terminate this Agreement due to a breach of this Section 19.

20. TAXES

20.1 All export duties, Taxes, dues and levies present or in the future (a) in the country of origin for any Biomass delivered hereunder are for Seller's risk and account and (b) otherwise are for Buyer's risk and account.

21. ASSIGNMENT

21.1 Except as otherwise expressly provided in this Section 21, neither Party may assign, novate or transfer this Agreement or its rights and obligations hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), and any purported assignment, novation or transfer made other than in accordance with this Section 21 shall be null and void. Notwithstanding the foregoing, the following are permitted:

21.1.1 collateral assignment by Seller to the Financing Parties, and further assignment by the Financing Parties following any foreclosure of their security interest in this Agreement, in which case neither Seller nor the Financing Parties shall have any liability with respect to the future performance of this Agreement; and

21.1.2 assignment or transfer by a Party to an Affiliate of such Party or, pursuant to clause (v) below, another entity; provided, however, that, in the case of any such assignment or transfer, the assigning Party shall (a) notify the other Party of the assignment or transfer (and identify the name of, and notice address information for, such transferee) and (b) remain jointly and severally liable for the transferred obligations, unless (and except as hereinafter provided) the assignment or transfer is made to: (i) an Affiliate that is the successor to substantially all assets of such Party, (ii) in the case

of Seller, Enviva Inc. or the successor to substantially all assets of Enviva Inc., (iii) in the case of Seller, a direct or indirect wholly-owned subsidiary of Enviva Inc. or of the successor to substantially all assets of Enviva Inc., if the performance of all such subsidiary's obligations under this Agreement is guaranteed by Enviva Inc. or such successor in form and substance reasonably acceptable to Buyer, (iv) any other Affiliate of Buyer or Seller, as applicable, if the performance of all such Affiliate's obligations under this Agreement is guaranteed by the assigning Party, in form and substance reasonably acceptable to the non-assigning Party, or (v) any other entity reasonably satisfactory to the other Party. In each of the foregoing sub-clauses (i) through (v), the transferor shall, from and after the effectiveness of such assignment or transfer, have no liability with respect to the future performance of this Agreement.

22. CHANGE IN LAW

22.1 Illegality. If it becomes illegal as a result of a Change in Law for a Party to perform any or all of its obligations under this Agreement:

22.1.1 the affected Party shall be excused performance (other than performance of payment obligations) for so long and to the extent so prohibited;

22.1.2 the Parties shall meet within fifteen (15) Business Days of notice by either Party to seek to amend this Agreement such that neither Party is prohibited by Applicable Law from performing its obligations under this Agreement, while maintaining the same commercial balance between the Parties as existed immediately prior to such Change in Law; and

22.1.3 the occurrence of any such Change in Law shall not be a basis for either Party to terminate this Agreement.

22.2 Other Change in Law. Notwithstanding anything in this Agreement to the contrary, in the event there is any Change in Law with respect to any jurisdiction other than any jurisdiction where the Biomass originates (which shall include any increase in the costs or changes in rules, procedures or requirements imposed on Seller to comply with any requirements imposed on the Biomass) (each a "**Compliance Change**"), that (i) increases the costs incurred by either Party in performing its obligations under this Agreement or (ii) reduces the commercial value for either Party from the performance of this Agreement, then:

22.2.1 the affected Party shall promptly notify the non-affected Party of such Compliance Change and the Parties shall reasonably collaborate to minimize the impact thereof;

22.2.2 any increase in costs to Buyer, or reduced commercial value to Buyer, of performing its obligations hereunder resulting from such Compliance Change (including in respect of Buyer's obligations to comply with



Applicable Law), shall be borne by Buyer, and shall not be reallocated between the Parties;

22.2.3 subject to Section 22.2.4, Seller shall use commercially reasonable endeavours, at Buyer's sole cost and expense, to alter its production, procurement and/or processing of the Biomass in order to comply with the Compliance Change; and

22.2.4 all costs incurred by Seller pursuant to Section 22.2.3, together with any increase in costs to Seller, or reduced commercial value to Seller, of performing its obligations hereunder as a result of such Compliance Change (including in respect of Seller's obligations to comply with Applicable Law), shall be for Buyer's account. Seller may, at its option and effective immediately, either (a) increase the Base Price to allocate all such costs and reduction in value to Buyer or (b) invoice Buyer therefor, in each case from time to time as Seller reasonably determines necessary or appropriate. Seller shall provide reasonable documentation of such costs and reduction in value to Buyer simultaneously with increasing the Base Price or sending such invoice, or as soon thereafter as is practicable. Buyer shall pay Seller for (i) such Base Price increase(s) in accordance with Section 13 or (ii) such invoice(s) within ten (10) Business Days following receipt.

23. GOVERNING LAW AND DISPUTE RESOLUTION

23.1 Governing Law.

23.1.1 This Agreement and any dispute arising under it shall be governed by, and construed in accordance with, English law without regard to its choice of law rules.

23.1.2 The United Nations Convention on Contracts for International Sale of Goods shall not apply to this Agreement.

23.2 Dispute Resolution.

23.2.1 Any dispute arising out of or in connection with this Agreement, including regarding the existence, validity or termination of this Agreement or the consequences of its nullity (a "*Dispute*"), shall be referred to and finally resolved by arbitration under the International Chamber of Commerce ("*ICC Court*") Arbitration Rules in effect at the time thereof (the "*Rules*"). The seat of the arbitration and the venue of all hearings shall be London, England and the language of the arbitration shall be English.

23.2.2 The number of arbitrators shall be three (3), who shall be appointed by agreement or nomination of the Parties.

23.2.3 At the earliest opportunity, the tribunal shall, in consultation with the Parties, set out a procedural timetable and procedural measures in

accordance with the Rules. The tribunal shall render a final award in any arbitration within six (6) months of the appointment of the arbitrators. This time limit may only be extended with the consent of the Parties or by the tribunal for good cause shown, provided that no award shall be invalid even if it is not rendered within the time period herein specified, or not rendered within any extended period.

23.2.4 The arbitral tribunal shall have power to award on a provisional basis any relief that it would have power to grant on a final award. Without prejudice to the powers of an arbitrator provided by the Rules, by statute or otherwise, the arbitral tribunal shall have power at any time, on the basis of written evidence and the submissions of the Parties alone, to make an award in favor of the claimant (or the respondent if a counterclaim) in respect of any claims or counterclaims to which there is no reasonably arguable defense (either substantively or as to the amount of any damages or other sums to be awarded). The Parties hereby agree to exclude any rights to refer points of law or to appeal to the courts to the extent that they can validly waive these rights under Applicable Law.

23.2.5 Nothing in this Section 23.2 shall be construed as preventing either Party from seeking conservatory or similar interim relief in any court of competent jurisdiction.

23.2.6 Any arbitration award shall be enforceable by any court having jurisdiction over the Party and its respective Affiliates against which the award has been rendered, or wherever assets of the Party or their respective Affiliates against which the award has been rendered can be located, and shall be enforceable in accordance with the United Nations Convention on the Reciprocal Enforcement of Arbitral Awards (1958).

24. REPRESENTATIONS, WARRANTIES AND COVENANTS

24.1 Each Party represents and warrants to the other, as of the Effective Date, as follows:

24.1.1 it is duly organized and validly existing under the laws of the jurisdiction of its formation and has (or, for Permits not required by Applicable Law for the current stage of operations, reasonably expects to have when required by Applicable Law) all necessary Permits required by Applicable Law to perform its obligations under this Agreement (other than those Permits the failure of which to obtain could not reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement);

24.1.2 it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary action on the part of such Party;



24.1.3 this Agreement has been duly executed and delivered by such Party and is the legal, valid and binding obligation of such Party enforceable in accordance with its terms;

24.1.4 the execution, delivery and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby do not and will not contravene the constitutive documents of such Party and do not conflict with or result in a breach of or default under any indenture, mortgage, lease, agreement, instrument, judgment, decree, order or ruling to which such Party is a party or by which it or any of its properties is bound or affected; and

24.1.5 save for the representations and warranties made in this Section 24, it has not entered into this Agreement in reliance on any warranty or representation made by the other Party or its employees or agents.

25. MISCELLANEOUS

25.1 Notices. Any notice, request or other communication to be given or made under this Agreement shall be in writing. Any such communication may be delivered by hand, certified or registered mail, facsimile or established courier service to the Party's address specified in Annex B or at such other address as such Party notifies to the other Party from time to time; provided, however, that deliveries may be made by electronic mail to the extent that the receiving Party has provided an e-mail address in Annex B or otherwise in accordance with this Section 25.1. Unless otherwise provided herein, all notices, requests or other communications hereunder shall be effective at the end of Office Hours on the day actually received, if received during Office Hours on a Business Day, and otherwise shall be effective at the close of Office Hours on the first Business Day after the day on which received.

25.2 Cooperation with Financing Efforts. Buyer shall cooperate with Seller's efforts in obtaining and maintaining financing on a non-recourse (or other) basis. Without limiting the generality of the foregoing, Buyer shall execute such documents (including consents, direct agreements, certificates and legal opinions) as Seller or the Financing Parties may reasonably request in connection with Seller's efforts to obtain and maintain such financing.

25.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the Parties.

25.4 Amendment. No amendment, supplement or other modification of this Agreement shall be valid unless evidenced in writing and signed by both Parties.

25.5 No Waiver. Either Party's waiver of any breach or failure to enforce any of the terms of this Agreement at any time shall not in any way affect, limit, modify, or waive such Party's right thereafter to enforce or compel strict compliance with every term hereof, any course of dealing or custom of the trade notwithstanding.



- 25.6 Survival of Termination. Any provision of this Agreement that contemplates performance subsequent to termination of this Agreement, including, for the avoidance of doubt, Section 23.2, shall survive such termination and continue in full force and effect for the limited purposes set forth therein.
- 25.7 Non-Recourse. The Parties' respective obligations hereunder are intended to be the obligations of the respective Parties only and no recourse for any obligation of a Party hereunder, or for any claim based thereon or otherwise in respect thereof, shall be had against any incorporator, shareholder, partner, member, officer or director, or Affiliate, as such, past, present or future of such Party, except if and to the extent expressly agreed.
- 25.8 Severability. If any provision of this Agreement is found to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue to have full force and effect. The Parties shall, in such event, negotiate in good faith to seek to agree to a mutually satisfactory valid and enforceable substitute provision implementing to the fullest extent possible the intentions of the Parties at the Effective Date.
- 25.9 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and, except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations, undertakings and agreements of the Parties in respect of the subject matter hereof. This Agreement supersedes all prior meetings, correspondence, and negotiations between the Parties. There are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise (express or implied) of any kind between the Parties in respect of the subject matter hereof, except as contained herein. Without limiting the foregoing, warranties of merchantability and fitness for a particular purpose are expressly disclaimed and waived.
- 25.10 Rights and Remedies Not Exhaustive. Subject to Section 15.6, and except as otherwise expressly set forth herein, any rights or remedies conferred on either Party under this Agreement shall be in addition to rights and remedies such Party would otherwise have at law or in equity.
- 25.11 Third Parties. A Person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 25.12 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which shall together constitute one and the same instrument. Any executed counterpart may be delivered in portable document format (.pdf) or by other electronic means and, when so delivered, shall be legally enforceable in accordance with its terms.
- 25.13 Anti-Bribery, Corruption and Counterparty Integrity; Sanctions.



25.13.1 Each Party represents, warrants and covenants to the other Party that (a) it shall take no action in relation to this Agreement that would be in violation of, or would subject the other Party to any liability for, or penalty under, the applicable anti-corruption laws and regulations of any country, including the United States of America, in connection with any business venture or contract in which the other Party is a participant; and (b) no payments of money or anything of value shall be offered, promised or paid, directly or indirectly, to any Government Official to influence the acts of such a Government Official, to induce the Government Official to use his or her influence with a government or an instrumentality thereof, or to obtain an improper advantage in connection with any business venture or contract in which the other Party is a participant. Each Party shall provide the other Party with such further assurances or certificates that the other Party may request from time to time during the term of this Agreement relating to its compliance with this paragraph. For purposes of this paragraph, "**Government Official**" means any (i) elected or appointed official of a national, regional, provincial, state or local government body, department or agency, whether in the executive, legislative, administrative or judicial branches of government; (ii) government employee or other Person acting under a delegation of authority from a government to carry out government responsibilities; (iii) political party, party official or candidate for political office; (iv) official or employee of a public international organization such as the World Bank or United Nations, or any department or agency of these types of organizations; (v) official, representative or employee of a company that is under even partial ownership or control by a government, including employees of state-owned companies and instrumentalities (e.g., employees of state-owned utility companies), even if the companies are operated like privately-owned corporations; (vi) members of a royal family; and (vii) close relatives of any Government Official (such as spouses, dependents or immediate family).

25.13.2 Each Party acknowledges that any Biomass supplied by Seller to Buyer pursuant to this Agreement is subject to the requirements of U.S. export controls laws and regulations, including the Export Administration Regulations. Each Party agrees that it will comply with all applicable export control and trade sanctions laws and regulations, and Buyer will not supply or export, directly or indirectly, any Biomass provided hereunder to any other party that is restricted under export controls, for any prohibited end use, or to any country to which the U.S. Government at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from Seller and the Department of Commerce or other agency of the U.S. Government when required by an applicable statute or regulation. Buyer will not supply, directly or indirectly any Biomass, or request Seller to direct delivery of any Biomass, to any party that is the target of sanctions imposed by the U.S. government, the United Kingdom, or the European Union, or that is in a destination that is the subject of an embargo imposed by the U.S. government, including Cuba,



Iran, North Korea, Syria, and the Crimea region of Ukraine, except in accordance with US sanctions laws and regulations and other Applicable Law. Each Party may terminate, cancel or otherwise be excused from performing any obligations it may have under this Agreement if (a) the other Party engages in any conduct related to this Agreement that leads to a violation of applicable export controls or trade sanctions laws or regulations, or (b) notwithstanding anything to the contrary in Section 22.1, the Applicable Law related to export controls or trade sanctions changes, thereby making it impermissible for Seller to supply the Biomass.

[Remainder of Page Intentionally Left Blank]

A handwritten signature in blue ink, consisting of several overlapping loops and a long, sweeping stroke extending upwards and to the right.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Buyer:

BAYWA AG

By:

Name:

Title:

*Leiter GE
Holzpellets*

*Leiter Erkauuf
Holzpellets*

Seller:

ENVIVA INC.

By:

Name:

Title:

*THOMAS REHA
PRESIDENT*

SPECIAL TERMS

1. Specifications:	See Schedule 1 hereto. In addition, Seller shall provide (i) valid EnPlus A1 claims and (ii) valid PEFC Controlled Sources claims for the Biomass.
2. Annual Quantity:	<p>With respect to the first Contract Year, Base Annual Quantity of [REDACTED]</p> <p>With respect to the second Contract Year, Base Annual Quantity of [REDACTED]</p> <p>With respect to each of the subsequent Contract Years, Base Annual Quantity of [REDACTED]</p>
3. Load Port:	Seller's option. For the avoidance of doubt, Seller may elect to load Biomass onto a Vessel at more than one Load Port.
4. Discharge Port:	<p>ARA, to be nominated by Buyer no later than the completion of loading, or other ports as nominated by Buyer pursuant to the succeeding paragraph with appropriate adjustments to the Shipment Price for change in freight costs determined pursuant to the succeeding paragraph ("<i>Discharge Port Adjustment</i>").</p> <p>Buyer may, with written notice given not less than five (5) days prior to the commencement of loading for a Shipment, request Seller to send the Shipment to any other port, subject to such other port being able to accommodate any Vessel that satisfies the Vessel Requirements. Upon such request, Seller shall notify Buyer of the documented reasonable costs, if any, that will be payable by Buyer to Seller as compensation for Seller's compliance with such request, and Buyer shall within one (1) Business Day thereafter notify Seller whether Seller shall proceed to send the Shipment to such other port, in which case Seller shall send the Shipment to such other port, with all documented reasonable costs associated with the change of Discharge Port payable by Buyer.</p>
5. Discharge Rate:	[REDACTED]
6. Base Price:	<p>With respect to the first Contract Year: [REDACTED]</p> <p>With respect to the second Contract Year: [REDACTED]</p> <p>Commencing on the third Contract Year and for all subsequent Contract Years: the average of the Argus CIF Northwest Europe</p>



	(NWE) Wood Pellets within 90 days (spot) Week index prices for the four (4) weeks immediately preceding the date on which the bill of lading of such Shipment is issued [REDACTED]
7. Bunker Fuel Adjustment:	The Shipment Price for each Shipment shall be adjusted by the sum of the Basic Bunker Fuel Adjustment and Regulatory Bunker Fuel Adjustment, as respectively defined below.
8. Basic Bunker Fuel Adjustment:	The sum of: [REDACTED]
9. Regulatory Bunker Fuel Adjustment:	<p>If any Government Entity requires changes impacting the cost of energy for marine transportation of Biomass and such changes are not covered by the Basic Bunker Fuel Adjustment, the costs of such changes for each Shipment shall be calculated on an open book basis and passed through to Buyer such that the same/original time charter equivalent is obtained. Such changes include, but are not limited to:</p> <ul style="list-style-type: none"> (i) any convention, law, regulation or custom (whether or not in force at the date of the Agreement) that prohibits or restricts a Vessel from burning certain types of fuel (including Marine Fuel 0.5% Bunker, marine diesel oil, or Marine Gasoil 0.1%), or requires a Vessel burning any such fuel to proceed only at reduced speed; (ii) any tax, charge, fine or similar provision that applies to the purchase, burning or emissions created by such fuel; and (iii) any emissions trading or similar scheme under which allowances or credits are used, purchased or traded. <p>Notwithstanding the foregoing, if any convention, law, regulation, custom (whether or not in force at the date of this</p>

	<p>Agreement) or fuel availability prohibits or restricts a Vessel from burning Marine Fuel 0.5% Bunker or Marine Gasoil 0.1%, the Parties agree that the Basic Bunker Fuel Adjustment definition will be adjusted to refer to the type(s) of fuel reasonably expected by Seller to be burned by Vessels, and the Parties shall collaborate to amend this Agreement to adjust the Basic Bunker Fuel Adjustment definition accordingly.</p> <p>Notwithstanding the foregoing, should any changes giving rise to a Regulatory Bunker Fuel Adjustment impact the factors used in calculating the Basic Bunker Fuel Adjustment, to the extent that any factors for the Basic Bunker Fuel Adjustment are rendered inapplicable by such changes, Seller shall adjust such factors on an open-book basis so that the same/original time charter equivalent is obtained and the cost of the changes is passed through to Buyer (but, for the avoidance of doubt, without duplication or overlap with any related costs already passed through to Buyer).</p>
<p>10. Payment Currency:</p>	<p>All amounts payable under this Agreement shall be denominated and payable in USD.</p>
<p>11. Shipment Size:</p>	<div style="background-color: black; height: 40px; width: 100%;"></div> <p>The weight of a Shipment may exceed the upper tolerance of the Shipment Size where the excess weight is due to the actual stowage factor for such Shipment being less than the Base Stow Factor, subject to the approval of Buyer (not to be unreasonably withheld, delayed or conditioned).</p>
<p>12. Delivery Schedule:</p>	<p>The Shipment for the first Contract Year will have and a firm 20-day arrival window at Discharge Port (the "<i>Arrival Window</i>") that falls after October 1, 2022. Seller shall notify Buyer of the Arrival Window no later than thirty (30) days prior to the beginning of such Arrival Window.</p> <p>Starting from the second Contract Year, Seller shall notify Buyer of the Arrival Window for each Shipment no later than sixty (60) days prior to the beginning of the applicable Arrival Window; provided that with respect to each Contract Year, the Arrival Windows shall be fairly evenly spread through each Contract Year.</p> <p>Subject to Buyer's consent (not to be unreasonably withheld, conditioned or delayed) Seller may adjust the Arrival Window by</p>



	giving the Buyer no less than 30 days' notice in advance of commencement of such Arrival Window.
13. Delivery Period:	<p>From October 1, 2022 (the "<i>Commencement Date</i>") through and including December 31, 2026 (the "<i>Expiry Date</i>").</p> <p>Each "<i>Contract Year</i>" is a calendar year; except for the first Contract Year, which shall commence on the Commencement Date and continue through December 31, 2022.</p>



Specifications

PARAMETERS AND REJECTION LIMITS	Units	Standard*	Limit / Tolerance		Performed by
			Limit	Tolerance	
Sampling & Sample Prep		ISO 18135 or ISO 14780	Limit	Tolerance	Insp
Additives & Binders	%wt, ar		≤ 2%		Sellers Declaration
Bulk Physical Parameters					
Fines ≤ 3.15 mm	%wt, ar	ISO 18846	≤ 5	0	Insp
Diameter	mm	ISO 17829	≤ 6	1	Lab
Pellets < 50mm in Length	%wt, ar	ISO 17829	> 99,9	0	Lab
Pellets < 40mm in Length	%wt, ar	ISO 17829	> 99,0	0	Lab
Bulk Density	kg/m3	ISO 17828	600 to 750	0	Lab
Durability	%wt, ar	ISO17831-1	> 98,0	0	Lab
Proximate Analysis, arb					
Total Moisture	% wt, ar	ISO 18134	≤ 10,0	0	Lab
NCV (at const. pressure)	GJ/mt, ar	ISO 18125	≥ 16,5	0	Lab
Ash	% wt, db	ISO 18122	≤ 0,7	0	Lab
Ash Fusion Deformation (oxidising)	deg C	ISO 21404	> 1200	0	Lab
Ultimate Analysis, arb					
Nitrogen	%wt, db	ISO 16948	≤ 0,30%	0,00%	Lab
Sulfur	%wt, db	ISO 16994	≤ 0,04%	0,00%	Lab
Chlorine	%wt, db	ISO 16994	≤ 0,02%	0,00%	Lab
Major and Minor Metals					
As	mg/kg, db	ISO 16968	≤ 1	0	Lab
Cd	mg/kg, db	ISO 16968	≤ 0,5	0	Lab
Cr	mg/kg, db	ISO 16968	≤ 10	0	Lab
Cu	mg/kg, db	ISO 16968	≤ 10	0	Lab
Pb	mg/kg, db	ISO 16968	≤ 10	0	Lab
Hg	mg/kg, db	ISO 16968	≤ 0,1	0	Lab
Ni	mg/kg, db	ISO 16968	≤ 10	0	Lab
Zn	mg/kg, db	ISO 16968	≤ 100	0	Lab

Performed by:

- Lab: analyses will be performed by the Independent Laboratory
- Insp: test will be performed by the Independent Inspection Company;
- Insp & Lab: means a field test will be performed by the Independent Inspection Company and the final value will be analyzed by the Independent Laboratory.

* If the "Standard" column includes more than one standard, the applicable standard shall be based on Seller's declaration, or if not declared by Seller, reasonably determined by the Independent Laboratory or the Independent Inspection Company, as applicable.

ADDRESSES FOR NOTICES

Seller:	<p>Invoices: 7272 Wisconsin Ave., Suite 1800 Bethesda, MD 20814 USA Attention: Accounts Payable Phone: +1 240 482 3837 E-mail: Enviva_Invoicing@envivabiomass.com</p> <p>Notices: 7272 Wisconsin Ave., Suite 1800 Bethesda, MD 20814 USA Attention: Thomas Meth President Phone: +1 301 657 5560 E-mail: Thomas.Meth@envivaboimass.com</p> <p>With a copy to: 87272 Wisconsin Ave., Suite 100 Bethesda, MD 20814 USA Attention: William H. Schmidt, Jr. Executive Vice President, Chief Development Officer, and General Counsel Phone: +1 240 482 3840 E-mail: William.Schmidt@envivabiomass.com</p>
Buyer:	<p>Invoices : BayWa AG Energie Arabellastr. 4 81925 München / Germany E-mail: Rechnungseingang.Energie@baywa.de</p> <p>Shipment: Dr. Roland Braun Leiter Logistik Holzpellets BayWa AG Energie Arabellastr. 4 81925 München / Germany Phone: +49 89 9222 - 2029 E-Mail: roland.braun@baywa.de</p>



	<p>Notice: Emil Sopper BayWa AG Energie Arabellastr. 4 81925 München / Germany Phone: +49 89 9223259 E-Mail: emil.sopper@baywa.de</p> <p>Notice: Christian Zimmermann Leiter Einkauf Geschäftseinheit Holzpellets BayWa AG Energie Arabellastraße 4 81925 München / Germany Phone: +49 89 9222 2543 E-Mail: christian.zimmermann@baywa.de</p>
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EXHIBIT 4

ENplus

**Quality Certification Scheme
For Wood Pellets**



ENplus Handbook

For countries not managed by any national licensor/supporter

Part 1: General

Version 3.0, August 2015

Publisher and responsible Licenser:

European Pellet Council (EPC)

c/o AEBIOM - European Biomass Association

Place du Champ de Mars 2

1050 Brussels, Belgium

Email: enplus@pelletcouncil.eu

Website: www.enplus-pellets.eu

This Handbook is only valid for countries not managed by any National Licenser/supporter.

The European Pellet Council (EPC) is responsible for the implementation of ENplus and can grant *Certified Companies* the right to use the ENplus certification seals for all the countries that are not covered by any national pellet association. A list of these national pellet associations, either managing ENplus (National Licenser) or supporting the development of ENplus (National supporting association) in their respective countries, are listed on www.enplus-pellets.eu.

PREFACE

Wood pellets are a renewable fuel produced mainly from saw mill residues. Wood pellets are used as a fuel for residential heating systems as well as for industrial burners. They are a refined fuel that can be damaged during handling. Hence, quality management should cover the whole supply chain from the choice of raw material to their final delivery to the end-user.

ENplus was originally designed in 2010 by Deutsches Pelletinstitut GmbH (DEPI) as a quality certification scheme for wood pellets in the heating market. The aim was to achieve a supply of consistent product quality. The main target groups were producers of wood pellets and pellet traders with deliveries to end-users.

The pellet market has developed rapidly, experiencing a huge increase in international trade. The industrial and residential pellet markets became linked based on the quality class A1. Regional pellet supply chains have been completed with a global commodity market for wood pellets. The bagging of pellets has been partly separated from the production process with this step now being undertaken by pellet traders or independent service providers. This development brings with it quality risks arising due to wider raw material bases, new logistical processes and new market actors with little experience in wood pellet handling. In order to address these issues it was necessary to modify the scheme.

The 3rd major revision of the ENplus-Handbook further develops the quality certification scheme that combines product certification, chain of custody certification and quality management certification. Aspects of environmental sustainability are integrated by monitoring sustainability indicators such as the carbon footprint of pellet production.

With the publication of handbook version 3.0, ENplus provides for the first time the concept of service provider certification. A dedicated certification has been created for companies offering services in the pellet sector such as transport, storage, bagging, and customer deliveries of certified pellets for other parties.

Another important change in the certification scheme is related to the pellet quality classes. The standard EN 14961-2 has become obsolete and has been replaced by ISO 17225-2. The quality classes ENplus A1, ENplus A2 and ENplus B are based on this new standard, but the ENplus product requirements exceed the ISO 17225-2 standard for some pellet properties. Each quality class will have a dedicated quality seal that shall be displayed on pellet bags.

The certification scheme covers the following essential points based on the reference standards in brackets:

- Requirements on raw materials and product properties (ISO 17225-2)
- Requirements on quality management in wood pellet production and handling (ISO 9001, EN 15234-2)
- Requirements on control, tracking and declaration, from the raw material to the end product delivered to the customer

Specifications for internal quality control guarantee that the product requirements are maintained permanently. Requirements on the performance of the technical equipment,

operational procedures and documentation are defined, which should lead to a rapid tracking and solving of problems. Requirements on labelling and complaint management assure a high customer satisfaction. Scheme monitoring will lead to increasing operation standards and thereby will improve the overall performance of the *Certified Companies*.

In this document the requirements for *Certified Companies* are defined, as well as the processes related to certification (e.g. application procedure, surveillance inspections). All aspects concerning the relation between the *ENplus Board*, *International Licenser*, *National Licensers* as well as *Certification*, *Inspection* and *Testing Bodies* are defined in a separate document, part 5 of the *ENplus Handbook*, version 3 –“Scheme Organisation”. Other related documents, such as documentation templates and guidelines, will be published separately.

This document is part of the *ENplus Handbook, Version 3* defining the rules for the *ENplus Quality Certification Scheme for Wood Pellets*. The different parts of the *Handbook* are:

- Part 1: General
- Part 2: Certification Procedure
- Part 3: Pellet Quality Requirements
- Part 4: Sustainability Requirements
- Part 5: Scheme Organisation
- Part 6: Schedule of Fees

The current versions of these parts are published on the international website of *ENplus* [www.enplus-pellets.eu].

This document, part 1 (version 3.0) of the *ENplus Handbook*, contains information about the following topics:

- General information and overview
- Scope of the *ENplus Certification Scheme*
- Definitions of terms
- Normative References

National Licensers will define specific national regulations in the national versions of the *Handbook* in order to implement general rules regarding trader equipment and acceptance of complaints. The national regulations will be clearly marked.

Certified companies have to follow the rules of the *Handbook* issued by the *Competent Management*.

In case of any dispute about the regulation defined in the *Handbook*, the regulation of the Master-Handbook applies (exception: national regulation).

Terms written in italic characters are defined in the section “Definitions of terms”.

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DEFINITIONS OF TERMS

Affiliated Companies

Affiliated Companies are companies that are fully or partly owned by the legal entity that is the *Certified Company*. This legal entity shall be entitled to enforce the *Affiliated Company* to obey both the provisions of the *Handbook* and the requests from the *Competent Management*.

Bagged Pellets

Pellet bags are a packaging unit for the retail market. *Bagged Pellets* may contain up to 30 kg of pellets of the quality classes ENplus A1 or ENplus A2.

Big Bags

Big Bags (aka. big bulk bags) are bags made from plastic mesh containing a batch of pellets with a weight from 30 to 1.500 kg.

Board of ENplus

The *Board of ENplus* consists of one representative from each *National Licensor*. It decides on the provisions of the certification scheme and on the acceptance or exclusion of a National License. Furthermore, the board serves as the objection committee, authorises amendments to the *Handbook*, and decides on exceptions from the provisions of the *Handbook*.

Certification Seal

Every *Certified Producer* and every *Certified Trader* has a unique *Certification Seal* consisting of the *ENplus Logo* and a unique *ENplus ID*.

Certification Body

A *Certification Body* evaluates the conformity of a company with the ENplus requirements based on an *Inspection Report* and issues the results of the evaluation in a *Conformity Report*. Additionally the *Certification Body* organises the inspections of traders and service providers (equivalent to the *Inspection Body's* role for producers). *Certification Bodies* being active within the ENplus scheme shall be listed by the *International Management* of ENplus.

Certified Company

A company that holds a valid certificate (issued by a *Certification Body*), has signed and meets the terms of the respective ENplus license contract with the *International Licensor*. All *Certified Companies* (producers, traders and service providers) are listed on the international ENplus website [www.enplus-pellets.eu] as well as on the respective national website.

Certified Producer

A company producing wood pellets and being a *Certified Company* within the ENplus scheme.

Certified Service Provider

A company offering services related to the handling of wood pellets (transport, delivery, storage or bagging) and being a *Certified Company* within the ENplus scheme. A service provider is not the owner of the pellets that are handled.

Certified Trader

A company trading wood pellets and being a *Certified Company* within the ENplus scheme.

Competent Certification Body

The *Competent Certification Body* is the *Certification Body* responsible for the certification of a company in a specific area. This will be a *Certification Body* which is listed for being active in countries without a *National Certification Body*.

Conformity Report

The *Conformity Report* is a document to inform the *International Management* about the findings of inspection and certification. The *Conformity Report* is issued by a *Certification Body* and provides the *Certified Company*, the *Inspection Body* and the *International Management* with the results of the conformity evaluation.

ENplus ID

Every *Certified Producer* and every *Certified Trader* is assigned a unique *ENplus ID*. The *ENplus ID* has five characters. The first two characters indicate the country where the company is located. The three characters after the country code provide the number of the *Certified Company* in their country.

ENplus Logo

The *ENplus Logo* is a registered trademark and is part of the *Certification Seal* along with the *ENplus ID*.

Full Load Delivery

Full Load Delivery is the delivery of a complete truck load to one end-user. The load shall be a minimum of 20 metric tonnes.

Handbook

The ENplus handbook, referred to as *Handbook*, consists of several parts and defines the rights, responsibilities and obligations of *Certified Companies*, listed *Certification Bodies*, listed *Inspection Bodies*, listed *Testing Bodies*, *National Licensers* and the *International Licenser*.

The different parts of the *Handbook* are:

- Part 1: General
- Part 2: Certification Procedure
- Part 3: Pellet Quality Requirements
- Part 4: Sustainability Requirements
- Part 5: Scheme Organisation
- Part 6: Schedule of Fees

Every *National Licenser* will publish a national version of the *Handbook* which is based on the ENplus master-handbook. The national versions may differ in the regulation related to complaint management and end-user delivery.

Inspection Body

The *Inspection Body* is the organisation charged with inspecting the facilities of a certified pellet producer or a producer applying to become certified. The *Inspection Body* checks if the requirements defined in the *ENplus Handbook* are met and reports the results of the inspection to the *Certification Body*. *Inspection Bodies* active within the *ENplus* scheme shall be listed by the *International Management of ENplus*.

Inspection Report

The *Listed Inspector* performing the inspection of an applicant or an already *Certified Company* documents the results of the inspection in an *Inspection Report*. Based on the information stated in the *Inspection Report* the *Competent Certification Body* decides on the conformity of the company with the requirements of *ENplus*.

International Licenser

The *International Licenser* is the organisation representing the interests of the pellet sector at the international level. This organisation is allowed to grant *Certified Companies* the right to use the *Certification Seal* in countries without a *National Licenser*. Currently, the European Pellet Council is the *International Licenser*.

International Management

The *International Management of ENplus* is the organisation responsible for the certification of companies in countries in which there is no *National Licenser* in place. It is also responsible for the listing of *Testing, Inspection and Certification Bodies* as well as for the listing of all *Certified Companies* on the website www.enplus-pellets.eu. Furthermore the *International Management* publishes amendments to the *Handbook*, organises training and workshops at an international level and provides support materials.

Licensee

The European Biomass Association AEBIOM has received the licensing rights for the *ENplus* registered mark from the developer (German Pellet Institute, DEPI) of the certification scheme.

Listed Inspector

Person performing on-site inspections for listed *Certification Bodies* or *Inspection Bodies*. This person shall be listed by name by the *International Management* on the international *ENplus* website [www.enplus-pellets.eu]. Only *Listed Inspectors* may perform inspections related to *ENplus*.

National Licenser

National Licensers are the associations representing the interests of the pellet sector in their respective countries and have signed a contract with the *Licensee*. This contract enables them to grant *Certified Companies* the right to use the *Certification Seal* in their respective country/area.

Part Load Delivery

Part Load Delivery is a delivery of bulk pellets to more than one end-user along a single route (aka. multi-drop).

Quality Seal

Combination of *Certification Seal* and the quality logo of one of the quality classes.

Service Provider Registration Number

Every *Certified Service Provider* is assigned a unique registration number. The *Service Provider Registration Number* has seven characters. The first two characters indicate the country where the company is located. The three characters after the country code provide the number of the *Certified Company* in that country. Furthermore the letters “SP” are attached.

Service Sign

Every *Certified Service Provider* has a unique *Service Sign* including a unique *registration number*. The *Certified Company* is granted the right to use the *Service Sign* for advertising purposes.

Storage Guidelines

The *Storage Guidelines* define the requirements for end-users’ stores. The construction of the store has a significant influence on the quality of the pellets. The construction of stores according to the guidance of the *Storage Guidelines* is a precondition for the acceptance of end-user complaints.

Every *National Licensor* publishes its own version of the *Storage Guidelines*.

Sublicense Contract

Sublicensed traders may sell certified pellets in bulk if a *Certified Trader* grants them the right to use their *ENplus Seal*. The precondition for sublicensing is that the physical handling of the pellets is performed only by the *Certified Company*. The *Sublicense Contract* shall be signed by the sublicensed trader and the *Certified Company*. The *International Licensor* shall be informed about such arrangements within 2 weeks of the contract being made.

Testing Body

A *Testing Body* is a company operating a laboratory carrying out fuel analyses according to the relevant testing standards. *Testing Bodies* being active within the ENplus scheme shall be listed by the *International Management*.

NORMATIVE REFERENCES

CEN/TC 15370-1: Solid biofuels - Method for the determination of ash melting behaviour - Part 1: Characteristic temperatures method

EN 14778: Solid biofuels - Sampling

EN 14961-2: Solid biofuels – Fuel specification and classes – Part 2: Wood pellets for non-industrial use

EN 15234-2: Solid biofuels - Fuel quality assurance - Part 2: Wood pellets for non-industrial use

ISO 3166: Codes for the representation of names of countries and their subdivisions

ISO 16948: Solid biofuels - Determination of total content of carbon, hydrogen and nitrogen contents

ISO 16968: Solid biofuels - Determination of minor elements

ISO 16994: Solid biofuels - Determination of total content of sulphur and chlorine

ISO 17225-1: Solid biofuels - Fuel specifications and classes - Part 1: General requirements

ISO 17225-2: Solid biofuels - Fuel specifications and classes - Part 2: Graded wood pellets

ISO 17828: Solid biofuels - Determination of bulk density

ISO 17829: Solid Biofuels - Determination of length and diameter of pellets

ISO 17831-1: Solid biofuels - Determination of mechanical durability of pellets and briquettes - Part 1: Pellets

ISO 18122: Solid biofuels - Determination of ash content

ISO 18125: Solid biofuels - Determination of calorific value

ISO 18134: Solid biofuels - Determination of moisture content -

ISO 18846: Solid biofuels - Determination of fines content in quantities of pellets

ISO 9001: Quality Management Systems – Requirements

ISO/IEC 17020: Conformity assessment - Requirements for the operation of various types of bodies performing inspection

ISO/IEC 17025: General requirements for the competence of testing and calibration laboratories

ISO/IEC 17065: Conformity assessment - Requirements for bodies certifying products, processes and services

Note: Until the referenced ISO analysis standards are published, analyses shall be performed according to the related CEN standard.

1 COMING INTO FORCE

This document, Part 1 of the *ENplus Handbook*, version 3.0, will come into force with its publication on 1st of August 2015.

Information about the coming into force of the regulation of the certification scheme can be found in the specific parts.

2 SCOPE OF THE CERTIFICATION SCHEME

The aim of the ENplus certification scheme for wood pellets is to secure the supply of wood pellets for heating and CHP in residential, commercial and public buildings with a clearly defined and constant quality.

ENplus is a quality certification scheme that covers the entire supply chain of wood pellets: from the production and delivery chain of wood pellets all the way to the end user's store. The essential components of the certification scheme are:

- Definition of quality classes and specification of pellet properties
- Provisions on the quality management of pellet producers, traders and service providers
- Requirements on product declaration and use of the *Certification Seal*
- Listing of bodies, licensing and revoking, training, (these aspects will be handled in a separate document, part 5 of the *ENplus Handbook*, version 3).
- Inspection and conformity evaluation of products, processes and documents within the relevant standards and the provisions of this handbook.

The rights, responsibilities and obligations for *Certified Companies* and applicants are defined in this *Handbook*. The *Handbook* will be revised regularly by an editorial group authorised by the *Board of ENplus*. The *International Management* of ENplus may publish amendments to the *Handbook* as well as clarifications and may publish specific rules regarding end-user delivery.

3 SETUP OF THE CERTIFICATION SCHEME

The *Licensee* has received the licensing rights for the registered trademark ENplus (*ENplus Logo*), from the developer and license owner of the ENplus certification scheme, Deutsches Pelletinstitut GmbH (DEPI). The *Licensee* is allowed to grant the licensing rights to an association member of the European Pellet Council (EPC) that represents the wood pellet industry in its respective country or region. The license to use the ENplus trademark is always issued by the *International Licensor* or a *National Licensor*.

Pellet associations that have received the licensing rights for their country serve as *National Licensor* and organise the *management* of ENplus in their country. The *National Licensor* contracts one or more *National Certification Bodies* for the conformity evaluation of companies in its country¹.

In countries without a *National Licensor*, ENplus certification will be coordinated by the *International Management*.

The independence of the certification scheme is guaranteed through the involvement of independent accredited bodies for certification², inspection and testing. All *Testing, Inspection and Certification Bodies* who verify that companies comply with the provisions of the ENplus Handbook shall be accepted and listed with the *International Management* and who publishes them on the international ENplus website (www.enplus-pellets.eu).

An up-to-date list of all *National Licensors* is published on the international ENplus website.

The *International Licensor* will grant the license to use the *Certification Seal* consisting of the *ENplus Logo* and the respective *ENplus ID* to companies who fulfil the obligations under the provisions of the *Handbook* and enter into a contract with the *International Licensor*.

If a *National Licensor* is terminated or loses their ENplus licensing rights, license users from this country will receive their established license directly from the *Licensee* without further delay.

National Licensors will define specific national regulation in order to implement general rules regarding trader equipment and acceptance of complaints. This national regulation will be clearly marked.

¹ Due to historical reasons Austria has two *National Certification Bodies*. Applicants may choose the one responsible for the certification of their company.

² Due to historical reasons the German implementation of ENplus is organised as an ISO 9001 group certification with DEPI as system support organisation that serves as *National Licensor* and *National Certification Body* without being accredited. The independency is guaranteed by an ISO 9001 certificate of the accredited *Certification Body*.

4 FLOW OF INFORMATION AND CONFIDENTIALITY

The *International Management* and the *Listed Bodies* are committed to the non-disclosure of all business-related information received through contact with the *Certified Company* in the course of or before certification, if this information is not publicly available. The *International Management* of ENplus will not disclose business-related information of *Certified Companies* to the members of EPC or those of national pellet associations. Disclosure is only possible if the *Certified Company* releases the *International Management* and the listed bodies from their non-disclosure obligation or if the *International Management* and the listed bodies are obliged by law to disclose specific information.

The *Listed Bodies*, and the *International Management* form a confidentiality chain. Listed bodies are obliged to provide the *International Management* with all necessary information about a *Certified Company* according to the provisions of this *Handbook*. This includes the information provided in the laboratory report, *Inspection Report*, *Conformity Report* and the *certificate* as well as any information needed for complaint management.

The International management may use information taken from conformity and testing report for fast tracking quality issues or for preparing publication about the scheme. Information will only be published in a way that guarantees that no conclusions can be drawn on a particular *Certified Company*.

Where a *Certified Company* has *Affiliated Companies* in other countries, an exchange of information between the concerned *National Managements* may be necessary.

5 OVERVIEW ABOUT THE TYPES OF CERTIFICATION

For a load of bulk pellets to be sold as ENplus certified, all companies which are involved in the supply chain and which have physical contact with the pellets should be certified.

The following figures show the activities that need to be certified and which activities can request a voluntary certification.

All processes, except pellet production, may be performed by an external service provider.

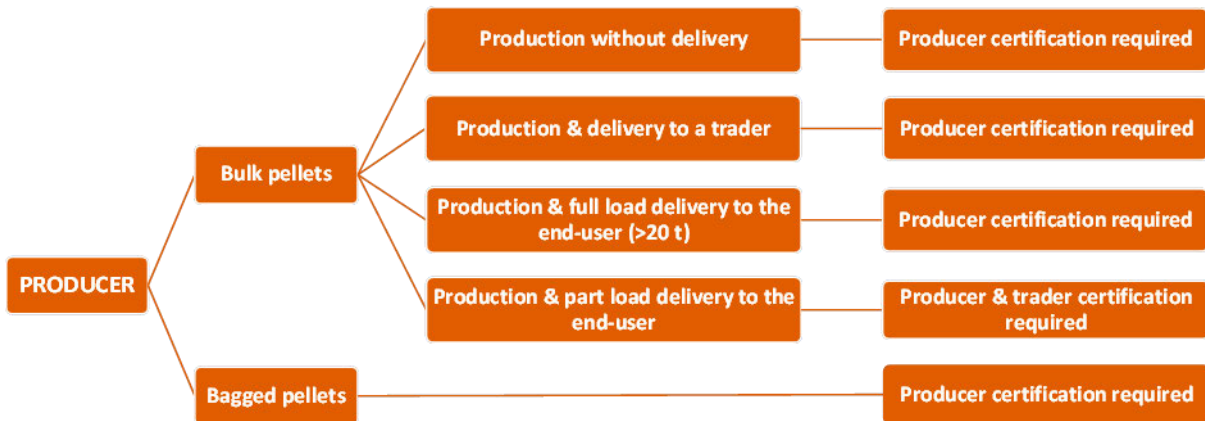


Figure 1: The certification required by Producers depending on different business activities

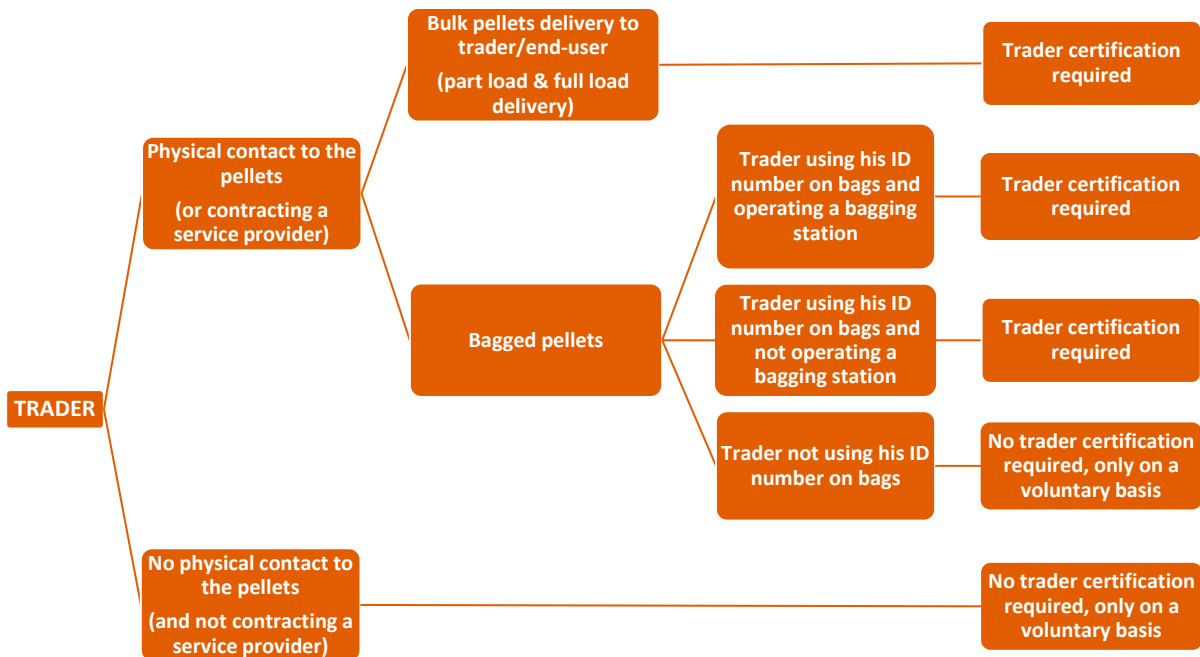


Figure 2: The certification required by Traders depending on different business activities

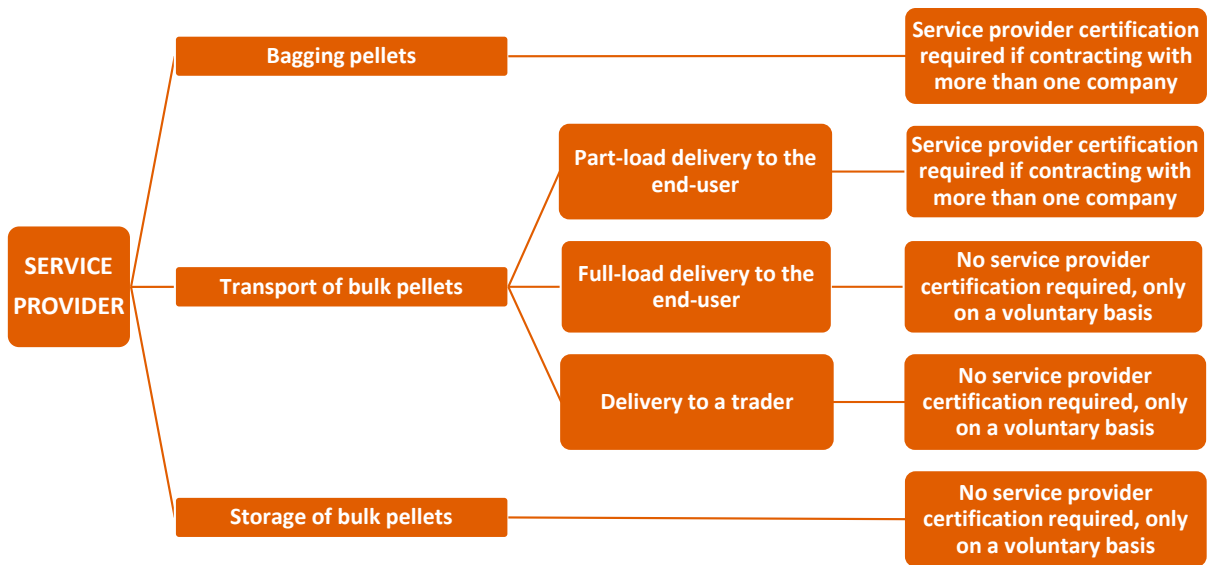


Figure 3: The certification required by Service Providers depending on different business activities

ENplus

**Quality Certification Scheme
For Wood Pellets**



ENplus Handbook

For countries not managed by any national licensor/supporter

Part 2: Certification Procedure

Version 3.0, August 2015

Publisher and responsible Licenser:

European Pellet Council (EPC)

c/o AEBIOM - European Biomass Association

Place du Champ de Mars 2

1050 Brussels, Belgium

Email: enplus@pelletcouncil.eu

Website: www.enplus-pellets.eu

This Handbook is only valid for countries not managed by any National Licenser/supporter.

The European Pellet Council (EPC) is responsible for the implementation of ENplus and can grant *Certified Companies* the right to use the ENplus certification seals for all the countries that are not covered by any national pellet association. A list of these national pellet associations, either managing ENplus (National Licenser) or supporting the development of ENplus (National supporting association) in their respective countries, are listed on www.enplus-pellets.eu

PREFACE

This document is part of the *ENplus Handbook, Version 3* defining the rules for the ENplus Quality Certification Scheme for Wood Pellets. The different parts of the handbook are:

- Part 1: General
- Part 2: Certification Procedure
- Part 3: Pellet Quality Requirements
- Part 4: Sustainability Requirements
- Part 5: Scheme Organisation
- Part 6: Schedule of Fees

The current versions of these parts are published on the international website of ENplus [www.enplus-pellets.eu]

This document, Part 2 (version 3.0) of the *ENplus Handbook*, contains information on the following topics:

- Provisions for producer certification
- Provisions for trader certification
- Provisions for service provider certification

National Licensers may define specific national regulations in the national versions of the *Handbook* in order to implement general rules regarding trader equipment and acceptance of complaints. The national regulations must be clearly marked.

Certified companies have to follow the rules of the *Handbook* issued by the *Competent Management*.

In case of any dispute about the regulation defined in the *Handbook*, the regulation of the Master-Handbook applies (exception: national regulation).

Terms written in italic characters are defined in the section “Definitions of terms” in part 1.

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NORMATIVE REFERENCES

CEN/TC 15370-1: Solid biofuels - Method for the determination of ash melting behaviour - Part 1: Characteristic temperatures method

EN 14778: Solid biofuels - Sampling

EN 14961-2: Solid biofuels – Fuel specification and classes – Part 2: Wood pellets for non-industrial use

EN 15234-2: Solid biofuels - Fuel quality assurance - Part 2: Wood pellets for non-industrial use

ISO 3166: Codes for the representation of names of countries and their subdivisions

ISO 16948: Solid biofuels - Determination of total content of carbon, hydrogen and nitrogen contents

ISO 16968: Solid biofuels - Determination of minor elements

ISO 16994: Solid biofuels - Determination of total content of sulphur and chlorine

ISO 17225-1: Solid biofuels - Fuel specifications and classes - Part 1: General requirements

ISO 17225-2: Solid biofuels - Fuel specifications and classes - Part 2: Graded wood pellets

ISO 17828: Solid biofuels - Determination of bulk density

ISO 17829: Solid Biofuels - Determination of length and diameter of pellets

ISO 17831-1: Solid biofuels - Determination of mechanical durability of pellets and briquettes - Part 1: Pellets

ISO 18122: Solid biofuels - Determination of ash content

ISO 18125: Solid biofuels - Determination of calorific value

ISO 18134: Solid biofuels - Determination of moisture content -

ISO 18846: Solid biofuels - Determination of fines content in quantities of pellets

ISO 9001: Quality Management Systems – Requirements

1 COMING INTO FORCE

The regulations defined in Part 2 of the *ENplus Handbook*, version 3.0 will come into force when it is published on 1st of August 2015.

Companies that are already certified at that date may continue to produce and trade according to the rules defined in version 2.0 of the *ENplus Handbook* until 31st of December 2015, referring to the European standard EN 14961-2 in their delivery papers and on their bag design.

A longer transition period will be implemented for the use of the bag design and for the use of the previous *Certification Seal* on delivery notes, promotional material (except trucks) etc.; this period will end on 31st of July 2016.

Companies certified after 31st of July 2015 shall comply with the requirements defined in Part 2 of the *ENplus Handbook*, version 3. From 1st of January 2016, the *Inspection Bodies* and *Certification Bodies* must check the compliance of companies with the requirements stated in this version of part 2 of the *ENplus Handbook*, version 3.

2 GENERAL REGULATION

2.1 Validity of Certificate and License

The license to use the *Certification Seal* is valid as long as the *Certified Company* holds a valid certificate (issued by a *Certification Body*) and until the *International Licensor* or the *Certified Company* terminates the licensing contract.

The *International Licensor* has the right to suspend the license contract for a limited period, or terminate it, if the terms of use are violated or if the *Certification Body* states that a *Certified Company* no longer conforms to the requirements and therefor suspends or revokes the certificate. If a *Certified Producer* has several production sites, the license can be suspended or revoked only for the location in which the non-conformities were identified and for the length of time it takes for them to be corrected. Wood pellets from other production plants of the *Certified Producer* can still be marketed as certified product.

The certificate is valid for one certification period lasting three years. The certification period starts with the issuing of the certificate. *Certified Companies* will receive a new certificate at the beginning of each new certification period.

If a license contract is terminated, the *ENplus ID* of the *Certified Company* will be blacklisted and it can never be assigned again to another *Certified Company*. The formerly *Certified Company* can re-apply for certification and, if successful, they will be issued a new *ENplus ID*.

Certified Companies that are blacklisted due to misuse of the *ENplus* trademark or because they committed fraud can be banned for a period of up to two years.

2.2 Affiliated Companies

The *ENplus* license can include more than one legal entity in the case of *Affiliated Companies*. *Affiliated Companies* are completely or partly owned by the legal entity that is the *Certified Company*. This legal entity shall be entitled to force the *Affiliated Company* to obey both the provisions of the *Handbook* and requests from the *International Management*. Typical cases of *Affiliated Companies* are:

- producers with multiple production plants organised as separate legal entities that are completely or partly owned by the legal entity of the producer that is the *Certified Company*
- producers with a sales organisation for their own produced pellets as a separate legal entity that is completely or partly owned by the legal entity that is the *Certified Company*
- traders with regional sales organisations organised as separate legal entities that are completely or partly owned by the legal entity that is the *Certified Company*
- contracted service providers that are completely or partly owned by the legal entity that is the *Certified Company*

Affiliated Companies shall be approved by the *International Management*. *Certified Companies* shall provide a list of *Affiliated Companies* attached to their application and report on any changes or additions regarding the organisation of their company.

2.3 Sublicensing

Sublicensing can be used to allow “paper trading” of bulk pellets without the need for the “paper trader” to be certified. A “paper trader” must not have any physical contact with the pellets or any contract with a service provider who has physical contact with the pellets. This could either be brokers in business-to-business-trade or retail traders working exclusively for one *Certified Trader*. Sublicensed traders are allowed to sell certified pellets in bulk if a *Sublicense Contract is in place*. That contract must be signed by both the sublicense trader and the *Certified Trader* and grants the right to use the *Certification Seal* of the *Certified Trader*. The *International Management* needs to be informed of this within 2 weeks of the contract being made. A template for the sublicense contract can be found on the international ENplus website [www.enplus-pellets.eu] and the relevant national ENplus website.

The basic principle is that all the physical handling of the pellets shall be performed by *Certified Companies*. It is mandatory that the non-certified trader does not own technical equipment for wood pellets such as storage sites and delivery vehicles and does not employ any service provider to carry out such tasks.

2.4 Identification Marking

2.4.1 ENplus ID

The *International Management* provides a unique *ENplus ID* to every *Certified Company*. Each *ENplus ID* has five characters that specify whether the *Certified Company* is a trader or a producer and the country it comes from.

Producers

The first two characters indicate the country where the plant is located. Country codes are specified according to ISO 3166-1-alpha-2. The three characters after the country code (001 to 299) provide the number of the *Certified Producer* in that country.

A producer with several production sites in several countries shall have a minimum of one ID for each country.

If a producer requests a common ID for several plants in one country a specific plant number will be attached to the *ENplus ID*. The plant number will only appear on the certificate (e.g. “BE010-2”).

Traders

The first two characters indicate the country where the headquarters of the pellet division of the *Certified Company* are located. Country codes are specified according to ISO 3166-1-alpha-2. The three characters after the country code (301 to 899) provide the number of the *Certified Trader* in that country.

Affiliated Companies (without a production site) situated in the country of the *Certified Company* will be active under the *ENplus ID* of that company. *Affiliated Companies* not situated in the same country as the headquarters of the pellet division of the *Certified*

Company may choose if they want to be active under the *ENplus ID* of the mother company or if they want to get an *ENplus ID* with the country code of the country in which they are situated.

Where the producer also has trader certification, he can use the same trader ID for selling the pellets from all plants.

An imprint of the sellers' *ENplus ID* on the delivery documentation is the minimum mandatory requirement for each delivery of *ENplus* bulk pellets no matter if the *Certified Company* has physical contact to the pellets or not. For *Bagged Pellets*, the *Quality Seal* shall be stated on the bag (see *Bagged Pellets* requirements, section 2.5).

An example of the *ENplus ID* for a Belgian producer can be seen in *Figure 1* showing a *Certification Seal*.

2.4.2 Certification Seal

Every *Certified Producer* and every *Certified Trader* has a unique *Certification Seal* which consists of the *ENplus Logo* and a unique *ENplus ID*. Producers, traders or service providers (whether certified or not) are prohibited from any use of the logo without the ID.



Figure 1: *Certification Seal (example: pellet producer in Belgium)*

Once the certificate is issued and a contract with the *International Licensor* is signed, the company is granted the right to use the *Certification Seal* for the labelling of its products and for advertising purposes as long as the company is listed on the relevant *ENplus* websites (international website [www.enplus-pellets.eu] and national *ENplus* website (if the company is situated in a country with *National Licensor*). The *Certification Seal* shall be used in a way that guarantees that it is only relevant for *ENplus* certified pellets. *Certified Companies* who manufacture or trade certified and non-certified goods shall avoid giving the impression that all their production and trade quantities are certified.

Information about the permitted colours and colour combinations can be found in the Annex.




The *Certification Seal* shall have a minimum height of 20 mm. The aspect ratio of the *Certification Seal* delivered by the *International Management* shall be maintained by the *Certified Company*.

2.4.3 Quality Seal

Each of the quality classes has a unique quality logo that shall only be used in combination with the *Certification Seal*. The combination of the quality logo and the *Certification Seal* is named the *Quality Seal*. The *Quality Seal* shall be displayed on the label of Bagged Pellets. The *Quality Seal* may be used for marketing purposes related to the product of the respective quality class.

Examples for *Quality Seals* referring to the different quality classes are shown in *Table 1*. (ENplus ID of a Belgian Producer)

Table 1: Examples of *Quality Seals* for the quality classes ENplus A1, ENplus A2, ENplus B

<p><i>Quality Seal</i> for ENplus A1 quality class</p>	
<p><i>Quality Seal</i> for ENplus A2 quality class</p>	
<p><i>Quality Seal</i> for ENplus B quality class.</p>	

Guidance on the permitted colours and colour combinations can be found in the Annex.

2.4.4 Service Sign & Service Provider Registration Number

The *Service Sign* is assigned to *Certified Service Providers* (see section 5). It includes a unique registration number that is allocated to every *Certified Service Provider*. The first two characters indicate the country in which the facility of the service provider is located. Country codes are specified according to ISO 3166-1-alpha-2. The three characters (900-999) that appear after the country code indicate the number of the *Certified Company* in that country. In order to distinguish the *Service Provider Registration Number* from the *ENplus ID* of a *Certified Producer* or a *Certified Trader*, the letters “SP” are placed after the number.



Figure 2: ENplus Service Sign with the Service Provider Registration Number of a Belgian company (example)

Information about the permitted colours and colour combinations can be found in the Annex.

The *Service Sign*, or at least the *Service Provider Registration Number*, shall be used on all documents (e.g. contracts, invoices) related to services provided within the ENplus scheme.

The aspect ratio of the *Service Sign* delivered by the *International Management* shall be maintained by the *Certified Company*.

2.5 Bagged Pellets Requirements

Pellet bags are a packaging unit for the retail market. Pellet bags may contain up to 30 kg of pellets of the quality classes ENplus A1 or ENplus A2. Bagging pellets of quality class ENplus B is not allowed.

The address of the company whose *ENplus ID* appears on the bag must be displayed. This could be the ID (not the *Service Provider Registration Number*) of the company bagging the pellets or the ID of the company whose bag design is used. The details of the company mentioned on the bag shall correspond to the details of the holder of the *Certification Seal* as listed on the ENplus website. A non-certified company can mention on its promotional materials (website, flyers etc.) that it is selling ENplus certified *Bagged Pellets*. Displaying the ENplus Logo is only possible by showing a picture of the bags containing the *Certification Seal*.

Under no circumstances can the non-certified company imply the *Certification Seal* is its own; this is to avoid misleading customers.

All ENplus bag designs must be approved by the *International Management* before the bags are sold on the market.

The following mandatory information shall be labelled in the language of the country in which the pellets are to be marketed:

- “Wood pellets” (relevant quality class needs to be stated additionally in case the old *Certification Seal*, as defined in Version 2.0 of the *Handbook*, is used)
- Name and address of the company whose *ENplus ID* appears on the bag
- *Quality Seal* (see section 2.4.3) of the responsible company
- The diameter (6 mm or 8 mm). The inclusion of other fuel properties on the bag is voluntary but must conform to the following options:
 - The threshold values are shown as defined in *part 3 of the Handbook, Table 1* (including \geq or \leq sign and unit).
 - A stricter limiting value for each of the technical requirements can be stated. In this case, the sample shall be taken by a *Listed Inspector* and the analyses shall be carried out by a listed *Testing Body*. The recent laboratory reports of all producers whose pellets are bagged and labelled this way shall be sent to the *International Management* when providing the bag design for approval. The values stated in the report(s) shall correspond to the information on the bag.
- The note “Store in dry conditions.”
- The note “Use only in approved and appropriate combustion systems according to manufacturer instructions and national regulations.”
- Net weight (in kg)

Additional information indicated on the bag cannot be false or misleading. During the bag design approval, proof of evidence can be required by the *International Management* to prove the veracity of the additional information stated on the bag. The origin of pellets shall only be indicated in connection with a producer ID.

The *Certified Company* whose *ENplus ID* is printed on the bag shall provide a facsimile of each bag label to the *International Management* for approval whether it is its own brand or not.

2.6 Big Bag Requirements

Two categories of *Big Bags* (up to a weight of 1,5 metric tonnes) are considered within the ENplus scheme: sealed *Big Bags* and unsealed *Big Bags*.

Sealed Big Bags

Where *Big Bags* are sealed with a seal (on the filling level) with the *ENplus ID* of the relevant company on it, the *Big Bags* can be traded as small pellet bags. Where a sealed *Big Bag* is sold to a non-certified trader or an end-user, the information required for *Bagged Pellets* (see *section 2.5*) shall be attached to the bag. Pellets from sealed *Big Bags* are only allowed to be filled directly into vehicles for end-user delivery without sieving, if no non-certified trader has entered the supply chain.

Unsealed Big Bags

Pellets in unsealed *Big Bags* are considered as bulk pellets. The related requirements are to be implemented.

2.7 Reference Samples

The analysis of a reference sample offers a solid basis for the decision on quality-related complaints from customers (business-to-business and end-users).

Certified Companies are required to take a reference sample of at least 500 g each time a vehicle is loaded. If there are less than 3 loadings per loading point per day of delivery, the sample's total mass shall be a minimum of 1,5 kg for each loading point.

Reference samples shall be taken during the loading process, preferably from falling material. The samples shall be stored for at least nine months under appropriate conditions. Samples shall be sealed (e.g. by using bags with self-adhesive closing) and identified with the sample point, date, quality class if divergent of class ENplus A1 and licence plate of the truck.

For *Bagged Pellets*, no reference samples need to be stored.

2.8 Objection Proceedings

Applicants and *Certified Companies* can appeal by filing a written objection to the *International Management* against the following decisions:

- Refusal of certification
- Ordering of new monitoring inspections
- Ordering of extraordinary inspections
- Ordering of more frequent inspections in the scope of internal controls
- Suspension and cancellation of the certificate and/or the license
- Exclusion of an additive

The objection is only permissible when the applicant or *Certified Company* proves that the affected decision violates its own rights. A written decision on the objection will be made within two weeks by the *Board of ENplus*. Any person who is directly affected by the objection decision will not participate in the decision making process.

3 CERTIFICATION OF PELLET PRODUCERS

3.1 Scope and Limits of Producer Certification

The fact that a producer is listed on all relevant ENplus websites (international ENplus website [www.enplus-pellets] and national ENplus website) attests that the company complies with the specifications of the certification scheme and has signed a license contract with the *International Licenser*. This includes raw material procurement and processing, pellet production, storage, transport, bagging, quality control, staff qualification, complaint management and documentation requirements. All processes are checked during an annual inspection carried out by a *Listed Inspector* assigned by a listed *Inspection Body*.

The certification of a pellet producer does not include

- trade of pellets from other pellet producers
- *Part Load Deliveries* to end-users

Producers who want to offer certified pellets related to these operations need an additional trader certification and shall have regular trader inspections by *Listed Inspectors* assigned by a listed *Certification Body*. The *Certified Producer* is required to notify the *International Management* of contracted service providers for bagging pellets. The bagging station of a non-certified service provider shall be inspected before being put into operation. The *Certified Producer* is responsible for the performance of contracted service providers. Rules for service providers are defined in section 5. All sales ex-works are covered by producer certification and need no trader certification. The need for certification for companies with different activities can be seen in *Figure 3*.

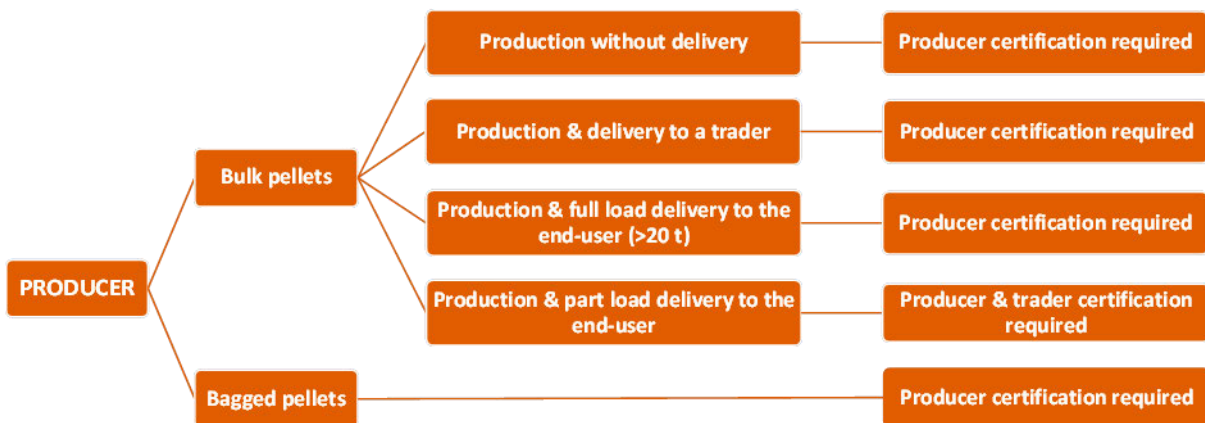


Figure 3: The different certification requirements depending on producers' business activities

3.2 Application of Pellet Producers

Pellet producers shall apply for certification with the *International Management* of ENplus.

1. Applicants should visit the international website of ENplus (www.enplus-pellets.eu) and check whether the country in which the production site is located has a *National Management*.

If the country in which the production site is located has no *National Management*, the applicant should download and read the relevant sections of this *Handbook* and the “Application Form for Pellet Producer” from the international ENplus website.

If the country in which the production site is located has a *National Management*, the applicant should follow the link to the *National Licensor’s* ENplus website and download the national versions of the application documents and the schedule of fees.

2. The applicant shall choose and contract a listed *Inspection Body* for an annual production inspection and a listed *Certification Body* (the contract duration should correspond to the certification period). The applicant may also choose a listed *Testing Body* for pellet analysis or may include laboratory services in the inspection contract.
3. The pellet producer sends his application including a list of *Affiliated Companies* and data sheets for stores and bagging stations via Email and 2 signed and stamped paper copies by post to the *International Management*.
4. A *Listed Inspector* from the contracted *Inspection Body* will perform an initial inspection (including all storage sites operated by the company and including storage sites operated by contracted service providers and utilized by the applying company) and send a copy of the *Inspection Report* within 2 months of the inspection date to the contracted *Certification Body*. Where the applying company needs more time to deliver missing information, this time limit can be extended. The *Certification Body* will evaluate the *Inspection Report*. If the applicant complies with the ENplus provisions, the *Certification Body* issues the *Conformity Report* and submits the document to the applicant as well as to the *International Management*. This should be done at least one month after the receipt of the *Inspection Report*.
5. The *International Management* sends an invoice for the license fees based on the projected production figures for the year. The fees will be calculated by applying the fraction of the year remaining to the estimated production for the full year. After the applicant has paid the fees, the *International Management* sends the *Certification Seal*, to the *Certified Producer*; the *Competent Certification Body* provides the certificate to the company. The producer and the *International Management* sign a contract; the contract may be part of the application form. The company name and address as well as the ENplus ID and the quality classes produced will be published on all relevant ENplus websites.

If the applicant is bagging pellets, the bag design shall be approved by the *International Management*.

The applicant may withdraw their application at any stage of the procedure. The *International Management* will reject the application if it does not receive a positive conformity evaluation

within 3 months of the initial inspection and may reject the application if the applicant does not pay the license fees within one month of invoicing.

3.3 External Control of Pellet Producers

Certified Pellet Producers are required to instruct a listed *Inspection Body* for annual on-site inspection. Inspections shall be carried out by a *Listed Inspector*. All regular inspections shall be performed annually in a time period of \pm three months relative to the date of the initial inspection except for the last inspection of the certification period that shall be performed before the certificate expires (but not more than 6 months before the expiring date), in order to ensure that the renewal of the certificate is concluded before the expiration date.

The *Inspection Body* shall offer an appropriate inspection date. The *Certified Company* shall give the inspector access to all sites and to all the relevant documentation and personnel. The inspector will:

- take samples of certified bulk pellets at the next possible point after the production process (cooler), seal them and arrange their delivery to the *Testing Body*. The sample will be analysed for all fuel properties mentioned in *table 1 of part 3 of the Handbook*.
- examine the operating equipment and installation including a random choice of remote storage sites that may also be operated by service providers (*number of controlled stores: \sqrt{n} ; $n = \text{total number of stores}$*). During the initial inspection, the inspector will check and document them in total.
- check the quality management system including operating procedures, documentation, quality policy and the qualification of personnel.
- check the origin of raw materials and additives.
- check the GHG calculation
- check of complaint management
- check of fulfilment of the reporting obligations to the *International Management*
- validate the self-inspections (e.g. by comparing the lab results of a shared pellet sample with those from the internal tests of the *Certified Company*).
- check production and sale figures
- check if only approved bag design has been used where the company is bagging pellets
- take a pellet bag as a sample where the company operates a bagging line. The sample will be analysed for the share of fines.

Production and bagging lines that are put into operation after the initial inspection shall be inspected by a *Listed Inspector* before the product is put on sale.

Additionally, extraordinary inspections can be carried out upon demand by the *International Management*, e.g. if significant complaint(s) are received. In case a type A non-conformity is stated, the *Certified Company* shall pay for the extraordinary inspection and related pellet analyses. The *Certified Company* can file an objection against the decision of the inspector (see *section 2.8*). Where the extraordinary inspection proves unjustified, the *International Management* shall pay for the services of the inspector.

The inspector will evaluate and classify all findings that don't conform to the provisions from the *Handbook* and the amendments to the *Handbook*. The classification of non-conformities is according to the quality risks:

Type A non-conformities concern non-complying fuel properties and insufficient self-monitoring tests. The applying/certified company has to find out why the type A non-conformity happened and has to correct it. The inspector shall decide whether a new inspection is necessary or if the correction of the non-conformity can be proved another way (e.g. by providing photo/video evidence). The *Inspection Report* is sent to the *Competent Certification Body* after the company would have provided a satisfying proof of correction or after the company would have missed the deadline for providing a satisfying proof.

Type B non-conformities represent the risk that the product might not meet the specifications consistently (and if not addressed could lead to type A non-conformities) or that the origin of the quality problems could not be detected. Type B non-conformities are listed in the *Inspection Report* to be sent to the *Competent Certification Body*. The applying/certified company has to correct the type B non-conformity. It is up to the *Certification Body* to set a deadline for correction, the applying/certified company shall send a proof of correction to the *Certification Body*. Type B non-conformities shall be corrected before the *Conformity Report* is issued.

Type C non-conformities are minor deviations that don't pose a risk for the product not to meet the specifications. Type C non-conformities shall be listed in the *Conformity Report* and shall be corrected at the latest before the next inspection. The *International Management* is responsible for the follow up and for the setting of deadlines related to the use of the *Certification Seal*, delivery documents, bag design, GHG calculation or reporting obligations.

In case the correction of a type A or type B non-conformity is not proven within the deadline, the *Competent Certification Body* will suspend the certificate and will set a new deadline for correction. If the applying/certified company is not able to perform the correction of a type A or type B non-conformity within the new deadline, its certificate will be revoked.

The *Inspection Report*, the laboratory report and the GHG calculation shall be submitted, within one month from the inspection, to the client and to the *Competent Certification Body*. Whether the applying/certified company needs more time to deliver missing information, the deadline could be extended after consultation with the *Competent Certification Body*.

The *Competent Certification Body* shall submit the *Conformity Report* within two months after the inspection date to the *International Management*. Where the applying company needs more time to deliver missing information, this time limit can be extended.

The *Conformity Report* contains information necessary for the monitoring of the certification scheme:

- production figures of bulk pellets and *Bagged Pellets*
- information on raw materials and additives

- information on customer complaints
- information on type C non-conformities (type A and type B non-conformities have to be corrected before the *Conformity Report* is issued)
- laboratory report and GHG calculation as attachments

3.4 Requirements on Pellet Producers

The following requirements apply for *Certified Companies* as well as for companies applying for certification. Requirements related to *Bagged Pellets* and *Big Bags* are defined in the respective sections (2.5 and 2.6).

3.4.1 Quality Management

The quality management shall include an in-house manual including operational instructions, training records (external and internal) and procedures for the handling of claims and complaints.

Quality manager: the management of the *Certified Company* shall appoint a quality manager with knowledge of the effect of different operating processes on the quality of the produced pellets. The quality manager shall be mandated to implement measures to meet the requirements for quality control and the internal quality management documentation. They serve as contact person for the involved *Inspection Body*, the *Certification Body* and the *International Management*. The latter will inform the quality manager about improvements and changes in the certification scheme. Furthermore they are required to participate in an external training course on pellet quality within the first year of certification and then at least once every certification period thereon. The training shall be approved by the *Competent Management* of ENplus.

The quality manager shall ensure the orderly documentation and evaluation of operating processes that affect the quality of the wood pellets. The documentation shall be kept up-to-date and should be regularly presented to the management. For this purpose, it is recommended to maintain a shift book. Discovered defects are to be immediately disclosed to the responsible employees and are to be remedied.

The quality manager serves as the contact person for their colleagues in case of malfunctions in the production process. The quality manager may delegate individual monitoring and documentation tasks to other employees. In this case, they shall advise the responsible employees of their duties and monitor the carrying out of these duties to ensure that they are being done correctly. Large companies with subsidiaries in different countries need at least one quality manager per country.

The quality manager of a *Certified Company* is required to conduct annual quality training with all employees. This training shall be documented (date, participants, contents).

3.4.2 Raw Materials

The requirements on the origin of the wood raw materials are based on ISO 17225-2 and described in part 3 of the *Handbook*, Table 2.

The requirements on amount and type of additives are described in *part 3 of the Handbook*, section 4.

3.4.3 Installations and Operating Equipment

The *Certified Company* shall have suitable technical equipment and installations for the production, storage, handling and packaging of high quality wood pellets. Installations shall fulfil the following specifications.

- Unloading, manipulation and storage areas for raw materials shall be protected against contamination by substances such as soil, stones and grains.
- Pellet storages shall protect the pellets from moisture and contamination.
- Stores for different quality classes shall be spatially divided.
- Pellet loading areas shall have a protection against rain and snow, even under heavy wind conditions.

The *International Management* may allow exceptions for the requirement below. Any exception will have to be formally approved with a written confirmation from the *International Management*.

- If wood pellets from the store are delivered to end-users, the storage facility shall be equipped with a device to separate the fine fraction before loading the transport vehicle. The device shall be constructed to reduce the share of fines from 10 w-% to below 1 w-% in day-to-day-operations. Pellets shall not be stored after separation of fines. If there is a hopper it shall be completely discharged periodically once after the decuple of the hopper's volume has been operated. In case the hopper's capacity is bigger than 20 metric tonnes it shall be completely discharged every 200 tonnes.

3.4.4 Main Processes

The following processes shall be implemented; the realisation shall be documented.

Table 2: Main processes in pellet production and related documentation requirements.

Area	Processes	Documentation requirements
Incoming goods	Acceptance of goods <ul style="list-style-type: none"> • Visual inspection, e.g. bark, rotting, contamination. • Check of delivery documents. 	<ul style="list-style-type: none"> • Delivery documents for raw materials • origin of raw material (<i>part 3 of the Handbook, Table 2</i>) • wood species (broadleaved or coniferous wood) • Delivery documents for additives including data sheets.
Production process (incl. storage & bagging)	<ul style="list-style-type: none"> • Periodic maintenance • Periodic cleaning • Calibration, verification or validation of the weighing system of the bagging line 	<ul style="list-style-type: none"> • Standard operating procedures. • Maintenance and cleaning plans incl. affirmation of implementation. • Production parameters including additive dosing. • Deviations and disorders including corrective actions and management of non-conforming products. • Work carried out, e.g. change of press. • Documentation of validation of the weighing system of the bagging line
Outgoing goods	<ul style="list-style-type: none"> • Periodical check of the separation of fines • Reference sampling. • <i>Full Load Delivery</i> to end-users: check of vehicles that are used for goods other than certified pellets for contamination • Check of temperature (max. 40 °C). Freedom of choice of methodology. 	<ul style="list-style-type: none"> • Delivery notes including prior freight in case of vehicles that are used for goods other than certified pellets. • Reports of visual inspections. • Cleaning procedures.
Quality control	<ul style="list-style-type: none"> • Self-monitoring including evaluation of results. • Maintenance, cleaning, calibration, verification or validation of testing devices. 	<ul style="list-style-type: none"> • Testing and inspection procedures. • Testing results. Evaluation of testing results. • Corrective measures.

3.4.5 Self-Monitoring

Certified Producers shall implement regular self-monitoring of pellet quality for the parameters in *Table 3*. The testing methods may deviate from the ISO 17225-2 specifications. All testing methods shall be validated during the annual inspection by comparative measurement.

The frequency of the test for each production site shall be a minimum of once per shift. The minimum frequency shall be at least N in 24 h where N is:

$$N = \frac{10}{days} * \sqrt{\frac{ton}{10}}$$

N = number of sample in 24h
 days: annual working days
 ton: annual output of pellets per production site in metric tonnes

Example N=10/220*√50 000/10 = 3 times per 24h

Table 3: Minimum requirements for self-monitoring test

Parameter	Sample point	Frequency
Bulk Density	After production, before storage	N, at least once per shift
Moisture Content	After production, before storage	N, at least once per shift
Mechanical Durability	After production, before storage	N, at least once per shift
Length	After production, before storage	N, at least once per shift
Amount of Fines	Last possible point before delivery (only on days with delivery)	N, at least once per shift

The tests shall be conducted according to the methods approved by the inspector. When reasonable doubts concerning the pellet quality exist, the *Inspection Body* or the *Competent Certification Body* may order more frequent tests or additional tests, e.g. ash content where raw materials with high ash content are blended with low-ash raw materials.

For requirements on reference samples, see *section 2.7*.

3.4.6 Complaint Management

Every *Certified Company* shall implement a system for complaint management. *Certified Producers* shall appoint an employee as complaint manager – preferably the same person that serves as the quality manager. The complaint manager is responsible for the registration, processing, documentation and monitoring of customer complaints including corrective and preventative actions, if necessary.

Complaints shall be handled by the *Certified Company*. External experts, such as inspectors, should only be involved where the dispute cannot be resolved. Where a *Certified Producer* employs a service provider, the producer is responsible for the handling of complaints related to the activities of the contracted service provider.

The following conditions apply for complaints regarding the amount of fine material in customer stores following deliveries of **bulk pellets**:

- the amount of fines (< 3.15 mm) in the store exceeds 4 w-%,
- the amount of pellet residues before the last delivery was < 10% of the storage capacity,
- less than 20 % of the actual delivery has been consumed,
- the pellet store meets the criteria for proper pellet storage according to the *National ENplus Storage Guidelines*.

The *International Management* may allow exceptions for the two requirements below. Any exception will have to be formally approved with a written confirmation from the *International Management*.

- Where pellets are blown from a silo truck into the end-users storage, the blowing distance has not exceeded 30 m including the internal ducts.
- The end-user's store has been cleaned periodically. The frequency of the cleaning of stores shall be based on the annual consumption. Stores with an annual consumption of ≤ 15 metric tonnes shall be cleaned once in two years. Stores with an annual consumption > 15 tonnes shall be cleaned once per year at least.

Product analysis for accepting a complaint shall be performed by a *Testing Body* listed by ENplus. Samples shall be taken by the involved parties, or if no other agreement has been made, by a person qualified for sampling (e.g. from the agricultural sector). The sample shall be representative of the relevant pellet load (under the conditions mentioned above). Where possible, the sampling methodology shall be based on the sampling standard EN 14778.

Where the complaint is about the quality of **Bagged Pellets**, an unopened bag needs to be set aside for examination.

3.4.7 Delivery Documentation of Bulk Pellets

Each delivery of bulk pellets shall be documented with a delivery record containing the following elements:

- *Certification Seal or ENplus ID*
- ENplus quality class
- Mass of the delivered pellets in kg or metric tonnes
- Diameter of the pellets
- Date of loading
- License plate number of the delivery vehicle
- The prior freight if it was different to certified wood pellets

Delivery to other *Certified Companies*: It is recommended to include information about the amount of fines if the amount exceeds 1%.

3.4.8 Sustainability

See part 4 of the ENplus Handbook, version 3 about sustainability requirements.

3.4.9 Reporting Obligations

Certified Pellet Producers shall report substantial changes to the competent *Inspection Body* and the *International Management*.

- Updated data sheets for remote stores if relevant for the company
- Substantial changes in production lines and bagging lines. These shall be inspected by a *Listed Inspector* before being put into operation.
- Service providers offering bagging that are exclusively working for the *Certified Company*. These companies shall be assessed before starting to work for the *Certified Company*.
- Appointment of a new quality manager

The following changes and incidents are to be reported to the *International Management*:

- Changes in production capacity
- Changes and introduction of new bag designs (may be checked in some countries by the *Competent Certification Body*)
- The annual production figures
- Changes of the ownership or the legal status of a company
- Additional or terminated *Affiliated Companies*

The *International Management* may ask for additional information (e.g. regarding the share of certified raw material or species of wood used for production) in case of

- publications about the scheme
- quality problems, either affecting the *Certified Company* or other parts of the pellet sector
- complaints

4 CERTIFICATION OF PELLET TRADERS

4.1 Scope and Limits of Trader Certification

The fact that a trader is listed on all relevant ENplus websites (international ENplus website [www.enplus-pellets] and national ENplus website) attests that the operating processes, services and the quality management system of the *company* conform to the specifications of the certification scheme and the company has signed a license contract with the *International Licenser*.

A *Certified Trader* may offer certified bulk pellets of all ENplus quality classes and is also certified for the transport, storage, delivery and bagging of bulk pellets. Installations, technical equipment, operational processes, quality control, staff qualification, complaint management and documentation are being checked by on-site and remote inspections by a *Listed Inspector* assigned by a listed *Certification Body*.

Each trader in the supply chain of ENplus certified bulk pellets that comes into physical contact with the pellets, or contracts a service provider to do so, shall be certified. Traders without any physical contact and not contracting any service provider can apply to become certified on a voluntary basis. A trader does not need to be certified if he is only trading already *Bagged Pellets* marked with the ID of a *Certified Company*. A trader who wants to have his own ENplus ID on the bags needs to be certified whether he is bagging the pellets or not.

A *Certified Trader* shall name all non-certified service providers to the *International Management* (except transport companies delivering full loads) and is required to register their stores and bagging lines.

The need for certification for companies with different activities can be seen in *Figure 4*

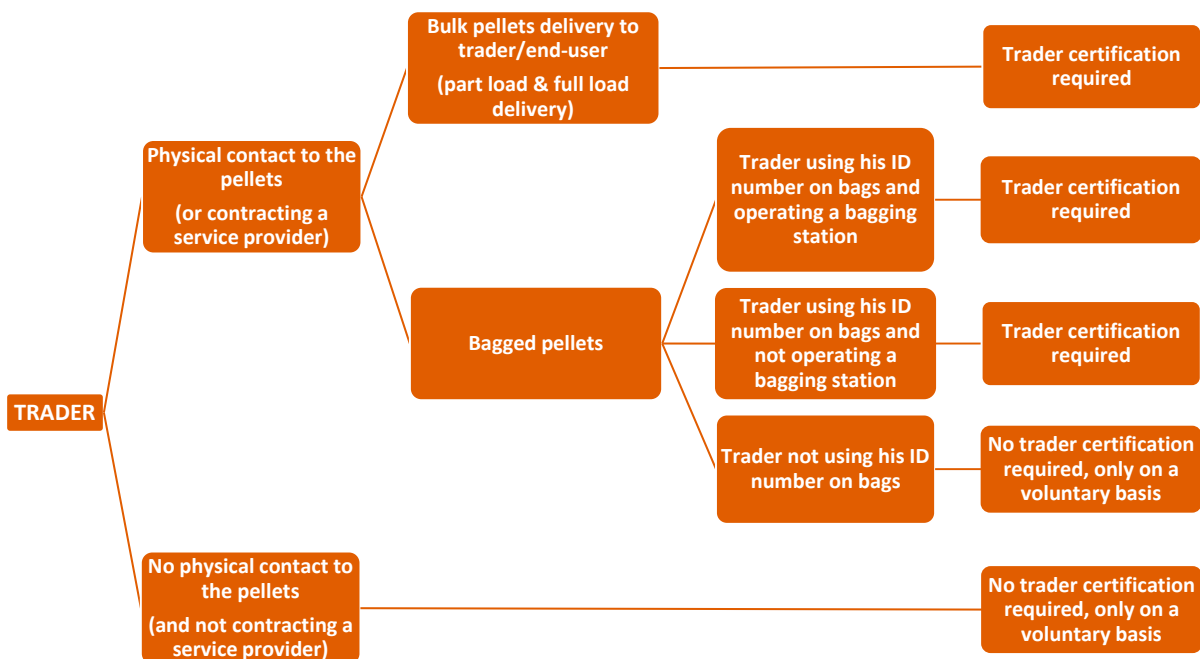


Figure 4: The different certification requirements depending on traders' business activities

Service providers being active for a *Certified Trader* shall fulfil the requirements for *Certified Service Providers* (see section 5.4), no matter if they are certified themselves or not.

The *Certified Trader* is responsible for the performance of contracted service providers Rules for service providers are defined in *section 5*.

4.2 Application of Pellet Traders

Pellet traders shall apply for certification in the country where the company is situated. If the applicant has *Affiliated Companies* in different countries he shall apply in the country where the headquarters of the company's pellet division is situated.

The application procedure is as follows:

1. The first step of an application is proper information. Applicants should visit the international website of ENplus (www.enplus-pellets.eu) and check whether the country in which the trader's headquarters are located has a *National Management*.
If the country in which the headquarters are located has no *National Management*, the applicant should download and read the relevant sections of this *Handbook* and the "Application Form for Pellet Traders" from the international ENplus website.
If the country of origin of the trader has a *National Management*, the applicant should follow the link to the national website of ENplus for their country and download the national versions of the application documents and the schedule of fees from there.
2. The pellet trader shall choose and contract a listed *Certification Body* for inspection and certification (the contract duration should correspond to the certification period). If the trader operates a bagging station, he may also choose a listed *Testing Body* for pellet analysis or may include laboratory services in the inspection contract.
3. The pellet trader sends his application including a list of *Affiliated Companies*, contracted service providers for stores, bagging and *Part Load Delivery* (including data sheets for trucks for *Part Load Delivery* and stores if relevant) via Email and 2 signed and stamped paper copies by post to the *International Management*
4. A *Listed Inspector* assigned by the *Certification Body* will perform an initial inspection (including all storage sites operated by the company and including storage sites operated by contracted service providers and used by the applying company). Traders without any physical contact to bulk pellets (and not contracting a service provider to do so) who are certified on a voluntary basis only need to undergo a remote inspection, no on-site inspection. Should this trader start activities with physical contact to bulk pellets later on, an on-site inspection is needed before starting operation.

The *Certification Body* may contract a listed *Inspection Body* to perform the inspection. A copy of the *Inspection Report* will be delivered to the *Certification Body's* employee responsible for conformity assessment. This person will evaluate the *Inspection Report*. If the applicant complies with the ENplus provisions the *Conformity Report* is submitted to the applying company as well as to the *International Management*. This should be

done within two months of the inspection date. Where the applying company needs more time to deliver missing information, this time limit can be extended.

5. The *International Management* invoices the companies for the license fee based on the projected trade figures for the calendar year. Once the applicant has paid the fees, the *International Management* sends the *Certification Seal* to the *Certified Trader*; the *Competent Certification Body* sends him the certificate. The trader and the *International Management* sign a contract; in some countries the contract may be part of the application form. The company name is then published on all relevant ENplus websites.

If the applying company bags or orders pellet bags with its *ENplus ID*, the bag design shall be approved by the *International Management*.

The applicant may withdraw their application at any stage of the procedure. The *International Management* shall reject the application if it does not receive a positive conformity evaluation within 2 months of the initial inspection and may reject the application if the applicant does not pay the license fees within one month of invoicing.

4.3 External Control of Pellet Traders

At the beginning of each certification period (3 years) an inspection shall be conducted on-site and shall include the inspection of all storage sites for end-user delivery in addition to the device for the separation of fines for the loading of trucks for end-user delivery. Inspections for renewal certifications shall be carried out before the certificate expires but not earlier than 6 months before the expiration date. In the years between the two on-site inspections, remote inspections will be carried out. Since bagging is regarded as a high physical risk for product quality, traders operating a bagging station will need an annual on-site inspection. All inspections shall be carried out by a *Listed Inspector* mandated by the *Competent Certification Body*. Traders without any physical contact with bulk pellets (and not contracting a service provider to do so) who are certified on a voluntary basis only need to undergo annual remote inspections.

Table 4 offers an overview about the frequency and type of inspections of traders. Where a trader fits more than one category the most severe conditions apply. Traders without any physical contact to bulk pellets will only have to undergo an inspection when they are certified on a voluntary basis.

Table 4: The different inspection requirements depending on traders' business activities

Company activity		Type(s) and frequency of inspection
Trade with bulk pellets	physical contact with the pellets	<ul style="list-style-type: none"> On-site inspection during certification process and re-certification (every 3 years). Remote inspection in year 2 and 3 of every certification period.
	no physical contact with the pellets	Annual remote inspection
Trade with pellet bags with own ENplus ID on the bag	operating a bagging station	Annual on-site inspection
	not operating a bagging station	Annual remote inspection

The *Certification Body* may contract an Inspector from a listed *Inspection Body*. The *Certification Body* shall offer an appropriate inspection date and this shall be announced to the company at least two weeks in advance. The *Certified Company* shall give the inspector access to all locations and areas related to pellet business activities as well as to all relevant documentation and personnel.

The *Listed Inspector* will:

- inspect the installations and operating equipment, e.g. stores, vehicles, devices for the separation of fines, bagging lines, testing equipment including a random choice of remote storage sites that may also be operated by service providers (*number of controlled stores: \sqrt{n} ; n = total number of storage sites*).
- check the quality management including operating procedures, documentation, quality policy and the qualification of personnel.
- check list of pellet suppliers.
- check complaint management and delivery documentation
- check of quality control and self-monitoring.
- check trade figures
- check training records of quality managers and drivers of trucks for *Part Load Deliveries* (if relevant)
- check the documentation of updated data sheets of transport vehicles for *Part Load Delivery* and of end-customer stores if relevant for the company
- check the fulfilment of the reporting obligations to the *International Management*
- check if only approved bag design has been used in case the company is bagging pellets
- take a pellet bag as a sample where the trader operates a bagging line. The sample will be analysed for the moisture content, the mechanical durability and the share of fines.

Bagging lines that are put into operation after the initial inspection shall be inspected by a *Listed Inspector* before any sales and afterwards once per year.

Certified Traders without a bagging line shall undergo a remote inspection in the years without physical inspection. These remote inspections shall be carried out by a *Listed Inspector*. The *Certified Company* will have to provide the documentation related to facilities and technical equipment (in form of updated data sheets), internal training events, internal quality control and complaints. The inspector will ask the certified company to provide information about business transactions (receipt of goods as well as goods outwards) for certain days of the previous year in advance of the remote inspection. The inspector will check the documents and may ask the *Certified Company* to send him more detailed information. Extraordinary inspections may be carried out upon demand by the *International Management*, e.g. if significant complaint(s) are received.

Where a type A non-conformity is stated, the *Certified Company* shall pay for the extraordinary inspection and related pellet analyses. The *Certified Company* can file an objection against the decision of the inspector (see *section 2.8*). Where the extraordinary inspection proves unjustified, the *International Management* shall pay for the services of the inspector.

The inspector will evaluate and classify all findings that don't conform to the provisions from the *Handbook* and the amendments to the *Handbook*. The classification of non-conformities is according to the quality risks:

Type A non-conformities concern non-complying fuel properties and insufficient self-monitoring tests. The applying/certified company has to find out why the type A non-conformity happened and has to correct it. The inspector shall decide whether a new inspection is necessary or if the correction of the non-conformity can be proved another way (e.g. by providing photo/video evidence). The *Inspection Report* is sent to the department of the *Certification Body* responsible for conformity evaluation after the company would have provided a satisfying proof of correction or after the company would have missed the deadline for providing a satisfying proof.

Type B non-conformities represent the risk that the product might not meet the specifications consistently (and if not addressed could lead to type A non-conformities) or that the origin of the quality problems could not be detected. Type B non-c conformities are listed in the *Inspection Report* to be sent to the department of the *Certification Body* responsible for conformity evaluation. The applying/certified company has to correct the type B non-conformity. It is up to the *Certification Body* to set a deadline for correction, the applying/certified company shall send a proof of correction to the *Certification Body*. Type B non-conformities shall be corrected before *the Conformity Report* is issued.

Type C non-conformities are minor deviations that don't pose a risk for the product not to meet the specifications. Type C non-conformities shall be listed in the *Conformity Report* and shall be corrected at the latest before the next inspection. The *International Management* is

responsible for the follow up and for the setting of deadlines related to the use of the *Certification Seal*, delivery documents, bag design, or reporting obligations.

In case the correction of a type A or type B non-conformity is not proven within the deadline, the *Competent Certification Body* will suspend the certificate and will set a new deadline for correction. If the applying/certified company is not able to perform the correction of a type A or type B non-conformity within the new deadline, its certificate will be revoked.

The *Inspection Report* and the laboratory report (if relevant) shall be submitted, within one month from the inspection, to the client and to the *Competent Certification Body*. Whether the applying/certified company needs more time to deliver missing information, the deadline could be extended after consultation with the *Competent Certification Body*.

The *Competent Certification Body* shall submit the *Conformity Report* within two months after the inspection date to the *International Management*. Where the applying company needs more time to deliver missing information, this time limit can be extended.

The *Conformity Report* contains information necessary for the monitoring of the certification scheme:

- trade figures of bulk pellets/*Bagged Pellets*
- information on customer complaints
- information on type C non-conformities (type A and type B non-conformities have to be corrected before the *Conformity Report* is issued)

4.4 Requirements on Pellet Traders

The following requirements apply for *Certified Companies* as well as for companies applying for certification. Requirements related to *Bagged Pellets* and *Big Bags* are defined in the respective sections (2.5 and 2.6).

4.4.1 Quality Management

The quality management shall include operating instructions, training records (external and internal) and procedures for the handling of claims and complaints.

Quality manager: the management of the *Certified Company* shall appoint a quality manager with knowledge of the effect of different operating processes on the quality of the traded pellets. The quality manager shall be mandated to implement measures to meet the requirements for quality control and the internal quality management documentation. They serve as the contact person for the *Certification Body* and the *International Management of ENplus*. The latter will inform the quality manager about improvements and changes in the certification scheme. The quality manager shall participate in an external training course for pellet quality at least in the first year and then at least once every certification period afterwards. The training shall be approved by the *Competent Management*.

The quality manager shall ensure the orderly documentation and evaluation of operating processes that affect the quality of the wood pellets. The documentation shall be kept up-to-

date and should be regularly presented to the management. The quality manager serves as the contact for his/her colleagues in the case of malfunctions. Discovered defects are to be immediately disclosed to the responsible employees and are to be remedied.

The quality manager may delegate individual monitoring and documentation tasks to other employees. In this case, they shall advise the responsible employees of their duties and monitor that these duties are being carried out correctly. Large companies with subsidiaries in different countries need at least one quality manager per country.

The quality manager of a *Certified Company* is required to conduct annual quality training with all employees. The training shall be documented (date, participants, contents).

Drivers of trucks for *Part Load Delivery* with contact to end users shall participate in a training course on the knowhow of smooth pellet delivery and storage. The training shall be carried out within the first year of certification and once in each certification period. *Certified Companies* may organise internal training workshops. The content of the training shall be approved by the *Listed Inspector*.

4.4.2 Installations and Operating Equipment

The *Certified Company* shall have suitable technical equipment and installations for the storage, handling and packaging of high quality wood pellets. Installations shall fulfil the following specifications:

- Unloading, loading, manipulation and storage areas shall be protected against moisture and contamination by substances such as soil, stones and grains.
- Stores for different quality classes or other biomasses shall be spatially divided. Procedures shall be implemented that avoid any mixture or contamination.
- Pellet loading areas shall have a protection against rain and snow, even under heavy wind conditions.
- If silo vehicles are equipped with a coating device, it shall be assured that the maximum dosing of coating agents is limited to 0,2 w-% of the pellets.
- When delivering bulk pellets to end-users, transferring pellets from one truck or trailer to another without separating the fines is not allowed.

The *International Management* may allow exceptions for the five requirements below. Any exception will have to be formally approved with a written confirmation from the *International Management*.

- If wood pellets from the store are delivered to end-users, the storage facility shall be equipped with a device to separate the fine fraction before loading the transport vehicle. The device shall be constructed to reduce the share of fines from 10 w-% to below 1 w-% in day-to-day-operations. Pellets shall not be stored after separation of fines. If there is a hopper it shall be completely discharged periodically once after the decuple of the hopper's volume has been operated. In case the hopper's capacity is bigger than metric 20 tonnes it shall be completely discharged every 200 tonnes.
- Silo vehicles for *Part Load Deliveries* to end-users shall be equipped with a low-abrasion feeding system – the delivery pipe shall have the ability to deflect electric current

- (grounding of the vehicle) and shall be coated to reduce friction. The connection between pipes shall not contain sharp edges looking against the pellet flow. When vehicles other than silo trucks are used for end-user deliveries, only equipment can be used that guarantee a careful delivery with a minimized generation of fines.
- Vehicles equipped with a rotary feeder shall not be used for end-user delivery due to the risk of generating an increased amount of fines. The *International Management* may agree with the company on an individual transition period.
 - Vehicles for *Part Load Deliveries* to end-users must be equipped with a gauged on-board weighing system. Individual exceptions from this rule may be allowed by the *Competent Certification Body* for a transition period.
 - Silo vehicles for deliveries to end-users shall have a device to extract the supply air from the storage facility during the delivery if needed. The *Competent Certification Body* may accept other solutions that prevent dust from being blown into the building of the customer. The *International Management* shall be informed about which other solutions are accepted.

4.4.3 Main Operation Processes

The following processes shall be implemented; the realisation shall be documented.

Table 5: Main operation processes in pellet trade and related documentation requirements

Area	Processes	Documentation requirements
Incoming goods	<ul style="list-style-type: none"> • Acceptance of goods • Check of delivery documents. 	<ul style="list-style-type: none"> • Delivery notes. • Weighing receipts.
Facilities and equipment	<ul style="list-style-type: none"> • Periodic maintenance • Check cleanliness 	<ul style="list-style-type: none"> • Maintenance and cleaning plans incl. affirmation of implementation
Bagging (if relevant)	<ul style="list-style-type: none"> • calibration, verification or validation the weighing system of the bagging line 	<ul style="list-style-type: none"> • Documentation of validation
Outgoing goods (incl. loading at the production site)	<ul style="list-style-type: none"> • Check of outgoing goods: pellet temperature (shall be $\leq 40\text{ }^{\circ}\text{C}$, fines $\leq 1\%$), Freedom of choice of methodology. • Reference sampling. 	<ul style="list-style-type: none"> • Delivery notes including prior freight where vehicles that are used for goods other than certified pellets.
Quality control	<ul style="list-style-type: none"> • Self-monitoring including evaluation of results. • Maintenance, cleaning, calibration, verification or validation of testing devices. 	<ul style="list-style-type: none"> • Testing procedures • Testing results. Evaluation of testing results. • Reports of visual inspections. Cleaning procedures. • Defects and corrective measures. • Management of non-conforming wood pellets

4.4.4 Self-Monitoring

Certified Traders shall implement a regular self-monitoring system for pellet quality in stores and bagging stations. The testing methods may deviate from the methods indicated in ISO 17225-2. All testing methods shall be checked and approved during the onsite inspection. The tests shall be carried out in line with a regular inspection plan. The execution and the results shall be documented.

The minimum requirements for stores are a weekly inspection including:

- visual inspection of the stored wood pellets,
- inspection of the device for the separation of fines
- sampling of pellets from loading and determination of the amount of fines to monitor the device for the separation of fines

The minimum self-monitoring frequency for bagging lines is once per operating day. Beside the measures mentioned above, the controls shall include the tests listed in *Table 6*.

Table 6: Minimum requirements for self-monitoring tests of bagging stations

Parameter	Sample point	Frequency
Mechanical Durability Amount of Fines	last possible point after separation of fines and before bagging	at least once per day

The tests shall be conducted according to the methods approved by the inspector. When reasonable doubts concerning the pellet quality exist, the *Certification Body* may order more frequent or additional tests.

For requirements on reference samples, see *section 2.7*.

4.4.5 Complaint Management

Every *Certified Company* shall implement a system for complaint management. *Certified Traders* shall appoint an employee as complaint manager – preferably the same person that serves as the quality manager. The complaint manager is responsible for the registration, processing, documentation and monitoring of customer complaints including corrective and preventative actions. Complaints shall be handled by the *Certified Company*. External experts, such as inspectors, should only be involved where the dispute cannot be resolved.

Where a *Certified Trader* employs a service provider, the trader is responsible for the handling of complaints related to the activities of the contracted service provider.

The following conditions apply for complaints regarding the amount of fine material in customer stores following deliveries of **bulk pellets**:

- the amount of fines (< 3.15 mm) in the store exceeds 4 w-%,
- the amount of pellet residues before the last delivery was < 10% of the storage capacity,
- less than 20 % of the actual delivery has been consumed,
- the pellet store meets the criteria for proper pellet storage according to the *National ENplus Storage Guidelines*.

The *International Management* may allow exceptions for the two requirements below. Any exception will have to be formally approved with a written confirmation from the *International Management*.

- Where pellets are blown from a silo truck into the end-users storage, the blowing distance has not exceeded 30 m including the internal ducts.
- The end-user's store has been cleaned periodically. The frequency of the cleaning of stores shall be based on the annual consumption. Stores with an annual consumption of ≤ 15 tonnes shall be cleaned once in two years. Stores with an annual consumption > 15 tons shall be cleaned once per year at least.

Product analyses to prove the admissibility of a complaint shall be performed by a *Testing Body* listed by ENplus. Samples shall be taken by the involved parties, or if no other agreement has been made, by a person qualified for sampling (e.g. from the agricultural sector). The sample shall be representative of the relevant pellet load (under the conditions mentioned above). Where possible, the sampling methodology shall be based on the sampling standard EN 14778.

Where the complaint is about the quality of **Bagged Pellets** an unopened bag needs to be set aside for examination.

4.4.6 Delivery Documentation of Bulk Pellets – Full Load Delivery

Each *Full Load Delivery* of bulk pellets to traders or end-users shall be documented with a delivery record that contains

- *Certification Seal* or *ENplus ID*
- ENplus quality class
- Mass of the delivered pellets in kg or metric tonnes
- Diameter of the pellets
- Date of loading
- License plate number of the delivery vehicle
- The prior freight if it was different to certified wood pellets

Delivery to other *Certified Companies*: It is recommended to include information about the amount of fines if the amount exceeds 1%.

4.4.7 Delivery Documentation of Bulk Pellets – Part Load Delivery to end-users

Each *Part Load Delivery* of bulk pellets to end-users shall be documented with a delivery record that contains

- *Certification Seal* or *ENplus ID*
- ENplus quality class
- Mass of the delivered pellets in kg or metric tonnes
- Diameter of the pellets
- Date of delivery

- License plate number of the delivery vehicle
- Status of the storage room with obvious defects, e.g. missing impact mats, unfavourable pipe angles, and missing ventilation. Where the driver is not able to check the status of the storage room, this has to be stated in the delivery record.
- Amount of residual pellets Where the driver is not able to check the amount of residual pellets, this has to be stated in the delivery record.
- Conditions of delivery, e.g. length of pipe, blowing pressure, blowing time
- Boiler status (on/off)
- Irregularities during delivery
- Note “storage rooms shall be ventilated”
- Note “Store in dry conditions.”
- Note “Use only in approved and appropriate combustion systems according to manufacturer instructions and national regulations.”
- The prior freight if it was different to certified wood pellets

The customer (or his representative) is required to sign the delivery documentation for confirmation. The delivery record may be integrated within the delivery note. The *Certified Trader* shall provide the customer with a copy of the delivery record.

4.4.8 Reporting Obligations

Certified Traders are required to report substantial changes and incidents to the *Competent Certification Body* and the *International Management*.

The following changes shall be reported to the *Competent Certification Body* and the *International Management*:

- Annually updated data sheets for stores and vehicles for *Part Load Deliveries* to end-users.
- Where vehicles for *Part Load Deliveries* are brought into operation, a dedicated data sheet has to be provided in advance. This applies to service providers only working for one *Certified Company* as well.
- New bagging lines. These shall be inspected by a *Listed Inspector* before being put into operation.
- Update on Service Providers offering bagging and end-user *Part Load Deliveries* that are exclusively working for the *Certified Trader*. The bagging companies will be inspected on-site before starting to work for the *Certified Company*.
- Annually updated information about the *Certified Service Providers* offering end-user *Part Load Deliveries* and/or bagging that are not exclusively working for the *Certified Company*
- Substantial changes in quality control, e.g. new testing methods.
- Appointment of a new quality manager

The following changes and instances shall be reported to the *International Management*:

- The annual trade figures
- Changes of ownership or the legal status of a company
- Additional or terminated *Affiliated Companies*
- Changes and introduction of new bag designs (may be checked in some countries by the *Competent Certification Body*)
- List of sublicense contracts

The *International Management* may ask for additional information

- for publications about the scheme
- in case of quality problems, either affecting the *Certified Company* or other parts of the pellet sector
- in case of complaints

5 CERTIFICATION OF SERVICE PROVIDERS

5.1 Scope and Limits of Service Provider Certification

The fact that a service provider is listed on all relevant ENplus websites (international ENplus website [www.enplus-pellets] and national ENplus website) attests that the operating processes, services and the quality management system of the company conform to the specifications of the certification scheme and the company has signed a license contract with the *International Management*. A *Certified Service Provider* may offer services related to transport, storage, delivery and bagging of bulk pellets. Installations, technical equipment, operational processes, quality control, staff qualification, complaint management and documentation are to be checked by on-site and remote inspections by a *Listed Inspector* assigned by a listed *Certification Body*.

Service providers offering the following services to more than one company within the ENplus scheme need to be certified:

- bagging of pellets
- *Part Load Deliveries* of bulk pellets to end-users

Companies that offer the services mentioned above only to one *Certified Company* will be controlled under the certification of the contracting company.

Companies offering the following services can apply for certification on a voluntary basis:

- transport of bulk pellets to *Certified Companies*
- *Part Load Delivery* of bulk pellets to end-users if currently working for only one *Certified Company*
- *Full Load Delivery* of bulk pellets to end-users
- bagging (companies working for only one *Certified Company*)
- storage of pellets

Certified Producers and *Certified Traders* don't need an additional service provider certification if offering services to other companies, but they can apply for a voluntary one where they want to be listed as *Certified Service Providers* on the relevant ENplus websites.

Pellet producers shall be certified on regular basis, an exclusive service provider certification of pellet production is not possible.

Non-certified service providers shall be declared by the certified employer to the *International Management* as well as to the involved *Inspection Body* (where the contracting company is a *Certified Producer*) or to the *Competent Certification Body* (where the contracting company is a *Certified Trader*). Facilities and documentation of non-certified service companies will be controlled as a part of the *Certified Companies'* external control. The need for certification for companies with different activities can be seen in *Figure 5*.

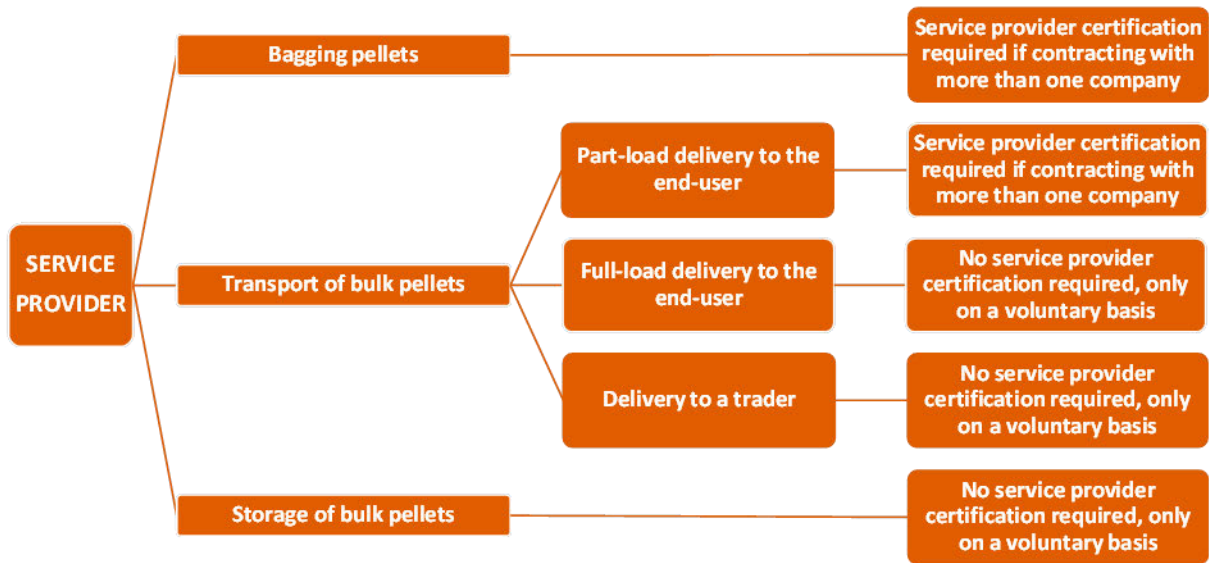


Figure 5: The different certification requirements depending on service providers’ business activities

The certified employer of a *Service Provider* is responsible for the quality of the pellets.

5.2 Application of Service Providers

Service providers shall apply for certification in the country where the company is situated.

The application procedure is as follows:

1. The first step of an application is proper information. Applicants should visit the international website of ENplus (www.enplus-pellets.eu) and check whether the country in which the service provider’s headquarters are located has a *National Management*.

If the country in which the headquarters are located has no *National Management*, the applicant should download and read the relevant sections of this *Handbook* and the “Application Form for Service Providers” from the international ENplus website.

If the country of origin of the company has a *National Management*, the applicant should follow the link to the national website of ENplus for their country and download the national versions of the application documents and the schedule of fees from there.

2. The service provider shall choose and contract a listed *Certification Body* for inspection and certification (the contract duration should correspond to the certification period). If the service provider operates a bagging station, he may also choose a listed *Testing Body* for pellet analysis or may include laboratory services in the inspection contract.
3. The service provider sends his application including a list of *Affiliated Companies*, (including data sheets for trucks for *Part Load Delivery* and stores if relevant) via Email and in 2 signed and stamped paper copies by post to the *International Management*.
4. A *Listed Inspector* assigned by the *Certification Body* will perform an initial inspection (including all storage sites operated by the company and including storage sites operated by contracted service providers and utilized by the applying company). The

Certification Body may contract a listed *Inspection Body* to perform the inspection. A copy of the *Inspection Report* will be delivered to the *Certification Body's* employee responsible for conformity assessment. This person will evaluate the *Inspection Report*. If the applicant complies with the ENplus provisions the *Conformity Report* is submitted to the applying company as well as to the *International Management*. This should be done within two months of the inspection date. Where the applying company needs more time to deliver missing information, this time limit can be extended.

5. The *International Management* invoices the company for the listing fee. Once the service provider has paid the fees, the *International Management* sends him the *Service Sign* including the dedicated *Service Provider Registration Number*; the *Competent Certification Body* sends him the certificate. The service provider and the *International Management* sign a contract; in some countries the contract may be part of the application form. The company name is then published on all relevant ENplus websites.

If the company bags pellets, the certified employer is responsible for the approval of bag design by the *International Management*.

The applicant may withdraw their application at any stage of the procedure. The *International Management* shall reject the application if it does not receive a positive conformity evaluation within 2 months of the initial inspection and may reject the application if the applicant does not pay the license fees within one month of invoicing.

5.3 External Control of Service Providers

At the beginning of each certification period (3 years) an inspection shall be conducted on-site and shall include the inspection of all storage sites for end-user delivery in addition to the device for the separation of fines for the loading of trucks for end-user delivery. Inspections for renewal certifications shall be carried out before the certificate expires but not prior to 6 months before the expiry date. In the years between the two on-site inspections, remote inspections will be carried out. Since bagging is regarded as a high physical risk for product quality, service providers operating a bagging station will need an annual on-site inspection. All inspections shall be carried out by a *Listed Inspector mandated by the Competent Certification Body*. The *Certification Body* may contract a listed *Inspection Body* to perform the inspection. The *Certification Body* shall offer an appropriate inspection date and this shall be announced to the company at least two weeks in advance.

Table 7 offers an overview about the frequency and type of inspections of service providers. Where a service provider fits in more than one category the more severe conditions apply. Service providers offering transportation to *Certified Companies* (not to end-users) and/or storage services will only have to undergo an inspection where they are certified on voluntary basis.

Table 7: overview about the frequency and type of inspections of service providers with different activities

Company activity	Type(s) and frequency of inspection
Bagging of pellets	Annual on-site inspection
Transportation of bulk pellets to a <i>Certified Company</i>	<ul style="list-style-type: none"> • On-site inspection during certification process and recertification (every 3 years). • Remote inspections in year 2 and 3 of every certification period.
Delivery of bulk pellets to an end-user	<ul style="list-style-type: none"> • On-site inspection during certification process and recertification (every 3 years). • Remote inspections in year 2 and 3 of every certification period.
Storage of bulk pellets	<ul style="list-style-type: none"> • On-site inspection during certification process and recertification (every three years). • Remote inspections in year 2 and 3 of every certification period.

The *Certification Body* may contract an Inspector from a listed *Inspection Body*. The *Certification Body* shall offer an appropriate inspection date and this shall be announced to the company at least two weeks in advance. The *Certified Company* shall give the inspector access to all locations and areas related to pellet business activities as well as to all relevant documentation and personnel.

The Listed Inspector will:

- Inspect the installations and operating equipment, e.g. stores, vehicles, devices for the separation of fines, bagging lines, testing equipment including a random choice of remote storage sites
(*number of controlled stores: \sqrt{n} ; n = total number of storage sites*)
- check the quality management including operating procedures, documentation, quality policy and the qualification of personnel.
- check the complaint management and the delivery documentation
- check quality control and self-monitoring.
- check training records of quality managers and drivers of trucks for *Part Load Delivery*(if relevant)
- check the documentation of updated data sheets of transport vehicles *Part Load Delivery* and end-customer stores if relevant for the company
- check the fulfilment of the reporting obligations to the *International Management*
- take a pellet bag as a sample where the company operates a bagging line. The sample will be analysed for the moisture content, the mechanical durability and the share of fines.

Bagging lines that are put into operation after the initial inspection shall be inspected by a *Listed Inspector* before being put into operation afterwards once per year.

Certified Service Providers without bagging lines shall undergo a remote inspection in the years without on-site inspection. These remote inspections shall be carried out by a *Listed Inspector*. The *Certified Company* will have to provide the documentation related to facilities and technical equipment (in the form of updated data sheets), internal training events, internal quality control and complaints. The inspector will ask the certified company to provide information about business transactions (receipt of goods as well as goods outwards) for certain days of the previous year in advance of the remote inspection. The inspector will check the documents and may ask the *Certified Company* to send him more detailed information.

Extraordinary inspections may be carried out upon demand by the *International Management*, e.g. if significant complaint(s) are received. Where a type A non-conformity is stated, the *Certified Company* shall pay for the extraordinary inspection and related pellet analyses. The *Certified Company* can file an objection against the decision of the inspector (see *section 2.8*). Where the extraordinary inspection proves unjustified, the *International Management* shall pay for the services of the inspector.

The inspector will evaluate and classify all findings that don't conform to the provisions from the *Handbook* and the amendments to the *Handbook*. The classification of non-conformities is according to the quality risks:

Type A non-conformities concern non-complying fuel properties and insufficient self-monitoring tests. The applying/certified company has to find out why the type A non-conformity happened and has to correct it. The inspector shall decide whether a new inspection is necessary or if the correction of the non-conformity can be proved another way (e.g. by providing photo/video evidence). The *Inspection Report* is sent to the department of the *Certification Body* responsible for conformity evaluation after the company would have provided a satisfying proof of correction or after the company would have missed the deadline for providing a satisfying proof.

Type B non-conformities represent the risk that the product might not meet the specifications consistently (and if not addressed could lead to type A non-conformities) or that the origin of the quality problems could not be detected. Type B non-conformities are listed in the *Inspection Report* to be sent to the department of the *Certification Body* responsible for conformity evaluation. The applying/certified company has to correct the type B non-conformity. It is up to the *Certification Body* to set a deadline for correction, the applying/certified company shall send a proof of correction to the *Certification Body*. Type B non-conformities shall be corrected before *the Conformity Report* is issued.

Type C non-conformities are minor deviations that don't pose a risk for the product not to meet the specifications. Type C non-conformities shall be listed in the *Conformity Report* and shall be corrected at the latest before the next inspection. The *International Management* is responsible for the follow up and for the setting of deadlines related to the use of the *Certification Seal*, delivery documents, bag design or reporting obligations.

In case the correction of a type A or type B non-conformity is not proven within the deadline, the *Competent Certification Body* will suspend the certificate and will set a new deadline for

correction. If the applying/certified company is not able to perform the correction of a type A or type B non-conformity within the new deadline, its certificate will be revoked.

The *Inspection Report* and the laboratory report (if relevant) shall be submitted, within one month from the inspection, to the client and to the *Competent Certification Body*. Whether the applying/certified company needs more time to deliver missing information, the deadline could be extended after consultation with the *Competent Certification Body*.

The *Competent Certification Body* shall submit the *Conformity Report* within two months after the inspection date to the *International Management*. Where the applying company needs more time to deliver missing information, this time limit can be extended.

The *Conformity Report* contains information on non-conformities - observations (type A and type B non-conformities have to be corrected before the *Conformity Report* is issued).

5.4 Requirements on Service Providers

The following requirements apply for *Certified Companies* as well as for companies applying for certification. Requirements related to *Bagged Pellets* and *Big Bags* are defined in the respective sections (2.5 and 2.6).

5.4.1 Quality Management

The quality management shall include operating instructions, training records (external and internal) and procedures for the handling of claims and complaints.

Quality manager: the management of the *Certified Company* shall appoint a quality manager with knowledge of the effect of different operating processes on the quality of the handled pellets. The quality manager shall be mandated to implement measures to meet the requirements for quality control and the internal quality management documentation. They serve as the contact person for the *Certification Body* and the *International Management*. The latter will inform the quality manager about improvements and changes in the certification scheme. The quality manager shall participate in an external training course for pellet quality at least in the first year and then at least once every certification period afterwards. The training shall be approved by the *International Management*.

The quality manager shall ensure the orderly documentation and evaluation of operating processes that affect the quality of the wood pellets. The documentation shall be kept up-to-date and should be regularly presented to the management. The quality manager serves as the contact for his/her colleagues in the case of malfunctions. Discovered defects are to be immediately disclosed to the responsible employees and are to be remedied.

The quality manager may delegate individual monitoring and documentation tasks to other employees. In this case, they shall advise the responsible employees of their duties and monitor that these duties are being carried out correctly. Large companies with subsidiaries in different countries need at least one quality manager per country.

The quality manager of a *Certified Company* is required to conduct annual quality training with all employees. The training shall be documented (date, participants, contents).

Drivers of trucks for *Part Load Delivery* with contact to end user shall participate in a training course on the knowhow of smooth pellet delivery and storage. The training shall be carried out within the first year of certification and once in each certification period. *Certified Companies* may organise internal company training workshops. The content of the training shall be approved by the *Listed Inspector*.

5.4.2 Installations and Operating Equipment

The *Certified Company* shall have suitable technical equipment and installations for the handling of high quality wood pellets. Installations shall fulfil the following specifications (if relevant for the respective company):

- Unloading, loading, manipulation and storage areas shall be protected against moisture and contamination by substances such as soil, stones and grains.
- Stores for different quality classes or other biomasses shall be spatially divided. Procedures shall be implemented that avoid any mixture or contamination.
- Pellet loading areas shall have a protection against rain and snow, even under heavy wind conditions.
- If silo vehicles are equipped with a coating device, it shall be assured that the maximum dosing of coating agents is limited to 0,2 w-% of the pellets.
- When delivering bulk pellets to end-users, transferring pellets from one truck or trailer to another without separating the fines is not allowed.

The *International Management* can allow exceptions for the five requirements below. Any exception will have to be formally approved with a written confirmation from the *International Management*.

- If wood pellets from the store are delivered to end-users, the storage facility shall be equipped with a device to separate the fine fraction before loading the transport vehicle. The device shall be constructed to reduce the share of fines from 10 w-% to below 1 w-% in day-to-day-operations. Pellets shall not be stored after separation of fines. If there is a hopper it shall be completely discharged at least once for every 10 times the hopper's volume has been used. Where the hopper's capacity is bigger than 20 metric tonnes it shall be completely discharged every 200 tonnes.
- Silo vehicles for *Part Load Deliveries* to end-users shall be equipped with a low-abrasion feeding system – the delivery pipe shall have the ability to deflect electric current (grounding of the vehicle) and shall be coated to reduce friction. The connection between pipes shall not contain sharp edges against the pellet flow. When vehicles other than silo trucks are used for end-user deliveries, only equipment can be used that guarantees a careful delivery with a minimized generation of fines.
- Vehicles equipped with a rotary feeder shall not be used for end-user delivery due to the risk of generating an increased amount of fines The *International Management* may agree with the company on an individual transition period."
- Vehicles for *Part Load Deliveries* to end-users must be equipped with a gauged on-board weighing system. Individual exceptions from this rule may be allowed by the *Competent Certification Body* for a transition period.

- Silo vehicles for Part Load Deliveries to end-users shall have a device to extract the supply air from the storage facility during the delivery if needed. The *Competent Certification Body* may accept other solutions that prevent dust from being blown into the building of the customer. The *International Management* shall be informed about which other solutions are accepted.

5.4.3 Main Operation Processes

The following processes shall be implemented (if relevant for the company); the realisation shall be documented.

Table 8: Main operation processes in the handling of pellets and related documentation requirements

Area	Processes	Documentation requirements
Incoming goods	<ul style="list-style-type: none"> • Acceptance of goods • Check of delivery documents. 	<ul style="list-style-type: none"> • Delivery notes. • Weighing receipts.
Facilities and equipment	<ul style="list-style-type: none"> • Periodic maintenance • Check of cleanliness 	<ul style="list-style-type: none"> • Maintenance and cleaning plans incl. affirmation of implementation
Bagging (if relevant)	<ul style="list-style-type: none"> • calibration, verification or validation of the weighing system on the bagging line 	<ul style="list-style-type: none"> • Documentation of validation
Outgoing goods (incl. loading at the production site)	<ul style="list-style-type: none"> • Check of outgoing goods: pellet temperature (shall be $\leq 40\text{ }^{\circ}\text{C}$, fines $\leq 1\%$), Freedom of choice of methodology. • Reference sampling. 	<ul style="list-style-type: none"> • Delivery notes including prior freight where vehicles that are used for goods other than certified pellets.
Quality control	<ul style="list-style-type: none"> • Self-monitoring including evaluation of results. • Maintenance, cleaning, calibration, verification or validation of testing devices. 	<ul style="list-style-type: none"> • Testing procedures • Testing results. Evaluation of testing results. • Reports of visual inspections. Clearance procedures. • Defects and corrective measures. • Management of the non-conforming wood pellets

5.4.4 Self-Monitoring

Certified Service Providers shall implement a regular self-monitoring system for pellet quality in stores and bagging stations. The testing methods may deviate from the methods indicated in ISO 17225-2. All testing methods shall be checked and approved during the onsite inspection. The tests shall be carried out in line with a regular inspection plan. The execution and the results shall be documented.

The minimum requirements for stores are a weekly inspection including:

- visual inspection of the stored wood pellets,
- inspection of the device for the separation of fines
- sampling of pellets from loading and determination of the amount of fines to monitor the device for the separation of fines

The minimum self-monitoring frequency for bagging lines is once per operating day. Beside the measures mentioned above, the controls shall include the tests listed in *Table 9*.

Table 9: Minimum requirements on self-monitoring tests for bagging stations

Parameter	Sample point	Frequency
Mechanical Durability Amount of Fines	last possible point after separation of fines and before bagging	at least once per day

The tests shall be conducted according to the methods approved by the inspector. When reasonable doubts concerning the pellet quality exist, the *Certification Body* may order more frequent or additional tests.

For requirements on reference samples, see *section 2.7*.

5.4.5 Delivery Documentation of Bulk Pellets – Full Load Delivery

Each delivery of bulk pellets to traders shall be documented with a delivery record that contains

- *Certification Seal* or *ENplus ID* of the *Certified Company* employing the *Certified Service Provider*
- *ENplus* quality class
- Mass of the delivered pellets in kg or metric tonnes
- Diameter of the pellets
- Date of loading
- License plate number of the delivery vehicle
- The prior freight if it was different to certified wood pellets

Delivery to other *Certified Companies*: It is recommended to include information about the amount of fines if the amount exceeds 1%.

5.4.6 Delivery Documentation of Bulk Pellets – Part Load Delivery to end-users

Each *Part Load Delivery* of bulk pellets to end-users shall be documented with a delivery record that contains

- *Certification Seal* or *ENplus ID* of the *Certified Company* employing the *Certified Service Provider*
- ENplus quality class
- Mass of the delivered pellets in kg or metric tonnes
- Diameter of the pellets
- Date of delivery
- License plate number of the delivery vehicle
- Status of the storage room with obvious defects, e.g. missing impact mats, unfavourable pipe angles, and missing ventilation (only for *Part Load Deliveries*). Where the driver is not able to check the status of the storage room, this has to be stated in the delivery record. Amount of residual pellets (only for *Part Load Deliveries*). Where the driver is not able to check the amount of residual pellets, this has to be stated in the delivery record.
- Conditions of delivery, e.g. length of pipe, blowing pressure, blowing time
- Boiler status (on/off)
- Irregularities during delivery
- Note “storage rooms shall be ventilated”
- Note “Store in dry conditions.”
- Note “Use only in approved and appropriate combustion systems according to manufacturer instructions and national regulations.”
- The prior freight if it was different to certified wood pellets

The customer (or his representative) is required to sign the delivery documentation for confirmation. The delivery record may be integrated within the delivery note. The *Certified Trader* shall provide the customer with a copy of the delivery record.

5.4.7 Reporting Obligations

Certified Service Providers are required to report substantial changes and incidences to the *Competent Certification Body* and the *International Management*.

The following changes shall be reported to the *Competent Certification Body* and the *International Management* (if relevant for the services provided by the company):

- Annually updated data sheets for stores and vehicles for *Part Load Deliveries* to end-users.
- Where vehicles for *Part Load Deliveries* are brought into operation, a dedicated data sheet has to be provided in advance.
- New bagging lines. These shall be inspected by a *Listed Inspector* before being put into operation.

- Substantial changes in quality control, e.g. new testing methods.
- Appointment of a new quality manager

The following changes and instances shall be reported to the *International Management* (if relevant for the services provided by the company):

- Changes of the ownership or the legal status of a company
- Additional or terminated *Affiliated Companies*

The *International Management* may ask for additional information

- for publications about the scheme
- in case of quality problems, either affecting the *Certified Company* or other parts of the pellet sector

6 APPLICABLE DOCUMENTS

The following documents referred to in the *Handbook* are valid in the current version published on the international [www.enplus-pellets.eu] or national website of ENplus:

- *Storage Guidelines*
- Guidelines for self-monitoring
- Calculator for greenhouse gas emissions
- Application forms for producers
- Application form for traders
- Application forms for service providers
- Data sheets for transport vehicles (end-user delivery), stores and bagging stations
- Template of a *Sublicense Contract*
- Template of a Delivery Record









7 ANNEX

7.1 Identification marking: colour combinations & codes

7.1.1 Colour combinations

Certification Seal, Quality Sign and Service Sign shall be used as provided by the *International Management*. Possible colour combinations are shown in *Table 10*.

Table 10: Possible colour combinations for identification marks

Version	Certification Seal	Quality logo	Service sign
<p>Version A: Official colour combination</p> <p>For colour codes see <i>Table 11</i></p>	 <p>BE 023</p>		 <p>BE 912 SP</p>
<p>Version B: Monochrome black & white</p> <p>Black elements on white ground.</p>	 <p>BE 023</p>		 <p>BE 912 SP</p>
<p>Version C: Monochrome coloured</p> <p>Elements in one colour monochrome on one colour monochrome background. The logo shall be clearly recognizable.</p>	 <p>BE 023</p> <p>Example, for pellet bags only</p>	 <p>Example, for pellet bags only</p>	<p>Not allowed</p>

7.1.2 Colour codes

Table 11 shows the colour codes for the colours of the different graphic elements

Table 11: Colour codes for the colours to be used for identification marks

	orange	grey	black
RGB	R=225, G=93, B=0	R=134, G=129, B=117	R=24, G=23, B=21
CMYK	C=0, M=65, Y=100, K=0	C=0, M=5, Y=20, K=60	C=0, M=0, Y=0, K=100
Pantone	1505	424	Black
HKS	HKS 7	HKS 96	HKS 88

ENplus

**Quality Certification Scheme
For Wood Pellets**



ENplus Handbook

For countries not managed by any national licensor/supporter

**Part 3: Pellet Quality
Requirements**

Version 3.0, August 2015

Publisher and responsible Licenser:

European Pellet Council (EPC)

c/o AEBIOM - European Biomass Association

Place du Champ de Mars 2

1050 Brussels, Belgium

Email: enplus@pelletcouncil.eu

Website: www.enplus-pellets.eu

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PREFACE

This document is part of the *ENplus Handbook, Version 3* defining the rules for the ENplus Quality Certification Scheme for Wood Pellets. The different parts of the handbook are:

- Part 1: General
- Part 2: Certification Procedure
- Part 3: Pellet Quality Requirements
- Part 4: Sustainability Requirements
- Part 5: Scheme Organisation
- Part 6: Schedule of Fees

The current versions of these parts are published on the international website of ENplus [www.enplus-pellets.eu].

General information about the scheme as well as a definition of terms and normative references can be found in Part 1 – General.

This document, part 3 (version 3.0) of the ENplus Handbook, contains information about the following topics:

- ENplus quality classes
- Requirements for wood raw materials
- Requirements for additives

National Licensers will publish national versions of the *Handbook*. *Certified companies* have to follow the rules of the *Handbook* issued by the *Competent Management*.

In case of any dispute about the regulation defined in the *Handbook*, the regulation of the Master-Handbook applies (exception: national regulation).

Terms written in italic characters are defined in the section “Definitions of terms” in part 1.

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NORMATIVE REFERENCES

CEN/TC 15370-1: Solid biofuels - Method for the determination of ash melting behaviour - Part 1: Characteristic temperatures method

EN 14778: Solid biofuels - Sampling

EN 14961-2: Solid biofuels – Fuel specification and classes – Part 2: Wood pellets for non-industrial use

ISO 16948: Solid biofuels - Determination of total content of carbon, hydrogen and nitrogen contents

ISO 16968: Solid biofuels - Determination of minor elements

ISO 16994: Solid biofuels - Determination of total content of sulphur and chlorine

ISO 17225-1: Solid biofuels - Fuel specifications and classes - Part 1: General requirements

ISO 17225-2: Solid biofuels - Fuel specifications and classes - Part 2: Graded wood pellets

ISO 17828: Solid biofuels - Determination of bulk density

ISO 17829: Solid Biofuels - Determination of length and diameter of pellets

ISO 17831-1: Solid biofuels - Determination of mechanical durability of pellets and briquettes - Part 1: Pellets

ISO 18122: Solid biofuels - Determination of ash content

ISO 18125: Solid biofuels - Determination of calorific value

ISO 18134: Solid biofuels - Determination of moisture content -

ISO 18846: Solid biofuels - Determination of fines content in quantities of pellets

Note: Until the ISO analysis standards are published, analyses shall be performed according to related CEN standards.

1 COMING INTO FORCE

The regulations defined in part 3 of the *ENplus Handbook*, version 3.0 will come into force with its publication on 1st of August 2015.

Companies that are already certified at this point of time may continue to produce and trade pellets with the specifications defined in version 2.0 of the *ENplus Handbook* until 31st of December 2015, referring to the European standard EN 14961-2 in their delivery papers and on their bag design.

A longer transition period will be implemented for the use of the bag design and for the use of the previous *Certification Seal* on delivery notes, promotion material etc. (except trucks), this period ends on 31st of July 2016.

Companies certified after 31st of July 2015 shall comply with the requirements defined in this document, part 3 of the *ENplus Handbook*, version 3.

From 1st of January 2016 the *Inspection Bodies* and *Certification Bodies* will only check the compliance of companies with the requirements stated in this document, part 3 of the *ENplus Handbook*, version 3.

2 QUALITY CLASSES

The ENplus certification scheme defines three pellet quality classes. They are based on the classes of ISO 17225-2 and are named:

- ENplus A1
- ENplus A2
- ENplus B

Table 1 provides an overview of pellet properties and the related threshold values.

Table 1: Threshold values of the most important pellet parameters.

Property	Unit	ENplus A1	ENplus A2	ENplus B	Testing standard ¹¹⁾
Diameter	mm	6 ± 1 or 8 ± 1			ISO 17829
Length	mm	3,15 < L ≤ 40 ⁴⁾			ISO 17829
Moisture	w-% ²⁾	≤ 10			ISO 18134
Ash	w-% ³⁾	≤ 0,7	≤ 1,2	≤ 2,0	ISO 18122
Mechanical Durability	w-% ²⁾	≥ 98,0 ⁵⁾	≥ 97,5 ⁵⁾		ISO 17831-1
Fines (< 3,15 mm)	w-% ²⁾	≤ 1,0 ⁶⁾ (≤ 0,5 ⁷⁾)			ISO 18846
Temperature of pellets	°C	≤ 40 ⁸⁾			
Net Calorific Value	kWh/kg ²⁾	≥ 4,6 ⁹⁾			ISO 18125
Bulk Density	kg/m ³ ²⁾	600 ≤ BD ≤ 750			ISO 17828
Additives	w-% ²⁾	≤ 2 ¹⁰⁾			-
Nitrogen	w-% ³⁾	≤ 0,3	≤ 0,5	≤ 1,0	ISO 16948
Sulfur	w-% ³⁾	≤ 0,04	≤ 0,05		ISO 16994
Chlorine	w-% ³⁾	≤ 0,02		≤ 0,03	ISO 16994
Ash Deformation Temperature ¹⁾	°C	≥ 1200	≥ 1100		CEN/TC 15370-1
Arsenic	mg/kg ³⁾	≤ 1			ISO 16968
Cadmium	mg/kg ³⁾	≤ 0,5			ISO 16968
Chromium	mg/kg ³⁾	≤ 10			ISO 16968
Copper	mg/kg ³⁾	≤ 10			ISO 16968
Lead	mg/kg ³⁾	≤ 10			ISO 16968
Mercury	mg/kg ³⁾	≤ 0,1			ISO 16968
Nickel	mg/kg ³⁾	≤ 10			ISO 16968
Zinc	mg/kg ³⁾	≤ 100			ISO 16968

¹⁾ ash is produced at 815 °C

²⁾ as received

³⁾ dry basis

⁴⁾ a maximum of 1% of the pellets may be longer than 40mm, no pellets longer than 45mm are allowed.

⁵⁾ at the loading point of the transport unit (truck, vessel) at the production site

⁶⁾ at factory gate or when loading truck for deliveries to end-users (*Part Load Delivery* and *Full Load Delivery*)

⁷⁾ at factory gate, when filling pellet bags or sealed *Big Bags*.

⁸⁾ at the last loading point for truck deliveries to end-users (*Part Load Delivery* and *Full Load Delivery*)

⁹⁾ equal $\geq 16,5$ MJ/kg as received

¹⁰⁾ the amount of additives in production shall be limited to 1,8 w-%, the amount of post-production additives (e.g. coating oils) shall be limited to 0,2 w-% of the pellets.

¹¹⁾ As long as the mentioned ISO standards are not published, analyses shall be performed according to related CEN standards

Measured data shall be displayed with the same number of decimals as stated in this *Handbook*.

The ENplus quality classes exceed the requirements of ISO 17225-2 on the following points:

- For ENplus A1, the mechanical durability shall be $\geq 98,0$ w-%.
- For ENplus B, the mechanical durability shall be $\geq 97,5$ w-%.
- Limit for the amount of fines in bags and sealed *Big Bags* 0,5 w-% at factory gate.
- Limit for the temperature of pellets at the loading point for end-user deliveries: 40 °C.
- Mandatory requirements on ash melting behaviour.
- The ash used for the measurement of the melting behaviour is produced at 815°C.

3 REQUIREMENTS ON WOOD RAW MATERIALS

The types of wood indicated in *Table 2* can be used according to the standard ISO 17225-2 as raw material for the production of wood pellets. The raw material assortments are defined in ISO 17225-1.

Table 2: Wood types that are permitted to be used for wood pellet production

ENplus A1	ENplus A2	ENplus B
1.1.3 Stem wood ^{a)}	1.1.1 Whole trees without roots ^{a)}	1.1 Forest, plantation and other virgin wood ^{a)}
1.2.1 Chemically untreated by-products and residues from the wood processing industry ^{b)}	1.1.3 Stem wood ^{a)}	1.2.1 Chemically untreated by-products and residues from the wood processing industry ^{b)}
	1.1.4 Logging residues ^{a)}	
	1.2.1 Chemically untreated by-products and residues from the wood processing industry ^{b)}	1.3.1 Chemically untreated used wood ^{c)}

a) Wood which was externally treated with wood preservatives against insect attack (e.g. lineatus), is not considered as chemically treated wood. If all chemical parameters of the pellets comply with the limits and/or concentrations are too small to be concerned with.

b) Negligible levels of glue, grease and other timber production additives used in sawmills during production of timber and timber product from virgin wood are acceptable, if all chemical parameters of the pellets are clearly within the limits and/or concentrations are too small to be concerned with.

c) Demolition wood is excluded. Demolition wood is used wood coming from the demolition of buildings or civil engineering installations.

ENplus deviates from the standard ISO 17225-2; the use of demolition wood and of chemically treated wood is not allowed for any ENplus pellets.

4 REQUIREMENTS ON ADDITIVES

An additive is a material which is intentionally introduced into pellet production, or is added after production, to improve the quality of fuel, reduce its emissions, make production more efficient or mark the pellets. Additives are allowed to a maximum of 2% of the total mass of the pellets. The amount of additives in production shall be limited to 1,8 w-%, while the amount of post-production additives (e.g. coating oils) shall be limited to 0,2 w-% of the pellets. The type (material or trade name) and quantity (in w-%, as received) of all additives shall be documented. Water, steam and heat are not regarded as additives.

Additives, such as starch, corn flour, potato flour, vegetable oil, lignin from sulphate kraft process etc., shall originate from processed or unaltered farming and forestry products. The *Board of ENplus* may exclude the use of a particular additive if concerns are raised that it creates operational problems in heating devices or poses health or environmental risks. The company may file an objection against the exclusion (see *chapter 2.8 of part 2 of the ENplus Handbook*).

The type (e.g. starch, vegetable oil) or at least the brand name of the additive shall be stated in the *Inspection Report* and the *Conformity Report*.

ENplus

**Quality Certification Scheme
For Wood Pellets**



ENplus Handbook

For countries not managed by any national licensor/supporter

**Part 4: Sustainability
Requirements**

Version 3.0, August 2015

Publisher and responsible Licenser:

European Pellet Council (EPC)

c/o AEBIOM - European Biomass Association

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1050 Brussels, Belgium

Email: enplus@pelletcouncil.eu

Website: www.enplus-pellets.eu

This Handbook is only valid for countries not managed by any National Licenser/supporter.

The European Pellet Council (EPC) is responsible for the implementation of ENplus and can grant *Certified Companies* the right to use the ENplus certification seals for all the countries that are not covered by any national pellet association. A list of these national pellet associations, either managing ENplus (National Licenser) or supporting the development of ENplus (National supporting association) in their respective countries, are listed on www.enplus-pellets.eu

PREFACE

This document is part of the *ENplus Handbook*, version 3 defining the rules for the ENplus Quality Certification Scheme for Wood Pellets. The different parts of the handbook are:

- Part 1: General
- Part 2: Certification Procedure
- Part 3: Pellet Quality Requirements
- Part 4: Sustainability Requirements
- Part 5: Scheme Organisation
- Part 6: Schedule of Fees

The current versions of the documents are published on the international website of ENplus [www.enplus-pellets.eu].

General information about the scheme as well as a definition of terms can be found in Part 1 – General.

This document, part 4 (version 3.0) of the ENplus Handbook contains sustainability requirements.

National Licensers will publish national versions of the *Handbook*. *Certified companies* have to follow the rules of the *Handbook* issued by the *Competent Management*.

In case of any dispute about the regulation defined in the *Handbook*, the regulation of the Master-Handbook applies (exception: national regulation).

Terms written in italic characters are defined in the section “Definitions of terms” in part 1.

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1 COMING INTO FORCE

The regulations defined in part 4 of the *ENplus Handbook*, version 3.0 will come into force with its publication on 1st of August 2015.

Companies that are already certified at this point of time may continue to produce and trade according to the rules defined in version 2.0 of the *ENplus Handbook* until 31st of December 2015.

Companies certified after 31st of July 2015 shall comply with the requirements defined in this document, part 4 of the *ENplus Handbook*, version 3.0.

From 1st of January 2016, the *Inspection Bodies* and *Certification Bodies* will only check the compliance of companies with the requirements stated in this document, part 4 of the *ENplus Handbook*, version 3.

2 SUSTAINABILITY OF WOOD RAW MATERIAL

The ENplus certification scheme does not compete with established forest sustainability schemes but acknowledges the certificates from PEFC, FSC or equivalent forest management systems including their chain-of-custody certificates.

ENplus-Certified Producers are required to document the origin and the share of certified wood materials. Furthermore the chain-of custody certified raw material shall be documented. The *International Management* monitors the sustainability state of the raw material.

International Management may publish the aggregated results for specific countries (where a minimum of 5 certified producers are situated in a country) or for specific regions.

3 CARBON FOOTPRINT

The Carbon Footprint (CO₂-eq emitted per tonne of pellets produced) of every certified pellet production plant shall be determined by every *Certified Producer* and provided to the *International Management*. The *International Management* provides a tool for the calculation.

The data gathered by the *International Management* is for aggregated country statistical purposes only (as long as at least 5 *Certified Producers* are situated in the country). Individual data is not made public.

Certified Producers may publish their Carbon Footprint values on their homepage or in other communications.

ENplus

**Quality Certification Scheme
For Wood Pellets**



ENplus Handbook

For countries not managed by any national licensor/supporter

Part 5: Scheme Organisation

Version 3.0, August 2015

Publisher and responsible Licenser:

European Pellet Council (EPC)

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- Part 1: General
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- Part 4: Sustainability Requirements
- Part 5: Scheme Organisation
- Part 6: Schedule of Fees

The current versions of the documents are published on the international website of ENplus [www.enplus-pellets.eu].

General information about the scheme as well as a definition of terms can be found in Part 1 – General.

This document, part 5 (version 3.0) of the *ENplus Handbook*, contains the requirements for organisations responsible for conformity assessment, these are:

- Certification Bodies
- Inspection Bodies
- Testing Bodies

National Licensers will publish national versions of the *Handbook*. *Certified companies* have to follow the rules of the *Handbook* issued by the *Competent Management*.

In case of any dispute about the regulation defined in the *Handbook*, the regulation of the Master-Handbook applies (exception: national regulation).

Terms written in italic characters are defined in the section “Definitions of terms” in part 1.

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NORMATIVE REFERENCES

EN 14961-2: Solid biofuels – Fuel specification and classes – Part 2: Wood pellets for non-industrial use

EN 15234-2: Solid biofuels - Fuel quality assurance - Part 2: Wood pellets for non-industrial use

ISO 17225-1: Solid biofuels - Fuel specifications and classes - Part 1: General requirements

ISO 17225-2: Solid biofuels - Fuel specifications and classes - Part 2: Graded wood pellets

ISO 9001: Quality Management Systems – Requirements

ISO/IEC 17020: Conformity assessment - Requirements for the operation of various types of bodies performing inspection

ISO/IEC 17025: General requirements for the competence of testing and calibration laboratories

ISO/IEC 17065: Conformity assessment - Requirements for bodies certifying products, processes and services

Note: Until the referenced ISO analysis standards are published, analyses shall be performed according to the related CEN standard.

1 COMING INTO FORCE

The regulations defined in part 5 of the *ENplus Handbook*, version 3.0 will come into force with its publication on 1st of August 2015.

Certification Bodies, Inspection Bodies and Testing Bodies that are already listed by the *International Management* at this point of time may continue to be active within the ENplus Certification Scheme under the conditions as defined in version 2.0 of the *ENplus Handbook* until 1st of August 2016.

2 CERTIFICATION BODIES

2.1 Tasks

Listed *Certification Bodies* assess the conformity of a company with the requirements of the ENplus Certification Scheme. The assessment is done based on an *Inspection Report* issued by

- a listed *Inspection Body* (producer certification or where an *Inspection Body* has been mandated by a listed *Certification Body* for a trader or service provider inspection)
- a listed *Certification Body* (trader or service provider inspection)

Furthermore trader and service provider inspections are conducted or mandated by the *Certification Body*. The *Certification Body* may contract listed *Inspection Bodies* to perform the inspections.

2.2 Listing Requirements

A listed *Certification Body* shall be accredited according to ISO/IEC 17065 with a member of the European Co-Operation for Accreditation (EA). The scope of accreditation must include ISO 17225-2 and EN 15234-2. The *International Management* may allow reasonable exceptions.

Certification Bodies offering both inspection services for traders and service providers as well as certification services, shall ensure that inspection and conformity assessment is carried out by different employees.

Inspectors shall be listed with the *International Management*. They shall have attended at least three producer inspections and a 2-day training course acknowledged by the *International Management*. *Listed Inspectors* shall participate at least every second year in an inspectors' workshops organised by the *International Management*.

An inspector contracted by one or more listed bodies, shall be employed by a body holding the required accreditation.

2.3 Application Procedure

Certification Bodies can apply for listing with the EPC based on the requirements stated in chapter 2.2 of part 5 of the *ENplus Handbook*. Written applications have to be submitted to the *International Management*.

National Licensers can choose to collaborate with one or more listed *Certification Bodies* in their country or area as specified in the licensing contract with the *International Management*. The agreement shall be completed with a written contract between both parties.

Templates for trader and service provider inspections as well as for contracts with clients will have to be approved by the *International Management*.

Being active in a country with a *National Licenser*, a *Certification Body* can apply for activities in countries without a *National Licenser*.

3 INSPECTION BODIES

3.1 Tasks

Producer inspections are managed by *Inspection Bodies*. An *Inspection Report* including a laboratory report shall be provided to the competent *Certification Body* as well as to the *International Management*.

3.2 Listing Requirements

A listed *Inspection Body* shall be accredited according to ISO 17020. The scope of accreditation shall include ISO 17225-2 and EN 15234-2. The *International Management* may allow reasonable exceptions.

Inspectors shall be listed with the *International Management*. They shall have attended at least three producer inspections and a 2-day training course acknowledged by the *International Management*. *Listed Inspectors* shall participate at least every second year in an inspectors' workshop organised by the *International Management*.

An inspector contracted by one or more listed bodies, shall be employed by a body holding the required accreditation.

3.3 Application Procedure

Inspection Bodies can apply for listing with the *International Management*. The proposed Inspectors and their qualifications shall be listed in the application. Templates for producer inspections and contracts with clients will have to be approved by the *International Management*.

Listing with the *International Management* is valid for all regions and countries.

4 TESTING BODIES

4.1 Tasks

Listed *Testing Bodies* analyse the quality of wood pellet samples provided by *Listed Inspectors*, *Certified Companies* or end-users. The analyses are carried out according to the testing standards specified in ISO 17225-2. Until the relevant ISO method is published, the corresponding method referred to in EN 14961-2 shall be applied.

A laboratory report shall be provided to the competent *Inspection Body*.

4.2 Listing Requirements

Testing Bodies shall be accredited according to EN ISO 17025 for the testing standards specified in ISO 17225-2. The *International Management* may allow reasonable exceptions. *Testing Bodies* may collaborate to complete all the tests required by the standard.

4.3 Application Procedure

Testing Bodies that want to be listed shall make a formal application that includes evidence of their accreditations to the *International Management*.

Templates for the contract with clients shall be approved by the *International Management*.

Listing with the *International Management* is valid for all regions and countries.

ENplus

**Quality Certification Scheme
For Wood Pellets**



ENplus Handbook

For countries not managed by any national licensor/supporter

Part 6: Schedule of fees

Version 3.0, August 2015

Publisher and responsible Licenser:

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PREFACE

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- Part 1: General
- Part 2: Certification Procedure
- Part 3: Pellet Quality Requirements
- Part 4: Sustainability Requirements
- Part 5: Scheme Organisation
- Part 6: Schedule of Fees

The current versions of the documents are published on the international website of ENplus [www.enplus-pellets.eu].

General information about the scheme as well as a definition of terms can be found in Part 1 – General.

This document, part 6 (version 3.0) of the *ENplus Handbook*, contains the schedule of fees for all ENplus certified/listed organisations:

- *Certified Producers*
- *Certified Traders*
- *Certified Service Providers*
- *Listed Inspection bodies*
- *Listed Testing bodies*

Certified companies have to follow the rules of the *Handbook* issued by the *Competent Management*.

Terms written in italic characters are defined in the section “Definitions of terms” in part 1.

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COMING INTO FORCE

The regulations defined in part 6 of the *ENplus Handbook*, version 3.0 will come into force with its publication on 1st of August 2015.

All the organisations that are already certified/listed at this point of time may continue to be active within the *ENplus* Certification Scheme under the conditions as defined in version 2.0 of the *ENplus Handbook* until 1st of January 2016.

SCHEDULE OF FEES

1 PRODUCER FEES

The license fee is 0,15 € per tonne of all the pellets produced (bulk pellets and bagged pellets) that are complying with the requirements of ENplus A1, ENplus A2 and ENplus B quality classes regardless whether they are sold as ENplus pellets or not. Pellets sold to power plants or for animal bedding are excluded from license payments under this scheme. The excluded amount is subject to approval by the *International Licenser*.

The fee of the first year of certification is based on the projected production figures for the rest of the year. The fees for the following years will be based on the projected production figures of the current year plus an adjustment (could be a positive or a negative value) made of the difference between the projected production figures and the actual production of the previous year.

The producer has to bear the additional costs related to the annual inspection and the overall certification process. These costs are directly charged by the concerned *Certification, Inspection and Testing Bodies*.

The conditions under which a producer has to be certified, and hence has to pay fees, are defined in the illustration chart below.

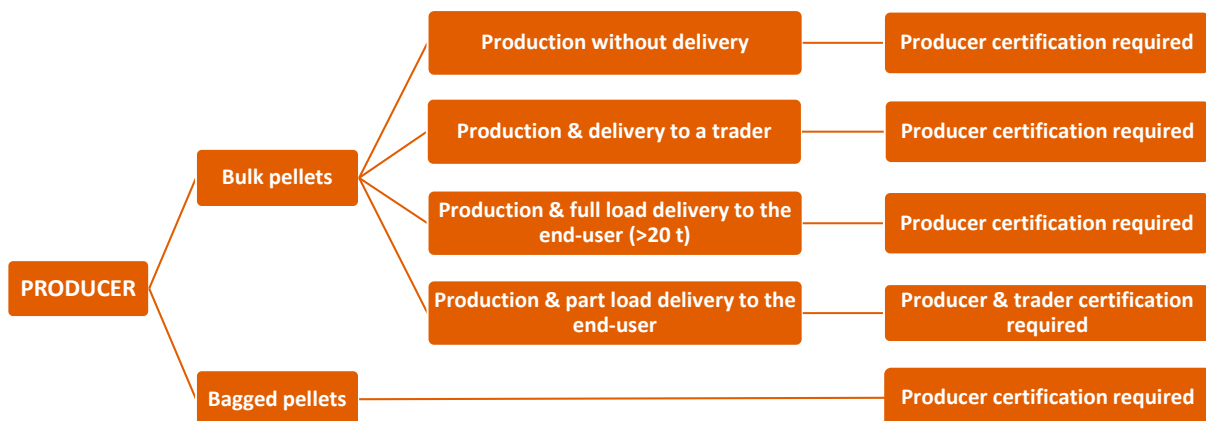


Figure 1: Overview about the need of certification for producers with different business activities

2 TRADER FEES

The license fee is 0,15 € per tonne of all the pellets traded (bulk pellets and bagged pellets) that are complying with the requirements of ENplus A1, ENplus A2 and ENplus B quality classes regardless whether they are sold as ENplus pellets or not. Pellets sold to power plants or for animal bedding are excluded from license payments under this scheme. The excluded amount is subject to approval by the *International Licenser*.

The fee of the first year of certification is based on the projected trading figures for the rest of the year. The fees for the following years will be based on the projected trade figure of the current year plus an adjustment (could be a positive or a negative value) made of the difference between the projected production figures and the actual production of the previous year.

The trader has to bear the additional costs related to the annual inspection and the overall certification process. These costs are directly charged by the concerned *Certification Body*.

The conditions under which a trader has to be certified, and hence has to pay fees, are defined in the illustration chart below.

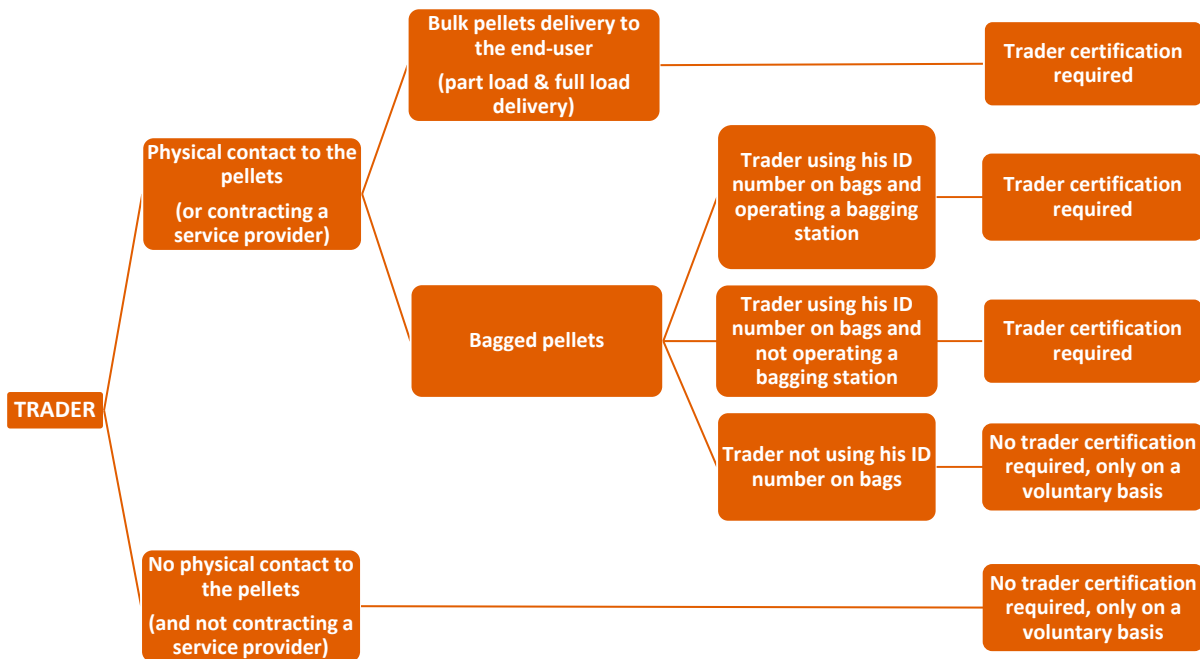


Figure 2: Overview about the need of certification for traders with different business activities

3 SERVICE PROVIDER FEES

In order to get listed, a *Service Provider* will be charged with an annual fee of 1.000 €.

The *Service Provider* has to bear the additional costs related to the annual inspection and the overall certification process. These costs are directly charged by the concerned *Certification Body*.

The conditions under which a *Service Provider* has to be certified, and hence has to pay fees, are defined in the illustration chart below.

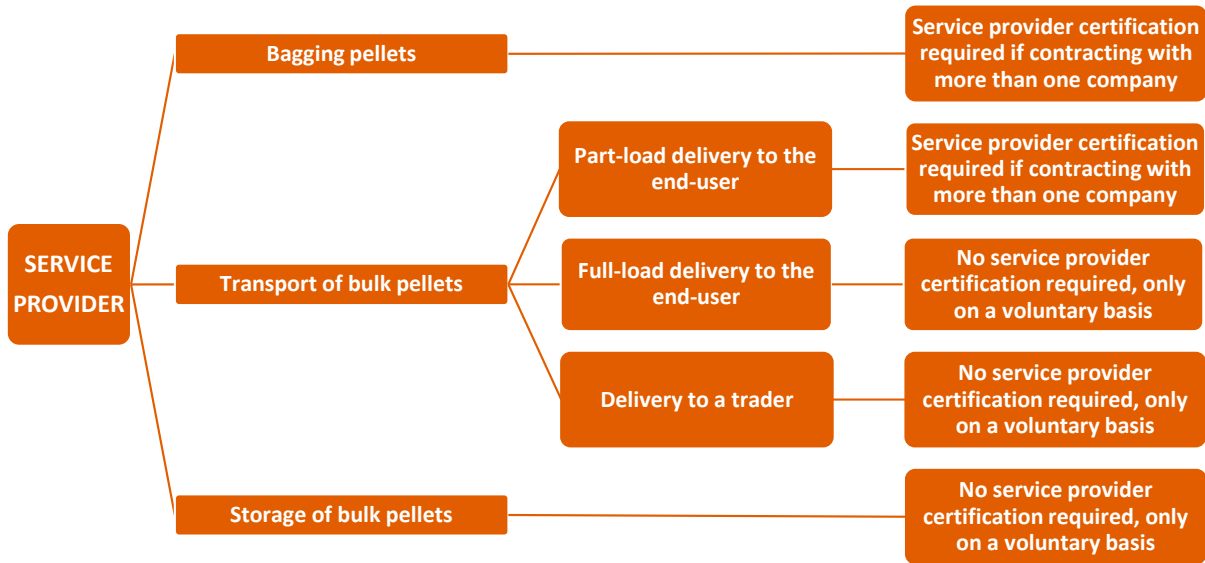


Figure 3: Overview about the need of certification for Service Providers with different business activities

4 INSPECTION BODIES

In order to get listed, an *Inspection Body* will be charged with a basic annual fee of 800 € plus 200 € for each listed inspector.

The listing of the *Inspection Bodies* is handled by the *International Licensor*.

5 TESTING BODIES

In order to get listed, a *Testing Body* will be charged with an annual fee of 500 €.

The listing of the *Testing Bodies* is handled by the *International Licensor*.

EXHIBIT 5

Marcor Bulk I

Sonde	Label	Type	Eenheid	Minimum	Gemiddelde	Maximum
Ruim 1	P889-RH	Vochtigheid	%	80,1	82,1	84,8
	P889-T	Temperatuur	°C	12,9	13,2	13,8
Ruim 2a	P891-RH	Vochtigheid	%	63,9	66,0	68,0
	P891-T	Temperatuur	°C	15,9	16,3	16,7
Mb1 #3	1712-B	Temperatuur	°C	65,1	65,1	65,1
	1712-M	Temperatuur	°C	58,2	58,3	58,3
	1712-RH	Vochtigheid	%	93,5	94,2	95,4
ruim 3	P898-RH	Vochtigheid	%	100,0	100,0	100,0
	P898-T	Temperatuur	°C	44,3	44,5	44,7
Mb1 #4	2405-B	Temperatuur	°C	70,9	70,9	71,0
	2405-M	Temperatuur	°C	70,6	70,7	70,8
	2405-RH	Vochtigheid	%	92,0	92,7	93,8
mb1 #4	2407-B	Temperatuur	°C	68,9	69,0	69,1
	2407-M	Temperatuur	°C	63,2	63,4	63,6
	2407-RH	Vochtigheid	%	94,1	94,6	95,8
Ruim 4	P883-RH	Vochtigheid	%	100,0	100,0	100,0
	P883-T	Temperatuur	°C	22,5	23,0	23,4
Ruim 5	P895-T	Temperatuur	°C	13,9	14,0	14,3
Mb1 #6A	2402-B	Temperatuur	°C	73,7	73,7	73,7
	2402-M	Temperatuur	°C	72,8	72,8	72,8
	2402-RH	Vochtigheid	%	88,8	88,8	88,8
Ruim 6a	P888-RH	Vochtigheid	%	100,0	100,0	100,0
	P888-T	Temperatuur	°C	46,9	47,3	47,5
Mb1 #6B	1722-B	Temperatuur	°C	67,9	68,0	68,1
	1722-M	Temperatuur	°C	64,9	65,0	65,0
	1722-RH	Vochtigheid	%	0,1	0,1	0,1
mb1 #6B	2406-B	Temperatuur	°C	62,2	62,4	62,5
	2406-M	Temperatuur	°C	61,4	61,5	61,6
	2406-RH	Vochtigheid	%	92,3	93,2	94,7
Ruim 7	P892-RH	Vochtigheid	%	64,6	68,5	70,6
	P892-T	Temperatuur	°C	6,7	8,5	10,2

EXHIBIT 6

BEA Institute for Bioenergy GmbH - Avedikstrasse 21, 1150 Vienna, AUSTRIA

Genol Ges.m.b.H
for the attention of Mr.
Oliver Eisenhöld
Raiffeisenstraße 1
2100 Korneuburg
AUSTRIA

Your sign, Your message from

Our sign, Our message from

Eng

Date

2023-04-01

Subject: Wood pellets delivery MS Cuarto and MS Vigilia

Unloading in the port of Krems

Dear Mr. Eisenhöld,

According to the information we have been provided, Genol purchased wood pellets certified according to ENplus® from Enviva in the fall of 2022 and has shipped or wanted to ship them to Austria.

BEA Institute for Bioenergy sampled the goods in the port of Krems, Rhenus PartnerShip Austria GmbH, Karl-Mierka-Straße 7-9, A-3500 Krems / Danube on 2022-11-02 and 2022-11-03 and examined them in its own accredited laboratory. The two inland cargo ships "MS Cuarto" and "MS Vigilia" were sampled by Dipl. Ing. Philipp Koskarti. The results of the sampling and pellet analysis were summarized in the BEA 2022308 report dated 2022-11-04.

At Genol's request, the quality of the pellets, especially any non-conformities, should be presented in summary form.

- 1. MS-Cuarto, overlenghts:** 2 representative samples of approx. 10 l each were taken. The sample was divided and a subset of each sample was analyzed for length distribution. Pellets > 45 mm (once 2 pieces, once 3 pieces) were found in both samples, the overlong pellets were shown in the expert opinion. According to ENplus®, no single pellet may be more than 45 mm long. Exceptions are not provided for in ENplus®. **Therefore, the product does not comply with ENplus®.**



BEA Institut für Bioenergie GMBH - Accredited Inspection Body according to EN ISO/IEC 17020 | Accredited Testing Body according to EN ISO/IEC 17025

1150 Vienna | Avedikstrasse 21 | AUSTRIA | T: +43 1 89093 91 | F: +43 1 89093 92 | www.bioenergy.institute | Email: office@bioenergy.co.at
Legal form: GmbH | Headquarters: Vienna | Company Register No: FN 331066m | Commercial Register Court: Commercial Court Vienna | UID/VAT: ATU 65124117
IBAN: AT47 1200 0529 4901 1803 | BIC: BKAUATWW | Bank: Bank Austria AG | EORI: ATEOS1000004531 | Executive Director: DI Dr. Martin English

2. **Both ships, diameter:** Diameters of the pellets between 6.7 mm and 7.3 mm were measured. According to ENplus®, pellets with a diameter of 6 mm or 8 mm are defined, whereby a tolerance of ± 1 mm is permissible in each case. This means that a pellet with a diameter of 6.7 mm is classified as a 6 mm pellet, and a pellet with a diameter of 7.3 mm is classified as an 8 mm pellet. Therefore, by definition, there is a mixture of 6 mm and 8 mm pellets in this particular case. **According to ENplus® the pellets therefore do not meet the specification 6 mm.**

Annotation: Mixtures of 6 mm and 8 mm pellets are not excluded according to ENplus®, but in the author's opinion these should be clearly specified. If pellets of 6 mm are contractually agreed, pellets with a diameter of 7.3 mm do not meet the specification.

3. **MS Vigilia Temperature:** During sampling, a temperature of 42°C was detected in the fill. According to ENplus®, the temperature must not exceed 40°C when delivered to the end customer. If the temperature exceeds 40°C, the customer must be informed. Explicit regulations BB do not exist.

The limitation of the temperature has safety and quality reasons and can be found in several sets of rules:

1. Decree of the BMA, Austria (BMASK-461.308/0022-VII/A/2/2011):

Item B.3.3: A pellet temperature of less than 40 °C must be maintained when filling the truck and the warehouse.

2. ÖNORM EN ISO 20023 Biogenic solid fuels - Safety of pellets from biogenic solid fuels - Safe handling and storage of wood pellets in domestic and other small combustion plants

Chapter 5 Requirements for the safe transport and delivery of pellets: Loading of the vehicles is only permitted when the pellet temperature is less than 40 °C. If the ambient temperature exceeds 35 °C, a maximum pellet temperature of 45 °C is tolerable.

3. ENplus Version 3.0, August 2015 (valid until 2022-12-31)

Chapter 4.4 Requirements for pellet traders, subchapter 4.4.3 (identical wording in Requirements for traders)

Outgoing goods (incl. loading at the production site): Control of the temperature (max. 40 °C).

3. ENplus version 4.0 (valid from 2023-01-01)

5.2.3.2 Requirements for producers (identical to 6.2.3.2 Requirements for distributors):

The producer shall choose a device and a methodology to ensure that the temperature of outgoing bulk pellets is not higher than 40 °C and that the temperature is periodically measured before delivery in accordance with Table 2 (see 5.2.4.1). Where the pellet temperature exceeds 40 °C, the producer:

- a) shall not deliver the pellets to the end-user;

b) shall either not deliver the pellets to another company or shall inform the company as a part of the delivery documentation (see 5.2.5.1) about the increased temperature and related risks.

Annotation: In common practice, pellet deliveries to dealers are checked for temperature and temperatures above 40°C are a reason for complaint or rejection of the goods. Acceptance of pellets with temperatures above 40°C must be agreed upon, if necessary. In any case, there is a duty to inform or warn in case of delivery or loading of vehicles (according to the author, this also applies to ships and trains) with pellets above 40°C. High temperatures lead to moisture gradients, increased evaporation and condensation in warehouses and means of transport, and consequently to disintegration of the pellets and partial loss of the goods.

With kind regards

BEA Institut für Bioenergie GmbH

[signature]

Dipl. Eng. Dr. Martin English

Generally sworn and judicially certified expert

EXHIBIT 7

BayWa AG
BayWa AG München
Arabellastr. 4
81925 München

Telefon
E-Mail web.ene.hp.einkauf@baywa.de
Bank: [REDACTED] BIC: [REDACTED]
IBAN: [REDACTED]

BayWa AG Arabellastr. 4 81925 München

Firma
Zijderlaan Bulk Trading B.V.
Dwarsweg 10
5165 NM WASPIK
NIEDERLANDE

Schlussrechnung

Seite 1 von 2

Keine Warenabgabe

> Bitte bei Zahlung und Rückfragen angeben <

Belegnummer: 6541726312

Beleg-Datum: 24.05.2023

Kunden-Nr. / KST: 36328337

Best.Nr. Kunde: .

Belegersteller: Stefanie Stampfl

E-Mail: Stefanie.Stampfl@baywa.de

Versandbedingungen: Z2 Liefers bei Zust.
Lieferbedingung: FOB Frei an Bord
Acting as our Fiscal Representative:

Währung: EUR

Verex Customs Services BV
Rooseveltlaan 8B
4536 GZ Terneuzen
Netherlands
VAT nr NL.0042.83.041.B02

Domestic reverse charge in conformity with art 12 paragraph 3 turnover tax act 1968

Pos.	Artikelnummer	Bezeichnung	Menge	ME	Einzelpreis	PE	Wert	U%
------	---------------	-------------	-------	----	-------------	----	------	----

Aus Lieferschein 2482808192 , Lieferdatum 24.05.2023

0010	0000784066	Holzpellets Industrieware Lose						
		Zolltarifnummer: 44013100						
		Holzpellets Lose Ware						
		26.132.222	KG	132,00	1.000 KG		3.449.453,30	
		Dieses Produkt ist SBP zertifiziert.						

Übertrag 3.449.453,30

Vorstandsvorsitzender:

Marcus Pöllinger
[REDACTED]

Pos.	Artikelnummer	Bezeichnung	Menge	ME	Einzelpreis	PE	Wert	U
							Übertrag	3.449.453,30
0020	0002137913	Feinanteil Zolltarifnummer: 44013100 Holzpellets Lose Ware	526.405	KG	25,00	1.000 KG	13.160,13	
Nettowarenwert							3.462.613,43	
MWST-Betrag							0,00	%
Bruttoendbetrag							3.462.613,43	
<u>Anzurechnen:</u>								
Nettobetrag							Anzahlungsrechnung-Nr. 6293041618 vom 13.04.2023	2.808.400,00
MWST-Betrag							0,000	%
Bruttoendbetrag							2.808.400,00	
Nettorestbetrag							654.213,43	
MWST-Betrag							0,000	%
Bruttoestbetrag und somit noch zu zahlen:							654.213,43	

Bis zum 03.06.2023 ohne Abzug

omzetbelasting verlegd (Reverse Charge)

sales tax transferred (Reverse Charge)

Umsatzsteuer weitergegeben (Reverse Charge)

Wir erfüllen die Anforderungen der EU Datenschutz-Grundverordnung. Die Datenschutzinformationen erhalten Sie auf Anfrage in jedem unserer Betriebe dort ausgehändigt oder auf Wunsch auf dem Postweg zugesendet. Sie sind auch unter <http://www.baywa.de/datenschutz/> abrufbar.

EXHIBIT 8

Siebanalyse

PETERSON ROTTERDAM B.V.

Boompjes 270
3011 XZ Rotterdam



Tel. : +31 (0)10-2823333
Fax : +31 (0)10-2130069
E-mail : bulkops@onepeterson.com

Auftraggeber : BayWa AG München
Ort Probeentnahme : Rotterdam, Marcor, Waalhaven
Ex : RICARDA
Produkt : Biomassa - Houtpellets
Repr. tonnage : 33.329,213 MT
PBL Referenz : 1106107
Referenz : P189991/P30105651

In Ihrem Auftrag wurde folgende Siebanalyse durchgeführt:

Lot	Labelcode	Type	Fractie:	3.15 R	<3,15
	1106132	Composite Analuse TLR	P189991/P30105651	89,01	10,99
1	1106107	Loshaven	P189991/P30105651	97,06	2,94
2	1106108	Loshaven	P189991/P30105651	95,14	4,86
3	1106109	Loshaven	P189991/P30105651	93,83	6,17
4	1106110	Loshaven	P189991/P30105651	92,48	7,52
5	1106111	Loshaven	P189991/P30105651	84,32	15,68
6	1106112	Loshaven	P189991/P30105651	87,63	12,37
7	1106113	Loshaven	P189991/P30105651	87,06	12,94
8	1106114	Loshaven	P189991/P30105651	78,81	21,19
9	1106115	Loshaven	P189991/P30105651	88,03	11,97
10	1106116	Loshaven	P189991/P30105651	88,83	11,17
11	1106117	Loshaven	P189991/P30105651	84,98	15,02
12	1106118	Loshaven	P189991/P30105651	89,59	10,41
13	1106119	Loshaven	P189991/P30105651	91,25	8,75
14	1106120	Loshaven	P189991/P30105651	84,49	15,51
15	1106121	Loshaven	P189991/P30105651	86,67	13,33
16	1106122	Loshaven	P189991/P30105651	81,97	18,03
17	1106123	Loshaven	P189991/P30105651	91,69	8,31
18	1106124	Loshaven	P189991/P30105651	91,62	8,38
19	1106125	Loshaven	P189991/P30105651	89,28	10,72
				88,67	11,33

Rotterdam, 7-11-2022,



PETERSON ROTTERDAM B.V.

E.W. van Dijk

EXHIBIT 9



Marcor Stevedoring B.V.
 Dodewaardstraat 14
 3087 BA Rotterdam
 Port no. 2175
 The Netherlands

Phone: +31 (0) 10 299 21 21
 Fax: +31 (0) 10 299 21 22

ABN-AMRO Bank N.V.
 IBAN: [REDACTED]
 BIC: [REDACTED]
 VAT: [REDACTED]

Chamber of Commerce
 Rotterdam no. 24276231

BAYWA AG
 ARABELLASTRASSE 4
 81925 MÜNCHEN
 GERMANY

INVOICE No. 120110

Our ref. : 24047003

Invoice date: 15/DEC/2022

Relation no.: 409

Vessel - Parcel		Discharge date		
RICARDA - 1574/00/00		17/OCT/2022 - 19/OCT/2022		
	Unit	Quantity	Rate	Amount
1574/00/00: WOODPELLETS				
WE HEREWITH CREDIT YOUR ACCOUNT AS PER EMAIL DD. 12/15/2022	WEEK	-2.617.620	1,00	-10.470,48
VAT Reverse Charge VAT no. DE 129272852				
TOTAL			€	-10.470,48

Please payment within 14 days after date of invoice.

CREDIT

The service delivered is GMP+ FSA assured.

"Our General Conditions, filed with the court registry at the Rotterdam Court are applicable to our activities. These conditions will be supplied free of charge upon request."

MARCOR
STEVEDORING B.V.

Marcor Stevedoring B.V.
Dodewaardstraat 14
3087 BA Rotterdam
Port no. 2175
The Netherlands

Phone: +31 (0) 10 299 21 21
Fax: +31 (0) 10 299 21 22

ABN-AMRO Bank N.V.
IBAN: [REDACTED]
BIC: [REDACTED]
VAT: [REDACTED]

Chamber of Commerce
Rotterdam no. 24276231

BAYWA AG
ARABELLASTRASSE 4
81925 MÜNCHEN
GERMANY

INVOICE No. 120331

Our ref. : 24047003

Relation no.: 409

Invoice date: 23/MAR/2023

Vessel - Parcel		Discharge date		
RICARDA - 1574/00/00		17/OCT/2022 - 19/OCT/2022		
	Unit	Quantity	Rate	Amount
1574/00/00: WOODPELLETS				
RENT				
AS FROM 02/06/2023 - TILL 03/05/2023 - MARCORBULK	4 WEEKS	9.022.356	0,65	23.458,13
AS FROM 02/06/2023 - TILL 03/05/2023 - PUSHBARGES	4 WEEKS	18.430.496	1,00	73.721,98
VAT Reverse Charge VAT no. DE 129272852				
TOTAL				€ 97.180,11

Please payment within 14 days after date of invoice.

The service delivered is GMP+ FSA assured.

"Our General Conditions, filed with the court registry at the Rotterdam Court are applicable to our activities. These conditions will be supplied free of charge upon request."

MARCOR

STEVEDORING B.V.

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ABN-AMRO Bank N.V.
 IBAN: [REDACTED]
 BIC: [REDACTED]
 VAT: [REDACTED]

Chamber of Commerce
 Rotterdam no. 24276231

BAYWA AG
 ARABELLASTRASSE 4
 81925 MÜNCHEN
 GERMANY

INVOICE No. 120028

Our ref. : 24047003

Invoice date: 02/NOV/2022

Relation no.: 409

Vessel - Parcel		Discharge date		
RICARDA - 1574/00/00		17/OCT/2022 - 19/OCT/2022		
	Unit	Quantity	Rate	Amount
1574/00/00: WOODPELLETS				
RENT				
FROM 10/17/2022 TILL 10/31/2022 - MB#3	2 WEEKS	3.053.112	0,65	3.969,05
FROM 10/17/2022 TILL 10/31/2022 - MB#4	2 WEEKS	5.126.861	0,65	6.664,92
FROM 10/18/2022 TILL 10/31/2022 - MB#3	2 WEEKS	3.460.000	0,65	4.498,00
FROM 10/18/2022 TILL 10/31/2022 - PB RUWATRANS 8	2 WEEKS	3.603.412	1,00	7.206,82
FROM 10/19/2022 TILL 10/31/2022 - PB RUWATRANS 6	2 WEEKS	3.509.061	1,00	7.018,12
FROM 10/19/2022 TILL 10/31/2022 - PB CORNELIA 7	2 WEEKS	2.044.841	1,00	4.089,68
FROM 10/19/2022 TILL 10/31/2022 - PB GIJSBERT	2 WEEKS	3.351.338	1,00	6.702,68
FROM 10/19/2022 TILL 10/31/2022 - PB KOLOS	2 WEEKS	3.304.527	1,00	6.609,05
FROM 10/19/2022 TILL 10/31/2022 - PB KREEK 2	2 WEEKS	150.000	1,00	300,00
VAT Reverse Charge				
VAT no. DE 129272852				
TOTAL			€	47.058,32

Please payment within 14 days after date of invoice.

The service delivered is GMP+ FSA assured.

"Our General Conditions, filed with the court registry at the Rotterdam Court are applicable to our activities. These conditions will be supplied free of charge upon request."



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Chamber of Commerce
Rotterdam no. 24276231

BAYWA AG
ARABELLASTRASSE 4
81925 MÜNCHEN
GERMANY

INVOICE No. 120007

Our ref. : 24047003

Invoice date: 31/OCT/2022

Relation no.: 409

Vessel		Discharge date		
RICARDA		17/OCT/2022 - 19/OCT/2022		
Charge	Unit	Quantity	Rate	Amount
BOARD/BARGE BULK WOODPELLETS	MT	5.655.088	1,90	10.744,67
BOARD/STORAGEVESSEL BULK WOODPELLETS	MT	11.639.973	1,90	22.115,95
BOARD/STORAGEBARGE BULK WOODPELLETS	MT	15.963.179	1,90	30.330,04
MISCELLANEOUS MOBILIZATION COSTS STORAGE BARGES	PIECES	6,00	800,00	4.800,00
VAT Reverse Charge VAT no. DE 129272852				
TOTAL			€	67.990,66

Please payment within 14 days after date of invoice.

The service delivered is GMP+ FSA assured.

"Our General Conditions, filed with the court registry at the Rotterdam Court are applicable to our activities. These conditions will be supplied free of charge upon request."



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ABN-AMRO Bank N.V.
 IBAN: [REDACTED]
 BIC: [REDACTED]
 VAT: [REDACTED]

Chamber of Commerce
 Rotterdam no. 24276231

BAYWA AG
 ARABELLASTRASSE 4
 81925 MÜNCHEN
 GERMANY

INVOICE No. 120097

Our ref. : 24047003

Invoice date: 01/DEC/2022

Relation no.: 409

Vessel - Parcel		Discharge date		
RICARDA - 1574/00/00		17/OCT/2022 - 19/OCT/2022		
	Unit	Quantity	Rate	Amount
1574/00/00: WOODPELLETS				
RENT				
FROM 11/01/2022 TILL 11/27/2022 MARCORBULK	4 WEEKS	11.639.973	0,65	30.263,93
FROM 11/01/2022 TILL 11/27/2022 BARGES	4 WEEKS	18.430.796	1,00	73.723,18
VAT Reverse Charge VAT no. DE 129272852				
TOTAL				€ 103.987,11

Please payment within 14 days after date of invoice.

The service delivered is GMP+ FSA assured.

"Our General Conditions, filed with the court registry at the Rotterdam Court are applicable to our activities. These conditions will be supplied free of charge upon request."



MARCOR
STEVEDORING B.V.

Marcor Stevedoring B.V.
Dodewaardstraat 14
3087 BA Rotterdam
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Phone: +31 (0) 10 299 21 21
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ABN-AMRO Bank N.V.
IBAN: [REDACTED]
BIC: [REDACTED]
VAT: [REDACTED]

Chamber of Commerce
Rotterdam no. 24276231

BAYWA AG
ARABELLASTRASSE 4
81925 MÜNCHEN
GERMANY

INVOICE No. 120195

Our ref. : 24047003

Invoice date: 04/JAN/2023

Relation no.: 409

Vessel - Parcel		Discharge date		
RICARDA - 1574/00/00		17/OCT/2022 - 19/OCT/2022		
	Unit	Quantity	Rate	Amount
1574/00/00: WOODPELLETS				
RENT				
FROM 11/28/2022 TILL 01/01/2023	5 WEEKS	9.022.356	0,65	29.322,66
FROM 11/28/2022 TILL 01/01/2023	5 WEEKS	18.430.796	1,00	92.153,98
VAT Reverse Charge VAT no. DE 129272852				
TOTAL				€ 121.476,64

Please payment within 14 days after date of invoice.

The service delivered is GMP+ FSA assured.

"Our General Conditions, filed with the court registry at the Rotterdam Court are applicable to our activities. These conditions will be supplied free of charge upon request."



Marcor Stevedoring B.V.
 Dodewaardstraat 14
 3087 BA Rotterdam
 Port no. 2175
 The Netherlands

Phone: +31 (0) 10 299 21 21
 Fax: +31 (0) 10 299 21 22

ABN-AMRO Bank N.V.
 IBAN: [REDACTED]
 BIC: [REDACTED]
 VAT: [REDACTED]

Chamber of Commerce
 Rotterdam no. 24276231

BAYWA AG
 ARABELLASTRASSE 4
 81925 MÜNCHEN
 GERMANY

INVOICE No. 120387

Our ref. : 24047003

Invoice date: 11/APR/2023

Relation no.: 409

Vessel - Parcel		Discharge date		
RICARDA - 1574/00/00		17/OCT/2022 - 19/OCT/2022		
	Unit	Quantity	Rate	Amount
1574/00/00: WOODPELLETS				
RENT				
AS FROM 03/06/2023 TILL 04/02/2023	4 WEEKS	9.022.356	0,80	28.871,54
AS FROM 03/06/2023 TILL 04/02/2023	4 WEEKS	18.430.796	1,25	92.153,98
VAT Reverse Charge VAT no. DE 129272852				
TOTAL				€ 121.025,52

Please payment within 14 days after date of invoice.

The service delivered is GMP+ FSA assured.

"Our General Conditions, filed with the court registry at the Rotterdam Court are applicable to our activities. These conditions will be supplied free of charge upon request."



Marcor Stevedoring B.V.
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ABN-AMRO Bank N.V.
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BIC: [REDACTED]
VAT: [REDACTED]

Chamber of Commerce
Rotterdam no. 24276231

BAYWA AG
ARABELLASTRASSE 4
81925 MÜNCHEN
GERMANY

INVOICE No. 120387

Our ref. : 24047003

Invoice date: 11/APR/2023

Relation no.: 409

Vessel - Parcel		Discharge date		
RICARDA - 1574/00/00		17/OCT/2022 - 19/OCT/2022		
	Unit	Quantity	Rate	Amount
1574/00/00: WOODPELLETS				
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AS FROM 03/06/2023 TILL 04/02/2023	4 WEEKS	9.022.356	0,80	28.871,54
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EXHIBIT 10

Lagerkosten MARCOR Rotterdam
Import Enviva

Month	Rent	Calendar Week
Oktober	47.058,32 €	42 --> 43
November	93.666,65 €	44 --> 47
December	123.178,09 €	48 --> 52
Januari	139.359,79 €	1 --> 5
Februari	121.025,52 €	6 --> 9
March	121.025,52 €	10 --> 13
April	121.025,52 €	14 --> 17
Total	766.339,41 €	