

Terms of use – Trace Your Claim Database

1 Description of Service, Acceptance of Terms

1.1 The Trace Your Claim GmbH (hereinafter called TYC) pursues a globally orientated database with respect to traceability and trading of biomass, renewables, waste and residues and bioenergy supporting the implementation of the Renewable Energies Directive – RED – (Dir. 28/2009/EC, hereinafter called RED), and respective national legislation.

1.2 These terms and conditions of use ("Terms of Use") set forth herein apply to the TYC website (www.trace-your-claim.org) an all of its pages and the use of the TYC Database operated by TYC. By using our websites and/or registering for the services of TYC the user agrees to be bound by the terms and conditions set out herein.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR SERVICES.

1.3 Differing, *contrary* or supplementary *terms and conditions* used by the user shall not apply.

1.4 Contract language is German. If these Terms or any other contract-based declarations or documents are issued in another language, and inconsistencies arise, the German version will prevail.

2 User registration, conclusion of contract

2.1 Eligible for the use of the TYC database is any legal entity, which holds a valid certificate under a certification system either recognized by the European Commission or the competent authority of a member state of the EU ("certificate") and is duly registered with TYC by providing the requested data, certification system and the name of the certification body, which issued the certificate to TYC.

2.2 To register, please go the designated registration area on <http://www.trace-your-claim.org/> and enter the required data. Please note, that the registration process is only completed after TYC has confirmed the registration to the user. By registering the user places an offer to TYC to enter into the contract to use the TYC database. The contract of use is only entered into by TYC, once the confirmation has been sent to the user. Simply sending a registration sheet to TYC or submitting data online will not conclude a contract or create any obligations for TYC towards the user.

2.3 A valid certificate and confirmed TYC registration authorizes the TYC user to handle batches of sustainable incoming and outgoing products and to upload and download related documents.

3 Changes of the Services and Terms of Use

3.1 TYC reserves the right to modify, suspend, or discontinue any portion of the service at any time, with or without notice. Unless explicitly stated otherwise, any new features that modifies or enhances the current service shall be subject to the Terms of Use. Users agree that TYC shall not be liable to any user or to any third party for any modification of the service.

3.2 Applicable are the Terms of Use valid at the time when the user first submits the registration data.

3.3 In the case that the user's certificate is no longer valid, the TYC database can no longer be used and the user must register again.

3.4 The latest and current Terms of Use are available on www.trace-your-claim.org from the moment of its coming into force.

3.5 Changes of the TYC Terms of Use become effective fourteen days after announcement via email by TYC. If substantial changes are made to the Terms of Use, the user has the right to cancel the contract of use by written notice within fourteen days after reception of the email. If no cancellation notice is received by TYC within the time period, the new TYC Terms of Use are deemed to be accepted by the user. Users agree to review these Terms of Use periodically so that they are aware of any modifications. Continued use of the service shall be deemed acceptance of the modified Terms of Use.

4 Registration and usage fees, Tariffs

4.1 For the use of the TYC database the user pays the following fees:

4.1.1 We charge a one-off registration fee according to the current tariff system, downloadable on the TYC website (www.trace-your-claim.org). If the user loses the interest in TYC after a confirmed registration the registration fee will remain payable nonetheless.

4.1.1 Besides, the user pays quantity dependent fees (tonnage fees) to TYC for each metric ton of "as sustainable declared" biomass or product, according to the current tariff system published at www.trace-your-claim.org.

4.2 The registration fee is due 14 days on receipt of an invoice.

4.3 The quantity dependent fee is charged on a quarterly basis and is due on receipt of invoice. It has to be paid at the latest 14 days after receipt of invoice.

4.4 In case of delayed payment, TYC is entitled to charge interest at a rate of 8 percent points above the base lending rate, subject to assertion of higher damages caused by delayed performance.

4.5 If the user is in default with any payment whatsoever, all other payment obligations will become due immediately.

5 Right to set-off; Right of retention

5.1 The user may only set-off, if the counterclaim is uncontested or unappealable. The user may only claim a right of retention, if the counterclaim is based on the same contractual relationship.

5.2 TYC is entitled to credit payments of the user first against older debts and will inform the user about the chosen way of offsetting. In case other costs and interest has arisen already, TYC may credit payments first against the costs, then against interest and finally against the principal claim.

6. Additional user obligations

6.1 The user is obliged to submit accurate, true and complete information in the registration process and to inform TYC immediately of any changes in the requested data.

6.2 In case of breach of the true information obligation, TYC is entitled to terminate the contract with the user without notice.

6.3 Users will receive a password and account designation upon completing the registration process. Users are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under user password or account. Users agree to immediately notify TYC of any unauthorized use of user password or account or any other breach of security, and ensure that users exit from their accounts at the end of each session. TYC cannot and will not be liable for any loss or damage arising from failure to comply with this section.

6.4 The user is obliged to make up for any losses of TYC due to breach of obligations under contract. The user exempts TYC from all liabilities which may be claimed to TYC due to third-party claims based on breach of obligations on part of the user.

6.5 The user is obliged to let independent auditors perform audits as well as surveillance audits planned by TYC and to submit all the respective information needed to conduct these audits. The obligations set out in this section do not expire before 18 months after the termination of contract between the user and TYC.

6.6 TYC reserves the right to object in case of contributory negligence. The user therefore has the duty of providing sufficient backup data at the current level of technology.

7 Limitation of Liability - DISCLAIMER

7.1 TYC provides the database, but does neither guarantee the existence of the sustainable product nor the conformity with RED or respective requirements of the EU Member States.

7.2 TYC is not liable for and does not guarantee the accuracy, timeliness or completeness of any data, documents and information entered into the database by the users.

7.3 Liability is not accepted for contractual and non-contractual damage claims of any kind and on any legal ground against TYC, its legal representatives and other persons used to perform its obligations, unless the damages result from intentional or grossly negligent breach of contract. For willful or grossly negligent behavior of our basic vicarious agents, the liability is limited to cases of breach of fundamental contractual obligations. Unless the cause of damage is due to slight negligence, our liability is limited to typical and foreseeable damages resulting from breach of fundamental contractual obligations.

Liability is accepted where TYC fraudulently failed to inform about defects of services or has given a warranty for the condition of the services provided. Liability is further accepted, where damage claims arise from loss of life or injury to body or health, caused by a breach of duty, which TYC, its legal representatives or persons used to perform its obligation is responsible for.

7.4 Mandatory statutory liability, for example the German Product Liability Act remains unaffected by the limitation of liability.

7.5 According to the technical standards, data communication over the internet cannot be guaranteed at all times. TYC does not accept liability where our website cannot be reached at certain times.

8 Duration and termination of contract

8.1 The contract can be terminated by either party at any time upon notice of three month to the end of a calendar month.

8.2 The right to terminate the contract for good cause remains unaffected. A good cause exists, if facts are present on the basis of which the party giving notice cannot reasonably be expected to continue the contractual relationship to the end of the notice period or to the agreed end of the contractual relationship, taking all circumstances of the individual case into account and weighing the interests of both parties to the contract. A good cause is e.g. a user without valid certificate.

8.3 To be valid, notice of termination must be made in writing and must be send by post or by fax.

9 Trademark rights, list of references

9.1 TYC has the right to use the user's name and logo in reference lists and to publish those on the Internet or in print media to present factual information. Any other use is not permitted. Both parties have the right to issue press releases with a short description of the system use.

9.2 The user may only use the TYC logo upon receipt of explicit written agreement by TYC.

9.3 The contents published on the Internet by TYC, including the database software, is under copyright protection. Users are not allowed to copy, alter, and/or distribute the contents further than explicitly stated in an agreement related to the individual use.

10 Confidentiality and protection of privacy

10.1 The personal data submitted by the user will only be used by TYC to fulfill the contractual agreements and for the purposes set out in this section. It will be recorded and processed according to the applicable laws and regulations and these Terms of Use.

10.2 TYC has the right to inform interested third-party-inquirers about users by means of a contact address of the user (e-mail address) only when the interested third-party can show good reason for contacting the user.

10.3 We will not circulate your personal data provided to us, including your e-mail address and postal address to any third person without your express and at all times revocable consent, excluding the purposes set out in sec. 6.5, 9.1 and 10.2.

10.4 Data provided by the user is secured from entry on our website onward with SSL 128.

10.5 Users are aware that in the Beta phase of the TYC database it might happen, that user data can be viewed by other users.

10.6 Cookies

We make use of cookies on several instances of our website. Cookies fulfil the purpose to create a more customer-friendly, more effective and more secure internet-platform. Cookies consist of small text-files, which are saved on your computer by your browser. Most of the cookies utilized by us are so-called 'Session-Cookies'. They are deleted automatically at the end of your visit of our website. Cookies will not harm your computer and do not carry any viruses. We do not collect personal data through cookies, which means that your privacy is not violated. Most browsers accept cookies automatically. You can go to your security presets of your browser to allow or forbid the acceptance of both temporary and saved cookies. In general, you will have the option to configure your browser in that way, that it will decline cookies and informs you when a cookie is accepted. For more information, please refer to the user's manual of your browser.

If you deactivate cookies, some features of our website might not be available to you. Some websites might not be shown properly.

10.7 You have the right to contact us to find out what personal data is held about you. If it is incorrect, incomplete or irrelevant you can request that the data is corrected or deleted. You may withdraw your consent to us using your personal data whenever you like. You can contact us by e-mail to info@trace-your-claim.com or by mail or fax to the following address: Trace Your Claim GmbH, Weissenburgstr. 53, D-50670 Cologne, Germany, Fax: +49 221 9415863.

11 Final provisions; Severability Clause

11.1 All contractual relations between the user and TYC are governed by the laws applicable in the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) are hereby excluded.

11.2 The place of fulfilment and jurisdiction, including international jurisdiction, for all disputes arising from the contractual relations to TYC will be Cologne, Germany, unless by German law another place of jurisdiction is mandatory. The same applies where the customer does not have a legal domicile in Germany or in another Member State of the EU.

11.3 Should any part of the Terms be disallowed or found to be ineffective by any court or regulator, this shall not affect the validity of the other clauses. The invalid clause shall be replaced by statutory law.