

General Terms and Conditions of ASG Cert GmbH

as of 2026

1. Scope of Application

1.1 These General AGB Terms and Conditions (GTC) apply to all certification services provided by ASG Cert GmbH (hereinafter referred to as the "Certification Body").

1.2 They form an integral part of all certification agreements between the Certification Body and the client (hereinafter referred to as the "Applicant").

1.3 Any deviating or conflicting terms of the Applicant shall only apply if expressly accepted in writing by the Certification Body.

2. Subject of the Contract

2.1 The subject of the contract is the provision of certification services in accordance with:

- ISO/IEC 17065
- applicable legal and regulatory requirements (e.g. BioSt-NachV, BioKraft-NachV, 37th BImSchV)
- the current requirements of applicable certification schemes (e.g. ISCC, REDcert)

2.2 The Certification Body acts independently and impartially and does not provide consulting services that could compromise its impartiality.

2.3 The Certification Body does not guarantee the granting of certification. Certification is granted solely based on the outcome of an independent evaluation process.

3. Obligations of the Applicant

The Applicant shall in particular:

3.1 Provide all necessary information completely and truthfully

3.2 Grant access to relevant facilities, documentation, and personnel

3.3 Comply with all requirements of the applicable certification scheme

3.4 Inform the Certification Body without delay of any changes that may affect certification (e.g. processes, ownership, products)

4. Certification Process

4.1 The certification process includes in particular:

- application
- evaluation (audit)
- certification decision
- issuance, maintenance, suspension, or withdrawal of certification

4.2 Certification decisions shall be made independently by authorized personnel who have not been involved in the evaluation process.

5. Use of Certificates and Marks

5.1 The Applicant is entitled to use the certificate only within the certified scope.

5.2 Any misleading or unauthorized use is prohibited.

5.3 In the event of suspension, restriction, or withdrawal of certification, the use of the certificate and all related marks shall cease immediately.

5.4 The use of accreditation marks and certification scheme logos shall comply with the applicable rules of the respective scheme owners and accreditation bodies.

6. Suspension, Restriction, and Withdrawal

6.1 The Certification Body is entitled to suspend, restrict, or withdraw certification if:

- requirements are not fulfilled
- contractual obligations are breached
- the certificate is used improperly

6.2 Decisions shall be made in accordance with the Certification Body's documented procedures.

ASG Cert GmbH

Commercial Register Munich HRB 306207

Managing Director: Pedro F. Pitzinger

VAT ID No.: DE284477131

Contact: mail@asg-cert.com

7. Complaints and Appeals

7.1 A clear distinction is made between:

- Complaints: concerning the conduct or processes of the Certification Body
- Appeals: against certification decisions

7.2 Complaints may be submitted at any time.

7.3 Appeals must be submitted within 30 days of notification of the decision.

7.4 Complaints and appeals shall be handled independently, impartially, and documented accordingly.

8. Confidentiality

8.1 The Certification Body shall treat all information obtained during certification activities as confidential.

8.2 Exceptions apply where disclosure is required by:

- legal obligations
- authorities (e.g. BLE, UBA)
- certification schemes (e.g. ISCC, REDcert)
- accreditation bodies (e.g. DAkkS)

8.3 The Applicant shall be informed of such disclosures unless prohibited by law.

9. Impartiality and Independence

9.1 The Certification Body is committed to ensuring impartiality in all certification activities.

9.2 Potential conflicts of interest shall be identified, analyzed, and mitigated.

9.3 The Certification Body shall not provide consulting services that could compromise its independence.

10. Subcontracting

10.1 The Certification Body may subcontract certain activities to qualified third parties.

10.2 The Certification Body retains full responsibility for certification decisions.

11. Liability

11.1 The Certification Body shall only be liable for damages in cases of intent or gross negligence.

11.2 Liability shall be limited to foreseeable and typical contractual damages, to the extent legally permissible.

11.3 The Certification Body shall not be liable for business decisions made by the Applicant based on certification results.

12. Fees and Payment Terms

12.1 Fees shall be based on the offer and/or individual agreement.

12.2 The Certification Body may require payment prior to issuing certificates.

12.3 Additional costs (e.g. travel, extra audit time) may be charged separately.

13. Duration and Termination

13.1 The contract may be terminated by either party with reasonable notice.

13.2 Obligations arising prior to termination remain unaffected.

14. Amendments

14.1 The Certification Body reserves the right to amend these GTC.

14.2 The Applicant shall be notified of any changes in due time.

15. Governing Law and Jurisdiction

15.1 The law of the Federal Republic of Germany shall apply.

15.2 The place of jurisdiction is Munich.

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