



GENERAL TERMS AND CONDITIONS

and special conditions for testing of the environmental information (e.g. in the form of EPDs) of the contracting party, hereinafter referred to as the "applicant", in accordance with the regulated systems, standards or programmes by the testing body IBU Verify GmbH, hereinafter referred to as "IBU Verify".

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1. Scope of application

1.1. Validity

These terms and conditions apply to contracts concluded between IBU Verify and its applicants, unless otherwise agreed in writing or prescribed by law.

The verification of environmental information can be requested from IBU Verify by the applicant within the framework of the systems or programmes operated by IBU Verify.

The verification is subject to the standards and conformity programmes published on the IBU Verify website (www.ibu-verify.com) and the current version of the relevant PCR instructions.

1.2. Terminology

The following text specifies

- conformity assessments, verification, validation as "tests",
- validators, verifiers as "testers",
- assessment reports as "conformity test reports",
- validation/verification statement as "test statement".

2. Testing

2.1 Testing area and testing procedure

IBU Verify checks the documentation reports prepared by the applicant for conformity with agreed requirements, including the effectiveness of the measures introduced. The applicant receives a test statement (incl. conformity test report) if the test is successful, e.g. in the form of an EPD. IBU Verify is independent, neutral and objective in the provision of its services. The

requirements, assessment and decision on the test statement relate exclusively to its scope.

Unless otherwise agreed or prescribed by regulations, the reports are tested at the place where IBU Verify provides the service. The nature, scope and date of the proceedings shall be agreed separately by the parties. If a test reveals deviations from the requirements that do not justify a positive test statement, the corrective measures must be demonstrably implemented by the applicant within the period specified by the underlying standard or an appropriate, agreed period before a positive test statement (e.g. in the form of an EPD) can be issued.

2.2. Changes within the testing procedure

If IBU Verify plans to make changes that affect the testing procedure, IBU Verify will inform customers of this, e.g. by publishing them on the website.

3. Selection of testers

IBU Verify is responsible for the selection and number of testers to be used. It appoints the testers and will provide the applicant with proof of qualification on request. IBU Verify undertakes to use only testers who are suitable for the assignment on the basis of their qualifications, experience and personal skills. They are trained in the required set(s) of regulations, have appropriate experience in the described field of activity and testing as well as testing and management experience. In the event that a tester becomes unavailable immediately before or during the test, IBU Verify will



appoint a replacement tester or both parties will agree on how to proceed.

4. Rights and obligations of IBU Verify

4.1 Confidentiality and data protection

IBU Verify undertakes to treat all sensitive information made available to it by the applicant as confidential and to utilise it only for the agreed purpose, unless IBU Verify is obliged or required to disclose such information.

Documents provided will not be passed on to unauthorised third parties. In the event of a legal or judicial necessity to disclose the data to third parties, IBU Verify shall inform the applicant accordingly.

The applicant may release IBU Verify from its confidentiality obligation. IBU Verify retains records from the tests for at least ten years from the date of the test. This obligation shall continue to apply after termination of the contractual relationship.

4.2 Impartiality

Ensuring impartiality is a central aspect of IBU Verify.

The task of IBU Verify is to carefully examine assignments and always exclude the possibility that the independence and impartiality of the testing centre could be violated in the execution of an assignment. This includes not selecting testers for the tests and personnel who, to the knowledge of IBU Verify, have a business relationship with the customer or have had such a relationship within the last three years, or who do not act independently. The applicant is obliged to inform IBU Verify if a tester has had or currently has a business relationship or dependency with the applicant.

If a threat to impartiality is identified, its effect shall be eliminated or minimised so that impartiality is not impaired.

Where both validation and verification activities are performed for the same client, the testing organisation will consider the potential threat to its impartiality (e.g. self-

assessment and familiarity) and manage the risk accordingly.

IBU Verify's decisions are based on objective evidence obtained during the testing process and are not influenced by other interested parties.

4.3 Accreditation and authorisation

As part of its application for accreditation, IBU Verify is obliged to allow employees or agents of accreditation bodies to participate in tests. It grants them access to its own documents and to customer-related data, insofar as this is necessary for accreditation procedures. These employees are bound to secrecy. Insofar as individual regulations expressly require it, customer-related data and test results are passed on to these bodies. If the applicant objects to this disclosure, it may not be possible to carry out a test or it may have to be withdrawn.

4.4 Liability

IBU Verify is only liable for intent and gross negligence; this also applies to vicarious agents and assistants. Sentence 1 does not apply to/for

- (i) breach of material contractual obligations (those whose fulfilment characterises the contract and on which the customer may rely),
- (ii) injury to life, body and health,
- (iii) the assumption of a guarantee for the quality or existence of a service outcome or the assumption of a procurement risk in accordance with Section 276 of the German Civil Code (BGB),
- (iv) legally binding and relevant liability provisions, in particular under the Product Liability Act. In all other respects, liability for vicarious agents arising from wilfully damaging actions is excluded.

IBU Verify accepts no liability for any personnel provided by the applicant to assist IBU Verify in the course of testing or



consulting, unless the personnel provided are expressly employed as an agent of IBU Verify.

IBU Verify is also not liable for third parties commissioned externally by the applicant who compile the documents for the conformity test for the applicant, advise the applicant or provide other services for the applicant.

Insofar as IBU Verify is not liable for provided personnel and third parties in accordance with the preceding sentences 4 and 5, the applicant shall indemnify IBU Verify against any third-party claims. The limitation period for claims for damages shall be governed by the statutory provisions.

4.5 Arrangements for appointments

IBU Verify and the applicant arrange the necessary appointments as far in advance as possible – as early as when the project is registered. The applicant is obliged to meet agreed deadlines. If an agreed appointment cannot be kept for reasons attributable to the applicant, IBU Verify may charge for the costs incurred in preparing for the appointment. If the appointment is cancelled immediately before the test is due to take place, IBU Verify may charge the applicant for the costs incurred as a result of the cancellation, e.g. for testers, expenses and outlay. The IBU Verify fee schedule sets out the corresponding scale of costs. The applicant may provide evidence that IBU Verify has suffered less damage.

5. Rights and obligations of the applicant

The applicant must demonstrate to IBU Verify that it fulfils all requirements of the underlying standard, programme or norm and the use of conformity marks, including the implementation of corresponding changes if these are communicated by the testing body.

In order to ensure conformity during the period of validity, the applicant must carry out and document all necessary measures.

5.2. Duty to inform and cooperate

The applicant shall ensure that IBU Verify is provided with all information necessary for the fulfilment of the order and that the required premises are accessible. It shall oblige its authorised representatives and employees appointed by it to provide the testers punctually with truthful and complete information on all transactions that may be of significance for the test. As part of the test, all records of complaints and their corrective measures must be submitted to IBU Verify on request. This also includes complaints relating to the test requirements.

The duty to inform and cooperate relates exclusively to the scope of the test, which is recorded in writing in advance in the application for the test.

5.3 Notification of changes

The applicant is obliged to inform IBU Verify immediately of any changes that could have an impact on the scope of the test. This refers in particular, but not conclusively, to the purchase/sale of parts of property or changes of ownership. In consultation with the applicant, IBU Verify will examine how the testing can be upheld in such cases. IBU Verify shall inform the applicant in writing of the decision and the further procedure for upholding the testing.

5.4 Confidentiality and data protection

The applicant is authorised to pass on the test statement or EPD or reports as information only in their entirety (complete). The disclosure of extracts is not permitted.

Conformity information may be required by buyers, purchasers or other interested parties such as insurance companies, investors, supervisory/regulatory authorities or government bodies.



The documents (and any marks) provided to the applicant by IBU Verify are protected by copyright. The applicant expressly recognises that all documents provided to it by IBU Verify or made available for inspection remain the property and/or copyright of IBU Verify and undertakes to use them only internally, not to make them accessible to third parties and not to use them for purposes other than those agreed or specified in sentence 1. Likewise, the test statement may not be used in a way that brings IBU Verify and the programmes used into disrepute or discredit and no statements may be made to third parties that could be misleading.

The applicant is obliged to treat as confidential the information and knowledge about the affairs of IBU Verify, its testers and employees made available to the applicant under this agreement. This obligation remains in force beyond the end of the agreement. The applicant shall obligate its vicarious agents accordingly.

5.5 Independence of the tests

The applicant is obliged to refrain from any actions that could compromise the independence of the IBU Verify testers and employees. In the event of a breach of this obligation, IBU Verify is authorised to take measures in accordance with Section 7.5.

6. Services, prices and terms of payment

The applicant recognises the terms and conditions and prices of IBU Verify in the currently valid version, unless otherwise contractually agreed. The service is usually invoiced after the service has been provided. All prices are subject to value added tax. IBU Verify is authorised to charge reasonable advance payments and to make the provision of services dependent on the payment of the advance payment.

Invoices are due for payment without deduction upon receipt. Discounts are not granted. Payments must be made to the IBU Verify bank account specified on the invoice, stating the invoice number and order number. In the event of default of payment, IBU Verify is entitled to demand the statutory default interest as specified in Section 288 paragraph 2 of the German Civil Code (BGB).

7. Test statement and conformity marks (symbols)

7.1 Issuance and use

If all verification requirements and contractual obligations are met, IBU Verify is obliged to issue a test statement (e.g. an EPD) and to issue this to the applicant as an (EPD) certificate or to publish an EPD. This is based on the testers' assessment contained in the test report. The test decision is the sole responsibility of the test centre and may not be passed on to third parties. This is based on the tester's assessment contained in the test report.

The test statement, e.g. the EPD and the test symbol, may be used for advertising purposes as part of the applicant's business activities. Use is limited to the scope and validity period of the test statement. IBU Verify is obliged to ensure correct use within the scope of its capabilities.

The statements and symbols may not be transferred to legal successors or other organisations. After suspension, withdrawal or cancellation of a test statement, the applicant must cease all advertising with the test statement. The applicant undertakes to return the statement after withdrawal or cancellation. A right of retention is excluded. Reproductions and changes to the statement may only be made by persons authorised to do so by the test centre.

7.2 Upholding of the test statement

Depending on the respective standard, programme or norm, retesting is necessary to



maintain the validity of the test statement. During retesting, at least the essential requirements of the underlying standard or norm and the implementation and effectiveness of corrective measures pertaining to the deviations from the previous tests are checked. The retesting is not made dependent on the number of statements already issued.

In addition, the proper use of the statement and EPD as well as the symbol (and, if applicable, the IBU symbol) is assessed. The applicant shall receive a written report after each (re)test.

7.3 Extension and limitation of the scope of the test

The applicant may submit a written request to IBU Verify to extend the scope of its test. The possibility of extending or restricting the scope of a test must always be examined in detail by IBU Verify. If the possibility exists on the part of IBU Verify, appropriate procedures and measures must be initiated to justify this decision. This may mean that certain points of the test have to be checked again by IBU Verify. This test must then be authorised by the applicant.

7.4 Non-issuance of the test statement

IBU Verify can only issue a test statement if the requirements for this are met after the conformity test. If the applicant does not provide proof of fulfilment of the requirements, the application must be rejected.

In the event of non-compliance, the tester documents the deficiencies in the test report and announces the conditions that must be fulfilled in order to issue a test statement. Deviations must be rectified or conditions fulfilled within the period stipulated in the contract or in the programmes. If necessary, IBU Verify will repeat the test in whole or in part. The costs for this will be charged according to the valid price list. If the deficiencies have not been remedied within the defined period or if the

requirements for the granting of a test statement are not met even after a retest, the test procedure is concluded and settled by means of a report without a test statement. The applicant is free to submit a new application for testing.

7.5 Suspension, withdrawal and cancellation of the test statement

a) Suspension:

IBU Verify is authorised to temporarily suspend the issued test statement if the applicant breaches its contractual or financial obligations towards IBU Verify, in particular if

- the applicant cannot provide proof that improvement measures identified by the test have been implemented within the agreed period,
- the appointments proposed by IBU Verify for upholding the test were not kept,
- IBU Verify was not informed in good time of planned changes that affect conformity with the regulations on which the test is based,
- an audit statement or symbol has been used in a misleading manner
- the applicant fails to settle claims and payments despite reminders.

IBU Verify initially announces a possible suspension in writing. If the reasons for the suspension are not remedied within the period prescribed by the test centre, IBU Verify shall inform the applicant in writing of the suspension of the test statement and state its reasons and the measures necessary to reinstate the test. The suspension of the test statement is limited in time (usually a maximum of 60 days, unless otherwise defined in the underlying regulations). If the applicant proves that the required measures have been implemented within the specified period, the suspension of the test statement is withdrawn.

b) Withdrawal:



IBU Verify is authorised to withdraw a test statement for the future after written notification if

- the deadline for the test has expired,
- the conformity of the test area with the underlying programmes is not guaranteed,
- the applicant continues to advertise with the test statement after the test statement has been suspended,
- the applicant uses its test statement in a way that brings the test centre and the programmes into disrepute or discredit,
- the conditions that led to the issuance of the test statement are no longer met or the applicant is not prepared to remedy deviations,
- the applicant effectively terminates the contractual relationship with IBU Verify,
- the applicant does not fulfil its payment obligations despite a reminder,
- the applicant breaches Section 5.5. Sentence 1,
- the applicant objects pursuant to Section 4.3. Sentence 4.

IBU Verify is authorised to announce the withdrawal in an appropriate manner, including publicly, e.g. on the Internet.

c) Cancellation:

IBU Verify is entitled to cancel or retroactively declare a test invalid if it subsequently transpires that the

- requirements necessary for granting the test were not met,
- the applicant has unduly interfered with the testing procedure in such a way that the neutrality, objectivity, impartiality or independence of the test result is called into question,
- there are other important reasons or facts that prevent the test from being granted.

IBU Verify is authorised to announce the cancellation in an appropriate manner, including publicly, e.g. on the Internet.

7.6. Testing procedure

The test will expire at the end of the respective period of validity if the applicant has not applied to uphold it.

8. Appeals, complaints and disputes

Every applicant has the right to appeal or lodge a complaint against a decision in the event of a disagreement with testers or IBU Verify. These can be submitted verbally or in writing to IBU Verify.

The decision on the appeal or the resolution of the complaint is made or assessed and approved by persons who were not involved in the test decision that is the subject of the appeal or complaint in question. The applicant will be notified of the decision in writing. If no agreement is reached, a court decision can be requested.

IBU Verify will document the entire process, from receipt and confirmation of validity to investigation of the complaint/appeal, through to the decision and notification of the decision.

9. Duration and termination

The agreement is concluded for a contractually agreed period when the application is submitted. Unless otherwise contractually agreed, the applicant may terminate the contract without stating specific reasons by giving two weeks' notice. In the event of termination by the applicant, IBU Verify reserves the right to charge for the services already provided. IBU Verify may only terminate the applicant's contract for good cause, in particular in the event of violations of Sections 5, 6 and 7.

10. Copyrights

All copyrights and joint copyrights to the test reports, test statements, calculations,



illustrations, etc. prepared by IBU Verify remain with IBU Verify.

The applicant may only use test reports, test statements, calculations, illustrations, etc. produced within the scope of the order for the purpose and duration for which they were intended in accordance with the agreement.

11. Place of jurisdiction

The place of jurisdiction is Berlin. German law applies.

12. Deviating agreements

Any deviating agreements or subsidiary agreements must be made in writing. Should individual provisions of the contractual agreements – including the terms and conditions – be invalid, this shall not affect the validity of the remaining provisions. The parties shall immediately replace the ineffective provisions with provisions that come as close as possible to the meaning of the ineffective provisions.

13. Additional conditions

In addition to the above conditions, individual regulations are subject to the specific requirements of the currently valid version, including any supplementary interpretations.

14. Amendment clause

IBU Verify is authorised to amend these provisions (GTCs) in part or in full for the future. The applicant will be informed of any changes in writing at least six weeks before they are made. If the applicant does not object to the amendment(s), they shall be deemed approved. If the applicant objects to the amendment(s), the parties shall seek a solution by mutual agreement. If this does not materialise four weeks after the objection, IBU Verify is entitled to terminate the contract concluded between the parties.

In such cases, the test is terminated. A test statement that has already been issued

remains valid until the end of its validity period.