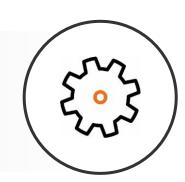


The world-leading Wood pellet certification

ENplus® Procedural Document

Issuance of permissions for the use of the ENplus® trademarks



ENplus® PD 2003:2022, first edition

Valid globally

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For countries outside Germany, the only official version of this document is in English. Translations of this document can be provided by EPC/ Bioenergy Europe or a National Licenser/ National Promoting Association. In case of any doubt, the English version prevails.

For Germany, the only official version of this document to be used in Germany is in German.

Foreword

The European Pellet Council (EPC), founded in 2010 and a network of Bioenergy Europe AISBL, is an umbrella organisation that represents the interests of the European wood pellet sector. Its members are national pellet-, or pellet-related associations from numerous countries in and outside of Europe. The EPC provides a platform for the pellet sector to discuss issues that must be managed in the transition from a niche product to a major energy commodity. These issues include standardisation and certification of pellet quality, safety, security of supply, education and training, and pellet quality measuring devices.

Deutsches Pelletinstitut GmbH (German Pellet Institute) (**DEPI**) was founded in 2008 as a subsidiary of Deutscher Energieholz- und Pellet-Verband e. V. (German Wood Fuel and Pellet Association) (DEPV), and provides a communication platform and competence centre for topics related to heating with wood pellets. In 2010, **DEPI** created, in cooperation with German Biomass Research Center Leipzig (DBFZ) and proPellets Austria, the ENplus® scheme. In 2011, the trademark rights for all countries, except Germany, transferred to the EPC.

Today, the EPC is the governing body for the ENplus[®] quality certification scheme for all countries except Germany, which is governed by **DEPI**.

This document comes into force on 1 January 2023.

Contents

Foreword	
Introduction5	
1. Scope	
2. Normative references	
3. Terms and Definitions	
4. Issuance of the licenses for the use of ENplus® trademarks	
 4.1 Conditions for the issuance of the ENplus® trademark license	
5. Approval of the ENplus® bag design:15	
 5.1 Conditions for approval the ENplus® bag design	
6. Permissions to uncertified traders of bagged pellets to use the ENplus® trademarks 16	
 6.1 Conditions for permission issuance	
7. Complaints and appeals relating to the issuance of the ENplus® permissions for the use of the ENplus® trademarks	
Annex A. Structure of the ENplus® ID and the bag design approval number	

Introduction

The key objective of the ENplus[®] scheme is to manage an ambitious certification scheme that thrives for consistent, high quality wood pellets. The **ENplus[®] logo** allows pellet quality to be communicated to customers and consumers in a transparent and verifiable way.

Wood pellets are a renewable fuel produced primarily from sawmill 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. Due to this, quality management is a necessity and should cover the entirety of the supply chain, from the choice of raw material to the final delivery to the end-user.

The ENplus® scheme covers technical properties of pellets, quality management related to the properties of the pellets, and customer satisfaction within the entire supply chain, from pellet production to end use.

The ENplus® scheme is primarily focused on the domestic and commercial heating sector, but the ENplus® certification is also available to all other actors within the pellet industry.

The **ENplus® trademarks** and related labels provide information relating to the quality of certified pellets. This allows **companies** to communicate the quality aspects of the scheme and encourages purchasers to use this information in choosing products that consistently satisfy their quality expectations.

The current version of **ENplus® documentation** is available on the **official ENplus® website** (www.enplus-pellets.eu).

The term 'shall' is used throughout this document to indicate those provisions that are mandatory. The term 'should' is used to indicate those provisions which, although not mandatory, are expected to be adopted and implemented. The term 'may' is used throughout this document to indicate those permission(s) expressed within this document. The term 'can' refers to both the ability of a user or to a possibility open to the user as stated within this document.

The terms written in bold characters are defined in the chapter 3. Terms and Definitions.

1. Scope

1.1 This document sets out the rules for the issuance of the following permissions for use of the ENplus® trademarks by ENplus® International Management or the ENplus® National Licensers to entities located outside Germany:

a) ENplus® trademark licenses for the use of the ENplus® trademarks;

b) Approval of the ENplus® bag designs;

c) Approval of the permission for **traders** of **bagged pellets** without the ENplus® certification.

NOTE: Entities located in Germany shall apply for the EN*plus®* trademark license to **DEPI**, which operates as the EN*plus®* scheme governing body in Germany.

1.2 ENplus® International Management shall be responsible for issuance of the ENplus® trademark permissions in all countries except Germany and countries with **ENplus® National Licensers**. **ENplus® National Licensers** shall be responsible for issuance of the ENplus® trademark permissions in their respective countries.

NOTE: Contact details of **ENplus® International Management** and a list of relevant **ENplus® National Licensers** are available on the official ENplus® website (www.enplus-pellets.eu).

1.3 In case of a **multisite company**, the EN*plus®* trademark permissions are always issued to the central office for the entire **multisite company**, including its sites.

In case of a cross-country **multisite company**, the relevant **ENplus® scheme management** that is responsible for the issuance of the ENplus® trademark permissions is the **ENplus® scheme management** of the country where the central office of the **multi-site company** is located.

1.4 This document is based on the **standard** ENplus® ST 1003 and ensures legally compliant use in accordance with ENplus® ST 1003.

2. Normative references

The following referenced documents are essential to the application of this document as defined in its specific requirements. For dated references, only the relevant edition applies. For undated references, the latest edition of the referenced document (including any amendment) applies.

ENplus® ST 1001, ENplus® wood pellets – Requirements for companies

ENplus® ST 1002, Requirements for certification and testing bodies operating the ENplus® certification

ENplus® ST 1003, Usage of the ENplus® trademarks – Requirements

ENplus® PD 2002, Complaints and appeals procedures

ENplus® PD 2006, Fees in the ENplus® certification scheme

ISO 3166-1alpha-2, Codes for the representation of names of countries and their subdivisions

3. Terms and Definitions

3.1 appeal

A written request by any person or organisation (the appellant) for reconsideration of any decision affecting the appellant made by the **ENplus®** scheme management where the appellant considers such decisions have been taken in breach of the ENplus® requirements or procedures.

NOTE: Such adverse decisions may include:

- a) rejection of an application for usage of the ENplus® trademarks;
- b) refusal of an application for the ENplus® listing of certification and testing bodies.

3.2 bag design approval number

A unique alfa-numerical code issued by the relevant **ENplus® scheme management** to the **bag design owner** for each approved bag design.

3.3 bag design owner

The company permitted by the ENplus® scheme management to use the bag design.

NOTE: The **ENplus®** ID of the **bag design owner** is displayed in the bag design.

3.4 bagged pellets

Pellets in a packaging unit that protect the pellets from quality degradation with a filling weight between 5 kg and 50 kg.

- NOTE 1: A plastic bag is a typical example of a packaging unit for **bagged pellets**.
- NOTE 2: Requirements for usage of the ENplus® bag design are defined in ENplus® ST 1003.

3.5 big bag

A flexible intermediate bulk container (FIBC) made of flexible fabric that is designed for storing and transporting **bulk pellets** with a typical capacity of 1,500L. A delivery of pellets in **big bags** is considered a delivery of **bulk pellets**.

NOTE 1: A **big bag** can be sealed or unsealed.

NOTE 2: Delivery of pellets in **big bags** is considered as a **large-scale delivery**.

3.6 bulk pellets

Pellets other than **bagged pellets** produced, stored, handled, or transported loose.

NOTE: Bulk pellets also include pellets in big bags.

3.7 company

An entity that implements the requirements of ENplus® ST 1001.

3.8 complaint

A written expression of dissatisfaction (other than **appeal**) by any person or organisation which relates to the activities of the **ENplus® scheme management**, the **ENplus® certification bodies**, **ENplus® testing bodies**, and/or the ENplus® certified **company**.

3.9 consensus

General agreement characterised by the absence of sustained opposition to substantial issues by any important part of the concerned interest and by a process that involves seeking to take into account the views of all parties concerned and to reconcile any conflicting arguments.

NOTE: A consensus need not imply unanimity [ISO/IEC Guide 2].

3.10 DEPI

DEPI (Deutsches Pelletinstitut GmbH) is ENplus® governing body for Germany, certification body responsible for all certification activities within Germany and acts as inspection body within Germany.

3.11 ENplus® certification body

A body that is recognised to perform certification within the ENplus® certification scheme.

3.12 ENplus® certification seal

A distinctive graphic consisting of the **ENplus® logo** and unique **ENplus® ID**.

NOTE: The use of the **ENplus® certification seal** is described in ENplus® ST 1003.

3.13 ENplus® documentation

Documents that include requirements, guidance, and procedures of the ENplus® scheme.

NOTE: The **ENplus® documentation** structure is shown in ENplus® PD 2001, Annex A and includes ENplus® **standards**, ENplus® guidance documents and ENplus® procedural documents.

3.14 ENplus® ID

Unique alfa-numerical code issued by the relevant **ENplus® scheme management** to every ENplus® certified **company**.

NOTE: The use of the **ENplus® ID** is described in ENplus® ST 1003.

3.15 ENplus® International Management

Bioenergy Europe AISBL represented by the European Pellet Council (EPC), is the governing body of the ENplus® certification scheme with overall responsibility for the management of the ENplus® scheme outside Germany.

3.16 ENplus® logo

A distinctive graphic design that is a registered trademarks and that is also part of the **ENplus®** certification seal, **ENplus®** quality seal and of the **ENplus®** service sign along with the **ENplus®** ID.

NOTE: The use of the **ENplus® logo** is described in ENplus® ST 1003.

3.17 ENplus® National Licenser

A governing body of the ENplus[®] certification scheme appointed by **ENplus[®] International Management** to manage the ENplus[®] scheme within a specific country.

NOTE: Contact details for **ENplus® National Licensers** are available by country on the **official ENplus®** website.

3.18 ENplus® quality class logo

A distinctive graphic referring to the ENplus® quality classes.

NOTE: The use of the **ENplus® quality class logo** is described in ENplus® ST 1003.

3.19 ENplus® quality seal

A distinctive graphic referring to the ENplus® quality classes consisting of the ENplus® logo, ENplus® quality class logo and unique ENplus® ID.

NOTE: The use of the **ENplus®** quality seal is described in ENplus® ST 1003.

3.20 ENplus® scheme management

A governing body of the ENplus[®] certification scheme that is either **ENplus[®] International Management**, an **ENplus[®] National Licenser**, or **DEPI** operating within their respective regions.

NOTE: Contact details for the **ENplus® scheme management** are available by country on the **official ENplus® website**.

3.21 ENplus® service sign

A distinctive graphic issued by the relevant **ENplus® scheme management** to every ENplus® certified **service provider** that includes the ENplus® **service provider** logo and the **ENplus® ID**.

NOTE: The use of the **ENplus® service sign** is described in ENplus® ST 1003.

3.22 ENplus® testing body

A body that is recognised to perform testing within the ENplus® certification scheme.

[source: modified from ISO 17020]

3.23 ENplus® trademarks

ENplus[®] copyright and trademark protected material (ENplus[®] figurative marks and wordmarks) that refers to the quality of pellets according to the ENplus[®] certification scheme.

3.24 large-scale delivery

A delivery of **bulk pellets** to a customer other than the **small-scale delivery**.

NOTE: Examples of **large-scale delivery**: a delivery of a complete truck load to one end-user above 20 tonnes, a delivery to a **trader**, a delivery by trains or vessels, a delivery of **big bags**.

3.25 multisite company

An organisation which is identified in having a central function relating to pellet production or trade (normally and hereafter referred to as a 'central office'). Here certain activities relating to quality management are planned, controlled, and managed within a network of local offices or branches (sites) at which such activities are fully or partially carried out.

NOTE 1: Typical cases of a **multisite company** are:

- a) a **producer** with a network of production sites, storage sites, delivery trucks, and/or sales offices that are a part of a single legal entity or are separate legal entities but with the managerial control by the legal entity of the **producer**;
- b) a **trader** with a network of other **traders** with or without delivery trucks, storage sites, or/and sales organisations that are a part of a single legal entity or are separate legal entities but with the managerial control by the legal entity of the certified **trader**;
- c) a **company** outsourcing activities to a **service provider** without a valid ENplus® certification.
- NOTE 2: Eligibility criteria applicable to a **multisite company** are defined in ENplus® ST 1001, chapter 4.

3.26 official ENplus® website

The official website of the EN*plus®* scheme managed by the **EN***plus®* **International Management** (www.enplus-pellets.eu) for all countries except Germany and by **DEPI** (www.enplus-pellets.de) for Germany.

3.27 producer

A **company** producing wood pellets.

NOTE: A **producer** trading its own pellets through **large-scale delivery** is not considered a **trader**. A **producer** is considered a **trader** where its trading activities include **small-scale delivery**, or trades pellets procured from other **companies**.

3.28 service provider

A company offering the following services without having ownership over the pellets.

- a) bagging of pellets;
- b) small-scale delivery of pellets;
- c) storage of **bulk pellets** in a facility from which the pellets are delivered to the end-users.

NOTE: The **producer** or **trader** can also become a **service provider** for another **company** where they do not have ownership over the pellets and conduct activities defined above.

3.29 small-scale delivery

A delivery of **bulk pellets** to an end-user that does not exceed 20 tonnes. This excludes deliveries of pellets in **big bags** and **vending machines**.

NOTE: A typical example of a **small-scale delivery** is a delivery of pellets to more end-users (households) along a single route (multi-drop).

3.30 standard

A document established by **consensus** and approved by a recognised body that provides, for common and repeated use, rules, guidelines or characteristics for activities or their results, aimed at the achievement of the optimum degree or order in a given context.

NOTE: **Standards** should be based on the consolidated results of science, technology, and experience, and aimed at the promotion of optimum benefits [ISO/IEC Guide 2].

3.31 suspension of the certificate

Temporary invalidation of the statement of conformity for all, or part of the specified **certification scope**.

3.32 trader

A company trading wood pellets. It can include the storage and / or delivery of pellets.

NOTE: The term "**trader**" also covers the term "**producer**" where the **producer**'s trading activities include **small-scale delivery** or trades pellets procured from other **companies**.

3.33 vending machine

A self-service machine for the supply of small-scale quantities of **bulk pellets** to end-users.

NOTE: Self-service machines for the collection of pellets by **traders**, **service providers** or subcontractors are no **vending machines** in terms of this **standard**.

3.34 withdrawal of the certificate

Revocation / cancellation of the certificate.

[source: modified from ISO 17000]

4. Issuance of the licenses for the use of ENplus® trademarks

4.1 Conditions for the issuance of the ENplus® trademark license

- 4.1.1 An entity applying for the ENplus[®] license shall:
- a) be a legal entity;
- b) be registered on the ENplus® Certification Platform;
- c) agree that **ENplus® International Management** / the **ENplus® National Licenser** collects the entity's identification and other information, and makes it publicly available as specified by the ENplus® certification scheme (ENplus® ST 1001 and ENplus® ST 1003);
- d) sign the ENplus[®] trademark use contract with **ENplus[®] International Management** / the **ENplus[®] National Licenser**;
- e) comply with the requirements of ENplus® ST 1001 and ENplus® ST 1003.

NOTE: The compliance with ENplus® ST 1001 and ENplus® ST 1003 is demonstrated by a conformity report submitted by the **ENplus**® **certification body** and by a valid ENplus® certificate issued by the **ENplus**® **certification body** in compliance with ENplus® ST 1002.

4.2 Procedures for the issuance of the ENplus® trademark licenses

4.2.1 ENplus® International Management / the **ENplus® National Licenser** shall evaluate compliance of the entity applying for an ENplus® trademark license based on the following information that is submitted by an **ENplus® certification body**:

a) the conformity report;

b) the decision taken by the **ENplus® certification body** to issue the ENplus® certification.

4.2.2 Based on the compliance of the conditions for issuance of the ENplus® trademark license (see 4.1), **ENplus® International Management /** the **ENplus® National Licenser** shall prepare the ENplus® trademark usage contract and send it to the applicant **company** for signature together with an invoice for the ENplus® trademark usage fee.

4.2.3 When the contract regarding the usage of the **ENplus® trademarks** is signed by both parties and the ENplus® trademark usage fee is paid, **ENplus® International Management /** the **ENplus® National Licenser** will then send the **company**'s **ENplus® ID** to the **ENplus® certification body** and provide the **company** with the ENplus® trademark usage toolkit.

NOTE: The structure of the **ENplus® ID** is shown in Annex A in this document.

4.2.4 ENplus® International Management / the **ENplus® National Licenser** may assign an **ENplus® ID**, that has been previously used with another cancelled ENplus® trademark license where there is a clear and evident succession between the entities of the original and new ENplus® trademark license.

4.3 ENplus® trademark usage fee

4.3.1 ENplus® International Management shall apply the fee(s) for the ENplus® trademark usage as specified in ENplus® PD 2006.

4.3.2 The **ENplus®** National Licenser shall apply the fee(s) for the *ENplus®* trademark usage that have been specified by the **ENplus®** National Licenser.

4.4 Validity of the ENplus® trademark license

4.4.1 The validity of the ENplus® trademark license is subject to the validity of the ENplus® certification. **Withdrawal**, **suspension**, or the end of the validity of the ENplus® certificate, will result in automatic suspension or termination of the ENplus® trademark license with effect on the same date as the **withdrawal**, **suspension** or the end of the validity of the ENplus® certificate.

4.4.2 Both, **ENplus® International Management /** the **ENplus® National Licenser** and the **company** may terminate the ENplus® trademark license with three-month prior notice by registered letter.

4.4.3 ENplus® International Management / the **ENplus® National Licenser** may suspend the ENplus® trademark license temporarily for a maximum period of three (3) months with immediate effect while a suspicion of contravention of the ENplus® trademark license is being investigated.

4.4.4 ENplus® International Management / the **ENplus® National Licenser** may terminate the ENplus® trademark license with immediate effect if there are reasons to believe that any of the terms of the contract are not being adhered to.

NOTE: Suspension or termination of the ENplus® trademark license results in the suspension or termination of the ENplus® certificate.

5. Approval of the ENplus® bag design:

5.1 Conditions for approval the ENplus® bag design

- 5.1.1 The **bag design owner** shall meet the following conditions:
- a) the **bag design owner** shall be a holder of a valid ENplus[®] certificate; issued by the relevant **ENplus[®] certification body** in compliance with ENplus[®] ST 1002.
- b) the ENplus® bag design shall comply with the requirements of ENplus® ST 1003.

5.2 Procedures for approval of the ENplus[®] bag design

5.2.1 The **bag design owner** shall apply for the approval of the ENplus® bag design to the relevant **ENplus® International Management / the ENplus® National Licenser**, together with a layout of the ENplus® bag design. The ENplus® bag design shall be submitted and approved before usage.

5.2.2 ENplus® International Management / the **ENplus® National Licenser** shall evaluate compliance of the submitted ENplus® bag design as outlined in ENplus® ST 1003.

5.2.3 ENplus® International Management / the **ENplus® National Licenser** may request additional information that is deemed necessary to evaluate the compliance of the submitted ENplus® bag design as required by ENplus® ST 1003.

5.2.4 Based on compliance with the conditions for ENplus[®] bag design (see 5.1), ENplus[®] International Management / the ENplus[®] National Licenser shall provide the bag design owner with a formal approval letter including a bag design approval number. The unique number of the approval shall include the company's ENplus[®] ID number and an additional sequence number.

NOTE: The structure of the **bag design approval number** is shown in Annex A.

5.2.5 **ENplus® International Management** shall make the approved bag design publicly available on its **official ENplus® website** (www.enplus-pellets.eu). For this purpose, the **ENplus® National Licensers** shall provide the data relating to the approved bag designs to **ENplus® International Management** through the EN*plus®* Certification Platform or other means specified by **ENplus® International Management**.

5.3 Validity of the ENplus® bag design

5.3.1 The validity of the approval of the ENplus® bag design is subject to the validity of the ENplus® certification and the ENplus® license. Where necessary, the validity of the ENplus® bag design may be terminated by **ENplus® International Management** or the relevant **ENplus® National Licenser**.

6. Permissions to uncertified traders of bagged pellets to use the ENplus® trademarks

6.1 Conditions for permission issuance

6.1.1 The applicant for permission that is issued in accordance with ENplus® ST 1003, 7.1.2 shall meet the following conditions:

- a) the applicant shall be a **trader** of ENplus® certified **bagged pellets** without the ENplus® certification;
- b) the application shall include description of the use of the **ENplus® trademarks** in compliance with ENplus® ST 1003, 7.1.2;
- c) the application shall include the identification of the supply chain of the **bagged pellets** to which the application applies, to the last ENplus[®] certified **company** in the supply chain.

6.2 Procedures for approval the ENplus® trademarks

6.2.1 The applicant shall apply for the permission to the relevant **ENplus® International Management** / **the ENplus® National Licenser**, together with description of the use of the **ENplus® trademarks** (see 6.1.1 b)) and identification of the supply chain (see 6.1.1 c)).

6.2.2 ENplus® International Management / the **ENplus® National Licenser** shall evaluate compliance of the submitted application with requirements of EN*plus®* ST 1003, 7.1.2.

6.2.3 ENplus® International Management / the **ENplus® National Licenser** may request additional information that is deemed necessary to evaluate the compliance of the submitted application with ENplus® ST 1003, 7.1.2.

6.2.4 Based on compliance with the conditions for ENplus® bag design (see 5.1), **ENplus®** International Management / the **ENplus® National Licenser** shall provide the applicant with a written permission.

6.2.5 **ENplus® International Management** / the **ENplus® National Licenser** record the issued permissions in the ENplus® Certification Platform or by other means specified by **ENplus® International Management**.

6.2.6 **ENplus® International Management** / the **ENplus® National Licenser** may apply fees for the issuance of the permissions.

6.3 Validity of the ENplus® trademarks

6.3.1 The validity of the permission shall be issued for the specific use of the **ENplus® trademarks** outlined in the application. Where necessary, the validity of the permission may be terminated by **ENplus® International Management** or the relevant **ENplus® National Licenser**.

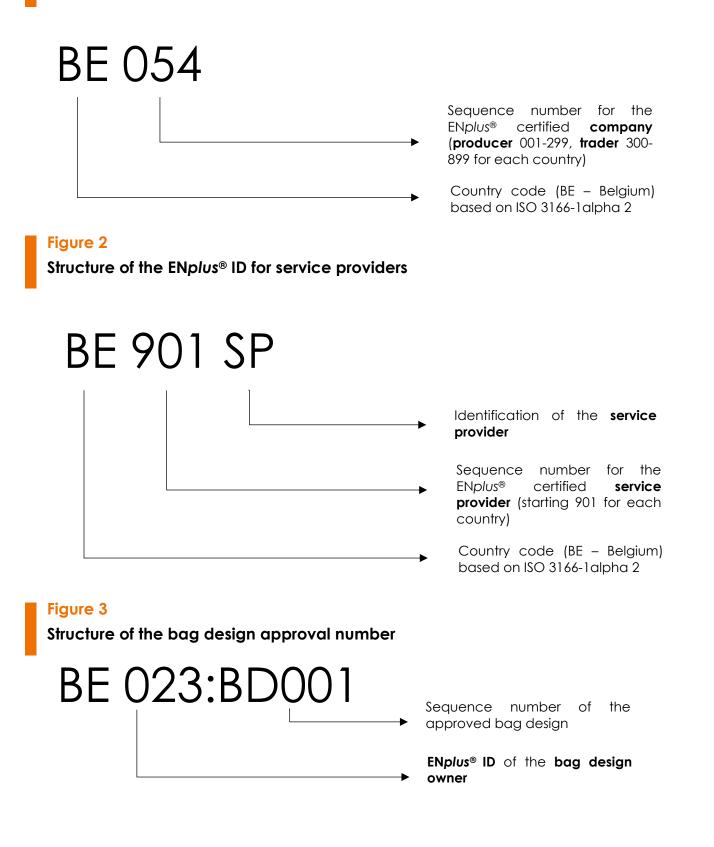
7. Complaints and appeals relating to the issuance of the ENplus® permissions for the use of the ENplus® trademarks

Any **complaints** and/or **appeals** relating to the issuance of ENplus® trademark licenses and to the approval of the ENplus® bag design shall be submitted to **ENplus® International Management /** the **ENplus® National Licenser**, as relevant, and investigated based on ENplus® PD 2002.

Annex A. Structure of the ENplus® ID and the bag design approval number

Figure 1

Structure of the ENplus® ID for producers and traders





The world-leading Wood pellet certification

We are a world-leading, transparent, and independent certification scheme for wood pellets. From production to delivery, we guarantee quality and combat fraud along the entire supply chain. ENplus® c/o Bioenergy Europe Place du Champ de Mars 2 1050 Brussels, Belgium ⊠ enplus@bioenergyeurope.org ☎ + 32 2 318 40 35 ♣ +32 2 318 41 93