

General terms and conditions

Preamble

Carbon Standards International AG (hereinafter referred to as Carbon Standards International) develops standards / methodologies (hereinafter referred to as standards) for long-term carbon removal (CDR) as well as IT tools for climate-positive agriculture, forestry and industry. Carbon Standards International offers a wide range of services and creates reliable and innovative standards to empower partners and individuals committed to cooling the planet.

To ensure compliance with the standards, Carbon Standards International endorses certification bodies and validation or verification bodies (referred to as bodies for short), that conduct audits and confirm the compliance of the standards.

01 Scope and terms

These General Terms and Conditions apply to legal transactions between Carbon Standards International and its clients. The scope of application covers the services offered by Carbon Standards International and the use of labels and trademarks that are protected by trademark law or administered by it, unless otherwise agreed in writing. The General Terms and Conditions also govern the declaration of labels and trademarks in production, processing and trade. They further govern and apply to the access and use of IT tools. Any general terms and conditions of the clients are excluded.

02 Subject matter

The subject matter of the General Terms and Conditions is the services and /or licences and endorsements requested by the client. The client declares that they are familiar with the provisions of the relevant standards and will comply with the currently valid version. The currently valid versions can be viewed and obtained online from Carbon Standards International website at any time. The client is responsible for keeping themselves informed of any changes to the standards and for complying with these in accordance with the specifications.

03 Rights of the client

In order to use the names, labels or trademarks of Carbon Standards International, a service must be purchased from Carbon Standards International and a corresponding certificate / statement must be issued by the body responsible for certification / validation / verification. Holders of a certificate / statement issued by Carbon Standards International or the respective body may use it for their business purposes during its period of validity. Furthermore, they are entitled to use the corresponding labels and trademarks for certified products in accordance with the provisions of the Carbon Standards International Design Manual and to publish C-sinks on the Global C-Sink Registry. The right to use the trademarks and labels of Carbon Standards International and to refer to the standards is granted exclusively on the basis of a valid contract with Carbon Standards International. Applications and deviations are regulated in the Carbon Standards International Design Manual.

04 Obligations of the client

The client shall notify Carbon Standards International of a responsible contact person and inform it of any formal changes, such as changes of address, changes in the organisation, mergers, changes in the persons responsible, etc., within 30 days.

The client undertakes to:

- a. conclude a contract for audits / validation / verification or certification with a body endorsed by Carbon Standards International.
- b. comply with the standards in their currently valid version during the term of the contract and align all work processes and production and processing steps, as well as trade, if applicable, with these standards.
- c. keep all necessary records and documentation continuously and truthfully and retain them for a period of at least 10 years.
- d. grant employees of Carbon Standards International or an agency commissioned by it access to the businesses and business premises at any time, as well as access to the documentation, and to allow sampling. This also applies to subcontractors of the agency and to representatives of the approval bodies that monitor the work of Carbon Standards International. If the audit is carried out by a subcontractor of the body, the reports for validation / verification / certification shall be submitted to the body by the subcontractor.
- e. label the products correctly and use the labels / trademarks correctly in accordance with the requirements of the Carbon Standards International standards and the currently applicable Carbon Standards International Design Manual.
- f. report any complaints from third parties to Carbon Standards International without delay and to grant it access to these complaints.
- g. pay for the services provided by Carbon Standards International at the applicable rates.
- h. bear the costs of overtime, laboratory analysis, legal advice and similar additional expenses incurred by Carbon Standards International if the client has caused these by violating the rules or the clients obligations under this contract.
- i. inform Carbon Standards International immediately of any changes: operational changes, if the client discontinues or no longer uses the service in question, or if the business or part of the business is transferred to another legal entity.
- j. train and supervise staff and subcontractors to ensure compliance with the requirements.

- k. allow Carbon Standards International and the recognised bodies to take photographs and make records of products and production facilities for internal documentation purposes.

The client authorises the commissioned body to make all data and results collected during the audit at the clients company available to Carbon Standards International. The respective body conducting the audits / certifications / validations / verifications is also entitled to share relevant information with other bodies if this is necessary to ensure the credibility of the respective service.

05 Confidentiality and data protection

Carbon Standards International has the right to disclose the company name, company address, company number, status and necessary information, project design documents, audit and verification / validation reports, deviation reports, results of analyses and, where applicable, certificates, certified products and validation and / or verification statements from the recognised bodies, and is entitled to process and filter this information and publish it.

Any remaining data collected is subject to business secrecy and will be treated as strictly confidential. The confidentiality obligation does not apply to Carbon Standards International accreditation bodies that carry out monitoring, or to bodies and their personnel that carry out audits, validations, verifications and / or certifications. The standard owner may use the information provided by the recognised body for the purposes of impact assessment, aggregated quantity information, legal proceedings, etc., without compromising the protection of personal data or confidential business practices.

Any use of the data is governed by the applicable terms of use for online tools. These are an integral part of these General Terms and Conditions and apply to all users of the online tools.

Within the framework of the contractual relationship, the contracting parties undertake to comply without exception with the European General Data Protection Regulation (GDPR), the Swiss Data Protection Act (GDS) and any additional national data protection regulations, as applicable, in their currently valid versions when processing personal data. The contracting parties further undertake to take all necessary technical and organisational measures to en-

sure data security.

If other information technologies are used for communication or data transfer, the data protection guidelines of these providers shall apply.

The privacy policy available on the Carbon Standards International website, in its currently valid version, is an integral part of these General Terms and Conditions. Personal data obtained by Carbon Standards International in the course of the contractual relationship will be processed exclusively for the purpose of executing this contractual relationship.

The contracting parties further undertake to oblige any recipients of personal data to comply with data protection and data secrecy in accordance with the GDS and GDPR.

The client expressly permits Carbon Standards International, within the framework of the contractual relationship, to send official communications and technical information to the client's registered email address(es).

06 Quality assurance measures

Carbon Standards International recognises bodies that carry out regular audits on behalf of clients. For quality assurance purposes and in cases of suspicion, bodies endorsed by Carbon Standards International may carry out additional audits on clients at any time and take samples, or Carbon Standards International itself may commission the body to do so. In such cases, access and inspection must be guaranteed to the same extent as for a regular audit. The results of the audits shall be made available to the company and Carbon Standards International by the competent body. The costs for these audits and sampling are listed in the current price lists. These costs shall be borne by the client.

07 Liability

Carbon Standards International shall only be liable for intent and gross negligence within the scope of the activities it undertakes. Liability for auxiliary persons is generally excluded. Under no circumstances shall Carbon Standards International be liable for consequential damages or loss of profit. Any liability is excluded to the extent permitted by law.

08 Prices

Prices are specified in the Carbon Standards International price lists and can be viewed on the website at any time.

Prices may be adjusted by Carbon Standards within one month. The client will be informed of this in writing. The valid price lists are an integral part of these General Terms and Conditions.

09 Contract term and termination

By registering for the service(s), a contractual relationship is established for an indefinite period. Additional services can be used at any time.

Either party may terminate the contract. Notice of termination must be given in writing with three months' notice to 30 September for the end of the year. Services provided in the year of termination of the contract will be invoiced at the applicable rates, and a final audit may be imposed.

Carbon Standards International is also entitled to terminate this contract at any time without notice if there are important reasons for doing so. An important reason is any circumstance that makes it unreasonable for Carbon Standards International, in good faith, to remain bound by the contract until the next regular termination date, namely:

- The absence of a contractual relationship between the client and a body recognised by Carbon Standards International that audits and certifies compliance with the services of Carbon Standards International.
- Breaches of contract as described in the title "10".

Upon termination of the contract, the right to use the registered labels / trademarks of Carbon Standards International shall expire. It may continue to be affixed to declared products as long as the underlying certificate is valid. The provisions of the Design Manual shall apply.

10 Breaches of contract

10a Non-payment of invoice

Unless otherwise agreed, invoices from Carbon Standards International are due for payment within 30 days of the invoice date. Costs for reminders, debt collection and legal disputes will be charged to the client. In the event of non-payment of invoices, services may be refused and the contractual relationship terminated without notice.

Fees for services rendered to date, licence fees or sampling or additional audits carried out within the scope of the contractual relationship shall be payable even if the contractual relationship has been terminated.

The rejection, suspension or withdrawal of a certificate / statement due to non-compliance with the standard does not entitle the client to withhold or suspend outstanding payments.

10b Non-compliance with the standards

If the requirements of the standards are not met, Carbon Standards International or the commissioned body may impose sanctions and set deadlines within which the deficiencies must be remedied.

If the deficiencies are repeatedly not remedied within the deadline specified in the audit report, the contractual relationship may be terminated without notice.

If the client misuses the certificate / statement, it may be revoked without notice. Furthermore, the client is prohibited from making a corresponding declaration of the products from the time of revocation, and the Carbon Standards International label / trademark may no longer be used.

10c Compensation

In the event of breaches of contract by the client, Carbon Standards International is entitled to compensation for all services rendered in connection with the breach of contract and reimbursement of the costs incurred. Carbon Standards International may also demand that the client surrender any unjustified additional revenue generated by the certified products and / or demand that the products be withdrawn from the market and / or terminate the contract without notice.

11 Use of labels / trademarks

The guidelines regarding the use of labels / trademarks are set out in the Design Manual and must be observed by the client.

12 Intellectual property rights

All rights, in particular copyright and other intellectual property rights to the standards of Carbon Standards International, are vested in Carbon Standards International.

The client is prohibited from processing, evaluating, extracting, reusing or making the standards available to third parties, in whole or in part, by means of artificial intelligence (e.g. AI tools, automated analysis systems). In particular, it is not permitted to integrate the standards of Carbon Standards International into AI tools and to offer paid services on the market based on them.

Furthermore, it is not permitted to develop own standards based on the standards of Carbon Standards International and to use them as own standards.

13 Applicable law and place of jurisdiction

The exclusive place of jurisdiction for all disputes is Frick. The contractual relationship is subject to Swiss law, excluding conflict of law rules and international treaty law.

14 Final provisions

If any provision of these General Terms and Conditions is wholly or partially invalid, the validity of the remaining provisions shall remain unaffected.

Carbon Standards International may amend these General Terms and Conditions at any time. Clients will be informed of updates in writing. Amendments to the General Terms and Conditions shall be deemed approved if the client continues to use the services of Carbon Standards International after the amendments have come into effect.

15 Integral components

The following content, in its currently valid version, is considered an integral part of these General Terms and Conditions and of the contractual relationship between Carbon Standards International and the client:

- a. Carbon Standards International Design Manual
- b. Current Carbon Standards International price lists
- c. Terms of Use for online tools
- d. Privacy Policy

Valid from 1 October 2025