

## **Standard Terms and Conditions (STC)**

Terms and conditions for the Swiss Guarantee of Origin system for renewable gaseous and liquid fuels and combustibles (BT system)

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## 1. Introduction

Pronovo operates the Swiss Guarantee of Origin system for renewable gaseous and liquid fuels and combustibles (hereinafter referred to as the «BT system») on behalf of the Swiss Confederation. The certificates issued by Pronovo guarantee the origin of the produced or imported material, i.e. show which manufacturing company and which energy source it comes from. The responsible supervisory authority is the Swiss Federal Office of Energy<sup>1</sup>.

The use of the guarantee of origin system is intended for various roles and is open to all interested parties unless this is already required by law. Overall, utilisation is generally independent of the size of the market player, any memberships in associations or groups and the sales volume. Pronovo examines applications for system use solely with the aim of being able to exclude illegal use as far as possible.

These terms and conditions must be accepted by all users when registering and must then be complied with in order to ensure smooth and legally compliant operation.

## 2. Intended use

The most important uses of the BT system include

- A. Reporting obligations for production facilities and energy data in accordance with the VHBT<sup>2</sup>:
  - Reporting obligation for producers of combustibles and fuels from domestic production facilities;
  - Reporting obligation for importers of combustibles and fuels from foreign production facilities;
  - Obligation to record and report production, import and export data.
  
- B. Sale, trade and cancellation of certificates of origin for the purpose of claiming deliveries of a certain material quality to end customers:
  - A guarantee of origin must be cancelled or an authorised third party must cancel it for those who:
    - provide ecological added value of an underlying combustible or fuel to end consumers or to a petrol station;
    - provide the quantity of the underlying gaseous combustible or fuel to end consumers or a petrol station and do not feed it into the Swiss gas grid; or
    - the quantity of the underlying combustible or fuel:
      - is self-consumed,
      - is converted into another energy source, or
      - is exported abroad if the Swiss guarantee of origin is not recognised abroad.

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<sup>1</sup> The legal basis for the BT GO system can be found in the DETEC Regulation on Guarantees of Origin for Combustibles and Fuels (VHBT; SR 730.010.2).

<sup>2</sup> Articles 4–6 of the VHBT.

- C. Claiming the ecological added value of guarantees of origin as part of an instrument or on a voluntary basis:
- Instruments can be assigned during the entire life cycle of the guarantee of origin
  - For most instruments, the process of instrument allocation is followed by the process of cancellation because the ecological added value has been used up.
- D. Other uses:
- Report for statistical purposes: Producers who do not feed all of the biogas they produce into the gas grid or do not sell all of it at a petrol station must report the fuel output and the installed rated electrical and thermal output to the enforcement authority for statistical purposes, taking into account any expansions.

### 3. Access to the BT system

In order to use the BT system, an organisation must submit an application by completing and signing the registration form<sup>3</sup> and submitting it to Pronovo for review together with the required documents. Once the organisation has been checked and approved, the applicant will receive an invitation by e-mail to use the system. Pronovo reserves the right to request additional documents at any time — even after the organisation has been approved — if there are subsequent doubts about the identification of the organisation or the person entitled to apply. The documents requested must serve to ensure complete and unequivocal identification.

Once the contact person has been successfully identified by means of two-step authentication, the applicant is granted access. After successful system registration, he/she becomes a «user» of the BT system.

By registering, users agree to these terms and conditions. You agree to use the BT System only in accordance with these terms, the specified functions and in compliance with applicable laws.

The terms and conditions come into force upon successful registration and first use of the BT System and apply for the entire duration of use of the BT System.

Access data, such as user name and password, must be treated as strictly confidential and may not be passed on to third parties. In the event of suspected or detected misuse of access data, users are obliged to co-operate. Suspicious activities or irregularities must be reported to Pronovo immediately.

Every user is obliged to take appropriate measures to protect their own access data. Each user bears full responsibility for the security of his or her access and must ensure that no unauthorised use is made by third parties. The use of anonymous or shared (group) accounts is not permitted.

Every person who logs in with a valid user ID and password (self-identification) is considered an authorised user vis-à-vis Pronovo. This applies regardless of whether the user is actually an authorised user or an unauthorised third party.

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<sup>3</sup> Can be found on the Pronovo website at: Guarantee of origin for combustibles and fuels; operating documents.

#### 4. Permitted and unauthorised use

The BT system must be used responsibly. The system may only be used for the activities described in the introduction. In addition, the activities of individual users must not interfere with the BT system or other users.

Impermissible actions include, for example:

- Attempts to gain unauthorised access to the BT system or other connected systems (e.g. by hacking or password theft);
- Obtaining or using information that is not available or necessary for a specific role.

#### 5. Roles and responsibilities in the BT system

There are different roles in the BT system, which entail different rights and obligations. The role a user has in the BT system depends on their function and tasks. After the user has registered, Pronovo checks the authorisations for the role selected by the user. The following roles exist in the BT system:

- **Domestic producers** of renewable fuels and combustibles. The term «producer» is used congruently with the term «manufacturing company» in mineral oil tax legislation. The BT system also uses the identical term plant operator in some cases.
- **Importers of renewable fuels and combustibles** from abroad into Switzerland.
- **Importers of certificates** from abroad into Switzerland.
- **Traders of guarantees of origin.**
- **Instrument managers** (representatives of the Confederation or the cantons) who are responsible for one or more climate or energy policy instruments (e.g. reduction commitment, offsetting obligation, etc.).
- **Administrators** (Pronovo employees) who have access to all other roles.

The following rights are associated with these roles:

Player	Rights
Producers (plant operators)	<ul style="list-style-type: none"> <li>▪ Input of energy data</li> <li>▪ Obtaining guarantees of origin based on the energy data</li> <li>▪ Trading in guarantees of origin</li> <li>▪ Instrument allocation<sup>4</sup></li> <li>▪ Cancellation<sup>5</sup></li> </ul>
Trader	<ul style="list-style-type: none"> <li>▪ Trading in guarantees of origin</li> <li>▪ Instrument allocation</li> <li>▪ Cancellation</li> </ul>
Importers, physical	<ul style="list-style-type: none"> <li>▪ Obtaining guarantees of origin for physically imported fuels</li> </ul>

<sup>4</sup> This refers to the allocation of a climate or energy policy instrument to a bundle of guarantees of origin (see detailed explanations in the user manual, which will be available from 1 January 2025).

<sup>5</sup> The life cycle of the guarantee of origin ends upon cancellation (see detailed explanations in the user manual, which is available on the Pronovo website).

Player	Rights
(system technology = plant operator)	<ul style="list-style-type: none"> <li>▪ Trading in guarantees of origin</li> <li>▪ Instrument allocation</li> <li>▪ Cancellation</li> </ul>
Importers, virtual	<ul style="list-style-type: none"> <li>▪ Obtaining guarantees of origin for imported certificates</li> <li>▪ Trading in guarantees of origin</li> <li>▪ Instrument allocation</li> <li>▪ Cancellation</li> </ul>
Instrument managers	<ul style="list-style-type: none"> <li>▪ Reports on guarantees of origin that have been assigned to a specific instrument</li> <li>▪ Checking / verification of documents</li> </ul>
Administrators	<ul style="list-style-type: none"> <li>▪ Can carry out, adjust and reverse all transactions for all other players</li> </ul>

## 6. Obligations of the users

Users are responsible for the accuracy and completeness of the data they submit, including company, import, production, contact and plant data.

Users must ensure that:

- All relevant data (especially master data) is always up-to-date and correct;
- Production and import quantities are not recorded or sold more than once in other systems;
- All necessary consents and authorisations are in existence when acting on behalf of others.

Users are obliged to notify Pronovo immediately of any errors or faults occurring in the BT system that could impair its use.

## 7. Fees

For the services provided by Pronovo under this contract, in particular for the use of the BT system, fees are incurred based on the VHBT<sup>6</sup>, which must be paid by the user. Pronovo publishes an updated list of fees every year<sup>7</sup>. The user shall be notified of the fee adjustment by 31 October at the latest and it shall apply from 1 January of the following calendar year. The user's right of cancellation in accordance with section 15 remains unaffected by any fee adjustment.

The fees are charged quarterly and are payable net within 30 days of the invoice date. After expiry of this period, the user is automatically in default, i.e. without the need for a reminder to serve notice of default. Default interest of 5% per annum will be charged in the event of late payment.

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<sup>6</sup> Article 11 paragraph 3 VHBT.

<sup>7</sup> Can be found on the Pronovo website at: Guarantee of origin for combustibles and fuels; operating documents.

The prices are exclusive of VAT and any other taxes or duties. Where applicable, they will be invoiced additionally and shown separately on the invoice.

The offsetting of claims of a user against any claims of Pronovo and vice versa in the BT system is only permitted with the express written consent of the other party. Settlements between the contracting parties may only be made within the BT system.

## **8. Manual and special instructions**

Pronovo publishes a manual on how to use the BT system in German, French and Italian. Pronovo can also publish special instructions and additional documents. All documents are publicly accessible via the Pronovo website<sup>8</sup>.

## **9. International transfer of guarantees of origin**

For the international transfer (import/export) of certificates of origins between issuers that are members of the Association of Issuing Bodies (AIB) and/or have implemented or apply the European Energy Certificate Standard of the AIB, the provisions underlying the EECS standard «EECS Rules»<sup>9</sup> and the Standard Terms and Conditions (STC)<sup>10</sup> of the AIB apply in addition to this contract. In the event of contradictions, this agreement shall take precedence.

For the international transfer (import/export) of GOs between issuers that are members of the European Renewable Gas Registry (ERGaR), the corresponding «Scheme Rules» of the ERGaR apply in addition to this contract<sup>11</sup>. In the event of contradictions, this agreement shall take precedence.

## **10. Data protection and data transfer**

Pronovo complies with the applicable data protection law and protects personal data accordingly. Suitable technical and organisational measures are used to minimise the risk of a data security breach as far as possible. In the course of using the BT system, personal data and contact details may be disclosed to third parties if this is necessary in accordance with the assigned role for Pronovo.

Authorised representatives are obliged to ensure that they have the necessary consent to disclose data within the scope of their authorisation.

As soon as the personal data is no longer required, it will be deleted. Statutory retention obligations may make it necessary to retain data beyond the contractual relationship.

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<sup>8</sup> Can be found on the Pronovo website at: Guarantee of origin for combustibles and fuels; operating documents.

<sup>9</sup> Can be found on the AIB website: <https://www.aib-net.org/eecs/eecsr-rules>.

<sup>10</sup> <https://www.aib-net.org/eecs/standard-terms-and-conditions>

<sup>11</sup> Can be found on the ERGaR website: <https://www.ergar.org/ergar-schemes/ergar-coo-scheme/>.

## 11. Exclusion of liability and warranty

Pronovo operates the BT system in accordance with recognised technical standards and in compliance with the necessary duties of care. Nevertheless, no guarantee can be given for consistently error-free or uninterrupted use.

Pronovo excludes any liability to the extent permitted by law. In particular, liability for damage caused by the use or temporary unavailability of the BT system is excluded unless this is due to gross negligence or wilful misconduct on the part of Pronovo.

## 12. Amendment of the terms and conditions

Pronovo has the right to change these terms and conditions at any time. The currently valid version is available on the Pronovo website. Users will be notified in advance of any significant changes.

If users do not agree with the changes, they can cancel the contract in text form within 30 days of receiving notification of the changes. The cancellation will take effect upon receipt by Pronovo and access to the BT system will be deactivated after the 30-day notification period has expired. All incomplete processes in the portal must be ended before the end of the notification period. The fee in accordance with section 7 remains due for the respective billing period and will not be refunded. If organisations continue to use the BT system beyond the 30-day notification period, this shall be deemed as acceptance of the amended terms and conditions.

## 13. Reference to criminal liability

By agreeing to the terms and conditions, the user confirms that he or she is aware that violations of the Energy Act may result in criminal prosecution. Anyone who intentionally or negligently provides false or incomplete information in relation to subsidies or certificates of origin is liable to a fine of:

- up to CHF 100,000 in the event of wilful conduct; and
- up to CHF 20,000 in the event of negligence.

Payment of the fines does not exempt you from complying with these terms and conditions.

## 14. Termination of access by Pronovo

Pronovo reserves the right to terminate the user's access to the BT System at any time with immediate effect in the event of breaches of the terms and conditions and/or if misuse of the BT System is detected. In these cases, access can be deactivated without notice. The fee in accordance with section 7 remains due in these cases for the respective billing period and will not be refunded.



## **15. Cancellation of access by the user**

The user may terminate the contract at any time in text form by giving 30 days' notice. The cancellation will take effect upon receipt by Pronovo and access to the portal will be deactivated after the cancellation period has expired. All incomplete processes in the portal must be ended before the cancellation period expires. The fee in accordance with section 7 remains due in these cases for the respective billing period and will not be refunded.

## **16. Applicable law and place of jurisdiction**

These terms and conditions shall be governed by Swiss substantive law, excluding its conflict of law rules. The place of jurisdiction for all disputes in connection with these terms and conditions is Frick, Aargau.

## **17. Availability and support**

The BT system is basically in operation all year round, 7 days a week and 24 hours a day. This does not apply to planned maintenance, system failures, system malfunctions or system errors.

Pronovo's customer service and specialised services are happy to help users. Customer service can be contacted by telephone (+41 848 014 014) or by e-mail ([info@pronovo.ch](mailto:info@pronovo.ch); subject BT).