

RSPO PalmTrace - Book and Claim Terms and Conditions

1. Introduction

- 1.1 The Roundtable on Sustainable Palm Oil ("RSPO"), a non-profit association registered in Switzerland under Swiss law, supports the following supply chain models for the uptake of certified oil palm products: Identity Preserved (IP), Segregated (SG), Mass Balance (MB) and Book and Claim (B&C).
- 1.2 The Book and Claim supply chain model includes the possibility for RSPO members to buy and sell RSPO Credits through RSPO PalmTrace.
- 1.3 These Book and Claim Terms and Conditions ("Terms and Conditions") govern the relationship between RSPO and RSPO members that are active in the process of buying and selling RSPO Credits through RSPO PalmTrace.
- 1.4 RSPO has contracted Rainforest Alliance B.V. (together with its affiliated entities: "Rainforest Alliance"), a limited liability company registered in the Netherlands under Dutch law, to perform certain tasks on its behalf to enable the trade in RSPO Credits in accordance with the Terms and Conditions. Relevant provisions of the Terms and Conditions will equally apply in the relationship between Rainforest Alliance and RSPO members.
- 1.5 RSPO members that wish to buy or sell RSPO Credits accept these Terms and Conditions when entering the Book and Claim online marketplace in RSPO PalmTrace.
- 1.6 The Terms and Conditions may be amended from time to time. Amended versions will be published in RSPO PalmTrace before taking effect. The most recent version of the Terms and Conditions is accessible through RSPO PalmTrace. Any buyer or seller who submits an offer to buy or sell RSPO credits, or who reports an off-market transaction agrees to accept the most recent version of the Terms and Conditions.

2. Definitions

- 2.1 *RSPO Product* – Products which have been certified under the RSPO Certification Program:
 - CSPO (Certified Sustainable Palm Oil)
 - CSPKO (Certified Sustainable Palm Kernel Oil)
 - CSPKE (Certified Sustainable Palm Kernel Expeller)
 - IS-CSPO (Independent Smallholder Certified Sustainable Palm Oil)
 - IS-CSPKO (Independent Smallholder Certified Sustainable Palm Kernel Oil)
 - IS-CSPKE (Independent Smallholder Certified Sustainable Palm Kernel Expeller)
- 2.2 *One RSPO Credit* – the equivalence of one metric tonne of an RSPO Product.
- 2.3 *Match* – the moment that RSPO PalmTrace matches an offer to sell with a corresponding bid to buy.

3. Selling

- 3.1 RSPO members with an account in RSPO PalmTrace can sell RSPO Credits in accordance with the type of products they produce:
 - Mills can sell CSPO Credits,
 - Outgrowers can sell CSPO Credits,
 - Crushers can sell CSPKO Credits and CSPKE Credits,
 - Independent Smallholders can sell IS-CSPO Credits, IS-CSPKO Credits and IS-CSPKE Credits.
- 3.2 Sellers can allocate volumes of RSPO Products to be traded as RSPO Credits at any point during the licence validity. The allocated amount is deducted from the Seller's certified volume or stock of RSPO Products and added to the Seller's stock of RSPO Credits.

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- 3.3 Sellers can reallocate unsold RSPO Credits back to RSPO Products at any point during the licence validity.
- 3.4 Sellers can make an offer to sell a certain amount of RSPO Credits against a certain price in USD at any point during the licence validity. An offer is the option to sell RSPO Credits at a price equal to or above the limit specified when creating the offer. The offered amount of RSPO Credits is deducted from the seller's certified volume or stock of RSPO Credits.
- 3.5 Offers to sell RSPO Credits are visible to other buyers and sellers, in an anonymous and aggregated way.
- 3.6 Until a Match is made, the RSPO Credits remain in the Sellers' stock and they can withdraw the offer at any point.

4. Buying

- 4.1 RSPO members with an account in RSPO PalmTrace can buy RSPO Credits.
- 4.2 Buyers can make a bid to buy a certain amount of RSPO Credits against a certain price in USD at any point in time. A bid to buy RSPO Credits is a bid to buy at a price below or equal to the limit specified when entering the bid.
- 4.3 Bids to buy RSPO Credits are visible to other buyers and sellers, in an anonymous and aggregated way.
- 4.4 Until a Match is made, buyers can withdraw a bid at any point.

5. Match

- 5.1 As soon as an offer to sell corresponds with a bid to buy, in terms of price and amounts, RSPO PalmTrace establishes a Match.
- 5.2 If a bid or offer matches more than one offer or bid at the same price, the offer or bid with the oldest date and time of submission will be given priority.
- 5.3 As soon as a Match is made, the respective bids to buy and offers to sell will be removed from the marketplace. The respective buyer and seller will be informed about the Match.

6. Payment

- 6.1 The establishment of a Match creates a legally binding agreement between Buyer and Seller, that is, an obligation for the Buyer to pay the matched price, including any applicable VAT, tax or RSPO Administration Fee (publicly available on the RSPO website), within the set payment term (see Article 6.6) and for the Seller to deliver the matched RSPO Credits.
- 6.2 Matches cannot be cancelled. Matches can only be cancelled upon request to RSPO and with RSPO approval. In case of any cancellation made by any parties, a sanction can be imposed at the discretion of RSPO for a period no longer than 6 months whereby the RSPO member will not be able to purchase and/or claim any new credits.
- 6.3 Once a match is made, the buyer will receive an invoice for the matched price. If the matched transaction is subject to payment of an RSPO Administration Fee – in accordance with the RSPO Administration Fee structure as published on the [RSPO website](#) the applicable fee will simultaneously be invoiced.

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- 6.4 RSPO nor Rainforest Alliance is responsible or liable for collecting and/or accounting for any value added tax which may be payable to any authority by the Seller or the Buyer in respect of the purchase and sale of RSPO Credits. The Seller and the Buyer shall each indemnify and keep indemnified RSPO and Rainforest Alliance against all liability, fines, costs and expenses suffered or incurred as a result of their respective failure to comply with any of their respective value added tax obligations.
- 6.5 The Buyer shall bear all taxes and other governmental charges relating to or arising under these Terms and Conditions ("Taxes"), including, without limitation, any state or federal income taxes, stamp or documentary taxes, turnover, sales or use taxes, Value Added Taxes, excise taxes, customs or any other charges relating to or on fees payable by the Buyer to RSPO/Rainforest Alliance. The Buyer agrees that all fees paid hereunder are to be received in full by RSPO/Rainforest Alliance without deduction of any Taxes. Should the Buyer be required by law to withhold any Taxes on the amounts payable to RSPO/Rainforest Alliance, then such amounts shall be grossed up so that the net amount received by RSPO/Rainforest Alliance shall be equal to the fees prescribed herein. Any additional amount payable under this section must be paid to RSPO/Rainforest Alliance at the same time as the original fees are paid.
- 6.6 The Buyer must pay the invoice within 14 days after the date of sending the invoice. Any applicable bank charges are covered by the Buyer. There is only full payment if the full amount stated on the invoice is received.
- 6.7 Only after full payment of the invoice matched price + RSPO Administration Fee (if applicable), the matched price will be transferred to the Seller, and the matched RSPO Credits will be transferred to the Buyer's stock of RSPO Credits. Any applicable bank charges levied by the Seller's own bank, are covered by the Seller.
- 6.8 If no full payment is received within 14 days after the date of sending the invoice, the Buyer will receive a first (send out on day 15th) and second reminder (send out on day 21st).
- 6.9 If no full payment is received within six weeks after the date of sending the invoice, the following applies:
- No more action will be taken to force the Buyer to pay the invoice.
 - Buyer access is blocked in the RSPO PalmTrace system, during which period the Buyer will not be able to submit bids to buy RSPO Credits, until full payment for open invoices is received.
 - Seller is asked by the PalmTrace Support Team after RSPO's approval if they wish to cancel the match, if so, the match is cancelled, and the credits are returned to the Seller.
- 6.10 If no payment is received after eight weeks, the match is cancelled with RSPO approval. The RSPO Credits of the cancelled match are returned to the Seller's stock. The Buyer will not be able to submit bids to buy RSPO Credits for a period no longer than 6 months.
- 6.11 The cancellation of the match entails that the RSPO Credits will be added to the Seller's stock of RSPO Credits. Any partial payment received from the Buyer will be reimbursed to the Buyer, after deducting any administration or transaction costs involved.
- 6.12 RSPO nor Rainforest Alliance shall have any obligation to the Seller to recover for the Seller any sums due and payable by the Buyer in accordance with the contract of sale or any liability to the Seller for the Buyer's performance or failure to perform any contract for the sale and purchase of RSPO Credits.
- 6.13 RSPO nor Rainforest Alliance shall have any liability to the Buyer for the Seller's performance or failure to perform any contract for the sale and purchase of RSPO Credits.

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7. Validity

- 7.1 The validity of RSPO Credits in the Seller's stock of RSPO Credits is dependent on the validity of the RSPO PalmTrace Licence. Once the RSPO PalmTrace Licence expires and/or is renewed, any unsold RSPO Credit will be removed from the Seller's stock of RSPO Credits. For Kernel Crushing Plants, these unsold RSPO Credits will go back to their stock. Any pending offers to sell RSPO Credits will be automatically removed from the marketplace. In case of RSPO PalmTrace licence renewal, the Seller can again allocate volumes to the Seller's stock of RSPO Credits.
- 7.2 If during an RSPO audit it turns out that a Seller has sold more RSPO Credits than were actually produced, the Seller will be required to apply the buy-back-option against the current market prices, to compensate for the oversold RSPO Credits by making a request to RSPO and in accordance with the instructions given by, or on behalf of, RSPO.
- 7.3 The validity of the RSPO Credits purchased by the Buyer is one year from the date of the Match. RSPO Products that have not been claimed by the Buyer within one year after the date of the Match will be removed from the Buyer's stock of RSPO Credits.

8. Claiming

- 8.1 The Buyer can at any time during the one-year validity term of their RSPO Credits use the RSPO Credits to make a claim (please see the RSPO Rules on Market Communication and Claims). The Buyer can select in RSPO PalmTrace the amount of RSPO Credits to be claimed. After this, the Buyer will receive a Claim Document including the attributed amount of claimed RSPO Credits. The claimed amount is deducted from the Buyer's stock of RSPO Credits.

9. Off Market Deals

- 9.2 Off market RSPO Credits deals need to be reported in RSPO PalmTrace, either by the Buyer or the Seller. Once the deal is accepted by the other party in RSPO Palm Trace, the agreed price is the matched price as meant in Clause 6 of these Terms and Conditions.

10. Data Protection

- 10.1 The Seller and Buyer each acknowledge that in the credit trade process, information may be collected from them, which may include information relating to their personnel.
- 10.2 Any data processing will comply with applicable Data Protection provisions to the extent that such information shall constitute personal data as defined by law. The RSPO Privacy Policy as published at [RSPO website](#) applies.
- 10.3 Data will be processed for the purpose of providing the credit trade services. Data may be disclosed to RSPO, to the other party to a contract for the sale or purchase of RSPO Credits. It is acknowledged that data may be transmitted via or to a country outside the European Economic Area where the legal standards for the protection of personal information may be different than they are in the European Economic Area.
- 10.4 The Seller and the Buyer each consent to the processing of information in accordance with this Clause.
- 10.5 The Seller and Buyer agree that data on RSPO Credit trade may be published in an aggregated and anonymized way.
- 10.6 The Seller and Buyer agree that upon registration in RSPO PalmTrace, the following information can be made publicly available on the RSPO website: company name, contact person, contact details, and the total number of claimed credits per company.

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11. Trade Control Laws

11.1 By using PalmTrace, the Buyer or Seller, as applicable, confirms that they comply with sanctions under U.S. and EU sanctions and export control laws and regulations, including, without limitation, the economic sanctions administered by the U.S. Treasury Department, Office of Foreign Assets Control and export control laws and regulations administered by the U.S. Department of Commerce, Bureau of Industry Security ("Trade Control Laws"), ensure that all of their agents and successors comply with Trade Control Laws, refrain from taking any actions that would subject RSPO and/or Rainforest Alliance to penalties or adverse consequences under Trade Control Laws, and that they are not, and will not, while using PalmTrace be (a) organized under the laws of or located in a U.S. or EU sanctioned country or territory; (b) part of, nor owned or controlled by, the government of a U.S. or EU sanctioned country or territory; or (c) subject to sanctions under U.S., EU, or other law, including through listing on a sanctions list or ownership or control by one or more parties subject to sanctions. The Buyer or Seller, as applicable, must promptly notify RSPO and Rainforest Alliance if they cannot comply with this section at any point while they are using PalmTrace.

12. Suspension of Services

12.1 RSPO and/or Rainforest Alliance may by written notice to the Seller or the Buyer at any time suspend access to the Book and Claim marketplace without liability if:

- the Seller or the Buyer, as applicable, is in breach of the Terms and Conditions; or
- the Buyer fails to pay the Buyer's Payment on the due date or commits any other breach of any contract with a Seller for the purchase of RSPO Credits and, in the case of a breach which is capable of remedy, fails to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
- the Seller commits any breach of any contract with a Buyer for the purchase of RSPO Credits and, in the case of such a breach which is capable of remedy, fails to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- the Seller's or the Buyer's, as applicable, membership of the RSPO Program is suspended or terminated in accordance with the Membership Rules as published on the [RSPO website](#);
- the Seller or the Buyer, as applicable, become subject to sanctions under Trade Control Laws, or violate or cause RSPO and/or Rainforest Alliance to violate or become subject to penalties or sanctions under Trade Control Laws, or in the event that Rainforest Alliance determines that changes in Trade Control Laws make it impossible to comply with these Terms and Conditions.

12.2 Following suspension of access to the Book and Claim marketplace to the Seller:

- any pending offers to sell shall be deemed withdrawn;
- any contract relating to the sale and purchase of RSPO Credits for which an offer has been matched shall not be affected provided that the Buyer pays the Buyer's Payment in accordance with the Terms and Conditions;
- any Off Market Deal which has been entered into at the time of the suspension in accordance with these Terms and Conditions shall not be affected provided the Buyer pays the Buyer's Payment in accordance with these Terms and Conditions;

12.3 Following suspension of access to the Book and Claim marketplace to the Buyer:

- any pending bids to buy shall be deemed withdrawn;
- any contract relating to the sale and purchase of RSPO Credits for which a Bid has been matched shall not be affected provided that the Buyer pays the Buyer's Payment in accordance with the Terms and Conditions;
- any Off Market Deal which has been entered into at the time of the suspension in accordance with these Terms and Conditions shall not be affected provided the Buyer pays the Buyer's Payment in accordance with these Terms and Conditions;

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13. Liability

- 13.1 All information accessible on RSPO PalmTrace is provided "AS IS", without any representation, warranty, guarantee of any kind, whether implied or explicit, concerning its integrity, accuracy, exhaustiveness, or suitability to the purpose for which the user plans to use it.
- 13.2 RSPO nor Rainforest Alliance shall be liable in respect of any direct or indirect damage arising from the use of RSPO PalmTrace or information that is accessible through the RSPO PalmTrace.
- 13.3 Furthermore, RSPO and Rainforest Alliance shall not be liable in case of damage resulting from technical causes and, in particular, in case of the unavailability of RSPO PalmTrace and any default affecting the operation of the site.
- 13.4 Nothing in these Terms and Conditions excludes or limits the liability for death or personal injury caused by negligence or for fraudulent misrepresentation.

14. Availability and Periodic Maintenance

- 14.1 The user of RSPO PalmTrace is solely responsible for the availability of the required hardware and software, peripherals and connections in order to enable the use of RSPO Palm Trace. The user's hardware and software, peripherals and connections must meet all requirements of the system, as communicated by RSPO and Rainforest Alliance.
- 14.2 The availability of the RSPO PalmTrace may be suspended, at sole discretion and without prior notice, to permit periodic maintenance to be carried out on the RSPO PalmTrace or on any equipment in the operation for the RSPO PalmTrace.

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