

**Supplier****General Terms and Conditions for connection to BVB  
Byggvarubedömningen's Web Service – Social Responsibility**

This is a translation of the Swedish General Terms and Conditions version 1.0. The Swedish version is the original. Where there are different language versions of these documents, the English version shall be considered as translations only.

These General Terms and Conditions apply in full upon assessment. For suppliers who only intend to describe their work with Social Responsibility in the Self-Assessment form without applying for an assessment, these General Terms and Conditions apply in applicable parts. Creating a Self-Assessment form does not cost anything, it is only when applying for an assessment that a cost will arise.

**1 General****1.1 Definitions**

The terms below have the following meaning in these General Terms and Conditions.

General Terms and Conditions:	these General Terms and Conditions.
Social Responsibility:	that building materials should be manufactured without violating human rights, that labor right conditions should be decent, that manufacturing should not harm the environment and that bribery and corruption should not occur.
User:	the party that, through a contract signed by the Supplier, is connected to BVB's Web Service regarding Social Responsibility and is thus subject to these General Terms and Conditions.
The Contract:	the Contract signed between BVB and the Supplier and which entitles the User to use the Web Service.
BVB:	Byggvarubedömningen Service AB.
Web Service:	BVB's web-based Self-Assessment form regarding Social Responsibility, assessment, information and details that BVB has stated at any time should be included in the Web Service and that BVB has made available to one or more Users through the Contract.
Supplier:	the company/the person that, through the Contract, connects Users to BVB's Web Service and is thereby subject to these General Terms and Conditions.
Self-Assessment form:	the form that the User/Supplier answer in the Web Service in order to describe their work with Social Sustainability.

In these General Terms and Conditions, the terms above may be used in singular and plural, as well as in definite and indefinite forms.

## **Supplier**

### **1.2 Area of application of Terms and Conditions**

These General Terms and Conditions apply to the Contract signed by the Supplier with BVB for connection to and use of the Web Service regarding Social Responsibility.

### **1.3 Scope of the concession**

BVB provides, on the basis of these General Terms and Conditions, a non-exclusive license for the part of the Web Service regarding Social Responsibility pertaining to the Supplier's product/s.

### **1.4 Copyright, etc.**

Information that is available via the Web Service is protected in accordance with the Swedish Act on Copyright (1960:729). The copyright on assessments regarding Social Responsibility made by BVB and other material created by BVB is the exclusive property of BVB. The same applies to all changes and additions. The Supplier is only entitled to use the Web Service for their own use in accordance with what is stated in these General Terms and Conditions.

### **1.5 Establishment of the Contract and log-in details**

#### *1.5.1 Establishment of the Contract*

The Contract is established by the Supplier filling in its company information (unless BVB has already filled this in) on BVB's website, providing information about the User and approving these General Terms and Conditions by clicking on the button "Slutför" (which means "finish" in English), alternatively that the Supplier already is registered in the Web Service and creates a Self-Assessment form regarding Social Responsibility and thereby agree to these General Terms and Conditions. If BVB fills in the company information, BVB will send the General Terms and Conditions to the Supplier, whom will approve these by email.

#### *1.5.2 Log-in details*

When the Contract has been signed in accordance with 1.5.1, a unique log-in code is created for the Supplier and the User, which is sent by e-mail to the Supplier and the User. BVB should be contacted if the Supplier and User have not received the e-mail with the log-in details within 24 hours.

## **2 Use of the Web Service**

### **2.1 Implications of the concession for the Supplier and the User**

The concession entails that the User stated by the Supplier is provided with the right to use the Web Service in accordance with these General Terms and Conditions.

The Supplier and User are aware of the Web Service's protection in accordance with the Swedish Act on Copyright.

### **2.2 User's commitment**

#### *2.2.1 Own use*

Through the Contract, the Supplier and User gain the right to supply information in the Web Service about their work with Social Sustainability for the product/s covered, and to make use of assessments, information and details in the Web Service as a basis for their own assessments and use in their business practice. Under no circumstances may the Supplier or User transfer the possibility for external parties to use all or part of the Web Service. The Contract does not entitle the Supplier or the User to use the Web Service in any other way than that expressed in the Contract.

The Supplier and User may:

**Supplier**

- a) conduct electronic reviews of assessments, information and details regarding Social Responsibility for their products in the Web Service.
- b) convey to external parties assessments, information and details from the Web Service regarding Social Responsibility for their products, provided the source is stated in its entirety and it is clearly expressed to the recipient, in turn, that they are not entitled to pass on the material.

Under no circumstances may the Supplier and/or User:

- a) enable external parties to access the Web Service by providing log-in details.
- b) enable external parties to read or use assessments, information or details from the Web Service, apart from what applies in accordance with the second paragraph b).
- c) transfer, lease, lend, deed or in any other way enable external parties to use assessments, information and details contained in the Web Service without prior written consent from BVB.
- d) publish in book form, digital form or in any other form collections of or adaptations of assessments, information and details from the Website without prior written consent from BVB.

**2.2.2 The Supplier and User's responsibilities**

It is the responsibility of the Supplier and User to ensure that the Web Service is not used in contravention of the General Terms and Conditions and that the allocated log-in details (authorization codes) and suchlike are stored in a secure manner.

The Supplier and User are responsible for ensuring that use of the Web Service is made using the allocated log-in details (authorization codes).

If the Supplier or User discovers or suspects an error in the Web Service or details and information in the Web Service, this must be reported immediately to BVB.

**3 BVB's obligations****3.1 Availability of the Web Service.**

BVB is responsible for the Web Service being available to the Supplier and User around the clock. Availability cannot be promised at a level higher than that maintained by the system's web hotel. Nor is BVB responsible for limited availability as a result of shortcomings in the Supplier's technical equipment, such as Internet connection, software or hardware.

**3.2 News**

Information about news is available on BVB's website.

**3.3 Support**

BVB offers the Supplier and User support in terms of access (log-in, authorization code, etc.) and the system's function. Support is provided via BVB's website. Support is available during normal working hours, workdays between 8:00 a.m. and 5:00 p.m., insofar as BVB has staff at its disposal.

**4 Liability****4.1 BVB's liability**

## **Supplier**

BVB discharges itself from every form of liability for damage or inconvenience that may arise as a result of the use of assessments, information and details on the Web Service, or as a result of the support provided by BVB. Nor is BVB liable for indirect damage or consequential damage that may affect the Supplier or the User.

The Supplier or the User is not entitled to compensation as a result of deficiencies in availability or support.

BVB does not control the information provided and thus not guarantee the accuracy or quality of the submitted information in the Self-Assessment form. When assessing the Self-Assessment form, BVB assess the Supplier's product/s solely on the basis of the information provided to BVB. BVB discharges itself from every form of liability for all errors and damage that may arise as a result of wrong and/or incomplete information provided to BVB.

BVB's liability to provide compensation is limited under any circumstances to a maximum amount of SEK 5,000 (five thousand).

### **4.2 Force majeure**

All circumstances over which BVB has no control, such as war, sabotage, acts of terror, requisition, rebellion, riots, fire, water damage, lightning strikes, natural disasters, labor conflicts, burglary, computer hacking, measures by government agencies, faults, shortages or delays in energy supply, drivers, telephone connections or other communication, and faults or shortages or delays in deliveries from subcontractors that are attributable to such circumstances as referred to in this item, are to be regarded as grounds for exemption from liability (force majeure).

### **4.3 Supplier and User's liability**

The Supplier and the User are responsible that the information declared in the Self-Assessment form and provided to BVB being complete and correct. Errors and significant changes must immediately be adjusted in the Self-Assessment form and be reported to BVB. The Supplier and the User is also responsible for updating the information in the Self-Assessment form if conditions change in their own business or in the product's supply chain that could have an effect on their work with Social Responsibility, e.g. that the production is moved to another factory/country.

BVB reserves the right to control information submitted in the Self-Assessment form.

The Supplier and User is responsible for each type of damage caused by a third party through use of the Web Service or assessment, information or details retrieved from the Web Service.

## **5 Duration and terms of notice**

### **5.1 Duration**

The Contract, including the General Terms and Conditions, applies until further notice.

### **5.2 Terms of notice**

Either party can terminate the Contract by observing a four-week period of notice.

### **5.3 Consequences of termination of the Contract**

When the Contract is terminated, the User's log-in details become invalid, entailing that the Supplier and the User no longer have access to the Web Service.

## Supplier

BVB owns the copyright for assessments, information and details regarding Social Responsibility published in the Web Service. BVB evaluates if and for how long assessments, information and details for a certain product are to be available on the Web Service following termination of the Contract. However, on written request from the Supplier, BVB is obligated to remove assessments, information and details from the Web Service. After removal, the product is not searchable on the Web Service, but assessments, information and details will be available for projects in which the product is included.

### 5.4 Premature termination

In the event that the Supplier or User uses the Web Service in contravention of the Contract, including the General Terms and Conditions, or if BVB for some other reason finds that the Supplier or User's continued access to or use of the Web Service constitutes unauthorized use or entails damage or impediment, or the risk of such consequences, BVB is entitled to immediately suspend the Supplier and User's access to the Web Service and/or terminate the Contract with immediate effect.

Examples of unauthorized use are:

- that the Supplier or User disseminates information that can be deemed to be insulting, immoral or unlawful, and commits unlawful acts or incites or enables others to commit unlawful acts.
- that the Supplier or User uses server software on BVB's web hosting service without BVB's consent.
- that the Supplier or User behaves in a manner that results in considerable inconvenience for BVB, BVB's systems, other subscribers or Internet and the system connected with it.

If the Supplier or User's wrongful use of the Web Service results in damages for BVB, BVB is entitled to compensation.

## 6 Fee

### 6.1 Fee amount

Fees for assessment are charged in accordance with BVB's price list that applies at any given time. For the applicable price list see BVB's website.

### 6.2 Fee payment

Payment of the Fee is to be made thirty (30) days after the invoice date to the account given by BVB. After this date, interest for late payment will be charged in accordance with the Swedish Interest Act (1975:635). BVB is entitled to charge a reminder fee and a fee for a paper invoice in accordance with the applicable price list. BVB is entitled to render the Customer and the User's log-in details inoperable while awaiting payment.

## 7 Changes to the Contract and/or the General Terms and Conditions

BVB is entitled, without advance warning to the Supplier, to implement such changes to the service as do not significantly impact the function of the Web Service.

Changes to the Contract or the General Terms and Conditions are to be communicated by e-mail or some other way later than 15 days before the changes come into force. Suppliers who do not wish to use the Web Service due to changes are entitled to cancel the Contract with immediate effect provided they do so prior to the new conditions coming into force.

The General Terms and Conditions are available on BVB's website at any given time. It is the responsibility of the Supplier and the User to familiarize themselves with these.

**Supplier****8 Disputes arising from the Contract**

Disputes resulting from the Contract and the legal conditions associated with it are to be decided in accordance with Swedish law and in a Swedish court.

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**9 Information regarding personal data processing****9.1 Definitions****a) Personal Data:**

means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**b) Personal Data Controller:**

a natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data;

where the purposes and means of such processing are determined by Union or Member State law,

the controller or the specific criteria for its nomination may be provided for by Union or Member State law;

**c) Personal Data Processor:**

a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;

**d) Processing of Personal Data:**

pertains to any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

**e) Applicable data protection legislation:**

pertains to the Swedish Personal Records Act (1998:204), the Swedish Personal Data Ordinance (1998:1191), the EU's General Data Protection Regulation (GDPR) (EU) 2016/679 and other relevant data protection legislation.

**Supplier****9.2 Personal data processing***Purpose and legal basis*

Byggvarubedömningen Service AB, Corp. Reg. No. 556895-6964, (hereinafter “BVB”), is a Personal Data Controller and processes Personal Data regarding Users for the purpose of providing its Web Service in a correct and complete manner and meeting its obligations as stipulated in the Contract for Suppliers. You can contact BVB by sending an e-mail to: [info@byggvarubedomningen.se](mailto:info@byggvarubedomningen.se)

BVB is not Personal Data Controller for such Personal Data that is entered by the Supplier when using the Web Service and which is in contravention of the General Terms and Conditions and the Contract. If such Personal data is entered, BVB is entitled to change, erase or cancel the Contract in accordance with what is stipulated in item 5.4 *Premature Termination* in the Contract.

*Storage and sorting*

Personal data is stored and processed for the period of time set out in item 5.1 Duration of the Contract.

Personal data is erased and made inaccessible three (3) months after the termination of the Contract in accordance with the terms set out in item 5.2 Terms of notice in the Contract.

*Categories of recipients of Personal Data*

In addition to BVB, other actors who work on behalf of BVB may gain access to the Personal data that BVB processes, which particularly includes but does not exclude, consultants, suppliers, members and assessors, BVB signs a personal data processor agreement with the actors who constitute Personal Data Processors and otherwise meet all of the requirements set out in the applicable data protection legislation. After completing the assignment, the Personal data is to be erased and/or returned to BVB.

A User's or Supplier's Personal data is also processed, in relevant cases, by other Users or Suppliers in accordance with that which results from the User's or the Supplier's Own use of the Web Service's functions (see more on this under item 2.2.1. Own Use in the Contract.

**9.3 Rights of the data subject**

A request to exercise the rights below (9.3 a – 9.3 d) should be e-mailed to: [info@byggvarubedomningen.se](mailto:info@byggvarubedomningen.se)

*a) Access*

Users under this Contract are entitled to request access to their Personal data that is processed by BVB. The information must be easy to understand and be provided free of charge in electronic form.

The exception to the first sentence arises if the request regarding Personal data is unfounded or unreasonable.

*b) Correction*

If the Personal data with BVB is incomplete or in some other way erroneous, BVB must, on request from the User and without unnecessary delay, correct the Personal data.

**Supplier***c) Erasure*

If the Personal Data at BVB are no longer necessary for the Contract or any other statutory purpose, BVB must, without unnecessary delay, erase the Personal data. The same applies if the Personal data have been processed in an unlawful manner or must be erased to fulfill legal obligations under Union law or Swedish law.

*d) Data portability*

Users under this Contract are entitled to receive their Personal data in a structured, generally used and machine-readable format that the User has provided to BVB. BVB must not prevent a User from transferring their Personal Data to a Personal Data Controller other than BVB.

**9.4 Complaints to be lodged with supervisory authority**

If BVB's Processing of Personal Data is conducted in a manner that contravenes the Contract or Applicable data protection legislation, the User is entitled to lodge a complaint with the Swedish Data Protection Authority, "Datainspektionen" (As of May 25, 2018, Datainspektionen will change its name to "Integritetsskyddsmyndigheten").