

## General Terms and Conditions for usage of Byggvarubedömningen's Web Service

### 1 General

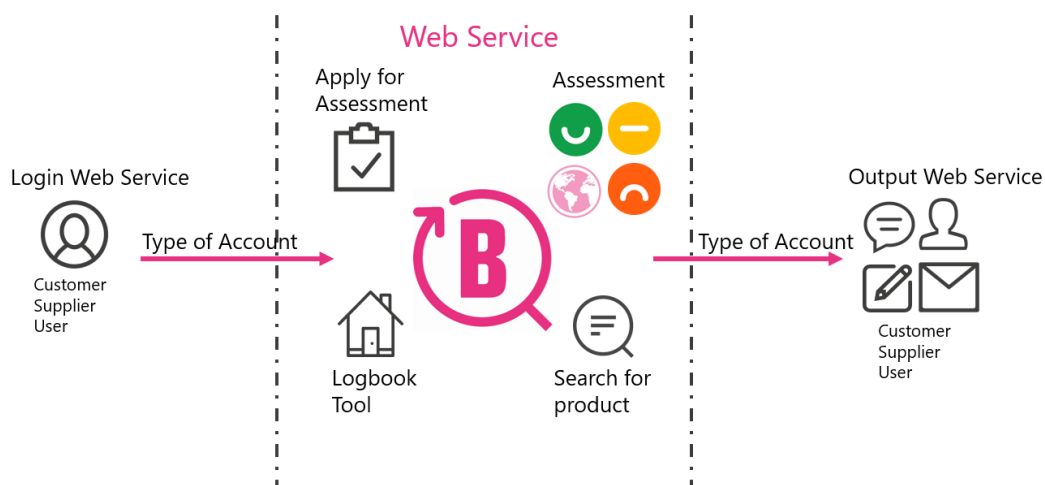
#### 1.1 About the General Terms and Conditions and Byggvarubedömningen

These General Terms and Conditions apply for Byggvarubedömningen's Customers, Suppliers and their Users in using Byggvarubedömningen's Web Service.

BVB Service AB (Byggvarubedömningen) owns and develops a system for environmental assessment of building-related products and goods that can be used to examine the products and goods based on three aspects: chemical content, life cycle aspects and social responsibility at the supplier stage. The system involves Byggvarubedömningen establishing assessment criteria for the three aspects and classifying the products and/or goods into three levels based on Byggvarubedömningen's audit of how well they meet the criteria: recommended (green), accepted (yellow) and avoid (red).

Byggvarubedömningen provides a Web Service for users to log in, which contains various functions and services. Users can apply for Assessment of their product or good, search among products and goods that have completed assessment, or use the Logbook Tool. Accordingly, logged-in Users have the opportunity to select products and goods in the Web Service that have undergone an Assessment, which facilitates a healthy and toxin-free built environment.

A schematic and general image of Byggvarubedömningen's Web Service is provided below.



## 1.2 Definitions

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

General Terms and Conditions	These General Terms and Conditions.
User	The party that, through a contract signed by a Customer or Supplier, is connected to Byggvarubedömningen's Web Service and is thus subject to these General Terms and Conditions.
Assessment fee	The fee paid on application for the Assessment of a product or good.
The Contract	The contract signed between Byggvarubedömningen and a Customer or Supplier in conjunction with the establishment of an account and which entitles the Customer's or the Supplier's Users to use all or parts of the Web Service.
Assessment	The assessment of products or goods carried out by Byggvarubedömningen by auditing the Customer, Supplier and/or their Users, documentation submitted, and which entails that the product receives an assessment result of recommended, accepted or avoid.
Assessment time	The time in number of workdays required for the Customer, Supplier or their Users to receive a (preliminary) Assessment.
Byggvarubedömningen	BVB Service AB
Account	The type of user account that the Customer or Supplier creates for the Web Service.
Customer	The company/the person that, through the Contract, connects Users to Byggvarubedömningen's Web Service and is thereby subject to these General Terms and Conditions.
Supplier	The company/the person that, through the Contract, connects Users to Byggvarubedömningen's Web Service and is thereby subject to these General Terms and Conditions.

Logbook fee	The fee that the Customer and/or Supplier must pay so that their Users have access to and can use Byggvarubedömningen's Logbook Tool.
Logbook Tool	Pertains to the Logbook function that is part of the Web Service.
Party	Pertains to Byggvarubedömningen, the Customer or the Supplier, who is party to a mutual Contract through the creation of an Account.
Web Service	Byggvarubedömningen's web-based system with functions and services that Byggvarubedömningen has stated at any time should be included in the Web Service and that Byggvarubedömningen has made available to one or more Users through the Contract.
Annual fee	The annual fee that the Customer or Supplier must pay for the creation of an Account of the account type "complete."

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

If the Customer submits documentation for the Assessment of a product or good, the terms and conditions of the Supplier apply.

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

These General Terms and Conditions apply to the Contract signed by the Customer or the Supplier with Byggvarubedömningen for connection to and use of the Web Service.

### **1.4 Scope of the concession**

#### 1.4.1 Scope of the concession Customer

Byggvarubedömningen provides, on the basis of these General Terms and Conditions, a non-exclusive licence to use the Web Service.

#### 1.4.2 Scope of the concession Supplier

Byggvarubedömningen provides, on the basis of these General Terms and Conditions, a non-exclusive licence to use the Web Service. Depending on the type of Account that the Supplier has chosen to open with Byggvarubedömningen, the Supplier can have access to all or limited parts of the Web Service.

### **1.5 Copyright and right of use**

Information that is available via the Web Service is protected in accordance with the Swedish Act on Copyright (1960:729). Copyright is assigned to Byggvarubedömningen. The copyright on assessments made by Byggvarubedömningen and other material created by

Byggvarubedömningen is the exclusive property of Byggvarubedömningen. The same applies to all changes and additions. Byggvarubedömningen is entitled to share with a third party information regarding assessment symbols relating to the assessed products.

The Customer or 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.

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

### 1.6.1 Establishment of the Contract

The Contract is established by the future Customer or Supplier entering the company information on Byggvarubedömningen's website ([www.byggvarubedomningen.se](http://www.byggvarubedomningen.se)) using the "Create account" function, and then providing information about the User and approving these General Terms and Conditions by clicking on the "Submit" button. If that company information about the Customer or Supplier is already contained in Byggvarubedömningen's Web Service, this can be reused, and only information about the User is to be entered in the "Create account" function, after which the same procedure for the approval of these General Terms and Conditions applies.

### 1.6.2 Log-in details

When the Contract has been signed in accordance with 1.6.1, a unique log-in code is created for the Customer or Supplier's User, which is sent by e-mail to the Customer or Supplier's User. Byggvarubedömningen should be contacted if the Customer or Supplier's User has 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 Customer or the Supplier and User**

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

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

### **2.2 The Customer or Supplier's and User's commitments**

#### 2.2.1 Own use Customer, Supplier and their User

Through the Contract, the Customer and their Users gain the right to supply information and details about their own products to the Web Service and to make use of Assessments, information and details from the Web Service as a basis for their own assessments and for use in their own business practice.

Through the Contract, the Supplier and their Users gain the right to supply information and details about their own products to the Web Service and to make use of Assessments, information and details as a basis for their own assessments and use in their business practice. In the event that the "Supplier Full" Account has been signed, the Supplier and their Users are also entitled to use, in their own business practice, Assessments, information and details for products in the Web Service other than their own.

Under no circumstances may the Customer, the Supplier or their Users transfer the possibility for external parties to use all or part of the Web Service. The Contract does not entitle the Customer or their Users to use the Web Service in any other way than that expressed in these General Terms and Conditions.

The Customer and their Users may:

- a) store, electronically or in any other way, Assessments, information and details from the Web Service for their own use.
- b) in contacts, contracts, etc., with third parties, refer to Assessments, information and details in the Web Service, provided that the source is stated in its entirety and Byggvarubedömningen's assessment symbols are used.

The Supplier and their Users may:

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

The Supplier and their Users may also, in the event that a "Supplier Full" Account has been established, apart from items c) and d):

- e) store, electronically or in any other way, Assessments, information and details from the Web Service for their own use.
- f) in contacts, contracts, etc., with third parties, refer to Assessments, information and details in the Web Service, provided that the source is stated in its entirety and Byggvarubedömningen's assessment symbols are used.

Under no circumstances may the Customer, the Supplier and/or User:

- g) enable external parties to access the Web Service by providing log-in details.
- h) enable external parties to read or use Assessments, information or details from the Web Service that the User has saved from the Web Service for their own use, apart from what applies for the Supplier and their User in accordance with item d).
- i) 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 Byggvarubedömningen.
- j) publish in book form, digital form or in any other form collections of or adaptations of Assessments, information and details from the Web Service without obtaining prior written consent from Byggvarubedömningen.

### 2.2.2 The Customer, Supplier and User's responsibilities

It is the responsibility of the Customer or Supplier and their Users to ensure that Byggvarubedömningen's Web Service is not used in contravention of the General Terms and Conditions and that the allocated log-in details (authorisation codes) and suchlike are stored in a secure manner.

The Customer or Supplier and their Users are responsible for ensuring that use of the Web Service is made using the allocated log-in details.

If the Customer, the Supplier or their Users discover or suspect an error in the Web Service, this must be reported immediately to Byggvarubedömningen.

### **2.3 Application for assessment**

The Customer, the Supplier or their Users apply for Assessment for a product or good using the "Apply for assessment" function or, where appropriate, the "Apply for reassessment" function in the Web Service. The Customer, the Supplier or their Users state in their application the Assessment time within which they wish to receive an Assessment. The amount of the assessment fee depends on the selected Assessment time.

#### 2.3.1 Assessment time 10 working days

If the Customer, the Supplier or their Users select the Assessment time of 10 days, the Customer, the Supplier or their Users will receive a preliminary Assessment within 10 working days or 14 calendar days. After the Customer, Supplier or their Users have received a preliminary Assessment, they have a time frame of 10 working days or 14 calendar days to respond to Byggvarubedömningen regarding the preliminary Assessment. If the Customer, Supplier or their Users respond within the time frame with supplementary information or with questions/answers, Byggvarubedömningen again has 10 working days or 14 calendar days to revert with an updated preliminary Assessment. The process continues in this way until Byggvarubedömningen has documentation for a final Assessment. After final Assessment, the Assessment is published on the Web Service.

In the event that the Customer, Supplier or their Users do not provide respond within the time frame or make a request to Byggvarubedömningen for an extended time frame, Byggvarubedömningen is entitled to publish the Assessment.

#### 2.3.2 Assessment time 2 working days

If the Customer, the Supplier or their Users select the Assessment time of 2 days, the Customer, the Supplier or their Users will receive a preliminary Assessment within 2 working days or 4 calendar days. After the Customer, Supplier or their Users have received a preliminary Assessment, they have a time frame of 2 working days or 4 calendar days to respond to Byggvarubedömningen regarding the preliminary Assessment. If the Customer, Supplier or their Users respond within the time frame with supplementary information or with questions/answers, Byggvarubedömningen again has 2 working days or 4 calendar days to revert with an updated preliminary Assessment. The process continues in this way until Byggvarubedömningen has documentation for a final Assessment. After final Assessment, the Assessment is published on the Web Service.

In the event that the Customer, Supplier or their Users do not provide respond within the time frame or make a request to Byggvarubedömningen for an extended time frame, Byggvarubedömningen is entitled to publish the Assessment.

### 2.3.3 Application for Assessment under a separately signed confidentiality agreement

When applying for Assessment of a product or good, the Customer, Supplier or their Users can in certain instances request that part of the documentation material provided be processed under a formal confidentiality agreement. Information covered by a confidentiality agreement is secret.

When applying for assessment of a product or good, the Customer, Supplier or their Users must ask what information is to be classified as confidential and also provide the contact details of the contact person at the Customer or Supplier.

On request from the Customer, Supplier or their Users to sign a confidentiality agreement, Byggvarubedömningen will contact the contact person provided. The Assessment will only commence after the confidentiality agreement has been signed, and all the information for the Assessment (including that which is confidential) has been provided to Byggvarubedömningen.

The assessment time for Assessments under confidentiality agreements and containing confidential information depends on each individual assessment case, which is why the time for Assessment cannot be specified more exactly.

## **2.4 Provision of public, Non-public or confidential information when applying for assessment.**

### 2.4.1 Public information

All documentation material for a product or good, such as construction product declaration, environmental product declaration, safety data sheet or suchlike and which has been provided to Byggvarubedömningen by the Customer, Supplier or their Users when applying for Assessment of a product or good, will be processed as public information unless the Customer, Supplier or their Users have specifically requested otherwise.

The fact that information is public entails that it will be fully available in the Web Service for all of the Customers, Suppliers and Users that have registered a Contract or Account that allows full access to the Web Service.

### 2.4.2 Non-public information

When applying for Assessment of a product or good, the Customer, Supplier or their Users can in certain instances request that part of the documentation material provided be processed as non-public information.

Non-public information pertains to information on a product or good that a Customer, Supplier or their Users have specifically stated that they do not want to display publicly on the Web Service. For information to be classified as non-public information, the Customer, Supplier or Users must have specified this information specifically in the Byggvarubedömningen's "Appendix for Non-public information" or as otherwise instructed by Byggvarubedömningen.

Non-public information also pertains to information that emerges during Byggvarubedömningen's process for Assessment, and which could lead to a third party

gaining knowledge of information that the Customer, Supplier or Users provided in the "Appendix for Non-public information." Any information that is generally known to the public is never classified as non-public information. In this item, third party refers to anyone other than the Customer, Supplier or Users and also parties other than employees and/or elected officials of Byggvarubedömningen and consultants engaged by Byggvarubedömningen.

Byggvarubedömningen commits to ensuring that employees and elected officials of Byggvarubedömningen and consultants engaged by Byggvarubedömningen have signed a confidentiality undertaking related to non-public information before such information is shared with them.

Byggvarubedömningen agrees not to disclose non-public information to a third party. Non-public information may only be provided to third parties if Byggvarubedömningen has received written agreement from the Customer, Supplier or authorised User.

Byggvarubedömningen is not liable, toward the Customer, Supplier or Users, for any financial damage caused by an employee or elected official of Byggvarubedömningen or that a consultant engaged by Byggvarubedömningen has caused to a Customer, a Supplier or Users through the leaking of non-public information regarding a product or good to a third party.

It is the responsibility of the Customer, the Supplier and their Users to check that all information has been processed correctly when Byggvarubedömningen provides feedback with the product or good's preliminary assessment to the Customer or the Supplier for review, in accordance with the process described in items 2.3.1-2.3.3.

Note that Byggvarubedömningen is not responsible for financial damage attributable to the case that Byggvarubedömningen has published an Assessment when the Customer, Supplier or their Users have not provided feedback within the time frame described in items 2.3.1-2.3.3.

#### 2.4.3 Confidential information

For information to be classified as confidential information, Byggvarubedömningen is required to sign a formal confidentiality agreement with Byggvarubedömningen.

All information that is to be classified as confidential must be excluded from upload in the Web Service in conjunction with an Assessment for a product. Note that there must be some public information about the product or good for it to be assessed at all and appear on the Web Service, such as information that makes it possible to search for the product or good and information that must be available about the product or good according to law.

Confidential information provided to Byggvarubedömningen will not be uploaded to the Web Service. In the section of the Assessment that is public, any subject classifications (e.g. carcinogenic) will be visible on the Web Service, even if the substance itself or its concentration in the product or good are confidential.



### **3 Byggvarubedömningen's commitments**

#### **3.1 Accessibility of the Web Service**

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

#### **3.2 Information on news**

News information is available on Byggvarubedömningen's website.

#### **3.3 Support**

Byggvarubedömningen offers the Customer, Supplier and User support in terms of use of the Web Service in terms of access (log-in, authorisation code, etc.) and the Web Service's various functions.

Byggvarubedömningen's website has a special section for support. In this section, the Customer, Supplier and their Users can find tabs with information on:

- a) FAQ: This tab contains answers to the most frequently asked questions.
- b) Manuals: Manuals for various Web Service functions can be read here and downloaded.
- c) Contact us: This contains the contact information that applies at any given time and details of the opening hours for telephone support. There is also a form here that offers the possibility to submit questions by e-mail.

### **4 Liability**

#### **4.1 Byggvarubedömningen's liability**

Byggvarubedömningen 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 Byggvarubedömningen. Nor is Byggvarubedömningen liable for indirect damage or consequential damage that may affect the Customer, Supplier or their Users.

##### 4.1.1 Byggvarubedömningen's liability toward the Customer and their Users

The Customer or their Users are not entitled to compensation as a result of deficiencies in availability or support.

Byggvarubedömningen's liability to provide compensation is limited under any circumstances to a maximum amount that corresponds to the Annual fee paid by the Customer each year.

#### 4.1.2 Byggvarubedömningen's responsibility to Supplier and their Users

The Supplier or their Users are not entitled to compensation as a result of deficiencies in availability or support.

Byggvarubedömningen makes environmental assessments of the Supplier's products based exclusively on the documentation material, such as construction product declaration, environmental product declaration, safety data sheet or suchlike, as provided by Byggvarubedömningen. Byggvarubedömningen does not check the material supplied and thus does not guarantee the accuracy or quality of the supplied material. Byggvarubedömningen discharges itself from every form of liability for all errors and damage that may arise as a result of wrong and/or incomplete material provided to Byggvarubedömningen.

Byggvarubedömningen'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 Byggvarubedömningen has no control, such as war, sabotage, acts of terror, requisition, rebellion, riots, fire, water damage, lightning strikes, natural disasters, labour 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 The Customer, Supplier and Users' responsibilities**

The Customer or the Supplier and their Users are 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.

The Customer, the Supplier and Users are responsible for the material, such as construction product declaration, environmental product declaration, safety data sheet or similar provided to Byggvarubedömningen when applying for assessment of a product, is complete and correct. Errors must be reported immediately to Byggvarubedömningen.

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

#### **5.1 Duration**

##### 5.1.1 Contract duration for Accounts with an Annual fee

The contract duration for Accounts with an Annual fee is twelve (12) months and applies from the date the Account is opened.

The Contract is extended by twelve (12) months at a time unless the Contract is terminated by one of the Parties not later than three months before the end of the twelve-month period.

#### 5.1.2 Contract duration for Account with Assessment fee

The Contract duration for Accounts with only an Assessment fee is until further notice and applies from the date that the Account is opened.

#### 5.1.3 Contract duration for accounts with Logbook fee

The contract duration for Account with Logbook fee is until further notice and applies from the date the Account was opened.

### **5.2 Terms of notice**

#### 5.2.1 Termination of Account with an Annual fee

A party can terminate the Contract, Account with Annual fee, not later than three (3) months before the end of the 12-month period. The Contract will then cease to apply after the end of the 12-month period.

#### 5.2.2 Termination of Account with an Assessment fee

A party can terminate the Contract, Account with only Assessment fee, by observing a three (3)-month period of notice.

#### 5.2.3 Termination of Account with Logbook fee

A party can terminate the Contract, Account with Logbook fee, by observing a three (3)-month period of notice.

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

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

Byggvarubedömningen owns the copyright for Assessments, information and details published on the Web Service. Byggvarubedömningen evaluates if and for how long Assessments, information and details for products are to be available on the Web Service following termination of the Contract. However, on written request from the Customer or Supplier, Byggvarubedömningen is obligated to remove assessments, information and details from the Web Service for the specified products. After removal of the products, they are no longer searchable on the Web Service, but Assessments, information and details will be available for Logbooks in which the products already appear.

After termination of the Contract, the Customer, the Supplier and their Users are no longer entitled to use Assessments, information and details from the Web Service that the Customer, Supplier and their Users have stored, electronically or otherwise, for their own use.

### **5.4 Premature termination**

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

The Contract can also be unilaterally terminated by Byggvarubedömningen if the Customer, Supplier or their Users have used the Web Service in an inappropriate manner.

Examples of unauthorised use are:

- that the Customer, Supplier or their Users disseminate 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 Customer, Supplier or their Users use server software on Byggvarubedömningen's web hotel without Byggvarubedömningen's consent.
- that the Customer, Supplier or Users behave in a manner that results in inconvenience for Byggvarubedömningen, Byggvarubedömningen's Web Service, other subscribers or the Internet and the system connected with it.

The Contract's premature termination entails that Byggvarubedömningen retains any Annual fee and Assessment fee already paid.

If the Customer, Supplier or their Users' use of the Web Service results in damages for Byggvarubedömningen, Byggvarubedömningen is entitled to compensation.

## **6 Fees**

### **6.1 Fee amount**

The fee is paid for the service ordered according to Byggvarubedömningen price list that applies at any one time. For the applicable price list, see Byggvarubedömningen's website ([www.byggvarubedomningen.se](http://www.byggvarubedomningen.se)).

### **6.2 Fee payment**

#### 6.2.1 Annual fee

Payment of the Annual fee is to be made annually in advance through payment to the Account indicated by Byggvarubedömningen. On extension of the Contract, the Customer or the Supplier receives an invoice not more than two months prior to the end of the Contract duration.

#### 6.2.2 Assessment fee

Payment of the Assessment fee is made through payment to the account indicated by Byggvarubedömningen and each Assessment is invoiced separately two weeks after the application is made.

#### 6.2.3 Logbook fee

The Customer, the Supplier and/or their Users pay a Logbook fee for the use of Byggvarubedömningen's Logbook Tool. The Logbook fee is invoiced quarterly in arrears.

#### 6.2.4 Payment time

Payment of the fee is to be made thirty (30) days after the invoice date. After this date, interest for late payment will be charged in accordance with the Swedish Interest Act

(1975:635). Byggvarubedömningen is entitled to charge a reminder fee and a fee for a paper invoice in accordance with the applicable price list. Byggvarubedömningen is entitled to render the Customer, the Supplier and their Users' log-in details inoperable while awaiting payment.

## **7 Changes to the Contract, the General Terms and Conditions and Fees**

### **7.1 Change of functions in the Web Service, the Contract and the General Terms and Conditions**

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

If changes to the General Terms and Conditions are made, these are to be communicated on Byggvarubedömningen's website ([www.byggvarubedomningen.se](http://www.byggvarubedomningen.se)) and by e-mail or some other way to the Customer or Supplier and their Users not less than 15 days before the changes come into force. Customers or 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. Such termination does not entail a right to repayment of an already paid Annual fee, Assessment fee or Logbook fee.

The General Terms and Conditions are available on Byggvarubedömningen's website ([www.byggvarubedomningen.se](http://www.byggvarubedomningen.se)) at any given time. It is the responsibility of the Customer, Supplier and their Users to familiarise themselves with these.

## **8 Processing of personal data**

Byggvarubedömningen processes personal data in the manner presented on Byggvarubedömningen's website ([www.byggvarubedomningen.se](http://www.byggvarubedomningen.se)).

## **9 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 Stockholm City Court.