

General Terms and Conditions for Byggvarubedömningen

1 General

1.1 About the General Terms and Conditions and Byggvarubedömningen

These General Terms and Conditions apply to BVB Service AB's (Byggvarubedömningen) Customers and Users when using Byggvarubedömningen's Service.

Byggvarubedömningen provides a Service to its Customers, which includes various functions and service offerings. The Customer may apply for an Assessment of its product or article, search for products and articles that have undergone Assessment, or use the Logbook service. The Customer is thereby able, within the Service, to select products and articles that have undergone an Assessment, thereby enabling a sound and non-toxic built environment. The Service is available to Users to whom the Customer has granted access in accordance with the Agreement.

Byggvarubedömningen owns and develops a platform for the assessment of construction-related products and articles, through which the products and articles are reviewed based on three aspects: chemical content and life cycle aspects (Environmental Assessment), and Sustainable Supply Chains. Byggvarubedömningen establishes assessment criteria for the three aspects and, based on a review of how the products and/or articles meet the criteria, assesses them at three levels: Recommended (green), Accepted (yellow), and Avoided (red). With respect to Assessment of Sustainable Supply Chains, only the first two levels and Action Plan apply.

1.2 Definitions

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

General Terms and Conditions	These general terms and conditions, which govern the Customer's and Users' use of the Service.
User	Natural persons who have been provided with login credentials to the Service and who, on behalf of the Customer, are able to use the Service in accordance with the Agreement.
Business Day	A non-public-holiday Monday to Friday on which Byggvarubedömningen's office is open.
Agreement	The agreement entered into between Byggvarubedömningen and the Customer when the Customer registers for the Service and accepts these General Terms and Conditions.
Sustainable Supply Chains Assessment	The assessment of a product or article carried out by Byggvarubedömningen by reviewing the self-assessment questionnaire completed by the Customer and the submitted documentation, resulting in the product/article receiving an assessment result: Recommended, Accepted, or Action Plan.
Assessment	Assessment is a collective term for both Environmental Assessments and Sustainable Supply Chains Assessments.
Byggvarubedömningen	BVB Service AB
Company Subscription for Environmental Assessments	A subscription entered into by a supplier, for which the supplier pays an annual fee, relating to ongoing and published Environmental Assessments in Byggvarubedömningen's product database.
Processing Time	The period required for Byggvarubedömningen to process an environmental assessment from the time a new application or supplementary information in an ongoing assessment has been received until a preliminary assessment has been decided and sent to the Customer.
Account	A User's personal account and login to the Service.

Logbook	Refers to the Logbook function, which forms part of the Service.
Logbook Fee	The fee payable by the Customer in order to access and use Byggvarubedömningen's Logbook service.
Environmental Assessment	The environmental assessment of a product or article carried out by Byggvarubedömningen by reviewing documentation submitted by the Customer and resulting in the product receiving an assessment result: Recommended, Accepted, or Avoided.
Reassessment	An update of an Assessment initiated by the Customer or by Byggvarubedömningen. A Reassessment shall be carried out in the event of changes to the assessment documentation or within four years from the latest publication date.
Party/Parties	Refers to Byggvarubedömningen and the Customer, jointly or individually.
Product Database	The part of the Service in which Users may, on behalf of the Customer, search for products and articles that have undergone Assessment.
Revision of Assessment	An update of an Assessment initiated by Byggvarubedömningen due to changes in legislation and/or assessment criteria.
Self-Assessment Questionnaire	The document completed by Users on behalf of the Customer in Byggvarubedömningen in order to describe the Customer's work with sustainable supply chains.
Service	Byggvarubedömningen's platform with functions and services that Byggvarubedömningen has expressly stated from time to time shall be included in the Service and which Byggvarubedömningen has made available to the Customer through the Agreement.
Web Hosting	Web Hosting refers to the technical operating environment, including servers, storage and related

	infrastructure, provided by Byggvarubedömningen or its subcontractors for the operation of the Service.
Annual Fee	The annual fee payable by the Customer for its Account in accordance with the price list applicable from time to time. In these General Terms and Conditions, the terms above may be used in the singular and plural as well as in definite and indefinite form.

1.3 Scope of the Terms and Conditions

These General Terms and Conditions apply to the Agreement entered into by the Customer with Byggvarubedömningen for connection to and use of the Service.

1.4 Copyright

Byggvarubedömningen holds the copyright to all material created by Byggvarubedömningen in the Service, such as Environmental Assessments, Sustainable Supply Chains Assessments and assessment criteria; see the Swedish Copyright Act (1960:729). Byggvarubedömningen has the right to disclose information concerning assessment symbols linked to assessed products to third parties.

1.5 Formation of the Agreement and login credentials

1.5.1 Formation of the Agreement

The Agreement shall be deemed to have been entered into when the Customer has registered for the Service and, in connection therewith, expressly accepted these General Terms and Conditions.

The Agreement is entered into between Byggvarubedömningen and the legal entity stated upon registration ("the Customer"). The person completing the registration confirms that he or she is authorised to represent the Customer.

Byggvarubedömningen has the right to provide and amend the registration procedure for the Service.

1.5.2 Login credentials

In order to use the Service, each User shall be assigned personal login credentials or use another authentication solution applied by Byggvarubedömningen from time to time, such as multi-factor authentication.

Login credentials and authentication methods are personal and may not be shared with others. The Customer is responsible for ensuring that Users handle their login credentials and authentication methods securely.

Byggvarubedömningen is not responsible for unauthorised access resulting from a User's failure to properly handle their login credentials or authentication methods.

1.6 Data Processing Agreement

In certain cases, Byggvarubedömningen processes personal data on behalf of the Customer. Such processing of personal data is governed by a separate data processing agreement (DPA) between Byggvarubedömningen and the Customer. In the event of any conflict between these General Terms and Conditions and the DPA, the DPA shall prevail.

2 Use of the Service

2.1 Meaning and scope of the licence

Byggvarubedömningen grants the Customer a non-exclusive right to use the Service in accordance with these General Terms and Conditions.

The right to use the Service may include all or parts of the Service, depending on the Customer's selected service offering.

The Customer has the right to connect persons to its organisation as Users of the Service. Each Account is personal.

If the Customer purchases additional services that are not expressly regulated in these General Terms and Conditions, such services shall be subject to these terms in applicable parts, unless otherwise stated in separate terms for such additional service.

2.2 The Customer's general obligations

The Customer is responsible towards Byggvarubedömningen for ensuring that the Customer's Users use the Service only in accordance with these General Terms and Conditions. The Customer is fully responsible for which persons are granted access to the Service, which roles and access levels are assigned, and for all actions taken by Users within the Service. All fees arising through the selection of service offerings or use of the Service shall be borne by the Customer. Users may only use the Service on behalf of the Customer in the Customer's business operations.

The Customer shall also ensure that:

- a) login credentials are not assigned to anyone who is not employed by the Customer,
- b) information provided by Users to Byggvarubedömningen is accurate and that the User is authorised to provide the information on behalf of the Customer,
- c) Users whose employment with the Customer ends are no longer able to continue using the Service once the employment has ended,
- d) material from the Service is used and shared only in accordance with section 2.6.1, and
- e) errors or suspected errors in the Service are reported to Byggvarubedömningen without delay.

2.3 Company Administrator

The person who first registers the Customer for the Service is automatically assigned the role of Company Administrator.

Company Administrators have the right, on behalf of the Customer, to administer the Customer's organisation in the Service and to register, invite, assign, amend and revoke roles and access levels for Users, including external persons granted access under the Customer's organisation. Company Administrators also have the right, on behalf of the Customer, to select and assign the service offering made available within the Service from time to time.

Through the functions of the Service, personal data relating to Users may be visible to other Users within the same organisation to the extent resulting from the design of the Service. Within the functions of the Service, Company Administrators have access to information registered within the Customer's organisation, including information that is not public to other Customers.

Byggvarubedömningen is not responsible for internal authorisation decisions or for the information that Users within the Customer's organisation gain access to through the functions of the Service.

If the Customer has no User with the role of Company Administrator, Byggvarubedömningen may appoint such role.

2.4 External Users

Company Administrators have the right, on behalf of the Customer, to invite and register external persons as Users under the Customer's organisation in the Service. Such external person shall, for the purposes of the Agreement, be deemed to be a User and shall be subject to the same rights and obligations under these General Terms and Conditions as other Users.

The Customer is fully responsible for External Users' access to and use of the Service and for the actions taken by them. Byggvarubedömningen is not responsible for External Users' use of the Service or for the information to which they gain access through the functions of the Service.

2.5 General provisions for Users

When using the Service, Users shall:

- a) keep assigned login credentials, authorisation codes and/or other means of authentication secure,
- b) use the Service only by means of personally assigned login credentials and/or authentication methods,
- c) not disclose their login credentials and/or means of authentication to any other person or otherwise enable unauthorised persons to access the Service,
- d) not use the Service or information retrieved from it for private purposes or for any purpose other than to perform their duties for the Customer,
- e) not download or store Assessments, information or data from the Service on a private computer or other media not belonging to the Customer,
- f) not share, disclose or otherwise make available material from the Service in breach of section 2.6.1,
- g) return or destroy login credentials if the User's employment with the Customer ends, and
- h) not otherwise use the Service in breach of the General Terms and Conditions.

2.6 Use of the Service

2.6.1 Use and sharing of material from the Service

Users may, on behalf of the Customer:

- a) use material from the Service in the Customer's business operations and store such material electronically or otherwise,
- b) in contacts, agreements, etc. with third parties, refer to Assessments, information and data in the Service, provided that the source is stated in full and Byggvarubedömningen's

assessment symbols are used,

c) forward material from the Service relating to the Customer's products to third parties, provided that the source is stated in full and that it is made clear to the recipient that the recipient is not entitled to further forward the material, and

d) not, whether in book form, digital form or otherwise, publish material from the Service without the prior written consent of Byggvarubedömningen.

2.6.2 Specific provisions regarding Environmental Assessments

2.6.2.1 Application for Environmental Assessments

In order to apply for Environmental Assessments, Users must, on behalf of the Customer, enter into a Company Subscription for Environmental Assessments with Byggvarubedömningen, which is done in the Service by the Customer's Company Administrator. Applications for Environmental Assessment of the Customer's product or article are made in the Service.

The Customer shall ensure that material such as building product declarations, environmental product declarations, safety data sheets or similar documents provided to Byggvarubedömningen when applying for assessment of a product is complete and accurate. Any inaccuracies shall be reported to Byggvarubedömningen without delay. Byggvarubedömningen has the right to correct deficiencies and/or errors in material submitted in connection with an application for Environmental Assessment.

Byggvarubedömningen also has the right, in other respects, to correct inaccurate or deficient information registered in the Service.

2.6.2.2 Processing Time for Environmental Assessments

When the Customer applies for an Environmental Assessment, the Customer receives a preliminary Environmental Assessment within 10 Business Days. When the Customer applies for a Reassessment, the Customer receives a preliminary Reassessment within 20 Business Days. After the Customer has received a preliminary Environmental Assessment, the Customer has a period of 10 Business Days to respond to Byggvarubedömningen regarding the preliminary Environmental Assessment. If the Customer responds within the time period with supplementary information or with questions/answers, Byggvarubedömningen shall again have 10 Business Days, or 20 Business Days for a Reassessment, to respond with an updated preliminary Environmental Assessment. The process continues until Byggvarubedömningen has the documentation required for a final Environmental Assessment/Reassessment, or until the Customer has notified that the Environmental Assessment may be published based on the existing information. Following final Environmental Assessment/Reassessment, the Environmental Assessment/Reassessment is published in the Service.

If the Customer does not respond within the time period and has not notified Byggvarubedömningen of a request for an extended time period, Byggvarubedömningen has the right to publish the Environmental Assessment/Reassessment.

The stated processing times of 10–20 Business Days are indicative and are normally observed. Deviations may occur in exceptional cases, for example in the event of high workload or other unforeseen circumstances. Byggvarubedömningen reserves the right to a reasonable extension of the Processing Time in such situations and is not responsible for any consequences of such extension.

2.6.2.3 Provision of public, non-public or confidential information when applying for Environmental Assessment

Public information

All documentation material for a product or article, such as building product declarations, environmental product declarations, safety data sheets or similar documents, provided to Byggvarubedömningen by the Customer when applying for Environmental Assessment of a product or article, will be treated as public information unless the Customer has specifically requested otherwise. The assessment result will always be regarded and handled as public information.

That information is public means that it will be fully available in the Service to all Users who have access to Byggvarubedömningen's Product Database.

Non-public information

When applying for Environmental Assessment of a product or article, the Customer may request that parts of the documentation material provided be treated as non-public information.

Non-public information means information concerning a product or article that the Customer has specifically stated that it does not wish to be displayed publicly in the Service. In order for information to be classified as non-public information, the Customer must have specifically specified this information in Byggvarubedömningen's "Annex for Non-Public Information" or in another manner instructed by Byggvarubedömningen.

Non-public information also includes information that has emerged in Byggvarubedömningen's Environmental Assessment process and that may lead to a third party becoming aware of information that the Customer has provided in the "Annex for Non-Public Information". Information that is generally known can never be classified as non-public information. In this section, third party means any person other than the Customer, as well as persons other than employees and/or elected representatives of Byggvarubedömningen and contractors engaged by Byggvarubedömningen.

After publication of an Assessment, non-public information remains available only to Byggvarubedömningen. Non-public information is not available to the Customer via the Service. Feedback during the assessment process concerning non-public information, such as questions and supplementary requests, is provided to the User who applied for the Assessment and/or to the Company Administrator.

Byggvarubedömningen undertakes to ensure that employees and elected representatives of Byggvarubedömningen and contractors engaged by Byggvarubedömningen have entered into confidentiality undertakings concerning non-public information before they are given access to such information.

Byggvarubedömningen undertakes not to disclose non-public information to third parties. Non-public information may be disclosed to third parties only if Byggvarubedömningen has obtained the Customer's written consent. However, Byggvarubedömningen shall not be liable towards the Customer for financial loss caused to the Customer by an employee or elected representative of Byggvarubedömningen or a contractor engaged by Byggvarubedömningen having leaked non-public information concerning a product or article to a third party.

The Customer is responsible for verifying that all information has been handled correctly when Byggvarubedömningen provides feedback to the Customer with the preliminary Assessment of the product or article for review. Byggvarubedömningen is not responsible for damage arising where Byggvarubedömningen has published an Assessment because the Customer did not respond within the stated time period.

Non-public information from third parties

The provisions concerning non-public information also apply to information provided to Byggvarubedömningen by third parties, such as manufacturers, on behalf of the Customer. The Service is not available to third parties.

Feedback concerning information provided by third parties, such as questions and supplementary requests, is provided to the third party.

The Customer is responsible for information provided by third parties on behalf of the Customer. The Customer is also responsible for ensuring that third parties respond within the stated time period. Byggvarubedömningen is not responsible for damage arising where Byggvarubedömningen has published an Assessment because the third party did not respond within the stated time period.

Byggvarubedömningen shall not be liable towards the Customer for damage caused to the Customer by an employee or elected representative of Byggvarubedömningen or a contractor engaged by Byggvarubedömningen having leaked non-public information from a third party concerning a product or article to another third party.

A request that information from a third party be treated as non-public may only be made by the Customer. The Customer is responsible for verifying that information from third parties has been handled correctly when Byggvarubedömningen provides feedback to the Customer with the preliminary Assessment of the product or article for review, in accordance with the stated process.

2.6.2.4 Application for Assessment under a separately entered into confidentiality agreement

When applying for Environmental Assessment of a product or article, the Customer may request that part of the documentation material provided be treated under a formal confidentiality agreement to be provided by Byggvarubedömningen. Information covered by a confidentiality agreement is confidential.

When applying for Environmental Assessment of a product or article, the Customer shall specify which information is to be subject to confidentiality and provide contact details for the contact person at the party that is to disclose confidential information.

Upon the Customer's request to enter into a confidentiality agreement, Byggvarubedömningen will contact the designated contact person. The Assessment will not commence until the confidentiality agreement has been entered into and all information required for the Environmental Assessment, including the confidential information, has been provided to Byggvarubedömningen.

All information to be classified as confidential information shall be omitted from upload to the Service in connection with an application for Environmental Assessment of a product. Please note that certain public information about the product or article must exist in order for it to be assessed and displayed in the Service at all, for example information that makes

it possible to search for the product or article, as well as information that must be provided about the product or article under applicable legislation.

Confidential information provided to Byggvarubedömningen will not be uploaded to the Service. However, in the public part of the Environmental Assessment, any substance classifications, such as "carcinogenic", will be visible in the Service even if the substance itself or its concentrations in the product or article are confidential. The confidentiality obligation does not apply to information that is generally known or otherwise publicly available.

The assessment time for Assessments under a confidentiality agreement and involving confidential information depends on each individual assessment matter, and therefore the time for Assessment cannot be specified in greater detail.

2.6.2.5 Byggvarubedömningen's right to use documentation material that is public information and has been submitted in connection with an application for Environmental Assessment for purposes other than conducting Environmental Assessments

The Customer retains ownership and any intellectual property rights to the documentation material provided by the Customer to Byggvarubedömningen within the scope of the Service. By providing such documentation material that is public information, the Customer grants Byggvarubedömningen an irrevocable right, not limited in time, to use, store, process and make available the documentation material within the scope of the Service. To a certain extent, the right also includes use for other purposes compatible with Byggvarubedömningen's operations, such as research, education and reporting purposes. However, the Customer may mark specified products or articles as discontinued from the range, and Byggvarubedömningen may also do so upon written request by the Customer. Such products or articles will still be searchable in the Product Database by means of a specific filter, but cannot be added to new Logbooks.

As stated above, the Customer is not entitled to require that documentation referred to in this section be removed from the Product Database or from Logbooks in which the documentation material already appears, even if the Customer marks specific products as discontinued from the range. The other provisions applicable to the processing of public information submitted in connection with an application for Environmental Assessment are set out in section 2.6.2.3.

2.6.4 Sustainable Supply Chains

The User has the right, on behalf of the Customer, to provide information and apply for assessment of Sustainable Supply Chains for its products in Byggvarubedömningen. In order to do so, the product must have been assessed for chemical content and life cycle aspects (Environmental Assessment) and published in Byggvarubedömningen. The Customer shall ensure that the material, such as the self-assessment questionnaire or similar, provided to Byggvarubedömningen when applying for Assessment of Sustainable Supply Chains is complete and accurate. Any inaccuracies shall be reported to Byggvarubedömningen without delay. Byggvarubedömningen has the right to correct deficiencies and/or errors in material submitted in connection with an application concerning Sustainable Supply Chains.

There are three levels within Sustainable Supply Chains: Information Available, Self-Assessment Questionnaire Completed, and Self-Assessment Questionnaire Assessed.

When assessed for Sustainable Supply Chains (Self-Assessment Questionnaire Assessed), the product may receive the assessment result Recommended, Accepted, or Action Plan. Information and documents provided in connection with Sustainable Supply Chains become public information on the Customer's product card in Byggvarubedömningen. Assessment of Sustainable Supply Chains is summarised in an assessment document and becomes public information in Byggvarubedömningen only after the Customer has approved this document.

When assessing Sustainable Supply Chains, consultants engaged by Byggvarubedömningen may access the documents required to carry out the assessment. The documentation requirements as well as guidelines for the Processing Time for assessment of Sustainable Supply Chains are available on Byggvarubedömningen's website and in the Service.

2.6.5 Logbook

The Logbook is a function within the Service that enables the Customer to collect, structure and make available information linked to projects, products and materials.

2.6.5.1 Access and visibility

Depending on the Customer's settings and the functions of the Service, the Logbook may be available to Users within the Customer's organisation and to external users invited by the Customer.

The Customer is responsible for which persons are granted access to the Logbook and for the assignment of roles and permissions. Byggvarubedömningen is not responsible for access assigned by the Customer or for information to which Users or external users gain access through the Logbook.

2.6.5.2 Responsibility for content

The Customer is fully responsible for all content registered in the Logbook, regardless of whether the information has been added by the Customer, its Users or a third party. Byggvarubedömningen does not review the content of the Logbook and is not responsible for its accuracy, completeness or currency.

Byggvarubedömningen's responsibility concerning Environmental Assessments is set out in sections 2.6.2.1 and 4.1.2.

The Customer is responsible for ensuring that its own information added to the Logbook is handled in accordance with applicable legislation and that the necessary rights exist to add, store and share the information.

2.6.5.3 Information from third parties

Information added to the Logbook by third parties is added under the Customer's responsibility.

Byggvarubedömningen is not responsible for damage arising as a result of such information or its use.

2.6.5.4 Transfer and change of access

If a Customer that has access to a Logbook is declared bankrupt, or if ownership or control over a project, property or business is transferred to another party, Byggvarubedömningen may, upon written request by an authorised representative, allow access to or administration of the Logbook to be transferred to such party.

The party requesting the transfer shall provide the documentation reasonably requested by Byggvarubedömningen in order to assess the right to access or administer the Logbook.

Byggvarubedömningen has the right to refuse or postpone such transfer if sufficient documentation is not provided or if there is uncertainty regarding the right to the Logbook. Byggvarubedömningen is not responsible for the accuracy of the documentation provided, nor for damage arising as a result of a decision to transfer or not transfer access to the Logbook.

3 Byggvarubedömningen's obligations

3.1 Availability of the Service

Byggvarubedömningen endeavours to ensure that the Service is available around the clock. Byggvarubedömningen has the right to temporarily restrict or interrupt availability of the Service for planned maintenance, updates, security measures or other technical measures. Such measures shall, to the extent possible, be carried out at times that cause the least possible impact on the Customer.

Byggvarubedömningen also has the right, without prior notice, to take measures that affect availability if necessary for security reasons or to remedy faults.

Availability cannot be guaranteed at a higher level than permitted by Byggvarubedömningen's subcontractors and operating environment.

Byggvarubedömningen is not responsible for lack of availability due to circumstances beyond Byggvarubedömningen's control or due to the Customer's or Users' technical equipment, such as internet connection, software or hardware.

3.2 Information to Customer and Users

Byggvarubedömningen provides news and other important information to Customers and Users through Byggvarubedömningen's website, in the Service, by newsletter and by email.

3.3 Support

Byggvarubedömningen offers Users support regarding use of the Service, for example concerning availability, login, authorisation codes, etc., and the various functions of the Service. More information about support and contact details are available on Byggvarubedömningen's website and in the Service.

4 Liability

4.1 Byggvarubedömningen's liability

Byggvarubedömningen disclaims all liability for damage or inconvenience arising as a result of use of the Service or in connection with the support provided by Byggvarubedömningen. Byggvarubedömningen is also not liable for indirect loss or consequential loss that may be suffered by the Customer.

4.1.1 Additional terms concerning Byggvarubedömningen's liability for the Service

The Customer is not entitled to compensation due to deficiencies in the availability of the Service or support.

Byggvarubedömningen's liability for compensation is in all circumstances limited to a maximum amount of five thousand (5,000) Swedish kronor.

4.1.2 Additional terms concerning Byggvarubedömningen's liability for Environmental Assessments

Byggvarubedömningen assesses the Customer's products solely on the basis of the documentation material, such as building product declarations, environmental product declarations, safety data sheets or similar documents, provided to Byggvarubedömningen.

Byggvarubedömningen reviews submitted material but does not guarantee its accuracy. Byggvarubedömningen disclaims all liability for any inaccuracies and damage that may arise as a result of inaccurate and/or incomplete material provided to Byggvarubedömningen. Byggvarubedömningen shall not be liable towards the Customer for damage caused to the Customer by an employee or elected representative of Byggvarubedömningen or a contractor engaged by Byggvarubedömningen having leaked non-public information concerning a product or article to a third party.

Byggvarubedömningen is not responsible for damage arising where Byggvarubedömningen has published an Assessment because the Customer, or where applicable a third party, did not respond in due time.

Byggvarubedömningen has no liability towards third parties for non-public information.

Byggvarubedömningen's liability for compensation is in all circumstances limited to a maximum amount of five thousand (5,000) Swedish kronor. However, if

Byggvarubedömningen and the Customer have entered into a confidentiality agreement, other terms may apply.

4.1.3 Additional terms concerning Byggvarubedömningen's liability for Sustainable Supply Chains

Byggvarubedömningen does not verify the information provided for products marked "Information Available" or "Self-Assessment Questionnaire Completed" and therefore does not guarantee the accuracy or quality of such information.

For products assessed for Sustainable Supply Chains, Byggvarubedömningen assesses the Customer's products solely on the basis of the answers provided in the self-assessment questionnaire and the assessment documentation provided to Byggvarubedömningen.

Byggvarubedömningen reviews submitted material but does not guarantee its accuracy.

Byggvarubedömningen disclaims all liability for any inaccuracies and damage that may arise as a result of inaccurate and/or incomplete material provided to Byggvarubedömningen.

Byggvarubedömningen's liability for compensation is in all circumstances limited to a maximum amount of five thousand (5,000) Swedish kronor.

4.1.4 Force majeure

Any circumstance beyond Byggvarubedömningen's control, such as war, sabotage, terrorist act, requisition, rebellion, riot, pandemic, fire, water damage, lightning strike, natural disaster, labour dispute, burglary, cyber intrusion, act of authority, and fault, deficiency or delay in energy supply, power supply, telecommunications or other communication, as well as fault, deficiency or delay in deliveries from a subcontractor based on such circumstance as referred to in this section, shall constitute grounds for exemption from liability (force majeure).

4.2 The Customer's liability

The Customer is liable for any type of damage caused to third parties as a consequence of use of the Service or of any assessment, information or data obtained from the Service.

The Customer is liable for damage caused to Byggvarubedömningen as a result of the Service being used in breach of the General Terms and Conditions by the Customer or Users.

5 Term and termination

5.1 Contract periods and validity periods

5.1.1 Contract period for service offerings in Byggvarubedömningen

The contract period for service offerings applies from the date on which the service offering was subscribed for.

The Plus service offering is renewed for twelve (12) months at a time unless the service offering is terminated in accordance with section 5.2.1.

If a fixed-term service offering ends, the User's access to the Service shall transfer to the basic service offering applicable from time to time (Basic). The Account remains until it is deleted by the User or by Byggvarubedömningen, for example due to longer-term inactivity.

5.1.2 Contract period for Company Subscription for Environmental Assessments

The contract period for Company Subscription for Environmental Assessments is twelve (12) months and applies from the date on which the subscription was entered into. A Plus service offering is included in the Company Subscription for Environmental Assessments and has the same contract period.

The Company Subscription for Environmental Assessments is renewed for twelve (12) months at a time unless terminated in accordance with section 5.2.2. If the Company Subscription for Environmental Assessments is not renewed, all of the Customer's Assessments will, after the subscription ends, change status in the Product Database and will not be possible to add to new Logbooks.

If, during the applicable twelve-month period, the Customer increases the number of ongoing and published assessments and crosses the threshold to a higher price level, a new twelve-month period will commence.

5.1.3 Contract period for created Logbook

The contract period for created Logbooks is indefinite and applies from the date on which the Logbook was created with Byggvarubedömningen. The Logbook is renewed monthly unless the agreement is terminated in accordance with section 5.2.3.

A prerequisite for creating a Logbook is that the Plus service offering has been subscribed for; see section 5.1.1.

5.1.4 Validity period for Logbook Invitation

The validity period for a User's access to a Logbook to which the User has been invited applies indefinitely, for as long as the Logbook is active.

If the Logbook is deactivated, the User's access remains in read-only mode in accordance with the Service's permission settings. Access to other functions in the Service may at the same time be limited or cease.

5.2 Termination

5.2.1 Termination of the Plus service offering in Byggvarubedömningen

Either Party may terminate the Plus service offering in Byggvarubedömningen no later than one (1) month before the end of the twelve-month period. The service offering shall then cease to apply after the end of the twelve-month period.

5.2.2 Termination of Company Subscription for Environmental Assessments

Either Party may terminate the Company Subscription for Environmental Assessments no later than one (1) month before the end of the twelve-month period. The Company Subscription for Environmental Assessments shall then cease to apply after the end of the twelve-month period. Termination shall be made in writing by email to Byggvarubedömningen.

Termination by the Customer shall be made by the Customer's registered Company Administrator or by another person authorised to represent the Customer in the contractual relationship.

Byggvarubedömningen has the right to assume that termination made from the Customer's registered contact address or by a person who otherwise appears to be authorised is valid and binding on the Customer, but has the right, where necessary, to request proof of authority.

If the Customer lacks a registered Company Administrator or other authorised representative, and renewal of the Company Subscription for Environmental Assessments therefore cannot be carried out, Byggvarubedömningen has the right to terminate the Company Subscription for Environmental Assessments. The same applies if the Customer has been declared bankrupt or may otherwise be assumed to be insolvent.

5.2.3 Termination of created Logbook

Either Party may terminate a created Logbook before transition to the next calendar month. The agreement shall then cease to apply in the following calendar month.

5.3 Consequences of termination of the Agreement

5.3.1 Consequences of termination of Account in Byggvarubedömningen

If an Account is deleted, either by the User or by Byggvarubedömningen, the User's access to the Service ceases.

Personal data linked to the Account is thereafter processed for a limited period in accordance with Byggvarubedömningen's privacy policy applicable from time to time, after which the data is erased or anonymised.

5.3.2 Consequences of termination of Company Subscription for Environmental Assessments in Byggvarubedömningen

After the Company Subscription for Environmental Assessments has ended, the status of Assessments in the Product Database will change and they will not be possible to add to new Logbooks, but they will remain in existing Logbooks where they have already been added.

Byggvarubedömningen's right to publish and retain Assessments and attached documentation material in the Product Database and in already existing Logbooks is not affected by the termination of the Company Subscription for Environmental Assessments or by the Customer requesting that an Assessment be hidden; see section 2.6.2.5.

After termination of the Company Subscription for Environmental Assessments, the Customer no longer has the right to use documentation material from the Service that the Customer and Users have stored electronically, or otherwise use documentation material from the Service on the Customer's own behalf.

5.3.3 Consequences of termination of created Logbook

A Logbook may be deactivated by the Customer or by Byggvarubedömningen, for example in the event of changes to the Customer's service offering or non-payment.

A deactivated Logbook is available in read-only mode only. No User may edit the content of the Logbook. Existing read permissions remain in accordance with the Service's permission settings.

A deactivated Logbook may be reactivated provided that the Customer fulfils the requirements applicable to the Service from time to time.

5.4 Early termination

If the Customer or a User uses the Service in breach of the Agreement and the General Terms and Conditions, or if Byggvarubedömningen for any other reason finds that the Customer's continued access to or use of the Service causes damage or obstruction, or a risk thereof, Byggvarubedömningen has the unilateral right to immediately suspend the Customer's access to the Service and/or terminate the Agreement with immediate effect. The Agreement may also be terminated unilaterally by Byggvarubedömningen if the Customer or a User has used the Service improperly.

Examples of improper use include:

- the Customer or a User disseminating information that may be deemed offensive, immoral or unlawful, committing unlawful acts, or encouraging or enabling another party to commit unlawful acts;
- the Customer or a User using server software on Byggvarubedömningen's web hosting without Byggvarubedömningen's consent;
- the Customer or a User acting in a manner that causes inconvenience to Byggvarubedömningen, Byggvarubedömningen's Service, other subscribers or the Internet and systems connected thereto.

Early termination of the Agreement means that Byggvarubedömningen retains services already paid for.

A user account may be terminated unilaterally by Byggvarubedömningen if the User has not logged into their account for 5 years or longer, or if Byggvarubedömningen receives information that the User has ended their employment with the Customer.

6 Fees

6.1 Amount of fees

Fees are payable for ordered services in accordance with Byggvarubedömningen's price list applicable from time to time. For the applicable price list, see Byggvarubedömningen's website (www.byggvarubedomningen.se).

6.2 Payment of fees

6.2.1 Annual Fee for the Plus service offering

Payment of the Annual Fee for the Plus service offering is made annually in advance by payment to the account designated by Byggvarubedömningen. Upon renewal of the Agreement, the Customer receives an invoice within one month. Invoicing of the Plus service offering in Byggvarubedömningen is made on a rolling basis based on the date on which the service offering was subscribed for.

6.2.2 Fee for Company Subscription for Environmental Assessments

Payment for the Company Subscription for Environmental Assessments is made by advance payment to the account designated by Byggvarubedömningen.

If, during the applicable contract period under section 5.1.2, the Customer increases the number of ongoing and published Assessments and crosses the threshold to a higher price level, the Customer will be invoiced for a new twelve-month period. The remaining time at the lower level is adjusted in the next invoicing period.

6.2.3 Fee for created Logbook

Payment of the monthly fee for Logbook is made by payment to the account designated by Byggvarubedömningen. The Logbook Fee is invoiced monthly in the current month and runs from the month in which the Logbook was created until the month in which it is deactivated/terminated in Byggvarubedömningen.

6.2.4 Fee for Logbook Invitation

Payment of the fee for Logbook Invitation is made by payment to the account designated by Byggvarubedömningen. The fee for Logbook Invitation is invoiced on a rolling basis based on the date on which the Logbook Invitation was accepted.

6.2.5 Fee for Sustainable Supply Chains

Payment of the fee for assessment of Sustainable Supply Chains is made by advance payment to the account designated by Byggvarubedömningen.

6.2.6 Payment period

Payment of fees shall be made thirty (30) days after the invoice date. Thereafter, default interest shall accrue in accordance with the Swedish Interest Act (1975:635).

Byggvarubedömningen has the right to charge a reminder fee and a paper invoice fee in accordance with the applicable price list. Byggvarubedömningen has the right to disable the Customer's and Users' logins pending payment.

7 Amendments to the Agreement, General Terms and Conditions and Fees

Byggvarubedömningen has the right, without prior notice to the Customer, to make changes to the Service that do not materially affect the function of the Service.

If amendments are made to the General Terms and Conditions, such amendments shall be notified through Byggvarubedömningen's website (www.byggvarubedomningen.se) or otherwise to the Customer. A Customer that does not wish to use the Service due to an amendment has the right to terminate the Agreement in writing with immediate effect, provided that this is done before the new terms enter into force. Such termination does not entitle the Customer to repayment of any already paid fee for a Service Offering, Company Subscription for Environmental Assessments, fee for Sustainable Supply Chains, monthly fee for Logbook or fee for Logbook Invitation. If the Customer continues to use the Service after the amended terms have entered into force, including after a reasonable period for consideration, the Customer shall be deemed to have accepted the amendments.

The General Terms and Conditions applicable from time to time are available on Byggvarubedömningen's website (www.byggvarubedomningen.se). The Customer and Users are responsible for reviewing them.

8 Processing of personal data

Byggvarubedömningen processes personal data in accordance with Byggvarubedömningen's privacy policy applicable from time to time, which is available on Byggvarubedömningen's website ([Byggvarubedömningen's Privacy Policy](#)).

9 Disputes arising from the Agreement

Disputes arising from the Agreement shall primarily be resolved through negotiations between the Parties. If the Parties are unable to reach an agreement within thirty (30) days from the date on which one Party has notified the other Party in writing of the dispute, the

dispute shall be finally settled in accordance with Swedish law by Stockholm District Court as the court of first instance.

In the event of discrepancies between the English and Swedish versions of the General Terms and Conditions, the latter shall always prevail.