



## DESCRIPTION OF SERVICES

This document contains descriptions of the services, offered by Varefakta, which Varefakta is obliged to deliver in accordance with the agreement made between the Customer and Varefakta.

### Preparation of labels with VAREFAKTA logo incl. random checks

VAREFAKTA refers to products, labelled with Varefakta's logo and "Kontrolleret af Varefakta" ("Controlled by Varefakta") as well as declared in accordance with Varefakta requirements, as specified in Varefakta's standards.

The overall objective of this service is to ensure that the specific product and declaration are marketed and sold in accordance with the applicable national and EU legislation.

Before Varefakta proceeds with this task, the Customer must fill in the applicable specification form, available on [www.varefakta.dk](http://www.varefakta.dk). Please contact Varefakta for a password. The specification form, as well as other required documentation, stated in the specification form, must be submitted to Varefakta at the Customer's own account.

Varefakta must approve the proof sheet prior to printing of the packaging.

Varefakta is entitled to conduct random checks on products, labelled with VAREFAKTA once a year in the Varefakta's laboratory, external laboratories or in a test institute at the choice of Varefakta, in order to ensure compliance with the declaration of the products.

### Preparation of labels

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must be submitted to Varefakta at the Customer's own account.

### Label check

The overall objective of this service is to ensure that the products in question can be marketed and sold in the specific packaging in accordance with the applicable national and EU legislation. Varefakta checks the packaging in order to ensure that all formal statutory requirements are met. The packaging is further checked for possible misleading and illegal claims.

Varefakta does not examine or assess the specific product or its content, only the label, storytelling and artwork of the product.

Before Varefakta proceeds with this task, the Customer must submit copies of the complete packaging of the products or parts thereof, incl. text, illustrations and declaration. The Customer must submit the packaging artwork to Varefakta in a PDF file.

The packaging check can further be conducted on the basis of a specification of the product, submitted by the Customer to Varefakta. Varefakta will then check the compliance between specification and packaging. The specification must be submitted with the artwork.

### Advisory services

Varefakta offers advisory services as to labelling requirements for food, pet food and non-food products. Advisory services includes:

- Navigation within legislation and interpretation issues
- Assessment of illustrations, product names and storytelling as to misrepresentations
- Control of analysis reports and test reports
- Control of compliance with limits for additives
- Assessment of product safety and misrepresentations for non-food products
- Calculation of heat loss, list of ingredients, nutritional values etc. for food



- Control of compliance with criteria for nutritional and health claims for food and pet food
- Assessment of food contact materials
- Control of hazard labels
- Other

### **Assessment of goods acc. to criteria for other labelling systems**

Food: Keyhole Label, Whole Grain, organic, MSC, RSPO, Fairtrade, UTZ, gluten-free logo, Grovhetsmerket, Debio etc.

Non-food: Nordic Swan, EU Ecolabel, Asthma and Allergy Denmark, RSPO, Vegan, FSC etc.

### **Regulatory translation**

Varefakta offers regulatory translations for the Danish, Norwegian and Swedish market. Please contact Varefakta for information on other countries, for which Varefakta can make regulatory translations.

Please submit your text for translation to Varefakta in Danish, Norwegian, Swedish or English. Varefakta translates all mandatory and optional text and ensures compliance with the applicable national and EU labelling requirements.

### **Courses and education**

Varefakta's employees conduct courses at Varefakta, at the Customer or at other agreed places. Varefakta can customise courses to fit the needs of the Customer. Courses and education can cover all fields within labelling of food, pet food and non-food product.

### **Laboratory tests in Varefakta's laboratory (not accredited)**

Varefakta conducts ad hoc consumer-directed laboratory tests in the laboratory upon further agreement with the Customer, incl. counting, tensile strength, absorbency, pH testing, sooting, optical brightener etc. Please contact Varefakta for information on possible laboratory tests.

### **Check of statutory information as to sales of products in webshops and/or apps**

Varefakta checks whether all mandatory information is available to the consumer in the moment of purchase.

Checks can further be conducted on the basis of specification of the goods, submitted by the Customer to Varefakta, enabling Varefakta to check for compliance between the specification, the physical product and available information in the webshop and/or app.

### **Review of website and/or in ads and/or apps**

Varefakta offers reviews of text and illustrations on websites and/or in ads and/or apps, appointed by the Customer, as well as possible regulatory translation thereof.

Varefakta reviews the text in order to ensure compliance with formal mandatory requirements. The text is further reviewed for possible misleading and illegal claims. Varefakta will during the task inform about conditions, which may make marketing of the product illegal in the country in which it according to the cooperation agreement is to be marketed and sold.

### **Advisory services for restaurants, kiosks, bakeries, petrol stations etc. reg. mandatory information on counter sales**

Varefakta offers advisory services for companies with counter sales as to the mandatory information, made available to consumers. Varefakta further offers assessment of menu cards, menu boards and misleading information. Varefakta can further offer advisory services as to calorie labelling.

February 2018



## STANDARD TERMS AND CONDITIONS

### General provisions

These Standard Terms and Conditions apply to all cooperation agreements entered into with Varefakta.

These Standard Terms and Conditions can only be deviated from following express written agreement with Varefakta.

### Varefakta's logo

Any use of Varefakta's logo by the Customer will require a separate prior agreement with Varefakta. In that case the Customer undertakes to read and comply with the terms and conditions for use of VAREFAKTA in force from time to time.

### Language

Varefakta's working languages are Danish and English, and any translations to and from other languages will be for the Customer's own account and according to agreement.

### Delivery

Varefakta's normal delivery time is 10 business days. However, for washing, cleaning and dishwasher detergents, the delivery time is 15 business days.

In addition, Varefakta must have at least 2 business days for proofreading.

It is a condition for the delivery time that the Customer and its suppliers and manufacturers supply the required information from day to day. Varefakta is entitled to increase the delivery time if the manufacturers do not deliver in time.

It will also be a condition for delivery within normal delivery time that no regulatory assessment is required. Any regulatory assessment will, if required, also increase Varefakta's delivery time, for which Varefakta will not be responsible.

Varefakta undertakes to notify the Customer as soon as possible of any failure to comply with the normal delivery time. Varefakta will subsequently not be responsible for the delay caused by such additional delivery time.

A business day means a weekday - Monday through Friday from 09:00 am to 04:00 pm (Danish time).

The following days are not considered to be business days: Danish public holidays, 5 June and the period 24 December to 1 January (each inclusive).

Work requested and all relevant and necessary information and material must be received by Varefakta before 12:00 noon (Danish time) on the relevant business day. Work requested and all relevant and necessary information and material received after 12:00 noon (Danish time) will be considered to have been received on the next following business day.

For work delivered by Varefakta, it will in cases of doubt always be the version filed by Varefakta that is prevailing.

Varefakta accepts no responsibility or liability whatsoever, if the contents of e-mails sent from Varefakta are subsequently disclosed to third parties.

### Prices

Varefakta's prices appear from the price lists in force from time to time. The prices will be adjusted every year on 1 January.

Samples purchased by or delivered to Varefakta will not be returned unless otherwise agreed.

### Payment

Varefakta's work will be invoiced by the hours spent at the current hourly rate.

The invoicing will take place monthly in arrears for the work carried out until the date of the invoice. The payment deadline is 15 days unless otherwise agreed with Varefakta in writing.

If payment is not received within the stated deadline, interest will accrue at a rate of 1.5 % for every month or part of a month that the payment is delayed.

Regardless of any counterclaim, the Customer will not be entitled to withhold any amount payable to Varefakta.

If the Customer has any particular requirements for specification of invoices, such work will be invoiced at the current price per hour.



If the cooperation is terminated by either Party, including as a result of the other Party's breach of the agreement or external circumstances beyond Varefakta's control, the Customer will be obligated to pay for the work already performed by Varefakta, including work carried out by subcontractors as well as any subcontractor disbursements.

### **Intellectual property rights**

The specific results of a task performed by Varefakta will be the exclusive property of the Customer.

The knowledge developed and acquired by Varefakta in connection with the performance of the task will be the property of Varefakta and can freely be used by Varefakta after completion of the task.

The knowledge possessed by Varefakta on commencement of the agreement ("Background Knowledge") is and will remain the property of Varefakta also after completion of the task. Varefakta's Background Knowledge means any knowledge in Varefakta's possession, including technology and information, inventions, software, etc., whether or not patentable, recordable or protected by copyright. Background Knowledge also includes knowhow, including knowledge of unpublished regulatory decisions, statistical material, etc.

### **Subcontractors**

Varefakta reserves the right to appoint an appropriate third party as subcontractor to perform all or part of the tasks set out in the Agreement entered into with Varefakta.

The Customer will be liable for payment of agreed work ordered from a third party.

### **Confidentiality**

All information received by Varefakta about the Customer and the Customer's products, and received by the Customer about Varefakta and Varefakta's procedures, is confidential and may not without special permission from the other Party be used for any other purpose than as stated in the Agreement.

Varefakta will be entitled to disclose relevant and necessary information about the Customer and the Customer's products to subcontractors, if any.

Both Parties must ensure that their employees, external advisers, subcontractors, etc. also treat the confidential information as confidential in accordance with this provision.

This does not apply to information already disclosed to the public unless such disclosure is a result of breach, information in the other Party's possession already prior to the signing of a cooperation agreement, and information and material developed by the other Party.

Also, each Party is entitled to disclose confidential information if the party in question is legally obligated to do so (due to judgment, witness evidence, request for documents, witness summons, civil investigations, actions brought by public or other regulatory authorities, etc.). Each Party must prior thereto immediately notify the other Party in writing (to the extent reasonably practicable and permitted by law).

### **Complaints**

The Customer undertakes immediately upon receipt of the task performed by Varefakta to carefully examine whether the task has been performed in compliance with the agreement.

Complaints about any defects in the task must then be made in writing to Varefakta without undue delay.

In any event, any complaint must be sent to Varefakta no later than 1 month after the Customer became aware - or ought to have become aware - of the circumstances giving rise to the complaint. Irrespective of the above, any complaint must be sent to Varefakta no later than 2 years after Varefakta's delivery of the relevant service.

If the Customer fails to complain in due time, see above, the Customer will forfeit the right of complaint, including any right to claim damages.

### **Force Majeure**

Varefakta will not be liable for any non-performance of its obligations if such non-performance is due to circumstances that are beyond Varefakta's control and which Varefakta could not be expected to take into consideration or to avoid or overcome. Hacking, virus attacks, unauthorised access to or prevention of access to IT systems or data will be considered force majeure. Events occurring at a subcontractor will



only be deemed force majeure if they constitute a hindrance that is covered by the first or second sentence of this provision, and which Varefakta could not be expected to have avoided or overcome.

In the event of non-performance caused by a force majeure event, Varefakta will be exempt from liability in damages and other contractual sanctions, and Varefakta's delivery time will be postponed for a reasonable period. The Customer's payment obligation will be postponed accordingly.

In case of occurrence of a force majeure event, Varefakta must immediately notify the Customer.

If Varefakta's subcontractor is affected by a force majeure event and is therefore exempt from liability towards Varefakta, Varefakta will also be exempt from liability towards the Customer unless the relevant subcontractor's services can be acquired from another subcontractor without significant additional costs and/or delays.

### **Adjustment of liability**

The adjustment of liability below reflects the Parties' intentions with regard to the distribution of risk for the work performed by Varefakta. The adjustment of liability applies to any work performed by Varefakta for the Customer.

Varefakta is liable in damages for its own work performed in accordance with the general rules of Danish law, but with the following limitations. Varefakta's liability in damages is limited to the amount times 20, paid by the Customer within the past 12 months for the relevant task resulting in the liability, but not exceeding 500.000 DKK. If the task covers more than one product, the limitation of liability will be determined in respect of each product, but not exceeding 500.0000 DKK. Consequently, Varefakta disclaims any liability exceeding that amount towards the Customer and any subsequent resellers.

If liability in damages is imposed on Varefakta by a third party, Varefakta will be entitled to claim reimbursement of such damages, including legal costs etc., by the Customer in so far as the damages exceed the above-mentioned amount.

Moreover, Varefakta will only be liable in damages if the liability is incurred in connection with Varefakta's work under the agreed working conditions and in connection with correct use of

the work carried out by Varefakta. Varefakta will in no circumstances be liable for any damage or loss incurred as a result of the Customer's alterations, additions or other processing of Varefakta's work, unless Varefakta has given its explicit consent thereto. Varefakta will in no circumstances be liable for any damage or loss caused by circumstances occurring after Varefakta's delivery of its services to the Customer. Furthermore, Varefakta will in no circumstances be liable if the actual contents of the Customer's product does not match the declared contents.

If the Customer's marketing material contains warranties to third parties, Varefakta will in no circumstances be liable for any such commitments, warranties, etc. made by the Customer or by subsequent resellers.

Varefakta will in no circumstances be liable in damages for the Customer's indirect or consequential losses, including costs of withdrawal, buy-back and destruction, operating loss, or loss of time, loss of profit or loss of data. Also, the Customer will be required to indemnify Varefakta from and against all indirect and consequential losses claimed by third parties against Varefakta.

Finally, it is particularly emphasized that Varefakta is performing an advisory function exclusively. Varefakta is not an authority, so in matters of assessment an authority may make an assessment that differs from Varefakta's assessment, for which Varefakta will have no liability.

### **Termination**

In the event of a material breach, the non-breaching Party may with immediate effect terminate the Agreement entered into between the Customer and Varefakta in accordance with the general rules of Danish law.

However, the earliest date of termination with immediate effect will be the date when the non-breaching Party in writing has given the other Party 10 days to remedy the breach and the breaching Party has failed to remedy the breach within that deadline.

### **Choice of law, venue**

Any disputes must be settled in accordance with Danish law. Any disputes between Varefakta and



the Customer must be settled by Varefakta's home court.

March 2022