



## 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

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.

### 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 spend 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 500.000 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



## TERMS FOR USE OF VAREFAKTA ON PRODUCTS

**Company:**

**(hereinafter referred to as the "Customer")**

### **1. Varefakta's objective**

Varefakta's objective is to "work for voluntary use of informative labelling on suitable consumer goods or services. The labelling must consist of a declaration of the content and/or features or the like."

Thus, Varefakta provides necessary, adequate and controlled information that is easy to compare, in order for consumers to be able to select the product that complies with their needs, requirements and financial means.

### **2. Varefakta's product and collective labels**

Varefakta's product and collective labels are used for voluntary, informative and controlled labelling, approved by Varefakta.

Varefakta is a registered product and collective label with the Danish collective label registration no. FR 1973 00016, EU product label registration no. 009124934 and no. 002709038, as well as Norwegian collective registration no. 292735.



### **3. Labelling permission**

The permission to use Varefakta's product and collective label is granted in accordance to the partnership agreement, Varefakta's regulations for different product types and these terms for use of VAREFAKTA on products.

### **4. Testing/analysis prior to labelling**

Prior to permission, Varefakta can conduct testing/analysis of the product, which is to be labelled with VAREFAKTA.

Rules for and the scope of the testing/analysis are defined by Varefakta.

The Customer bears all costs for sampling and testing/analysis, regardless whether a labelling permission is granted or not.

### **5. Procedure for approval by Varefakta**

The procedure and the obligations of the parties during Varefakta's work with testing, as well as preparation and approval of declarations for different product types, are described and regulated in the enclosed Appendix A.

### **6. VAREFAKTA'S design and layout**

The declaration space should only contain information, stated in the provided and approved declaration from Varefakta.

VAREFAKTA declarations must be placed strikingly and be completely visible, easy to read, and must not be deletable, hidden, covered or separated by means of other labels/images in the moment of purchase.



Texts and symbols that are part of VAREFAKTA declarations must be made in contrasting colours to the background, and the font size should be easy to read.

The product and collective label must be placed in the declaration space and be so large that the wording CONTROLLED BY VAREFAKTA is clear and easy to read.

The declaration must include a unique number, provided by Varefakta. The number is shown as VK XXXXX.

The Customer is obliged to ensure that the labelling follows the product unchanged, regardless whether the product passes several links of the supply chain.

### **7. Random checks**

Approx. once a year, Varefakta can arrange for random checks of products labelled with VAREFAKTA in the private laboratory, external laboratories or testing institutes. These checks depend on the product type and ensure that the products continue to be in accordance with the declaration.

Varefakta purchases the products in retail stores.

The Customer is obliged to make an agreement with Varefakta's external testing institute/laboratory. The Customer bears the purchase costs and costs for testing/analysis of products in terms of random checks, payable directly to the testing institute/laboratory.

The Customer bears all costs related to the random check. The Customer further bears all costs for purchase of products, not deregistered by the Customer, but not available on the market.

### **8. Subscription rate**

The Customer is obliged to pay a subscription rate for the use of VAREFAKTA.

Please see the at all times applicable subscription rates on [www.varefakta.dk](http://www.varefakta.dk)

Subscription payments must be made in advance at the time of product registration for the remaining months until March 1<sup>st</sup>. Subsequently, the Customer pays for all the registered products on March 1<sup>st</sup>.

The Customer is responsible for deregistration of products, no longer available on the market. The Customer must be able to document that the product is no longer on the market at the time of deregistration. If the deregistered product despite deregistration is still on the market, the Customer will be imposed with a fine, equivalent to the regular subscription rate plus additional 50% for the period, in which the Customer has used the label. The Customer must further pay for the work, conducted by Varefakta as to the illegal use. The applicable hourly rate will be invoiced. The fallible deregistered products will be subject to random checks and the Customer bears all costs in this regard.

The subscription for individual products with VAREFAKTA is valid for one year, but is renewed automatically, unless the product is deregistered, resulting in termination of the subscription by one of the parties no later than six months prior to expiration of the subscription period.

Subscription rates for labelling permissions, subsequently terminated by one of the parties or revoked by Varefakta due to abuse, are not refunded.

Varefakta's services are further invoiced in accordance with the partnership agreement and Varefakta's standard terms.





## 9. Marketing

The Customer may use Varefakta's product and collective label for marketing purposes. Texts and pictures that in any way include Varefakta or Varefakta's product and collective label, must be approved by Varefakta prior to marketing use.

The Customer may for marketing purposes state that the product is labelled with VAREFAKTA and that the information in the declaration is controlled by Varefakta. However, no indication should be made that Varefakta approves or recommends the product or the Customer's company as such, or can vouch for the quality, usability or safety of the specific product.

Despite the above, Varefakta retains all intellectual property rights for the product and collective label VAREFAKTA.

## 10. Customer lists

Varefakta prepares a list of Varefakta's customers.

The Customer acknowledges that the list is published on Varefakta's website [www.varefakta.dk](http://www.varefakta.dk), and the Customer signs these terms as an explicit consent thereof.

## 11. Review of VAREFAKTA terms

In case Varefakta makes changes to an applicable Varefakta regulation, Varefakta will if deemed reasonable, determine transition periods for the Customer's implementation of changed declarations and possibly changes to the specific products.

If a transition period is determined in case of changes to an applicable Varefakta regulation, which is shorter than the Customer's term of notice cf. section 8, the Customer has the right to terminate the subscription as of the end of the transition period. However, this does not apply for declarations, which require changing as a result of statutory changes.

## 12. Revocation of labelling permission resulting from abuse

Varefakta can with immediate effect revoke a labelling permission,

- if the Customer uses Varefakta's product and collective label on or in connection with products, which are not in accordance with the currently issued and approved declaration from Varefakta, or
- if the Customer uses the product and collective label for marketing purposes, as contrary to section 9 or in a way that may be deceptive, or
- if the Customer in other ways violates these Terms for use of VAREFAKTA, as well as other, current or future regulations, provided by Varefakta, serving as the basis for the labelling permission.

## 13. Other labelling permission revocation

Varefakta must immediately be informed about cases of bankruptcy, liquidation, business transfer or the like on behalf of the Customer. Varefakta is then entitled to revoke labelling permissions immediately.

Business transfer includes transfer of dominant influence in public limited companies, private limited companies or any other legal entity.

## 14. Use of product and collective label after termination or revocation

If products with product and collective labels are revoked by Varefakta, the Customer must stop using the product and collective label, as well as stop advertising or marketing



efforts containing the product and collective label, or with reference to it.

Varefakta is further entitled to demand that the Customer immediately stops using it illegally.

#### **15. Varefakta's liability**

Varefakta is liable in accordance with the general Danish regulations.

Varefakta's liability is further regulated in Varefakta's standard terms.

#### **16. Applicable law and jurisdiction**

These terms are governed by Danish law and are interpreted in accordance with the regulations thereof.

Disputes are settled in accordance with Danish law. Possible disputes between Varefakta and the Customer are settled at Varefakta's jurisdiction.

#### **17. Ongoing review**

These terms are subject to ongoing review. To the extent that Varefakta assesses that a review of the terms result in significant obligations for the Customer, the Customer will receive written notice about such a change. However, please refer to [www.varefakta.dk](http://www.varefakta.dk) for the at all times applicable terms.

Appendix A: Procedure for preparation and approval of declarations by Varefakta

*Revised May, 2018*

Read and signed by the customer

Date:

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Signature

Signed by: (Name in block letters)

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Company name (stamp)



## APPENDIX A

### **Procedure for preparation and approval of declarations by VAREFAKTA**

All communication will basically take place directly between Varefakta and the Customer. However, in some cases, Varefakta can upon agreement with the Customer also communicate directly with subcontractors, advertising agencies etc.

The Customer is obliged to ensure that Varefakta gains access to all the required information, including information in the specification form, as well as other supplementing information, deemed essential for the product by Varefakta.

The Customer must at all times inform Varefakta about the Customer's CVR.no, as well as relevant addresses.

The Customer sends a completed specification form with enclosed documentation in the form of data sheets, analysis results in accordance with Varefakta's regulations. On this basis, Varefakta then prepares a declaration with VAREFAKTA.

The specification form is available in Danish and English.

Varefakta makes sure that the information in the declaration with VAREFAKTA is in compliance with the requirements in the Varefakta regulations, the national legislation in the country or countries, stated in the partnership agreement, as well as the EU legislation.

The declaration with VAREFAKTA is then forwarded to the Customer. The Customer creates the layout of the declaration in an artwork design.

The Customer is only allowed to make changes to the information or the order of the information in VAREFAKTA upon previous written consent by Varefakta.

Varefakta must receive the proof sheet of the whole packaging or label for all products in the form of artwork as PDF, preferably in the natural size, prior to printing.

Varefakta reviews the declaration text, as well as the other packaging/label text and advises the Customer to ensure that text and illustrations correspond to the information in the declaration, and that the text and/or illustrations cannot be regarded misleading. Varefakta returns the proof sheet in the form of artwork with possible remarks.

Once Varefakta has approved the proof sheet, the packaging is ready for printing. If a product includes user instructions, these also have to be forwarded to Varefakta for possible commenting and approval cf. Varefakta regulations.

Varefakta must be informed about any scheduled change of the product and/or packaging in writing, whereupon Varefakta assesses and accepts the change. If the change is unacceptable, tests may be conducted before Varefakta can issue a new declaration. Artwork proof sheets require new approval.

Please contact Varefakta for an electronic version of Varefakta's product and collective label.

In case of doubt as to work delivered by Varefakta, Varefakta's archived version will always prevail. Varefakta is not responsible for ensuring that the content of e-mails is acknowledged by third parties after sending.