

REGULATIONS FOR ECO-CHOICE ECOLABELING

Introduction

These regulations apply both to applicants for - and to holders of licences, and they have been formulated to regulate the application and use of the ECO-CHOICE Ecolabel.

Criteria documents are prepared for each product group. The requirements imposed on the products are regulated in the documents, and are based on environmentally relevant aspects of the life cycle of a product. The product requirements may comprise, for example, raw materials, environmental impact of the manufacturing process, operation, use and final disposal.

To obtain a licence to use the label, the applicant must meet the requirements of the relevant criteria document.

1 Application

- 1.1. Applications for an ECO-CHOICE Ecolabel shall be made on the form shown in Appendix 1.
- 1.2. The applicant must sign the application.
- 1.3. The end manufacturer, regardless of whether some other party in the retail chain is applying for the Ecolabel, must also sign the application.
- 1.4. By submitting the application to the ECO-CHOICE Administrator, the applicant undertakes to follow the relevant criteria document and the Regulations for ECO-CHOICE Ecolabeling of products.

2 Criteria

- 2.1 The relevant criteria document specifies the information that is to be included with the application.
- 2.2 The applicant is required to carry the costs involved in producing the documentation necessary for consideration by the ECO-CHOICE Administrator. The application must specify all product designations and trade names encompassed by each application.
- 2.3 The ECO-CHOICE Administrator reserves the right to access any relevant information in order to determine the eligibility of an application.

3 Confidentiality

- 3.1 All documents included in the application process will be treated in confidence. When an ECO-CHOICE licence is granted, only information concerning the applicant, the labeled product and the label number are available to the general public.

4 The ECO-CHOICE Ecolabeling licence

- 4.1 The ECO-CHOICE licence grants the applicant permission to use the ECO-CHOICE Ecolabel. The permission applies subject to the limitations that follow from these regulations.
- 4.2 The ECO-CHOICE Administrator gives permission to make use of the ECO-CHOICE Ecolabel in accordance with the regulations of the programme. The right to use the ECO-CHOICE Ecolabel applies to physical use of the ecolabel as well as reference to such use.
- 4.3 A licence is issued for products that comply with the stipulated requirements of the programme. One licence may cover several products within a given product group if the products embody similar properties from an environmental perspective and if so accepted by the Administrator. Unless otherwise determined in each individual case, a licence covers the products from one production site or line only.
- 4.4 The transfer of a licence requires approval from the ECO-CHOICE Administrator.
- 4.5 ECO-CHOICE Ecolabeling never assumes product liability of the licensee in relation to a third party. Moreover, the licensee is responsible for all costs incurred by the ECO-CHOICE Ecolabeling if it should emerge that the product does not conform to the requirements.

5 The validity of the Ecolabeling Licence

- 5.1 The validity of the licence is limited to a period of **ONE YEAR** from the date of confirmation or of the validity of the relevant criteria document.
- 5.2 To obtain a licence under the terms of a revised criteria document, a new/revised application must be submitted. Licensees will be notified of the new criteria requirements within the time specified in the criteria document. If the validity period of the criteria document is extended without change, no new application need be submitted and the existing licence shall be automatically renewed each subsequent year unless cancelled or revoked in terms of the published Regulations.

- 5.3 In special circumstances, ECO-CHOICE Ecolabeling reserves the right to revoke all licences in a product group if the ECO-CHOICE Ecolabeling Administrator decides, on the basis of new, important knowledge concerning impact on the environment or health, to withdraw or substantially amend the criteria during the predetermined validity period.
- 5.4 In the event of a withdrawal of a Licence by the ECO-CHOICE Ecolabeling programme, appeals are excluded from the confidentiality requirement. However, commercially sensitive information may be subject to confidentiality.
- 5.5 When processing a licence application and licence conditions, the requirements in the version of the criteria Document and regulations in force on the date of application for the Ecolabeling licence must be met.

6 Registrations

- 6.1 In order to use the ECO-CHOICE Ecolabel in another country, the applicant must provide supporting evidence to show that the product(s) meets the relevant national requirements of the countries concerned. The application must also include documentation of compliance with the special national requirements imposed by the relevant country where this may be applicable.
- 6.2 Any party who is granted an ECO-CHOICE Ecolabel bears the same responsibility in the relevant country as the licensee for the product and the use of the ECO-CHOICE Ecolabel. A registration is not transferable to a third party without the written consent of the ECO-CHOICE Administrator and the licensee.

7 Changes

- 7.1 The licensee undertakes to notify the ECO-CHOICE Administrator before any major changes are made to processes, product composition, design, materials, etc. that may affect the properties and environmental impact of the product in relation to the criteria document.
- 7.2 The ECO-CHOICE Administrator will decide whether the change is such that renewed testing/inspection is necessary in order to verify that the product still conforms to the criteria requirements, and will then notify the licensee of its conclusions.

8 Audit

- 8.1 **Choice of test laboratory**

Proof of sampling and analysis, inspection and/or examination or the like must be carried out as specified in the criteria and documents for the relevant product group. Unless otherwise specified in the criteria document, the laboratories used for this purpose must be independent of the applicant or their agent. The applicant is responsible for testing, documentation and proof.
- 8.2 **Audit visit following the application**

Before a licence is issued, the ECO-CHOICE Administrator may conduct a verification visit to the applicant and/or the manufacturer.
- 8.3 **Quality and environmental assurance**
 - 8.3a The licensee must verify, either on his own or by retaining a test institution approved by the ECO-CHOICE Administrator, that the products covered by the ECO-CHOICE licence and the manufacturing process, etc. conform to the provisions of the criteria document. Existing inspection procedures for environmental inspection, etc. should be utilized.
 - 8.3b Unless otherwise specified in the criteria document, a journal must be created to record the inspection, covering all test results and such journal must be kept on file during the validity period of the criteria document and licence and produced on-demand by ECO-CHOICE..
 - 8.3c A manufacturer with a licence is responsible for safeguarding, by means of documented procedures and instructions, that the requirements of the ECO-CHOICE criteria are met by all ecolabelled products, and that the documentation from the tests, measurements, etc. specified in the relevant criteria document are systematically kept on file. The licensee is responsible for recording all claims and corrective measures in respect of licenced products.
- 8.4 **Periodic inspection or Verification**

The ECO-CHOICE Administrator must ensure, by means of necessary periodic inspection or verification requests that licensed products conform to the stipulated requirements. Such inspection or verification may be carried out at the premises of the licensee, manufacturer, sub-contractor, importer, wholesaler and retailer with reasonable notice.

The inspection or verification may include: the manufacturer's stores, raw materials, production, products, analysis equipment and records, etc. If the inspection reveals non-compliance, the ECO-CHOICE Administrator may undertake additional inspection or may require the licensee to carry out modifications to the product, process or quality system.

If inspection or verification reveals that the provisions of the criteria document have not been met, the ECO-CHOICE Administrator may instruct the licensee to cease using the label forthwith, also at later stages in the retail chain. The ECO-CHOICE Administrator may also require the holder of the licence/registration to adopt other corrective measures if such measures are considered to be more effective.

Should access for periodic inspection or requests for verification information purposes be unreasonably withheld or denied by the licence holder, the ECO-CHOICE Administrator may withdraw the licence from the licence holder without compensation to the licence holder until such time as access is provided to the ECO-CHOICE Administrator or his agent.

9 Notice of termination

- 9.1 The ECO-CHOICE licence or registration may be terminated in writing subject to three months' notice of termination prior to the renewal of any licence period.

10 Revocation of licence and registration

- 10.1 The ECO-CHOICE licence/registration may be revoked if the holder of the licence/registration or the product fails to meet the requirements in these regulations, in the relevant criteria document or in laws and ordinances relating to the product.
- 10.2 Failure to pay the stipulated fees will constitute grounds for revocation.
- 10.3 Where a licence is revoked, the right to use the ECO-CHOICE Ecolabel will cease with immediate effect. If a licence is revoked, the associated registrations will become invalid.
- 10.4 The ECO-CHOICE Administrator may determine that revocation will be permanent or temporary, or that it will apply until the circumstances that gave rise to revocation have been remedied. In certain cases, the ECO-CHOICE Administrator may allow a period for the conditions that gave rise to the withdrawal to be rectified. If these are not corrected within the time allowed, the licence/registration will cease to apply.
- 10.5 Before a withdrawal decision is taken, the relevant holder of the licence/registration will be notified and given a reasonable period of time to present his case. If the circumstances are serious and, in the opinion of the ECO-CHOICE Administrator, continued use of the label could damage the reputation of the system, revocation may take place with immediate effect.
- 10.6 The ECO-CHOICE Administrator will announce its decision to revoke the licence and/or registration in a suitable manner.
- 10.7 The ECO-CHOICE Ecolabel is a registered trademark. Unauthorized use of the ECO-CHOICE Ecolabel or unauthorized reference to the label will be regarded as contravention of the trademark regulations and will result in legal action.
- 10.8 Holders of a licence/registration, who contravene the right to the trademark, must pay the latest notified annual fee for the product. The compensation payable will be equal to the standard annual licence fees for the category of recognition per year of contravention. Compensation may be increased or reduced at the discretion of ECO-CHOICE Ecolabeling, depending on the severity of the case.
- 10.9 The above liability for compensation will continue to apply even after the licence/registration has ceased.

11 Fees

- 11.1 An annual licence fee for the right to use the ECO-CHOICE label is due on application and on annual renewal. This Licence Fee is payable either annually in advance (on renewal) or on a quarterly basis in arrears based on the actual sales of product bearing the ECO-CHOICE Label. Where quarterly payments are made, the difference between such payments and the annual minimum fee will become due and payable on renewal of the Licence for any subsequent year.
- 11.2 All payments are due on presentation. Submission of quarterly sales data must be submitted by the 5th day of the next quarter to avoid late submission charges, interest or additional fees. Where submissions are unreasonably delayed or withheld, ECO-CHOICE reserves the right to suspend or terminate the licence should the matter not be resolved after notice is served.
- 11.3 In the event of a review or amendment during the course of an annual period of licence, the licensee will be required to pay an additional licensing or assessment fee as determined by the regulations of the ECO-CHOICE Ecolabeling Programme.

12 Assessment Costs

- 12.1 The applicant is responsible for meeting all costs of tests, trials, examinations and other similar costs during the application phase, up to the time at which a decision is taken concerning the application.

- 12.2 The holder of the licence/registration always pays for follow-up tests and assessments stipulated in the criteria document. The cost of other follow-up tests and assessments are payable by the holder of the licence/registration only if objections are raised.

13 Use of the ECO-CHOICE Ecolabel

- 13.1 A product for which a licence has been granted shall bear the ECO-CHOICE Ecolabel. The Label shall also be visible on the packaging of the product and used in marketing material.
- 13.2 **Appendix 2** to these regulations describes the rules governing use of the Label. The criteria document applicable to the individual product group may contain rules on the use of the Label that deviate from these general rules.
- 13.3 It is the responsibility of the licence-holder to ensure that these rules on the use of the Label are observed.

14 Insight rights

- 14.1 In the event of disputes concerning the right to use the label or the rejection of an application for a licence, the ECOCHOICE Administrator will justify the decision and give the other party the right of insight into the case. This will take place without jeopardizing the confidentiality rights of the third party.

15 Appeals

- 15.1 An appeal against a decision to reject an application or revoke a licence or registration may be lodged with the ECOCHOICE Administrator. The grounds for the appeal must be presented in writing no later than twenty-one (21) days after the appellant has been notified of the decision.
- 15.2 Such a request may be lodged only by those encompassed by the decision. The appeal must specify the decision that is to be re-assessed, the required change to the decision, and the objective grounds for the appeal.
- 15.3 Appeals against decisions concerning licences or registrations are processed in accordance with documented procedures.

16 Registers

- 16.1 The ECO-CHOICE Administrators will keep a continually updated register of licensed and registered products. When an amendment is made to the register, a new licence/registration or an updated version of the licence/registration will be sent to the ECO-CHOICE Administrators.
- 16.2 Particulars that are not covered by the confidentiality provisions (see above) will be transmitted.
- 16.3 The particulars of each licence will be made available to the general public.

17 Shared Oversight Responsibilities

- 17.1 All parties agree to oversee the correct application and interpretation of the Regulations insofar as they apply to their rights and obligations. Where either party believes the other has breached the Regulations or has failed to uphold the Regulations in respect of their obligations contained therein, it is the responsibility of the offended party to communicate such breach/non-compliance with the other in writing. Failure by the offending party to rectify such breach or non-conformance to the Regulations shall entitle the offended party to demand arbitration or remedy through another, appropriate and non-legal oversight body or remedies contained in the Regulations.

18 Amendment to these regulations

- 18.1 The ECO-CHOICE Ecolabeling Administrators may amend these regulations.

Appendix 1

- 1) Licence application form

Appendix 2

- 1) Regulations for the use of the ECO-CHOICE Ecolabel, with a check list for marketing ecolabelled products