

Terms and Conditions for Declarations

The following terms and conditions for declarations apply to those companies that declare information to Nordic Ecolabelling, to be used in a licence application for a Nordic Swan Ecolabel licence or an EU Ecolabel licence.

Definitions

Item

The term “Item” is used as a general term for various goods and materials, e.g., production chemicals, laminates, glass and building materials as well as for services and processes included in a Licence application.

Supplier

A company in the supply chain of a Licence applicant who owns the item.

Declaring company or DC

The company who owns the Item for which Item properties are being declared. Declaring company can be the Licence Applicant or a supplier to a Licence Applicant. A retailer or a wholesaler cannot declare Item properties unless they own the Item.

Licence

A Nordic Swan Ecolabel licence or an EU Ecolabel licence.

Licensee

A company who has achieved a Nordic Swan Ecolabel licence or an EU Ecolabel licence, certified by Nordic Ecolabelling.

Licence Applicant

A company applying for a Nordic Swan Ecolabel licence or a company applying in the Nordics for an EU Ecolabel licence.

Scope

The properties of an Item can be declared by the Licence Applicant as a part of their own Licence application or by suppliers conditioned by request from a Licence Applicant who wish to use the Item in their Licence application. The Item properties can be used by the Licence Applicant as part of a Licence application process and by Nordic Ecolabelling as part of the evaluation process. DC accepts that the data of the Item properties can be used in a Nordic Swan Ecolabel or an EU Ecolabel Licence application process.

The declared information of Item properties will be used in context with other ingoing Items that the License applicant specifies in their License application. The declaration of an Item is therefore not an approval, nor a disapproval of the Item, and the Item is neither approved nor certified by Nordic Ecolabelling.

Nordic Ecolabelling may, upon its sole discretion, occasionally verify if an Item is compliant with a specific requirement in advance due to a formal request from a Licence applicant.

Liability towards a third party

No liability towards a third party due to declaration of an Item or withdrawal of an Item may be imposed or transferred to Nordic Ecolabelling.

General obligations

Declarations

DC is obligated to ensure that all declared information, including enclosed documentation, regarding the Item being declared, are correct and truthful.

DC is obligated to state, for each declared Item, whether DC would like Nordic Ecolabelling to treat the Item and information about the properties of the Item with confidentiality.

DC is obligated to reconcile with the Licence applicant, for each declared item, whether the information about the Item and properties of the Item can be visible to any Licence applicant.

DC is obligated to reverify the information about the properties of an Item on request by Nordic Ecolabelling, a Licence applicant, or a Licensee.

DC is obligated to immediately change the information about properties of an Item when changes are made to the Item.

DC is obligated to immediately report changes to the properties of the Item, by updating the specifications/data in the supply chain declaration portal.

DC may cancel a declared Item. However, Licensees with the Item in use in a valid Licence will be free to use this Item if the Licensee have the Item available for use. The declarant is obligated to inform the Licensee if otherwise. However, DC is obligated to, request the Licensee, to cancel any further use of the Item in case the properties of the Item or the use of the Item is in violation of any applicable law or regulation.

Any, and all, of the obligations of DC according to these terms and conditions apply to the DC's employees, consultant or any other party/person within the organisation which may access information or in any way be involved in the declaration an Item. DC shall ensure that each such person is complaint with these terms and conditions.

Communication

DC may inform Licence applicants and Licensees, regarding which Items DC has declared. DC is only, when informing the License applicants and the Licensees, allowed to use this exact phrase/reference: "My company has declared item X to Nordic Ecolabelling".

Any other communication to Licence applicants, Licensees or third party regarding the declaration of an Item is prohibited, including any kind of reference to Nordic Ecolabelling, the Nordic Swan Ecolabel, the EU Ecolabel, or to any product/service certified with the Nordic Swan Ecolabel or the EU Ecolabel.

DC is obligated to inform its retailers that any other communication than what is stated above in relation to the declaration is prohibited.

Inspections

DC is obligated – if asked – to provide access to onsite inspections at DC's site, with three weeks' notice, to verify that the production of an Item is compliant with information declared by DC.

Violations

Nordic Ecolabelling may, in its sole discretion, without any liability towards DC, Licence applicants, Licensees or any third party, withdraw DC's declared Items if the DC company in any way violate these terms and conditions, fail to validate declared data/information of an Item upon request, violates any applicable laws or regulations or Nordic Ecolabelling in any other way finds the Item or DC not suitable for declaration.