

Terms and Conditions for Declarations

Thank you for helping your customers finding your items, in connection with an application to obtain a Nordic Swan Ecolabel licence.

The following terms and conditions for declarations apply to those companies, hereafter called declaring company or DC, that declare information to Nordic Ecolabelling. Nordic Ecolabelling will use your information when evaluating a licence application. If specific properties (other than DC company name and Item Name/number) need to be shared with your customers, it is stated in the declaration requirements. Everything else is treated confidentially by Nordic Ecolabelling. You can also state, in the Supply Chain Declaration Portal, which specific customers should be able to find and select your declared item(s).

Definitions

Item

Item is a general term for various products and materials used by a License Applicant in their product(s) or service(s). For example, chemicals, laminates, glass, fabrics, services and processes.

Licence Applicant

A company applying for a Nordic Swan Ecolabel licence for their product(s) or service(s).

Supplier

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

Declaring company

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, or another supplier in the supply chain of a licence applicant that can declare the item properties. A retailer or a wholesaler cannot declare item information unless they own the item.

Licence

A Nordic Swan Ecolabel licence (The official Nordic ecolabel in accordance with ISO 14 024 type 1-ecolabel).

Licensee

A company who has achieved a Nordic Swan Ecolabel licence for their product(s) or service(s), certified by one of the certification bodies, being members in Nordic Ecolabelling.

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(s). The item properties can be used by licence applicant(s) and Nordic Ecolabelling as part of a licence application process. DC accepts that item property data can be used in a Nordic Swan Ecolabel licence application process.

The declared information of item properties will be used in context with other ingoing items that the applicant specifies in their application. The declaration of item properties 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 occasionally verify if the item properties are compliant with a specific requirement in advance of a formal request from a licence applicant.

General obligations

Declarations

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

DC is obliged to state, for each declared item, whether DC would like Nordic Ecolabelling to treat the item and information about the properties of the item confidentially.

DC is obliged 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 obliged to reverify the information about the properties of an item on request by Nordic Ecolabelling, a licence applicant, or a licensee.

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

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

DC may cancel a declared item. After items have been cancelled, licence applicants will not be able to find and use it in their application process.

Communication

DC may inform licence applicants and licensees, on which items DC has declared. DC is only allowed to use this exact phrase/reference: "Properties for item XX has been declared in the Nordic Ecolabelling Supply Chain Declaration Portal".

Any other communication 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.

Inspections

DC is obliged – if asked – to provide access to onsite inspections, with three weeks' notice, to verify that the production is compliant with information declared.

Violations

Nordic Ecolabelling may, without any reimbursement, withdraw DC's declared items if the DC company in any way violate the terms and conditions or fail to validate declared data on request.

Liability towards a third party

No liability towards a third party may be transferred to Nordic Ecolabelling.