

Regulations for the Nordic Ecolabelling of Products

Nordic Ecolabelling
9 March 2016

In November 1989, the Nordic Council of Ministers adopted a measure to implement an official voluntary ecolabelling scheme, the Nordic Ecolabel, also known as the Nordic Swan Ecolabel. The organizations/companies listed below administer the Nordic Ecolabelling scheme on assignment from their national governments.

For further information, please visit the following websites:

Nordic Ecolabelling
www.nordic-ecolabel.org

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This document is a translation of an original in Swedish. In case of dispute, the original document should be taken as authoritative.

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Applicant's and manufacturer's undertaking

1 Introduction

The following regulations apply to those companies that apply for or hold a license to use the Nordic Ecolabel. These regulations were adopted by the Nordic Ecolabelling Board (the NMN) on 9 March 2016.

Requirements are laid out for each product (commodity or service) in the criteria. To obtain a license to carry the Nordic Ecolabel, the applicant must fulfil the requirements of the pertinent criteria and this must be confirmed by Nordic Ecolabelling.

Each Nordic country has an ecolabelling organization that administers the Nordic Ecolabelling Scheme on assignment from their national authorities.

2 Application

2.1 Applying for a Nordic Ecolabelling license

2.1.1 Criteria

The Nordic Ecolabelling organizations issue, following approval by NMN, criteria for the Nordic Ecolabelling of a number of products (commodities and services). For each product group there is a criteria document stipulating requirements. The requirements are evaluated and revised, usually tightened, modified or altered successively over time. If the requirements are tightened, a new generation of the criteria will be issued; if they are modified or altered, a new version will be issued. The period of validity of criteria is indicated in the criteria. To obtain a license to carry the Nordic Ecolabel, the applicant must fulfil the requirements of the pertinent criteria. All criteria are published on the websites of the Nordic Ecolabelling organizations.

2.1.2 License applications

License applications should be made via Nordic Ecolabelling to the Nordic Ecolabelling organization in the relevant country. Applications may be processed by another Nordic Ecolabelling organization by agreement between the organizations. Applicants will be notified if this is the case. Companies located outside the Nordic countries should submit their applications to the national ecolabelling organization of the Nordic country that will be the primary market. The application must include information about the applicant company, the products concerned, their turnovers, etc. It also includes information about the applicant's and the manufacturer's undertakings (see attachment).

The criteria specify which documentation must accompany the application. Nordic Ecolabelling can require that applications be submitted with a particular structure, e.g. that the documents be named in a particular way and that the application be made electronically. The applicant is responsible for collecting all necessary information and for ensuring its accuracy. The applicant is also liable for any costs in connection with documentation. All product designations and trade names to be covered by the license must be provided, and these must be kept up to date during the period of validity. The information provided must cover all Nordic countries in which the product is sold. Nordic Ecolabelling can at any time require further information to be provided about the products, e.g. barcodes/GTIN numbers, dealers, or details relating to sales outside the Nordic region.

There must be compliance with the requirements stipulated in the major version of the criteria valid at the time of application. The Nordic Ecolabelling organization in receipt of the application checks all the requirements in the relevant criteria and any national requirements for other countries where sales have been indicated on the application form. The ecolabelling organization is responsible for all contact with the applicant in respect of the application for a Nordic Ecolabelling license. If the documentation from the applicant is incomplete, additional documentation will be requested. If the applicant does not submit complete information within 12 months showing that the product fulfils the Nordic Ecolabelling requirements, Nordic Ecolabelling can reject the application.

Licenses are issued for those products included in the application that meet the stipulated requirements. Changes to regulatory requirements, chemical classifications, etc. may affect licensing conditions during the period of validity.

Products and production sites

A license can cover multiple products within the same product and commodity group. As a main rule, a license covers one production site, but within certain product groups Nordic Ecolabelling can decide that a license, under certain conditions, can cover products from multiple production sites. Information about product and commodity groups and any exceptions to the main rule above are described on the Nordic Ecolabelling organizations' websites.

Type of license

An application normally refers to a Nordic Ecolabelling license that is valid worldwide. However, for certain product groups there is an option to apply for a license for a single Nordic country.¹ For other product groups, typically services, an application is made for a license in each country where the applicant operates. Information about the rules that apply to individual product groups can be found on the individual websites of each country's ecolabelling organization.

Changes to licenses or registrations

For the duration of the licensing period, the licensee undertakes to inform the Nordic Ecolabelling organization immediately of changes to the product or production processes that may or may be suspected to influence compliance with the requirements stipulated in the criteria. The Nordic Ecolabelling organization evaluates whether the change necessitates verification of the product's compliance with the requirements.

2.1.3 The applicant

As a main rule, it is the manufacturer of a product or service who can apply for a licence, unless otherwise determined for a particular product group by Nordic Ecolabelling. Other companies, such as importers, dealers, distributors or similar, can also apply for a licence for a product, provided that said company is only responsible for the sale of the product on the Nordic market and that the manufacturer signs the application.

By applying for a licence, the applicant undertakes to comply with the requirements in the applicable criteria throughout the period of validity, as well as the regulations for the use of the Nordic Ecolabel. For its part, the manufacturer of a product has responsibility towards the Nordic Ecolabelling organization – even if the importer, dealer or distributor is the applicant.

¹ Such licensees have the option of extending the license to one or more additional Nordic countries by applying for registration in the country or countries concerned. The application for registration must be signed by the licensee, even if a different company is applying for registration.

Any company obtaining such a registration has the same responsibility for the product and the use of the Nordic Ecolabel in the country of registration as the licensee has for its national license in the original country of application.

2.2 Confidentiality and information policies

The Nordic Ecolabelling organizations undertake to treat with due privacy confidential information received in conjunction with a license application or registration and/or in connection with development of Nordic Ecolabelling criteria.

The term “confidential information” here refers to information – of technical, commercial, personal or any other nature – that has been supplied in connection with the above and that may be regarded as confidential.

Information about valid licenses/products and their licensees is published.

2.3 Validity period for a license/registration

A license/registration is valid for the period during which the associated criteria are valid. At the end of a validity period of the criteria, a new revised document is adopted by NMN and a new license application (renewal) is required. The licensee is informed of the new requirements in good time, according to the time plan set out in the criteria. If the validity period of the criteria is extended, a new application is not required as the license/ registration is automatically prolonged.

2.4 Transfer

A license/registration may only be transferred with the prior written consent of the Nordic Ecolabelling organization. The application for the transfer of a license/registration is made in writing to the national ecolabelling organization of the country in which the license was issued.

2.5 Termination

A license or registration may be terminated by its holder. This shall be done in writing, and a three-month period of notice is required. Notification of termination shall be sent in writing to the license/ registration holder’s national ecolabelling organization.

2.6 Revocation of a license or registration

The Nordic Ecolabelling license/registration may be revoked if the holder of the license/registration or the product fails to meet the requirements stipulated in these regulations, in the relevant criteria or in laws and ordinances relating to the product. Failure to pay fees, inaccurate financial statements (see Section 4) and use of the Nordic Ecolabel contrary to Section 7 or the Logo Guideline for the Nordic Ecolabel constitute grounds for revocation.

If a license is revoked, the right to use the Nordic Ecolabel ceases with immediate effect. Revocation of a license leads to the annulment of registrations in other Nordic countries connected to the license. The revocation can be temporary or can apply throughout the period of validity of the generation of the criteria. Appeals may be lodged against revocations (see Section 5).

In exceptional circumstances, the Nordic Ecolabelling Board may decide to rescind, or otherwise substantially alter, criteria during the normal period of validity if new information regarding effects on health or the environment is made available. In such cases, the Nordic Ecolabelling organizations reserve the right to revoke all licenses within that product group.

2.7 Infringement of the Nordic Ecolabel

Measures are always taken against the unauthorised use of the Nordic Ecolabel. Licensees and holders of registrations are only permitted to use the Nordic Ecolabel when the relevant license or registration is valid. Use of the Nordic Ecolabel must comply with the regulations in Section 7 and the prevailing version of the Logo Guideline for the Nordic Ecolabel.

The licensee's right to use the Nordic Ecolabel ceases at the end of the license period, when the license becomes invalid or when the licensing relationship between licensee and responsible Nordic Ecolabelling organization ends in any other way. Termination of a license always leads to the immediate annulment of associated registrations.

Should a former holder of a license/registration continue to make use of the Nordic Ecolabel without being granted a new license/registration, the Nordic Ecolabelling organization reserves the right to claim financial compensation. The size of such compensation shall be equivalent to the turnover-based license fee that a licensee would have been required to pay for a license, and a financial penalty, the severity of which is determined by the extent and duration of the infringement as well as the damages that Nordic Ecolabelling may have incurred as a result of such misuse. Such a financial penalty should not normally be less than EUR 4,000 (four thousand). The Nordic Ecolabelling organizations may also take legal action against the infringement of the Nordic Ecolabel or if rules in the prevailing version of the Logo Guideline for the Nordic Ecolabel are not fulfilled.

Licensees who use the Nordic Ecolabel on products that do not fulfil the criteria to which the licensee committed itself shall be considered to have misused the Nordic Ecolabel.

2.8 Liabilities

Licensing and registration do not transfer any product liabilities in relation to third parties from the licensee to the Nordic Ecolabelling organization.

The licensee may not cite the licensing scheme, or inspection by the Nordic Ecolabelling organization, in any guarantee or description of liabilities.

The Nordic Ecolabelling organizations are not liable for any loss or injury incurred by a third party as a result of the use of the Nordic Ecolabel, including in advertising.

The licensee shall indemnify the Nordic Ecolabelling organizations and prevent loss, injury or liability that the Nordic Ecolabelling organizations may incur as a result of the licensee's breach of contract, or of a failure of product compliance with stipulated criteria during the licensing period.

Licensees shall use the Nordic Ecolabel in accordance with good practice and in compliance with the Nordic Ecolabelling organization's requirements (see Section 7 and Appendix). Unauthorised use will be prosecuted.

The above applies correspondingly to those companies that hold registrations.

3 Inspection

3.1 Choice of test laboratory

Sampling and analysis, inspection and/or examination or the like will be carried out as specified in the criteria for the relevant product group. Unless specified otherwise in the criteria, laboratories must be competent and independent. The applicant is responsible for documentation and liable for any costs that may arise.

3.2 On-site inspection following application

Before a license is issued, the Nordic Ecolabelling organization will normally pay an inspection visit to the applicant and/or the manufacturer. If necessary, multiple inspection visits can be made.

3.3 Quality and environmental assurance

The licensee is required, with the assistance of documented procedures and guidelines, to ensure that all its Nordic Ecolabelled products comply with the Nordic Ecolabelling criteria for the duration of the validity period of the license/registration. The licensee is also obliged to retain documentation in respect of any samples, measurements and similar required by the relevant criteria. The licensee is obliged to keep a register of all complaints and corrections made in respect of its ecolabelled products. The Nordic Ecolabelling organizations are entitled to demand immediate supply of the above-mentioned documentation.

The above applies correspondingly to those companies that hold registrations.

3.4 Annual inspection / follow-up inspection

The licensee is obliged to prepare and submit annual reports to the Nordic Ecolabelling organizations, as indicated in the criteria for the relevant product group.

The Nordic Ecolabelling organization that has granted the ecolabelling license/registration may, through follow-up inspections, ensure that the licensed product fulfils the specified requirements. Such inspection visits may be made to the licensee, manufacturer, supplier, importer, wholesaler or retailer without prior notice.

If inspection reveals non-compliance, the Nordic Ecolabelling organization that issued the license may undertake additional inspection or may require the licensee to carry out changes to the product, process or quality system. The licensee shall be informed in writing of any decision to require such changes. Changes must be implemented within a reasonable timeframe from the date on which the Nordic Ecolabelling organization gave notice of the requirement.

If inspection reveals that the provisions of the criteria have not been met, the Nordic Ecolabelling organization that issued the license may instruct the licensee to implement immediate measures to ensure that the requirements are met. Such measures must be implemented within fourteen (14) days of the Nordic Ecolabelling organization's demands. Alternatively, the Nordic Ecolabelling organization that issued the license may instruct the licensee to cease all use of the label, even in subsequent stages of the retail chain. The licensee is liable for any costs incurred by the withdrawal of incorrectly Nordic Ecolabelled products.

The above applies correspondingly to those companies that hold registrations.

4 Fees

The ecolabelling fees follow the principles in the Nordic Council of Ministers' Guideline for Ecolabelling. All regulations concerning fees are contained in the prevailing version of the Fee Regulations for Nordic Ecolabelling. The actual fees for various product groups are determined by the Nordic Ecolabelling organizations and can be found on the websites of the respective countries' Nordic Ecolabelling organizations.

5 Procedures for appeals and complaints

The Nordic Ecolabelling organizations have documented procedures for the handling of appeals. The appeals process is coordinated between the Nordic countries. The Nordic Ecolabelling organizations have the sole right to determine whether a product is encompassed by Nordic Ecolabelling. This decision is final and not open to appeal. Appeals against the rejection of an application or the revocation of a license/registration may be addressed to the Nordic Ecolabelling organization that made the decision. In matters concerning the revocation of a license or registration, the license or registration holder may not, unless otherwise stated, use the Nordic Ecolabel during the appeals period.

Appeals must be lodged in writing not later than four (4) weeks following notification of the decision. Only those affected by the decision are entitled to appeal. The lodged appeal must specify the decision that is to be re-assessed, the required change to the decision, and the objective grounds for the appeal. The appellant is informed in writing of the decision by the responsible national body.

6 Register

The Nordic Ecolabelling organizations must keep a continually updated register of licensed and registered products. This register must be published on their webpages. Only non-confidential information is published.

7 Regulations governing the use of the Nordic Ecolabel

The Nordic Ecolabel, the Swan label, is the logo of Nordic Ecolabelling and a registered trademark protected by national and international law (through WIPO²). All rights to the label remain the property of the Nordic Ecolabelling organizations. These in turn grant companies, for a limited period of time, the right to use the Nordic Ecolabel on and in respect of products that have been granted a Nordic Ecolabelling license.

Licensees are required to show due respect to the logotype as such. This means that they must not distort, allow other images to impinge upon, write text over, or in any other way alter the appearance of the label. The Nordic Ecolabel may not be included within, or form a part of, the logotypes of either the company or its products. All rules on the use of the logotype can be found in the prevailing version of the Logo Guideline for the Nordic Ecolabel. Compliance with this guideline is the responsibility of the licensee.

The Nordic Ecolabel may not be used in such a way that it may be interpreted as forming part of the general profile of the company (unless the company's entire product range is covered by the license) or of the company's other, non-ecolabelled products. The licensee is not

² World Intellectual Property Organization, www.wipo.int.

allowed to simultaneously market the same product with the same product name in the Nordic Countries with and without Nordic Ecolabel.

Furthermore, national legislation in respect of marketing must be followed, and ICC's³ rules for environmental advertising and marketing communications observed. The Nordic Ecolabelling organizations reserve the right to inspect use, and, if necessary, require changes of the licensee.

8 Changes to these regulations

The NMN reserves the right to change these regulations. All licensees and holders of registrations will be informed of such changes in writing.

³ International Chamber of Commerce, www.iccwbo.org.

Applicant's and Manufacturer's undertaking

When making an application, the applicant provides information about the company applying for the license, its products and turnover. The application also includes the applicant's and the manufacturer's respective undertakings, as follows:

Applicant's undertaking

We are well acquainted with the Regulations for Nordic Ecolabelling of Products, the Fee Regulations for Nordic Ecolabelling and the Logo Guideline for the Nordic Ecolabel. If our application for a Nordic Ecolabelling license is granted, we undertake to follow its rules as well as the Nordic Ecolabelling criteria and other regulations of which the Nordic Ecolabelling organization may inform us.

We thus undertake to follow the above-named regulations and:

- to satisfy current regulatory requirements on the exterior and interior environment in all production and handling of the product.
- to satisfy regulatory requirements applicable to the product in the Nordic area.
- to use the Nordic Ecolabel only on products that satisfy, in all respects, the requirements in the current Nordic Ecolabelling criteria.
- to use the Nordic Ecolabel only on products included in our license.
- not to simultaneously market the same product with same product name in the Nordic Countries with and without Nordic Ecolabel.
- to use the Nordic Ecolabel in accordance with Section 7 of the Regulations for Nordic Ecolabelling of Products and the Logo Guidelines for the Nordic Ecolabel.
- to provide factual information on the significance of Nordic Ecolabelling in product advertising and marketing material.
- to pay the required fee to the Nordic Ecolabelling organization and other costs in connection with our application for a Nordic Ecolabelling license and the inspection and testing on Nordic Ecolabelled products which are demanded by the Nordic Ecolabelling criteria in question or other regulations.
- for products not subject to the Nordic fee system, to apply for registration and pay the license fees and other costs to the Nordic Ecolabelling organizations in the other Nordic countries in which the Nordic Ecolabelled product is sold.
- to supplement the application with documentation regarding particular national requirements if the product is to be marketed in countries other than those specified at the time of application.
- to indemnify in full the Nordic Ecolabelling organization in the event of claims or other financial expenses incurred by the Nordic Ecolabelling organization as a result of damage caused by the product manufactured and/or sold by the licensee, including faults and defects in the product itself.
- to use the Nordic Ecolabel only while the associated license is valid.
- to immediately report any product or market changes that affect the issued license, to the Nordic Ecolabelling organizations where the product/service is sold.

The agreement permitting the use of and reference to the Nordic Ecolabel is concluded when a license is issued by the Nordic Ecolabelling organization.

Manufacturer's undertaking

We are well acquainted with the regulations referred to in this application. As the manufacturer of the products for which the applicant is requesting a Nordic Ecolabelling license, we hereby agree to manufacture our products in agreement with the Nordic Ecolabelling criteria in question. We also agree to satisfy pertinent regulatory requirements for the exterior and interior environment and handling of the product as well as regulatory product requirements.