

§ 1 Introduction

The aim of the BASTA system is to phase out substances with hazardous properties from construction products. Products that are registered in the BASTA system may not contain substances with properties according to agreed criteria, at concentrations above specified limits.

The BASTA-system includes two registers: products registered in the BASTA-register must meet the more complete BASTA-criteria, while the BETA-register allow products that only meet the basic BETA-criteria.

The supplier must also meet a number of requirements as stated in these terms of agreement to be allowed to register products in the system.

The BASTA organisation:

- Provides Properties Criteria
- Provides a system with two registers of construction products that meet agreed properties criteria
- Through regular audits and regular development of the terms of qualification promotes the perception of the BASTA system as credible both for users and for participating Suppliers.
- Ensures that the BASTA system is kept available and that attention is paid to it among Suppliers and users.

The Supplier:

- Registers data on those products that meet agreed properties criteria.
- Can verify all registered data.
- Has the right in its marketing to refer to the fact that its products are registered in the BASTA system; with a clear reference to if the product is registered in the BASTA-register or the BETA-register.

§ 2 Definitions

Terms and expressions that are to provide a guide to application and interpretation can be found in the annex headed "Definitions of key terms".

§ 3 Scope

These terms of agreement are applicable to a Co-operation Agreement signed between BASTAonline AB and the Supplier for the registration of products in the BASTA system.

§ 4 Terms of qualification

Self-declaration of BASTA-registered construction products

The supplier bears full responsibility for the data on which the BASTA registration is based being correct. This undertaking is confirmed when the co-operation agreement is signed and on registration of the individual product.

The supplier shall be able to verify that:

- it's products which are registered in the BASTA system meet agreed properties criteria at all times.
- there is documentation which confirms the assessment according to the properties criteria for those products that are registered in the BASTA system.
- there is an organisation which clarifies the distribution of responsibility for the assessment on which BASTA-registered products are based.
- necessary competence, as indicated below, is available to deal with the terms of qualification for BASTA registration.

The Supplier must be able to verify the assessment as stated below for the complete product. For products or parts thereof which the Supplier does not manufacture himself, and where the Supplier for secrecy reasons does not get access to a complete declaration of composition, he must reassure himself that the sub-suppliers and their products/components meet the terms of qualifications according to § 4 of this terms of agreement. This may be presented in a sub-supplier declaration according to a template. The underlying documentation to such sub-supplier declaration must be presented to a BASTA-auditor in Sweden upon request at a BASTA-audit carried out according to § 6 Validation of these terms of agreement.

Declaration of composition

The Supplier must have full access to the complete chemical composition of the product for it to be registered in the BASTA-system. The Supplier must be able to present documents verifying this.

The documents shall include:

- Substances or raw materials contained
- CAS number or equivalent identification system
- Percentage by weight of the product as delivered to a building site

Exceptions from the declaration of composition is accepted for products or parts thereof which the Supplier does not manufacture himself, provided that the Supplier has reassured himself, according to template provided, that the manufacturing sub-suppliers meet the terms of qualifications according to § 4 of these terms of agreement for the specified product or part thereof.

Exceptions from the declaration of CAS numbers are permitted for not modified raw materials such as minerals, wood and similar when the chemical properties by the Supplier is considered irrelevant for the BASTA-registration. The reasons for such consideration must be documented.

Properties criteria

The properties criteria in accordance with the annexes provide the basis for the Supplier's assessment of whether products can be registered in the BASTA system.



Any changes to these criteria can only be made in conjunction with annual renewal of the co-operation agreement, and notice of them shall be given by the BASTA organisation at least six months in advance.

Assessment of substance properties

The Supplier shall for each registered product be able to confirm the assessment in either of following ways:

- The supplier shall be able to present documents, which describe in detail how the health- and environmental assessment of each substance has been made in relation to the agreed properties criteria.
- If there is an assessment overview for the product, it's parts or constituting content, in accordance with regulation (EC) No 1907/2006 (REACH) title IV, and a safety data sheet, this can form the assessment documents. Unless included in the assessment overview there should also be a separate declaration that the product meets criteria 9, 10 and 11.
- A reference to a BASTA registered component is accepted for such parts or component contained in a construction product.

Competence requirements

The person or persons who on behalf of the Supplier handle the data on which registration in the BASTA system is based shall have the necessary competence. The competence may exist in several individuals within the company/group, externally at the company's suppliers and/or at an externally appointed consultant. The following competence shall be at hand.

- Good knowledge of health and environmental assessment of chemical substances (toxicology and eco-toxicology)
- Good knowledge of the chemical composition and manufacturing processes of the products
- Good knowledge of the European regulatory system for chemicals legislation, implemented in Sweden by KIFS
- Good knowledge of the classification and labelling of chemical substances (being able to prepare/interpret safety data sheets including their risk phrases, hazard classes etc.)

Those individuals who handle the documents and the assessments for registration of products in the BASTA system shall be identified by name and their respective competences. This applies to both external and internal competence.

Provision of documentation

The Supplier of products that are registered in the BETA-register must provide a chemical safety report for products where such document is demanded by law. If not covered by the chemical safety report, there must be a separate reference to if the product does not meet the BASTA-criteria for lead and mercury. When a chemical safety report does not exist, the Supplier must keep a separate environmental- and

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health information document available, according to a template provided by BASTAonline AB. For chemical products, a safety data sheet may be sufficient as environmental- and health safety information, provided that it covers the same information as the environmental- and health safety information according to the template provided by BASTAonline AB.

§ 5 Registration

The Supplier registers its company data in accordance with the instructions at www.bastaonline.se. The co-operation agreement is then signed and sent to BASTAonline AB together with a certificate of registration, which certifies the authority of the authorised signatory.

After the parties have signed the co-operation agreement, BASTAonline AB sends the Supplier a password. When this has been done, the Supplier is authorised to register data on those construction products that meet agreed properties criteria.

The Supplier is obliged to ensure at all times that those products which are registered in the BASTA system meet agreed properties criteria and that the data on the Supplier are kept up to date.

By registering a product the Supplier shall specify if the product meets the BASTA-criteria or only the BETA-criteria. In the latter case, the supplier shall specify what BASTA-criteria the product does not meet.

Products that meet the BASTA-criteria shall be registered in the BASTA-register.

The Supplier consents to all data registered by it on the qualified products, as well as basic company data, with exceptions for which the underlying verifications are, being made public in the BASTA system.

§ 6 Validation

The BASTA system is a self-declaration system. Validation takes place to ensure credibility. The validation consists of recurring audits of the Supplier's ability to meet agreed terms of qualification.

BASTAonline AB

Shall conduct annual auditing campaigns to ensure credibility for the BASTA system so that the users and those Suppliers which register their products feel confident that the products which are registered meet applicable terms of qualification.

Shall at their own expense carry out audits, with exceptions in accordance with the items below which the Supplier undertakes.

The Supplier

Shall at its own expense lend assistance in the audits.

The Supplier has a duty, in an audit, without delay, but no later than within one week from the time when a demand for this to be done has



been made, make documentation in accordance with the terms of qualification indicated above available for examination in Sweden.

Shall remedy any non-conformances in its undertakings within three months from the time when attention has been drawn to this circumstance by BASTAonline AB.

If the auditor finds that the non-conformances and the subsequent measures require a further site visit so that the audit can be completed, the costs incurred by BASTAonline AB as a result shall be reimbursed by the Supplier.

Review

If disagreement prevails between the parties with regard to the results of a conducted audit, the parties have the right to jointly refer the matter for settlement by a suitable unchallengeable arbitrator, where the issue of challengeability shall be judged in accordance with the Administration Act (1986:223). The allocation of any associated costs is determined by the arbitrator.

Review shall be called for in writing within two (2) weeks after a party has learned of the statement from the audit.

§ 7 Secrecy

All information relating to the Supplier and its operations of which BASTAonline AB and its auditors learn in an audit which is conducted under the co-operation agreement shall be treated as confidential and not passed to third parties, with the exception of what is stated under §5, last section of this contract, or where the parties have agreed else wise.

Suppliers that have exceptional reasons not to reveal the chemical substance name, including CAS number, for certain substances of a product have the right to hide these data at an audit. This is however only accepted after decision to do so in the board of BASTAonline AB. It must also be possible for the auditor to understand that the declaration of composition presented belongs to the audited product and includes all substances of the product. The Supplier must also be able to very clearly present all classification data for the substances included that specifies their health- and environmental properties and that all properties criteria are met.

§ 8 Responsibility

The Supplier is solely responsible for data on registered products in the BASTA system. With the exception of cases of negligence, BASTAonline AB is in no case responsible for direct damage that may be occasioned to a Supplier as a result of the co-operation agreement. The payment obligation of BASTAonline AB is limited to one annual fee. BASTAonline AB is in no case responsible for other damage.

§ 9 Fees

The Supplier shall pay an annual fee for the right to register products in the BASTA system and to make use of this in its marketing in accordance with the Terms of Agreement. The level of the fee is fixed annually by BASTAonline AB and notice of it is given at least one month in advance. A Supplier who chooses to terminate the co-operation does not have the right to have paid fees returned.

§ 10 Representation of BASTA registration

Registration in the BASTA system means that the Supplier has confirmed that its product meets agreed properties criteria. As these properties criteria are only based on the chemical impact of the product on the environment and health, such registration does not provide any basis for a complete environmental/ health assessment of the product. Registration in the BASTA system therefore cannot provide a basis for "good environmental choice" or similar claims. The registration in the BASTA system is additionally based entirely on the Supplier's own data, and neither can the registration constitute a basis for claims of the "approved" grade.

The Supplier has the right under this agreement to refer to the BASTA system only in the formulation *"construction product name/ is registered in the BASTA-register"* alternatively *"construction product name/ is registered in the BETA-register of the BASTA-system"* for products which are actually registered in the BASTA system and only in documents directly related to such products. The Supplier also has the right to make use of the BASTA symbol, in accordance with the instructions at www.bastaonline.se. No other use of the symbol is permitted unless special consent for this to be done has been obtained from BASTAonline AB.

When the BASTA symbol or the formulation above is used, the document shall contain an explanation with the following meaning of what the BASTA registration signifies:

"BASTA registration means that we can confirm that this product meets agreed properties criteria regarding properties that are harmful to the environment and health. See www.bastaonline.se".

The BASTA symbol or a reference to the BASTA registration may not be used on the product or its packaging.

§ 11 Period of validity and updating

The co-operation agreement and its terms of agreement constitute the complete regulation by the parties of the relevant co-operation. Changes and additions to the co-operation agreement shall be made in writing and signed by the parties.

BASTAonline AB shall notify the Supplier no later than six months before new terms of agreement or properties criteria are to start to apply.



§ 12 Notice of termination and de-registration

The Supplier may without special cause and with immediate effect give notice to terminate the Co-operation Agreement and de-register all products.

The Supplier shall immediately de-register products which do not meet the agreed terms of qualification.

BASTAonline AB has the right to de-register individual products that have not been corrected in due time after an audit.

BASTAonline AB has the right to de-register individual products if these may be assumed with good reason not to meet the criteria.

BASTAonline AB has the right to give notice to terminate the co-operation agreement with the Supplier with immediate effect:

- If it emerges that the Supplier materially contravenes applicable terms of agreement. In the event of such notice of termination, BASTAonline AB also has the right to de-register all the Supplier's products.
- If the circumstances for operation of the BASTA-system change, for example as a result of changed economic circumstances or a change in legislation.

A Supplier that is de-registered as a result of material contravention to the terms of agreement is entitled to sign a new co-operation agreement with BASTAonline AB after an audit has been completed without any non-conformance. The Supplier should totally cover the cost for such audit, including any administrative costs BASTAonline AB might have. Re-registration of de-registered products may be done as soon as the reason for the de-registration has been eliminated, and BASTAonline AB has been informed in writing about this.

In addition to what is otherwise stated in these terms of agreement, a party has the right with immediate effect to give notice to terminate the co-operation agreement if the other party initiates a liquidation process, applies for bankruptcy proceedings or is declared bankrupt, suspends payments or in some other way may be feared to be insolvent.

Notice of termination shall be made in writing.

Appeal

The decision of BASTAonline AB to de-register individual products where the Supplier, after an audit, cannot confirm within the specified time that the product meets the terms of qualification may be appealed to BASTAonline AB. The appeal may be made in writing no later than four (4) weeks after the Supplier has been informed of the decision. The appeal shall state what decision is to be reviewed, the change in the decision requested and the grounds on which the appeal is being made.

§ 13 Resolution of disputes, applicable law

A dispute occasioned by the co-operation agreement, which is not finally settled according to the rules in these terms of agreement, shall be settled by an ordinary court of law if the parties do not agree on some other specific method of dispute resolution.

Swedish law shall be applicable to the co-operation agreement.

