

# Agreement - Join the BASTA-system

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# Agreement between

BASTAonline AB ("BASTAonline AB")	Insert the name of the company ("Company")
Organisation number:	Organisation number:
556719-5697	Enter organisation number

## Fee level

Annual fees for 2026

### Annual turnover under 18 million SEK

Selected fee level	Number of articles that are to be registered	Annual fee
<input type="checkbox"/>	1-3 articles	5 000 SEK
<input type="checkbox"/>	4-10 articles	9 000 SEK
<input type="checkbox"/>	>10 articles	13 500 SEK

### Annual turnover over 18 million SEK

Selected fee level	Number of articles that are to be registered	Annual fee
<input type="checkbox"/>	1-3 articles	9 500 SEK
<input type="checkbox"/>	4-10 articles	19 000 SEK
<input type="checkbox"/>	>10 articles	27 500 SEK

The chosen fee level is based on information provided during registration.

Definition of article: Products must be registered at the article level, which means that each unique product must be registered as its own article. Example: if a product is available in three sizes; 1 litre, 5 litre and 10 litre, then they should be registered as three articles.

The company is responsible for immediately notifying BASTAonline AB if the number of articles exceeds the stated number or if the turnover changes to an extent that affects the annual fee. BASTAonline has the right to adjust the annual fee as above if turnover or the number of registered articles changes.

# 1 Introduction

IVL Svenska Miljöinstitutet AB and Byggföretagen mutually owns BASTAonline AB who's main business is the operation of the BASTA-system.

The BASTA-system contains a public accessible database where suppliers and manufacturers of building- and construction products register articles that meet the BASTA-systems criteria.

Via BASTA-system's public search service, open API and logbook service, anyone who seeks to make conscious product choices can find information about registered articles.

Register products meets one of the following grades: ALPHA, BETA, DECLARED, BETA to ALPHA, DECLARED to ALPHA or registered in the product group ELECTRONICS. Which grade a product gets is based on the criteria that are met within the criteria area "Health and Environmental Hazard".

It is also possible to provide information on criteria fulfilment within the voluntary criteria areas Circularity, Renewability, Environmental effects and Emissions and tests.

## 2 Grant, start-up

This agreement gives the Company the right to use the BASTA-system for the registration of self-produced and purchased products in accordance with the terms set out in this document.

The company undertakes to comply with the terms of this agreement and to comply with the criteria described in BASTA's criteria document. This also means that the Company must report which criteria are met within the criterion area "Health and Environmental Hazard" and follow the criteria in the criteria area "Organization".

In order to register products in the BASTA system, the following is required:

### 2.1. Read the criteria document and agreement terms to join the BASTA-system

Before a company joins the BASTA system and register its products, it is important to read the criteria document and the terms for registering products, which are contained in this agreement.

### 2.2. Assessment and documentation

It is the company's obligation to assess whether products to be registered meet the system's criteria and to save assessments along with the documents used. To register a product in the BASTA system, the company is required to fulfil the criteria described under the criteria area "Organisation" and the product has be assessed against all criteria under the criteria area "Health and environmental hazards". When registering, it must be stated which of the criteria the product meets, and which it does not. In order to make the assessment, the company must have complete documentation that shows whether the content of the product meet the criteria. How assessment is to be carried out and how assessment data is to be handled is described in criteria O2: "Assessment and documentation" in the criteria area "Organisation" in the BASTA-systems criteria document.

## 2.3. Connect the company to the BASTA system

When the assessment is made and documentation has been compiled, the company can join the BASTA system.

To connect the company to the BASTA system, the following steps are taken:

1. Create a personal user account with BASTA, via [www.BASTAonline.se](http://www.BASTAonline.se)
2. On the Dashboard page, select "Register new company"
3. Fill in the basic information about the company required, then click save. Now the company has been created and you can work on your application
4. Fill in at least the required information and click on submit application. In this step, you fill in information about invoicing and who should sign the agreement. To facilitate the process, the right-hand menu also provides information about what information is missing in order to submit
5. BASTA will send out the agreement (this agreement) for signing and when the agreement is signed, the company is activated and you can start registering articles. At this stage, it is also good to fill up with the optional company information such as website
6. The company will be invoiced according to the current price list

The user account credentials are personal. To allow additional users to administer the corporate account, they should create their own user account.

Before the Company starts making registrations in the BASTA system, the Company shall appoint a Company Manager who, on behalf of the Company, has the overall responsibility for registrations in the BASTA system and for ensuring that the organizational criteria are met.

## 2.4. Register products

When the company is activated, users linked to the company can register products. Products must be registered at the article level, which means that each unique product must be registered as its own article. Example: if a product is available in three sizes, 1 litre, 5 litres and 10 litres, they should be registered as 3 articles.

A company can have multiple users registering and managing registered products. Registration can be done via manual entry or via an import file. All products registered shall be assessed and documented according to criteria O2: "Assessment and documentation" in the criteria area "Organisation" in the BASTA-systems criteria document.

## 2.5. Updating registered products

The company is obliged to ensure that assessments are updated if the composition of the product changes, the constituent substances gets a changed classification or if the BASTA system's criteria are updated. See criteria O3: "Update of assessment in case of changes" in the criteria area "Organisation" in the BASTA-systems criteria document.

## 2.6. Audit

Companies that have joined the BASTA system must approve that BASTA has audits carried out to check that assessments and documentation are correct. The audits also cover the company's subcontractors. See criteria O4: "BASTA audit" in the criteria area "Organisation" in the BASTA-systems criteria document.

# 3 Requirements on companies that has joined the BASTA-system

Companies that join the BASTA system undertake to comply with the criteria described in the BASTA system's criteria document.

This applies both to criteria that cover products to be assessed and registered and to criteria that cover the company's work with the BASTA-system with regard to assessment, registration and marketing.

## 4 Validation of registered articles

Registration of products under this Agreement shall be validated to ensure compliance with the mandatory criteria and information provided on optional criteria areas. BASTAonline AB and the Company shall therefore perform validation as follows:

BASTAonline AB shall:

- a) Have regular audits of the Company carried out and funded in order to maintain the credibility of the BASTA-system
- b) Deregister products or companies that violated any provision of this Agreement or criteria
- c) Unregister products if, according to BASTAonline AB's assessment, these can be assumed to be incorrectly registered

The company shall:

- a) Immediately update registered products, registered by the Company, if these no longer meet the specific criteria's
- b) Assist with audits to the extent requested
- c) In the event of an audit as soon as possible and no later than two (2) weeks from the auditor's request, keep documentation according to the criteria available for the auditor's review. The documentation must be in Swedish or English
- d) Rectify any deviations reported during the audit no later than three (3) months from the time the deviation was reported by the auditor
- e) Reimburse BASTAonline AB for any additional costs in the event that the auditor points out serious deviations or deficiencies that require extensive additional work beyond a customary audit
- f) Reimburse BASTAonline AB for any additional costs in the event that the audit requires extensive extra work in addition to the usual audit
- g) Make any cancellation or rescheduling of audits within fourteen (14) days before the planned audit date. If cancellation or rebooking takes place later, BASTAonline AB has the right to receive compensation from the Company for costs thereof

In the event that BASTAonline AB discovers that a product registered by the Company no longer meets the criteria, this is notified in writing to the Company, which shall rectify the product within fourteen (14) days from the date of notification. If correction has not been made within the time specified, BASTAonline AB will deregister the product from the BASTA system.

If, for exceptional reasons, the Company is unable to disclose the chemical name and associated CAS number of specific constituent substances in a product, it has the right to disclose the list of ingredients where this confidential information is hidden during an audit. This can only be done after a decision by the Board of Directors of BASTAonline AB. However, it must be possible for the auditor to determine from the content statement that it relates to the audited product and covers all substances contained in the product.

In addition, the company must disclose to the auditor in a very clear and credible manner the classification of the constituent substances and other information indicating their health and environmental properties and supporting the assessment against the criteria.

## 5 Information transfer & confidentiality

BASTAonline AB is entitled to use the product information registered by the Company as well as other information provided upon registration in the BASTA-system. This means that information about both active, depublished and deleted registrations can be published for both companies that are connected to the BASTA system and for companies that are no longer connected to the BASTA system, the background to this is to be able to provide the market with information also about previously assessed articles.

BASTAonline AB commits not to disclose information that BASTAonline AB received from the Company that are of such a nature that it is considered as the Company's trade secret, such as information about the Company's operations, suppliers and underlying verifications that BASTAonline or the auditors obtain through this agreement. This obligation does not include information that is provided in the BASTA-systems register since that data is public, or such information which BASTAonline can show are generally known or enters the public domain, in other way than through a breach by BASTAonline AB against the contents of this agreement. In addition, this obligation does not affect such information that BASTAonline AB are obliged to make available under a provision of law or regulation or by official regulatory decision.

All information on the BASTA-system, its structure, functions, and any future changes or developments that BASTAonline AB has not themselves made public, which the Company receives under this agreement, shall be treated as strictly confidential and may not be provided to third parties or published.

## 6 Personal data

As part of the fulfilment of providing the BASTA-system, BASTAonline AB will collect and process the personal data registered by the designated contacts at BASTAonline AB. In accordance with the EU Data Protection Regulation (EU 2016/679) ("Data Protection Regulation"), BASTAonline AB is the data controller responsible for collecting and processing the personal data.

The Company is responsible for informing the individuals concerned that the registration on [www.bastaonline.se](http://www.bastaonline.se) means that BASTAonline AB will collect and process the personal data as previously defined. Such individuals should also be informed how BASTAonline AB collects and processes personal data and that contact information for BASTAonline AB is available at [www.bastaonline.se](http://www.bastaonline.se).

## 7 Term of agreement and termination

This agreement is valid from the date of the parties' authorized signing, and until December the 31, the year that the contract is signed and entered into. The contract period will be extended by one (1) year at a time unless one of the parties have terminated the contract with at least three (3) months written notice before the contract expiry date.

BASTAonline AB has also the right to terminate this agreement with immediate effect:

- a) If the Company materially fails in his obligations under this Agreement and not completed the remedy within fourteen (14) days from BASTAonline's written warning
- b) If the company is declared bankrupt, goes into liquidation or otherwise can be assumed to have become insolvent
- c) If the conditions for the operation of the BASTA-system changes significantly

Upon termination of the contract the Company product information in the BASTA-system will be de-registered.

A Company that is de-registered as a result of that the agreement was terminated, due to what is stated in point a) above, has the right to enter into a new agreement for registration, after a new audit has taken place, and with regards to the Company, have a result BASTAonline AB deems to be satisfactory. All BASTAonline AB:s costs for such audit shall be reimbursed by the Company.

## 8 Applicable law and legal contention/ Governing Law and Dispute

This Agreement is governed by Swedish law. Disputes arising in connection with this cooperation agreement shall be finally determined by arbitration under the Rules for Expedited Arbitration of The Arbitration Institute of the Stockholm Chamber of Commerce.

The seat of arbitration shall be Stockholm. The procedural language shall be Swedish.

## 9 Marketing

During the term of this agreement, the company has the right to refer to the product being registered in the BASTA system and meeting one of the BASTA system's grades or product groups in accordance with criterion O5: "Marketing" in the criteria document.

If the trademarks are misused, the following actions will be taken:

- Correction of usage will be required within a given timeframe. The length of the time frame will be assessed and set depending on the type of misuse and extent
- Checks will be carried out on an ongoing basis to ensure that the incorrect use of the trademarks has been corrected or ceased

The company is not entitled to use or register trademarks, product names or trade names that may be confused with BASTAonline AB's trademarks. Through this agreement, the company acquires no rights whatsoever to BASTAonline AB's trademarks, but these may only be used in accordance with and in the manner specified in this agreement. BASTAonline AB reserves the right to take such legal action as BASTAonline AB deems appropriate in respect of any unauthorized use of BASTAonline AB's trademarks in violation of this Agreement.

## 10 Contingent/contractual liability

The signing Company is solely responsible for the information that they submit during their product registration under this agreement.

The signing contractual Party is liable for any damages that the other contractual Party is caused by their negligence. BASTAonline ABs liability for damages does not cover indirect damages, such as loss of profit, loss of production, etc. BASTAonline ABs liability is limited to an amount equivalent to the annual fee under this agreement.

## 11 Competition clause

The signing Company commits themselves to during the contractual period or for a period of three (3) years after its termination not to, whether directly or indirectly engage in the development, manufacture, sale or rental of any service or product, that directly or indirectly, compete with or may come to compete with the BASTA-system.

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**BASTAonline AB**

[www.bastaonline.se](http://www.bastaonline.se)

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## 12 Transfer, amendments & supplements

Parties may not, in whole or in part, assign/transfer or pledge their rights or obligations according to this agreement without the other Party's prior written consent. Amendments and supplements to this agreement must be in writing and signed by both Parties to be valid.

## 13 Compensation and fees

### 13.1 Annual fee

For the right to register products under this agreement, the Company shall pay the applicable annual fee at any given time, which is payable per calendar year. Payment must be made within thirty (30) days from the date of BASTAonline AB's invoice. The annual fees are adjusted annually according to Statistics Sweden's "Services producer price index", the adjustment is based on the service price index for quarter 1 of the previous year, starting with the annual fees for 2024, with rounding to even SEK 500 intervals. BASTAonline AB also has the right to make individual adjustments to the annual fee, which must be announced at least four (4) calendar months before the new annual fee becomes effective. This does not apply to adjustments according to the services producer price index.

The Company's participation under this Agreement is per calendar year and in accordance with the differentiated fees described in chapter "Fee level" above. The selected annual fee is based on the information provided when registering in BASTA's tool.

### 13.2 Late fee for unpaid invoices

If invoices from BASTAonline AB are not paid on time, BASTAonline AB has the right to charge a late fee of SEK 5,000 (excluding VAT) per invoice.

### 13.3 Fee for failure to respond to questions about registered articles

If an affiliated company does not respond to requests from BASTA for registered articles within fourteen (14) days, BASTA has the right to charge a fee of SEK 5,000 (excluding VAT).

### 13.4 Other fees

According to Chapter 4, BASTAonline AB has the right to charge a fee if the audit is not carried out according to the usual time consumption due to deviations, lack of documentation or late rebookings.

According to Chapter 7, BASTAonline AB has the right to charge a fee for extra audits in connection with previously closed companies reconnecting to the BASTA system.

BASTAonline AB is entitled to compensation for costs as set out in Chapters 4 and 7. In the event of delayed documentation, BASTAonline AB has the right to charge a late fee of SEK 5,000 (excluding VAT). In the event of extra work linked to auditing, The compensation consists of BASTAonline AB:s prime costs with an additional 10%.

## Signing

The people who have signed this agreement are clearly visible through the digital signing. This ensures that all parties are correctly identified and that the agreement is legally binding.