



# LICENSE TERMS FOR MÖBELFAKTA

**Applies from: 2024-01-01**

**Approved: 2023-09-28**

## 1. General, scope of license etc.

These license terms apply to Licensees' (as defined below) right to use Möbelfakta, which is owned and provided by Möbelfakta Sverige AB, org. no. 559252-0810. The license is non-exclusive, non-transferable and limited as set forth below.

These license terms are attached to License agreement on right to use Möbelfakta, which is entered into by a company or other legal person (the "Licensee") for the Licensee's and its employees' and contractors' ("Users") access to and use of Möbelfakta.

Möbelfakta is a reference and labelling system for furniture, primarily designed to facilitate the setting of requirements in procurements. The aim is also to convey confidence to the Licensee's customers, i.e. that they should feel confident that the name Möbelfakta and the Möbelfakta Brand (Swedish figurative mark with registration number 524049) are stated only in connection with products manufactured with regard to quality, environment and responsible supply chains in accordance with what is stated in Möbelfakta's applicable Specification. Möbelfakta and its Specification for declaration of furniture are based on CEN, ISO and SIS standards as well as environmental criteria and ethical guidelines continuously being developed, hence Möbelfakta is continually developed and its requirements are changing over time.

Möbelfakta implies self-declaration of products by the Licensee which is performed by its appointed assessor. Licensees must always undergo verification of the first

product in accordance with point 8 before further products can be declared. All Licensees intending to declare products in Möbelfakta shall at all time during the license period have at least one User who has been trained by Möbelfakta Sverige AB and is registered as an assessor.

The Users are given access to Möbelfakta by applying, paying application fee, and register as User, after which Möbelfakta Sverige AB provides login details for the User. The login details are for registered Users only and personal for them.

Furniture declarations for the Licensee's individual products shall be made by an assessor who shall certify that the product meets Möbelfakta's Specification. The furniture declaration shall thereafter be sent to an auditor appointed by Möbelfakta Sverige AB, who on behalf of Möbelfakta Sverige AB decides whether the declaration can be approved. After approval of the furniture declaration Möbelfakta Sverige AB issues a Möbelfakta certificate provided that the CEO and assessor, through signing of the declaration shows that all requirements under section 3 below are met.

However, the Licensee has the right to use the Möbelfakta Brand on its products as well as in marketing and information materials for declared products, according to the guidelines set out below, only after the approval of the furniture declaration and a Möbelfakta certificate has been issued for the product, as well as once the Licensee has paid the applicable annual fee and declaration fee for the product.

Möbelfakta's website, [www.mobelfakta.se](http://www.mobelfakta.se), is open for everyone to use. For instance, all manufacturers are able to access information on the website and adjust their products to Möbelfakta's requirements. However, it is only Licensees who have been granted a license under these license terms, and paid the applicable fees, that has a non-exclusive, non-transferable and limited right to declare products under Möbelfakta and to use the Möbelfakta Brand as set out below.

A manufacturer who has not been granted a license to Möbelfakta under these license terms may therefore not use the Möbelfakta Brand, or any expressions, symbols or marks which are confusable with the Möbelfakta Brand. All rights attributable to Möbelfakta and its contents, including copyright and all other intellectual property rights attributable to the development of Möbelfakta, the compilation of the contents of Möbelfakta and the individual materials in Möbelfakta are owned by Möbelfakta Sverige AB.

Procurers and purchasers of furniture may use the name "Möbelfakta" in connection with the specifications for procurement and purchasing of furniture.

A right to this license requires that the Licensee pays the applicable annual fee per calendar year. The Licensee is also obliged to pay Möbelfakta Sverige AB a declaration fee per furniture declaration, to be paid after Möbelfakta Sverige AB has approved the furniture declaration, as well as a fee for renewal upon renewal of the declaration. Fees applicable under these license terms are set out in Fees for Möbelfakta, appendix 2 to the License agreement on right to use Möbelfakta, as well as stated on Möbelfakta's website, [www.mobelfakta.se](http://www.mobelfakta.se).

Payment of fees under these license terms shall be made within thirty (30) days from the date of invoice of Möbelfakta Sverige AB.

For the avoidance of doubt, the Licensee is responsible, as for its own part, for the fulfilment of these license terms for any subcontractor or other third party appointed by the Licensee under section 13 below.

## **2. Personal data**

As part of the fulfilment of providing the grant of license under these license terms, Möbelfakta Sverige AB will process personal data of the Users appointed by the Licensee. In accordance with the EU Regulation on Data Protection (EU 2016/679) ("Data Protection Regulation"), Möbelfakta Sverige AB is the data controller for the processing of the personal data. The processing of personal data that occurs when the license is used and for which Möbelfakta Sverige AB is the data controller is in accordance with the grounds and purposes stated in Möbelfakta Sverige AB's privacy policy at [www.mobelfakta.se](http://www.mobelfakta.se).

## **3. Terms for approval of furniture declaration**

A furniture declaration shall be made for one of the products of Licensee, which the Licensee manufactures itself. However, the product, and the furniture declaration for the product, may refer to variations of a product, such as a product with or without supplements (armrest, headrest, etc.) or different formations of the product (various sizes or models of a product).

If a product is to be declared for the first time the declaration shall include a test report

on the product, issued by an accredited laboratory.

If the declaration relates to a variation of a product according to the first paragraph above, which has previously been approved as a furniture declaration, the declaration shall include a statement on the variation which was based on the previous test report. The statement shall be issued by an accredited laboratory and issued maximum five years ago, unless Möbelfakta Sverige AB in a specific case and after the Licensee's request accepts an older statement.

The following conditions shall be met in order for Möbelfakta Sverige AB to approve the furniture declaration and to issue a Möbelfakta certificate after its approval:

- a) The Licensee shall have entered into a License agreement on right to use Möbelfakta;
- b) The Licensee shall submit a correctly completed furniture declaration in accordance with the electronic form provided by Möbelfakta Sverige AB, to Möbelfakta Sverige AB;
- c) The Licensee's assessor shall certify that the product meets the Möbelfakta Specification;
- d) The Licensee's Möbelfakta assessor and an authorized signatory of the Licensee shall sign the furniture declaration; and
- e) The Licensee shall have paid the annual fee and the declaration fee for the furniture declaration to Möbelfakta Sverige AB.

Möbelfakta Sverige AB has the right to, regardless of the Licensee's compliance with the provisions under paragraphs a) - e) above, deny approval of the furniture declaration if the Licensee:

- 1) has submitted incorrect or incomplete information to Möbelfakta Sverige AB in, or in connection with, the Möbelfakta declaration;
- 2) has been imposed criminal penalty, such as a company fine or a charge imposed by an authority;
- 3) has been convicted of unfair or misleading marketing;
- 4) has used the Möbelfakta Brand in violation of the Möbelfakta license terms applicable at the time, or
- 5) otherwise has violated the Möbelfakta license terms applicable at the time.

#### **4. Validity period for Möbelfakta certificate and time for use of the Möbelfakta Brand on declared product**

The period of validity of the Möbelfakta certificate is five years from the date of issue. The Licensee may renew a declaration, whereby the renewed declaration is valid for five years from the date of issue.

The Licensee's right to use the Möbelfakta Brand applies until the end of the validity of the Möbelfakta certificate, unless the Licensee's license under these license terms has expired under section 9, whereby the Licensee's right to use the Möbelfakta Brand expires upon termination of the license, see section 10 below.

## **5. Requirements after approval of furniture declaration**

Upon granted approval of a furniture declaration and Möbelfakta's issue of a Möbelfakta certificate for the product, the Licensee shall:

1. ensure that the product under the furniture declaration, as well as all marketed variations of the product, complies with the applicable Specification which forms the basis for the approved declaration and the issued Möbelfakta certificate;
2. comply with the applicable legislation for the product; and
3. ensure that any subcontractor or other third party contracted by the Licensee complies with these license terms where applicable, under section 13 below.

## **6. Licensee's marketing and obligation to inform**

The Licensee shall ensure that all marketing and sales of a product which is subject to approved furniture declaration does not give the impression that the marketing or sale refers to other products or such part of the Licensee's business which is not governed by these license terms.

Any use of the Möbelfakta Brand shall always be made together with the registration number given for the product by Möbelfakta Sverige AB when issuing the Möbelfakta certificate.

The Licensee is entitled to use the Möbelfakta Brand, under the license period and under these license terms, in product documentation or in direct connection with registered products in digital media.

The Licensee's use of the Möbelfakta Brand shall be in accordance with the applicable Graphical Manual and Marketing Manual issued by Möbelfakta Sverige AB.

The Licensee's rights to use the Möbelfakta Brand may not be assigned, whether in whole or in part, without Möbelfakta Sverige AB's prior written approval, see section 14 below.

The Licensee does not have any right to use or register any trademark, product name or company name that can be confused with the Möbelfakta Brand.

Under this license the Licensee does not acquire any rights whatsoever to the Möbelfakta Brand, and the Möbelfakta Brand may only be used in accordance with and as specified in these license terms. Möbelfakta Sverige AB reserves the right to take any legal action which Möbelfakta Sverige AB finds appropriate in respect of all unauthorized use of the Möbelfakta Brand in violation of these license terms.

## **7. Change of Specification**

If Möbelfakta Sverige AB changes the Specification for Möbelfakta, the Licensee is required to adapt its previously Möbelfakta-declared product as soon as possible under the new terms of the Specification unless the Licensee terminates the license under section 9 below. The Licensee is only entitled to continue to use the Möbelfakta Brand for a product that has not been adapted to such new terms for a period of twelve to thirty-six months, depending on the change in question and what Möbelfakta Sverige AB decides, thereafter the Licensee's right to use the Möbelfakta Brand for the product ceases.

## **8. Verifications**

Möbelfakta Sverige AB, or any appointed representative of Möbelfakta Sverige AB, has

the right to perform random verifications to review if a product which is subject to the Licensee's approved furniture declaration complies with the information provided in the furniture declaration and that the Licensee complies with the applicable license terms and Specification. The Licensee is obliged to receive Möbelfakta Sverige AB, or its appointed representative, within a reasonable time from Möbelfakta Sverige AB's announcement of pending random verification, and to provide documentation and information for enabling the verification. The Licensee shall assist in such verification to a reasonable extent and at its own expense. Includes audit fees for on-site inspections according to Fees for Möbelfakta, Appendix 2.

If any deviation from information provided upon declaration or from any applicable license terms or Specification is discovered, Möbelfakta Sverige AB will issue a report of the deviation which will be communicated with the Licensee. If the Licensee does not submit the requested documentation collected at the specified times or if the documentation is deficient and needs to be supplemented, charges will be made on an ongoing basis according to Post-audit fees in Fees for Möbelfakta, Appendix 2.

If correction has not been made within a reasonable time Möbelfakta Sverige AB has the right to terminate the Licensee's license to Möbelfakta with immediate effect under section 9 below.

## **9. Term and termination**

The license period under these license terms is valid until further notice. The Licensee has the right to terminate the license per calendar year, no later than by 31 October for termination on 31 December the same calendar year. Termination shall be made in writing.

Möbelfakta Sverige AB has the right to terminate the license with immediate effect if the Licensee has not made a correction within thirty (30) days from Möbelfakta Sverige AB's written notice if:

(a) the Licensee, or for the sake of clarity its appointed subcontractor or other third party for which the Licensee is responsible see section 13 below, violates the applicable license terms or Specification; or

(b) it proves that a product for which a Möbelfakta certificate was been issued does not comply with the information provided in the furniture declaration or that the required supporting documents (vouchers) required for approval of the declaration are missing;

Termination shall be made in writing.

The Licensee is obliged to continue to pay applicable fees during the notice period. Upon termination there is no right to repayment of paid fees.

## **10. Prohibition of use after termination of the license**

Upon termination of the license, irrespective of reason, the Licensee's right to use the Möbelfakta Brand automatically ceases without any further action from Möbelfakta Sverige AB, whereby all granted rights to the Möbelfakta Brand automatically returns to Möbelfakta Sverige AB. The Licensee shall thus immediately cease all use of the Möbelfakta Brand. Moreover, the Licensee shall ensure that all materials on which the Möbelfakta Brand is used or affixed is discarded.

## **11. Amendments**

Möbelfakta Sverige AB has the right to make amendments to the license terms, the Specification and Fees for Möbelfakta. Möbelfakta Sverige AB shall notify the Licensee

in writing well in advance and with at least three (3) months' notice before the amendments take effect.

Licensee who does not accept the amended terms or fees is entitled to terminate the license under section 9.

## **12. Limitation of liability**

Möbelfakta Sverige AB has no liability for loss of production, loss of profits, loss of income, consequential damages, liability to third parties or any other indirect damage or loss. Möbelfakta Sverige AB's total liability to the Licensee is, except in cases of gross negligence or intent, limited to the fees which Möbelfakta Sverige AB has received from the Licensee as annual fees and declaration fees during the last twelve (12) months under these license terms.

Möbelfakta Sverige AB is not liable towards anyone else than the Licensee, such as Users, Licensee's customers, suppliers, partners or any other third parties.

The Licensee's complaints and other claims against Möbelfakta Sverige AB shall be made in writing and without unreasonable delay from the time when the Licensee discovered or should have discovered the circumstance that causes the claim, but no later than within six (6) months from the circumstance occurred, after which the claim otherwise lapses.

Möbelfakta Sverige AB is under no circumstances responsible for any product that the Licensee manufactures, markets or sells using the Möbelfakta Brand. The Licensee is responsible to hold Möbelfakta Sverige AB harmless from any third-party claims in this respect.

## **13. Subcontractor etc.**

The Licensee is responsible as for its own part for the appointment of subcontractor or any another third party.

## **14. Transfer etc.**

The license under these license terms may not be transferred or assigned without the prior written approval of Möbelfakta Sverige AB.

## **15. Dispute etc .**

These license terms shall be governed by Swedish law.

Any disputes relating to these license terms shall be settled by the District Court of Stockholm as court of first instance.

---