

**THE SINGAPORE GREEN LABELLING SCHEME
AGREEMENT TO USE THE GREENLABEL**

Certification Number: 043-033

THIS AGREEMENT made the 24th day of MAY, 2016 (year),
BETWEEN GREENLABEL SECRETARIAT of the Singapore Environment
Council of 1 Kay Siang Road #04-02, Singapore (248922), (hereinafter called “the
Council”) of the one part and
CALFARME (SINGAPORE) PTE LTD of Singapore (567761)
(hereinafter called “the User”) of the other part.

WHEREAS

- (1) The Council is the Certifying Authority of the GreenLabel.
- (2) The User has requested the Council to grant him approval to use the GreenLabel
for ONE (1) YEAR.

WHEREBY IT IS AGREED as follows:

GRANT OF APPROVAL TO USE GREENLABEL

1. In consideration of the fees hereinafter agreed to be paid by the User, the Council hereby grants an approval to the User to use the GreenLabel for a period of one
(1) year commencing on 24th day of MAY,
2016 (year) and ending on 23rd day of MAY,
2017 (year) on the terms and conditions hereinafter contained.

DEFINITIONS

2. In this Agreement, the following words and expressions shall have the meanings respectively assigned to them unless there is something in the subject or context inconsistent with such construction or unless it is therein otherwise expressly provided:-
 - “Applicant” means a person who applies to use the GreenLabel.
 - “Criteria” means the Final Qualifying Criteria applicable to the Product.
 - “Product” includes equipment, components, devices or materials which are, or are to be, Certified.

- “GreenLabel” means a label or mark approved by the Council as set out in Annex A.
- “Certified” means that an examination of samples of a Product or investigation has been performed by the Council to determine compliance with the Guidelines and that permission has been granted in accordance with this Agreement for the User to represent its Product as Certified.
- “public officer” means a public officer authorised by the Council to perform tests, checks, inspections or other obligations required under this Agreement.

Words importing person import also a firm or corporation.

LICENSING FEE (paid collectively on a per model basis)

3. The User hereby agrees to pay to the Council upon the approval to use the GreenLabel a sum of \$ 1,000.00 (referred to as the Licensing Fee) for the term as stated in Clause 1.

COMPLIANCE WITH CRITERIA AND VERIFICATION

4. All Users shall abide by the relevant laws of the Republic of Singapore. Failure to comply with any of these laws shall be considered, in addition to any other sanctions as provided for under the laws to which the User may be liable, a breach of the User’s obligations under this Agreement.
5. The Council may at any time without notice during the period in which the approval to use the GreenLabel is granted, perform inspections of the User’s Product at the factory or other premises. The User shall grant any public officer free access and assistance for the purpose of determining compliance with the Criteria.
6. Any public officer shall have, at all times, during normal business hours, without any advanced notice, free and immediate access to any factory and / or facilities and to the places where the Product may be designed, manufactured, processed, tested, stored and shall receive the full cooperation of the User to facilitate the inspection.
7. Any public officer shall have free access to, and shall have the right to remove from the factory, any reasonable quantities of samples of the Product, raw materials, components, manufacturing wastes, or any other materials associated with Products which are Certified.

8. The User shall furnish without charge information and such reasonable quantities of samples of Product as may be required from time to time by the Council for examination and testing purposes. Such samples will be returned at the User's expense if required by the User. The Council shall not be responsible or liable for the state of condition of such samples.
9. The User during the period for which the approval to use the GreenLabel is granted, shall adequately ensure that the Product complies with the relevant Criteria, through a scheme of inspection and testing and logging data.
10. The Council may require tests to be carried out on the Product by the User, at a laboratory or institution approved by the Council annually or from time to time as required to ensure the Product shall comply with the Criteria. Any cost and expenses incurred shall be paid by the user.
11. The Council may at any time during the period for which the approval to use the GreenLabel is granted revise the Criteria and the User shall take steps to ensure that the Product complies with the Criteria within a reasonable time as may be stipulated by the Council.
12. The approval to use the GreenLabel shall remain the property of the Council and a User's right under this Agreement to use the GreenLabel shall not be transferable or assignable to a third party.

NOTIFICATION

13. The User shall notify the Council, in writing, within seven (7) days of any non-compliance with any of the terms and conditions of this Agreement or the Criteria.
14. The User shall also notify the Council if the User discovers that the Product may present a risk, whether disclosed or known at the time of the Agreement, to the health or safety of individuals or to the preservation of the environment.
15. The User shall, within seven (7) days, notify the Council of any new factory which produces or utilizes a Certified product; of any change in the name or address of the User; or any change in the User's factory which affects the Product.

INDEMNITY

16. The User agrees to indemnify and hold harmless the Council and any public officer against any and all liability, loss, cost, damages, legal fees and expenses of whatever kind or nature, and howsoever caused, whether by negligence or otherwise, which they sustain or incur by reason, or in consequence of :-

- (a) any and all matters arising out of this Agreement between the User and the Council; such matters shall include, but not be limited to, the certification of the Product of the User and the enforcement by the Council or any public officer of the obligation of the User;
- (b) the use or reliance upon any Criteria by the User; or
- (c) any use of the Product.

EXCLUSION OF LIABILITY

- 17. Neither the Council or any public officer assumes or accepts any responsibility for any injury or damage to the User's property or personnel that may occur during or as a result of tests, whether performed in whole or in part by the User, the Council or any public officer.
- 18. The Council or any public officer in performing their obligations under this Agreement shall not assume any liability or undertake to discharge any responsibility of the User to any other party or for compliance with the relevant laws.

FEES

- 19. The User shall pay the Council on the date of this Agreement, and on a one (1) year basis within thirty (30) days before the end of twelve (12) calendar months for endorsement renewals, fees at the rate as may be determined by the Council from time to time during the operation of this Agreement.

GUIDELINES FOR THE USE OF CERTIFICATION MARK

- 20. The User shall be given an identification number which shall make it possible for the Council to identify the User.
- 21. The GreenLabel shall only be used on Products approved by the Council through the Criteria as listed within Annex A of this Agreement.
- 22. The GreenLabel shall be identical to the logo in Annex B and shall be reproduced in green, Pantone 375C and Pantone 342C. In circumstances when these colours cannot be used for practical reasons, the label shall be in black and white.
- 23. Where the label is used, the User's identification number and a text with a brief description shall be placed below or on the right-side of the logo as set out in Annex B. The text shall be in accordance with that specified in the Criteria.

24. The GreenLabel may appear in any advertising, promotional material or other literature only in reference to the product Certified under this Agreement. The User shall amend or discontinue the use of such advertising, promotional material or other literature, and shall use its best efforts to amend or discontinue such use where generated by any other person, upon written request by the Council. The GreenLabel may be used by the User in accordance with the terms as stipulated by the Council. The GreenLabel shall not be used in conjunction with any modifying terms or phrases without the expressed written consent of the Council, such consent not to be unreasonably withheld. Any reference made to the Council which may appear in any advertising, promotional material or other literature shall not be misleading, and any such reference shall be in accordance with the Agreement.
25. Marketing measures which advertise both Product with "GreenLabel" and non-"GreenLabel" products shall not indicate the "GreenLabel" product alone. The GreenLabel shall not be used in marketing to give a general profile of any company or business unless all of its products are Certified under this Agreement.

TERMINATION OF AGREEMENT AND SUSPENSION OF APPROVAL

26. This Agreement may be terminated by the User at any time upon three (3) months written Notice to the Council.
27. Any approval to use the GreenLabel may be terminated or suspended for such period as the Council may determine if it is satisfied that –
- (a) the Product mark with a "GreenLabel" does not comply with the Criteria;
 - (b) the User has failed to comply with the revised Criteria within the time stipulated by the Council under Clause 11;
 - (c) the User has used the "GreenLabel" in respect of a Product which does not comply with the appropriate standard;
 - (d) the User has failed to comply with any of the terms or conditions of this Agreement; or
 - (e) the User has failed to pay to the Council the Licensing Fee on time.
28. Where an approval to use the GreenLabel has been suspended or terminated, or has not been renewed, under this Agreement, the User shall forthwith discontinue the use of the "GreenLabel" and shall, if the Council so requires, take the necessary steps to have the GreenLabel on such articles removed, cancelled, defaced or erased.

29. The Council shall have the right to remove the GreenLabel from any product which does not conform with the Criteria.
30. The Council may, instead of exercising its rights under Clause 27 to suspend or terminate the approval to use the GreenLabel grant to the User, institute temporary restrictions on the User's right to represent its Product as a product approved by the Council to qualify for use of the GreenLabel. Such restrictions shall be reasonable and may include the use of investigations, inspections or audits in excess of those that would normally apply.
31. The Council may recover all reasonable expenses incurred in exercising its rights under Clause 29 and institute temporary restrictions under Clause 30.
32. Where the User notifies the Council pursuant to Clause 13, 14 or 15, the User shall have fourteen (14) days to cure such non-compliance or provide a plan to the Council detailing the measures which will be taken by the User to cure such non-compliance. The acceptability of such plan is a matter solely within the discretion of the Council, which discretion shall be exercised reasonably, in accordance with the Criteria and the terms and conditions of this Agreement. The Council's decision in relation to the acceptability of such a plan is not subject to appeal, arbitration or review in any tribunal or court of law.
33. In the event that the proposed plan is not acceptable to the Council, or the non-compliance has not been cured within fourteen (14) days, the Council in its sole discretion may immediately suspend or terminate the Users right to use the GreenLabel.
34. In the event that the User does not notify the Council of any non-compliance, under Clause 13, 14 or 15, the right of the User to continue to use the GreenLabel shall, on notice, be immediately terminated.

MISCELLANEOUS PROVISIONS

35. Any notice or communication to be given to the User shall be in writing and shall be deemed to be served if forwarded to the User by post in a pre-paid letter addressed to him at his usual or last known place of residence or business.
36. This Agreement, including the User's approval to use the GreenLabel, shall not be assigned by the User and shall be binding upon and for the benefit of the parties hereto and their respective successors, administrators, heirs, executors and personal representatives.

37. This Agreement shall continue in effect for a period of one (1) year from the date of this Agreement unless otherwise terminated in accordance with this Agreement.
38. The Council may from time to time after giving one (1) month written notice, amend any of the provisions in this Agreement.
39. This Agreement shall be governed by and be construed in accordance with the laws of the Republic of Singapore.

IN WITNESS WHEREOF the parties hereto have hereunto set their


hands this 24th day of MAY, 2016 (year).

Singapore Environment Council)


SINGAPORE ENVIRONMENT COUNCIL
1 Kay Siang Road, #04-02
Singapore 248922
Tel: 6337 6062 Fax: 6337 6035
E-mail: info@sec.org.sg

Signature

SIGNED BY the User)


Signature



CERTIFICATION OF ENDORSEMENT

Singapore Green Labelling Scheme

Certification Number: 043 – 033

Expiration Date: 23 / 05 / 2017

Descriptive Text: “Made From At Least 50% Recycled Content”

Company Name: Calfarme (Singapore) Pte Ltd

Tel: (65) 6556 4111

Fax: (65) 6556 2444

Address: AMK TechLink, 20 Ang Mo Kio Industrial 2A #06-18, Singapore 567761

ANNEX A – Endorsed Product List

Brand / Trade Name	Model	Description / Specification	Product Certification No.
CALFARME	LADYBIN, MINIBIN, NAPPYBIN, BIOPLUS, BIOCARE, BIOTABS, BIO-FLUSH, BIOCLEAN, BLUE-FLUSH, ECO-BLUE, FRESHMATE, FOAMCARE, ECOBATH, ECOWASH	R3PLAS BIOCUMPOSITE AND R3PLAS OXO-BIODEGRADABLE TECHNOLOGY	043-033-1327

ANNEX B – GreenLabel Logo Design Requirements

