

**LETTER OF PARTICIPATION/COMMITMENT FOR ORDINARY  
MEMBERS TO THE A.I.S.E. CHARTER FOR SUSTAINABLE  
CLEANING – Version 2010**

**(for companies which are member of A.I.S.E. and/or its National  
Association members)**

(Ver. 7 March 2011)

**A COMMITMENT** by \_\_\_\_\_

("the Company") with a principal place of business at \_\_\_\_\_

to the **CHARTER FOR SUSTAINABLE CLEANING** ("Charter 2010") of the Association Internationale de la Savonnerie, de la Détergence et des Produits d'Entretien aisbl with its legal seat at 15A, Herrmann Debroux, 1160 Brussels, Belgium ("A.I.S.E."), dated \_\_\_\_\_,

**WHEREAS**

The Charter for Sustainable Cleaning ("Charter 2005") is a voluntary industry scheme developed by A.I.S.E. and launched on 1 December 2004. It is intended to promote sustainable development in the manufacture of household /industrial cleaning and maintenance products placed on the market in the Charter 2005 region;

Charter 2005 requires companies to have in place systems for continual assessment and review of sustainability performance at every important stage of the manufacturing process; such companies are entitled to use the Charter 2005 Trademarks;

Charter 2005 has been upgraded in 2010 with a view to ensure its continued relevance with regard to sustainability ("Charter 2010"); such upgrades may be introduced in the future by A.I.S.E. at any time and following consultation with all interested parties; Charter 2005 members, both Ordinary and Associate, are encouraged but not obliged to upgrade to Charter 2010;

Charter 2010 builds on the Charter 2005 principles and mainly adds a product dimension to which companies can voluntarily participate and under which they can indicate that their products meet advanced sustainability criteria defined by A.I.S.E. for specific product categories, the "Advanced Sustainability Profiles" ("ASP"); Charter 2010 terms, conditions and operating rules ("Operating Rules") are provided in Appendix 3;

A.I.S.E. commits to establish ASPs for those product categories covered by A.I.S.E. and where companies have manifested interest, and to keep those established ASPs up to date;

The ASPs will be updated on a regular or a need basis after consultation of the Charter 2010 member companies and with appropriate transitional arrangements so as to maintain a satisfactory level of sustainability throughout the duration of the scheme;

Charter 2005 may be phased out in the future subject to sufficient migration of members to Charter 2010;

Commitment to Charter 2010 formally excludes the possibility for the Company to commit or remain committed to Charter 2005 or use its Trademarks, subject to transitional arrangements;

The Company has applied to A.I.S.E. to be recognized as being a participant to "Charter 2010" and has agreed to make the commitments set out below;

Where the Company was committed to Charter 2005, it has terminated both its commitment to the Charter 2005 and its rights and obligations under Charter 2005 License Agreement; commitment to Charter 2010 automatically terminates any previous commitment to Charter 2005 with the Company following the rules defined to ensure transition between Charter 2005 et 2010 as laid down in the Operating Rules;

Following due verification by the independent verifier as specified by the Charter 2010 requirements, A.I.S.E. is satisfied that the Company currently meets the eligibility requirements of Charter 2010;

The Company **HEREBY COMMITS** ("Commitment") to Charter 2010 in respect of its soap and/or detergent and/or maintenance operations for household and/or industrial/institutional use ("Operations") in each of the countries it has designated in its application (through the dedicated website [www.cleanright.eu/charter-company](http://www.cleanright.eu/charter-company) or [www.cleanright.eu/charter-product](http://www.cleanright.eu/charter-product)), it being understood and agreed that the Operating Rules shall form an integral part of this Commitment and shall be incorporated in this Commitment by this reference.

**WHEREBY** the Company shall

- To support the continual improvement of the sustainability of the soap, detergent and maintenance sector as contained in the aims of Charter 2010 and in particular strive to do nothing that may be detrimental to the aims of Charter 2010 or may bring Charter 2010, A.I.S.E. or its members into disrepute;
- Comply in all material aspects with the legal requirements applicable to its Operations;
- Comply with the terms of the Trade Mark Licence granted as part of this commitment to Charter 2010 in order to be entitled to affix specific Trademarks onto their products;
- With regard to the Charter Sustainability Procedures ("CSP") identified in Charter 2010:
  - have installed those Charter Sustainability Procedures identified in Charter 2010 as 'essential' on at least 75% of its Operations' production at the Entrance Check identified in Charter 2010; and
  - at the time of re-verification on the first three-year anniversary of passing the Entrance Check, have installed both essential and additional CSPs on more than 75% of its Operation's production; and
  - maintain such installation and strive to extend the CSPs to 100% of its Operations' production;
  - accept to undergo verification by an independent verifier at the Entrance Check and every subsequent three years at the Company's own costs ;
  - In respect of any partial exemption from re-verification claimed for some of the Charter verification system under the arrangements set out in the Operating Rules, provide written evidence of existing equivalent certification as required by A.I.S.E. or the verifier;
- With regard to the Charter Advanced Sustainability Profiles ("ASP") identified in Charter 2010:
  - In respect of Products for which ASP status is claimed ensure that all such products are manufactured at a site included within the CSP verification;
  - Inform A.I.S.E. upon initial commitment and for subsequent each update, using the form provided in Appendix 2, of products for which the Company will claim the ASP logo, to be notified at the latest at the time the product becomes available to consumers or end-users.
- Submit to A.I.S.E. on an annual basis and in a timely manner via the protected Charter (2010) Extranet the data and information required to show its performance against the

Key Performance Indicators (KPI) identified in Charter 2010 and ensure that such data and information are correct and complete;

- Co-operate with the independent verifiers appointed by A.I.S.E. to conduct random verifications of ASPs and KPIs to the extent reasonably necessary.

The Company acknowledges that amendments to Operating Rules and in particular to the ASPs, that were not foreseen at the time of signature, may be introduced on a regular or on a need basis with appropriate transitional arrangements after consultation with all the Charter 2010 member companies; the Company accepts to implement these changes;

This Commitment shall remain in full force and effect until terminated either:

- a) by the Company at any time serving a prior written notice of no less than six (6) months by registered mail upon A.I.S.E. of it withdrawing from Charter 2010 or
- b) by A.I.S.E. serving a prior written notice of no less than six (6) months by registered mail upon the Company following the Company's failure to meet material requirements under Charter 2010 and/or this Commitment and /or being in a material breach of the terms of the Trademark Licence. A.I.S.E. must provide the Company with written notice to the Headquarters Address specifying the Company's material failure or material breach. If such failure and/or breach is remedied by the Company within sixty (60) days from receipt of such notice the termination by A.I.S.E. for the respective failure or breach shall be null and void or
- c) by A.I.S.E. serving a prior written notice of no less than twelve (12) months upon the Company following a decision by A.I.S.E. to terminate Charter 2010 for legal or regulatory reasons or with a view to implementing a major upgrade of Charter 2010.

In case the Company is dissatisfied with any decision of A.I.S.E. in relation to Charter 2010 on grounds that it may prejudice its interests, the parties shall first seek to settle the matter out of court. Should this fail, the matter shall be submitted solely and exclusively to binding arbitration in accordance with the rules and procedures of the Belgian Center for Mediation and Arbitration (CEPANI).

It is further agreed between the parties that any hearing shall be held in Brussels, Belgium, that the proceedings shall be conducted in the English language and that the arbitral tribunal shall be composed of one (1) arbitrator.

In construing and interpreting this Commitment, the arbitrator shall be bound by and shall apply the laws of Belgium. The decision of the arbitrator shall be final and binding upon the parties and judgment upon award may be entered into and enforced by any court having jurisdiction thereof.

Costs will be dealt with according to the standard practices of CEPANI.

This Commitment and the rights, duties and responsibilities of the Company and A.I.S.E. under Charter 2010 shall continue in full force and effect during any notice period.

I hereby confirm that I have read the Operating Rules;

.....  
(Signature)

.....  
(Name and position)

Contact person (name, position, email address and telephone).....  
.....

.....

## Appendix 1

### List of countries for which the Company commits to the A.I.S.E. Charter for Sustainable Cleaning

(please tick as appropriate)

EU:

- All
- Austria
- Belgium
- Bulgaria
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Ireland
- Italy
- Latvia
- Lithuania
- Luxembourg
- Malta
- Netherlands (The)
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Sweden
- United Kingdom

Others:

- Iceland
- Liechtenstein
- Norway
- Switzerland

## Appendix 2

### **A.I.S.E. Charter for Sustainable Cleaning, 2010 Upgrade Products for which the Company is claiming the ASP logo**

(“Company”) hereby declares that the following products fulfill the relevant ASP criteria and carry the ASP Charter logo.

By “Products” it should be understood Stock Keeping Units (SKUs) for one brand variant with the same formulation per country.

An SKU is a number assigned to an item that describes its unique characteristics.

NB: A new ASP assessment has to be done

- as soon as an upgraded ASP version for a product category has been activated
- once a year and upon request
- In case of a new ASP assessment or the manufacturing of an ASP Product has been terminated, this table needs to be updated and provided to A.I.S.E.

Date: .. /.. /....

Name \_\_\_\_\_ and \_\_\_\_\_ Signature: \_\_\_\_\_

Please send the completed annex via postal mail, email or fax to:

*A.I.S.E. · Avenue Herrmann Debroux 15 A · B-1160 Brussels;*

*info@sustainable-cleaning.com · Fax: 00 32 2 679 62 79*

*(This information will stay only be accessible to A.I.S.E. and its independent verifier)*

<b>ASP product category and version (year)</b>	<b>Product / Brand name / SKU reference</b>	<b>Version of Product / Brand name / SKU reference</b>	<b>Country</b>

**This appendix is available in Word format to facilitate the declaration.**

## **Appendix 3**

### **Operating Rules**

The Operating Rules can be downloaded at the following address:

[http://www.sustainable-cleaning.com/content\\_attachments/documents/Charter%202010\\_OperatingRules\\_ver04March2011.pdf](http://www.sustainable-cleaning.com/content_attachments/documents/Charter%202010_OperatingRules_ver04March2011.pdf)