

TRUE *NATURAL COSMETICS*
ARE RECOGNISED
BY THIS SEAL



**NATRUE Label
Agreement
Approved
Formulas**

Version 2 - 2020

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Agreement on the Usage of the NATRUE Label

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Latest Version of the Annexes is always publically available in the NATRUE website
www.natrue.org

between

NATRUE AISBL - The International Association for Natural and Organic Cosmetics
c/o MAI- Maison des Associations Internationales
40, rue Washington - 1050 Brussels - Belgium
Enrolled with the Crossroads Bank of Enterprises with number 820.350.873

(Hereinafter referred to as NATRUE)

And the undersigning company as of Appendix X

(Hereinafter referred to as the Company)

NATRUE · International Natural and
Organic Cosmetics Association

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Chapter 1. Foreword

1.1 NATRUE AISBL (International non for Profit Association) based in Brussels is The International Natural and Organic Cosmetics Association whose objectives are:

Vision: to be the voice for all friends of true natural and organic cosmetics
Mission: to protect and promote true natural and organic cosmetics for the benefit of consumers worldwide.

Main Commitments:

- Ongoing development and promotion of a high quality Standard for Natural and Organic Cosmetics
- Promotion of the NATRUE Label, as an expression of the NATRUE Standard, to which producers certify their products via independent NATRUE Approved Certifiers.
- Participation and contribution to EU regulatory decision-making ensuring the availability of Natural and Organic Cosmetic ingredients and advocating for a strong definition for Natural and Organic Cosmetics.
- Access for consumers to high quality information regarding Natural and Organic Cosmetics and their ingredients.

1.2 NATRUE has drawn up the following general regulations for the use of the NATRUE Label and which should be read in conjunction with the latest version of all relevant documents available on the NATRUE website and/or made available by NATRUE in different form.

1.3 The NATRUE Label is protected by law. Action will be taken against any unlawful usage of this Label.

1.4 Terminology: whenever NATRUE mentions “formula(s)” it means cosmetics formulation(s) developed by raw materials suppliers and/or Third Party Manufacturer, which are not placed directly on the market as finished products by the developing company but might be sold to interested companies which will place them on the market with their own brand and under their own responsibility and therefore considered manufacturer according to the EU Cosmetics [Regulation \(EC\) No. 1223/2009](#), Article 2 (1)(d): “manufacturer” means any natural or legal person who manufactures cosmetic product or has such a product designed or manufactured and markets that cosmetic product under his name or trademark.

Chapter 2. Approval Requirements

By signing this Agreement, the Company declares to agree with the following:

2.1 The NATRUE approval Label is awarded on request. For this purpose, the Company must obtain an Approval delivered by a NATRUE Approved Certifier after a successful Approval Process.

2.2 The Approval Process starts with Company’s request of Approval (application) to one of the NATRUE Approved Certifiers. The Company agrees to rapidly make available all the documents and records required for the process upon request and to provide the said information truthfully and in the form requested by the chosen NATRUE Approved Certifier. The Company hereby agrees that the documents and records provided to the NATRUE Approved Certifier may also be made available to NATRUE. The Company shall ensure that the above requirements shall also be met by any contract manufacturers that it might use.

2.3 Before launching the Approval, the NATRUE Approved Certifier shall deliver this Agreement to the Company. The Company shall send the signed Agreement to NATRUE

and to the NATRUE Approved Certifier once it has been counter-signed. The NATRUE Approved Certifier cannot continue the application request without a counter-signed version of this Agreement on the Usage of the NATRUE Label.

2.4 The Company can use the NATRUE Approval Label for Formula(s) only when an Approval document is granted by the NATRUE Approved Certifiers. As of the date of this Approval document and for a period of 24 months (i.e. 2 years), lawful usage of the NATRUE Approval Label shall be granted.

2.6 The Company agrees that the Approval document obtained for each formula(s) submitted and successfully approved. It does not extend to non-submitted raw materials and to products which have not been found in compliance. Moreover the Company agrees that approval obtained are therefore raw material-based and not Company-based.

2.7 Two years after the Approval is obtained, the Company shall inform the NATRUE Approved Certifier about its desire for Reapproval or not. If the Company does not wish to Reapproved its formula(s), the Company will immediately inform the NATRUE Approved Certifier about this decision and the right to use the Label shall be terminated.

2.8 The Company agrees that for the entire duration of the Approval, the relevant information related to the approved formula(s) must be uploaded to the online internal NATRUE database by the NATRUE Approved Certifier. NATRUE ensures that no-confidential information will be made available via the internal database or any other tool.

2.9 The Company undertakes to report any change made to a formula to the NATRUE Approved Certifier which issued the NATRUE Approval documents. The NATRUE Approved Certifier shall then decide if the formula still comply with the NATRUE Standard and whether therefore the Company is authorised to continue to use the Label.

2.10 The Company shall be entitled to continue to use the Label during the time between the change being reported and the decision being made by the relevant NATRUE Approved Certifier. If the modification of the formula leads to the loss of the Label the Company must cease to use it. The Company may request NATRUE to provide a deadline by which formula(s) bearing the NATRUE Label may be used/must no longer be available for B2B sale.

2.11 The NATRUE Label is the visual sign identifying compliance to the document *NATRUE Label: requirements to be met by natural and organic cosmetics* usually referred as “the standard” or “NATRUE criteria”. The standard is developed and updated by NATRUE’s scientific committee which reserve the right to update it regularly corresponding to the current state of research and technology. If during the validity period of Approval an update of the NATRUE Standard results in a formula that was already approved, but is no longer in compliance with the amended requirements, the possibility to implement these necessary changes is granted to the Company, for a period up until two years after the expiration of the current Approval.

2.12 If a third party indicates/complains to NATRUE that there might be a misuse of the NATRUE Label by a Company and/or if NATRUE itself has reason to believe that there might be such misuse, NATRUE may inform the Company concerned thereof. If necessary, NATRUE may investigate the matter and/or appoint a third independent party to investigate the matter. The Company agrees that the investigating third party shall examine all necessary documentation in order to ascertain if the complaint is legitimate. During this process the Company shall grant access to the independent investigator to all documents or information in general, in order for the independent investigator to confirm or refute the allegation. NATRUE and the Company are informed of the findings of the investigation. In case the complaint is legitimate and the Company has misused the NATRUE Label, NATRUE may

terminate this Agreement with immediate effect. NATRUE reserves the right to claim additional sanctions and take legal action against the Company.

2.14 To safeguard the correct application of Approval procedures NATRUE has appointed an independent Accreditation Body to control the overall performance of the NATRUE Approved Certifiers. The Company agrees that in the context of accreditation, personnel appointed by the Accreditation Body may supervise certification activities carried out by the Approved Certifier which includes access to documents and witnesses during on-site audit.

Chapter 3. Labelling Requirements

3.1 The NATRUE Logo is available for download on the website www.natrue.org. If the Company requires different versions of the Logo, the Company can contact NATRUE.

3.2 The Company agrees that the Label and the NATRUE Logo can only be used for the formula(s) that have been successfully approved by a NATRUE Approved Certifier.

3.3 The use of the Label is subject to the regulations set out in the NATRUE Label guide Annex C. Exceptions concerning the application of the NATRUE Label Guide can be inquired to NATRUE. NATRUE reserves the right to accept or refuse this derogation.

Chapter 4. NATRUE Label Fee

4.1 After successfully accomplishing the Approval Process, in order to use the NATRUE Label, the Company shall pay the corresponding Label Fee. The NATRUE Label Fee is aimed at ensuring NATRUE the financial resources enabling the Association to pursue its mission and goals as laid down in Chapter 1.

4.2 The NATRUE Label Fee is specified in the Annex A of this Agreement. In case of revision of the NATRUE Label Fee, all Label users will be notified and redirected to the updated Annex A, which is always publically available on the NATRUE website at www.natrue.org. The amended fee will only be applicable to new formulas who obtained the use of the Label after the amended fee was published. For those formulas who were already approved to use the Label, the amended Label fee will be applicable when the reapproval takes place. This principle is applicable no matter if the label fee increases or decreases.

4.3 The NATRUE Label Fee is directly invoiced by NATRUE to the Company signing this Agreement unless indicated otherwise, once the Approval Process is successfully carried out, which means when the formula(s) have been granted with the Approval document and are activated on the internal database on the NATRUE Extranet. NATRUE and the NATRUE Approved Certifier share a system of alert (so called Extranet) which informs NATRUE in real time about Approval system. When formulas are visible on the internal database on the NATRUE Extranet, they become eligible for invoicing of the corresponding Label Fee.

4.4 The number of formulas from a manufacturer registered in the Extranet at the time of checking is relevant for the determination of the formulas range to calculate the appropriate Label Fee.

4.6 Formulas which are not yet listed in the NATRUE Label Extranet at the time of issuing the invoice, but which are already planned to be NATRUE approved in the future, will not be taken into account for the calculation of the NATRUE Label Fee.

4.7 Agreements and exceptions between the Company and the NATRUE Approved Certifier that are supposed to differently regulate this matter are not allowed.

4.8 VAT (Value Added Tax) number – **relevant only for European Union based companies.** VAT number must be valid at European level in order to be used for European transactions. EU level validation can be checked with the on-line tool VIES (http://ec.europa.eu/taxation_customs/vies/). NATRUE's invoices are issued under the reverse charge mechanism - art 44 VAT Directive 2006/112/EC) if the VAT Company number is valid at EU level and provided. If not provided, NATRUE will need to charge 21% Belgian VAT on the invoice (NATRUE will charge the VAT percentage according to the Belgian law – which may vary within the time).

Chapter 5. Sanction Lists

5.1 The right to use the NATRUE Label shall end if NATRUE terminates this agreement for an important reason. An important reason shall particularly be deemed to apply if the Company breaches the provisions of this Agreement and fails to redress the breach within a period of four weeks after receiving a demand in writing to do so from NATRUE. Breaches of this Agreement would exist if the Company:

- Use/print the label for/on a formula that does not comply the NATRUE Standard (i.e. no Approval has been granted).
- Use the Label not in compliance with the mandatory rules set forth in the NATRUE Label guide (cf. Annexe C).
- Failure to settle invoices pertaining the NATRUE Label Fee
- Other action in contrast with the requirements of this Agreement

Chapter 6. Termination of the Agreement

6.1 The Approval is valid for two years after which the Company, if the Company still wants to use the NATRUE-Label, will need to reapproved the formula(s) by informing the NATRUE Approved Certifier within the last 4 months before the termination of the usage of the Label.

6.2 If the Company remains silent about their intentions whether or not to renew the Approval, the right to use the Label shall automatically be terminated, two years after the Approval has been granted.

Chapter 7. Conclusions

7.1 This Agreement is only drafted in English, whereas the documents/communication provided by NATRUE are available in multiple languages. No translations of this Agreement will be provided and no signed translations will be accepted by NATRUE. However the Company can, at its own cost, demand by an appointed professional translator, a translation in order to understand all the provisions of this Agreement. NATRUE does not take any responsibility if the content will differ from the English version, which is the legally binding version.

7.2 No verbal subsidiary agreements have been made. Amendments, supplements and additions to this Agreement shall only be valid if they have been agreed in writing between the parties to the Agreement.

7.3 If a provision in this Agreement is or becomes invalid, this shall not affect the validity of the remainder of the Agreement. The parties shall undertake to replace the invalid provision by a valid provision which is as close as possible to the commercial objective of the invalid provision. The same shall apply in the event that this Agreement proves to contain a loophole.

7.4 Belgian law will govern this Agreement

NATRUE AISBL

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Belgium

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Please refer to the Appendix X for the signature of the Agreement.

Appendix X

Signature of the Agreement on the Usage of the NATRUE Label for Approval of Formulas

Company name and address

VAT number: _____

Contact person for certification matters:

Name: _____

Position: _____

e- mail: _____

Contact person for marketing/communication matters:

Name: _____

Position: _____

e- mail: _____

Contact person for accounting matters (responsible for receiving NATRUE Label fee):

Name: _____

Position: _____

e- mail: _____

NATRUE Approved certifier appointed for certification: _____

Agreement with NATRUE Approved Certifiers signed on: _____

Planned numbers of raw materials to be certified: _____

Place,
Date,

Signature,
Company stamp,

Place, Brussels
Date,

NATRUE