AKTION ZAHNFREUNDLICH

Regulations of use

European Union Certification Mark n° 1598557

Preamble

- The “Aktion Zahnfreundlich Schweiz” association (hereinafter AZS) owns Certification Mark number 1598557 (hereinafter the Certification Mark).

  The association sets out to promote dental health. It has designed the Certification Mark to identify products that promote dental health.
- The Certification Mark covers products and services in product classes 1, 3, 5 10, 21, 30 and 32 (hereinafter products)

  - *Artificial sweeteners (class 1)*
  - *Toothpaste, mouth wash, oral health products for non-medical use (class 3)*
  - *Pharmaceuticals and oral health and hygiene products for medical use, dietetic products, infant nutrition, lozenges for medical use, vitamin products (class 5)*
  - *Pacifiers, teething ring, feeding bottles (class 10)*
  - *Tooth picks, manual and electric toothbrushes, inter-dental toothbrushes (class 21)*
  - *Confectionery; cocoa, chocolate, bonbons, natural sweeteners, ice-cream, lollipops, lozenges for non-medical use (class 30)*
  - *Non-alcoholic beverages (class 32)*

- The Certification Mark is to be used for products which meet the requirements of these Regulations and their technical annexes.
- These Regulations of use contain the framework conditions for making use of the Certification Mark.
- AZS may delegate implementation to an authorised representative such as Toothfriendly International (the authorised representative is always included when reference is made to AZS below).
- AZS is not engaged in any activity related to the supply of the product(s) certified, and complies with the requirements set out in Article 83 (1) 2 of Regulation (EU) 2017/1001 of the European Parliament and of the Council of 14 June 2017 on the European Union trade mark.

1. Authorised users

1.1 The Certification Mark can be used on or in conjunction with products that meet the requirements set out in Paragraph 3 if they have been registered with AZS and the contribution to the administrative costs of the Certification Mark as per Paragraph 4 has been paid.

1.2 With the registration required in order to use the Certification Mark as per Paragraph 2, the user agrees to the provisions of these Regulations.

1.3 The first time the Certification Mark is used for a product, the user must submit a report from a reputable laboratory/institute at his/her own expense, proving that the requirements are met. AZS can provide the name of such laboratories/institutes upon request.

2. Registration with the Mark owner

2.1 Users wishing to make use of the Certification Mark must register with the AZS so that the administrative costs can be invoiced and the users' data communicated. This is in case any changes are made to the requirements on product quality and properties, for example.

2.2 Registration also requires users to name all the products they have awarded the Certification Mark, with the submission of a report as specified in Paragraph 1.3.; they are also required to notify AZS without delay of any changes in the formulation of products, with submission of a new report as per Paragraph 1.2

3. Requirements on the products

3.1 The requirements on the quality and properties of products that are eligible for the Certification Mark are specified for the different product groups. These requirements can be aligned from time to time to take account of new technical options or new dental care/hygiene findings. Users of the Certification Mark are always granted an appropriate transitional period for making any changes that may be necessary to their product formulation.

3.2 **Food and confectionery products:** Food and confectionery products, and food additives, are not permitted to be cariogenic or erosive. These product properties are tested on humans in certified laboratories by means of intraoral pH telemetry. The precise test method forms part of the Implementing Regulations.

3.3 **Oral care products /dental cosmetic products:** Oral care products include electric and manual toothbrushes, toothpastes, dental gels and other products which, when used correctly, ensure mechanical cleaning of the tooth surfaces without (i) causing lasting damage to the dental hard substance or soft tissue or (ii) resulting in non-physiological loss of substance. Dental cosmetic products are mouth rinses, mouth ointments and pastes and also intraoral applications serving a medical or cosmetic purpose. These must not cause damage to the dental hard substance, the soft tissue or the physiological functions of the oral cavity but, in the best case, must prevent maldevelopments. The precise test methods form part of the Implementing Regulations.

3.4 **Dental care aids:** Aids are products that serve a specific tooth-cleaning purpose that extends beyond the capabilities of toothpaste and toothbrushes. They include all interdental care products as well as special brushes for gap dentures, patients with fixed orthodontic appliances or patients with restricted mouth opening or other dental problems. These aids have proven their efficacy through at least one clinical study, causing no lasting damage to either the dental hard substance or the soft tissue when used correctly. The precise test methods form part of the Implementing Regulations.

3.5 Details of the requirements for the individual product groups are defined in the Implementing Regulations and are published in their valid form on the AZS website.

3.6 The products must be marked with the Certification Mark as shown in the contract header.

3.7 The products must also comply with the respective market regulations with regard to their inscriptions and advertising. For use within the EU, these include, in particular, the provisions of the so-called Health Claim Regulation (EU No. 1924/2006).

4. Contribution to administrative costs

4.1 For each product marketed with the Certification Mark, the user (product manufacturer) is required to pay a contribution to the administrative costs, as specified by AZS, for each calendar year. The contribution is due in advance in each case – on a pro-rata basis for those joining in the course of a year.

4.2 The administrative cost contribution consists of a basic contribution and a variable component based on the number of products that bear the Toothfriendly logo.

4.3 This contribution must be paid annually in advance. For new users, the variable component will be calculated on the basis of the user's forecasts. For the other users, the variable component will be calculated on the basis of the previous full-year's sales. Any additional payments or refunds that may be due on account of deviations from the forecasts or from the previous year's sales used to work out the contribution must/can be settled with the next due invoice.

4.4 The user must notify AZS by the end of March following the calendar year in question of their sales of products that bear the Toothfriendly logo. AZS is entitled to have the accounts audited by a reputable fiduciary office, and the user shall make the necessary vouchers available on his/her premises. AZS shall bear the costs of such an audit; the user shall refund AZS the costs if the audit shows that the accounting was not correct.

5. Duration of the right of use

5.1 The right of use is valid for one calendar year.

5.2 The right of use is extended if the products continue to meet the requirements as per Paragraph 3 and the contribution to the administrative costs has been paid prior to the new year of use.

5.3 The right of use can be terminated by either party for good reason at any time and with immediate effect. A good reason exists if a party can no longer be expected to continue the user relationship in good faith on account of a cause that lies within the other party's sphere of influence. Good reasons include:

5.3.1 the other party violating these Regulations and, despite a written warning and the setting of a 30-day deadline, failing to rectify the violation within this period;

5.3.2 the user of the Certification Mark using the mark for products which do not meet the requirements as per Paragraph 3 (cf. Paragraph 6);

5.3.3 the other party going bankrupt or no longer being able to freely dispose of its assets for a similar reason.

6. Product monitoring – consequences of violation of the requirements

6.1 AZS periodically inspects the products using the Certification Mark for compliance with the requirements as per Paragraph 3. An inspection is conducted at least once every five years through random sampling for each individual user or if the formulation of a product has been changed. The inspection must take place in a reputable laboratory/institute.

6.2 If the inspection reveals that a product does not meet the requirements, the user must immediately cease using the Certification Mark when requested to do so by AZS.

6.3 The user can request a review of the results. The ban on use shall remain in force for the duration of the review so as to protect the credibility of the Certification Mark.

6.4 If the Certification Mark has been used on products that do not comply with the requirements, the user shall pay a penalty of 1.5% of the sales of the products, and at least CHF 10,000. The user undertakes to disclose the sales of the product concerned.

6.5 The user must reimburse the costs of the inspection if it is shown that the product does not comply with the requirements.

7. Applicable law and arbitration clause

7.1 Disputes between users and the Mark owner or the authorised representative shall be settled exclusively under Swiss law.

7.2 Arbitration clause:

7.2.1 Any disputes, differences of opinion or claims arising out of or in conjunction with this user relationship, including the validity, invalidity, violation or termination thereof, shall be settled by arbitration in accordance with the International Arbitration Rules of the Swiss Chambers of Commerce. The version of the Arbitration Rules in force at the time the notice of arbitration is delivered shall apply.

7.2.2 For an amount in dispute of up to EUR 1,000,000, the Court of Arbitration shall comprise one arbitrator, and for a higher amount, three arbitrators;

7.2.3 The seat of the arbitration procedure shall be Schaffhausen.

7.2.4 The arbitration procedure shall be conducted in the German language.

AZS – Edited on 22 October 2021

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Links to the Implementing Regulations

- https://zahnfreundlich.ch/zahnfreundlich/infos-fuer-sie/garantiemarke-markenreglement/

PDF Guarantee Marks – Regulations of use:

- https://zahnfreundlich.ch/wp/wp-content/uploads/aktion-zahnfreundlich-garantiemarke-markenreglement.pdf
- https://zahnfreundlich.ch/aktion-zahnfreundlich-garantiemarke-markenreglement/

PDF Food and confectionery products:

- https://zahnfreundlich.ch/wp/wp-content/uploads/aktion-zahnfreundlich-nahrungs-und-genussmittel.pdf
- https://zahnfreundlich.ch/aktion-zahnfreundlich-nahrungs-und-genussmittel/

PDF Oral care products/Dental cosmetic products:

- https://zahnfreundlich.ch/wp/wp-content/uploads/aktion-zahnfreundlich-zahnreinigungsprodukte-zahnkosmetikprodukte.pdf
- https://zahnfreundlich.ch/aktion-zahnfreundlich-zahnreinigungsprodukte-zahnkosmetikprodukte/

PDF Dental care aids:

- https://zahnfreundlich.ch/wp/wp-content/uploads/aktion-zahnfreundlich-hilfsmittel-fuer-die-zahnpflege.pdf
- https://zahnfreundlich.ch/aktion-zahnfreundlich-hilfsmittel-fuer-die-zahnpflege/

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