



**LETTER OF PARTICIPATION / COMMITMENT FOR COMPANIES TO
THE A.I.S.E. STEWARDSHIP PROGRAMME ON INDOOR AIR EMISSIONS FROM
AIR FRESHENERS**

(Final, 31 March 2015, Updated April 2021)

A COMMITMENT by _____
("the Company") with a principal place of business at _____

("Address Headquarters") to the **A.I.S.E. Stewardship Programme on Indoor Air Emissions from Air Fresheners** ("the Project") of the Association Internationale de la Savonnerie, de la Détergence et des Produits d'Entretien, A.I.S.E., AISBL with its registered office at Boulevard du Souverain 165, 1160 Brussels, Belgium ("A.I.S.E."), dated _____, 20____

WHEREAS

A.I.S.E. has engaged into promoting sustainability and communication on best and safe use of products to consumers through a series of voluntary initiatives;

A.I.S.E. has the view that these voluntary initiatives should encompass Air Fresheners which have become an important product category used by an ever increasing number of consumers in their daily life to help improve its quality and comfort;

A.I.S.E. is willing to further enable consumers to make best-informed choices for a safe product usage, as it is willing to enhance cooperation with authorities, including at EU level, and NGOs;

In 2007 A.I.S.E. launched its first voluntary industry initiative aimed at Air Fresheners, the A.I.S.E. Air Fresheners Stewardship Programme with the aim to promote responsible consumer communication as well as the adoption of technical standards for specific Air Fresheners;

The regulatory framework has evolved and Member States are increasingly seeking to regulate emissions from Air Fresheners, hence the necessity to update the Air Fresheners Stewardship Programme to keep it meaningful;

A.I.S.E. has set up a new industry voluntary initiative to replace the initial Stewardship Programme, the A.I.S.E. Stewardship Programme on Indoor Air Emissions from Air Fresheners (the "Project");

The Project will promote best practice through responsible manufacturing, communication on use of Air fresheners;

The Project officially opens on 1 April 2016, which allows companies to sign the Letter of Commitment from that date onwards.



It is a fundamental part of the A.I.S.E. policy, and as such this Project, to act always in compliance with all applicable laws, in particular with competition law, in pursuing its goals.

The Company has applied to the A.I.S.E. to be recognised as being a participant to the Project and has agreed to make the commitment set out below;

The A.I.S.E. is satisfied that the Company manufactures and/or places on the market¹ in Europe (EU + EFTA countries which includes Iceland, Liechtenstein, Norway, Switzerland, and the UK hereinafter the Territory) air freshener products among the following categories: combustible Air Fresheners (among which perfumed candles and incense) and/or other Air Fresheners (among which sprays - including aerosol – mini and pump-sprays, liquid wick, gel, potpourris, electrical devices, car fresheners (the “Products”) and as such meets the Eligibility Requirements of the Project;

The Project is open to all companies which meet all applicable conditions of the Project, irrespective of their size and whether they are:

- A.I.S.E. members or non-members;
- members or non-members of the National Associations of the countries in the geographical scope;
- manufacturers, distributors or importers where applicable (the Project addresses both branded products and private labels – see also footnote 1);
- companies established within or outside the Territory;
- companies intending to come on the market in the Territory with products meeting the Project’s requirements.

The Company **HEREBY COMMITS** (“Commitment”) to the Project in respect of its Air Freshener operations (“Operations”) placed onto the Territory.

WHEREBY the Company shall

- Strive to meet the objectives of the Project;
- Strive to do nothing that may be detrimental to the aims of the Project or that may bring the Project, fellow Project participants, A.I.S.E. or its members into disrepute;
- Endeavour to always act in strict compliance with competition law and all relevant legislation, and internationally recognised guidelines and standards (e.g. WHO, IFRA/EFFA for fragrances).
- Implement all the elements set out in the Company’s commitment as set out in Annex 1;
- Implement all the requirements set out in the Company’s commitment as set out in Annex 1 and in the corresponding sections of the Project Description in Annex 4 in accordance with the timeline thereafter:
 - after 1 October 2017 the requirements in “THE COMMITMENT” section under ‘Safety’, ‘Product labels’, ‘Information on chemical composition’, ‘Product shape’, ‘Advertising’ and ‘Companies’ communication on commitment’ apply to all products;

¹ For the purpose of this *Agreement*, the *Company* “places on the market” when it: 1) owns the *Products’* brands (the *Company* may be an own brand manufacturer or a retailer), or 2) imports the *Products* from outside EU or EFTA countries.

- after 1 October 2017 the requirements in “THE COMMITMENT” section under ‘Sampling’ (i.e. the tests on emissions) apply to the newly developed combustible air freshener products not already in the portfolio;
- after 1 October 2020 the requirements in “THE COMMITMENT” section under ‘Sampling’ (i.e. the tests on emissions) apply to all combustible air freshener products.

If the Company is committed to the initial Product Stewardship Programme of 2007 at the time of signature, it shall continue to apply the requirements of the 2007 Product Stewardship Programme until 30 September 2017.

For companies applying for joining the PSP 2016 in a date after October 2017, then a similar timeline of three years for application of the requirements applies.

- Collaborate with the independent auditor commissioned by A.I.S.E. to carry out compliance checks on the Project’s signatories and respond to the questionnaire displayed in Annex 2.1. Should the Company be a retailer, it shall liaise with its supplier to ensure that the questionnaire and the information needed by the auditor are made available to the auditor in writing;
- Submit to A.I.S.E. on an annual basis before 15 April of year +1 the data and information required to show its performance against the Key Performance Indicators (KPI) identified in Annex 2.2 ensure that such data and information are correct and complete;
- Contribute to its fair share of costs (as calculated herein) related to the Project on a yearly basis as laid down in Appendix 3. This Commitment shall remain in full force and effect until the end of the Project life. It may either be terminated:
 - a. by the Company at any time serving not less than two (2) months’ written notice upon A.I.S.E. of its withdrawing its subscription to the Project or
 - b. by A.I.S.E. serving no less than twelve (12) months prior notice upon the Company following a Board decision to end the Project;
 - c. by A.I.S.E. serving not less than two (2) months’ prior notice upon the Company following the Company’s failure to meet the material requirements under the Project and/or this Commitment, provided, however, that A.I.S.E. must provide the Company with written notice to the Headquarters’ Address specifying the Company’s material failure or material breach.

The following procedure shall be followed:

- A.I.S.E. reserves the rights to verify the Company’s compliance to the Project’s requirements.
- As soon as A.I.S.E. becomes aware of an alleged infringement by a Company, it will write to that Company giving full particulars of the event that might constitute an infringement of the Commitment taken, including the time period to remedy the infringement. The Company shall reply in writing within twenty-eight (28) days.
- In the event that the Company agrees its behaviour does constitute an infringement of its Commitment, it shall remedy the breach within sixty (60) days (not including the

twenty-eight (28) days indicated above) as requested by A.I.S.E. in the letter referred to above.

- If such failure/breach is cured by the Company within sixty (60) business days from receipt of such notice the termination by A.I.S.E. for the respective failure or breach shall be null and void.
- In the event that A.I.S.E. and the Company do not come to an agreement on the alleged infringement, A.I.S.E. may refer the matter to an independent verifier whose assessment will be definitive for the purpose of assessing the infringement.
- If the verification carried out shows proof of an infringement, A.I.S.E. reserves the right to charge the Company a fee covering the administrative expenses incurred by the A.I.S.E. for this verification up to ten thousand (10,000) Euros when infringements are deemed to have taken place, payable within twenty-eight (28) days. Where the verifier confirms the infringement, the Company will be requested by A.I.S.E. to remedy the infringement within sixty (60) days. The remedy may include a requirement to cease use of the on-pack communication material on the infringing products until the infringement has been remedied.

Termination may also be sought for the Project if the breach is not remedied, in the country where the breach has taken place and has not been remedied, or for the whole Project. It signifies that the Company shall cease to present itself as a participant to the Project in its corporate communication within two months from notification of termination by A.I.S.E. The commitments and rights, duties and responsibilities of the Company and A.I.S.E. under this Agreement shall continue in full force and effect during any notice period.

If any provision or term of this Agreement or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such term or provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that if such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

Any Company dissatisfied with any decision made by A.I.S.E. in relation to the Project which may prejudice its interests, with the exclusion of decisions following which participation to the Project is not granted, may refer the matter to the A.I.S.E. Board who will render a decision, after considering the Company's representations.

If the Company wishes to challenge the decision rendered by the Board or an A.I.S.E. decision following which the Company is refused participation to the Project, the matter shall be submitted solely and exclusively to binding arbitration in accordance with the rules and procedure of the Belgian Center for Mediation and Arbitration (CEPANI).

The decision of the arbitrators shall be final and binding upon the parties and judgement upon award may be entered into and enforced by any court having jurisdiction thereof. It is further agreed between the parties, that any hearing shall be held in Brussels, Belgium.

In construing and interpreting this Agreement, the arbitrators shall be bound by and shall apply the laws of Belgium. It is also further agreed that the arbitral tribunal shall be composed of three (3) arbitrators, and that the proceedings shall be conducted in the English language.



International Association for Soaps,
Detergents and Maintenance Products

.....
(Signature) Authorised to sign on behalf of the Company

.....
(Date)

.....
(Name)

.....
(Position)



Annex 1: The Commitment

1) Safety

1.1. The exposure values of the Products for formaldehyde, benzene and naphthalene shall not exceed the following limits:

- **Formaldehyde – 100 µg/ m³** (30 minutes exposure)
- **Benzene - 0.17 µg/m³** (air concentration for excess lifetime risk of leukaemia 1/1000000)
- **Naphthalene – 10 µg/m³** (annual average concentration)

1.2. Combustion Products with flame, i.e.. perfumed and non-perfumed candles shall be manufactured in line with the latest relevant CEN standards. Those available at the time of the opening of the Project (2016) are:

- EN 15426:2007 – Candles. Specification for sooting behaviour
- EN 15493:2007 – Candles. Specification for fire safety
- prEN 16738:2015 – Emission safety of combustible air fresheners - Test Methods
- prEN 16739:2015 – Emission safety of combustible air fresheners - Methodology for the assessment of test results and application of recommended emission limits

1.3. Sampling

When using the test method described in prEN 16738:2015 (Emission safety of combustible air fresheners - Test Methods), the Company shall perform the test on an appropriate, representative type of combustible air fresheners and repeated, as a minimum, at every substantial design change in the product, formulation or manufacturing process, to the extent the change may be expected to have an impact on emissions. Test results must be carefully documented and shall be made available upon request to A.I.S.E. for compliance purpose verification as described in this Letter of Commitment in the breach procedure.

2) Consumer information

2.1 Product labels

The Company shall ensure that Product labels are designed and labelled according to the following rules:

- good visibility to be ensured through:

- A good graphic/visual contrast between text and background
- Key safety messages to be clearly indicated (e.g. through use of text box).

- health related information in label statements:

- Where relevant and applicable, clear advice for safe usage of the Product including maximum exposure;
- Where applicable and following national requirements, inhalation abuse warnings for sprays using solvents and propellants;

- The following sentences shall be added to the labels²:
 - “People suffering from perfume sensitivity should be cautious when using this product³”
 - “Air Fresheners do not replace good hygiene practices” or “ Ventilate the room after use”.

For Combustible Air Fresheners (i.e. Candles), the Company shall feature the safe use icons and/or phrases encompassed in the latest relevant CEN standards. The CEN standards available at the time of opening of the Project are:

- EN 15494:2007 – Product Safety Label
- prEN 16740:2015 - Emission safety of combustible air fresheners - User safety information

2.2 Information on chemical composition

For all its Products the Company shall make all information on chemical composition of the mixture available to the Poison Control Centers in accordance with Article 45 of Regulation No (EC) 1272/2008 and/or with Annex VII C of Regulation (EC) No 648/2004n as appropriate.

In addition, the company shall make the mixture chemical composition available to the public at large, on a website. Ingredients shall be listed in accordance with the provisions of Annex VII D of Regulation (EC) No 648/2004. Sensitising substances that are subject to labelling requirements by Regulation (EC) No 1272/2008 (as amended by Regulation (EC) No 286/2011) and/or Regulation (EC) No 648/2004 shall also be listed on the website accordingly, if they are present in the product formulation.

The website address shall appear on the product label.

2.3. Product shape

Notwithstanding any applicable legal requirements, the Company shall not manufacture and/or place on the market toy-shaped or food-shaped Products specifically intended to attract children.

1) toy-shape Products in the meaning of “Directive 2009/48/EC on the Safety of Toys”, “a product designed or intended, whether or not exclusively, for use in play by children under 14 years of age.”

or

2) food-shape Products in the meaning of “Directive 87/357/EEC of 25 June 1987 on the approximation of the laws of the Member States concerning products which, appearing to be other than they are, endanger the health or safety of consumers“, namely Products which „possess a form, odour, colour, appearance, packaging, labelling, volume or size, such that it is likely that consumers, especially children, will confuse them with foodstuffs“.

² A.I.S.E will provide proper translation in all EU official languages for consistent use.

³ More specific information related to effects of products on perfume sensitivity and onto precautions to take regarding use can be provided on corporate website.

2.4. Advertising

The Company shall not show young children activating the Product.

The Company shall not promote the Product by advertisements involving pregnant women or babies.

The Company shall demonstrate appropriate use and product handling in compliance with product labeling when advertising.

All Product claims shall be responsible, substantiated and not misleading.

The Company shall refrain from using the absence of banned materials in a product as a marketing claim (e.g. “without CFC”).

2.5 Companies' communication on commitment

Should a Company wish to communicate on its participation to the Project, any corporate communication shall use the exact following wording: “Company [name the Company] has committed to the A.I.S.E. Product Stewardship Programme on Indoor Air Emissions from Air Fresheners.”

Any use in electronic corporate communication materials must include a link to the Project's website www.aise.eu/air-fresheners .

No reference shall be made to the product brand performance.



Annex 2 : Compliance Check

2.1. Compliance template questionnaire

Identification

Organisation name:

Contact person

Name:

Email:

Phone number:

1. Preamble

a. PSP (2016)

This Product Stewardship Programme (PSP) is an initiative of A.I.S.E. in the domain of indoor emissions from air fresheners. It is a voluntary effort from industry that builds on a series of other initiatives already undertaken by A.I.S.E. in the domain of safety assessment and sustainability. In particular, this PSP (2016) builds on the previous Air Fresheners PSP implemented since November 2007 (PSP 2007). The aim of this PSP (2016) is to promote best practices throughout industry across Europe, concerning responsible manufacturing, communication and use of Air Fresheners, allowing consumers to make the best informed choices about safe use of products.

b. Who should answer the questionnaire

To monitor the progresses of the programme and to assess penetration and efficacy of the measures that are introduced with the PSP, a series of KPIs has to be reported every year by the signatories. Besides that, to ensure reliability of the reporting process and, therefore, give credibility to the entire programme, the annual reporting of the KPIs is coupled with a compliance check carried out by an independent third party auditor. The check is done by asking (some of) the signatories to answer a questionnaire where explanations on the KPI data collection methods and additional questions on the implementation of the PSP requirements that are not directly subject to KPI reporting.

If your organisation has received this questionnaire it means that for the current year it has been identified as (one of) the sample company(ies) to be verified.

The questionnaire should be answered by a competent person. In case different people need to cooperate to answer the questionnaire, a single contact point has to be provided because the auditor might need to contact the organisation in case additional information or clarifications are needed.

In case the signatory of the PSP is a retailer, the retailer should liaise with its supplier to fill in this questionnaire. The auditor doesn't need to be directly in contact with the supplier and the contact details indicated in the present form can be those of the retailer. However, the retailer should have proof in the form of a written communication that its supplier

ensures compliance to the PSP requirements that are not under the direct control of the retailer itself.

c. Data handling

The information that will be provided by the organisation by answering the questionnaire will be treated by the third party auditor under strict confidentiality and it will be used for monitoring purposes. It won't be further distributed as such nor to A.I.S.E. neither to its members. (Add GDPR reference) Data handling will also be compliant with A.I.S.E.'s privacy policy concerning the processing and use of personal data.

d. What will be the use of the questionnaire outcome

The information that will be provided by the different organisations verified under the compliance check by answering the questionnaire will be used by the third party auditor to derive figures and statistics as well as to identify weaknesses and strengths in the PSP requirements' implementation. These general figures will be publicly used for communication and advocacy purposes.

2. Questions on PSP requirements

Question 1: How many types of combustible air fresheners does your organisation produce/places on the market?

Please provide a numerical answer to this question. With "type of combustible air fresheners" it is meant combustible air fresheners with a different formulation. Air fresheners with different shape but same formulation are considered as being the same type.

Example of a possible answer: 15

Question 2: In how many "families" can these types of combustible air fresheners be grouped and based on which criteria?

Please provide an explanation on the way your organisation has divided the combustible air fresheners' formulations in different families. If the decision was supported the opinion of an expert, please make sure this person can be contacted in case of questions.

Example of a possible answer:

The combustible air fresheners produced by the organisation can be divided in four families. Two different fragrances are used in the formulations, which allow splitting the candles in two groups. For the two groups, two different wicks are used in different shapes given to the candles. Therefore, each group can be split into two sub groups.

No further differentiation is needed based on the formulation because two different vegetable waxes can be used but they do have the same hazard profile and identical burning point.

Question 3: How many design tests have been performed?

Please note that sampling test results should be formally recorded. The test report should be written according to scientific best practice and should be self-contained with a description of the method used, the results, the interpretation of the results and the conclusion (for both good laboratory practice and in order to allow for easy auditing as necessary, according to both the PSP and to present to regulatory or other external bodies as required). The format of the report

should follow good scientific practice. Where read-across from one set of products and test data to another set has been used then this should be documented.

Please provide an explanation of the design tests performed and the rationale to justify that the tests performed do cover the group of combustible air fresheners. If your organisation hasn't tested all the groups identified under question 2, please explain why. If the decision was supported by the opinion of an expert, please make sure this person can be contacted in case of questions. If the decision was supported by a study, please reference it.

Example of a possible answer:

The organisation performed six design tests. A test has been performed per each sub-group of combustible air fresheners identified. The type of combustible air freshener with the highest concentration of fragrance in each sub-group has been tested. Per each group also one type with a lower concentration of the fragrance has been tested to make sure that the emissions follow a dose-response pattern and, therefore, the assumption of testing the highest concentration is the most conservative.

Question 4: Which data has been used to define consumer habits in case of testing on combustible air fresheners other than scented candles?

Please provide here an explanation of the source of data used in the assessment of data coming from the test results in case of 'other combustible air fresheners' as referred to in the standard EN 16739:2015 under section 4.1.2.2. In case company consumer data or other studies have been considered, please indicate them here.

Example of a possible answer:

The organisation had commissioned two years ago for marketing research purposes a study on the consumer habits related to incense sticks. These data have been used as a reference.

Question 5: Has the organisation had any external control?

Please report if your organisation had any control on its products that was not directly related to the organisation internal process of verification. For instance, report here if your organisations' products have been tested in the context of NGOs campaigns or if consumers' organisations/occupational safety/labour inspectors have ever requested information that is part of the PSP commitment. Please comment on the outcome of these controls. The feedback should be qualitative to respect confidentiality.

The answer to this question is optional but it would help monitoring on going initiatives and alignment of the PSP with them; therefore, its efficacy and adequacy.

Example of a possible answer:

One product type manufactured by the organisation was subject to a control on the pictograms on the label in the context of a national governmental campaign on consumers' information. The outcome of such control was positive.

3. Questions on KPIs reporting

Question 6: How does your organisation ensure that the KPI reporting is done in compliance with the PSP requirements?

Please provide an explanation on the way the organisation has organised the collection of the data for the KPI reporting and ensures that they are reliable and representative.

Example of a possible answer:

The organisation has appointed a person who is responsible for gathering and ensuring consistency of the data used for the KPI reporting. This person collects twice a year data from the different manufacturing sites of the companies related to the numbers of air fresheners produced and/or placed on the market. Also, the managers of the QA departments of the different manufacturing sites have been trained on the requirements of the PSP.

In case for a certain site the numbers differ significantly from one check to the other, a request is sent to the manufacturing site to investigate.

A record of such periodic checks is kept by the responsible person and it can be provided upon request to a third party auditor to ensure compliance with PSP requirements.

2.2. KPI reporting

[Please download the KPI reporting table here \(Excel sheet\)](#)



Annex 3: Budget mechanism

A.I.S.E. will establish a separate dedicated budget to support all expenses related to this project.

The mechanism of the financing is the following:

Each company joining the initiative is expected to contribute financially to this project on a yearly basis. The financial contribution will be calculated on the basis of the company EU Value Market Share (VMS) for the previous year for the products covered in the scope of this PSP. However, no company shall pay less than the flat minimum administrative fee of 1.000 € per year.

All estimated VMS are collected on a confidential basis by the A.I.S.E. Secretariat and are based on historical data provided by independent third parties (e.g., ACNielsen, GFK, Euromonitor).

This principle will apply as described from 2017 onwards.

For the year 2016, which is the year of preparation and launch of the project, the founding A.I.S.E. companies who contributed to its development will pay an equal share each of the costs estimated for 2016 to put the project in place. Every other member that joins the initiative in the course of the year 2016 is asked to contribute of a fixed amount of 1.500 € invoiced at the time of commitment.

At the end of each year, a reconciliation of the actual costs of the PSP and the yearly fees paid by the supporting companies will be done. This will take into account the actual costs of the project and the total number of signatories for that year.

The proposed mechanism aims at covering the actual costs of the project, not at making any profit. In case the mechanism proposed will generate extra-income at the end of a calendar year, this won't be retained by A.I.S.E. but rather considered for the funding of the following year.

Annex 4: Project Description

[Please download the project description here](#)

