

Attachment 1



Baker- og Konditorbransjens Landsforening

GENERAL TERMS AND CONDITIONS FOR THE USE OF THE “BREAD SCALE” LABELLING SCHEME

1. The labels’ owner and the scheme’s operation

The Bread Scale labelling scheme is owned by BKLF AS (the “Label Owner”), which has the exclusive right to approve all use of the Bread Scale’s labels.

The Label Owner is responsible for managing the Bread Scale labelling scheme’s operation.

2. Right to use the label

Companies that sign an agreement (the “Label User”) are entitled to use the Bread Scale labels and have a duty to comply with the guidelines for their use.

3. Consideration

Label Users who are not members of the Federation of Norwegian Bakers and Confectioners (BKLF) must pay an annual fee to use the labels. The size of the consideration payable is determined by BKLF AS and comprises a fee based on the previous year’s total turnover and/or turnover deriving from the labelled products. Each year, the Label User must submit details of their total turnover and/or the turnover deriving from the labelled products to the Label Owner.

4. Terms for label use

4.1 Assumptions

The Label User must be registered with the Norwegian Food Safety Authority and must have quality systems that comply with the authorities’ requirements.

The Label User pledges to always abide by the prevailing General Terms and Conditions for the Use of the “Bread Scale” Labelling Scheme.

The labels may be used for baked goods, including ready mixes for home baking by the consumer and bakery premixes.

When requested, the Label User must submit documentation to the Label Owner showing calculations of the percentage of wholemeal and quantitative ingredients labelling in accordance with the prevailing General Terms and Conditions for Use of the “Bread Scale” Labelling Scheme. The Label Owner has developed spreadsheets for the necessary calculations, which may be utilised.

With respect to the new use of the label on new packaging, the Label User must, upon request, send a draft for verification by the Label Owner.

The Label User must have established procedures to ensure information is provided to employees about the collaboration with the Label Owner, about the content of the labels and about the agreement that has been entered into with the Label Owner.

4.2 Wholemeal percentage and quantitative ingredients labelling

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|-------------|----------|----------------------------------|
| ▪ Wholemeal | 0–25.9% | Wholemeal flour and whole grains |
| ▪ Wholemeal | 26–50.9% | Wholemeal flour and whole grains |
| ▪ Wholemeal | 51–75.9% | Wholemeal flour and whole grains |
| ▪ Wholemeal | 76–100% | Wholemeal flour and whole grains |
- Use of the term “Wholemeal” along with a percentage triggers a requirement for the quantitative labelling of ingredients pursuant to the Norwegian *Regulations on food information to consumers (Food Information Regulations) FOR-2014-11-28-1947*, Chapter IV Compulsory Information on Food to Consumers (Section 1, Contents and Presentation; Section 2, Detailed Provisions on Compulsory Food Information) and Chapter V Voluntary Information on Food.
 - Wholemeal flour means finely ground, medium ground and coarsely ground wholemeal flour.
 - Whole grains means whole or cut grains.
 - Thus, the content of whole grains, wholemeal flour and bran (see under III) must be specified as a percentage of the weight of the final product. (Approx. 12% of the water will evaporate during baking).
 - The percentage content of the specified ingredients shall be stated after its name in the quantitative ingredients declaration (QUID).
 - Minimum requirements for quantitative specification can be shown by the following example: Ingredients: Wheat flour, water, wholemeal wheat and rye flour (x%), rye and oat bran (x%), yeast, salt, etc. (The ingredients shall be listed in descending order of weight in the finished product).
 - If the producer wishes to be more detailed, percentage amounts of the individual types of wholemeal flour can be specified. An example of this will be: Wheat flour, water, wholemeal wheat (x%), wholemeal rye (x%), oat bran (x%), rye bran (x%), yeast, salt, etc.
 - Unpackaged products: Equivalent information about ingredients, as described above, must be easily available to the consumer.
 - Naturally, the ingredients declaration for bakery premixes and consumer ready mixes must not include water. Quantitative ingredients declarations will therefore be calculated on the basis of dry weight.

4.3 Calculation of wholemeal content

- Encompasses the cereals wheat (including spelt, emmer and einkorn), rye, oats, barley, witch grass and sorghum-species (millet). The cereals have different grain structures. Wheat, spelt, emmer, einkorn and rye have similar structures, while barley, oats, witch grass and millet are different from the first category and from each other. This has a certain impact on the calculation of the wholemeal content.
- Wholemeal flour: Wheat and rye flour that contains all the grain’s constituent parts.
- Wholemeal barley flour, rolled oats and oat flour are also considered to be wholemeal flour.
- Whole grains: Seeds from the above-mentioned cereals (wheat, rye, oats, barley, witch grass and millet). Other types of seeds and nuts are **not** included.

- Sifted flour: Included sifted wheat, rye and barley flour. Gluten and the germ are also categories as sifted flour.
- The wholemeal content is calculated on the basis of dry grain/flour/bran ingredients.
- Wholemeal content refers to the: Dry weight of wholemeal flour and whole or cut grains as a percentage of the total volume of flour.
- When using bran, a conversion factor must be applied to calculate what a certain volume of bran corresponds to in wholemeal flour.
- The volume of wheat bran multiplied by 4.5 (conversion factor) will give the volume of wholemeal flour (e.g. 1 kg bran corresponds to 4.5 kg wholemeal flour).
- The volume of rye bran multiplied by 4.0 (conversion factor) will give the volume of wholemeal flour (e.g. 1 kg bran corresponds to 4.0 kg wholemeal flour).
- The volume of oat bran multiplied by 2.0 (conversion factor) will give the volume of wholemeal flour.
- Calculating the wholemeal content in per cent, the **wholemeal percentage**, for bread that, for example, comprises whole grains, wheat bran, wholemeal flour and sifted wheat flour: $(\text{whole grains} + \text{wheat bran} \times 4.5 + \text{wholemeal flour}) / (\text{whole grains} + \text{bran} + \text{wholemeal flour} + \text{sifted wheat flour})$.
- Please be aware that the inclusion of bran could cause the **wholemeal percentage** to exceed 100%. The bread will have a higher wholemeal score than if it were baked with 100% wholemeal flour.
- The calculated wholemeal content in per cent, the **wholemeal percentage**, shall be specified (see IV).

4.4 The labels' shape, colour, positioning and wholemeal percentage

- There are four basic labels.



- The labels' shape cannot be changed/modified by the Label User.
- The labels' primary colour is red. On posters and in information materials, the labels can be either red or black.
- The labels' colour on the packaging/bag: The choice of red or black can be tailored to the design.
- The labels must be clearly visible and legible for the customer.
- **Specification of wholemeal percentage on packaged products:** The calculated wholemeal percentage for a particular product must be positioned **directly beneath the Bread Scale label's baseline** on the packaging. The specified wholemeal percentage must be written in Font: Myrad Pro Bold, with a minimum size of 12 pt., so that it is clearly visible and legible.



- **Specification of wholemeal percentage on unpacked products:** The calculated wholemeal percentage for a particular product must be positioned **directly beneath the Bread Scale label's baseline** on posters, brochures, in-store product information, etc., that is presented to the customer. The specified wholemeal percentage must be written in Font: Myriad Pro Bold, with a minimum size of 12 pt., so that it is clearly visible and legible.



NB!

If the calculated wholemeal percentage exceeds 100%, it shall be stated as 100% on the bread bags and ready mixes for home baking.

If the calculated wholemeal percentage coarseness exceeds 100% for bakery premixes, the actual percentage shall be stated – even if it exceeds 100%.

Label Users wishing to use other label colours or sizes than those specified in section 4.4 in the General Terms and Conditions for Use of the “Bread Scale” Labelling Scheme, must submit an individual application therefor to the Label Owner. The Label User must explain and describe how and why the change ought to be allowed.

5. Approval of use

Approval to use the Bread Scale label may not be transferred to a third party.

For wholly owned chains, the company must be approved for all units. Each unit must sign its own agreement. If new units are subsequently added, these must apply and be approved separately.

6. Verification of use

BKLF may, at any time, require submission of documentation and packaging samples for verification of one or more products.

The Label User must submit a list of the products bearing Bread Scale labels, and the wholemeal percentage the respective products have, whenever the Label Owner so requests. For wholly owned chains, each unit must submit a separate report on their product lines.

The Label Owner shall, at all times, be permitted to verify use of the labels at the production site, in stores and other retail outlets.

The Label User must be open for inspection and place its quality systems and relevant product specifications at the Label Owner's disposal, to the extent necessary to ensure compliance with the guidelines.

7. Circumstances leading to withdrawal of the label

The Label Owner is entitled to revoke its permission to use the labels with immediate effect if:

- The requirements for use of the label are not met.
- The Label User does not comply with the requirements for access and documentation that the Label Owner sets.
- Actions are taken that could bring the labels and the labelling scheme or the Label Owner into disrepute, or in any other way harm the reputation of the labelling scheme.

Should the Label Owner resolve to revoke permission to use the labels, the fact that the right to use the labels has been withdrawn will be made public.

Should the Label Owner revoke its permission, the Label User's entitlement to use the labels on packaging and all other marketing materials will cease from the date on which such revocation applies.

Permission to use the labels may be withdrawn for a period of time, for individual products or for all company products using the scheme, depending on the circumstances.

8. Arbitration

A court of arbitration will resolve disputes relating to whether the requirements to use the labels have been met or whether there are other circumstances which indicate that permission to use the labels should be withdrawn. The court of arbitration also resolves disputes regarding the sanctions to be imposed.

The court of arbitration comprises three people, appointed by the parties jointly no more than one month after they received a request for such appointment. If the parties do not reach agreement, each party appoints one arbitrator, and the board of BKLF AS appoints the court of arbitration's chair.

Oslo 26 March 2021



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Signature on behalf of the Label Owner