**INDUSTRY VOLUNTARY AGREEMENT TO IMPROVE THE ENVIRONMENTAL PERFORMANCE**

**OF**

**IMAGING EQUIPMENT PLACED ON THE EUROPEAN MARKET**

**[Version 3]**

**Draft FY19 v. 4**

FOR DISCUSSION

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# Introduction

In 2009, the European Union (EU) adopted Directive 2009/125/EC[[1]](#footnote-2) establishing a framework for the setting of ecodesign requirements for energy-related Products (“*ErP”*) to create a framework for the development of EU-wide rules for improving the environmental performance of energy-related Products through eco-design minimum requirements. The Directive is referred to below as the “Ecodesign Directive”. At the same time, the Commission recognised the possibility of having a Voluntary Agreement provided that the industry sector in question fulfilled the conditions included in the mentioned Directive.

The imaging equipment industry has a track record of innovation, long-standing environmental commitments and improved energy efficiency performance. In 2011 the industry concluded the first Voluntary Agreement on Imaging Equipment, which was recognised by the European Commission as a valid alternative to an implementing measure under the Ecodesign Directive. This new Voluntary Agreement is aligned to the latest guidelines set out in the Commission Recommendation of 30.11.2016 on guidelines for self-regulation measures concluded by industry under Directive 2009/125/EC[[2]](#footnote-3) (“European Commission Guidelines”).

Since the adoption of the first Voluntary Agreement, the imaging equipment industry, represented by EuroVAprint[[3]](#footnote-4), has succeeded in delivering considerable energy savings. The Signatories to the Voluntary Agreement achieved energy consumption reductions of 46.2% for Operational Mode (OM) Products and 26.5% for Typical Electricity Consumption (TEC) Products[[4]](#footnote-5). Taking into consideration the transition to a more circular economy, this Voluntary Agreement not only supports energy efficiency measures, it also supports a number of other resource efficiency requirements (such as design for dismantling, reuse and recycling, polymer composition and recycled plastics content) as well as information requirements for End-Users. The Voluntary Agreement enables Customers to make more sustainable purchasing decisions by providing them with accurate information on the environmental performance of Products.

The imaging equipment industry wishes to prolong its commitment to continuous improvement on energy and efficiency resources via this Voluntary Agreement which will help contribute to the achievement of the EU target on Energy Efficiency. It has been estimated[[5]](#footnote-6) that the proposed Commitments as defined herein will enable direct electricity savings of 7.9 Terawatt Hours (TWh) per year in the EU through 2020 and 9 TWh per year in 2030 excluding the additional savings that will be made through increased resource efficiency.

The market coverage of the companies involved in the revision of the Voluntary Agreement remains in excess of 80%[[6]](#footnote-7) of Products Placed on the Market in the EU that are within scope of this Voluntary Agreement.

The scope of the Voluntary Agreement is based on the ErP Preparatory Study on “Imaging Equipment” (Lot 4) and linked with ENERGY STAR®. It aims to target the highest sales volume Products and technologies on the household and office market. It became clear from the ErP Preparatory Study, that this Product category contains a wide variety of Product types, designed and marketed for a wide variety of markets and applications. Products range from a very affordable personal Printer that is used occasionally by a private household user, up to Multifunctional Devices used in offices to accommodate the daily needs for copying, printing, scanning and faxing of documents for groups of office workers.

When setting out to develop the Voluntary Agreement, the imaging industry was faced with the challenge to formulate requirements that are not only relevant and significant for achieving environmental efficiency, but also applicable to the wide range of different imaging Products present in the market. Despite the fact that the imaging equipment industry focused on the Products that are sold in the highest numbers by limiting the Product scope to household and office equipment, the problem of diversity still remained, which is mainly driven by the wide variety of customer requirements in the imaging equipment market.

The energy efficiency requirements in this agreement are based on the latest ENERGY STAR requirements for imaging equipment. Given that those limits are designed to reward the top quartile (energy performance) of Products, this Voluntary Agreement is based on “tiers” approach as it is not possible for all Products to meet these limits immediately.

For the reasons outlined above, Signatories will commit to the requirements in this Voluntary Agreement in relation to Products Placed on the Market for the percentage targets set out in the Voluntary Agreement.

Signatories also commit to share expertise, experience, information and best practices with Signatories to other eco-design self-regulation measures.

Version 4.0 of the Voluntary Agreement was acknowledged by the European Commission through a Report to the European Parliament and the Council published on 29 January 2013[[7]](#footnote-8).

Version 5.2, published in April 2015, was in place until the adoption of this version (v.3) and was updated with the latest specifications of ENERGY STAR®, to align it with the European Commission Guidelines, and to better contribute to the objectives of Circular Economy. The Signatories started working on the new version in October 2017 - during the drafting period consulted several times different Directorates within the European Commission and other stakeholders and circulated several versions of the draft Voluntary Agreement for comments to all stakeholders. Signatories also organised a Steering Committee meeting to discuss the draft Voluntary Agreement in November 2018 and participated at the stakeholder meeting organised by DG Energy in April 2019. Finally, Signatories presented a draft at the Consultation Forum in November 2019. The final version of the Voluntary Agreement on Imaging Equipment was sent to the European Commission for recognition in January 2020.

The Signatories of this Voluntary Agreement are:

1. Brother International Europe
2. Canon Europe Ltd.
3. Epson Europe BV
4. HP Inc
5. Konica Minolta Business Solutions Europe GmbH
6. Kyocera Document Solutions Europe BV
7. Lexmark International nv/sa
8. OKI (UK) Ltd.
9. Sharp Electronics GmbH
10. Toshiba TEC Germany Imaging Systems GmbH
11. Xerox

# Objectives

2.1 The objectives of this Voluntary Agreement are to:

2.1.1 Contribute to the objectives of the Ecodesign Directive in line with Recitals 18-21 Article 17 and Annex VIII on self-regulation measures.

2.1.2 Continuously improve the environmental performance of the types of imaging equipment in scope of this Voluntary Agreement.

2.1.3 Promote business models, Products and services towards the following objectives: achieving a circular economy; use of resources in a more sustainable way; reducing overall lifecycle environmental impact.

2.1.4 Educate End-Users on best practices for environmental printing.

2.1.5 Promote and secure better energy efficiency for household and office imaging equipment.

2.1.6 Ensure the involvement of all stakeholders represented in the Consultation Forum in monitoring of the results and updating the requirements of the Voluntary Agreement.

2.2 This Voluntary Agreement is intended not to inhibit progress by Signatories in technology or business models that will also ultimately benefit End-Users in the form of enhanced security, safety, reduced environmental impact, choice, welfare or otherwise.

# Scope and Signatories

3.1. Obligations set out in this Voluntary Agreement are effective from 1st January 2020 unless otherwise stated and apply to imaging equipment as described and defined below.

3.2. Subject to 3.3 below, this Voluntary Agreement covers imaging equipment belonging to the following Product categories and marking technologies that were included in the ERP Lot 4 preparatory study as set out in Table 3.2 below. Note the corresponding designation of ENERGY STAR evaluation method, either Typical Electricity Consumption (TEC) or Operational Mode (OM):

|  |  |  |  |
| --- | --- | --- | --- |
| **Table 3.2: Scope** | | | |
| Equipment Type | Media Format | Marking Technology | Evaluation Method |
| Multifunction Device | Standard | High-Perf IJ, EP, SI | TEC |
| IJ | OM |
| Printer | Standard | High-Perf IJ, EP, SI | TEC |
| IJ | OM |

EP= Electrophotographic; SI= Solid Ink; IJ= Inkjet; High-Perf IJ= High Performance Inkjet

3.3 The following Products are not included in the scope of the Voluntary Agreement:

3.3.1 Products that are designed to operate directly on three-phase power;

3.3.2 Products that meet the ENERGY STAR v3.0 definition of ‘Professional Imaging Product’ (defined in Annex A);

3.4 Companies active in the imaging equipment hardware industry sector can become Signatory to the self-regulation measure, at any time, provided that they are in the scope of this Voluntary Agreement, fulfil all the requirements, participate in all its operational costs and their application for becoming Voluntary Agreement signatory party is approved by the Steering Committee. The membership form to be completed and signed by a company wishing to become a Signatory shall be attached to the self-regulation measure. The Signatories shall send to the Commission, without undue delay, the original completed and signed membership form.

# Commitments Part I – Primary Design Requirements

## Primary requirements

4.1.1 Products Placed on the Market by Signatories after 1 January 2020 shall meet the following requirements of ENERGY STAR v3.0:

* 1. Energy consumption requirements (TEC and OM Products)
  2. Default delay times (TEC and OM Products)
  3. Automatic Duplexing capability (TEC Products)

in accordance with the targets set out in Table 4.1.1:

|  |  |  |  |
| --- | --- | --- | --- |
| **Table 4.1.1: Compliance Target Tiers Per Signatory** | | | |
|  | **Period** | **OM**  **Products** | **TEC**  **Products** |
| **Tier I** | Jan-Dec 2020 | 85% | 60% |
| **Tier II** | Jan - Dec 2021 | 90% | 75% |
| **Tier III** | From Jan 2022 | 95% | 90% |

4.1.2 For the purposes of measuring compliance with Section 4.1.1, the rate of compliance shall be calculated following the methodology described in Annex B.

# Commitments Part II – Resource Efficiency Requirements

## Resource Efficiency requirements targets

Products as defined in Section 3.2 and Placed on the Market by Signatories after 1 January 2020 shall meet the requirements of this Section 5 in accordance with the targets set out in Table 5.1:

|  |  |
| --- | --- |
| **Table 5.1: Resource Efficiency Targets** | |
| **OM Products** | **TEC Products** |
| 90% | 90% |

## Availability of N-up Printing

All Products shall offer as a standard feature the capability to print several pages of a document on one sheet of paper, when the Product is managed by original software provided by the manufacturer (printer driver).

## Design for Recycling

5.3.1 For all Products:

1. Plastic parts >100 g shall be manually separable into recyclable plastic streams with Commonly Available Tools
2. Product shall utilize Commonly Used Fasteners for joining components, subassemblies, chassis and enclosures
3. Non-separable connections (e.g. glued, welded) between different materials shall be avoided unless they are technically or legally required
4. Product plastics shall be marked by material type (ISO 11469 referring ISO 1043, resin identification code, SPI, DIN, or country specific). Marking requirement does not apply to plastic parts weighing less than 25 g or with surface area less than 50 cm²; tape; plastic protective and stretch wraps and labels; or plastic pieces when marking is not possible due to shape. Plastic parts contained in Reused Complex Assemblies are exempted.

5.3.2 Products will be deemed to comply with the requirements 5.3.1 if they hold a relevant GEN member Type Eco label.

## Design for Dismantling for Recycling and Recovery

5.4.1. Signatories shall ensure that joining, fastening or sealing techniques do not prevent access to the following components (when present) in a non-destructive extraction method, and that the extraction method can be carried out using non-proprietary and Commonly Available Tools:

1. Batteries
2. Printed circuit boards greater than 10 cm²
3. Ink and toner Cartridges and containers
4. Plastic containing brominated flame retardants
5. Liquid crystal displays greater than 100 cm²
6. External electric cables
7. Electrolyte capacitors containing substances of concern (height > 25 mm, diameter > 25 mm or proportionately similar volume)

5.4.2. Accessing such components shall be facilitated by Signatories documenting the sequence of dismantling operations needed to access the targeted components, i.e. each of these operations, the type and the number of joining, fastening and sealing techniques(s) to be unlocked, and tool(s) required. Dismantling instructions will be made available to third parties upon request. Manufacturers may use the [http://www.i4r-platform.eu](http://link.email.dynect.net/link.php?DynEngagement=true&H=w8Bl7ZSLqC%2BFFEF9P0XN9HJB14ltnTgt2r4zKtmGsiA5bfE55aykH7uqyx%2Fm0G8TAkSA8djmd0aizeuR%2FPZ4ZxxaiNnQpYqgxHmqLENhWDZJkrYV%2BRmxxVn1JgI%2BoYzG&G=0&R=http%3A%2F%2Fwww.i4r-platform.eu&I=20180228110559.000000202dc4%40mail6-51-ussnn1&X=MHwxMDQ2NzU4OjVhOTY4ZDAxMjQ4NDY4MTZmODE2Mjg3Zjs%3D&S=UJknnT4E1DGh3Bzi9CyTypN-kaGX5t9AJsFCY0x3XqI) to meet their information sharing requirements.

5.4.3. These requirements shall not apply:

1. to the extent that non-removable joining, fastening or sealing techniques are necessary to ensure the safety of the Product concerned or its relevant components; or
2. to the extent that such requirements are exempted by specific provisions of other Community law applicable to the Products or components concerned.

5.4.4. Products will be deemed to comply with the requirements of this paragraph 5.4 if they hold a relevant GEN member Type Eco Label.

## Availability of Spare Parts and service information and critical software updates

5.5.1. This Section 5.5 is effective from 1 July 2021.

5.5.2. Except where Section 5.5.6 below applies, Signatories shall make available the following Spare Part (as defined in Annex C) parts and relevant repair information, as applicable, for the minimum period of five years after manufacturing the last unit of the model on the market.

1. Hard disc drives (HDD)
2. Solid state drives (SSD)
3. Print heads
4. Laser unit
5. Fuser unit
6. Drum unit
7. Transfer belts
8. Maintenance kits
9. Roller kits
10. Internal power supplies
11. Control circuit boards
12. External power supplies
13. Control panels
14. Toner collection unit
15. Ink collection unit

5.5.3. Applicable Spare Parts for a Product, the procedure(s) for ordering Spare Parts, and the relevant repair information shall be easily identifiable and publicly available on the free access website(s) of the Signatories, at the latest two years after the Placing on the Market of the first unit of a model and until the end of the period of availability of these Spare Parts.

5.5.4. For the above Spare Parts, replacement instructions are to be made available either online via manufacturer’s freely accessible websites or in the Product manual or provided with the Spare Parts.

5.5.5. Maximum delivery time of Spare Parts: The Signatories shall ensure the delivery of Spare Parts in stock in a European warehouse within 15 working days after having received the order.

5.5.6. Effective 1 July 2021 and as appropriate taking into account the market and price-point for lower end Products, Signatories may, instead of making available Spare Parts in accordance with Section 5.5.2, operate a whole unit exchange service model which shall include appropriate use of refurbished Products for a minimum period of three years after the last unit of a model is Placed on the Market.

## Availability of Software and Firmware Updates

5.6.1 Firmware for a model shall be made available for a minimum period of five years after the Placing on the Market of the last unit of the relevant Product model, free of charge or at a fair, transparent and non-discriminatory cost.

5.6.2 The Signatories shall not Place on the Market Products designed to be able to detect they are being tested (e.g. by recognising the test conditions or test cycle) and to react specifically by automatically altering their performance during the test with the aim of reaching a more favourable level for any of the parameters declared by the Signatory to the Independent Inspector or included in any of the documentation provided.

5.6.3 A software update shall never have the effect of changing the Product's performance such that it no longer meets the requirements of the Voluntary Agreement.

## Polymer Composition

5.7.1 Section 5.7 shall apply to TEC Products.

5.7.2 In order to limit the variety of materials used, plastic casing parts with a mass greater than 100 g shall consist of one single polymer or a polymer blend.

5.7.3 All plastic casing parts shall only consist of up to four separable polymers or polymer blends.

5.7.4 Large-sized casing parts shall be designed in a way that the contained plastics can be used for the Production of high-quality durable Products by applying available recycling techniques.

5.7.5 The use of coatings for special parts is to be reduced to a minimum, unless it can be demonstrated that it does not alter recyclability. Galvanic coatings on plastic parts are not permissible.

5.7.6 Products will be deemed to comply with the requirements of this Section 5.7 if they hold a relevant GEN member Type Eco Label.

## Recycled plastic content

5.8.1 For all Products Signatories shall make information available to Customers on the minimum percentage[[8]](#footnote-9) of postconsumer recycled plastic content, calculated as a percentage of total plastic (by weight) in each Product.

5.8.2 The following may be excluded from the calculation of the total plastic weight: printed circuit boards, labels, cables, connectors, electronic components, optical components, electrostatic discharge (ESD) components, electromagnetic interference (EMI) components, and biobased plastic material. Products that do not contain plastics can declare “Not applicable” for this criterion.

# Commitments Part III – Information Requirements for End-Users

## Publication of list of Products

The Up-to-date list of qualified Products, according to Voluntary Agreement requirements, together with additional information on how these Products were tested (e.g. parameters and results) will be published on the EuroVAprint website in the format shown in Annex G. The initial list of Products currently made available on the market and corresponding information will be posted on the EuroVAprint website after the CY 2019 compliance report has been finalized by the Independent Inspector. For new models introduced after that date, information will be added within two months of when the Product is Placed on the Market. All data will be published in an appropriate searchable and downloadable electronic format, such as a spreadsheet or other open-source document format.

## Information requirements targets

Products Placed on the Market by Signatories after 1 January 2020 shall meet the requirements of Section 6 in accordance with the targets set out in Table 6.0:

|  |  |
| --- | --- |
| **Table 6.0: Information Requirement Targets** | |
| **OM Products** | **TEC Products** |
| 90% | 90% |

## Information on repair

User instructions and/or manufacturer’s freely accessible web sites shall include information facilitating access to professional repair (internet webpages, addresses, contact details).

## Resource Efficiency and Energy Efficiency

6.4.1 For all Products, Signatories commit to providing End-Users with information regarding resource efficiency when using Products. The intent is to ensure the End-User is made aware of good efficiency practices when they first begin to use a new Product.

6.4.2 Signatories shall achieve this through at least one of the following methods:

1. A pop-up screen on the End-Users’ computer during the initial installation of software (preferred)[[9]](#footnote-10);
2. A CD or publicly available website;
3. An insertion sheet provided in/on the box of the Product;
4. An information sheet to be provided at the time of sale of the Product;

6.4.3 The following information shall be provided as a minimum[[10]](#footnote-11) where applicable:

1. Information that recycled as well as virgin paper certified under environmental stewardship initiatives, or carrying recognised ecolabels, may be suitable providing that it meets appropriate quality standards as defined, for example, in EN 12281 on “Printing and business paper for dry toner imaging processes” for papers in the range 75-250 g/m2. For specific applications, the lower boundary may be chosen at 64 g/m2.
   1. For Electro Photography Printers: indication that these can print on 64 g/m² paper and that this paper contains less raw material per print, thus saving significant resources.
   2. Energy can be saved by purchasing ENERGY STAR ® qualified Products.
   3. Description of the benefits of printing in duplex mode (for TEC Products having a duplex function).
   4. The environmental benefits of power management.
   5. The environmental benefits of safe and appropriate collection for recycling.
2. The information as described in Sections 6.4.3 (a) (i) to (v) shall be provided in the form of compact statements.
3. Paper weight mentioned in the pop-up window (or alternatives as described above) shall be consistent with the paper weight specifications of the Product.

6.4.4 Signatories shall make available to End-Users information regarding recycled paper via website or other means. Example statements are listed below:

1. Recycled paper promotes the circular economy with more recycling saving more natural resources.
2. The use of waste paper to produce recycled paper significantly reduces the amount of energy and water consumed compared to virgin fibre paper. In addition, the forest resources are conserved - an important contribution to biodiversity. Existing environmental savings can be enhanced in a simple and efficient manner.
3. Modern recycled paper meets the highest quality requirements for different printing processes - appropriate standards guarantee this. The Products supplied by the Voluntary Agreement Signatories are suitable for using with recycled paper meeting the EN 12281:2002 standard.
4. Regarding archiving - recycled paper meets all requirements for long-term storage.
5. The use of recycled paper is a visible and credible sign of ecological, resource-efficient behaviour.

6.4.5 Signatories shall make information on the environmental performance of their Products available to Customers via freely accessible web sites or user manuals. This should include as a minimum the mandatory information required in ECMA 370 (see Annex F).

# Independent Inspector and Verification of Compliance

## Verification of compliance

7.1.1 The Independent Inspector is an independent third party who is tasked with monitoring the compliance of Signatories, and as such is responsible for:

1. verifying Signatories’ compliance with the requirements of the self-regulation measure through: checking the documentation provided by Signatories; testing Products; and inspecting the Signatories’ premises. Testing and verification procedures for documentation checking and product testing are described in Annexes D-1 and D-2. The Independent Inspector should decide on an appropriate combination of these methods:
   1. Testing concerns verifying the characteristics of Products covered by the self-regulation measure by means of physical tests performed in a laboratory accredited for the relevant test method.
   2. The Independent Inspector shall select, at random, an adequate number of Products from different Signatories for testing, preferably acquiring them from retailers in different Member States (physical or online shops). If Signatories provide the Products directly, they should not be involved in selecting the samples. The Independent Inspector may select specific models or select models from a specific Signatory if information obtained from any source points to possible non-compliance of those models or that Signatory.
   3. The detailed test reports for each separate Product tested should be provided to the Commission and to the Signatory concerned. The list of Products tested, and a summary of results, should be included in the Annual Product Testing and Documentation Verification Report prepared by the Independent Inspector.
   4. Testing may only be used to verify compliance with the energy efficiency requirements of ENERGY STAR v3.0. That testing must be conducted using the ENERGY STAR ® Imaging Equipment Test Method, Rev. Dec-2018.
2. collecting and processing information supplied by Signatories pursuant to Section 7, Annex B and Annex C in order to compile the Annual Compliance Report;
3. collecting and processing information supplied by Signatories pursuant to Section 7, and Annexes D-1 and D-2 in order to compile the Annual Product Testing and Documentation Verification Report;
4. preparing the Annual Compliance Report;
5. preparing the Annual Product Testing and Documentation Verification Report;
6. performing investigations into third party allegations; and
7. performing a minimum of one Product test per Signatory per year.

7.1.2 Signatories agree to finance testing of two Products per year per Signatory. The prioritisation of Products to be tested should be done by the Inspector, based on, inter alia, non-compliance risk. Thus, Products already tested independently should be low priority, but not necessarily exempted from the outset.

## Inspections

7.2.1 The Independent Inspector may carry out an inspection of a specific Signatory on the basis of specific information justifying such an inspection. The specific information should be disclosed to the Signatory concerned.

7.2.2 An inspection should only be used as a means of checking compliance with the Commitments made under the Voluntary Agreement measure if no other more cost-effective means is available.

7.2.3 During an inspection, the Independent Inspector should only carry out those activities that are strictly necessary for checking the compliance of the Signatory with the Commitments made under the Voluntary Agreement.

7.2.4 The Independent Inspector should not give the Signatory advance warning of the inspection or only at short notice. The Signatory should provide any support required.

7.2.5 The Independent Inspector shall send a draft of the inspection report to the Signatory concerned for comment within one month of the inspection. The Signatory shall submit its comments within two weeks of receiving the draft report. The Independent Inspector shall, within two weeks, amend, if necessary, the draft report to take account of the comments received from the Signatory. The report, including the reason for the inspection and conclusions on compliance of the Signatory and/or qualifications of its Products shall be provided to the Commission and to the Signatory concerned. A summary shall be presented at the first meeting of the Steering Committee held following the finalisation of the report. The summary should not disclose any commercially sensitive information, unless this is necessary to prove non-compliance.

## Selection of the Independent Inspector

7.3.1 Signatories shall issue a tender to identify candidates to serve as the Independent Inspector. The appointment of the Independent Inspector selected by the Signatories is to be agreed with the European Commission. The final draft of the contract between the Signatories and the Independent Inspector shall be provided to the members of the Steering Committee for comment before the contract is finalised. The contract of the Independent Inspector shall require undertakings of confidentiality from the Independent Inspector, and shall also set out any requirements or applicable mechanisms for a process of appeal, should this be necessary.

7.3.2 The Independent Inspector shall:

1. Be a natural or legal person;
2. Have the necessary capacity and skills for verifying the compliance of Signatories with the provisions of this Voluntary Agreement;
3. Be free of conflicts of interest;
4. Be impartial in all its activities, basing its opinions and reports solely on the facts;
5. Respect confidentiality, where necessary, in order to protect the Signatories’ commercial secrets or sensitive data and to this end sign a 'Nondisclosure Agreement' with the Signatories to the self-regulation measure;
6. Interpret applicable rules and figures in a truthful and sincere manner;
7. Perform its tasks with due care and supervise adequately all performed tasks for which it will be responsible;

7.3.3 Information about the Independent Inspector chosen for the Voluntary Agreement should be published on the website dedicated to the Voluntary Agreement within thirty days following its appointment.

7.3.4 The Independent Inspector shall have an observer seat at the Steering Committee.

# Reporting

## Reporting frequency

8.1.1 Signatories shall submit reports to the Independent Inspector reporting on compliance with the Voluntary Agreement (the “Reports”) according to the guidelines in this Section.

8.1.2 The Reports shall comprise the template in Annex C and data for compliance verification purposes according to Annexes D-1 and D-2.

8.1.3 The Independent Inspector shall prepare **Annual Compliance Reports** according to the following schedule:

1. A Report by 30 April 2021 which shall cover Products Placed on the Market between 1 January 2020 and 31 December 2020.
2. A Report by 30 April 2022 which shall cover Products Placed on the Market between 1 January 2021 and 31 December 2021.
3. A Report by 30 April 2023 which shall cover Products Placed on the Market between 1 January 2022 and 31 December 2022.

8.1.4 Unless differently stated in forthcoming revisions of the current Voluntary Agreement, the subsequent Annual Compliance Reports shall be published by the 30 April of each year covering Products Placed on the Market during the previous full calendar year, e.g. by 30 April 2030 for Products Placed on the Market between 1 January 2029 and 31 December 2029.

8.1.5 Within two weeks following the end of a reporting period, the Independent Inspector shall send a request to the Signatories to file their Reports pursuant to section 7.1.1b). These shall be submitted no later than two months after the end of the reporting period.

8.1.6 Additional requests made by the Independent Inspector for Signatories to provide any missing information after the deadline shall be honoured within 10 working days.

8.1.7 The Reports shall be compiled by the Independent Inspector into a draft Annual Compliance Report that will be submitted to the European Commission and the Signatories by 12 April of the calendar year following the end of the reporting period for the purpose of checking inconsistencies and quality. The members of the Steering Committee should be allowed two weeks to submit their comments on the report. The Independent Inspector will submit the Final Annual Compliance Report to the Steering Committee no later than 30 April of the calendar year following the end of the reporting period.

8.1.8 The Annual Compliance Report shall include:

1. information about the data collection and processing methods used and any difficulties encountered in preparing the report;
2. summaries of any inspections carried out during the reporting period;
3. a list of non-compliant Signatories;
4. information about the reasons for any non-compliance; and
5. recommendations for future reporting periods.

8.1.9 The Annual Compliance Report will only show anonymous results. Signatories will not be named although individual achievements shall be disclosed (company A, company B, etc.). If a company is found to be non-compliant, the Annual Progress Report shall provide the identity of the Signatory and detail the reasons for such non-compliance.

8.1.10 The Independent Inspector shall prepare **Annual Product Testing and Documentation Verification Reports** according to the following schedule:

1. A Report by 31 October 2021 which shall cover Products Placed on the Market between 1 January 2020 and 31 December 2020.
2. A Report by 31 October 2022 which shall cover Products Placed on the Market between 1 January 2021 and 31 December 2021.
3. A Report by 31 October 2023 which shall cover Products Placed on the Market between 1 January 2022 and 31 December 2022.

8.1.11 Unless differently stated in forthcoming revisions of the current Voluntary Agreement, the subsequent Annual Product Testing and Documentation Verification Report shall be published by the 31 October of each year covering Products Placed on the Market during the previous full calendar year.

8.1.12 Within four months of the end of a reporting period, the Independent Inspector shall send a request to the Signatories to provide evidence pursuant to section 7.1.1c) in connection with the printer models selected for testing. These shall be submitted no later than six months after the end of the reporting period.

8.1.13 Additional requests made by the Independent Inspector for Signatories to provide any missing information after the deadline shall be honoured within 10 working days.

8.1.14 The evidence provided by the Signatories will be assessed and reported upon by the Independent Inspector in a draft Annual Product Testing and Documentation Verification Report that will be submitted to the European Commission and the Signatories by 12 October of the calendar year following the end of the reporting period for the purpose of checking inconsistencies and quality. The members of the Steering Committee should be allowed two weeks to submit their comments on the report. The Independent Inspector will submit the final Annual Product Testing and Documentation Verification Report to the Steering Committee no later than 31 October of the calendar year following the end of the reporting period.

8.1.15 The Annual Product Testing and Documentation Verification Report shall include:

1. information about the data collection and processing methods used and any difficulties encountered in preparing the report;
2. the results of documentation checking;
3. the approach for selecting Products for testing and, if specific Models or Signatories were targeted, the reasons for doing so;
4. a list of Products tested and a summary of the individual results;
5. a list of non-compliant Signatories;
6. information about the reasons for any non-compliance; and
7. recommendations for future reporting periods.

8.1.16 The Independent Inspector shall be responsible for ensuring that confidentiality of the Signatory’s identity and any data or information provided to it under or in relation to this agreement is maintained. This shall include entering into a non-disclosure agreement with each Signatory if requested by the Signatory.

## Energy consumption report

8.2.1 The Signatories are to ensure that EuroVAprint publishes once a year on its website an energy consumption report that is prepared by the Independent Inspector. This report will be provided as part of the Annual Compliance Report[[11]](#footnote-12).

8.2.2 The report is to contain the following data:

* Total energy consumption of OM units per year
* Total energy consumption of TEC units per year

# Third party allegation

9.1 Any third party may submit an appropriately substantiated allegation of a possible non-compliance with the Voluntary Agreement by a specific Signatory to the Independent Inspector.

9.1.1 The Independent Inspector shall evaluate the evidence and, as necessary, follow-up by requesting further information from the third party or the Signatory concerned.

9.1.2 The Independent Inspector at his own discretion may dismiss any allegation that is inadequately substantiated or outside the scope of the Voluntary Agreement.

9.1.3 As a general principle, the Independent Inspector shall be under no obligation to investigate the same matter more than once. Accordingly, third party allegations that are the same or substantially the same as allegations that have already been investigated or dismissed as unsubstantiated will automatically be dismissed, unless supported by significant new evidence that the Independent Inspector considers creates a realistic possibility of a different conclusion.

1. The Independent Inspector should at each Steering Committee meeting provide an overview of all allegations submitted since the last meeting and, if it has not investigated any of them, provide its reasons for this.
2. The Independent Inspector shall provide an overview of all allegations made in the Annual Compliance Report including their status and/or outcome.

9.1.4 On the basis of the information received the Independent Inspector may undertake an investigation as per the methodology set out in this section.

9.1.5 Each Signatory will cover the costs of investigating 2 allegations per reporting period, for which a final report is submitted to the Steering Committee and Signatory. Should this maximum number be exceeded, the Inspector shall address the issue, within 30 days by written notice, to the Steering Committee members and Signatory. Steering Committee members should make a decision on how to fund the investigations, where appropriate.

9.1.6 An investigation will be conducted as follows:

* 1. The Independent Inspector shall inform the Steering Committee and the third party that said investigation has started.
  2. The investigation shall be limited only to those aspects set out in the allegation.
  3. The Independent Inspector may use several methods of investigation, depending on the particular case, which may include documentation checks, interviews with the third party and/or Signatory concerned, and/or Product testing.
  4. The Independent Inspector shall draft and share a report, within 30 working days from the notification to the Steering Committee and the third party, with the Signatory concerned.
  5. The Signatory shall respond with its comments (if any) to the Independent Inspector within 10 working days.
  6. Where applicable, the Independent Inspector shall respond to the Signatory’s comments, confirming amendments it will make/will not make and update the draft report accordingly, within 10 working days of receiving comments from the Signatory.
  7. The Independent Inspector shall issue a final written summary report to the Signatory concerned, the Steering Committee (via EuroVAprint), and the third party within 10 working days. The summary report shall set out the evidence provided, investigations conducted by the Independent Inspector, the conclusions, including (non-)compliance of a Signatory or (non-)qualification of a Product, and their rationale, and recommendations for further steps if considered necessary (e.g. site visits and third party testing).

9.2 The procedures set out in this Section do not apply to Market Surveillance Authorities.

# Nature and Organization of the Voluntary Agreement

## Nature of the Voluntary Agreement

10.1.1 Each Signatory signs and enters into this Voluntary Agreement only on its own behalf and makes its commitment under the Voluntary Agreement to the European Commission. The consequences of non-compliance are set out in Section 14.

10.1.2 This Voluntary Agreement is not a commercial agreement and shall not give rise to any commercial expectations or liabilities between the Signatories in respect of the fulfilment of their individual Commitments as listed in this Voluntary Agreement.

10.1.3 Each Signatory shall be treated equally and there shall be no special arrangements for individual Signatories.

## Organisation of the Voluntary Agreement

10.2.1 The members of the Steering Committee are the Signatories and the European Commission. Each Signatory to the Voluntary Agreement as well as the European Commission shall have the right to nominate one person to represent it at the Steering Committee, who all have equal voting rights.

10.2.2 Members of the Consultation Forum, and the Independent Inspector have the status of observer to the Steering Committee, without voting rights.

10.2.3 Meetings of the Steering Committee shall be held in Brussels at least once per year. They shall be open to non-voting interested parties, which could participate as observers, such as:

1. Any representatives of EU Member States, as well as Member States of the EEA or EFTA; and
2. Organisations that have a permanent seat on the Ecodesign Consultation Forum.
3. Other interested parties, including companies with Products in scope of the self-regulation measure that are not Signatories to it.

10.2.4 The Steering Committee shall elect, from amongst its members, a Chair for a mandate of two years. The members of the Steering Committee can shorten or end the term of the Chair at any time. The Chair shall be responsible for convening the Steering Committee at least once a year, in order inter alia to review progress and analyse and discuss reports presented by the Independent Inspector. The Chair shall, however, have no executive or representative function unless this is delegated to them by the Steering Committee.

10.2.5 The Chair, after consulting the Steering Committee, may invite one representative from an organisation as a (non-voting) observer. Provided such organisations clearly state the interests and organisations they represent, they may participate in Steering Committee meetings on a case-by-case basis.

10.2.6 All participants have the right to take the floor at the Steering Committee meetings and to request that the Chair record their views in the minutes.

10.2.7 The Chair must convene a Steering Committee meeting whenever any of the conditions justifying the termination of the self-regulation measure mentioned hereafter occur. The meeting must be convened within thirty days of the receipt by the Chair of the information about the condition justifying the termination of the self-regulation measure.

10.2.8 Any member of the Steering Committee may request the Chair to convene a meeting of the Steering Committee.

10.2.9 Invitations to the Steering Committee meeting must be sent to all members and observers of the Steering Committee, and must be published, together with a draft agenda, on the website of the self-regulation measure no later than thirty days in advance of the meeting.

10.2.10 The Chair should include in the draft agenda for a Steering Committee meeting all points requested by the members and observers.

10.2.11 Documents to be presented and discussed at the Steering Committee meeting must be sent to all members and observers of the Steering Committee, and should be published on the website of the self-regulation measure no later than 7 working days in advance of the meeting.

10.2.12 The draft minutes should be sent to all members and observers of the Steering Committee and they should be given at least two weeks to submit comments on them. The final minutes should be published on the self-regulation measure’s website within one month of the meeting.

10.2.13 The Signatories should bear all expenses related to the Independent Inspector and its activities, the website and the operation of the Steering Committee, except for the costs of participation of the representative of the Commission and the observers other than the Independent Inspector.

## Market coverage

10.3.1 The Signatories will provide evidence, compiled by an independent party, to the European Commission in the following cases:

1. when submitting a self-regulation measure or a revised version of an existing self-regulation measure, with the findings having been generated or updated within the previous six months;
2. within three months of any change in the Signatories (e.g. after the withdrawal of a signatory or after a relevant division of a signatory has been sold off to a non-signatory), unless the most recent report shows that the market coverage will remain at least 80% following the change; and
3. two years after sending the latest report, to update coverage following changes in the market.

10.3.2 The market share coverage will be assessed as follows:

1. Market share data will be sourced from an independent third party with an established capability to provide data in this sector.[[12]](#footnote-13)
2. Two figures for market share will be sourced for the reporting period concerned:
3. T – the total number of Products Placed on the Market in the EU in scope of the Voluntary Agreement
4. V – the total number of Products Placed on the Market in the EU in scope of the Voluntary Agreement by the Signatories to the Voluntary Agreement alone.
5. One figure will be published in the annual compliance report, S = V/T.
6. S is the percentage market share represented by the Voluntary Agreement.

## Transparency of the Voluntary Agreement

10.4.1 EuroVAprint has set up a website to ensure full transparency of the Voluntary Agreement[[13]](#footnote-14). It shall provide the below information:

An up-to-date list of Signatories (including contact details) and information on recent withdrawals and exclusions of Signatories;

The Up-to-date list of qualified Products, according to the Voluntary Agreement requirements, together with additional information on how these Products were tested (e.g. parameters and results). The list shall be in a searchable and downloadable format, e.g. a spreadsheet or other open-source document format;

The most recent and previous versions of the self-regulation measure;

1. Official Commission guidelines;

The Annual Compliance reports produced by the Independent Inspector;

1. Non-compliance Reports from the Independent Inspector;
2. Annual energy usage report;
3. Exclusion of a non-compliant Signatory;

For every Steering Committee meeting: invitations, draft agendas, meeting documents and meeting minutes;

Summary versions of reports on the market coverage (without disclosure of individual Signatories’ commercial or confidential data);

Information on the Independent Inspector, including its contact details;

An up-to-date list of non-compliant Signatories;

A contact form that allows visitors to submit questions in relation to the Voluntary Agreement. The enquiries should be replied to within one month.

10.4.2 If some or all of the Signatories decide to conclude a separate agreement or association of any kind in relation to the objectives of this self-regulation measure, all relevant documents relating to the agreement or the associations shall be made publicly available on the relevant website.

# Voting rules

11.1 The Steering Committee will seek to achieve agreement by consensus at all times. If consensus cannot be achieved, the Steering Committee may reach a decision in accordance with the voting procedures described below. The Steering Committee may decide to develop and adopt further rules of procedure where it deems it necessary and may decide to delegate powers where it deems it to be necessary to specific individuals or to sub-committees.

11.2 All reasonable efforts shall be taken to ensure that the decisions of the Steering Committee are taken on the basis of a consensus.

11.3 However, where consensus on an issue cannot be achieved in the course of a meeting of the Steering Committee, a call for an indicative vote may be made by the Steering Committee Chair or by a Quorum.

11.4 During any voting procedure of the Steering Committee each Signatory shall be entitled to cast a single vote. Only Voluntary Agreement Signatories (EuroVAprint members or otherwise) and the European Commission enjoy full voting rights.

11.5 If the indicative vote indicates a favourable outcome (two-thirds of those present/represented and voting or greater in favour) but a consensus is nonetheless not achieved, a call for a deciding vote may be made by a Quorum to be held at the following meeting of the Steering Committee. At such second meeting, the adoption of a decision shall be made in accordance with the Voting Rules. At such second meeting, the adoption of a decision shall require:

11.5.1 A Quorum

11.5.2 The agreement of a two-thirds (of those present and voting) majority of the Quorum.

# Non-Compliance

12.1 If a Signatory fails to meet its Commitments under Sections 4, 5, or 6 of the present Voluntary Agreement, the Signatory shall be requested to take corrective actions. Non-compliance that continues for more than six months after that report of the independent inspector which identified the non-compliance, shall lead to immediate exclusion of the signatory from the Voluntary Agreement.

12.2 In case of non-compliance with the deadlines in Section 8, the Signatory will have 1 month to propose a compliance plan that would correct the situation. The Signatory will also be subject to an inspection in the year following the reporting period concerned. A repeated failure to report compliance documentation shall lead to immediate exclusion from the Voluntary Agreement.

12.3 In cases where non-compliance determines withdrawal or exclusion of Signatories the market coverage of the remaining Signatories shall be re-assessed by an independent party. The findings shall be communicated in writing to the Commission within 3 months.

12.4 The defaulting company may reapply for membership of the Voluntary Agreement. The application shall include detailed explanations regarding the remedial actions for compliance that were taken by the company. In such cases an inspection of the applicant shall be conducted by the Inspector before the application is submitted to the approval of the Steering Committee.

12.5 The Chair should inform the Steering Committee in writing of the exclusion of any noncompliant Signatory within one week of receiving information from the Independent Inspector that a condition for immediate exclusion has been met.

# Revision of the Voluntary Agreement

Signatories will initiate the revision of the Voluntary Agreement and its Commitments at the latest three months after the publication of new ENERGY STAR® specifications for Imaging Equipment, or following an agreement between the European Commission and EuroVAprint.

# Withdrawal from the Voluntary Agreement

14.1 Signatories can terminate their individual participation in the Voluntary Agreement by sending a registered letter to the Chair of the Steering Committee and the secretariat of EuroVAprint with one-month notice. The Chair of the Steering Committee shall inform the Steering Committee within a week of receipt of the written notice.

14.2 In such cases the market coverage of the remaining Signatories shall be re-assessed by an independent party. The findings shall be communicated in writing to the Commission within 3 months.

# Termination of the Voluntary Agreement

15.1 The Signatories may decide to terminate the Voluntary Agreement at any time. Reasons for termination could be, but are not limited to:

15.1.1 Signatories no longer meet the relevant market coverage threshold (80%) and this continues for a period over six months;

15.1.2 A majority of Signatories no longer meet the Commitments of the Voluntary Agreement;

15.1.3 Legislation is implemented that specifically overrules the Voluntary Agreement;

15.1.4 Signatories have a considerable disadvantage over “free riders”.

# Annex A: Definitions

1. **Assemblies:** Assemblies consist of at least two components that are joined together in a force- or form-fit manner
2. **Copier**: A commercially-available imaging Product whose sole function is the Production of hard copy duplicates from graphic hard copy originals. The unit must be capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover Products that are marketed as Copiers or upgradeable digital Copiers (UDCs).
3. **Consultation Forum**: as defined by Article 18 of the 2009/125/EC Directive, and 2008/591/EC Commission Decision, the assembly ensuring a balanced participation of Member States’ representatives and all interested parties concerned with the Product or Product group in question
4. **Commitments:** Means the Commitments described in Sections 4, 5 and 6 to this Agreement altogether.
5. **Commonly Available Tools:** Widely used, commercially available tools.
6. **Commonly Used Fasteners:** Widely used, commercially available fasteners.
7. **Compliance period:** The period over which companies measure their performance against the Commitments of the Voluntary Agreement.
8. **Customer:** A person or legal entity who takes purchasing decisions for the Products covered in this Voluntary Agreement.
9. **Electrophotography (EP):** A marking technology characterized by illumination of a photoconductor in a pattern representing the desired hard copy image via a light source, development of the image with particles of toner using the latent image on the photoconductor to define the presence or absence of toner at a given location, transfer of the toner to the final hard copy medium, and fusing to cause the desired hard copy to become durable. Types of EP include Laser, LED, and LCD. Colour EP is distinguished from monochrome EP in that toners of at least three different colours are available in a given Product at one time. Two types of colour EP technology are defined below:
   1. Parallel Colour EP – A marking technology that uses multiple light sources and multiple photoconductors to increase the maximum colour printing speed.
   2. Serial Colour EP – A marking technology that uses a single photoconductor in a serial fashion and one or multiple light sources to achieve the multi-colour hard copy output.
10. **End-User:** A person who uses the Product for one of its main functions (e.g. printing, scanning, copying). The End-User has some control over the environmental impact of the Product by choosing the type and weight of paper and by using duplex and/or n-up printing.
11. **Fax Machine:** Commercially-available imaging Product whose primary functions are scanning hard copy originals for electronic transmission to remote units and receiving similar electronic transmissions to produce hard copy output. Electronic transmission is primarily over a public telephone system, but also may be via computer network or the Internet. The Product also may be capable of producing hard copy duplicates. The unit must be capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover Products that are marketed as fax machines.
12. **High Performance IJ:** The use of an IJ marking technology in high-performance business applications usually occupied by Electrophotographic marking technology. This difference between the conventional IJ Product and the High Performance IJ Product is denoted by the presence of nozzle arrays that span the width of a page and/or the ability to dry the ink on the media through additional media heating mechanisms.
13. **Ink Jet (IJ):** A marking technology where images are formed by depositing colorant in small drops directly to the print media in a matrix manner. Colour IJ is distinguished from monochrome IJ in that more than one colorant is available in a Product at any one time. Typical types of IJ include Piezo-electric (PE) IJ, IJ Sublimation, and Thermal IJ.
14. **Member States:** The Member States of the European Union
15. **Model**: An imaging equipment hardware Product that is sold or marketed under a unique model number or marketing name. A Product Model may be comprised of a base Product or a base Product plus accessories.
16. **Multifunction Device (MFD):** Acommercially-available imaging Product, which is a physically-integrated device or a combination of functionally-integrated components that performs two or more of the core functions of copying, printing, scanning, or faxing. The copy functionality as addressed in this definition is considered to be distinct from single sheet convenience copying offered by Fax Machines. The unit must be capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover Products that are marketed as MFDs or multifunction Products (MFPs).
17. **OEM** (original equipment manufacturer): a company that manufactures and commercializes/imports Products under its own brand name into the EU territory.
18. **OM** - **Operational Mode:** ENERGY STAR ® Imaging Equipment (IE) specification. The procedure is to be used to quantify the power consumption of imaging Products that do not utilize the Typical Electricity Consumption (TEC) method. Examples of Products that will be tested with this OM method include those that use marking technologies such as Ink Jet, Dot Matrix or Impact, as well as scanners and all large-format and small-format devices. The key results of this test procedure are power values for Ready, Sleep, and Off modes.
19. **Placing on the Market**: The act of making a Product available for the first time on the Union market when supplied for distribution or use within the Union whether for reward or free of charge and irrespective of the selling technique. The concept of making available refers to each individual Product. Guidance on this definition is available in the Guide to the Implementation of Directives Based on New Approach and Global Approach. <https://publications.europa.eu/en/publication-detail/-/publication/4f6721ee-8008-4fd7-acf7-9d03448d49e5/language-en>
20. **Product:** any Multifunction Device or Printer falling within the scope of the present agreement, as described in Section 3. 2.
21. **Printer:** A commercially-available imaging Product that serves as a hard copy output device, and is capable of receiving information from single-user or networked computers, or other input devices (e.g., digital cameras). The unit must be capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover Products that are marketed as printers, including Printers that can be upgraded into MFDs in the field.
22. **Professional Imaging Product:** A Printer or MFD marketed as intended for producing deliverables for sale, with the following features:
23. Supports paper with basis weight greater than or equal to 141 g/m2;
24. A3-capable;
25. If Product is monochrome, monochrome Product speed equal to or greater than 86 ipm;
26. If Product is color, color Product speed equal to or greater than 50 ipm;
27. Print resolution of 600 x 600 dots per inch or greater for each color;
28. Weight of the base model greater than 180 kg;

and five of the following additional features for color Products or four for monochrome Products, included standard with the Product or as an accessory:

1. Paper capacity equal to or greater than 8,000 sheets;
2. Digital front-end (DFE);
3. Hole punch;
4. Perfect binding or ring binding (or similar, such as tape or wire binding, but not staple saddle stitching);
5. Dynamic random access memory (DRAM) equal to or greater than 1,024 MB.
6. Third-party color certification (e.g., IDEAlliance Digital Press Certification, FOGRA Validation Printing System Certification, or Japan Color Digital Printing Certification, if Product is color capable); and
7. Coated paper compatibility.
8. **Quorum**: Two thirds of the Signatories who requested to be on the Steering Committee being present at a meeting**.**
9. **Signatories**: means all member companies that have signed this Voluntary Agreement. See in Section 1 the name of Signatories of this Voluntary Agreement.
10. **Solid Ink (SI):** A marking technology where the ink is solid at room temperature and liquid when heated to the jetting temperature. Transfer to the media can be direct, but is most often made to an intermediate drum or belt and then offset printed to the media.
11. **Spare Part:** means a separate part that can replace a part with the same or similar function in an equipment. The part is considered necessary for use if the equipment cannot function as intended without that part. The functionality of the equipment is restored or is upgraded when the part is replaced by a spare part. Spare Parts may also be orderable as an assembly (also known as a spare unit).
12. **Standard Size Format Product:** Products categorized as Standard include those designed for standard-sized media (e.g., Letter, Legal, Ledger, A3, A4, and B4), including those designed to accommodate continuous-form media at widths between 210 mm and 406 mm. Standard-size Products may also be capable of printing on small-format media.
13. **Steering Committee:** The co-ordinating and governing body of this Voluntary Agreement, appointed in accordance with the principles set out in Section 12.
14. **TEC: Typical Electricity Consumption** method for the Version 2.0 ENERGY STAR ® Imaging Equipment (IE) specification. The procedure is to be used to obtain and evaluate the TEC of Standard-size IE Products such as Copiers, digital duplicators, Fax Machines, Multifunction Devices (MFDs), and Printers that use high-temperature technologies such as Electrophotography (EP) and Solid Ink (SI), and those that provide comparable functionality. It is not intended for low-temperature technologies such as conventional Ink Jet (IJ) or Impact, nor for Large-format or Small-format Products. The key result of this test procedure is a value for typical weekly electricity consumption.

# Annex B: Calculating the compliance rate

The compliance rate is the percentage of Part I qualified units in scope and Placed on the Market in relation to the total number of units in scope and Placed on the Market. A Product is considered Part I qualified when it meets all the requirements as detailed in Section 4.1*.* relative to the moment of Placing on the Market as defined in Annex A. This means that if a Product doesn’t meet a requirement it will not be counted towards the company compliance rate. The compliance rate will be calculated to 2 significant figures as a sales weighted number meaning that Products with high sales will weigh heavier in calculating the compliance rate than low sales Products.

Part I qualified units in scope and Placed on the Market

Total units in scope and Placed on the Market

Compliance rate =

Table 1 shows a simplified example of how a Signatory must calculate the compliance rate of shipments for a given period for OM Products

Sleep

power(W)

OM Max

sleep

power

allowance

(W)

OM

default

delay

time (Y/N)

Product

Meets Voluntary Agreement

commitments

Part I

(Y/N)

Total units

shipped

Total Part I

qualified

units

Model 1

IJ Printer

2

1,4

Y

N

50

0

Model 2

IJ MFD

4,5

4,9

Y

Y

70

70

Model 3

IJ MFD

4

4,9

Y

Y

120

120

Model 4

IJ Printer

2,5

2,9

Y

Y

90

90

Total

330

280

Compliance rate

**85%**

EU shipments from 1st January 2015 to 31st December 2015

OM Products

Table 2 shows a simplified example of how a Signatory must calculate the compliance rate of shipments of TEC Products for a given period

Introduction date

Mono

print

speed

(ipm)

TEC

measured

(kWh/week)

Max

TEC(kWh/

week)

standard

automatic

duplex

capability

(Y/N)

duplex

set as

default

(Y/N)

Product

Meets Voluntary Agreement commitments Part I

(Y/N)

Total

units

shipped

Total Part I

qualified

units

Model 1

EP mono Printer

October 2013

15

2

1,2

NA

NA

N

20

0

Model 2

EP mono MFD

October 2013

30

1,8

2,2

NA

NA

Y

20

20

Model 3

EP color Printer

October 2013

38

5

5,2

Y

NA

Y

60

60

Model 4

EP color MFD

February 2014

32

4,3

4,5

NA

NA

Y

100

100

Model 5

EP mono Printer

February 2014

40

2,5

3

N

N

N

40

0

Model 6

EP mono MFD

February 2014

45

3,5

3,8

Y

N

N

50

0

Model 7

EP color MFD

February 2014

42

6

7,1

Y

Y

Y

70

70

Total

360

250

Compliance rate

**69%**

EU shipments from 1st January 2015 to 31st December 2015

TEC Products

# Annex C: Reporting form to be used to report to Independent Inspector

Annex C (1): Reporting form to be used to report to Independent Inspector

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| OM Products | | | | | | | | | | | | |
| **A** | **B** | **C** | **D** | **E** | **F** | **G** | **H** | **I** | **J** | **K** | **L** | **M** |
| Product Name | Nb units shipped | Product Description | Product Introduced On/After January 1, 2012? (Y/N) | Product Introduced On/After January 1, 2014? (Y/N) | OM Measured Product Sleep Power (W) | ENERGY STAR ® 2.0 OM Sleep Power Allowance (W) | Passes OM Sleep power requirement (Y/N) | Meets OM default delay time (Y/N) | Product meets Voluntary Agreement commitments Part I (Y/N) | Percentage range of recycled plastic content | Product meets Voluntary Agreement commitments Part II and III (Y/N) | When Product does not meet Voluntary Agreement commitments Part II and III list commitments that are not met |
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|  |  | Monochrome non-MFD | |  |  |  |  |  |  | 0% |  |  |
|  |  | Monochrome MFD | |  |  |  |  |  |  | 0 to 5% |  |  |
|  |  | Color non-MFD | |  |  |  |  |  |  | 5 to 10% |  |  |
|  |  | Color MFD |  |  |  |  |  |  |  | 10 to 15% |  |  |
|  |  |  |  |  |  |  |  |  |  | 15 to 20% |  |  |

Example template for reporting OM Products – to be aligned with final requirements once agreed

Annex C (2): Reporting form to be used to report to Independent Inspector

Example template for reporting TEC Products – to be aligned with final requirements once agreed

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| TEC Products | | | | | | | | | | | | | | |
| **A** | **B** | **C** | **D** | **E** | **F** | **G** | **H** | **I** | **J** | **K** | **L** | **M** | **N** | **O** |
| Product Name | Nb units shipped | Product Description | Product Introduced On/After January 1, 2012? (Y/N) | Product Introduced On/After January 1, 2014? (Y/N) | Mono print speed (ipm) | Measured TEC (kWh/week) | ENERGY STAR ® 2.0 TEC limit (kWh/week) | Passes TEC requirement (Y/N) | Meets Auto Duplex Capability requirement (Y/N) | Default Auto Duplex Enabled (see cell note) (Y/N) | Product meets Voluntary Agreement commitments Part I (Y/N) | Percentage range of recycled plastic content | Product meets Voluntary Agreement commitments Part II and III (Y/N) | When Product does not meet Voluntary Agreement commitments Part II and III list commitments that are not met |
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|  |  | Monochrome non-MFD | |  |  |  |  |  |  |  |  | 0% |  |  |
|  |  | Monochrome MFD | |  |  |  |  |  |  |  |  | 0 to 5% |  |  |
|  |  | Color non-MFD | |  |  |  |  |  |  |  |  | 5 to 10% |  |  |
|  |  | Color MFD |  |  |  |  |  |  |  |  |  | 10 to 15% |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  | 15 to 20% |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  | over 20% |  |  |

# Annex D-1: Test Procedures for Verifying Primary Design Requirements

Part I primary design requirements related to energy consumption requirements (TEC and OM Products), and default delay times (TEC and OM Products) are to be verified through testing.

In all instances, the test procedure is as per the ENERGY STAR Program Requirements Product Specification for Imaging Equipment Version 3.0’s “Test Method for Determining Imaging Equipment Energy Use, Rev. Dec-2018” (hereafter “Version 3.0 Test Method”).

**1. Preparation for Testing**

The test engineer is to prepare the equipment under test in accordance with all relevant requirements found in Sections 4-6 of the Version 3.0 Test Method. Sections 4-6 span test setup, pre-test UUT configuration and pre-test UUT initialization.

The application of each relevant requirement is to be noted in the test report or in accompanying documentation.

**2. Energy Consumption of TEC Products**

The test procedure specified in Section 7 of the Version 3.0 Test Method is to be followed.

Measurements shall be conducted according to the Test Method’s Table 8 for printers, digital duplicators and MFDs with print capability, subject to the provisions found in point A) of Section 7.2 of the Test Method.

**3. Energy Consumption of OM Products**

The test procedure specified in Section 8 of the Version 3.0 Test Method is to be followed.

**4. Default Delay Times**

As per the Version 3.0 Test Method, Default Delay Times shall be measured starting from the completion of the job until the unit enters Sleep Mode. Requirements are detailed in the Test Method’s Tables 8 and 10.

# Annex D-2: Verification of Resource Efficiency and Information Requirements

| **Section** | **Requirement** | **Means of Verification** |
| --- | --- | --- |
| 5.2 | Availability of N-up Printing. | Reference to availability found within user manual, printing guide, product specification or equivalent |
| 5.3.1 a | Plastic parts >100 g shall be manually separable into recyclable plastic streams with Commonly Available Tools. | Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel RAL-UZ 205 Office Equipment with Printing Function Basic Criteria product certificate.  Alternatively, provision of relevant instructions on how to dismantle the Product such that plastic parts >100g are manually separable. For example, a recycling manual that includes a procedure related to disassembly by hand. |
| 5.3.1 b | Product shall utilize Commonly Used Fasteners for joining components, subassemblies, chassis and enclosures. | Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel RAL-UZ 205 Office Equipment with Printing Function Basic Criteria product certificate.  Alternatively, product disassembly information/instructions or equivalent (e.g. service manuals), as might be prepared and submitted to show product compliance with IEEE 1680.2, the IEEE1 Standard for Environmental Assessment of Imaging Equipment. |
| 5.3.1 c | Non-separable connections (e.g. glued, welded) between different materials shall be avoided unless they are technically or legally required. | Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel RAL-UZ 205 Office Equipment with Printing Function Basic Criteria product certificate.  Alternatively, product disassembly information/instructions or equivalent (e.g. service manuals), as might be prepared and submitted to show product compliance with IEEE 1680.2, the IEEE1 Standard for Environmental Assessment of Imaging Equipment. |
| 5.3.1 d | Product plastics shall be marked by material type (ISO 11469 referring ISO 1043, resin identification code, SPI, DIN, or country specific). Marking requirement does not apply to plastic parts weighing less than 25 g or with surface area less than 50 cm²; tape; plastic protective and stretch wraps and labels; or plastic pieces when marking is not possible due to shape. Plastic parts contained in Reused Complex Assemblies are exempted. | Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel RAL-UZ 205 Office Equipment with Printing Function Basic Criteria product certificate.  Alternatively, provision of Signatory policy/guidance document detailing marking requirements by material type and spanning basic polymer in the part, flame retardant material used, filler or reinforcement used to fabricate the part, and plasticiser used. |
| 5.4.1 | Signatories shall ensure that joining, fastening or sealing techniques do not prevent access to the following components (when present) in a non-destructive extraction method, and that the extraction method can be carried out using non-proprietary and Commonly Available Tools:  a) Batteries b) Printed circuit boards greater than 10 cm² c) Ink and toner Cartridges and containers d) Plastic containing brominated flame retardants e) Liquid crystal displays greater than 100 cm² f) External electric cables g) Electrolyte capacitors containing substances of concern (height > 25 mm, diameter > 25 mm or proportionately similar volume). | Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel RAL-UZ 205 Office Equipment with Printing Function Basic Criteria product certificate.  Alternatively, product disassembly information/instructions or equivalent (e.g. service manuals). |
| 5.4.2 | Accessing such components shall be facilitated by Signatories documenting the sequence of dismantling operations needed to access the targeted components, i.e. each of these operations, the type and the number of joining, fastening and sealing techniques(s) to be unlocked, and tool(s) required. Dismantling instructions will be made available to third parties upon request. Manufacturers may use the http://www.i4r-platform.eu to meet their information sharing requirements. | Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel RAL-UZ 205 Office Equipment with Printing Function Basic Criteria product certificate.  Receipt of the Signatory's documented sequence (dismantling instructions) relating to all necessary dismantling operations. |
| 5.5.2 | **[From 1 July 2021]** Except where Section 5.5.6 below applies, Signatories shall make available the following Spare Part (as defined in Annex C) parts and relevant repair information, as applicable, for the minimum period of five years after manufacturing the last unit of the model on the market. a) Hard disc drives (HDD) b) Solid state drives (SSD) c) Print heads d) Laser unit e) Fuser unit f) Drum unit g) Transfer belts h) Maintenance kits i) Roller kits j) Internal power supplies k) Control circuit boards l) External power supplies m) Control panels n) Toner collection unit o) Ink collection unit. | Link to where spare parts and relevant repair information are available online.  Provision of relevant repair information that would be made available. |
| 5.5.3 | Applicable Spare Parts for a Product, the procedure(s) for ordering Spare Parts, and the relevant repair information shall be easily identifiable and publicly available on the free access website(s) of the Signatories, at the latest two years after the Placing on the Market of the first unit of a model and until the end of the period of availability of these Spare Parts. | Link to where the relevant repair information is available online, which is to be public (meaning no log in is required) and free access. |
| 5.5.4 | For the above Spare Parts, replacement instructions are to be made available either online via manufacturer’s freely accessible websites or in the Product manual or provided with the Spare Parts. | Provision of replacement instructions, whether through link to relevant webpage(s) or through receipt of manual/documentation provided with Spare Parts. |
| 5.5.5 | Maximum delivery time of Spare Parts: The Signatories shall ensure the delivery of Spare Parts in stock in a European warehouse within 15 working days after having received the order. | Provision of Signatory policy/guidance document that identifies a standard shipment method intended to deliver parts within the specified timeframe. |
| 5.5.6 | Effective 1 July 2021 and as appropriate taking into account the market and price-point for lower end Products, Signatories may, instead of making available Spare Parts in accordance with Section 5.5.2, operate a whole unit exchange service model which shall include appropriate use of refurbished Products for a minimum period of three years after the last unit of a model is Placed on the Market. | Evidence of operation of whole unit exchange service, e.g. corporate policy documents in support of this service, relevant online information, etc. |
| 5.6.1 | Firmware for a model shall be made available for a minimum period of five years after the Placing on the Market of the last unit of the relevant Product model, free of charge or at a fair, transparent and non-discriminatory cost. | Provision of Signatory policy/guidance document demonstrating standard time period for provision of firmware. |
| 5.6.2 | The Signatories shall not Place on the Market Products designed to be able to detect they are being tested (e.g. by recognising the test conditions or test cycle) and to react specifically by automatically altering their performance during the test with the aim of reaching a more favourable level for any of the parameters declared by the Signatory to the Independent Inspector or included in any of the documentation provided. | Signatory to provide a letter declaring compliance to 5.6.2 for the product subject to compliance verification. |
| 5.6.3 | A software update shall never have the effect of changing the Product's performance such that it no longer meets the requirements of the Voluntary Agreement. | An ENERGY STAR v3.0 test report where the product was tested with the “newest version of the manufacturer’s default driver available at the time of testing”, as specified in the ENERGY STAR v3.0 test method [section 6.1, A, 1), b)] and achieved a PASS. |
| 5.7.2 | **[For TEC Products only]** ...plastic casing parts with a mass greater than 100 g shall consist of one single polymer or a polymer blend. | Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel RAL-UZ 205 Office Equipment with Printing Function Basic Criteria product certificate.  Alternatively, provision of a Product material list that correlates all materials in use and specifies where certain materials are used in housings, with the exact polymer or polymer blend in use detailed. Provision of supporting mass calculations that are directly relatable to the material listing. |
| 5.7.3 | **[For TEC Products only]** All plastic casing parts shall only consist of up to four separable polymers or polymer blends. | Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel RAL-UZ 205 Office Equipment with Printing Function Basic Criteria product certificate.  Alternatively, a bill of materials or similar document which identifies the polymers used in casing parts. |
| 5.7.4 | **[For TEC Products only]** Large-sized casing parts shall be designed in a way that the contained plastics can be used for the Production of high-quality durable Products by applying available recycling techniques. | Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel RAL-UZ 205 Office Equipment with Printing Function Basic Criteria product certificate.  Alternatively, provision of internal environmental/quality check list, or similar document/declaration, that reflects this requirement with corresponding evidence (e.g. from design team and/or production) that it has been considered and fulfilled. |
| 5.7.5 | **[For TEC Products only]** The use of coatings for special parts is to be reduced to a minimum, unless it can be demonstrated that it does not alter recyclability. Galvanic coatings on plastic parts are not permissible. | Copy of a relevant GEN member Type Eco label product certificate, e.g. a Blue Angel RAL-UZ 205 Office Equipment with Printing Function Basic Criteria product certificate.  Alternatively, a bill of materials or similar document which denotes presence or absence of coatings. |
| 5.8 | **[For TEC Products only]** For all Products Signatories shall make information available to Customers on the minimum percentage of postconsumer recycled plastic content, calculated as a percentage of total plastic (by weight) in each Product. | Provision of the information made available. |
| 6.3 | User instructions and/or manufacturer’s freely accessible web sites shall include information facilitating access to professional repair (internet webpages, addresses, contact details). | Evidence of this information featuring in user instructions and/or on a manufacturer's website. |
| 6.4.2 | Signatories shall achieve [providing 6.4.1 resource efficiency information] through at least one of the following methods: a) A pop-up screen on the End-Users’ computer during the initial installation of software (preferred); b) A CD or publicly available website; c) An insertion sheet provided in/on the box of the Product; d) An information sheet to be provided at the time of sale of the Product. | Evidence that resource efficiency information is disseminated through at least one of these methods (e.g. Signatory shares copy of an insertion sheet, information sheet, etc.). |
| 6.4.3 | The following information shall be provided as a minimum where applicable: a) Information that recycled as well as virgin paper certified under environmental stewardship initiatives, or carrying recognised ecolabels, may be suitable providing that it meets appropriate quality standards as defined, for example, in EN 12281 on “Printing and business paper for dry toner imaging processes” for papers in the range 75-250 g/m2. For specific applications, the lower boundary may be chosen at 64 g/m2. i. For Electro Photography Printers: indication that these can print on 64 g/m² paper and that this paper contains less raw material per print, thus saving significant resources.  ii. Energy can be saved by purchasing ENERGY STAR ® qualified Products. iii. Description of the benefits of printing in duplex mode (for TEC Products having a duplex function). iv. The environmental benefits of power management. v. The environmental benefits of safe and appropriate collection for recycling. b) The information as described in Sections 6.4.3 (a) (i) to (v) shall be provided in the form of compact statements.  c) Paper weight mentioned in the pop-up window (or alternatives as described above) shall be consistent with the paper weight specifications of the Product. | Evidence of inclusion of this information in one or more of the methods listed in a)-d) of 6.4.2. |
| 6.4.4 | Signatories shall make available to End-Users information regarding recycled paper via website or other means. Example statements are listed below: a) Recycled paper promotes the circular economy with more recycling saving more natural resources. b) The use of waste paper to produce recycled paper significantly reduces the amount of energy and water consumed compared to virgin fibre paper. In addition, the forest resources are conserved - an important contribution to biodiversity. Existing environmental savings can be enhanced in a simple and efficient manner. c) Modern recycled paper meets the highest quality requirements for different printing processes - appropriate standards guarantee this. The Products supplied by the Voluntary Agreement Signatories are suitable for using with recycled paper meeting the EN 12281:2002 standard. d) Regarding archiving - recycled paper meets all requirements for long-term storage. e) The use of recycled paper is a visible and credible sign of ecological, resource-efficient behaviour. | Evidence of statements a) to e) being published by the Signatory, either online or via another outlet (e.g. user manual, information sheet, etc.). |
| 6.4.5 | Signatories shall make information on the environmental performance of their Products available to Customers via freely accessible web sites or user manuals. This should include as a minimum the mandatory information required in ECMA 370. | Evidence of this information existing online, also that this information is freely obtainable and public (i.e. does not require pre-registration and a log in to access).  Alternatively, all expected information is found within a user manual. User manual is provided for review by the Independent Inspector. |

# 

# Annex E: Flow Chart - Third Party Allegation Process

Allegation of possible non-compliance made to Independent Inspector

**Allegation relates to scope (**seeVoluntary Agreement point 9**) and has not been investigated before?**

Further evidence requested from Third Party by Inspector

No

**Enough evidence provided to begin investigation?**

No

**Further evidence  
is received and is substantial enough for an investigation to begin?**

Allegation dismissed

No

Initial investigation conducted, draft report prepared

Yes

Draft report sent to Signatory for comment

Report of investigation provided to Signatory, Steering Committee and Third Party

Yes

Yes

Steering Committee and Third Party informed that investigation has started

Signatory comment(s) reviewed, report revised if appropriate

# Annex F: Example of Product Environmental Information

Following is an example of Product environmental information provided by Signatories, based on the ECMA 370 standard. Other standard formats can be used by Signatories.

1. **Annex B1 - Product environmental attributes  
   Imaging equipment**

The declaration may be published only when all rows and/or fields marked with \* are filled-in (n.a. for not applicable). Additional information regarding each item may be found under P15.

|  |  |  |
| --- | --- | --- |
| Brand \* |  | Logo |
| Company name \* |  |  |
| Contact information \*  e-mail address |  |
| Internet site \* |  | |
| Additional information |  | |

|  |  |
| --- | --- |
| The company declares (based on Product specification or test results based obtained from sample testing), that the Product conforms to the statements given in this declaration. | |
| Type of Product \* |  |
| Commercial name \* |  |
| Model number \* |  |
| Issue date \* |  |
| Intended market \* | Global  Europe  Asia, Pacific & Japan  Americas  Other |
| Additional information |  |

This is an uncontrolled copy when in printed form. Please refer to the contact information for the latest version.

|  |
| --- |
| About Annex B1  Annex B1 reflects Product environmental attributes relevant for Imaging Products. The following items from the ECMA-370 Main body are not shown in the template:  P9.1 PTEC, ETEC and display resolution  P12.1-P12.2 Ergonomic requirements. |

|  |  |  |  |
| --- | --- | --- | --- |
| Model number \* |  | Logo |  |
| Issue date \* |  |  |  |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| * 1. **Product environmental attributes - Legal requirements Requirement met** | | | | | | | | | |
| Item | |  | Yes | | | No | | n.a. | |
| P1 | | Hazardous substances and preparations | |  | | | | | |
| P1.1\* | | Products do comply with the current European RoHS Directive. (See legal reference and [[14]](#footnote-15)NOTE B1) | |  | |  | |  | |
| P1.2\* | | Products do not contain Asbestos (see legal reference).  Comment: Legal reference has no maximum concentration value. | |  | |  | |  | |
| P1.3\* | | Products do not contain Ozone Depleting Substances: Chlorofluorocarbons (CFC), hydrobromofluorocarbons (HBFC), hydrochlorofluorcarbons (HCFC), Halons, carbontetrachloride, 1,1,1-trichloroethane, methyl bromide (see legal reference). Comment: Legal reference has no maximum concentration values. | |  | |  | |  | |
| P1.4\* | | Products do not contain more than; 0,005% polychlorinated biphenyl (PCB), 0,005% polychlorinated terphenyl (PCT) in preparations (see legal reference). | |  | |  | |  | |
| P1.5\* | | Products do not contain more than 0,1% short chain chloroparaffins (SCCP) with 10-13 carbon atoms in the chain containing at least 48% per mass of chlorine in the SCCP (see legal reference). | |  | |  | |  | |
| P1.6\* | | Parts with direct and prolonged skin contact do not release nickel in concentrations above 0,5 μg/cm2/week (see legal reference).  Comment: Max limit in legal reference when tested according to EN1811:2011-5. | |  | |  | |  | |
| P1.7\* | | REACH Article 33 information about substances in articles is available at (add URL or mail contact): | |  | |  | |  | |
| P2 | | Batteries | |  | | | | | |
| P2.1\* | | If the Product contains a battery or an accumulator, the battery/accumulator is labeled with the disposal symbol. Information on proper disposal is provided in user manual. (See legal reference) | |  | |  | |  | |
| P2.2\* | | Batteries or accumulators do not contain more than 0,0005% of mercury or 0,002% of cadmium. (See legal reference) | |  | |  | |  | |
| P2.3\* | | Batteries and accumulators are readily removable. (See legal reference) | |  | |  | |  | |
| P3 | | Conformity verification & Eco design (ErP) | |  | |  | |  | |
| P3.1\* | | The Product is CE-marked to show conformance with applicable legal requirements (see legal reference).  The Declaration of Conformity can be requested at (add link or e-mail address): | |  | |  | |  | |
| P3.2\* | | The Product complies with the Eco design requirements for energy-related Products,  (see legal reference). | |  | |  | |  | |
|  | | Required information is;  given in item P15 or added to this document,    available at (add URL): | |  | |  | |  | |
| P4 | | Consumable materials | |  | |  | |  | |
| P4.1\* | | If a photo conductor (drum, belt etc.) is used in the Product, it does not contain cadmium max 0,01% (see legal reference and NOTE [[15]](#footnote-16)B1). | |  | |  | |  | |
| P4.2\* | | If ink/toner is used in the Product, it does not contain cadmium max 0,1% by weight (see legal reference). | |  | |  | |  | |
| P4.3\* | | If the ink/toner formulation/preparation is classified as hazardous or contains a substance for which there are Community workplace exposure limits, the Product/packaging is adequately labeled according to applicable regulations and a Safety Data Sheet (SDS) in accordance with these requirements is available (see legal reference). | |  | |  | |  | |
| P5 | | Product packaging | |  | |  | |  | |
| P5.1\* | | Packaging and packaging components do not contain more than 0,01% lead, mercury, cadmium and hexavalent chromium by weight of these together. | |  | |  | |  | |
| P5.2\* | | The packaging materials are marked with abbreviations and numbers indicating the nature of the material(s) used (see legal reference). | |  | |  | |  | |
| P5.3\* | | The Product packaging material is free from ozone depleting substances as specified in the Montreal Protocol (see legal reference).  Comment: Legal reference has no maximum concentration values. | |  | |  | |  | |
| P6 | Treatment information | | | |  | | | | |
| P6.1\* | Information for recyclers/treatment facilities is available (see legal reference). | | | |  | |  | |  |

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| --- | --- | --- | --- |
| Model number \* |  | Logo |  |
| Issue date \* |  |

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| --- | --- | --- | --- | --- | --- | --- |
| Product environmental attributes - Market requirements (See General NOTE [[16]](#footnote-17)GN below)  - Environmental conscious design Requirement met | | | | | | |
| Item | \*=mandatory to fill in. Additional information regarding each item may be found under P14. | | | Yes No n.a. | | |
| P7 | Design | | |  | | |
|  | Disassembly, recycling | | |  | | |
| P7.1\* | Parts that have to be treated separately are easily separable | | |  |  |  |
| P7.2\* | Plastic materials in covers/housing have no surface coating. | | |  |  |  |
| P7.3\* | Plastic parts > 100 g consist of one material or of easily separable materials. | | |  |  |  |
| P7.4\* | Plastic parts > 25 g have material codes according to ISO 11469 referring ISO 1043-4. | | |  |  |  |
| P7.5 | Plastic parts are free from metal inlays or have inlays that can be removed with commonly available tools. | | |  |  |  |
| P7.6\* | Labels are easily separable. (This requirement does not apply to safety/regulatory labels). | | |  |  |  |
|  | Product lifetime | | |  | | |
| P7.7\* | Upgrading can be done e.g. with processor, memory, cards or drives | | |  |  |  |
| P7.8\* | Upgrading can be done using commonly available tools | | |  |  |  |
| P7.9. | Spare parts are available after end of Production for:  years | | |  |  |  |
| P7.10 | *Service is available after end of Production for:*  *years* | | |  |  |  |
|  | Material and substance requirements | | |  | | |
| P7.11\* | Product cover/housing material type (e.g. plastics, metal, aluminum): | | | | |  |
| Material type: | Material type: | Material type: | | |
| P7.12 | Insulation materials of external electrical cables are PVC free. | | |  |  |  |
| P7.13 | Insulation materials of internal electrical cables are PVC free. | | |  |  |  |
| P7.14 | External plastic casing/cover parts > 25 g contain no more than 0,1% weight (1000 ppm) bromine and 0,1% weight (1000 ppm) chlorine attributable to brominated flame retardants, chlorinated flame retardants, and polyvinyl chloride or 0,3% weight (3000 ppm) bromine and 0,3% weight (3000 ppm) chlorine in parts containing more than 25% post-consumer recycled content. | | |  |  |  |
| P7.15 | Printed circuit boards, PCBs (without components) are low halogen: all  PCBs > 25 g  are low halogen as defined in IEC 61249-2-21. (See NOTE [[17]](#footnote-18)B2) | | |  |  |  |
| P7.16 | Flame retarded plastic parts > 25 g in covers / housings are marked according ISO 1043-4:  Marking: | | |  |  |  |
| P7.17 | Alt. 1: Chemical specifications of flame retardants in printed circuit boards > 25 g (without components):  TBBPA (additive) , TBBPA (reactive)  (See NOTE [[18]](#footnote-19)B3), Other; chemical name: , CAS #:  Alt. 2: Chemical specifications of flame retardants in printed circuit boards (without components) > 25 g according ISO 1043-4: | | |  |  |  |
| P7.18 | Alt. 1: Flame retarded plastic parts > 25 g contain the following flame retardant substances/preparations in concentrations above 0,1%:  1. Chemical name: , CAS #: (See NOTE [[19]](#footnote-20)B4)  2. Chemical name: , CAS #:  “  3. Chemical name: , CAS #:  “  Alt. 2: Chemical specifications of flame retardants in plastic parts > 25 g according ISO 1043-4: | | |  |  |  |
| P7.19 | In plastic parts > 25 g, flame retardant substances/preparations above 0,1% are used which have been assigned the following Risk phrases;  and Hazard statements:  The source(s) for these classifications is/are found at (add URL(s)): ***,*** *(*See NOTE[[20]](#footnote-21)B5) | | |  |  |  |
| P7.20\* | Postconsumer recycled plastic material content is used in the Product (See NOTE [[21]](#footnote-22)B6): If YES; at least one of the two alternatives below shall be answered;   1. Of total plastic parts’ weight > 25 g, the postconsumer recycled plastic material content (calculated as a percentage of total plastic by weight) is **%**.   or   1. The weight of recycled material is  g. | | |  |  |  |

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| --- | --- | --- | --- |
| Model number \* |  | Logo |  |
| Issue date \* |  |

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| * 1. **Product environmental attributes - Market requirements (continued) Requirement met** | | | | | | | | | | | | | | |
| Item | |  | | | | | | | | Yes | | No | | n.a. |
|  | Material and substance requirements (continued) | | | | | | | |  | | | | | |
| P7.21\* | | Biobased plastic material content is used in the Product (See NOTE [[22]](#footnote-23)B7):  If YES; at least one of the two alternatives below shall be answered;   1. Of total plastic parts’ weight > 25 g, the biobased plastic material content (calculated as a percentage of total plastic by weight) is %.   or   1. The weight of the biobased plastic material is g. | | | | | | | |  | |  | |  |
| P7.22\* | | Light sources are free from mercury, i.e. less than 0,1 mg/lamp.  If mercury is used specify: Number of lamps:  and maximum mercury content per lamp:  mg | | | | | | | |  | |  | |  |
| P8 | Batteries | | | | | | | | | | | | | |
| P8.1\* | Battery chemical composition: | | | | | | | |  | |  | |  | |
| **P9** | | **Energy consumption (See NOTE [[23]](#footnote-24)B8)** | | | | | | | |  | |  | |  |
| P9.1 | | For the Product the following power levels or energy consumptions are reported: | | | | | | | |  | |  | |  |
| Energy mode \* | | | | Power level at **100** V AC | Power level at **115**V AC | | Power level at **230** V AC | Reference/Standard for energy modes and test method \* | | | | | |  |
| Sleep mode for ENERGY STAR® Operational Mode (OM) Products | | | | W | W | | W |  | | | | | |  |
| Standby/off mode for ENERGY STAR Operational Mode (OM) Products | | | | W | W | | W |  | | | | | |  |
| TEC value for ENERGY STAR TEC Products  (TEC= Typical Energy Consumption) | | | | kWh/week | kWh/week | | kWh/week |  | | | | | |  |
|  | | | | W | W | | W |  | | | | | |  |
|  | | | | W | W | | W |  | | | | | |  |
|  | | | | W | W | | W |  | | | | | |  |
|  | | | | W | W | | W |  | | | | | |  |
|  | | | | W | W | | W |  | | | | | |  |
|  | | | | W | W | | W |  | | | | | |  |
| External Power Supply Efficiency Level (International Efficiency Marking Protocol) \* : | | | | | | | |  | | | | | |  |
| Print/Scan Speed \* : images per minute | | | | | | | |  | | | | | |  |
| Default time to enter energy save mode:  minutes | | | | | | | |  | | | | | |  |
| P9.2\* | | Information about the energy save function is provided with the Product. | | | | | | | |  | |  | |  |
| P10 | | Emissions | | | | | | | |  | |  | |  |
|  | | Noise emission – Declared according to ISO 9296 (See NOTE [[24]](#footnote-25)B9) | | | | | | | |  | |  | |  |
| P10.1 | | Mode | Mode description | | | Statistical upper limit A‑weighted sound power level,  *LW*A,c (B) | | | | | | | |  |
|  | |  |
|  | |  |
|  | | Idle | \* | | | \* | | | | | | | |  |
|  | | Operation | \* | | | \* | | | | | | | |  |
|  | | Other mode |  | | |  | | | | | | | |  |
|  | | Measured according to:  ISO 7779  ECMA-74  Other  (only if not covered by ECMA-74) | | | | | | | | | | | |  |

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| Model number \* |  | Logo |  |
| Issue date \* |  |

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| * 1. **Product environmental attributes - Market requirements (continued) Requirement met** | | | | | | | |
| Item |  | | | | Yes | No | n.a. |
|  | Chemical emissions from printing Products (See NOTE [[25]](#footnote-26)B10) | | | |  |  |  |
| P10.2\* | Test performed according to ECMA-328 Determination of Chemical Emission Rates from Electronic Equipment (ISO/IEC 28360) , other specify: | | | |  |  |  |
| P10.3 | Typical emission rate (operation phase) is (mg/h): | | | |  |  |  |
|  | Electrophotographic devices: Ozone Dust  Styrene  Benzene  TVOC  Ink devices: Dust  Styrene  Benzene  TVOC  Note: compliance with maximum emission rates in eco labels to be declared in P14. | | | |  |  |  |
| P11 | Consumable materials for printing Products | | | | | | |
| P11.1\* | A Safety Data Sheet (SDS) is available for the ink/toner preparation, even if not legally required (see P4.3). | | | |  |  |  |
| P11.2\* | Paper containing post-consumer recycled fibers can be used, provided that it meets the requirements of EN 12281. | | | |  |  |  |
| P11.3\* | 2-sided (duplex) printing/copying is an integrated Product function. | | | |  |  |  |
| P11.4\* | The Product is delivered to end-user with default auto-duplex enabled. | | | |  |  |  |
| P13 | Packaging and documentation | | | | | | |
| P13.1\* | Product packaging material type(s):  weight (kg):  Product packaging material type(s):  weight (kg):  Product packaging material type(s):  weight (kg): | | | |  |  |  |
| P13.2\* | Product plastic primary packaging is free from PVC. | | | |  |  |  |
| P13.3\* | For Product primary corrugated fiberboard packaging, specify the contained percentage of minimum post-consumer recovered fiber content:  % | | | |  |  |  |
| P13.4\* | Specify media for user and Product documentation (tick box):  Electronic , Paper , Other | | | |  |  |  |
| P13.5 | (Please only complete this item if paper documentation used) User and Product documentation on paper media is chlorine-free: If Yes, please specify: | | | |  |  |  |
|  | Totally chlorine-free | | | |  |  |  |
|  | Elemental chlorine-free | | | |  |  |  |
|  | Processed chlorine-free | | | |  |  |  |
| P14 | Voluntary programs: | | | | | | |
| P14.1 | The Product meets the requirements of the following voluntary program(s): | | | | | | |
|  | ENERGY STAR® | Criteria version: | Date: | Product category: | | | |
|  | Eco-label: | Criteria version: | Date: | Product category: | | | |
|  | Eco-label: | Criteria version: | Date: | Product category: | | | |
| P15 | Additional information (See NOTE [[26]](#footnote-27)B11) | | | | | | |
|  |  | | | | | | |
|  |  | | | | | | |
|  |  | | | | | | |

**Legal references Europe Annex B1**

|  |  |
| --- | --- |
| Reference | Declaration item |
| Directive 2011/65/EU (RoHS Directive) \* \* Specific exemptions apply for certain Products and applications. | P1.1, P4.1 |
| (EC) 1907/2006(REACH, Annex XVII | P1.2, P1.4, P1.6, P1.7, P4.2 |
| Regulation (EC) No. 2037/2000, 2038/2000, 2039/2000, (Marketing and use of Ozone layer depleting substances) | P1.3, 5.3 |
| Norwegian regulation relating to restrictions on the use of certain dangerous chemicals 20.12.2002 | P1.5 |
| “REACH" Regulation (1907/2006), annex VII | P1.10 |
| Directive 2013/56/EC (Battery and accumulators Directive) \* \* These provisions shall not apply where, for safety, performance, medical or data integrity reasons, continuity of power supply is necessary and requires a permanent connection between the appliance and the battery or accumulator. | P2.1, P2.2, P2,3, P8.1 |
| Directive 2006/95/EC (Low Voltage Directive) | P3.1 |
| Directive 2004/108/EC (EMC Directive) | P3.1 |
| Directive 1999/5/EC (R&TTE Directive) | P3.1 |
| Regulation (EC) 801/2013 amending Regulation (EC) No 1275/2008 with regard to ecodesign requirements for standby, off mode electric power consumption of electrical and electronic household and office equipment, and amending Regulation (EC) No 642/2009 with regard to ecodesign requirements for televisions | P3.1, P3.2 |
| Regulation (EC) 1907/2006 (REACH Regulation), Article 31, annex II) | P4.3 |
| Regulation (EC) 1272/2008 (CLP Regulation) | P4.3, P7.19 |
| Directive 2004/12/EC ( Packaging Directive) | P5.1 |
| Decision 97/129/EC ( Secondary packaging legislation) | P5.2 |
| Directive 2012/19/EU (WEEE directive) | P6.1 |

# Annex G: Product information to be published on the EuroVAprint website

TEC Products:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Marketing Model Name** | **Model number** | **Meets Voluntary Agreement requirements** | **Black and white / color** | **A3 / A4** | **Wi-Fi** | **Speed** | **Mono print speed** | **Measured TEC (kWh/wk)** | **Energy Star v3.0 TEC limit (kWh/wk)** | **Provides auto-duplex** | **Default auto-duplex enabled** | **Meets ENERGY STAR default delay time** | **Test method** |
| Laser Printer | XYZ | Yes |  |  |  |  | 50 | 1.3 | 2.7 | yes | yes | yes | ENERGY STAR Imaging Equipment Test Method, Rev. Dec-2018 |
| Laser Printer | ABC | Yes |  |  |  |  | 10 | 0.7 | 1.3 | N/A | N/A | yes | ENERGY STAR Imaging Equipment Test Method, Rev. Dec-2018 |

OM Products:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Marketing Model Name** | **Model number** | **Meets Voluntary Agreement requirements** | **Measured off mode power (W)** | **ENERGY STAR v3.0 off mode limit (W)** | **Measured sleep mode power (W)** | **ENERGY STAR v3.0 sleep power allowance (W)** | **Meets ENERGY STAR default delay time** | **Test method** |
| Inkjet Printer | XYZ | Yes | 0.1 | 0.3 | 0.9 | 1.6 | yes | ENERGY STAR Imaging Equipment Test Method, Rev. Dec-2018 |
| Inkjet MFP | 123 | Yes | 0.1 | 0.3 | 0.7 | 2.2 | yes | ENERGY STAR Imaging Equipment Test Method, Rev. Dec-2018 |

NOTE: all energy values provided tested at 230V

# Annex H: Membership Form

The organisation/company/

………………………………………………………………..

Signs Industry Voluntary Agreement version 3 to improve the environmental performance of imaging equipment Placed on the Market.

For the Signatory

Director or person authorised to sign:

Name: ………………………………………………

Function:……………………………………………..

Address:……………………………………………..

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………………………………………………

..……………………………………………..

Date: ………………………………….

Signature………………………………….

Contact Person for the Organisation/Company:

Name: ………………………………………………

Function:……………………………………………..

Email:………………………………………………...

Telephone:…………………………………………..

Please send a duly signed and completed Signing Form to:

EuroVAprint

52 rue Defacqz

1050 Brussels

Belgium

[secretariat@eurovaprint.eu](mailto:secretariat@eurovaprint.eu)

[www.eurovaprint.eu](http://www.eurovaprint.eu)

1. [Ecodesign Directive 2009/125/EC](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32009L0125). [↑](#footnote-ref-2)
2. 2016 European Commission [recommendation](https://ec.europa.eu/energy/sites/ener/files/documents/c_2016_7770.en_.pdf) on guidelines for self-regulation measures concluded by industry under Directive 2009/125/EC of the European Parliament and of the Council; and [Annex](https://ec.europa.eu/energy/sites/ener/files/documents/c_2016_7770.annexe.en_.pdf). [↑](#footnote-ref-3)
3. EuroVAprint is a not-for-profit association bringing together manufacturers of imaging equipment that operate in Europe and have signed the Voluntary Agreement. The association provides the legal and administrative means to supervise the implementation and monitoring of the present set of binding commitments made by its members. [↑](#footnote-ref-4)
4. Baseline report issued by the independent inspector in January 2012, covering the period from January to June 2011. [↑](#footnote-ref-5)
5. Source: [Commission Staff Working Document](http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:52013SC0014) - Executive Summary of the Impact Assessment Accompanying the document Report from the Commission to the European Parliament and the Council on the Voluntary Ecodesign Scheme for Imaging Equipment - COM(2013) 23 final. [↑](#footnote-ref-6)
6. Latest market share data (2016) provided by the independent inspector (in 2017) sourced from Infosource. It covers the number of units sold in 2016 under the brand of the Signatories of the Voluntary Agreement, the number of units sold in 2016 across all manufacturers and covers the EU-28 (not broken down by country). [↑](#footnote-ref-7)
7. COM (2013) 23 final. [↑](#footnote-ref-8)
8. In increments of 0%, 0-5%, 5-10%, 10-15%, etc. A possible definition of postconsumer recycled plastic content can be found for example in EPEAT: A material or finished Product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item; part of the broader category of “recovered” items. [↑](#footnote-ref-9)
9. This can only be implemented when imaging equipment is managed through computers under mainstream Operating Systems (Microsoft Windows or Mac/OS). [↑](#footnote-ref-10)
10. Not all 5 statements mentioned in Section 6.4.3 may be applicable to the Product that is equipped with this information. Manufacturers are free to choose if they add a statement to this effect to the information, or leave out statements that are not applicable, such as the statement regarding Electrophotography and duplex printing. [↑](#footnote-ref-11)
11. <http://www.eurovaprint.eu/home>. [↑](#footnote-ref-12)
12. This party shall be subject to veto by the European Commission provided that an acceptable alternative source can be agreed. [↑](#footnote-ref-13)
13. <http://www.eurovaprint.eu/home>. [↑](#footnote-ref-14)
14. [↑](#footnote-ref-15)
15. NOTE B1 Restriction applies to the homogeneous material, unless other specified and expressed in weight %. Stating “Yes” means that the Product is compliant with the mandatory requirements. [↑](#footnote-ref-16)
16. GENERAL NOTE Standard references should direct to the latest version of a standard. If an older version of a standard is used, Section P15 shall be used for explanation. [↑](#footnote-ref-17)
17. NOTE B2 IEC 61249-2-21 defines maximum limits of 900 ppm for each of the substances chlorine and bromine and a maximum limit of 1500ppm of these substances combined. The standard does not address fluorine, iodine and astatine which are included in the group of halogens. [↑](#footnote-ref-18)
18. NOTE B3 and B4 A Guidance document on Chemical substances is available;  
    see <http://www.ecma-international.org/publications/standards/Ecma-370.htm> [↑](#footnote-ref-19)
19. [↑](#footnote-ref-20)
20. NOTE B5 If a certain substance has been assigned a certain risk phrases / hazard statement in the referenced source, this does not necessarily mean the substance has been tested for all of the hazards referred to by a certain customer. [↑](#footnote-ref-21)
21. NOTE B6 Applies to a Product containing plastic parts whose combined weight exceeds 100 g with the exception of printed circuit boards, cables, connectors and electronic components and bio-based plastic material. [↑](#footnote-ref-22)
22. NOTE B7 The following is to be excluded from the calculation of percentage: printed circuit boards, labels, cables, connectors and electronic components and postconsumer recycled plastic. [↑](#footnote-ref-23)
23. NOTE B8 A Guidance document on Energy Efficiency is available;   
    see <http://www.ecma-international.org/publications/standards/Ecma-370.htm> [↑](#footnote-ref-24)
24. NOTE B9 A Guidance document on Acoustic Noise is available;   
    see <http://www.ecma-international.org/publications/standards/Ecma-370.htm> [↑](#footnote-ref-25)
25. NOTE B10 A Guidance document on Chemical Emissions is available;   
    see <http://www.ecma-international.org/publications/standards/Ecma-370.htm> [↑](#footnote-ref-26)
26. NOTE B11 Additional lines may be inserted to declare further items, by positioning the cursor at the far right of the row and hitting the <Enter> key. [↑](#footnote-ref-27)