

CONTRACT for PRODUCT CERTIFICATION SERVICES

A Contract made and entered into this ___ day of _____, 20___, between North American Testing LLC, a corporation organized and existing under the laws of the State of Ohio, with its principal office at 205 Plank Road, Norwalk, Ohio, (herein after called NAT) and _____ (herein after called "Client") for the product identified as _____ for the production locations at _____.

I. Achieving and Maintaining Certification

1. **Application for Certification** - To be considered for certification, the Client must submit a completed application to NAT.
2. **Contract for Certification** - The Client shall execute the Contract provided by NAT prior to initiating the certification process. This Contract sets forth the terms and conditions under which NAT agrees to perform product testing and evaluation
3. **Granting Certification** - Product certification shall be granted to the Client when the product submitted for certification meets the requirements specified in this Contract and in the current revision of NSF/ANSI Standard _____ and NSF/ANSI Standard _____.
4. **Notification of Certification** - NAT shall advise the Client in writing once it achieves Certification and the Client's Certification shall be officially listed by NAT. NAT shall issue to the Client a Product Testing and Evaluation Certification Report, a Certificate of Conformity, and a License of Authority to Use the Certification Mark.
5. **Maintaining Certification** - The Client agrees that the certified product supplied by them will comply with the stated requirements of the applicable certification Standard(s) and the rules outlined in the NAT certification scheme, Quality System, and Licensing Agreement. The Client agrees that NAT will have unobstructed access with prior notification to the premises of the facility for which the license is granted for surveillance purposes. The Client agrees that the certified products will be produced to the same specifications as the certified sample. The certification remains in effect until withdrawn for just reasons by either party.
6. **Suspension or Withdrawal of Certification** - NAT shall determine, based on the severity of the non-compliance, whether the certification shall be suspended or withdrawn. A suspension will result in a letter to the Client notifying them of the non-compliance. If corrective action is taken and documented by the Client within thirty (30) calendar days, no further action will be taken. If corrective action is not taken by the Client within thirty (30) calendar days, certification will be withdrawn and the Client must comply with the policies to effect reinstatement of product certification.
7. **Extending or Reducing the Scope of Certification** - If the scope of an applicable Standard(s) is revised, NAT shall determine the requirements, if any, for Client to maintain compliance with the Standard(s). NAT shall notify the Client in writing as to the necessary requirements to maintain certification as well as a timetable for the Client to meet compliance with the requirements. Extending the scope of certification for a product is accomplished through testing and completion of the requirements to the applicable certification scheme and Standard(s).

II. Confidentiality

NAT shall keep confidential all information supplied to it by the Client as well as all information obtained during performance evaluations, site inspections, surveillance activities, and any other means except for information required for disclosure or considered to be publicly available or authorized by the Client. NAT shall inform the Client in advance of any information it intends to make publicly available, unless prohibited by law.

III. Fees

1. **Down Payment** - A down payment in the amount of _____ shall be remitted by the Client to NAT upon signing the Contract and will be deducted from the total cost of the product testing and evaluation in the last invoice(s).
2. **Installation Fees** - The Client shall pay for the transportation and installation of its product at the testing facility. Fees and arrangements for installation and removal of the product are the responsibility of the Client.
3. **Product Evaluation and Testing Fee** - The Client shall submit full payment of the initial certification and testing fees prior to granting of the official certification. These charges shall be invoiced monthly as services are provided. Should testing be stopped for any reason, the Client agrees to pay NAT for all testing and operation fees incurred through the stop date. Payment terms are 30 days net.
4. **Annual Compliance Fee** - The Client shall be responsible on an annual basis for fees used to verify continued conformance and certification. These fees include surveillance of the manufacturing facility, surveillance of licensed distributors, inspections of residential installations, and any reassessment inspections required due to previous non-conformance. The Client shall be invoiced for annual product listing services on the anniversary of the original product listing.
5. **Reinstatement Fee** - If a Client's certification is withdrawn, the Client shall pay a reinstatement fee after satisfactory corrective action is completed by the Client and NAT has verified the product is once again in compliance with the applicable requirements.
6. **Additional Fees** - The Client shall be responsible for any additional fees and costs incurred by NAT to monitor the Client's compliance with the certification program including product re-evaluation and for the investigation of complaints.

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IV. Product Testing

- Certification Scheme** - The certification scheme consists of the applicable Standard(s) and any other requirements set forth in the NAT Quality System, Contract, and Licensing Agreement. The product to be certified shall conform to the protocol and requirements outlined in the applicable certification scheme and Standard(s).
- Product Information** - The Client shall provide to NAT product design and engineering information. This information shall be sufficient to document the product for evaluation, testing and certification. Client represents and warrants that, to the best of its information and knowledge, the information provided to NAT is true and accurate.
- Testing Facility** - NAT shall provide the Client with an individual testing site for the evaluation of the product. NAT shall provide for all necessary requirements for testing of the product to the applicable certification scheme and Standard(s) including the correct testing conditions. NAT agrees to operate the product in conformance with the Clients operating instructions. The Client shall be given the opportunity to review and approve the personnel assigned to their product certification. Access to the testing facility shall be arranged with a minimum of forty-eight (48) hours request. The Client is responsible for assuring the proper installation of the product at the test site and shall acknowledge proper installation prior to beginning of testing protocol. The Client installing their product at the testing facility may cover their product with a ventilated shelter that conforms to NAT's requirements for appearance as well as any local zoning codes that may apply.
- Test Report** - Preliminary reports of partial results will be made available to the Client on a weekly basis which shall be used for internal purposes only. Upon satisfactory completion of evaluation and testing, NAT shall provide the Client with electronic and hard copies of the final test report titled "Product Testing and Evaluation Certification Report." The report shall detail the results of the certification evaluation and testing as well as a complete description of the product. If the Client provides copies of the test report to others, the report shall be reproduced in its entirety.
- Documentation Report** - NAT and the Client shall review and finalize the Documentation Report within sixty (60) days of completion of product certification. Any accepted changes shall be added to the registered Documentation Report.
- Certification of Additional Models** - Additional models of the certified product may be authorized for certification without testing if the Client provides evidence to the satisfaction of NAT that the testing of the certified model verifies the additional models will comply with all requirements in the certification scheme and Standard(s).
- Official Listing** - The NAT official listing shall include the Client name and address, manufacturing location, product description, model designation, and any other information required by the applicable Standard(s).
- Re-evaluation** - At the end of ten (10) years after the Client's product achieves certification, NAT will evaluate any changes that may have taken place involving the certified product and make a determination of the level of testing that must be completed for continuing compliance to demonstrate continued product effectiveness as previously tested and certified. If NAT notifies the Client of a need for retesting, the Client shall supply the product to NAT within six months of the notification. NAT may require re-evaluation of a certified product for a variety of reasons, including, changes significantly affecting the product's design or specification, changes in the Standard(s) to which the product is certified, changes in the ownership, structure or management of the Client, or any other information indicating the product may no longer comply.

V. Surveillance and Inspections

- Annual Surveillance** - NAT shall conduct annual surveillance inspections of the Client manufacturing facility and product installations to ensure certified products remain in compliance with the certification requirements. NAT shall provide a written Surveillance Report to the Client within three (3) business days of the surveillance. If the Client is found to be out of compliance, appropriate action shall be taken. In the event that the Client is not yet in production of a certified system when surveillance is due, NAT shall postpone surveillance until such time system components are available for inspection. In this situation, NAT shall require a letter from the Client stating when production shall commence.
- Access** - The Client shall cooperate with NAT and provide access to its facilities for NAT personnel and approved ANSI observers for the purpose of conducting surveillance. NAT personnel shall be given full access to all required records and the assistance necessary to complete their duties. While in the Client's facility, NAT representatives shall comply with all applicable health and safety rules and be accompanied by the Client's representative.
- Authorized Representatives Surveillance** - If the Client distributes its products through authorized representatives, the Client shall audit a minimum of 10% of the authorized representatives annually. The Client shall record and maintain written reports of the surveillance conducted for authorized representatives. Each authorized representative shall maintain a copy of the NAT Certification Report and the applicable Standard(s). The Client is responsible for ensuring that each authorized representative complies with all certification requirements. The Client is responsible for the obligations of any authorized representative who is no longer selling, installing, or servicing a certified product.

VI. Product Marking

Certified products and related literature are authorized to bear the NAT Mark following issue of the Certificate of Conformity and completion of the Licensing Agreement. Only products that are in full compliance with all applicable NAT requirements and have been certified by NAT shall bear the Mark. The Client shall place the Mark only on those products with a model designation shown in the Official Listing. The Client shall ensure that authorized representatives are correctly installing certified products and correctly using the NAT Mark. If the Client is found to have placed the Mark on non-certified products, used the Mark in a misleading manner, implied that a product is certified for a use for which it is not certified, or implied that a non-certified product is certified, NAT may withdraw certification for all of the Client's products. The Client shall code literature and packaging to indicate version. If the certification for the product is suspended or withdrawn, the Client shall discontinue use of all literature and advertising materials related to the certified product, which bears the Mark, or contains any reference to certification.

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VII. Records

1. **Certification Records** - NAT shall retain all records which are generated as a result of product testing and certification for the current and the previous evaluation cycle.
2. **Documentation Report** - The Client shall submit to NAT sufficient information to document that a product eligible for certification fully conforms to all applicable requirements. Upon review by NAT, if the Documentation Report is deemed acceptable, it shall be registered by NAT. A registered copy shall be maintained by NAT and by the Client at each manufacturing location to be used by NAT during audits.
3. **Product Records** - The Client shall maintain at the manufacturing facility, records for three (3) prior years of production, shipment, inventory, and purchase records applicable to the materials and components used in the manufacture of the certified product. Upon request, the Client shall provide NAT full access to such records.
4. **Records of Complaints** - The Client shall make available to NAT a record of any complaints received regarding a certified product. The records shall include the nature of the complaint, the model designation of the certified product in question, confirmation of remedial action, and status of the complaint.
5. **Installation and Service Records** - The Client and/or their authorized representative shall maintain at the appropriate location records of installation and service of certified products. These records shall be made available to NAT upon request and shall include the date and location of the installation, the date(s) and record(s) of service and maintenance, and contact information for the service provider.

VIII. Non-compliance and Corrective Action

1. A certified product may be deemed in non-compliance for a variety of reasons. NAT shall advise the Client in writing of any item of non-compliance. The Client shall promptly effect correction of all items of non-compliance within thirty (30) calendar days of receipt of the written notice, the Client shall submit to NAT a root cause, the corrective action, and a plan to prevent recurrence of the non-compliance. The Client has the right to appeal these findings.
2. **Initial Product Evaluation** - If during initial product evaluation the Client's product is found to be non-compliant, NAT shall immediately notify the Client detailing the non-conformance. The Client must submit its investigation into the cause of the non-compliance and its decision regarding the resolution of the test. If NAT accepts the cause of the non-compliance, the Client may pursue further testing under the same conditions or request that the product be retested.
3. **Non-conformance of Certified Products** - If a certified product is found to be in non-compliance, NAT shall notify the Client in writing of the non-compliance. The Client shall promptly ensure that any continuing production and finished inventory is in compliance, and if it is not, suspend distribution of those products. The Client shall determine the cause of the non-compliance and issue to NAT a written proposed corrective action addressing the non-compliance. NAT may retest the product, if they deem it to be necessary, to verify effectiveness of the corrective action. The Client shall be responsible for any costs to verify compliance. If after retesting the product is still found to be non-compliant, NAT shall withdraw certification.
4. **Changes to a Certified Product** - The Client shall not make unauthorized changes to a certified product. All changes must be approved in writing by NAT through evaluation and/or testing prior to the Client making the change. Upon determination by NAT of unauthorized changes by the Client to a certified product related to the certification requirements, the Client shall hold the modified product in inventory until authorized in writing by NAT to release the product for sale. Based on the ramifications of the change on product performance, NAT shall take appropriate enforcement action up to and including withdrawal of certification and product recall.
5. **Revisions to Standards** - If there is a revision to an applicable Standard(s) utilized in the certification scheme, all certified products shall be verified as complying with the Standard's revisions if applicable. NAT shall issue an effective date of implementation and written approval following verification that the product conforms with the revisions to the Standard(s).
6. **Changes to the Company** - The Client shall immediately inform NAT of any changes in its status, ownership, management, locations, or any other changes which could affect its ability to conform to the requirements for certification.
7. **Enforcement Actions (Administrative Review)** - If the Client's products are found to be in non-compliance, the Client may be ordered to appear at an Administrative Review. The non-compliance shall be discussed and conditions for continued certification shall be specified by NAT. If the Client does not attend the review or does not agree with the conditions for continued certification, certification may be withdrawn.
8. **Enforcement Actions (Recall of Products)** - The Client shall draft a voluntary recall notice and transmit the notice to each known recipient of the affected product. The Client shall provide verification of the quantities of product received and the dates returned. The Client shall provide NAT full and prompt access to its production and shipping records to determine locations of affected products. If the recall cannot be completed, NAT may issue a public notice of the recall.
9. **Enforcement Actions (Public Notice)** - NAT may issue a public notice for non-compliance or for withdrawal of certification. The Client shall cooperate in good faith with NAT to determine who should receive the public notice. The means of notification and extent of distribution of the public notice shall be based on the seriousness of the non-compliance and risk to public safety.
10. **Enforcement Actions (Certification Withdrawal)** - NAT may withdraw certification at any time for the Client's failure to comply with the certification requirements. NAT shall inform the Client in writing of certification withdrawal. Upon receipt of notification, the Client shall immediately stop applying the Mark to the product. NAT may require the Client to isolate, modify, dispose of, or destroy the products to ensure it is not sold as a certified product. The modification, disposal, or destruction shall be completed within thirty (30) calendar days of notification to the Client by NAT and shall be verified by NAT. The Client may, at its expense, be required to surrender to NAT any and all Marks and marking devices within thirty (30) days of notification by NAT to the Client of the action. The Client shall acknowledge in writing to NAT that it is no longer authorized to use the NAT Mark and shall inform its authorized representatives of the certification withdrawal. Other reasons for suspension or withdrawal of certification may include the Client's wish to withdraw certification, NAT determination that the product is hazardous, or non-payment by the Client of fees to NAT.

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IX. Reinstatement

If certification is withdrawn by NAT for any reason, products may not be re-certified until NAT verifies that all areas of non-compliance have been satisfactorily corrected. The procedure required to re-certify the product shall be determined by NAT and shall be appropriate for the situation regarding the length of time the certification was withdrawn and seriousness of the non-conformance and shall be done at the expense of the Client. Upon satisfactory corrective action of the non-compliance, NAT shall inform the Client in writing that the affected product is re-certified.

X. Appeals

1. **Administrative Review** - Any party affected by a decision or action of NAT related to certification, may request an administrative review. The request shall be in writing to the Chairman of the Board of Directors and must state the reason for requesting the review. The request shall be acknowledged within ten (10) calendar days of receipt and the acknowledgment shall name the NAT Board member assigned to conduct the review. If the party requesting the review is different from the Client affected by the request, NAT shall inform the affected Client of the request. Within thirty (30) calendar days of the written request for review, NAT shall inform the party and/or the Client in writing of the results of the review.
2. **Formal Appeal by a Panel** - The appellant may request a formal appeal by a panel if it is not satisfied with the decision of the Administrative Review. If the formal appeal impacts a Client that has not submitted the request for a formal appeal, NAT shall request the Client to be involved in the appeal process.
 - i. The request for formal appeal shall be in writing to the Chairman of the Board of Directors, be received at NAT within thirty (30) calendar days of receipt of written notice of the decision of the Administrative Review and indicate why the Administrative Review decision is being disputed.
 - ii. Along with the request, the appellant shall pay \$6,000.00 U.S. to NAT. NAT shall pay each panel member \$1,000.00 U.S. and pay for their expenses to attend the meeting. If the decision of the panel is for the appellant, NAT shall reimburse this payment to the appellant.
 - iii. NAT shall acknowledge the request for the formal appeal within ten (10) calendar days of receipt of the request.
 - iv. The formal appeal shall be heard by a three-member appeals panel appointed by the Chairman from a list of candidates acceptable to all parties. The Chairman shall, within ten (10) calendar days, submit a list of five candidates to serve on the panel to each party. The parties shall, within ten (10) calendar days of receiving the list of candidates, identify any names they object to and return the list to the Chairman. The Chairman shall appoint the panel members from the list of names approved by all parties.
 - v. The appellant shall agree in writing to hold harmless, defend and indemnify each member of the appeals panel for matters arising out of the appeals process.
 - vi. Each party shall submit its position in writing. Written submittals are limited to a maximum of ten (10) pages in length and shall be submitted within ten (10) calendar days of receipt of the acknowledgment.
 - vii. The Chairman shall distribute copies of the written submittals to all parties and panel members within ten (10) calendar days of receipt of all submittals. The Chairman shall set a meeting date to be within thirty (30) calendar days of distribution of the written submittals to all parties and panel members.
 - viii. The Chairman shall assign a person to provide administrative support to the appeals panel and shall attend the meeting for the purpose of ensuring proper conduct of the meeting.
 - ix. If panelists cannot reach consensus, the majority shall be reported. The appeals panel shall issue a written recommendation to the Chairman within ten (10) calendar days of the meeting.
 - x. The panel's decision shall be transmitted to all parties within thirty (30) calendar days of the meeting. Additional appeals can be pursued through the accreditation body.

XI. Liability

1. The Client remains the owner of the product installed at the test site and bears all risks and losses related to the product from the time of its delivery on site.
2. NAT assumes no liability for any claims arising from Client misuse of the Mark, misrepresentation of the certification status of its products, or unauthorized alteration or misuses by the Client.
3. Client hereby releases and forever discharges NAT and its successors, directors, officers, agents, representatives and employees from any and all claims and demands of whatever kind and/or nature, either in law or equity, which may arise directly and/or indirectly from the use of the Certification or Mark. Client further understands and agrees that NAT does not assume any responsibility, and in no event, shall be liable, for any incidental, consequential, or special damages of any kind or nature, including but not limited to, lost profits, property damage, and equipment damage arising from the use of the Certification or Mark.
4. Client agrees that, in the event that NAT is not named party but is involved in legal proceedings (including receipt of subpoenas for documents or testimony) concerning Client or its products or services, NAT shall notify Client and Client shall reimburse NAT for all reasonable expenses related to those proceedings and hold NAT harmless.

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XII. Complaints

1. **Certification Body** - When complaints are received by NAT concerning its certification activities, NAT shall acknowledge receipt of complaints and inform the subject of the complaint if deemed applicable. NAT is responsible for resolution of the complaint and shall take appropriate action to resolve the complaint. The investigation and decision resolving the complaint shall be made by persons not involved in activities related to the complaint. NAT shall inform the complainant as to the outcome of the investigation and the actions taken to satisfy the complaint.
2. **Client** - When complaints are received by the Client concerning any certified product, the Client shall acknowledge the complaint to the complainant, investigate the complaint, and take appropriate subsequent action to correct any deficiencies that may affect compliance with certification requirements, and document the action taken and retain the documentation for review.

XIII. Contract Termination

1. The Client agrees to provide and install the product complete at the NAT test site no later than thirty (30) days following the date of execution of this Contract by the Client. Failure to do so voids this Contract, unless additional time is agreed in writing by NAT. If initiation of testing is delayed, for any reason by the Client for more than fourteen (14) days after the product has been installed, including failure by the Client to provide necessary information or accessory equipment, this contract is voided, unless additional time is agreed to in writing by NAT.
2. Client may terminate this Contract at any time upon thirty (30) calendar days written notice to NAT but shall be liable for costs of services provided by NAT through the date of receipt of notice, including any additional costs necessary to terminate services. NAT may terminate this Contract at any time for non-compliance and/or non-payment by Client upon thirty (30) calendar days written notice to Client. Unless terminated by either party, this Contract shall continue in effect. Client shall notify NAT by December 30 if it wishes to cancel the Contract for the next year. If NAT has not received such notice in writing by December 30, Client agrees that all payments are 30 days net. A late payment charge of one and one-half percent (1 ½%) per month will be assessed on all overdue accounts. After termination of this Contract for any reason, Client agrees to allow NAT to conduct inspections of the Client facilities to enable NAT to verify that Client has discontinued use of an NAT Certification Mark on its products and/or in its product literature and advertising. Client further agrees that, upon termination of the Contract for any reason, it will, with NAT's prior authorization, surrender, efface, or otherwise dispose of in a manner acceptable to NAT any unused Marks and data labels, dies, molds, stencils, marking devices, literature, ad copy, or other information bearing a Mark to referencing NAT and agrees to allow NAT to verify such.
3. The invalidity or unenforceability of any particular provision(s) of this Contract and/or the referenced Standard(s), criteria, government regulations, or other specifications and policies contained in the certification scheme shall not affect the other provisions. NAT reserves the right to withdraw authorization for Certification and the use of the Mark for any product, at any time, for Client failure to comply with any applicable certification requirement(s). This Contract shall be interpreted in accordance with the laws of the State of Ohio. This Contract and referenced policies constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous communications, representations or agreements, whether oral or written, between the parties with respect to said subject matter. No modification will be binding upon either party unless it is made in writing and is signed by duly authorized representatives of both parties.

For

For

 North American Testing LLC

 Signature

 Signature

 Printed Name and Title

 Printed Name and Title

 Date

 Date