

## Service Addendum NACT: Additional Terms for CSA Group Certification Services – North America (“Certification Terms”)

### 1. General

1.1 These Certification Terms are in addition to the Global Service Agreement (“GSA”) and apply to all certification services provided to you by CSA Group Certification & Testing Inc., whether directly or indirectly through subsidiaries, corporate affiliates or authorized third party contractors throughout the world (collectively referred to as “we”, “us”, “our” or “CSA Group”). The term “Facilities” has the same meaning as used in the GSA. These Certification Terms apply to those certification services that involve a license of a Certification Mark and also apply to energy efficiency verification services provided by us, and as applicable, references to certification in this document also refer to verification services.

1.2 Compliance with these Certification Terms is a condition of certification.

1.3 You acknowledge that certification requirements may change from time to time. You must comply with the requirements at all times, including any changes to the requirements as determined by us in our sole discretion. You consent to the receipt of newsletters, Informs, or other types of notice that communicate changes to certification requirements. You will furnish proof of compliance with new requirements in the form requested by us.

1.4 You warrant that each certified product, regardless of branding or designation, is consistent in construction to the sample submitted to us and meets the certification requirements as determined by CSA Group. You are responsible for ensuring that ongoing production of certified products continues to fulfill the certification requirements.

1.5 You may not use your product certification in such a manner as to bring CSA Group into disrepute or make any statement regarding your product certification that we may consider misleading or unauthorized.

1.6 CSA Group is required under the terms of its accreditation to publicly list your name, business address and certified product(s), and you consent to such listing.

1.7 You must provide and maintain with us a current list of all unique model identifiers and brands under which a CSA Group certified product may be distributed. You are responsible for notifying other brand owners of changes affecting the certification.

### 2. Certification Services and Fees

You will pay the following fees to us. We may revise our fees from time to time and unless you exercise your right to terminate GSA or these Certification Terms, you will pay the revised fees.

2.1 Testing and evaluation service fees, regardless of whether the your product is certified or eligible for certification;

2.2 In addition to service fees, an annual certification mark license fee and anti-counterfeiting surveillance fee. Annual license and surveillance fees are payable in advance and are non-refundable even if the GSA or these Certification Terms are terminated or if you are not using the Certification Mark (as defined in Section 3.1);

2.3 All inspection fees and costs associated with inspections, including inspections conducted after the suspension, withdrawal or cancellation of the certification of a product or termination of the GSA or these Certification Terms. We are entitled to set off fees for post-cancellation or similar inspections against prepaid inspection fees, if any;

2.4 Multiple listing fees if you wish to market or merchandise CSA Group certified products under different brand names;

2.5 Annual testing fees in respect of safety critical equipment, components or process-sensitive products that we determine must be submitted for annual conformity or re-testing;

2.6 Annual fees if you are enrolled in CSA Group qualification programs for certification (see Section 8) together with fees relating to qualification program testing, training, assessments and re-qualification;

2.7 Assessment fees if we determine that assessments of Facilities and/or operations are required as a result of a Your Change (as defined in section 7.1);

2.8 Re-testing and evaluation fees if we determine that samples must be submitted to us as a result of changes to certification requirements or construction or design of products;

2.9 Investigation, inspection or audit fees if you are in default of any of your obligations under these Certification Terms and/or if corrective action is required to ensure that your product is compliant with certification requirements;

2.10 Administrative fees for removing models from our certified product listing, including as a result of termination of the GSA or these Certification Terms; and

2.11 Applicable sales taxes, surcharges, and customs brokerage fees.

### 3. License of Certification Mark; Intellectual Property

3.1 Subject to, and at our sole discretion, the successful certification of each of your products, you are granted a non-exclusive, non-transferrable, revocable license to use our certification mark (the “Certification Mark(s)”) in association with CSA Group certified products: in the manner specified by us in a certificate of compliance or other document(s) provided by us to you; if applicable, as set out in CSA Group’s certification mark usage guidelines, available at [http://www.csagroup.org/documents/testing-and-certification/certification\\_marks/Trademark-Usage-Guidelines.pdf](http://www.csagroup.org/documents/testing-and-certification/certification_marks/Trademark-Usage-Guidelines.pdf) strictly at the facility locations as authorized by us; and for so long as your certified products remain in compliance with our certification requirements (the “License”).

3.2 The License is extended to such third party locations as expressly documented by us as authorized Facilities for application of the Certification Mark. The Certification Mark may only be applied at such Facilities as designated by us. You are wholly responsible for ensuring such Facilities’ compliance with the Certification Terms.

3.3 By affixing the certification mark to products or permitting third parties to do so, you expressly warrant to us that your product is compliant with these Certification Terms. We may, at our sole discretion, revoke the License for any product or group of products if you fail to comply with any of your obligations under the Certification Terms.

3.4 The License is revoked automatically upon termination of the GSA or these Certification Terms.

3.5 The License is automatically revoked if you make changes to certified products without notifying us in advance of such changes, or if you fail to make changes to products required, in our opinion, as a result of changes to certification requirements.

3.6 Upon request, you will provide samples to us of any products bearing a Certification mark in order for us to verify your conformance with the terms of certification.

3.7 You are granted a revocable, nontransferable license, without sub-license rights, to reproduce and use test reports, test summaries, certificates or letters provided by us to you, provided that such reproductions and use must be of the applicable document in its entirety, and at your own risk. You may not alter or remove any copyright, trademarks, notices or issue dates, or publish excerpts without our prior written consent.

#### **4. Model Numbers**

For the duration of product certification, you must furnish each model with a distinctive means of identification, which may include a model designation, catalogue number, series or type number. This means of identification must be distinctly different, in our opinion, from identification used on: (i) similar but uncertified products; (ii) recalled or discontinued products.

#### **5. Facilities**

All your manufacturing locations and warehouses for CSA Group certified products are subject to inspection requirements. You must provide and maintain with us a current list of all locations at which any CSA Group certified product is manufactured, as well as all ports of entry and warehouses used in the storage, shipment or distribution of CSA Group certified products. You will ensure that all your Facilities are aware of, and agree in writing with, these Certification Terms, the GSA, and the Facility Terms, including without limitation access requirements for our personnel.

#### **6. Inspections**

At any time and at our sole discretion, we may perform announced or unannounced inspections of certified products and related processes and records at Facilities where certified products are manufactured or stored. We will give consideration to written requests for advance notice on a case-by-case basis if you provide reasonable justification. For all inspections, you must comply with requirements of Section 5 of the GSA regarding our access to your Facilities as well as your cooperation with us. We may consider your requests to collect inspection fees directly from your Facilities; however you are ultimately responsible for all inspection fees.

#### **7. Notice of Material Changes**

7.1 You must inform us immediately of any changes that may affect your ability to conform with certification requirements, including without limitation changes to legal, commercial, organizational status or ownership; key managerial, decision-making or technical staff; modifications to the product or production method; contact address and production sites; scope of operations in the production method; major changes to the management system; or relevant changes to your quality system ("Your Change").

7.2 Without limitation to the above, you must provide us with at least ninety (90) days' prior written notice of any changes to: name, address, or your owner; name, address or ownership of Facilities where products are manufactured or where CSA Group Certification Marks are permitted to be applied to products; or any changes to brands or designations under which a CSA Group certified product may be distributed. You will provide proof of any such changes in the form required by us.

#### **8. Advertising**

8.1 Upon receiving written confirmation of certification from us, and only while the GSA and these Certification Terms are in force, you may include Certification Marks in advertising or promotional materials or other literature strictly in association with products currently documented by CSA as certified. You may refer to such products as "CSA certified®" or "certified by CSA", but otherwise you may not use or reproduce our trademarks, or state or imply that we have approved or endorsed your products.

8.2 You will not make any public representations that imply anything other than that CSA Group has certified the product.

8.3 Any claims made by you regarding certification must be consistent with the scope of certification and will not be misleading to the public.

8.4 At our request, you will amend or discontinue all advertising, promotion or other activity deemed inappropriate by us, all at your own expense. This obligation requires you to instruct third parties acting at your direction.

#### **9. Labels**

9.1 If you are authorized by us to affix the Certification Mark to products using labels: (i) labels must, at our sole discretion, be sourced from CSA Group directly or, depending upon the applicable program, one of our authorized label manufacturers; (ii) you may not print labels or permit third parties to print labels without our express prior written consent; (iii) labels may only be affixed at such Facilities or in such manner as authorized by us in writing. Labels must always be applied in accordance with the requirements of the applicable program, as determined by us and in our sole discretion.

9.2 We may take possession of labels pending the outcome of corrective action as described in Section 10.

#### **10. Complaints, Incidents and Corrective Action**

10.1 You must keep a record of all complaints made known to you relating to compliance with certification requirements and must make these records available to us upon request.

10.2 You must notify us immediately of any reports or incidents of injury, property damage, or potential hazards that involve the certified products. As a certification body, we comply with regulatory or accreditation-based third party reporting obligations, even if your product does not attain certification from us.

10.3 We may, in accordance with accreditation requirements, investigate complaints and incidents relating to certified products. You must cooperate with our investigations and, if applicable, you will undertake such corrective action as required by us, at your expense, to ensure that the certified product is brought into compliance with the certification requirements, or as otherwise required to address any potential hazards.

10.4 Without limiting the above, you must take appropriate action with respect to complaints and deficiencies found in certified products that affect compliance with certification requirements. You must immediately notify us of any pending recalls or other corrective action. You must document and maintain records of the corrective action and provide such records to us immediately upon request.

10.5 For applicable products, you will undertake such corrective action as required by us in the event such product does not pass its annual conformity testing, or as otherwise required to address any potential hazards.

#### **11. Term, Termination, Cancellation of Certification and Survival**

11.1 These Certification Terms remain in effect until terminated by either party upon thirty (30) days' written notice to the other party, or termination of the GSA, whichever first occurs.

11.3 We may suspend, withdraw or cancel certification of any product upon thirty (30) days' prior written notice. Upon such suspension, withdrawal or cancellation, or upon termination of the Certification Terms or the GSA, whichever first occurs, you agree to immediately: discontinue the use of any advertising or public representations referencing certification of the applicable product(s); return all applicable certification documents and CSA Group Intellectual Property (as defined in the Global Service Agreement), including labels; and take any other measure requested by us. We reserve the right to require that products containing the Certification Mark be tracked and destroyed. You will instruct third parties, including Facilities authorized to apply the Certification Mark and internet service providers, in order to effect compliance with this Section.

11.4 We will not be liable for direct, indirect, incidental, consequential or punitive damages, including damages for financial or economic loss arising out of suspension, withdrawal or cancellation of product certification or for termination of the GSA or these Certification Terms.

11.5 Following suspension, withdrawal, cancellation or termination, you will permit us and our authorized representatives to conduct inspections of Facilities where product was or is manufactured or stored in order verify that you no longer use our Certification Marks or other Intellectual Property. This Section, and Sections 2, 8 and 10 will survive termination of the Certification Terms.

11.6 These Certification Terms will remain in force for any certified products not affected by the suspension, withdrawal, cancellation or termination.

#### **12. Appeal of Certification Decisions**

You will be bound exclusively by CSA Group's documented appeal process. Decisions are binding on you and CSA Group. The appeal process does not apply to corrective action.