



## CSA GROUP FACILITY TERMS

### Service Addendum FACL: Additional Terms for Client's Facility ("Facility Terms")

CSA Group Client (legal name): \_\_\_\_\_

CSA Group Client Address: \_\_\_\_\_

File (Master Contract) number: \_\_\_\_\_

Facility (legal name): \_\_\_\_\_ ("Facility")

Facility Address: \_\_\_\_\_

Facility Contract number: \_\_\_\_\_

1. Client has a commitment to CSA Group to enter into these Facility Terms with each facility where Client's products are manufactured or stored.
2. Facility acknowledges that CSA Group Testing and Certification Inc., whether directly or indirectly through subsidiaries, corporate affiliates or authorized third party contractors throughout the world (hereinafter referred to as "**CSA Group**"), as part of its services to the Client listed above ("**Client**"), requires access to the Facility for unannounced inspections or investigations related to Client's products, or as otherwise necessary to support the certification, test, and inspection services provided by CSA Group to the Client (the "**Services**").
3. Facility will cooperate with CSA Group, and will provide CSA Group's representatives and, if applicable, accreditation personnel with:
  - a. prompt access to those areas of the Facility, on-site information and qualified personnel necessary to support the Services, and a suitable workspace;
  - b. any personal protective equipment and necessary on-site safety training;
  - c. access to those areas of the Facility necessary to conduct a final inspection upon termination of the Services with the Client to verify that CSA Group marking has ceased; and
  - d. a sample or samples of Client's product as chosen by CSA Group for test and evaluation.
4. CSA Group will give consideration to reasonable advance written requests to sign any safety-related terms in connection with entry to the Facility. Otherwise, CSA Group representatives will not be required to sign any waiver, declaration or agreement as a condition of entry to the Facility. Any document signed contrary to this provision will be of no force or effect. CSA Group may take photographs of Client's product samples.
5. If Facility is permitted to reproduce CSA Group's trademarks or certification marks for application to Client's products, those products will be exclusively manufactured for the Client in accordance with the requirements of CSA Group. Facility will retain on-site any copies of the CSA Group certification report and facility inspection reports provided by CSA Group or the Client. The Facility will not apply CSA Group marking to product manufactured for parties other than the Client unless authorized to do so under other CSA Group Facility Terms. Furthermore, the Facility will co-operate with CSA Group Inspectors to remove CSA Group marking from all non-certified product manufactured by the Facility.
6. If the Services include CSA Group Certification, Facility acknowledges that it is familiar with Client's applicable *Product Service Agreement* or *Global Service Agreement* and *Certification Terms* (collectively, the "**Services Agreement**") entered into between CSA Group and the Client, available at [www.csagroup.org/legal](http://www.csagroup.org/legal), and Facility understands and agrees to comply with all of Client's obligations under such Services Agreement.
7. Facility must notify the Client and CSA Group immediately of any changes to product design, construction or construction method, or quality management system pertaining to products under the scope of the Services.
8. In the event that production of Client's product is suspended, or does not occur, for three (3) months or more, regardless of the reason, Facility must immediately notify CSA Group of any resumed production. A sample of such resumed production should be held on-site for examination during CSA Group's next inspection.
9. CSA Group retains ownership of its intellectual property including various copyrights, trademarks, service marks and certification marks (the "Intellectual Property"). Except for limited rights that CSA Group may grant to Client in specific service addenda, Facility has no rights to use CSA Group's Intellectual Property. Facility will not dispute or interfere with the ownership or the validity of CSA Group's intellectual property rights.
10. If Facility is permitted to reproduce CSA Group's trade-marks or certification marks, Facility must not alter the appearance of such marks or use them in combination with other designs to create a new logo or trade-mark. Facility must not tamper with, alter, or remove any labels applied to a product by CSA Group. Upon termination of the Services Agreement with the Client, CSA Group has the right to retrieve CSA Group labels from Facility and Facility must not continue to use CSA Group's trade-marks or certification marks.



11. Facility understands and agrees that monetary damages would not be a sufficient remedy and that CSA Group will be entitled to injunctive relief in addition to all other remedies available at law in the event of violation of the Intellectual Property, or if the Intellectual Property is used in association with products for which permission to use Intellectual Property has not been granted, or where design or construction of the product deviates from the descriptions on file with CSA Group.
12. These Facility Terms will have an initial term of one (1) year and will renew automatically for successive one-year periods. These Facility terms will terminate automatically upon termination of the Services Agreement between CSA Group and the Client, or upon written notice by the Client to CSA Group that Facility should be removed as an authorized Facility. The termination of these Facility Terms are subject to any post-termination inspections as permitted under the Services Agreement or as required by CSA Group.
13. CSA Group (and each of its affiliates) shall be an intended third-party beneficiary of these Facility Terms, and shall be entitled to enforce the provisions of these Facility Terms in CSA Group's own name and for its own benefit.
14. These Facility Terms are subject to the same governing law and venue as the Services Agreement between CSA Group and the Client.

In signing below, the following individuals warrant that they are authorized to sign on behalf of, and bind, their respective legal entities.

**Client Name:** \_\_\_\_\_

**Facility Name:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name:

Printed Name:

Title:

Title:

Date:

Date: