Service Addendum FE: Additional Terms for CSA Group Field Evaluation Services (“Field Evaluation Terms”)  

1. General
1.1 These Field Evaluation Terms are in addition to the Global Service Agreement (“GSA”) and apply to all field evaluation services (“Field Evaluation Services”), provided to you by CSA Group Testing & Certification 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. The term “Authority Having Jurisdiction” and the acronym “AHJ” means a regulatory authority which has the legal authority to accept or reject your product.
1.2 Field Evaluation Services consist of our evaluation or inspection of your product in accordance with specific requirements stated in the relevant written CSA Group quotation, or as applicable, in the written field evaluation report provided to you.
1.3 Field Evaluation Services may include one or more of the following programs:
   a) Special inspection for electrical products (Canada) or control panels (Canada) in accordance with SPE-1000, Model Code for Field Evaluation of Electrical Equipment; and the Canadian Electrical Code.
   b) Special inspection for electrical health-care products (Canada) in accordance with SPE-3000. Model Code for the field evaluation of medical equipment and systems; guidelines (provincial or otherwise) and applicable health-care standards.
   c) Special inspection for gas-fired products (Canada) in accordance with applicable codes and standards.
   d) Field evaluation for electrical products (United States), gas-fired products (United States), or hazardous locations (United States), each in accordance with applicable codes and standards, including the National Electrical Code, National Fire Protection Association requirements, and the requirements of any Authority Having Jurisdiction.
   e) Field evaluation for sanitation products (United States) in accordance with applicable NSF/ANSI standards.
   f) Other Region specific or Country specific field evaluation programs offered by CSA Group from time to time.
1.4 Compliance with these Field Evaluation Terms is a condition of our provision of Field Evaluation Services to you.
1.5 Field Evaluation Services are limited to production runs of five hundred units or less.
1.6 Field Evaluation Services may be performed at your Facilities, or at a location noted in the CSA Group quotation.
1.7 Field Evaluation Services must be performed by a CSA Group representative and in accordance with its usual policies and procedures.
1.8 If and when the CSA Group representative determines that your product complies with the applicable requirements, the CSA Group representative will apply a serialized field evaluation label to your product. A written report will be provided to you.

2. Field Evaluation Services and Fees
2.1 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 these Field Evaluation Terms, you will pay the revised fees.
2.2 You agree to pay us the fees for Field Evaluation Services performed by the CSA Group representative, whether or not we determine that your product complies with the requirements and is eligible for the field evaluation label.
2.3 You agree to pay us for fee adjustments resulting out of changes to your requirements, the AHJ’s requirements, or the inspection location.
2.4 You are responsible to pay applicable sales taxes, value added taxes, surcharges, and customs brokerage fees.

3. Your Role and Obligations.
3.1 In addition to providing us with your specific written requirements, your role and obligations towards the successful completion of Field Evaluation Services may include one or more of the following:
   a) Once a CSA Group representative applies the field evaluation label to your product, you will not remove the label and apply it to another product.
   b) You will not alter the appearance of the field evaluation label or use it in combination with other designs.
   c) You acknowledge and agree that CSA Group is relying on the accuracy of all documents provided by you for your product.
   d) You will allow the CSA Group representative to take photographs of your product in the course of providing the Field Evaluation Services.
   e) You acknowledge your responsibility to identify the Authority Having Jurisdiction, and the AHJ’s determination of the location where your product must be evaluated by CSA Group.
   f) You acknowledge and agree that CSA Group may share your confidential information to the extent required by an Authority Having Jurisdiction as part of its approval of your product.
   g) You agree to maintain records of the last known location of each product issued a serialized field evaluation label.
   h) You agree to inform CSA Group at the time you have knowledge or become aware of any incidents of serious injury or property damage that involve your evaluated and labeled product.

4. Advertising
4.1 For Field Evaluation Services only, when your product receives a field evaluation label, or upon receiving a final written evaluation report from us for your product, and for so long as the GSA and these Field Evaluation Terms are in force, you may refer to such specific product as “Evaluated by CSA”, but otherwise you may not use or reproduce our name, trademarks, logos, or state or imply that CSA Group has approved, endorsed, authorized, or certified your product or any aspects of your product.
4.2 In communication media such as documents, brochures, advertising or websites, you may state that the specific evaluated product was evaluated by CSA Group for compliance with the requirements, but you may not reproduce the CSA Group field evaluation label.
4.3 Any claims made by you must not mislead the public.
4.4 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.

4.5 A written field evaluation report delivered by us may not be published in any media form without the prior written consent of CSA Group, and if such permission is granted, the written report must be published or distributed in full.

5. Disclaimers and Indemnification.

5.1 Supplemental to those disclaimers and the indemnification described in the GSA, you acknowledge and agree to the following:

a) Field Evaluation Services are not a substitute for your own design, manufacture, test, sale or distribution, warranty and support of your field evaluated product.

b) Field Evaluation Services are not equivalent to CSA Group product certification.

c) We do not represent or warrant that any third party, including an Authority Having Jurisdiction, will accept your evaluated and labeled product for any use or purpose.

d) We do not assume or undertake to discharge any responsibility of yours to any other party or for compliance with applicable laws.

e) Our field evaluation label is affixed to your product at the time the CSA Group representative inspects and evaluates your product. Following the date that the evaluation label is affixed, you alone are responsible for: (1) your product; (2) modifications to your product; or (3) changing requirements applicable to your product.

f) You acknowledge and agree that tests and procedures necessary to inspect or evaluate your product to applicable requirements may be inherently dangerous and may cause damage to your product. We disclaim all responsibility for injury or property damage (including your product) that may be damaged or destroyed during inspection and evaluation, except where injury or property damage results solely from the negligence of the CSA Group representative during the inspection and evaluation of your product.

6. Complaints, Incidents and Corrective Action

6.1 You must keep a record of all complaints made known to you relating to your evaluated and labeled product (including those within your organization) and must make those records available to us upon request.

6.2 For your product that is inspected and evaluated by CSA Group, you will undertake such corrective action as required by us to address any potential hazards.

7. Term, Termination, and Cancellation

7.1 These Field Evaluation 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.

7.2 If you fail to comply with these Field Evaluation Terms, we may suspend, withdraw or cancel a written field evaluation report or a field evaluation label, or terminate these Field Evaluation Terms upon thirty (30) days’ prior written notice and expiration of a thirty (30) day cure period.

7.3 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 a written field evaluation report or a field evaluation label, or termination of these Field Evaluation Terms.