

Certification Service Agreement – Listing/Co-Listing Certified Products

This AGREEMENT is made at Irvine, California, on the _____ day of _____, 20____
by and between Truesdail Laboratories, Inc. (herein “Truesdail”) and

Company Name (herein “Client”) and Address.

WHEREAS, Truesdail’s product certification service is an ANSI and SCC accredited program found to be in compliance with the requirements of ISO/IEC 17065. For Truesdail to maintain its ISO/IEC 17065 accreditation, our Agreements are required to cover specific terms and conditions. These requirements are specified in the most current version of Truesdail’s “Product Certification Scheme”, incorporated herein by reference, and a copy of which has been provided to Client, and/or in the numbered items below.

Now, THEREFORE, it is agreed that:

1. The Client hereby engages Truesdail for testing and certification or co-listing of products, components or materials for conformity to the requirements of the most current version of the following Standard(s): _____ (e.g. NSF/ANSI 61, NSF/ANSI 372, ASME and EPA’s WaterSense, etc.). The Client acknowledges that the requirements of this Standard are incorporated herein by reference and, further, that the Client has the responsibility of obtaining the most current version of this Standard for its records and compliance. The Client hereby represents that it has received and read this Standard.
2. The Client shall make all necessary arrangements for Truesdail to conduct an evaluation and surveillance (if required), including provisions for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and Client’s subcontractors. The Client shall also make available access for investigation of complaints and access for participation of observers (if applicable).
3. It is understood and agreed that the Standard referenced in Item 1 of this Agreement will be periodically revised by its Sponsor. Truesdail will inform clients when changes to the Standard affect the certification of the product for a Client. Upon receipt of notice of any applicable revision of a Standard, the Client agrees it will abide by the announced revision. Unless agreed to in advance, all listed products are required to meet the requirements of the most current version of a Standard when they are selected for retesting.
4. The Client shall only make claims regarding certification that are consistent with the scope of certification issued by Truesdail.
5. Truesdail is the owner of a registered Certification Mark (“Truesdail Mark”), which incorporates the name and symbols of Truesdail and may be used by the Client on or in connection with products to indicate such products have been certified by Truesdail under its service, but only as authorized under the terms and conditions of this Agreement.
6. Certified product(s) are any goods, equipment component(s), and/or material(s) that have been specifically authorized by Truesdail for certification and use of the Truesdail Mark. By means of

the certification process, Truesdail determines from testing representative samples and specimens that the Client has demonstrated the ability to produce a product, component, or material that complies with requirements of the applicable industry and/or regulatory standard.

7. The Client shall notify Truesdail of any changes that may affect the ability of a product to conform to certification requirements which may include, but are not limited to, changes in: material, supplier, product manufacturing location, model number, corporate structure, QC activities, and changes in design, etc. The Client must notify Truesdail at a minimum of 30 days prior to release of the product(s) incorporating changes and include detailed information so that Truesdail might evaluate the effect on certification of any change. If Truesdail determines that such changes may affect the ability of a product to conform to certification requirements, then Truesdail may request a hold on all product inventory until such time as the modified product can be evaluated and/or tested and a written release sent by Truesdail upon findings that are satisfactory to the certification. Failure to comply may result in suspension or withdrawal of certification.
8. Following execution of this Agreement and payment of Truesdail's deposit fees, test specimens and samples shall be collected and prepared by Truesdail, or at Truesdail's option, shipped to Truesdail by the client along with documentation stating the exact specification and origin of the parts being provided by the client, and that the specimens and samples to be analyzed are representative of the products, components, and materials regularly sold and distributed by the Client. Testing shall be performed by Truesdail staff in conformity with the requirements of the most current revision of the Standard named in Item 1 above.
9. Except for its written test report, or as otherwise required by ANSI, SCC, EPA or by law, the report and its content and underlying documents and raw data shall be held confidential by Truesdail. Truesdail shall retain test reports and raw data for seven years from the date of reporting test results to the Client. All data, test results, calculations, reports, information and other documents gathered or prepared by Truesdail under this Agreement are agreed to be the intellectual property of Truesdail. The Client acknowledges that it has no interest or rights of any kind whatsoever against Truesdail in the foregoing data, test results, calculations, reports, information and other documents.
10. If the Client provides copies of the certification documents to others, the documents must be reproduced in their entirety or as specified in Truesdail's product certification scheme.
11. Truesdail shall perform its services with reasonable care, skill and diligence, in accordance with the applicable professional standards for certification laboratories and shall be responsible for the professional quality, technical accuracy, completeness, coordination and timeliness of all items and services furnished to the Client under this Agreement. In case of errors or deficiencies by Truesdail, Truesdail shall correct or revise the same, without additional compensation.
12. The Client expressly acknowledges and agrees that execution of this Agreement, of and by itself, is not authorization to use a Truesdail Mark. In accordance with the Standards referenced in Item 1 of this Agreement, and upon determination by Truesdail that the evaluated products comply with the applicable requirements of the Standard referenced in Item 1 of this Agreement, Truesdail will notify the Client in writing of Certification and will issue a Certificate authorizing use of the Truesdail Mark.
13. The Client represents that, if authorized by Truesdail to use the Truesdail Mark on a certified product, component, or material the Truesdail Mark shall only be placed on products fully

complying with the Standard and the certification. The Client agrees that its use of the Mark is its representation that its products are certified by Truesdail and comply with all referenced requirements. The Client assumes full and complete responsibility for its use of the Mark or other representation that its products are certified. The Client represents that, following certification, it shall continue to abide by all the requirements in the Standard. The Client agrees that use of the Truesdail Mark must immediately be discontinued and its certification shall be invalid if, as determined by Truesdail, the product has been significantly altered or has been represented as being certified for any purpose or end use or condition other than that expressly certified by Truesdail.

14. Truesdail hereby excludes and disclaims any and all warranties not expressly set forth herein with respect to its services under this Agreement. The Client acknowledges and shall be solely responsible for and assume all risk of property damage, personal injury (including death), or other damages of any kind arising out of or relating to: (i) the use, misuse, sale and resale of any of its products or related goods, whether or not such products or goods are certified; (ii) the failure to comply with all applicable laws, rules, codes, regulations and industry practices relating to the Client's products; and (iii) any of the Client's negligent acts or omissions or its reckless or willful misconduct.
15. The Client shall be fully and completely responsible for its use of the Truesdail Mark or other representation that its products have been certified by Truesdail. The Client agrees Truesdail shall have no liability for any claims arising from the Client's misuse of the Truesdail Mark or money damages in an aggregate amount with respect to all such acts or omissions not to exceed the amount paid for Truesdail's services by the Client for the calendar year in which such acts or omissions occurred, and this is agreed to be the sole and exclusive monetary remedy of the Client.
16. Truesdail shall have no liability to the Client or to any third party with respect to its obligations under this Agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages. This limitation on damages is independent of misrepresentation of certification status of its products. Truesdail assumes no liability for any claims arising from the Client's misuse of the Mark or misrepresentation of the Certification status of its products. Truesdail assumes no liability for any claims arising from such alteration, misuse, and/or misrepresentation by the Client.
17. No claim or action, regardless of form, arising out of or in any way related to any act or omission by Truesdail in connection with this Agreement or Truesdail's services hereunder may be brought by the Client more than one year after performance by Truesdail of the services giving rise to such claim or action.
18. The Client agrees that in the event where Truesdail is included in legal proceedings (either named or unnamed), the Client will reimburse and/or provide retainers for all reasonable expenses related to such proceedings, including, but not limited to, attorney's fees, subpoenas for documents, depositions or testimony arising from the misuse of the Mark, misrepresentation of certification, issues related to product reliability or safety, and/or sale, resale or use of products. Truesdail Laboratories, Inc. will immediately notify the Client of legal proceedings.
19. The Client may terminate this Agreement at any time with a thirty (30) day written notice to Truesdail. The Client shall be liable for costs of services provided by Truesdail through the date of receipt of notice and for any additional costs necessary to terminate services. Truesdail shall

repay only pre-paid fees for services that were not provided. Truesdail may terminate this Agreement at any time with a thirty (30) day written notice to the Client for noncompliance or nonpayment by the Client, or when replaced by a new Agreement or Agreement revision provided by Truesdail.

20. Unless terminated by either party, this Agreement shall continue in full effect from year to year. The Client shall notify Truesdail Laboratories Inc., thirty (30) days prior to the anniversary date of the Agreement if it wishes to cancel the Agreement for the next Agreement year. The Client agrees to submit the required annual fees by the renewal date of the Agreement. The Client agrees that all payments are thirty (30) days net.
21. After termination of this Agreement for any reason, the Client shall promptly confirm, in writing, to Truesdail that the Client has discontinued use of the Truesdail Mark on its products and/or in its literature and advertising. Client further agrees that, upon termination of the Agreement for any reason, it will surrender, efface, or otherwise dispose of, in a manner acceptable to Truesdail, any unused Marks, data labels, dyes, molds, stencils, marking devices, literature, advertisement, or other information bearing the Truesdail Mark or referencing Truesdail certification. If Truesdail has reason to question conformance by the Client with this provision of the Agreement, the Client agrees to allow Truesdail reasonable access to the Client's facilities to conduct inspections to verify conformance.
22. Truesdail agrees to provide the Client with written notice of non-conformance to any Truesdail requirement. Truesdail reserves the right to withdraw Certification and use of its Mark for any product, for the Client's failure to correct the non-conformance.
23. It is the intention of Truesdail and the Client that Truesdail shall be an independent contractor in the performance of the services specified under this Agreement and that nothing in this Agreement shall be construed to be inconsistent with its status as an independent contractor. Truesdail and the Client agree that at no time shall Truesdail hold itself out as, or be represented by the Client to be, an agent, subsidiary, or affiliate of the Client for any purpose, including reporting to any governmental authority, and, except as expressly set forth in this Agreement, neither Truesdail or the Client shall have any authority to bind the other to any obligation.
24. This Agreement is made under, shall be governed by and shall be interpreted in accordance with the laws of the State of California, of the United States of America. Both Truesdail and the Client hereby consent to the jurisdiction of the state and federal courts for Los Angeles and Orange County, California and agree to institute any and all actions concerning any dispute arising under or with respect to any aspect of this Agreement or services provided by Truesdail in such courts and in no other judicial forum.
25. Any waiver of any provision of this Agreement, or any delay by either party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, at which time Truesdail and the Client shall negotiate in good faith to substitute a provision of like economic intent and effect. The invalidity or unenforceability of any particular provision(s) of this Agreement and/or the Standards referenced in Item 1 of this Agreement shall not affect the other provisions.

26. Co-Listing

Co-Listing allows the client to market and sell certified products which are manufactured by another company under its own brand name and model numbers. The producing and/or manufacturing company must have their products listed by Truesdail Laboratories and must agree to the co-listing.

Co-Listed products will have a certificate issued with the client's name, model number(s), certification conditions and limitations which will be the same as the primary manufacturers. Co-Listed products will also be listed on Truesdail's website.

It is understood and agreed that a client's listing is fully dependent on the manufacturer / producer maintaining their listings with Truesdail Laboratories. Failure of any individual product to meet applicable standards resulting in the removal of the manufacturer's listing will necessarily result in the removal of the corresponding model's listing from the client's co-listing. If the manufacturer drops or loses their entire listing, the client's co-listing will also be immediately removed.

27. This Agreement along with the most current version of Truesdail's "Product Certification Scheme", additional referenced policies in the Scheme, and attachments to this Agreement or to the Scheme constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous communications, representations and/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 signed by duly authorized representatives of both parties.

WE AGREE WITH THE STIPULATIONS AND CONDITIONS, AS SET FORTH HEREIN, WITHIN THESE FIVE (5) PAGES, AND ATTACHMENTS.

TRUESDAIL LABORATORIES, INC.	CLIENT
By: _____ <i>(Truesdail Representative's Signature)</i> _____ <i>(Typewritten Name)</i> _____ <i>(Title of Representative)</i> _____ <i>(Date)</i>	_____ <i>(Client's Complete Legal Company Name)</i> By: _____ <i>(Proprietor, Partner or Authorized Officer's Signature)</i> _____ <i>(Typewritten Name)</i> _____ <i>(Title of Representative)</i> _____ <i>(Date)</i>