

Product Documentation and Listing Agreement for Products bearing the O-TL and/or OMNI® Mark of Conformity

PRODUCT MANUFACTURER

INSPECTION\ DOCUMENTATION AGENCY

«Company»
«Address1»
«Address2»

OMNI-Test Laboratories, Inc.
Shipping: 13327 NE Airport Way
Portland, OR 97230
Mail: PO Box 301367
Portland, OR 97294

This is an Agreement that «Company» («Short») will manufacture products listed by **OMNI**-Test Laboratories, Inc. (**OMNI**) in the same design configuration and to the same construction and materials/components specifications used in producing the sample or prototype product tested by **OMNI**. As a specific term of this Agreement, any change to any product design that has the potential to adversely affect the product's safe operation or, if applicable, emissions performance, may only be made after **OMNI**'s review to determine continued conformance with applicable standards. Under this Agreement, **OMNI**, as an independent third party, will provide services for documenting the uniformity of construction and adherence to the design specifications of the product(s) listed below. Both parties of this Agreement agree to comply with the intent of this Agreement as terms for maintaining listing by **OMNI**. **OMNI**'s product certification program is accredited by the American National Standards Institute (ANSI), and International Accreditation Services (IAS) in the United States and the Standards Council of Canada (SCC) for Canada to ISO/IEC 17065 "Conformity assessment - Requirements for bodies certifying products, processes and services," and by SCC R&G CBAP "SCC Requirements and Guidance - Product, Process, and Service Certification Body Accreditation Program" **OMNI** can certify a product to US standards, Canadian standards, or both. Many of the requirements listed below are a requirement of ISO/IEC 17065 and/or SCC R&G CBAP; the sections are denoted at the end of the applicable term.

The terms of this Agreement are listed below. Other additional terms may be specified. This Agreement covers the product(s) listed in **OMNI**'s Product Listing Directory (see www.omni-test.com) and any additional products listed until this agreement is replaced by **OMNI**. **OMNI**'s Professional Services Agreement is independent of the Product Documentation and Listing Agreement.

1. Cancellation of this Agreement by either party shall be in writing 30 days prior to the effective date of cancellation. Any willful noncompliance by «Short» with this Agreement or its intent may be grounds for immediate termination without advance notification by either party. In the event this Agreement is canceled by either party or «Short» is in non-compliance with this Agreement, **OMNI** will begin the process of withdrawing certification. A more detailed explanation of withdrawing certification is available at www.omni-test.com.
2. «Short» agrees to provide **OMNI** with «Plural» current phone number, contact person, mailing address, and all manufacturing locations within 10 days of any change. «Short» is responsible to update **OMNI** with any changes.
3. «Short» agrees that any modifications in the product design (including those to manuals or labels), the quality control measures utilized in the production of the product, the legal, commercial or organizational status or ownership, the organization and key management, the contact addresses, or the production sites, and major changes to the quality management system that may affect its ability to conform with certification requirements or that have the potential to adversely affect the safety related performance of the product will be submitted in writing to **OMNI** at least 30 days prior to implementation. Modifications to the product that have the potential to adversely affect the safety or emissions related performance and/or listing must be reviewed and approved by **OMNI** in writing for continued product listing under this Agreement. In addition, all other changes need to be submitted to **OMNI** within 30 days of implementation. Any and all modifications to the product design or the quality control measures must be documented by «Short» and be available to **OMNI** personnel for review during inspections.

As clarification of existing and past **OMNI** policy, any modifications to an **OMNI** listed product that have the potential to adversely affect the listing of the product that are not reviewed and approved by **OMNI** will cause **OMNI**'s product listing for that product to be voided and canceled with the requirement that all **OMNI** logo-bearing and/or **OMNI** Mark of Conformity logo labels be removed from the non-conforming product. Voiding, cancellation, and/or termination of **OMNI**'s listing due to unapproved product modifications is automatic and does not require notification. **OMNI**'s quality control services, described in this Agreement, serve to assist «Short» in quality control and record keeping. **OMNI**'s quality control and inspection services are not intended to replace record keeping responsibilities or substitute for «Plural» testing, manufacturing, or design modification records. **OMNI**'s services in this regard are only to supplement and enhance «Plural» own Quality Assurance programs. **OMNI**'s quality control inspections only sample the specifications of a small number of parts, components, and finished products, and therefore, are not intended to be a complete documentation of all dimensional measurements and specifications. «Short» is responsible for complete documentation of all design, testing, and manufacturing processes. Required by ISO/IEC17065, Section 4.1.2.2 k).

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4. «Short» agrees to have available a written record of all production line changes for the referenced model. This information shall be made available to **OMNI** personnel during each on-site inspection. If the inspection is performed at an import or distribution facility the information will be requested annually. Required by ISO/IEC17065, Section 4.1.2.2 k).
5. «Short» agrees to make all necessary arrangements for the conduct of the evaluation, including provision for examining documentation and access to all areas, records (including internal audit reports) and personnel for the purposes of evaluation (e.g., testing, inspection, assessment, surveillance, reassessment) and resolution of complaints.

«Short» agrees to allow **OMNI** personnel free access to production facilities and production records during normal business hours. An inspection of the manufacturer's quality control system will be conducted prior to the listing of each new product, and at least annually thereafter. Product inspections will be conducted at least annually.

The inspections are typically conducted at the manufacturing facility, in the presence of a manufacturer's representative. If inspections are to be performed at an import or distribution facility, the manufacturer must inform **OMNI** of the location. If the inspections are performed at the manufacturing facility, the information gathered during the most recent quality control system inspection will be reviewed during the annual product inspections to see if any changes have occurred. If product inspections occur at an import or distribution facility the review of the quality control system inspection will be conducted annually via written communication. Required by ISO/IEC17065, Section 4.1.2.2 c).
6. **OMNI** shall submit to «Short» a summary report of the findings from each inspection. If applicable, a summary report will also be submitted to the US Environmental Protection Agency (EPA). «Short» agrees that production and/or information discrepancies discovered and reported by **OMNI** shall be corrected in a reasonable period of time. If discovered discrepancies pose a potential safety hazard to consumers, corrective action shall be taken immediately. If discrepancies are not handled according to the instructions issued in the inspection report, **OMNI** may order «Short» to remove all **OMNI** labels from that product. Required by ISO/IEC17065, Section 7.9.3.
7. **FEES - Listing and Inspection charges:**

Price list is a separate document and will be sent to «Short» along with this Agreement. Prices are subject to change; if updates to the price list are made, **OMNI** will notify «Short» at least 30 days before the effective date of the new pricing.
8. All payments for services are to be made within 30 days of invoicing. If an account goes delinquent and **OMNI** enlists the services of a collection agency or attorney, «Short» will be responsible for payment of all collection and attorney fees. Unless otherwise agreed upon, label fees will be invoiced based on the number of labels bearing serial numbers ordered through an approved label company. «Short» will notify **OMNI** if «Short» would like to be invoiced based on units produced when labels are ordered through an approved label company. If «Short» produces labels in-house, «Short» will provide **OMNI** with a report as required below in Condition 9.A.iii.
9. «Short» agrees to the following in regards to certification labels. Required by ISO/IEC17065, Section 4.1.3.1.
 - A. If «Short» produces **OMNI**-approved certification labels in-house, «Short» agrees to comply with the following:
 - i. «Short» will provide **OMNI** with a galley-proof of the certification label for the product tested. **OMNI** must approve the galley-proof before the final printing and attachment to tested product.
 - ii. «Short» agrees to strike labels with consecutive serial numbers.
 - iii. «Short» will provide **OMNI** by the 10th of each month a report of the model name, serial number series (if applicable) and quantity produced for the prior month. This report will be delivered to **OMNI** (via email or fax, unless other arrangements are made) by the 10th of each month for the preceding month.
 - B. If «Short» purchases certification labels from an **OMNI**-approved printing company, «Short» agrees to comply with the following:
 - i. «Short» agrees to place all orders for labels only through a company which has a Label Service Agreement with **OMNI**. The Label Service Agreement ensures that:
 - a. The printing company will provide **OMNI** with galley-proofs of the certification labels. **OMNI** must approve galley-proofs before the final printing and attachment to certified product.
 - b. The printing company agrees to strike labels for fireplaces/appliances with consecutive serial numbers.
 - c. The printing company will provide **OMNI** with a report of the model name, serial number series (if applicable) and quantity of labels for each order.
 - ii. «Short» agrees to keep records of all label serial numbers and dates used.
 - C. «Short» agrees that at the termination of this agreement for whatever reason, unused certification labels must be returned to **OMNI** and «Short» will inform **OMNI** of the last serial number attached to a certified product.
10. «Short» agrees not to use the **OMNI** name, logo, or mark of conformity, outside the scope of the listed product label and to obtain written authorization from **OMNI** prior to using any reference to **OMNI** certification or any

likeness to the **OMNI** logo or mark of conformity in advertising. Required by ISO/IEC17065, Section 4.1.3.2 and SCC R&G CBAP, Sec. 4.2.5.

Certification documents supplied to «Short», including Test Reports and Certified Appliance Certificates, shall not be copied for others unless reproduced in their entirety. Required by ISO/IEC 17065, Section 4.1.2.2 g).

In addition, if the product is destined for the Canadian Market, then 1) the unit must be tested to Canadian Standards, 2) labeling is required to follow all dual language requirements of all applicable standards and 3) the label and manual requirements for Canadian certification must be met. The client is responsible to include a French and English label, a French manual must be available online at a minimum, and the English manual must have verbiage on the cover page stating (in English and French) that a French manual is available online and the website address where the electronic version can be found. A “c” qualifier is used to identify the product as certified to Canadian standards. The “c” shall appear in the eight o’clock position, adjacent to the certification mark.

11. «Short» has read, understands, and agrees to abide by **OMNI**'s form A-SFF “Rights and Duties of Suppliers of Certified Products” which is incorporated into this agreement by reference. Form A-SFF contains pertinent information on compliance with the requirements of **OMNI**'s certification system, and on corrective action for defective products or misuse of **OMNI**'s certification mark. Required by ISO/IEC17065, Sections 4.1.3.2.

12. «Short» agrees to provide **OMNI**, in the form and format of “Personal Injury and/or Property Damage Report Form” (available at www.omni-test.com or contact **OMNI** for a copy), a detailed description of any incident involving the product listed under this Agreement where any personal injury to any user (i.e. consumer, retailer, installer, or related parties) has occurred or where any property damage has occurred, regardless of the cause or causes of the incident. In addition, «Short» agrees to report on this form *any* situation where a product bearing the **OMNI** certification mark could lead to a potential hazard. This information shall be brought to **OMNI**'s attention immediately. This information shall also be available to **OMNI** personnel during each inspection, or any other time upon request. Required by SCC R&G CBAP, Section 4.2.6.

Products certified to Canadian Performance Standards and market: Any safety-related product incident or safety-related recall, whether or not personal injury has occurred, shall be brought to **OMNI**'s attention immediately. **OMNI** is obligated to forward this information to the relevant Canadian regulatory agencies and to the SCC. Required by SCC R&G CBAP, Section 4.8.7.

13. «Short» agrees to keep a record of all complaints relating to a product's compliance with applicable requirements, to take appropriate corrective action, and to document the action taken. These complaint-related records are to be made available to **OMNI** for viewing at **OMNI**'s request. Required by ISO/IEC 17065, Section 4.1.2.2 j).

14. **OMNI** will not divulge to other parties any information of a proprietary nature obtained during the inspection of manufacturing facilities, except as follows. Information may be disclosed by **OMNI** or its staff upon written consent of «Short» or pursuant to subpoena issued by a court or other governmental agency of competent jurisdiction. Proprietary information may also be released by the on-site inspector to other **OMNI** staff with legitimate interest therein. **OMNI** may release proprietary information as may be necessary to pursue remedial action for misuse of its mark of conformity, consistent with the intent of ISO Guide 27. Also, from time to time, **OMNI**'s records and files are audited by national and international bodies to establish conformance with national and international accreditation and conformity assessment standards. Also, occasionally, regulatory bodies will require witness audits performed on-site at the manufacturing facility to confirm adherence to regulatory body requirements. It is understood that by executing this Agreement, «Short» grants **OMNI** the authority to allow such access. Required by ISO/IEC 17065, Section 4.5 and 4.1.2.2.

15. **Modification of Product Requirements (i.e. Standard Edition updates):**

A. If the requirements applying to the products covered by this agreement are modified, **OMNI** shall immediately inform «Short» by registered letter (or equivalent means, most often as a S such as email), stating at what date the modified requirements will become effective, and advising «Short» of any need for a supplementary examination of the products which are subject to this agreement.

B. Within a specified period of time after receipt of the advice described in paragraph 15.A, «Short» shall inform **OMNI** by registered letter (or equivalent means) whether it is prepared to accept the modifications. If «Short» gives confirmation within the specified period of acceptance of the modification and provided the result of any supplementary examination is favorable, a revised certificate will be issued along with an Evaluation Test Report Addendum.

C. If «Short» advises **OMNI** that it is not prepared to accept the modification within the time specified in accordance with 11.2, or if «Short» allows the terms for acceptance to lapse, or if the result of any supplementary examination is not favorable, the certification covering the particular product shall cease to be valid on the date on which the modified specifications become effective to **OMNI**, unless otherwise decided by **OMNI**. Required by ISO/IEC 17065, Section 7.10.1

16. **Periodic Retesting:**

A. If a product was originally tested to a safety standard, **OMNI** may select at its discretion units to be retested periodically. «Short» will supply to **OMNI** a test unit, delivered at no charge. **OMNI** will conduct the testing at its own expense, unless «Short» is in breach of this Agreement or the Professional Services Agreement, in

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- which case «Short» will pay for retesting. Required by ISO/IEC 17065, Section 7.9.3.
17. All the terms of the Professional Services Agreement and/or Work Order used for testing each listed product and signed by «Short» shall apply to this Agreement.
18. **Miscellaneous**
If EPA requirements apply, «Short» is responsible for promptly informing **OMNI** in the event of any of its EPA-qualified products becoming disqualified.
19. If EPA requirements apply, «Short» authorizes and requests that **OMNI** submit a copy of any revocation of certification to the EPA.
20. It is acknowledged that by executing this Agreement, «Short» has read and understands the following **OMNI** certification scheme documents at www.omni-test.com. Documents include, but are not limited to:
- "System 5 Certification Scheme" (A-SFB)
 - "Handling of Complaints, Disputes, and Appeals" (A-SFG)
 - "Product and Quality Control Evaluation Procedures" (A-SFC)
 - "Product Testing and Certification Program Accreditations" (A-SFA)
 - "Rights and Duties of Suppliers of Certified Products" (A-SFF), and
 - "Sources of Revenue and Information on Fee Charged to Applicants and Suppliers of Certified Products" (A-SFE).
 - "Product Documentation and Listing Agreement (PDLA)" (A-SFJ)
 - "Professional Services Agreement (PSA)" (A-SFH)

For new clients, please sign below to acknowledge that you understand the above information and agree to the terms.

«Company»

OMNI-Test Laboratories, Inc.

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

For existing clients, please refer to the testing services quotation information or your annual listing invoice.