

## **Rights and duties of applicants and suppliers of certified products**

### **Terms & Conditions**

#### **Application for Certification**

The Applicant agrees to the following:

- a. Applicant acknowledges reviewing applicable DrJ Engineering, LLC (DrJ) Rules of Procedure, and that the applicant shall be responsible for ensuring that products covered by this application conform to DrJ product certification requirements. The applicant agrees that DrJ may, as necessary, subcontract for work related to the product certification process; although the applicant retains the right to reject DrJ's use of any particular subcontractor. The applicant also agrees that, as may be required for the product evaluation and any follow-up surveillance activities, the applicant will make all necessary arrangements for examination of the applicant's documentation and records, and/or for access to the applicant's relevant locations, areas, equipment, personnel, and subcontractors. If requested by DrJ, the applicant will make arrangements for third-party observers, representing certification bodies, to be present during any given inspection of the manufacturing facilities producing products covered by this application. Third party audits of the client's quality procedures shall be sent to DrJ on a quarterly basis unless otherwise agreed to herein based on a review of the clients quality management system.
- b. In consideration of the processing of this application, the applicant agrees to abide by any conditions attached to the approval of this application, the requirements of the applicable standards and codes, and DrJ's Rules of Procedure, as they now exist and as they may be reasonably modified in the future.
- c. The applicant agrees to make all necessary arrangements for DrJ to investigate complaints related to any product certification resulting from this application. The applicant also agrees to keep a record of all significant complaints made known to the applicant about the certified product(s), and to make these records available to DrJ upon request. The applicant will take appropriate action with respect to such complaints, and document the actions taken.
- d. The client shall comply with the requirements of the certification scheme as defined within the scope of work.
- e. The client will continue to meet the requirements as long as the certification remains in effect.
- f. The normal production of the product complies with the certification scheme.
- g. Appropriate changes will be made, should DrJ find it necessary to revise the certification scheme. Fulfillment of the revised requirements shall be demonstrated to the satisfaction of DrJ.
- h. Client makes all necessary arrangements for:
  - 1) the conduct of the evaluation and surveillance, including provision for examining documentation and records and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors.
  - 2) Investigation of complaints.
  - 3) The participation of observers, where applicable.
- i. Makes claims regarding certification only in respect of the scope for which certification has been granted.
- j. Does not use its product certification in such a manner as to bring DrJ Engineering, LLC into disrepute and does not make any statement regarding its product certification which DrJ may consider misleading or unauthorized.
- k. Upon suspension, withdrawal or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure.

- l. If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
- m. In making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of DrJ or as specified by the certification scheme.
- n. The client complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product.
- o. The client informs DrJ, without delay, of changes that may affect its ability to conform to the certification requirements. These changes may include, but are not limited to, the legal, commercial, organizational status or ownership, organization and management, modifications to the product or the production method, contact address and production sites, and changes to the quality management system affecting certification.
- p. DrJ maintains control over ownership, use and display of licenses, certificates, marks of conformity, and any other mechanisms for indicating a product is certified.
- q. Incorrect references to the certification scheme, or misleading use of licenses, certificates, marks, or any other mechanism for indicating a product is certified, found in documentation or other publicity, shall be dealt with by suitable action.
- r. A DrJ listing does not imply any guarantee or warranty (expressed or implied, and including but not limited to, merchantability) by DrJ against defects or failures in service nor any responsibility in regard to patent or trademark infringement, misuse of trade name or trade secrets, or any other aspect of unfair competition. Affirmative actions of DrJ are based primarily on the data submitted by the applicant and/or listee and the validity and integrity thereof as implicitly represented by the applicant and/or listee in submitting the same. Applicant agrees that it shall have no cause of action or claim against DrJ or the officers, directors, members and employees from time to time arising out of any listing issued pursuant to this application, whether or not such listing is subject to conditions, or out of any denial of this application. Applicant agrees to hold DrJ or any of their affiliates, parent, brother or sister corporations or their successor-in-interest or assigns, and the officers, directors, members, and employees of such harmless, and to defend and indemnify them, with respect to any claim, liability, action or judgment arising from the use or operation by any person of the product or service to which the application relates, actual or asserted, whether related to the matters set forth in the first sentence of this paragraph or otherwise, whether for personal injury, wrongful death, property damage, or any type of injury or damage whatsoever, whether or not of the same kind or nature as any of the foregoing.
- s. DrJ's rights pursuant to the foregoing sentence, and applicant's obligations thereunder, shall apply whether or not it is claimed that DrJ was concurrently negligent with others, solely negligent, actively or passively negligent, and whether or not the legal theory of the claimant(s) is on one of the foregoing grounds or some other. California law shall apply to the interpretation hereof. If any part or portion of this paragraph, or any application thereof to particular facts, should be determined invalid, the provisions hereof shall be severable so as to achieve for DrJ the maximum legal protection. If this application is for a renewal of an existing listing, the provisions of this paragraph shall apply from the date of first granting of that listing, whether upon application or without application by applicant or a predecessor and regardless of: intervening modifications to said listing or modifications pursuant to application for renewal; any prior change in the number assigned to the listing; and any prior change in ownership rights in or rights to said listing, or any additional listing included in the listing, whether one or more, since granting of said first additional listing. The person signing this application form must be a duly authorized officer of the company with full authority to execute an agreement on behalf of the applicant and bind the applicant to these terms, or be a person to whom such authority has been given by the applicant.
- t. Where evaluation reports from accredited certification bodies are used as the basis for provisions within a TER, the TER shall remain valid only while the underlying report is valid, unless additional information is provided to substantiate the development of the provisions. While DrJ routinely validates the on-going validity of the reports, it is ultimately the client's responsibility to inform DrJ of any change in the status of such report.



#### **Scope of Responsibility / Work, Operations Policies, and Legal Responsibilities**

- [Mission and Scope of Responsibility](#)
- [Product Evaluation Operations Concepts and Policies](#)
- [TERs Are Comparable to, Compatible with, and Equivalent to the Purpose of an ICC-ES ESR, IAPMO ER, Intertek IRR, Architectural Testing CCRR, etc.](#)
- [Legal Aspects of Product Approval](#)