

General Certification Agreement

Nemko Applicant Customer Number:	Effective Date:
Applicant's Name & Address:	
ASSA ABLOY Hospitality AS, Anolitveien 1-3, 1400 Ski	

1. Participation	The Applicant recognizes the value of an independent product certification system and desires to participate in the Nemko Canada, Inc. (Nemko) Product Certification Program.
2. Demonstration of compliance	Evidence of compliance with the requirements of the Certification Program is intended to be demonstrated through the issuance of a certificate, application of a Certification Mark or regulatory Label affixed to compliant products and listing with applicable regulatory authorities. It is understood that certification shall only be used to indicate compliance with the specific standards used for the certification.
3. Control of mark	Nemko is required to maintain strict control over the application of the Certification Mark or Label. This is done through a program of testing, evaluation, documentation, audit, and follow-up surveillance activities. Control of the Certification Mark is on a per-product and per-label basis.
4. Access	The Applicant agrees to allow access to requested samples and other reasonably requested information necessary to maintain and evaluate compliance with program requirements.
5. Advertising	The Applicant may use appropriate references to the Nemko Certification Mark in advertising materials in accordance with the limitations and requirements of the respective certification programs.
6. Program requirements, terms and conditions	The Applicant agrees to abide by all the requirements, terms and conditions of each Certification Program necessary to obtain and maintain certification. The requirements, terms and conditions of the Certification Program are updated periodically for business and regulatory purposes. When the requirements are changed, the Applicant will be notified and, the Applicant agrees to change to maintain compliance or terminate this agreement as set forth below.
7. Fees	Fees for services, inspections, evaluations, and other certification work will be identified in advance to the Applicant but will be a basis for withdrawing certification if not paid in a timely manner.
8. Product liability	The Applicant retains liability for manufacturing their product.
9. Identity	Applicant agrees to indemnify and hold harmless Nemko, its members, directors, officers, and employees against any and all liability, loss, costs, damages, reasonable legal fees and expenses of whatever kind or nature, which is proximately caused by: <ul style="list-style-type: none"> (a) Any breach by Applicant of the terms of this Agreement, including without limitation any failure to abide by the Requirements, (b) Any use of the Equipment, Process or Service by applicant in any manner that is not consistent with the Requirements, (c) Any use of the Certification Mark or other registered Nemko marks by applicant not authorized by Nemko in this Agreement or otherwise, (d) Any inspection under this Agreement except to the extent caused by the negligence or willful misconduct of Nemko, (e) Any event that occurs during the testing of the Equipment, except to the extent caused by the negligence or willful misconduct of Nemko, and (f) Any failure to make a material disclosure, or other misrepresentation, whether intentional or unintentional, made by Applicant to Nemko, but excluding any such liability, loss, cost, damage, legal fees or expense caused by any negligence or willful misconduct of Nemko, whether in acting or omitting to act, in granting the Certification Mark or other registered Nemko marks.

10. Termination by applicant	This Agreement may be terminated by Applicant at any time upon written notice to Nemko.
11. Termination by Nemko	This Agreement may be terminated by Nemko at any time upon notice, in writing, to Applicant if Applicant fails to comply with any of the terms and conditions of this Agreement, for non-payment of outstanding accounts, or, without cause upon 30 days prior notice, in writing, to Applicant.
12. Procedure of termination	Upon the suspension of certification or termination of this Agreement, the Applicant shall forthwith cease any reference to the certification in advertising media or other documentation, the use of the Certification Mark and Certificate. The applicant shall return to Nemko, or dispose of, certification documents as requested by Nemko Termination of this Agreement by whatever means shall not affect any liability of the parties existing as of the date of such termination and shall not relieve Applicant of its obligation to indemnify Nemko hereunder.
13. Term	This Agreement shall continue in effect for the lifetime of any certified product from the date of this Agreement.
14. Jurisdiction of venue	It is expressly understood and agreed by the parties that each has entered into this agreement in Ottawa, Ontario, Canada. Additionally, it is understood and agreed that any breach of this agreement or other determination in reference to the same shall be brought in accordance with the laws of the Province of Ontario in either Provincial or Federal Court and that venue lies exclusively in Ottawa, Ontario, Canada.

This agreement is entered into by the Applicant

Accepted by Nemko Canada Inc.

Name of Applicant: Bjørn Kolstad

Authorized Signature: 

S.C. Beck
Director of Certification

Date: 14.03.2017

Program requirements, terms and conditions

1. Certification of equipment	When a Certificate of Compliance is issued and applicable listing with the Authority having Jurisdiction, the Applicant is granted a non-exclusive, non-transferrable, non-assignable license to represent the Equipment as Certified and to use the Certification Mark specified in the manner set forth in the Labeling Endorsement and certification program requirements. Equipment shall be represented as certified only if it is marked as set forth in the certification program requirements.
2. Labels	<p>When the Labeling Endorsement authorizes Applicant to affix the Certification Mark as part of the Label:</p> <p>(a) Labels shall not contain the Certification Mark without the prior knowledge and written consent of Nemko;</p> <p>(b) Authorization to use the Certification Mark may be withdrawn by Nemko or its Representative for failure to comply with any part of this Agreement.</p> <p>(c) For products in production and in stock, Nemko or its Representative may require removal of the Nemko Mark or Label, or require that the product be made to comply with Nemko's requirements;</p> <p>(d) For products already shipped, Nemko or its Representative may require recall of such product for either removal of the Certification Mark or Label, or for reworking of the product so that the product is made to comply with Nemko's requirements.</p>
3. Certification of process or service	Nemko shall issue a Certificate to Applicant of a Certified Process, product or Service and grant Applicant a non-exclusive license to represent its Process, product or Service as Certified through the displaying of a Certificate, at the Location, which Certificate shall remain the property of Nemko and shall be returned to Nemko on demand. The issuance of a Certificate by Nemko does not constitute a license to represent as Certified any Equipment unless specified in writing by Nemko. The Certificate of Compliance, or any part thereof, shall not be used in a manner that may be misleading.
4. Advertising	Nemko will permit the use of appropriate references to Nemko or the text set out in the Labeling Endorsement, in advertising or promotional material solely in connection with the specific products that bear the Certification Mark, provided that in the opinion of Nemko the advertising or findings of Nemko and that the reference to Nemko in no way tends to create a misleading impression as to the nature of Nemko's findings, coverage's or Service, nor brings Nemko into disrepute
5. Compliance	The Equipment, Process or Service represented as Certified shall comply with all the Certification Program Requirements.
6. Inspections	Where required by the certification program requirements, Nemko may perform unannounced inspections of Applicant's Equipment, Process or Service at the Factory, Location or other premises. Samples of certified equipment may be removed by Nemko representatives for further testing and evaluation in accordance with the certification program
7. Factory regulations	Nemko shall direct its Representatives to exercise due care in complying with any factory safety, security regulations, and confidential proprietary information.
8. Free access	Any Nemko Representative or other party as required under accreditation or by law, shall have, at all times, during normal business hours, without advance notice, free and immediate access to any factory and/or facilities and to the places where the Equipment may be designed, manufactured, processed, tested, stored or located, or where the Process or Service is carried out, and shall receive the full cooperation of Applicant's staff to facilitate the inspection. Such personnel shall have access to any books and records to assist in determining compliance with the Certification Program
9. Extent of access	The right of a Nemko Representative to obtain such free access shall not be conditional upon the execution by the Representative or Nemko of any agreement, waiver or release which in any way affects the Representative's legal rights or the rights or obligations and any such document executed in contravention of this provision shall be without force or effect
10. Samples	Although Nemko attempts to keep the need for samples to a minimum, the Applicant shall furnish without cost to Nemko such samples of Equipment as may be required from time to time by Nemko for examination and testing purposes. Such samples will be returned at Applicant's expense if requested by Applicant. Nemko shall not be responsible for the condition of such samples as such samples may be damaged or destroyed during testing.

11. Confidentiality	<p>Nemko shall not, without Applicant's prior written consent, voluntarily disclose information obtained by Nemko in confidence which Applicant advises in writing in advance is proprietary, unless such information is</p> <ol style="list-style-type: none"> 1. already known to Nemko, 2. otherwise available to the public or 3. subsequently acquired from other sources, provided, however, that Nemko may disclose any information to <ol style="list-style-type: none"> i. Applicant, ii. Government authorities iii. Accreditation bodies that have entered into similar confidentiality requirements with Nemko, or iv. the public so far as may be prudent to warn the public as to safety and/or use of the equipment, in the opinion of Nemko.
12. Testing and certification	<p>The rights of Nemko under this Agreement do not relieve Applicant of any part of its obligations under this Agreement. Applicant recognizes that the opinions and findings of Nemko represent its judgment given with due consideration to the type of certification, the necessary limitations of practical operation and in accordance with its objects and purposes. Applicant recognizes that many tests specified in the Requirements may be inherently hazardous and agrees that Nemko neither assumes nor accepts any responsibility for any injury or damage to Applicant's property or personnel that may occur during or as a result of tests, whether performed in whole or in part by Applicant or Nemko, and whether or not any devices, test equipment, facility or personnel for or in connection with the test is furnished by Applicant or Nemko. Nemko has a documented Appeals process through which the applicant may appeal decisions of Nemko.</p>
13. Notification to Nemko	<p>Applicant shall notify Nemko if Applicant discovers that the Equipment, Process or Service has subsequent to certification been found to be potentially hazardous, been or may have been the cause of personal injury or property damage. In cases where the results of examination by an agency other than Nemko were relied upon by Nemko for certification of the Equipment, Process or Service Applicant shall notify Nemko if Applicant subsequently discovers said results to be invalid. Applicant shall notify Nemko of any proposed modifications to the certified product and await authorization from Nemko prior to applying the Certification label to the modified product.</p>
14. Corrective action	<p>Upon learning, from any source, that any Equipment that did not comply with the Requirements at the time that such Equipment left Applicant's control, Applicant shall promptly, at its own expense and in consultation with Nemko and applicable authorities having jurisdiction, take all reasonable steps to rework, recall, remove the Certification Mark from, or destroy, all such Equipment, notwithstanding that such Equipment may have been delivered to or is being held on behalf of a wholesaler, dealer, jobber, retailer or consumer, or that title to such Equipment has passed from Applicant, provided, however, that in such event, Applicant's obligations shall be limited to using its best efforts, in good faith, to secure the voluntary return or destruction of such Equipment or the voluntary removal of such Certification Mark by such wholesaler, dealer, jobber, retailer or consumer.</p>
15. Complaints	<p>The Applicant is obliged to ensure that a record of all complaints, from any source, and subsequent actions is maintained by all parties to the manufacture of the certified product. The records shall be available for inspection by Nemko representatives. All activities related to resolution of complaints are to be at no cost to Nemko.</p>
16. Temporary restrictions	<p>Nemko may, in the event of Applicant's default in respect of any terms of this Agreement and in deferral of termination rights, institute temporary restrictions on Applicant's right to represent its Equipment, Process or Service as Certified. Such restrictions may include the use of investigations, inspections or audits in excess of those normally applied, at Applicant's expense.</p>
17. Changes of record	<p>Applicant shall immediately notify Nemko when any change is made in the name or address of Applicant, a Factory, or Location. When an assessment of facilities and/or personnel has been a Requirement of certification, changes in any of these matters shall first have been accepted by Nemko.</p>
18. Termination by applicant	<p>This Agreement may be terminated by Applicant at any time upon written notice to Nemko. Applicant agrees to notify Nemko within 30 days after the discontinuation of the manufacturing of the product.</p>
19. Communications	<p>Any notice, communication or demand given or made pursuant to this Agreement shall be in writing and delivered by hand, sent prepaid by first class mail or sent by hard copied telecommunication addressed to the other party at its address as set out in the current Endorsement (unless amended by notice). Any such communication shall be deemed to have been received by the fifth business day following the mailing of such communication and when telecommunicated, shall be deemed to have been received when sent.</p>
20. Non-assignability	<p>This Agreement, including the license to use the Certification Mark or Certificate, shall not be assigned by Applicant and shall be binding upon and for the benefit of the parties hereto and their respective successors, administrators, heirs, executors and personal representatives.</p>