



PRODUCT SERVICE AGREEMENT

THIS AGREEMENT NO.

Dated

BETWEEN:

CANADIAN STANDARDS ASSOCIATION

a corporation without share capital incorporated under the laws of Canada ("CSA")

- and -

("Client")

THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

- **Certification Mark(s)** means the Certification Marks registered under applicable trade marks legislation which may be affixed to CSA Certified products; includes additional Certification Marks owned by or licensed to CSA which may be used as required by CSA.
- **Certification, Certified** an evaluation of samples of Equipment has been performed by CSA to determine compliance with applicable Requirements; Equipment constructed and marked in accordance with the Requirements shall be deemed to be Certified;
- **Certification Record** a list of items for which a client has been certified including equipment classification and identification, characteristics and permitted Factory locations;
- **Certification Report** a document issued by CSA describing the detailed construction, characteristics and evaluations performed in the Certification process;
- **Equipment** product submitted to CSA for Certification eligible to bear a CSA Certification Mark;
- **Factory** the facility from which Equipment may be represented as Certified and the only place at which the Certification Mark may be affixed, as noted in the Certification Record;
- **Label** the label referred to in section 1.2 of this Agreement;
- **Representative** a person designated as such by CSA;
- **Requirements** the requirements applicable to the Certified Equipment as interpreted by CSA.

CERTIFICATION

Section 1.1 *Certification of Equipment*: The Client is granted a non-exclusive licence to represent the Equipment as CSA Certified and to use CSA Certification Marks specified in the manner set forth in the Certification Report. Equipment shall be represented as Certified only if it is marked as set forth in the Certification Report.

Section 1.2 *Labels*: When CSA authorizes the Client to affix the Certification Mark by means of a CSA Label (for classifications under Label Service only):

- Labels shall be purchased exclusively from CSA on CSA's current applicable terms. In lieu of purchase of labels, the client may be authorized to make use of the CSA Label Licensing program.
- Labels shall only be affixed to products at the Factory for which they are designated to be affixed;
- any CSA Representative shall have the right to take possession of any or all unaffixed Labels in accordance with Section 4.2.

Section 1.3 *Advertising*: Registered CSA marks may appear in advertising or promotional material or other literature only in reference to the Equipment under this Agreement. References to CSA shall not be misleading as to the extent of Certification; the Client agrees to amend or discontinue the use of such advertising, promotional material or other literature upon the written request of CSA.

COMPLIANCE WITH REQUIREMENTS

Section 2.1 *Compliance*: The Equipment represented as Certified shall comply with all of the applicable product Requirements.

Section 2.2 *Inspections*: CSA performs unannounced inspections of the Equipment at the Factory or other authorized premises. Where advance notice is required for reasons of security or coordination purposes, CSA will give consideration to written requests where the Client has provided reasonable justification for such advance notice.

Section 2.3 *Factory Regulations*: CSA directs its Representatives to exercise due care in complying with any established factory safety and security regulations.

Section 2.4 *Access*: Any Representative shall have, at all times, during normal business hours, free access to any facilities where the Equipment may be designed, manufactured, tested or stored and shall receive the full cooperation

of the Client's staff to facilitate the inspection as required by this agreement and the requirements. Representatives shall not be required to sign any waiver or agreement as a condition of entry to the Client's facilities. Any document executed contrary to this provision shall be without force or effect. Confidentiality shall be respected as noted in Section 3.1 of this Agreement.

Section 2.5 *Samples*: CSA attempts to limit the need of samples for testing or reexamination to a minimum. The Client shall furnish without charge such samples of Equipment as may be required from time to time by CSA for examination and testing purposes. The samples will be returned at the Client's expense if requested by the Client or destroyed under supervision. CSA shall not be responsible for the condition of the returned samples as they may be damaged or destroyed during the examination and testing process.

CONFIDENTIALITY

Section 3.1 *Confidentiality*: CSA shall not voluntarily disclose proprietary information received from the Client without the Client's authorization. However, information acquired from the Client and other sources may be disclosed to the public so far as may be prudent to warn the public if a potential hazard exists in the opinion of CSA. In specific cases where information is requested by a REGULATORY AUTHORITY or by a COURT ORDER (or similar PROCESS), the Client will be advised of this request.

Section 3.2 *Third Party*: CSA in performing its function in accordance with its objects and purposes does not assume or undertake to discharge any responsibility of the Client to any other party or for compliance with applicable laws.

Section 3.3 *Testing and Certification*: The Client agrees to accept the opinions and findings of CSA. CSA has a process for appeals of decisions made by a CSA Representative and the Client agrees to exclusively use this process. Decisions are binding on CSA and the Client. The Client recognizes that many tests specified in the Requirements may be inherently hazardous and except for any negligent action or omission of CSA, agrees that CSA neither assumes nor accepts any responsibility for any injury or damage to the Client's property or personnel that may occur during or as a result of tests or examination at the Client's facilities.

NOTIFICATION AND CORRECTIVE ACTION

Section 4.1 *Notification to CSA*: The Client agrees to notify CSA of any reports of any serious injury or property damage it receives that directly involve Certified Equipment.

Section 4.2 *Corrective Action*: The Client agrees to cooperate with CSA and to undertake corrective actions, at the Client's expense, to ensure that Equipment bearing the CSA Mark is brought into compliance with the applicable Requirements. If corrective action is not taken, CSA reserves the right to take whatever legal recourse is needed to address the removal of the Certification Mark from the Equipment.

Section 4.3 *Temporary Restrictions*: In the event of the Client's default in respect of any terms of this Agreement, CSA may institute temporary restrictions on the Client's right to represent its Equipment as Certified. Such restrictions may include technical investigations, inspections or audits in excess of those normally applied, at the Client's expense, over and above the fees referenced in section 6.2, as determined by CSA for recovery of all costs.

INDEMNITY

Section 5.1 *Indemnity*: The Client agrees to hold CSA harmless, and to defend and indemnify CSA, its members, directors, officers and employees against any loss, liability, or damage, including reasonable legal fees, arising out of any misuse by the Client of the Certification Mark, any violation by the Client of the terms and conditions of this Agreement, the use or reliance upon any Requirement by the Client or the use of any Equipment bearing the CSA Certification Mark.

ADMINISTRATION

Section 6.1 *Changes of Record*: The Client shall immediately notify CSA when any change is made in the name or address of the Client or Factory. When an assessment of facilities and/or personnel has been a Requirement of Certification, changes in any of these matters shall be acceptable to CSA.

Section 6.2 *Annual Fees*: The Client agrees to pay to CSA an annual license fee within 30 days of the invoice date. The cost of CSA inspections may be included; if not, they will be billed on an as performed basis.

Section 6.3 *Other CSA Service Fees*: Over the period of the Agreement, the Client agrees to pay for any professional services or fees related to certification of new equipment, alternate construction evaluation or other changes to customer records to ensure continuity and accuracy. If requested by the Client, CSA agrees to provide a firm quotation prior to work being initiated.

TERMINATION

Section 7.1 *Termination by Client*: This Agreement may be terminated by the Client upon written notice to CSA. Refunds of annual fees may be provided on a pro-rated basis depending on the proximity of the termination date to the anniversary date. First year annual fees are non-refundable.

Section 7.2 *Termination by CSA*: This Agreement or any other Agreement with CSA may be terminated by CSA upon written notice or if the Client fails to comply with any of the terms and conditions of this Agreement or for non-payment of outstanding accounts. This Agreement may also be terminated by CSA upon reasonable notice if the Certification program is withdrawn by CSA.

Section 7.3 *Procedure on Termination*: Upon the termination of this Agreement the licence granted by CSA shall no longer apply. The Client agrees to immediately cease using the Certification Mark and to return all unused Labels

to CSA. The Client shall be entitled to a refund for all unused Labels in unbroken packages returned to CSA within 30 days of termination and which were purchased from CSA within one year of the date of termination. Termination of this Agreement by whatever means shall not affect any liability of the parties existing as of the date of such termination. Termination shall not relieve the Client of its obligation to indemnify CSA under the terms of this Agreement.

MISCELLANEOUS PROVISIONS

Section 8.1 *Communications*: Any notice, communication or demand given or made in reference to this Agreement shall be in writing and delivered by hand, mail or facsimile to the other party at its address as set out in the current Certification Record (unless amended by written notice). Communication shall be deemed to have been received on the 5th business day following mailing of such communication; facsimile communication or hand delivery shall be deemed to have been received when sent.

Section 8.2 *Non-Assignability*: This Agreement, including the licence to use the Certification Mark, shall not be assigned by the Client. This Agreement shall be binding upon and for the benefit of the Client and CSA and their respective successors, administrators, heirs, executors and personal representatives.

Section 8.3 *Term*: This Agreement shall continue in effect for a period of one year from the date of this Agreement and shall renew automatically for successive periods of one year unless terminated in accordance with Section 7.

Section 8.4 *Applicable Law*: This Agreement is governed by and shall be interpreted in accordance with the laws of the Province of Ontario and the laws of Canada.