



Self-Certification Statement, Waiver and Release

_____, herein known as Applicant, has read and agrees to the Terms of Use, the terms and conditions, program policies, etc. set forth by the DesignLights Consortium® (“DLC”), a program of Efficiency Forward, Inc. (“EF”), detailed at www.designlights.org, including application instructions for [Solid State Lighting \(“SSL”\)](#) products, [Horticultural](#) Lighting products, and [Networked Lighting Control](#) systems, Technical Requirements for [SSL products](#), [Horticultural](#) Lighting products and [Networked Lighting Control](#) systems, [Logo Use Guidelines](#), and [Surveillance Testing Policy](#). By executing this statement, Applicant represents, warrants and certifies that all model numbers submitted for qualification by Applicant meet DLC minimum requirements for all applicable parameters and performance metrics for each product or system type as described in the Technical Requirements that pertain to the application. If this application includes multiple products (where allowable), Applicant additionally certifies that all variations are within allowable variations for the application type.

Applicant acknowledges and agrees that EF reserves the right to cease operating any of the Qualified Product Lists (“QPLs”) or to alter or amend program policies, including Technical Requirements and QPL category definitions, fees and review timeframes at any time at its sole and exclusive discretion, and that such changes may result in the products/systems in this application being removed from the QPLs.

EF and its directors, officers, servants, employees, agents, representatives, and third-party contractors engaged by EF to assist with various aspects of the QPLs (together the “EF Parties”) make efforts to ensure that application review is done consistently, fairly and accurately, but Applicant understands, acknowledges and agrees that errors or omissions may occur and that the EF Parties make no guaranty, and shall bear no liability, with respect to the determination as to whether a product meets the Technical Requirements for qualification, or with respect to the decision to include or exclude any particular product/system on the QPLs or to cease operating the QPLs.

In addition, Applicant understands and acknowledges that payment of application fees does not guarantee that its products/systems will be qualified, only that its application shall be reviewed as provided herein per program policies and guidelines. If EF determines in its sole and exclusive discretion that any product/system submitted fails to meet the required performance specifications or that Applicant has made any misrepresentation regarding the selected category or product/system performance in connection with the application process or the QPLs, then the entire application may be rejected or active products may be de-listed from the QPLs. Applicant further acknowledges and agrees that (i) any such determinations shall be made at EF’s sole and exclusive discretion and (ii) while the EF Parties may furnish Applicant with feedback regarding a rejected application or product/system de-listing, the EF Parties are under no obligation to do so.

Applicant hereby waives and completely releases any and all claims, causes of action, suits, or rights of any kind whatsoever and in any jurisdiction against the EF Parties that it might have, for any loss, damage, injury, cost or expense resulting from or in connection with the application process and the

QPLs, including but not limited to, Applicant's application, the definition of QPL categories, the determination as to whether Applicant's product or any other product meets or maintains the Technical Requirements for qualification, the determination as to Applicant's eligibility to list products/systems on the QPLs, and EF's decision to include or exclude any particular product/system on the QPLs.

Applicant further agrees to indemnify, defend and hold harmless the EF Parties, from any and all claims by any person, firm, corporation or others, for any damages, loss or claims, of any nature, resulting from or in connection with Applicant's application and, EF's determination as to Applicant's eligibility to list products/systems on the QPLs, and whether Applicant's product(s) meets the Technical Requirements for qualification.

Applicant understands and acknowledges that EF is an independent 501(c)(3) public charity, and operates the QPLs in furtherance of its conservation and environmental protection mission as a public interest informational service, and not for the private benefit of any individual, company or product manufacturer. Applicant further understands and acknowledges listing on QPLs is not an endorsement by EF and does not guaranty any utility rebates or other commercial benefits. EF is not affiliated with any utility or state or federal agency.

EF does not get involved with warranty disputes between/among manufacturers or distributors.

Logo Guidelines Compliance Statement

Applicant has received and has read a copy of the [DLC Logo and Trademark Use Guidelines](#), which outlines the policies of the DLC and responsibilities of any stakeholder in the DLC program. The applicant understands, accepts, and agrees to be in compliance with the DLC Logo and Trademark Use Guidelines. Furthermore, the Applicant understands that any failure to follow these guidelines, either by the Applicant, the Applicant's company, or the Applicant's distributor, may result in the suspension of all new applications by this company and the removal of all existing products/systems for the DLC QPLs for up to 18 months. Repeated violation of the DLC Logo and Trademark Use Guidelines will result in a permanent ban and fines.

EF does not get involved with trademark disputes between/among manufacturers or distributors.

Surveillance Testing Compliance Statement

Applicant has received and has read a copy of the [DLC Surveillance Testing Policy](#), which outlines the policies of the DLC Surveillance Testing Program; understands and acknowledges that all products submitted for qualification on the QPL are required to be in compliance with the DLC policies; and agrees to participate in the DLC Surveillance Testing Program. Furthermore, the Applicant understands that any failure to participate either by the Applicant or the Applicant's company, may result in the delisting of selected products/systems and all associated products/systems including family members and private labels of the selected product/system. Repeated refusal to participate may include

suspension of all new applications by this company and the removal of all existing products/systems for the DLC QPLs for up to 12 months.

Safety Certification Compliance Statement

Applicant understands and acknowledges that all products submitted for qualification on the DLC SSL QPL or Horticultural Lighting QPL are required to provide evidence that a safety certification has been obtained and that the products being sold will bear the proper markings from the safety organization, and further, attests that documents provided constitute evidence of such certification for products included in the associated application for listing on the DLC SSL QPL or Horticultural QPL. Products must be certified by a safety certification organization to the applicable safety standard in the United States or Canada. In the United States, this means a safety certification body recognized by OSHA (see <https://www.osha.gov/dts/otpca/nrtl/nrtllist.html>). In Canada, this means a certification body recognized by the Standards Council of Canada (see <https://www.scc.ca/en/accrreditation/product-process-and-service-certification/directory-of-accredited-clients>). Applicants must ensure the safety listing remains up to date for any qualified products on the DLC SSL QPL and Horticultural Lighting QPL.

If EF determines in its sole and exclusive discretion that any product submitted fails to be covered by the appropriate safety certification or that the Applicant has made any misrepresentation regarding its safety certification status, the entire application may be rejected and products of the Applicant that are already qualified and listed may be removed from the relevant QPLs.

IN SIGNING THIS SELF-CERTIFICATION STATEMENT, WAIVER AND RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I am fully authorized to represent and bind Applicant and that Applicant owns the rights to all products submitted for evaluation.

I have read the foregoing, understand it and sign it voluntarily as my own free act and deed.

Name of Company

Name and Title of Signatory

Signature of Applicant

Date