



## Self-Certification Statement, Waiver and Release Networked Lighting Control Systems

\_\_\_\_\_, 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](http://www.designlights.org), including application instructions, technical requirements, and logo guidelines. By executing this statement Applicant represents, warrants and certifies that all Networked Lighting Control Systems submitted for qualification by Applicant meet DLC minimum requirements for all applicable parameters such as networking of luminaires and devices, occupancy sensing, daylight harvesting, high-end trim, programmable zoning, luminaire and device addressability, and continuous dimming, as defined by DLC Networked Lighting Control Technical Requirements.

Applicant acknowledges and agrees that EF reserves the right to cease operating the Qualified Product List ("QPL") or to alter or amend program policies, including technical requirements and QPL category definitions at any time at its sole and exclusive discretion, and that such changes may result in the products in this application being removed from the QPL.

EF and its directors, officers, servants, employees, agents, representatives, and third-party contractors engaged by EF to assist with various aspects of the QPL (together the "EF Parties") make efforts to ensure that application review is done 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 certification, or with respect to the decision to include or exclude any particular product on the QPL or to cease operating the QPL.

In addition, Applicant understands and acknowledges that payment of application fees does not guarantee that its products 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 submitted fails to meet the required performance specifications or that Applicant has made any misrepresentation regarding the selected category or product performance in connection with the application process or the QPL, then the entire application may be rejected. 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, 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 QPL, 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 the technical requirements for certification, the determination as to Applicant's eligibility to list products on the QPL, and EF's decision to include or exclude any particular product on the QPL.

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 on the QPL, and whether Applicant's product meets the technical requirements for certification.

Applicant understands and acknowledges that EF is an independent 501(c)(3) public charity, and operates the QPL 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 QPL 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.

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