



## **De-listing Application Request Self-Certification Statement, Waiver and Release**

\_\_\_\_\_, herein known as Applicant, has voluntarily requested that specific products be de-listed from the active Qualified Product List (“QPL”), and 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, logo guidelines, and the surveillance testing policy. By executing this statement Applicant represents, warrants and certifies that all model numbers requested for de-listing by Applicant will abide by the logo guidelines and will not be marketed as DLC qualified.

In addition, Applicant understands and acknowledges that voluntary de-listing of products is permanent and any product voluntarily de-listed cannot be re-listed with the same model number. Applicant understands that any de-listing request for Original Equipment Manufacturer (“OEM”) products will cause any associated Private Label products to also be de-listed; and that any parent products (OEM or Private label) that are delisted will cause all child products to also be delisted; and that the OEM is responsible to notify any Private Label Organizations of the de-listing. 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 request for de-listing, original or update application, the definition of QPL categories, the determination as to whether Applicant’s product or any other product meets the technical requirements for qualification, 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 or de-listing of products 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 qualification.

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