

Ecospecifier Verified Product Program Terms and Conditions

What is the purpose of this document?

To establish the principal agreement between the Applicant and Ecospecifier Pty Ltd operating the Ecospecifier Verification Scheme (hereinafter referred to as Ecospecifier) and associated financial, copyright and procedural arrangements.

1.0 Payment of Fees

All applicant fees need to be paid (in full, unless otherwise agreed in writing), along with an adequately filled questionnaire sheet, product information (including relevant constituents list, Material Safety Data Sheet and test certificates/reports), signed Terms & Conditions and Declaration/Renewal Declaration received before assessment will commence.

2.0 Expedited Listing

An expedited listing premium of 30% is applied to the total if listing is required within less than normal 6-8 weeks assessment timeframe. Scope of expedited listings must be arranged prior to payment to ensure that our work program will indeed permit the expedited order to be filled in the 2 week timeframe set for expedited listings.

3.0 Licence Period

The 12 month licence period will begin from the date the first Verification Certificate is issued for any individual product. A product licence will be extended annually for Years 1, 2 and 3, provided annual Renewal fees and Renewal Declarations are provided as per clause 4.0 below. **Re-verification will be required in each Year 4.**

4.0 Licence Renewals

4.1 Annual Renewal: Payments for each anniversary renewal in Years 2 and 3 (where Discount Renewal Option below is not taken up) are due minimum 1 month (30 days) before the end of each licence period.

Additionally, all renewals require the Ecospecifier Verified Renewal Declaration Form to be completed and returned at with any renewal fee payment.

Ecospecifier offers as standard practice a once-off 20% discount on each Year 2 renewals. The 20% discount will be based on the initial verification fee only and an annual increment in line with inflation may be applied.

Licence to use the Ecospecifier Logo Graphic expires on the 12 month anniversary as notified or 12 months from the date of first verification certificate issued relating to any individual product.

4.2 Discount Renewal Option: For applicants who pay Year 2 renewal at the same time as the Initial (Year 1) fee, Year 3 fees will be waived. E.g. Year 1 Fee (R20000) + Year 2 fee paid at the same time (R1600) + Year 3 (R0) i.e., the total for 3 years is R36000.

Applicants that have paid multiple years in advance are still required to complete and return the Ecospecifier Verified Renewal Declaration form, 1 month prior to the 12 month anniversary date.

5.0 Re-Verification in Year 4

Payment for the first year in each new 3 year cycle is due 3 months (90 days) before the end of the 3rd year anniversary date to allow sufficient time for re-verification. Full re-verification fees will be applied as per the standard new verification assessment fee at that time.

6.0 Verification Re-evaluation



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Any issues that necessitate a re-verification (or part thereof) of product's content, assessment or online listing will be charged at an hourly rate of R1600 p/h. Minor changes may not incur a fee. It is at Ecospecifier's discretion as to whether the changes requested are considered minor.

7.0 Manufacturer's Responsibility

Manufacturers or suppliers (herein after called manufacturer) understand that it is their responsibility to provide required/requested information, adequately filled out questionnaire, signed Terms & Conditions and Declaration/Renewal Declaration prior to the commencement of the product assessment process to Ecospecifier. This assessment would normally take between 6-8 weeks to complete once all the above information has been adequately provided, however this may vary.

It is also the manufacturer's responsibility to notify Ecospecifier, subsequent to the upload of any information onto our online database, of any changes to the product including but not limited to, specifications or constituents of their product/s listed on the Ecospecifier product database. If Ecospecifier ascertains that there has been a change in the product's specification that warrants a re-assessment Ecospecifier reserves the right to immediately remove the listing and to charge a new assessment fee. The manufacturer indemnifies Ecospecifier for any loss due or damage due to inaccurate, misleading or outdated information published as a result of action or inaction by the manufacturer if Ecospecifier has not been immediately notified and correct information supplied to our Technical Assessment office by email and hardcopy via mail (address below).

8.0 Definitions of First & Subsequent Products "Within a Product Range"

Where second and subsequent products are based on essentially similar raw materials and manufacturing processes, Ecospecifier is required to do less assessment and data entry overall. In this instance a 'subsequent products' classification may be applied. It is at Ecospecifier's discretion as to whether a second or subsequent product is subject to the lower 'similar product within a product range' fee. Where multiple product listings are applied for and all are dissimilar or largely dissimilar or where the products sit within different Green Building Rating Scheme e.g. Green Star, LEED, etc. credits, the 'first product' fee shall apply in all instances.

9.0 Non-refundable portion

If after an indicative review has provided an initially positive response and the assessment proceeds to a full assessment but the product in the final review is not listed, a minimum non-refundable assessment fee of R4500/product will apply if the product is rejected by Ecospecifier on Technical Grounds. The product may also be rejected as a result of inaction on behalf of the manufacturer. Charges for assessments rejected on the basis of inaction are based pro-rata on current hourly rates for relevant personnel committed before termination of the listing. Termination may be invoked at the complete discretion of Ecospecifier after 60 days of inaction by the manufacturer in response to any contact or question/s asked by email or phone by Ecospecifier staff. Ecospecifier will notify the manufacturer its intent to terminate the assessment at least 7 days prior to termination by email and phone to the manufacturer's nominated liaison contact.

10.0 Product Listing Examples

The product listing examples used in the 'Information for Manufacturers' document provided in association with the Ecospecifier proposal to demonstrate available listing options are indicative only and the final content of any listing will be relevant to the information provided by the manufacturer/supplier and considered with relevance to the purposes and intent of Ecospecifier. The content of any listing is at the sole discretion of Ecospecifier. Ecospecifier reserves the right from time to time to vary standard listing content offers in line with our policy of constant improvement for the benefit of users and manufacturers overall.

11.0 Product Listing Content

The final content of any product verification and report (as published and including online) will be relevant to the conformance of the product to the scope and requirements of the Ecospecifier Verification Standard as well as key green building rating tools. The content of any verification report is at the sole discretion of the Ecospecifier Program Director. Ecospecifier reserves the right from time to time to vary the Ecospecifier Verification Standard, verification process, Terms and Conditions and report formats or content in line with our policy of constant improvement for the benefit of users and manufacturers overall (see also clause 16.0).



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12.0 Product Verification – Applicant Input

Applicants will be invited to comment on content of verification report for accuracy but will not be permitted to promote outcomes or edit content beyond ensuring the integrity of the information. If a disagreement arises that cannot be mutually resolved, the Ecospecifier Program Director reserves the right to withdraw or withhold or terminate the verification process and clause 9.0 will apply.

13.0 Copyright

All aspects of the assessment and written content of product listing resulting from the application remains the copyright of Ecospecifier. Any use of any part of the listing content without the specific written approval of Ecospecifier is prohibited. Ecospecifier may give permission for limited extracts to be used under certain conditions. The images, brochures and other graphic material provided to Ecospecifier remain the copyright of the manufacturer. Breach of the copyright terms may lead to permanent removal from any Ecospecifier online database and other legal action or remedy.

14.0 Use of the Ecospecifier Logo or Registered Name

The use of the Ecospecifier logo or any reference to the name Ecospecifier (except in the approved context of a current subscription to a Verified Product Listing/s) is also prohibited. A selection of Ecospecifier - Approved Art files will be made available only to manufacturers that subscribe to 'Enhanced Content' or 'Premium' Product Listing/s for use on any printed or digital promotional or packaging applications which pertain specifically to the Ecospecifier listed Products produced or supplied by their company. The artwork **CANNOT BE ALTERED** without prior approval from Ecospecifier. If the product listing is not renewed by the manufacturer or Ecospecifier for any reason, the manufacturer must remove the logos from all marketing materials within 60 days. Manufacturers who use the logo inappropriately and/or after product/s formulations or specifications are changed and/or after renewal invoices remain unpaid after 60 days from invoice agree to indemnify Ecospecifier from any costs associated with legal action howsoever caused as a result of this action or inaction respectively.

15.0 Special Discounts

Any special introductory fees for Ecospecifier Manufacturer Services are only applicable for the first year. A discounted fee on the renewal of the service may be available but will be based on the price of the service at the time of renewal.

16.0 Modifications to the Standard and Assessment Processes

Ecospecifier reserves the right to upgrade and review the content of the Ecospecifier Verification Standard and/or assessment processes and impose any new conditions or standards at the beginning of each new 3 year period. Such upgrades to the standard will not be without the required notification, consultation and review periods as required by the Ecospecifier Verification Standard.

17.0 Modification of these Terms and Conditions

Ecospecifier reserves the right to change, modify or alter this Licence Agreement at any time, without prior notice. Such modifications shall become effective immediately upon the updated version becoming available on www.ecospecifier.co.za, and Ecospecifier does not assume any additional obligations for notifying applicants or Licence Holders.



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18.0 Signature

Agreed on Behalf of _____
(Company Name)

By _____
(Name)

Position _____
(Director, Principal or Secretary)

Date _____

Signature _____

Witness Name _____

Witness Address _____

Witness Signature _____

Date _____

