

Performance Certification Program for
Forced Circulation Air-Cooling and Air-Heating Coils



**PERFORMANCE CERTIFICATION AGREEMENT FOR ORIGINAL EQUIPMENT
MANUFACTURER (OEM)**

Between

AIR-CONDITIONING, HEATING, AND REFRIGERATION INSTITUTE

and

A.C Humidin Air Systems Pvt Ltd

Return to:

AHRI
2311 Wilson Boulevard, Suite 400
Arlington, VA 22201

This Certification Agreement ("Agreement"), made this **October 19, 2022** by and between the AIR-CONDITIONING, HEATING AND REFRIGERATION INSTITUTE ("AHRI"), a non-profit Virginia corporation, having its principal office at 2311 Wilson Boulevard, Suite 400, Arlington, Virginia 22201, and **A.C Humidin Air Systems Pvt Ltd** having its principal office at **Plot C-18, Sector A2, Tronica City Industrial Area, Loni, Uttar Pradesh 201102, India** ("Licensee").

WHEREAS, AHRI maintains a voluntary performance certification program, the **Forced Circulation Air-Cooling and Air-Heating Coils** Certification Program ("Certification Program") for equipment within the product scope defined in the **Forced Circulation Air-Cooling and Air-Heating Coils Operations Manual** ("Product-Specific OM"), and has established the General Operations Manual for AHRI Certification Programs ("General OM");

WHEREAS, it is in the public interest that the Certification Program be accepted and used by the industry to verify manufacturers' claims of product performance, to avoid confusion in the market, and to provide a useful and accurate basis of comparison for purchases of equipment covered by the Certification Program;

WHEREAS, the Licensee manufactures products within the scope of the Certification Program ("Certified Products"), desires to participate in the Certification Program, and agrees to abide by the requirements of the Certification Program's governing documents;

WHEREAS, AHRI maintains an online Directory of Certified Product Performance ("AHRI Directory") where the performance ratings of Certified Products are displayed pursuant to the parameters set forth in the General OM and Product Specific OM for the benefit of consumers, utilities, and other interested stakeholders;

WHEREAS, AHRI or other pertinent government or industry association has established a performance rating standard, **AHRI Standard 410** ("Standard") which will be used by the Certification Program and by which the Licensees' Certified Products' performance will be rated and measured;

WHEREAS, the Licensee recognizes that this Agreement shall confer upon the Licensee a duty to abide by the terms of this Agreement, and all requirements of the Standard, the General OM, and the Product-Specific OM (collectively referred to as the "Governing Documents") of the Certification Program, the most recent versions of which are incorporated by reference into this Agreement;

WHEREAS, in order to identify Certified Products whose performance has been certified under the Certification Program, AHRI has created, promoted, maintained, and registered the AHRI Performance Certified Mark ("Mark") set forth in Appendix A;

WHEREAS, the Licensee acknowledges that AHRI has valuable good will associated with the Mark and with its name, trade names, service marks, and the logos and graphic presentations associated with these intellectual properties; and

WHEREAS, the Licensee desires to obtain, and AHRI is willing to grant, a license to use the Mark as specified in the AHRI Brand Usage Guide ("Guide") in connection with Licensee's marketing, promotion, and distribution of its equipment in the U.S. and Canada, or other geographical market as specified by the Product-Specific OM, under the terms and conditions stated in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, AHRI and the Licensee agree as follows:

1. Grant of License

- 1.1 AHRI grants to the Licensee, subject to the terms and conditions set forth in this Agreement, a non-exclusive license to use the Mark as shown in Appendix A, in publications, advertising, and other communications issued by the Licensee related to equipment covered by the Certification Program and sold by the Licensee. The Mark(s) shall be used to identify only Certified Products and the Licensee shall ensure that the Mark is implemented and displayed accurately, consistent with the Guide and the Governing Documents.

2. Duties of Licensee

- 2.1 The Licensee acknowledges that the license to use the Mark(s) establishes a duty upon the Licensee to comply with the terms of this Agreement and the Governing Documents. The Licensee acknowledges that from time to time, the Governing Documents will be updated and amended. Amendments to the Governing Documents will be incorporated into this Agreement in accordance with the procedures set forth in Section 6.1. The Licensees agree to abide by the terms of the most recently amended Governing Documents, or to terminate the Agreement as set forth in Section 6.1. Upon termination of this Agreement for any reason, all rights granted under this Agreement shall immediately revert to AHRI.

- 2.2 The Licensee agrees to display the Mark(s) on all Certified Products. Licensee agrees to display the Mark in a manner that is clear and accurate, and does not suggest or imply that AHRI endorses any specific manufacturer or distributor. Display of the Mark(s) shall not imply that certification extends to a unit or component that is not a Certified Product.
- 2.3 The Licensee acknowledges that it is a manufacturer of equipment covered by the Certification Program. The Licensee agrees to comply with the requirement that all equipment sold or manufactured by the Licensee that is covered by Certification Program must be certified (the "Certify-All Rule") consistent with the requirements of the Governing Documents.
- 2.4 The Licensee agrees that it will use the Mark only in connection with Certified Products that are manufactured and sold by the Licensee under its own name and/or brand name ("Product Brand Name") that the Licensee has prospectively identified to AHRI. Licensees will identify Product Brand Names by electronically updating and submitting the Product Brand Name information for the Licensee via the Licensee portal on the AHRI Directory. The Licensee may update its designated Product Brand Names at any time during the term of this Agreement.
- 2.5 In the event that the Licensee provides copies of certification documents to third parties, the Licensee agrees that all documents shall be reproduced in their entirety, without omissions or alterations.
- 2.6 While complying with the requirement that all equipment sold or manufactured by the Licensee that is covered by the AHRI Certification Program must be certified, the Licensee agrees that it will use the Mark and claim certification only in connection with equipment covered by the Certification Program that is sold by Licensee under its own name and/or a brand name that the Licensee has identified in the AHRI Certification Directory.
- 2.7 The Licensee agrees that it shall only reproduce the Certification Mark in either black or blue color per the specifications identified in Appendix A.

3. Fees and Assessments

- 3.1 The Licensee agrees that it will make prompt and full payment of all fees and assessments as may, from time to time, be established by AHRI in accordance with the Governing Documents.
- 3.2 The annual licensing fee may be changed at the discretion of the AHRI, but no such change shall be effective until at least thirty (30) days' written notice by mail or electronic means has been given to the Licensee.

4. AHRI's Right to Publication and Intellectual Property

- 4.1 AHRI shall have the right to publish in the AHRI Directory, the name of the Licensee, the Product Brand Names of the equipment, model numbers, AHRI Performance Certified Ratings, and such other information as AHRI deems relevant to the ratings of the Certified Products, pursuant to the Governing Documents or the approval of applicable AHRI members, Licensees, committees or the Board of Directors in accordance with the procedures set forth in the AHRI Bylaws.
- 4.2 All data, information, reports and other documents submitted by the Licensee under this Agreement may be used by AHRI in accordance with the Governing Documents in furtherance of the Certification Program. Subject to the confidentiality provisions of Section 10, all data, information, reports and other documents created or prepared by AHRI or its agents under this Agreement, including AHRI testing, are the property of AHRI ("Work Product"). It is understood that any Work Product produced under this Agreement is the property of AHRI.
- 4.3 Subject to the confidentiality provisions of Section 10, AHRI has the exclusive right to sell and/or license any Work Product, as well as any relevant information published in the AHRI Directory or similar public-facing database.
- 4.4 Subject to the provisions of Section 4.1, and as set forth in AHRI Governing Documents, or as approved by applicable AHRI members or the AHRI Board of Directors or its committees pursuant to AHRI Bylaws, Licensee data submitted by the Licensee or created or prepared by AHRI shall be treated as Confidential Information under Section 10 of this Agreement.

5. Indemnification

- 5.1** The Licensee agrees to defend, indemnify and hold harmless AHRI, its members, directors, officers, employees, agents and representatives against any and all direct liability, loss, costs, damages, attorneys' fees and expenses, which AHRI may sustain or incur by reason of any third party claim against AHRI resulting from any acts or omissions of the Licensee. The provisions of this Section survive the termination of this Agreement.

The Licensee's obligations to defend, indemnify and hold harmless shall be subject to AHRI providing prompt (within 30 days) notice to the Licensee of all claims and the commencement of any suit, action or proceeding in respect of which indemnity may be sought. The Licensee shall have control of the selection of counsel and the defense of all claims. AHRI shall cooperate at the request and cost of the Licensee in the defense of all claims for which indemnification is sought.

- 5.2** The Licensee will have no obligation to defend and will not be responsible for any costs, damages or attorney's fees for any third party claim that the Mark infringes the trademark, service mark or certification mark of such party, or any third party claim resulting from the negligence or willful or intentional misconduct of AHRI.

6. Amendments to Standards or Agreement

- 6.1** AHRI agrees to give to the Licensee written or electronic notice of the text of any amendments to the Standard, General OM, Product-Specific OM, or this Agreement at least thirty (30) days prior to the effective date of an amendment. All amendments to the Standard, General OM, Product-Specific OM, or this Agreement will be strictly subject to AHRI's document amendment and development procedures, where applicable.

- 6.2** The Licensee, by written notice sent to AHRI within thirty (30) days of the date of notice of any such amendment, may terminate this Agreement. In the event of any such termination, all rights granted to the Licensee under this Agreement shall cease on the effective date of such amendment. The Licensee agrees that in the event it does not give such written notice of termination as provided above, it will comply fully with such amendment.

7. Termination

- 7.1** This Agreement may be terminated by either party without cause, upon thirty (30) days' written notice to the other party. AHRI reserves the right to a reasonable interval of time after a termination request is made to AHRI to verify the adequacy of the authority of the party requesting the termination. If this Agreement is terminated by AHRI without cause, the Licensee will receive a refund of any participation fees paid that have yet to be applied towards tests yet to be conducted.

- 7.2** This Agreement may be terminated for cause by AHRI upon a written determination that the Licensee failed to comply with any provision of this Agreement, or failed to abide by the Certification Program requirements, as directed by the Governing Documents, or failed to timely pay the Licensing or Participation fees or other applicable assessments.

- 7.3** The Licensee agrees that when this Agreement is terminated, the license to use the Mark is immediately revoked and:

7.3.1 The Licensee shall not claim or imply in any way that its product is certified by AHRI;

7.3.2 The Licensee shall recall and destroy all literature of any kind bearing reference to AHRI Performance Certification;

7.3.3 AHRI will remove the Licensee's name and complete listings from the AHRI Directory; and

7.3.4 AHRI shall have no responsibility for any errors made in good faith in giving such notice or removing data from the AHRI Directory.

8. No Restraint on Trade

- 8.1** Notwithstanding any of the foregoing covenants and agreements, it is expressly understood between the Parties that nothing in this or any other agreement by and between Parties shall be construed or interpreted as an agreement, promise or commitment to limit, eliminate or otherwise restrict the production of any equipment covered by the Certification Program.

9. Term

- 9.1** The term of this Agreement shall be for three (3) years from the date of signature by the Licensee and shall be automatically renewed for successive one-year periods unless the Licensee notifies AHRI in writing that this Agreement will not be renewed at least thirty (30) days prior to the end of the current term.

10. Confidentiality

- 10.1** The Licensee and AHRI shall use all reasonable efforts to hold in confidence and maintain in a secure environment, subject to safeguards against improper disclosure, all data and other information which is supplied by the other party under this Agreement and reasonably identified as being confidential at the time of disclosure ("Confidential Information"). For a period of five (5) years from the date of termination of this Agreement, AHRI will continue to retain and hold in confidence data and information obtained from the Licensee under this Agreement and reasonably identified by the Licensee as being confidential; at the conclusion of such period AHRI will destroy the data and information.
- 10.2** Notwithstanding the above, there shall be no restrictions under this Agreement with respect to any portion of the Confidential Information which:
- (a) is known to the Receiving Party at the time of its disclosure without breach of this Agreement;
 - (b) is or becomes publicly known through no wrongful act of the Receiving Party;
 - (c) is received from a third party without breach of the restrictions contained in this Agreement;
 - (d) is independently developed by the Receiving Party without breach of the restrictions contained in this Agreement;
 - (e) is furnished to any third party by the Disclosing Party without a similar restriction on the Receiving Party's rights;
 - (f) is approved for release by the Disclosing Party;
 - (g) is required to be disclosed by any laws (including any rules of a stock exchange) or by lawful compulsory legal process;
 - (h) is disclosed by the Licensee to its related corporations and professional advisors to make informed business decisions in connection with this Agreement.
- 10.3** Personal data will be processed by AHRI as the controller within the meaning of data protection law, and where applicable by its service partners, with due regard to the data protection regulations applicable to the support and information provided to customers and interested parties and the performance of the offered services (legal basis: Art. 6, Parag. 1, letter b of the EU-GDPR).

In accordance with the principal data minimization and data avoidance, only that data which is absolutely necessary for the aforementioned purposes will be processed. Personal data will of course be treated as confidential and protected as best as possible by means of appropriate security measures. Only authorized persons engaged in providing technical, commercial and customer administration support will have access to the Client's data. Naturally, appropriate job processing agreements have been concluded to the extent legally required. Personal data will be retained until the contractual relationship with AHRI is terminated and also until data is no longer needed for other legal reasons (e.g., due to statutory retention periods). Every client has the right to complain about this data processing to the competent data protection supervisory authority and may demand, subject to fulfilment of the legal conditions, information, rectification, erasure or restricted processing, object to the processing or assert his right to data transferability. The AHRI Data Protection Officer will be glad to answer any questions on this subject. Air-Conditioning, Heating, & Refrigeration Institute (AHRI), 2311 Wilson Boulevard, Suite 400, Arlington, VA 22201-30001; 703-524-8000; dataprotection@ahrinet.org.

11. Relationship of Parties

- 11.1** This Agreement is not intended, and should not be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Neither party may be held liable for acts of omission or commission of the other party, and neither party is authorized to or has the power to, obligate or bind the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided in this Agreement.

12. General Provisions

- 12.1** This Agreement, and the rights, duties and obligations of the parties shall not be assignable by a party, without the prior written consent of the other party, and any purported assignment in the absence of such consent shall be void.

- 12.2** All notices which are required to be given or submitted pursuant to this Agreement shall be made in writing and shall be deemed given when (a) deposited with the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested; (b) deposited with a nationally recognized overnight mail delivery service; (c) sent by facsimile; (d) sent by email or other electronic means; or (e) delivered in person; all to the last address of record of each party being notified which is maintained by the other party in the ordinary course of business.

Any notice or demand required to be made under this Agreement to the Licensee shall be given to:

Licensee: **A.C Humidin Air Systems Pvt Ltd**

Any notice or demand required to be made under this Agreement to AHRI shall be given to:

Vice President, Certification Programs
Air-Conditioning, Heating, & Refrigeration Institute
2311 Wilson Boulevard, Suite 400
Arlington, VA 22201
Facsimile: (703) 562-1942

Either party may by written notice change the address or the identity of the person to whom any notice is to be sent.

- 12.3** If any provision of this Agreement, as applied to any party or to any circumstance, shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of this Agreement; provided, however, that nothing in this provision shall adversely affect the fundamental benefits received by the parties under this Agreement.
- 12.4** A waiver by any party of any of the terms and conditions of this Agreement in any one instance shall not be deemed or construed to waive any such term or condition for the future, or of any subsequent breach thereof, nor shall it be deemed a waiver of performance of any other obligation under this Agreement.
- 12.5** This Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement and supersedes all prior and collateral agreements, understandings, statements and negotiations of the parties relating to the subject matter of this Agreement.
- 12.6** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- 12.7** The parties' obligations under sections 7.3. Effect of Termination, 10. Confidentiality, and 12.11 will survive the termination of this agreement
- 12.8** In the event of a change of name or merger by AHRI, all terms, provisions, and conditions of this Agreement will apply to the new organization exactly as they did to the old.
- 12.9** In the event of a change of name or a merger by the Licensee, the Licensee shall, within 30 (thirty) days, execute a new Agreement. However, the Licensee may transfer applicable data, information, or standing from the original Licensee to the new Licensee and the new Licensee shall not be required to requalify any previously qualified Certified Product.
- 12.10** The titles of the sections and paragraphs of this Agreement are for convenience only and shall not in any way effect the interpretation of any provision or condition of this Agreement.
- 12.11** The Licensee shall not bring any false accusations against, nor slander, nor libel, nor disrepute AHRI, the AHRI Certification program or the AHRI Mark.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate. The persons signing on behalf of the parties to this Agreement warrant that they have the legal authority to execute the Agreement.

For A.C. Humidin Air Systems Pvt Ltd
Licensee: A.C. Humidin Air Systems Pvt Ltd

By: [Signature] Director
(Signature)

Date: 19/11/2022

Official Title: DIRECTOR

AHRI: AIR-CONDITIONING, HEATING, AND REFRIGERATION INSTITUTE

By: _____
(Signature)

Date: _____

Official Title: Vice President, Certification Programs

APPENDIX A

AHRI Performance Certified Mark

Contact the AHRI Certification Department for an electronic or printed copy of the AHRI Performance Certified Mark.

A.1 Application of the AHRI Certification Mark

A1.1 Color

Generic Marketing Application and Product Labels: PMS 300, C=100, M=42, Y=0, K=0, R=0, G=101, B=189, HTML: #0065BD or Black.

If the mark must reverse out on a dark background, use PMS 300 mark, or the black mark. All marks have a white outline.

A1.2 Layout

Each AHRI Certified mark is self-contained. Marks may be scaled down as needed, but they should remain undistorted and legible. Minimum size recommendations are outlined below.

Table 1. Layout		
AHRI Certified Mark Category	Application	Minimum Size Recommendation
AHRI Certified program-specific marks (including those marks used for equipment sold in Canada)	Equipment/component labels	2-5/8" wide
	On-screen displays of AHRI Certified Product Performance Ratings	125 pixels wide
	Mobile display	At the Licensee's discretion, provided the aspect ratio is locked and the logo is undistorted and legible.
Certification program participation marks; promotional marks	Printed displays of AHRI Certified Product Performance Ratings	1-3/4" wide
	On-screen displays	125 pixels wide
	Mobile display	At the Licensee's discretion, provided the aspect ratio is locked and the logo is undistorted and legible.

A1.3 Recommended Clear Space

Clear space is the area surrounding the AHRI Certified mark that should be kept free of other marks, graphics, or text. Clear space also applies when placing the mark near the edge of a surface.

Minimum clear space equals 1x where "x" is defined by the width of the "H" in the AHRI abbreviation in the mark.