



CSA Group Environmental Product Declaration (EPD) Program

TERMS OF USE

1 GENERAL

1.1 Terms

Any terms not defined in these Terms of Use (the "Agreement") are defined in the Glossary which forms part of the Application Package for the CSA Group Environmental Product Declaration (EPD) Program.

1.2 Services

Subject to the terms of this Agreement, the applicant has applied to CSA Group for, and CSA Group agrees to provide, such services as set out in the Application Package, and as otherwise agreed to in writing between the applicant and CSA Group in relation to the Program (the "Services").

1.3 Fees

The applicant shall pay such fees for the Services as set out in the Application Package. Fees are subject to change from time to time at CSA Group's discretion. Fees are non-refundable, unless otherwise indicated in the Application Package.

2 APPLICANT OBLIGATIONS

2.1 General

The applicant will:

- a) use the Program in a manner that is consistent with the following: The Program is intended to provide transparency in reporting the environmental aspects of a product in accordance with the Program Requirements included in the Application Package and the relevant Product Category Rule (PCR); and
- b) promptly update CSA Group if there is any change to information as previously submitted to CSA Group and/or change in the applicant's contact information. The applicant will provide supporting documentation as reasonably required by CSA Group.

2.2 Representations and Warranties

The applicant represents and warrants that:

- a) all information provided to CSA Group is complete and accurate and conforms to the requirements, as applicable, contained in the Application Package;
- b) the applicant is authorized to disclose all information as provided, including any personally identifiable information about individuals;

- c) without limiting the generality of the foregoing, the provision of information to CSA Group by the applicant and the listing of such information on the Program Registry does not infringe the intellectual property rights (including the moral rights) of any third party; and
- d) none of the information provided to CSA Group by the applicant is subject to export controls or regulations.

2.3 Acknowledgements

The applicant acknowledges and agrees as follows:

- a) compliance with all terms as set out in this Agreement and elsewhere in the Application Package (together, the "Terms") is a condition of being listed on the Program Registry. In the event of conflict between provisions in this Agreement and those appearing elsewhere in the Application Package or on the Program webpages, those as contained in this Agreement will prevail;
- b) CSA Group is not responsible for the contents of any information provided by or on behalf of the applicant to CSA Group in connection with the Services, and the applicant bears sole responsibility for the accuracy, completeness and currency of such information and ensuring conformance with the requirements contained in the Application Package and compliance with applicable laws. In no way is CSA Group responsible for verifying or confirming such conformance or compliance, even if the applicant's application is accepted by CSA Group, information submitted by the applicant is listed on the Program Registry, or CSA Group conducts an audit pursuant to [Clause 6.1](#) of this Agreement. The applicant further bears sole responsibility for the use of or reliance on such information by the applicant, CSA Group or any third party during the term of this Agreement and thereafter;
- c) CSA Group will provide all Services in accordance with CSA Group's usual practices and procedures, as may be amended or supplemented from time to time;
- d) at minimum, the following submitted information may be accessible on the public portion of the Program Registry:
 - i) the applicant and Verifier's name, the related contact information and website domain name; and
 - ii) the EPD.
- e) CSA Group may reject any information as submitted if, in CSA Group's sole discretion, it fails to meet the requirements of the Program, and CSA Group may remove information as listed on the Program Registry at any

time if, in CSA Group's sole discretion, the applicant has failed to meet any of its obligations as set out in the Terms;

- f) CSA Group may use information received from applicants on an aggregate, non-identifiable basis for research purposes;
- g) in order to document the Services, CSA Group may retain all information as submitted by applicants and will not be obligated to return same upon any circumstances. This sub-clause will survive termination of this Agreement;
- h) CSA Group will use reasonable commercial efforts to ensure that the CSA Group website and the Program Registry are accessible to the applicant and to third parties as required, however access to the internet is not always reliable and the CSA Group website and the Program Registry may not be available at all times; and
- i) CSA Group makes reasonable efforts to ensure the prompt listing and/or removal of information from the Program Registry, however such updates may be subject to time delays depending on internet, systems, and/or staff availability or for other reasons.

3 INTELLECTUAL POLICY

3.1 Use of Label and References to CSA Group

During the term of this Agreement, and while the applicant's information is listed on the Program Registry, CSA Group will permit:

- a) the applicant's non-exclusive use of the applicable Label; and
- b) references to CSA Group and the registration of the EPD on the Program Registry, in each case in accordance with the applicable license terms and usage guidelines set out in the Application Package (the "Trademark Usage Guidelines"), as may be amended or supplemented by CSA Group from time to time.

4 INDEMNITY AND LIMITATION OF LIABILITY

4.1 Indemnity

The applicant agrees to indemnify, hold harmless, and defend CSA Group and its affiliates, and their respective sub-contractors, agents, members, officers, directors, employees and permitted assigns from and against any claims, liabilities, judgments, awards, damages, losses and expenses, including reasonable attorneys' fees, arising directly or indirectly out of:

- a) any violation by the applicant of any obligations, representations and warranties set out in this Agreement; or
- b) performance of the Services by CSA Group, except as arising directly out of the legally proven negligence of CSA Group, in performing the Services; or

- c) the applicant's use of CSA Group's trademarks; or
- d) any acts or omissions of the applicant.

4.2 Limitation of Liability

CSA Group will not be liable for any consequential, incidental, indirect, punitive or special damages (including loss of profits or revenue, data, business, goodwill or economic loss) relating to the Services, whether arising out of breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, or arising out of the termination of this Agreement, even if advised of the likelihood of such damages.

The provisions of this clause will survive the termination of this Agreement.

5 TERM AND TERMINATION

5.1 Term

The term of this Agreement will be for a period of five (5) years and may be renewed for successive five (5) year periods upon submission of appropriate documentation to CSA Group and payment of related fees. If the applicant does not submit appropriate documentation to CSA Group, and payment of the related fees is not received by CSA Group 30 days after the EPD expiration date, the EPD may be removed from the Program Registry.

In the event that an updated EPD is posted on the Registry in accordance with the Program Requirements, the term of this Agreement with respect to the updated EPD will be five years from the registration date.

5.2 Termination for Convenience

This Agreement may be terminated without cause by either party upon thirty (30) days prior written notice. CSA Group may terminate this Agreement immediately in the event that CSA Group discontinues the Program or the Program Registry.

5.3 Termination for Cause

CSA Group reserves the right to terminate this Agreement immediately upon occurrence of any of the following events:

- a) without further notice, if the applicant breaches any of the terms and conditions of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of same;
- b) without further notice, if the applicant does not pay any outstanding account within seven (7) days of receiving written notice of same;
- c) upon written notice, if the applicant terminates or ceases to carry on all or any material part of its business and/or operations;
- d) without notice, if the applicant fails to pay its debts when due or is otherwise insolvent, or when all or substantially all of the property, assets or operations of

the applicant are expropriated or otherwise taken by any Official Body, or if the applicant makes an assignment for the benefit of creditors, or if any proceedings are commenced by or against the applicant under any applicable bankruptcy legislation, For the purposes of this clause "Official Body" means any government authority or any court, tribunal or arbitrator acting under the authority of any of governmental body, whether foreign or domestic, in each case having or purporting to have jurisdiction in the relevant circumstances.

5.4 Procedure on Termination

Upon termination of this Agreement, CSA Group will have the right to remove information submitted by the applicant from the Program Registry and deny the applicant access to any non-public portion of the Program Registry. The applicant must immediately stop all use of CSA Group's trademarks whether in hard copy, electronic, or other format, in accordance with the terms of the Trademark Usage Guidelines. Termination will not relieve the applicant of its obligation to pay all outstanding accounts.

6 GENERAL PROVISIONS

6.1 Audit

The applicant agrees that CSA Group, or a duly authorized representative of CSA Group, will have the right to audit any information relating to the applicant's Application Documents for quality control purposes. The applicant agrees to provide copies of such information, supporting documentation and access as reasonably required by CSA Group to perform the audit.

6.2 Notice

Any notice under this Agreement will be in writing and delivered by personal delivery, by ordinary mail, by facsimile or by electronic mail to the other party at its address as set out in the Application Form (unless amended by written notice). Notice will be deemed to have been received on the fifth (5th) business day following mailing of such communication. Facsimile and electronic communication will be deemed to have been received when sent.

6.3 Electronic Communications

The applicant and CSA Group acknowledge that electronic data exchange is imperfect and that data exchanged electronically and stored in connection with the Program may be intercepted or captured. CSA Group neither assumes nor accepts any responsibility for the unintended delay, omission, or error relating to the electronic transmission or receipt of any communications or documents or for the unauthorized interception or capture of same.

6.4 Periodic Revisions

Notwithstanding anything else contained herein, CSA Group reserves the right to periodically update and revise this Agreement and to issue a new agreement which will become binding upon the parties after sixty (60) days notice.

6.5 Non-Assignability

The Agreement and permission to use the applicable EPD Label may not be assigned by the applicant to another party (the "Assignee") without the prior written consent of CSA Group. A change in control will be deemed to be an assignment. Upon receiving the submission of the following items, CSA Group will issue written confirmation to the Assignee that consent to the assignment has been granted and will grant permission in writing to the Assignee to use the applicable Label:

- a) a written request from the original applicant for such consent;
- b) documentation sufficient in CSA Group's judgment to confirm the legal status of the parties, as well as the transaction and relationship between them;
- c) documentation acceptable to CSA Group confirming that the Assignee will be assuming the obligations of the applicant Group; and
- d) payment of any applicable fee(s) made to CSA Group.

The Program Registry will be accordingly updated by CSA Group at that time, and the original applicant will no longer have permission to use the applicable Label.

6.6 Enurement

This Agreement will be binding upon and enures to the benefit of the parties and their respective successors, administrators, and permitted assigns.

6.7 Applicable Law

This Agreement will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of law provisions. The courts of Toronto, Ontario will have exclusive jurisdiction, and the parties waive the right to a jury trial.

6.8 Force Majeure

Neither CSA Group nor the applicant will be responsible or liable for delay or failure to perform its obligations under this Agreement to the extent that such delay or failure is due to regulatory action or changes in regulatory requirements, to changes in ISO 14025, to bombings, invasions, or other acts of war, insurrection, terrorism, riot, strike, earthquake, fire, flood, or acts of God, or other conditions beyond the reasonable control of CSA Group or the applicant whether of the kind or nature specified herein or otherwise.

6.9 English Language

CSA Group and the applicant hereby acknowledge that they have required that this Agreement and all documentation, notices and judicial proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto be drawn up in English. Les parties aux présentes reconnaissent avoir exigé que la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentés à la suite des présentes ou se rapportant directement ou indirectement à la présente convention, soient rédigés en anglais.

6.10 Deemed original

Any legible and complete electronic reproduction of a signed original of this Agreement, including an electronically scanned or facsimile copy, will be deemed an original, and binding upon the applicant and CSA Group for all purposes, even if the original is destroyed. This clause will survive termination of this Agreement to the fullest extent permitted by law.

6.11 Severability

If any part or parts of this Agreement are held to be invalid, it will be deemed to be severed to the extent of the invalidity, and the remaining parts of the Agreement will continue in force.

6.12 Waiver

Failure by either party to exercise any of its rights, powers or remedies hereunder or its delay to do so does not constitute a waiver thereof.

6.13 Headings

Headings are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.

6.14 Relationship of the Parties

The relationship of the parties is that of independent contractor and nothing contained herein will be construed so as to create a relationship of agency, joint venture or employment.

6.15 Entire Agreement and Amendment

This Agreement contains the entire agreement of the parties with respect to all the matters contained herein, and supersedes any previous agreements, memoranda, or discussions, whether written or verbal. This Agreement may only be amended by written instrument signed by a duly authorized representative of the applicant and a CSA Group employee with the title of Director or higher, and if there is any discrepancy between this and any future agreement between the Parties, this Agreement will prevail to the extent of the discrepancy unless that future agreement specifically provides otherwise and is executed by a CSA Group employee with the title of Director or higher.