



December 3, 2020

CertiPUR-US® Program Application and Renewal Form

1. Contact and Registration Information

Date: _____

First Name: _____ Last Name: _____

Company: _____

Identify other company names (if any): _____

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Email: _____ Website: _____

Phone (ext): _____

Alternate Contact

First Name: _____ Last Name: _____

Phone (ext): _____ Email: _____

2. Foam Families for Registration

Please check below the polyether flexible polyurethane foam families you wish to register for application in furniture and bedding products:

- | | |
|---|---|
| <input type="checkbox"/> Conventional polyether foams | <input type="checkbox"/> High resilience foams |
| <input type="checkbox"/> Conventional FR polyether foams (sharing the same flame retardant package) | <input type="checkbox"/> High support foams |
| <input type="checkbox"/> Super-soft (low density/low index) polyether conventional foams – 25% IFD \leq 15 lbs. (65 N) and density \leq 1.5 lbs/ft ³ (24 kg/m ³) | <input type="checkbox"/> Viscoelastic (memory) foams |
| | <input type="checkbox"/> Viscoelastic (memory) foams with gel |
| | <input type="checkbox"/> Molded foam |
| | <input type="checkbox"/> Other foams, please describe _____ |

3. Understanding of Foam Sample Selection for Laboratory Analysis and Verification

Please read and check this box:

- I understand that samples of registered foams may be requested for verification of compliance. Samples submitted for laboratory analysis from the foam product families indicated above will represent a possible “worst case” formulation, so that all products within the registered family can be expected to conform to program requirements. Typically, the “worst case” example will be represented by the highest density sample or the sample with the highest level of flame retardant additive available within a product group.

Initial: _____

4. Outside Testing Laboratories

Please indicate from the list below the laboratory that will be receiving your samples for evaluation and analysis:

- | | |
|--|--|
| <input type="checkbox"/> Eurofins Product Testing A/S
Smedeskovvej 38
DK-8464
Galten, Denmark
Telephone: (Country exit code) +45 7022 4276
Fax: (Country exit code) +45 7022 4275
Email: voc@eurofins.dk | <input type="checkbox"/> Intertek
Attn: VOC Lab/CertiPUR-US Testing
4700 Broadmoor, Ste. 200
Kentwood, MI 49512 USA
Attn: Dr. Jesse Ondersma
Telephone: 616.656.7401
Email: certipur.us@Intertek.com |
| <input type="checkbox"/> TÜV Rheinland LGA Products GmbH
Tillystraße 2
90431 Nuremberg
Germany
Attn: Dr. Jelena Galinkina
Telephone: (Country exit code) +49 911 655 5614
(Country exit code) +49 911 655 5604
Fax: (Country exit code) +49 911 655 5604
Email: Jelena.Galinkina@de.tuv.com | |

5. Physical Performance Certification

We, (legal name of company) _____, declare that the foam samples submitted for CertiPUR-US® registration meet or exceed the physical performance criteria identified in the *Physical Performance and Environmental Guidelines for Certification of Slabstock (or Molded) Flexible Polyurethane Foam for Use in Furniture and Bedding* (referred to in this document as the *Technical Guidelines*) Section 1 and these samples are representative of the family of foam products to be covered by this registration. The test data will be submitted for each Foam Group prior to certification to the CertiPUR-US® program on the "Internal Physical Performance Testing Report" form found in the appropriate Technical Guidelines on page 2.

Initial: _____

6. Prohibited Substances

We, (legal name of company) _____, declare that we do not intentionally add any of the prohibited substances identified in the *Technical Guidelines*, Sections 2 and 5 in the foam families indicated.

Initial: _____

7. Disclaimer and Hold Harmless Letter

If we receive the CertiPUR-US® label, we, (legal name of company) _____, acknowledge full responsibility for all our foams within the foam families covered by the registration and we will not hold the Alliance for Flexible Polyurethane Foam, Inc., or any of its officers, directors, employees, or contractors liable for any product claim introduced by a customer or customers or by consumers or by any other individual, group or organization. We further agree to hold harmless and indemnify AFPP for any losses suffered or damages incurred in connection with our company's participation in the CertiPUR-US® program.

Initial: _____

8. Declaration of Commitment to Random Verification Testing

We, (legal name of company) _____, hereby authorize and agree to permit AFPF to carry out, with support from an authorized laboratory, random tests from time to time on any product covered by CertiPUR-US® registration, in accordance with the indicated foam families, as long as the label is in use. Related testing costs will be at the expense of AFPF.

- a. Verification testing procedure:
 - i. AFPF will contact your company and request sample(s) for verification testing and will advise which laboratory is to receive the samples. The sampling procedures are described in the Slabstock (or Molded) Technical Guidelines document.
 - ii. Verification test results will be sent directly to AFPF by the laboratory. The verification testing costs will be the responsibility of AFPF.
 - iii. AFPF will inform your company of the results.
- b. If verification testing results conform to the *Technical Guidelines*, your company may continue to use the label for that family of products. However, if verification testing indicates that the foam is not in compliance with the Technical Guidelines, your company will be allowed 30 days to correct the deficiency and send new samples to the same laboratory for evaluation and analysis. Cost of testing to verify corrections will be charged by the laboratory to your company.
- c. If additional deficiencies are found, AFPF may request that you immediately discontinue use of the CertiPUR-US® label/ mark/ name/logo and registration identification for the family of foams that were represented by the verification testing. The use of existing advertising materials, displays, etc. by your company and/or its customers is limited to 30 days from the date that a request is made to discontinue use of the registration label.
- d. Failure to stop using the certification mark and/or identifying products as "certified" that are no longer registered with the CertiPUR-US® program may lead to legal action. Reasonable legal expenses, including court costs and attorneys fees, as may be incurred by AFPF in regard to resolving such matters, will be at your company's expense.

Initial: _____

9. Re-certification Deadlines and Probation Periods – New Policy Effective March 1, 2021

We understand that we are responsible for managing the re-certification submittal schedule for each of the foam families that we certify through the CertiPUR-US® program. To begin the re-certification process, we must send CertiPUR-US® administrators a completed renewal application form, photo, a recent passing report on analytical testing from an approved laboratory and a passing report on physical testing prior to the annual (or six-month for new foam families) re-certification deadline. If we fail to meet the deadline for a re-certification submittal, the foam family will be put on probation for 60 business days from the renewal date. Payment in full is required before any foam family is certified or re-certified. If re-certification is achieved during the 60-day probation period, the next due date for re-certification will be based on the original date that re-certification was due. If delinquent for more than 60 business days, the foam family will be removed from the CertiPUR-US® program. Manufacturers, distributors and retailers with a Form A or B on file from my company will be notified of the change in status of the foam family and permission for that foam family to be associated with the program will be rescinded. Once a foam family is removed, in order to reinstate that foam family, we must re-apply as a new foam family, with initial registration fees required.

Initial: _____

10. Terms of Use of CertiPUR-US® Logo/Seal

We understand that in addition to this application, a passing analytical report from an approved laboratory, payment of invoiced fees (listed at the end of this document), a signed agreement (Form B) in the *CertiPUR-US® Terms of Use Manual* must be submitted to the CertiPUR-US® program BEFORE we may use the CertiPUR-US® logo, or promote our participation in the CertiPUR-US® program. (Form B is available at www.certipur.us/FormB). Additionally, we understand that even if our customers are buying certified foam from us, they do not have permission to use the CertiPUR-US® name/logo/or mark unless the company is officially registered with the program and abides by the rules and requirements set forth in the *CertiPUR-US® Terms of Use Manual*. For each of our customers to be registered with the program, they must also submit a Form B and we must submit a Verification Form A on their behalf. (Verification Form A is available at www.certipur.us/FormA).

Initial: _____

11. Consent for Additional Analyses

We give permission to the laboratory conducting certification analysis of our submitted samples to conduct additional analyses as specified by AFPF for the purpose of improving the CertiPUR-US® program. We understand that this testing may be outside the scope of the CertiPUR-US® standards program and will be conducted on submitted samples. Such testing will be at the sole expense of AFPF. Test findings will be reported only to AFPF. The results of such AFPF-initiated work will be the exclusive property of AFPF.

Initial: _____

12. We Understand the Following:

The initial registration covers a six-month period, beginning on the date that payment for the first invoice is received. After successfully completing two consecutive 6-month registration periods, subsequent product registration renewals will cover 12-month periods. The registration fee structure for participating in the CertiPUR-US® program is as follows*:

Registration fee = \$3,500 per foam

Additional start-up fee for a new foam group = \$2,500 per foam

Additional registration fee** for non-NAFTA producers = \$2,500 per foam

**Fees are subject to change*

*** Covers extra expenses required for product verification*

Initial: _____

We, (legal name of company) _____, have carefully read and understand the application procedures and the details of the application form, and accept all of the conditions and requirements of the CertiPUR-US® program. By signing this agreement, we grant permission to Alliance for Flexible Polyurethane Foam, Inc. to identify our company in any medium as a participant in the CertiPUR-US® program.

Date: _____ Signature: _____

Name (print): _____

Title: _____

Email: _____ Phone number with ext. _____

To be Completed by AFPF:

Date of initial application receipt: _____

Date of laboratory results receipt: _____

Date registration begins: _____ Ends: _____

Date registration payment received: _____

Additional comments: _____

Date: _____ Signature: _____