CertiPUR-US® Program Application and Renewal Form

Open and submit via Adobe Reader, complete online, or print/fill/email to producerforms@certipur.us.

1. Contact Information

Date (MM/DD/YYYY): _____

Check One: ■ First Time Applying to Certify This Foam Family ☐ Renewal of Foam Family Already Certified

First Name: _____ Last Name: _____

Company: _____

Job Title: _____

Job Role:

- ■ Accounting/Finances/ Accounts Payable
- ☐ Administration
- ☐ Compliance/Environmental Health & Safety (EHS)/ Sustainability
- ☐ Customer Service
- ☐ Education/Learning/Training
- ☐ General Manager
- ☐ Marketing
- ☐ Owner/Management/Corporate
- ☐ Technical/Plant Management/ Operations
- ☐ Sales
- ☐ Supply Chain Manager
- ☐ Other, please specify _____

Identify other company names (if any): _____

Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Email: _____ Website: _____

Phone: _____ Time Zone: _____

Include extension and/or country code if applicable.

Alternate Contact

First Name: _____ Last Name: _____

Phone: _____ Email: _____

Include extension and/or country code if applicable.

Language

What is the primary language most often used by your company in conducting business? _____

What other languages, if any, are used to conduct business? _____

Do you have at least one company representative who is able to read/understand business documents in English?

■ Yes ☐ No

2. Foam Families for Registration

Please check the appropriate box below to indicate the foam family you wish to register/renew:

- ☐ Biobased foams
- ☐ Conventional foams
- ☐ Conventional FR foams (sharing the same flame-retardant package)
- ☐ High resilience foams
- ☐ Molded foams
- ☐ Super-soft (low density/low index) conventional foams—25% IFD ≤ 15 lbs. (65 N) and density ≤ 1.5 lbs/ft3 (24 kg/m3)
- ☐ Viscoelastic (memory) foams
- ☐ Viscoelastic (memory) foams with gel
- ☐ Branded foams (any of the listed categories with an exclusive branded name), please specify _____
- ☐ Other foams, please specify _____ (subject to approval by program administrators)

Note: When certifying a biobased foam, be sure to check "biobased" on the sample submittal form sent with your foam samples to the laboratory and alert the laboratory that you are certifying a biobased foam. In addition, use the Physical Property Testing Form specifically for biobased foams.

3. Analytical Laboratory Testing for Content & Emissions

Please read and initial:

We understand that we must submit foam samples for analytical testing to one of the laboratories listed in Section 4 below. We understand we must follow the directions for preparing, packaging and submitting samples outlined in the CertiPUR-US® Technical Guidelines for Slabstock Foam or the CertiPUR-US® Technical Guidelines for Molded Foam. Note that there are different directions for submitting samples of slabstock foam and molded foam. We understand that samples submitted for laboratory analysis must represent the "worst case" formulation so that all products within the registered foam family can be expected to conform to program requirements. Typically, the "worst case" sample would be represented by the highest density sample or the sample with the highest level of additive available within the product group.

Initial: _____

4. Approved Independent, Accredited Laboratories:

Please indicate from the list below the laboratory that will be receiving your samples for evaluation and analysis. Laboratory details and contact information available at certipur.us/labs.

Intertek
Attn: VOC Lab/CertiPUR-US® Testing
4700 Broadmoor, Ste. 200
Kentwood, MI 49512 USA
Attn: Dr. Jesse Ondersma
Phone: (country code) +1 616.656.7401
Email: certipur.us@intertek.com

Eurofins Product Testing A/S
Smedeskovvej 38DK-8464
Galten, Denmark
Telephone: (country code) +45 7022 4276
Fax: (country code) +45 7022 4275
Email: DK-VOC@CPT.eurofinseu.com

TÜV Rheinland LGA Products GmbH
Tillystraβe 2
90431 Nuremberg, Germany
Attn: Dr. Jelena Galinkina
Telephone: (country code) +49 911 655 5614
(country code) +49 911 655 5604
Fax: (country code) +49 911 655 5604
Email: jelena.galinkina@de.tuv.com

5. Physical Property Testing

We, (legal name of company) _____ , declare that the foam samples submitted for CertiPUR-US® registration/renewal meet or exceed the physical property criteria identified in the Technical Guidelines Section 8 and these samples are representative of the family of foam products to be covered by this registration/renewal. The test data for each foam family will be submitted to the CertiPUR-US® program using the Physical Property Testing Report form found in the appropriate Technical Guidelines or via this link: certipur.us/producerforms

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 4 and 5, in the foam families indicated.

Initial: _____

7. Disclaimer and Hold Harmless Letter

If we receive CertiPUR-US® certification for a foam, we, (legal name of company) _____, acknowledge full responsibility for all our foams within the foam families covered by the registration/renewal and we will not hold the Alliance for Flexible Polyurethane Foam (AFPF), 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 AFPF for any losses suffered or damages incurred in connection with our company's participation in the CertiPUR-US® program, including losses for litigation by third parties including court costs and reasonable attorney's fees.

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 CertiPUR-US® certified foam. Related testing costs will be at the expense of AFPF. Sample-taking for verification testing may be conducted on-site at company plant by a third party designated and authorized by AFPF administrators. Alternatively, sample-taking may be supervised virtually by AFPF administrators.

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.
   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 CertiPUR-US® name/logo/mark for that foam family. 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® name/logo/mark and registration identification for the foam families that were represented by the verification testing. The use of existing promotional 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 CertiPUR-US® name/logo/mark or identifying products as certified that are no longer registered with the CertiPUR-US® program may lead to legal action. We agree to reimburse AFPF for reasonable legal expenses, including court costs and attorney's fees, as may be incurred by AFPF in regard to resolving such matters.

Initial: _____

9. Recertification Deadlines and Probation Periods

We understand that we are responsible for managing the recertification submittal schedule for each of the foam families that we certify through the CertiPUR-US® program. To begin the recertification process, we must send CertiPUR-US® administrators a completed Application and Renewal Form, photo, a recent passing report on analytical testing and a passing report on physical testing prior to the annual (or six-month for new foam families) recertification deadline.

- **Probation Period (60 Business Days).** We understand that if our recertification is not submitted on time, our foam family will be placed on probation for a maximum of 60 business days from the renewal date. If we successfully recertify during the 60-day probation window, our next recertification deadline will still align with the original renewal date. We understand that recertification will only be granted upon receipt of full payment.
- **Program Removal.** We understand that failure to recertify within 60 business days of the renewal date will result in removal of that foam family from the program. Reinstating a removed foam family will require reapplying and paying all initial, new foam family registration fees.
- **Notification to Customers.** We understand that when a foam family's certification has expired and is no longer certified, we must notify our customers they can no longer advertise or promote our foam as being certified. We also understand that CertiPUR-US® administrators will notify our customers for whom they have Supplier Verification Form A on file that they can no longer be associated with the program unless they provide CertiPUR-US® with information about their new supplier of certified foam.

Initial: _____

10. Terms of Use of CertiPUR-US® Name/Logo/Mark

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) and a signed agreement in the CertiPUR-US® Terms of Use Manual Form B must be submitted to the CertiPUR-US® program BEFORE we may use the CertiPUR-US® name/logo/mark or promote our participation in the CertiPUR-US® program. Form B is available at **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/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 and have permission to use the CertiPUR-US® name/logo/mark, they must submit a Form B and we must submit a Supplier Verification Form A on their behalf. Supplier Verification Form A is available at certipur.us/FormA**. I understand that for my customers to continue to have permission to use the CertiPUR-US® name/logo/mark, they must renew their registration each year by submitting Registration Renewal and Directory Listing Update Form C at certipur.us/FormC. In addition, to verify the supply chain, each year, the compliance team of the CertiPUR-US® program will send me a Confidential Customer Summary Report identifying all the companies that have

indicated they purchase certified foam from my company, that I must review for accuracy, update as needed and return, indicating which customer companies, if any, are no longer buying certified foam from my company.

Initial: _____

11. Consent for Additional Analyses

We give permission to the laboratory analyzing 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. Registration and Renewal Fees

We understand that the initial registration covers a six-month period, beginning on the date that payment for the first invoice is received. After the initial successful certification of a foam family, we understand the foam family must be recertified six months later, and annually thereafter to remain in compliance. Example: A foam certified for the first time in January, would need to be recertified six months later in July. The following January, the foam would be recertified again — moving to an annual certification every January.

The registration fee structure for certifying each foam family is outlined below:*

Registration fee = $3,500 USD per foam family
Additional one-time start-up fee for a new foam family = $2,500 USD per foam family
Additional registration fee** for countries outside the U.S., Canada or Mexico = $2,500 USD per foam family

* *Fees are subject to change. Note: Payment of the fees listed above must be received in full before any initial or renewal certification is approved. Any deduction or withholding for taxes, payment processing costs, or any other purpose will be considered an incomplete payment.*
** *Covers extra expenses required for product verification*

Initial: _____

We, (legal name of company _____ , have carefully read and understand the application/renewal procedures and the details of this Application and Renewal Form and accept all of the conditions and requirements of the CertiPUR-US® program. By signing this agreement, we grant permission to AFPF to identify our company in any medium as a participant in the CertiPUR-US® program and to send periodic updates via email.

Date: _____

Signature: _____ *(invalid without signature)*

First Name: _____ Last Name: _____

Job Title: _____ Email: _____

Phone: _____ Include extension and/or country code if applicable.

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