



Company Code

Language Preference

 English French**APPLICATION FOR PRODUCT CERTIFICATION**

<b>THIS APPLICATION IS FOR</b> (Check appropriate box)	<input type="checkbox"/> <b>INITIAL APPLICATION</b>	<input type="checkbox"/> <b>ADDITIONAL PRODUCTS</b> (Company letterhead may be used in lieu of this Form and signed by the Certification Contact Person)
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Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street	City	Province/State	Country	Postal Code
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Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Chief Executive Officer: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Certification Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Trade Names	Flux/Gas	Standard	Class	*Type	Original Approval Trade Name

**\*Type:**                    **O - Original Full Qualification**    **E - Equivalent Approval**                    **I - Interim Approval**

Administrative Fees:        \$340.20 per product                    \$340.20 per product                    \$400 per product

Other Costs:                Quality Control system review time is charged at \$100.00/hour.

Witness and travel time is charged at \$80.00/hour.

Travel Expenses are charged at cost to CWB.

**Note:** For **E - Equivalent Approval**, based on product manufactured by another manufacturer, also complete CWB Form 218. For product manufactured by your company using different trade name(s), please indicate the original approval trade name. The above fees and costs are subject to change without notice.

I hereby make application for certification of the above products by the Canadian Welding Bureau. I acknowledge having read the Service Agreement on the second page of this application and agree to be bound by such agreement from the time certification is granted by the CWB, evidenced by the issue of a Certificate as defined in the Service Agreement.

Date (MM/DD/YYYY)	Signature	Title
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(PLEASE MAIL OR FAX TO THE CWB AND RETAIN A COPY OF BOTH SIDES OF THIS FORM FOR YOUR RECORDS)



**THE PARTIES AGREE AS FOLLOWS:****DEFINITIONS**

"**Certificate**" means a document issued by CWB signifying Certification.

"**Certification Mark**" means the Certification Mark registered under the Trade Marks Act (Canada);



"**Certified**" means that an examination or investigation of the product has been performed by CWB to determine compliance with the Requirements and that permission has been granted in accordance with this Agreement for Submitter to represent its Product as Certified;

"**Plant**" means the facility at which the Product is manufactured, as set forth in this Agreement;

"**Product**" means the electrode, electrode/flux and/or electrode/gas combination which is or is to be Certified;

"**Representative**" means a person designated as such by the CWB;

"**Requirements**" means the Requirements of the Standard applied by the CWB applicable to the Product as amended and supplemented from time to time, and as interpreted, by CWB, and/or the applicable Standards writing organization.

**CERTIFICATION**

**Section 1.1 Certification of Product:** Submitter is hereby granted a non-exclusive licence to represent the Product as Certified and to use the Certification Mark specified in the manner set forth in this Agreement. Product shall be represented as Certified only if it is marked as set forth in this Agreement.

**Section 1.2 Advertising:** The Certification Mark or other registered CWB marks, or any other reference which may be interpreted to mean CWB, may only be used after Submitter has been granted Certification by CWB and then may only appear in advertising, promotional material or other literature only in reference to the Product under this Agreement. Submitter agrees to amend or discontinue the use of such advertising, promotional material or other literature upon the written request of CWB. The Certification Mark may only be used by Submitter to indicate certification. The Certification Mark shall not be used in conjunction with any modifying terms or phrases without the express written consent of CWB. References to CWB shall not be misleading as to the extent of certification.

**COMPLIANCE WITH REQUIREMENTS AND INSPECTIONS**

**Section 2.1 Compliance:** The Product represented as Certified shall comply with all the Requirements.

**Section 2.2 Inspections:** CWB may perform inspections of Submitter's Product Facility at the Plant or other premises.

**Section 2.3 Plant Regulations:** CWB shall direct its Representatives to exercise due care in complying with any Plant safety and security regulations.

**Section 2.4 Free Access:** Representatives shall have at all times during normal business hours, reasonable access to any places where the Product may be manufactured, processed, tested, stored or located and shall receive the full cooperation of Submitter's staff to facilitate the inspection. Any Representative shall have access to any relevant records to assist CWB in determining compliance with the Requirements.

**Section 2.5 Extent of Access:** The right of a Representative to obtain such access shall not be conditional upon the execution by the Representative or CWB of any agreement, waiver or release which in any way affects the Representative's legal rights or obligations of CWB, and any such document executed in contravention of this provision shall be without force or effect.

**Section 2.6 Samples:** Although CWB attempts to keep the need for samples to a minimum, the Submitter shall furnish without charge such samples as may be required from time to time by CWB for examination and testing purposes. Unused samples will be returned at Submitter's expense if requested by Submitter.

**CONFIDENTIALITY AND ORGANIZATION'S RESPONSIBILITY**

**Section 3.1 Confidentiality:** The relationship between Submitter and CWB shall be one of confidentiality. CWB shall not, without Submitter's prior written consent, voluntarily disclose information obtained by CWB in confidence which Submitter advises in writing in advance is secret, unless such information is: (i) already known to CWB; (ii) otherwise available to the public; or (iii) subsequently acquired from other sources; provided, however, that CWB may disclose any information to: (i) Submitter; (ii) Government authorities; or (iii) the public so far as may be prudent to warn the public of a potential or actual safety hazard in the opinion of CWB.

**Section 3.2 Third Party:** CWB in performing its function in accordance with its objects and purposes does not assume or undertake to discharge any responsibility of the Submitter to any other party or for compliance with applicable laws.

**Section 3.3 Testing and Certification:** The rights of CWB under this Agreement do not relieve the Submitter of any part of its obligations under this Agreement. Submitter recognizes that the opinions and findings of the CWB represent its judgement given with due consideration to the type of certification, the necessary limitations of practical operation and in accordance with its objects and purposes. Submitter recognizes that many tests specified in the Requirements may be inherently dangerous and agrees that CWB neither assumes nor accepts any responsibility for any injury to personnel or damage to Submitter's property that may occur during or as a result of tests, whether performed in whole or in part by Submitter or CWB, and whether or not any devices, test equipment, facility or personnel for or in connection with the test is furnished by Submitter or CWB except for any claim caused by CWB's negligence or misconduct.

**NOTIFICATION AND CORRECTIVE ACTION**

**Section 4.1 Notification to CWB:** Submitter shall notify CWB if Submitter discovers that the Product has been or may have been the cause of personal injury or property damage. In cases where the results of examination by an agency other than CWB were relied upon by CWB for certification of the Product, Submitter shall notify CWB if Submitter subsequently discovers said results to be invalid.

**Section 4.2 Corrective Action:** Submitter shall at its own expense remove the Certification Mark from any Product (or packaging) which did not comply with the Requirements at the time it left Submitter's control notwithstanding that such Product may have been delivered to or is being held on behalf of a wholesaler, dealer, jobber, retailer or consumer or that title to such Product has passed from Submitter. Any Representative shall have the right to remove the Certification Mark from any Product (or packaging) which, in the CWB's opinion, does not comply with the Requirements.

**Section 4.3 Temporary Conditions:** CWB may, in the event of Submitter's default in respect of any terms of this Agreement and in deferral of termination rights, institute, in accordance with the Requirements, temporary conditions on Submitter's right to represent its Product as Certified. Such conditions may include the use of investigations, inspections or audits in excess of those normally applied, at Submitter's expense, as determined by CWB for recovery of all its costs.

**INDEMNITY**

**Section 5.1 Indemnity:** Except to the extent of any negligence of CWB, its employees or agents or otherwise, Submitter agrees to indemnify and hold harmless CWB, its directors, officers and employees against any and all liability, loss, costs, damages, reasonable legal fees and expenses caused by act or omission of the Submitter relating to:

- any and all matters arising out of this Agreement or any previous Service Agreement between CWB and Submitter; such matters shall include, but not be limited to, the certification of the Product of Submitter and the enforcement by CWB of the obligations of Submitter;
- the use or reliance upon any Requirement by Submitter; or
- any use of the Product.

**ADMINISTRATION**

**Section 6.1 Changes of Record:** Submitter shall immediately notify CWB when any change is made in the name or address of Submitter or a Plant or the product's design or specification or manufacturing conditions that affect the deposit characteristics. When an assessment of facilities and/or personnel has been a Requirement of certification, changes in any of these matters shall first have been accepted by CWB.

**Section 6.2 Fees:** Submitter shall pay to CWB within 30 days of invoicing, all fees at the rates determined by CWB during the term of this Agreement.

**TERMINATION**

**Section 7.1 Termination by Submitter:** This Agreement may be terminated by Submitter at any time upon written notice to CWB. No refund shall be granted for termination by Submitter exceeding 30 days from initial application.

**Section 7.2 Termination by CWB:** This Agreement, or any other Agreement with CWB, may be terminated by CWB at any time upon notice in writing to Submitter, if Submitter fails to comply with any of the terms and conditions of this Agreement or for non-payment of outstanding accounts. The Agreement may also be terminated by CWB upon reasonable notice, if the Certification Program is withdrawn by CWB.

**Section 7.3 Procedure on Termination:** Upon the termination of this Agreement the licence granted by Section 1.1 shall be cancelled and Submitter shall forthwith cease the use of the Certification Mark. Termination of this Agreement by whatever means shall not affect any liability of the parties existing as of the date of such termination and shall not relieve Submitter of its obligation to indemnify CWB hereunder.

**MISCELLANEOUS PROVISIONS**

**Section 8.1 Communications:** Any notice, communication or demand given or made pursuant to this Agreement shall be in writing and delivered by hand, sent prepaid by first class mail, sent by hard copied telecommunication, or sent electronically, addressed to the other party at its address as set out in this Agreement (unless amended by notice). Any such communication shall be deemed to have been received by the fifth business day following the mailing of such communication and when telecommunicated, shall be deemed to have been received when sent.

**Section 8.2 Non-Assignability:** This Agreement, including the licence to use the Certification Mark, shall not be assigned by Submitter and shall be binding upon and for the benefit of the parties hereto and their respective successors, administrators, heirs, executors and personal representatives.

**Section 8.3 Term:** This Agreement shall continue in effect for a period of one year from the date of this Agreement and shall renew automatically for successive periods of one year unless terminated as herein provided.

**Section 8.4 Applicable Law and Grammar:** This Agreement shall be deemed to have been made in, and shall be governed and construed in accordance with the laws of, the Province of Ontario, Canada. The singular of any noun or pronoun shall include the plural, or vice versa, whatever the context shall require.

**Section 8.5 Prior Agreements:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. No provision may be amended or waived except in writing.