



# CONDITIONS FOR APPLICATION

In consideration of the processing of this application, the applicant agrees as follows: To abide by any conditions attached to any accreditation or renewal thereof issued pursuant to this application, or any later amendment of said accreditation or renewal, and the Rules of Procedure for Accreditation of Inspection Programs for Manufacturers of Metal Building Systems as they may be amended from time to time.

Applicant understands that any approval of this application will be automatically vacated upon any expiration or revocation or amendment of said accreditation listing. Applicant also agrees and understands that the holder of the above-referenced accreditation listing may at any time withdraw any rights of applicant which may result from the within application; International Accreditation Service, Inc., however, is to have a reasonable period of time within which to delete any reference to applicant from said accreditation listing. Applicant also agrees that any rights resulting from the accreditation may be revoked by International Accreditation Service, Inc., separate and apart from any revocation of the above-referenced accreditation listing for any reason considered valid by International Accreditation Service, Inc., even if such reason is not a ground for revocation of the accreditation listing itself.

- a. As a condition of the accreditation, the applicant acknowledges that the International Accreditation Service, Inc. (IAS), staff or authorized representative(s) may conduct unannounced assessments of the facilities of the applicant, to verify compliance with the accreditation and applicable rules of procedure.
- b. Within 30 days of mailing of written demand by IAS, applicant shall reimburse IAS for all expenses related to accreditation or maintenance of accreditation.
- c. Accreditation of Inspection Programs for Manufacturers of Metal Building Systems does not imply any guarantee or warranty, express or implied and including but not limited to any warranty of merchantability or fitness for any particular purpose, of any product produced by the applicant, or any guarantee or warranty of any nature by IAS concerning products fabricated by the applicant. Applicant agrees that it shall have no cause of action or claim against IAS, International Code Council (ICC), or any of their affiliates, parent, or brother or sister corporations or their Successors-in-Interest or assigns, or the officers, directors, members and employees thereof (collectively, the "Indemnitees"), arising in any manner from any delay or denial of this application or from any accreditation given pursuant to this application, whether or not such accreditation is or is not subject to any conditions. Applicant agrees to hold the Indemnitees harmless, and to protect, defend and indemnify them, with respect to any claim, liability, demand, action, judgment, proceeding, costs, damages and expenses (including attorneys' fees) whether for personal injury, wrongful death, property damage, or any type of injury or damage whatsoever, arising from: (i) the application or accreditation, (ii) any certification of any nature provided by the applicant; (iii) the use of any service of any nature offered by the applicant, or the use or operation by any person of any product certified by the applicant, whether related to the matters set forth in the first sentence of this paragraph or otherwise; or (iv) the reference to or reliance upon, actual or asserted, any product certification or approval given by the applicant including but not limited to the results of any inspections conducted by the applicant. California law shall apply to the interpretation hereof. If any part or portion of this paragraph, or any application thereof to particular facts, should be determined invalid, the provisions hereof shall be severable so as to achieve for the Indemnitees the maximum legal application. If this application relates to an additional manufacturing facility accreditation or a renewal of an existing accreditation, the provisions of this paragraph shall apply from the date of the first granting of the additional facility accreditation, whether upon application or without application by applicant or a predecessor and regardless of: (i) intervening modifications of said accreditation or modifications pursuant to any application for renewal; (ii) any prior change in the number assigned to the accreditation; (iii) any prior change in ownership rights in or rights to said accreditation, or any additional facility accreditation, whether one or more, since the granting of said first additional facility accreditation.
- d. In consideration of the processing of this application, the applicant agrees to abide and be bound by any conditions attached to any accreditation or renewal thereof issued pursuant to this application, or any later amendment of said accreditation or renewal, the Rules of Procedure for Accreditation of Inspection Programs for Manufacturers of Metal Building Systems, which by this reference are made a part hereof, the applicable Accreditation Criteria, which by this reference is made a part hereof, and any additions, deletions, or changes to such Rules or applicable Accreditation Criteria hereafter adopted. In agreeing to abide and be bound by the Rules of Procedure and the applicable Accreditation Criteria, applicant understands that the failure to do so may result in the revocation, suspension or modification of accreditation issued pursuant thereto in accordance with the terms of the Rules of Procedure.

\_\_\_\_\_  
Authorized Signature for Additional Facility

Date \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature of Principal Applicant

Date: \_\_\_\_\_

Approved by the Board of Directors  
May 4, 2008  
Editorially revised January 6, 2010  
Editorially revised January 29, 2010