

ICC-ES Marketing Claim Verification Application

1. For application type,

New Marketing Claim Verification Report

Revision To Existing Report

Company Name:

(Exactly as it should appear in the published listing)

Existing ESV Number

(If known)

Company Legal Status:

(Sole proprietorship, general or limited partnership, S or C Corporation, LLC, etc.)

Website:

Mailing Address:

Street Address (exactly as it should appear in listing)

City/State/Zip/Country (if other than USA):

Email Address:

2. Proposed Product Claim:

3. Standard against which product claim is to be reviewed (if known):

4. Name and title of applicant's technical representative (if any):

Address (if different from address above)

Phone:

Email:

5. Name and title of applicant's legal representative (if any):

Address (if different from address above)

Phone:

Email:

SURVEY:

How/Where did you hear about the ICC-ES Marketing Claim Verification Program?

Testing Lab

Inspector

Home Center

Consultant

Trade Show

Post Card

Phone Call

Other:

I would like to learn how The Learning Center at ICC can help me create an online or a face-to-face training program or course for my product.

No

Yes

Want to educate building professionals on your products and provide CEUs by joining the ICC Preferred Provider Program?

No

Yes

14. Applicant agrees to the following conditions:

- a. Applicant acknowledges reviewing applicable ICC-ES Rules of Procedure, and that the applicant shall be responsible for ensuring that products covered by this application conform with ICC-ES product certification requirements. The applicant agrees that ICC-ES may, as necessary, subcontract for work related to the product certification process; although the applicant retains the right to reject ICC-ES's use of any particular subcontractor. The applicant also agrees that, as may be required for the product evaluation and any follow-up surveillance activities, the applicant will make all necessary arrangements for examination of the applicant's documentation and records, and/or for ICC-ES access to the applicant's relevant locations, areas, equipment, personnel, and subcontractors. If requested by ICC-ES, the applicant will make arrangements for third-party observers, representing accreditation bodies, to be present during any given inspection of the manufacturing facilities producing products covered by this application.
- b. In consideration of the processing of this application, the applicant agrees to abide by any conditions attached to the approval of this application, the requirements of the applicable standards and codes, and the Rules of Procedure of ICC Evaluation Service, LLC, as they now exist and as they may be reasonably modified in the future.
- c. The applicant agrees to make all necessary arrangements for ICC-ES to investigate complaints related to any product certification resulting from this application. The applicant also agrees to keep a record of all significant complaints made known to the applicant about the certified product(s), and to make these records available to ICC-ES upon request. The applicant will take appropriate action with respect to such complaints, and document the actions taken.
- d. An ICC-ES MCV Report(s) does not imply any guarantee or warranty (expressed or implied, and including but not limited to merchantability) by ICC-ES against defects or failures in service nor any responsibility in regard to patent or trademark infringement, misuse of trade name or trade secrets, or any other aspect of unfair competition. Affirmative actions of ICC-ES are based primarily on the data submitted by the applicant and/or Report Holder's Name and the validity and integrity thereof as implicitly represented by the applicant and/or Report Holder's Name in submitting the same. Applicant agrees that it shall have no cause of action or claim against ICC-ES or its parent corporation, the International Code Council, Inc., or the officers, directors, members and employees of either entity from time to time arising out of any MCV Report(s) issued pursuant to this application, whether or not such MCV Report(s) is subject to conditions, or out of any denial of this application. Applicant agrees to hold ICC-ES, its parent corporation, the International Code Council, Inc., or any of their affiliates, parent, brother or sister corporations or their successor-in-interest or assigns, and the officers, directors, members, and employees of such entities ("ICC" collectively throughout this paragraph) harmless, and to defend and indemnify them, with respect to any claim, liability, action or judgment arising from the use or operation by any person of the product or service to which the application relates, actual or asserted, whether related to the matters set forth in the first sentence of this paragraph or otherwise, whether for personal injury, wrongful death, property damage, or any type of injury or damage whatsoever, whether or not of the same kind or nature as any of the foregoing. ICC's rights pursuant to the foregoing sentence, and applicant's obligations there under, shall apply whether or not it is claimed that ICC was concurrently negligent with others, solely negligent, actively or passively negligent, and whether or not the legal theory of the claimant(s) is on one of the foregoing grounds or some other. Delaware 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 ICC the maximum legal protection. If this application is for a renewal of an existing MCV Report(s), the provisions of this paragraph shall apply from the date of first granting of that MCV Report(s), whether upon application or without application by applicant or a predecessor and regardless of: intervening modifications to said MCV Report(s) or modifications pursuant to application for renewal; any prior change in the number assigned to the MCV Report(s); and any prior change in ownership rights in or rights to said MCV Report(s), or any additional MCV Report(s) included in the MCV Report(s), whether one or more, since granting of said first additional MCV Report(s).

Name of Authorized Applicant

Name of ICC-ES Authorized Personnel

Title

Title

Phone/Fax

Phone/Fax

Email

Email

Signature

Signature

Date

Date

One copy of all supporting data should be submitted to ICC-ES, 3060 Saturn Street, Suite 100, Brea, CA 92821, with this application. A check, money order, credit card or wire transfer in U.S. dollars, covering the full application fee and made out to "ICC Evaluation Service," must accompany the application. The fee is nonrefundable. Applicants for new ICC-ES MCV Report(s) should note that a qualifying on-site inspection will be required, in accordance with applicable ICC-ES Rules of Procedure. The applicant must reimburse ICC-ES for expenses incurred in performing such inspections. Reimbursable expenses include, but are not limited to, travel expenses and staff time.

ICC-ES Marketing Claim Verification

FORM B - Manufacturing Plant Locations

The following information is required for each plant where your listed products are manufactured. If there are more than two manufacturing locations, make photocopies of this sheet as needed.

Company Name:

File No. (if known):

Plant Name:

Plant Street Address:

City/State/Zip/Country:

Contact Person:

Person responsible for QA system:

Phone:

Email:

Hours & days of operation:

Anticipated plant closings, shutdowns or holidays:

Is this plant ISO 9000 Certified? No Yes

Plant Name:

Plant Street Address:

City/State/Zip/Country:

Contact Person:

Person responsible for QA system:

Phone:

Email:

Hours & days of operation:

Anticipated plant closings, shutdowns or holidays:

Is this plant ISO 9000 Certified? No Yes

Please select preferred use of language for all inspections: English Spanish

Signature of Applicant:

Print or type name and title:

Date: