

AMCA Publication 512-09

AMCA Listing Label Program



**AIR MOVEMENT AND CONTROL
ASSOCIATION INTERNATIONAL, INC.**

The International Authority on Air System Components

AMCA Publication 512-09

AMCA Listing Label Program



Air Movement and Control Association International, Inc.
30 W. University Drive
Arlington Heights, Illinois
60004

AMCA Publications

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Air Movement and Control Association International
30 West University Drive
Arlington Heights, IL 60004-1893 U.S.A.

AMCA International, Incorporated
c/o Federation of Environmental Trade Associations
2 Waltham Court, Milley Lane, Hare Hatch
Reading, Berkshire, United Kingdom
RG10 9TH

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Related AMCA Documents

**Related
Publications**

| | |
|--------------------------|---|
| ANSI/AMCA Standard 500-L | <i>Laboratory Methods for Testing Louvers for Rating</i> |
| AMCA Publication 501 | <i>Application Manual for Louvers</i> |
| ANSI/AMCA Standard 540 | <i>Test Method for Louvers Impacted by Wind Borne Debris</i> |
| AMCA Standard 550 | <i>Test Method for High Velocity Wind Driven Rain Resistant Louvers</i> |

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AMCA Listing Label Program

1. Purpose

The purpose of this program is to provide a follow up service for louvers tested in accordance with ANSI/AMCA Standard 540, *Test Method for Louvers Impacted by Wind Borne Debris*, and louvers tested in accordance with AMCA Standard 550, *Test Method for High Velocity Wind Driven Rain Resistant Louvers*.

2. Scope

The products within the scope of this publication are louvers that are used for high wind and/or high intensity rain areas, as required by the ICC Code.

This program shall apply only to a complete cataloged series of sizes. It shall not apply to individual sizes in a series, or part of a series, or special units on which catalog ratings are not published. A Listing Label may be obtained for a louver meeting the requirements of ANSI/AMCA 540, *Test Method for Louvers Impacted by Wind Borne Debris*, AMCA Standard 550, *Test Method for High Velocity Wind Driven Rain Resistant Louvers*, or both.

The AMCA Listing Label shall be used only in connection with the specifically listed device. A Listing Label may be obtained for an approved wind borne debris louver application, a high velocity wind driven rain louver application, or both.

The AMCA Listing Label shall be used only on complete units. The application of the AMCA Listing Label to individual component parts, such as blades, frames, etc., is not permitted.

3. Definitions

Nameplated products

AMCA Publication 11, *Certified Ratings Program Operating Manual*, allows a company to nameplate another company's product line. For the purposes of this document, a company may also nameplate a product line of its own (i.e., sell an identical product line under a different name). The product line must be identical to the original product line. All the requirements of AMCA Publication 11 for licensing a nameplated product line do also apply.

Performance ratings(s)

Data generated from actual tested products used to derive the listed and published information.

4. Data Submittal Requirements

AMCA staff shall accept for review only test data obtained in the AMCA Laboratory, an AMCA Recognized Laboratory (see Annex C), or a Dade County approved laboratory.

The following data shall be submitted with the application form:

Test data for each test conducted, conforming to the test standard used.

Results of the test(s), corrected to standard air density, where applicable.

Performance curve(s) of the test results, with test points identified. Curves shall be in accordance with the test standard used.

Dimensional drawings of each size of the product line, adhering to the dimensions specified in the applicable standard (see Section 1) for the type of product being submitted.

Photograph of each test setup.

Proposed catalog.

5. Catalog Requirements

5.1 Required qualifying statements

In addition to the performance data specified for each product, qualifying statements shall be published to assist the user in applying the ratings information correctly.

The required qualifying statements are contained in this section and the appropriate standards.

5.1.1 Statement required adjacent to the AMCA Listing Label

In catalogs containing ratings of listed products, the following statement shall be printed prominently and immediately adjacent to the reproduction of the AMCA Listing Label:

“(Listee’s name) certifies that the (product designation) shown hereon (or herein) is approved to bear the AMCA Listing Label. The ratings shown are based on tests and procedures performed in accordance with AMCA Publications and comply with the requirements of the AMCA Listing Label Program.”

5.1.1.1 Listed Wind Borne Debris Impact Resistant Louvers (per ANSI/AMCA Standard 540)

When Wind Borne Debris Impact Resistant Louvers are approved to use the AMCA Listing Label, the following statement shall be shown immediately adjacent to the label:

“The AMCA Listing Label applies to Wind Borne Debris Impact Resistant Louvers.”

5.1.1.2 Listed High Velocity Wind Driven Rain Resistant Louvers (per AMCA Standard 550)

When High Velocity Wind Driven Rain Resistant Louvers are approved to use the AMCA Listing Label, the following statement shall be shown immediately adjacent to the label:

“The AMCA Listing Label applies to High Velocity Wind Driven Rain Resistant Louvers.”

5.1.2 Promotional literature

When referring to approved products in promotional literature, it is permissible to use the term “AMCA Listed.” Terms such as “AMCA Approved,” or “Approved by AMCA,” which might indicate that AMCA International is responsible for the product’s performance, shall NOT be used.

5.1.3 Non-listed products

In connection with non-listed products, no phrase shall be used which is liable to be interpreted to mean that such products are approved to bear the label. Phrases such as “tested and rated to AMCA standard test method” or “rated to AMCA standards” shall NOT be used.

5.1.4 Catalog changes

If, at any time, the catalog(s) containing listings are changed or revised in any way, the Listee shall submit a proof copy of the new catalog to AMCA International for both verification of the performance data and conformance to the use of the Listing Label. AMCA International staff shall advise the Listee if there are any changes or corrections required to meet the requirements of this program. When all requirements have been satisfactorily met, AMCA International staff shall advise the Listee that the proof copy is acceptable.

The Listee shall submit to AMCA International staff a copy of the catalog prior to its release to the public, and, if unchanged from the proof copy in any way relative to the requirements of the program, AMCA International staff shall advise the Listee that the catalog is acceptable.

If the catalog does not meet the requirements of the program, AMCA International staff shall notify the Listee immediately of the discrepancy and shall advise the Listee not to distribute the catalog to the public. The Listee shall correct the discrepancies and resubmit the catalog to AMCA International staff.

6. General Guidelines for Products

6.1 Manufacturer’s responsibility

It is incumbent on the manufacturer to develop catalog performance ratings of the listed products so that the product provided to customers performs within the tolerances allowed by the AMCA Listing Label Program.

It is the responsibility of the manufacturer to apply the AMCA Listing Label to only those products (louvers) which are fabricated in accordance with the specifications to which the originally tested louvers were manufactured. In addition, the manufacturer shall provide in-house quality control inspections to assure the same quality exists in post-tested construction details as the original test sample.

The manufacturer will provide to AMCA construction details/drawings of the louver which represents the louver sample being tested.

If the Listee sells a listed product that is physically different in design and/or construction from that which was submitted to AMCA International for listing of the performance data, it shall be considered a violation of the Listing Agreement. AMCA International shall withdraw the Annex to the Listing Agreement immediately upon confirmation of the violation.

The only recourse available to the Listee shall be relisting in accordance with Section 13.4.

6.2 AMCA Staff responsibility

AMCA staff is responsible for the administration of the Listing Label Program by verifying that the performance ratings developed by the manufacturer were done in accordance with the requirements of this program.

AMCA staff will review original construction details/drawings provided by the louver manufacturer and verify that the test sample is constructed accordingly.

6.3 Rating development

The performance rating of a louver or a series of similar products are developed from tests conducted in accordance with ANSI/AMCA 500-L, ANSI/AMCA 540, and AMCA Standard 550. Once the required tests have been completed and the manufacturer has developed the catalog for this product, AMCA will review and approve the catalog document and add the product to the listing directory on the AMCA website. In addition, upon completion and acceptance of the catalog, AMCA will provide documentation and approval for AMCA Listing Labels to be affixed to the louver.

6.4 Design changes

Any changes to the geometric proportions or the properties that may change the performance of a listed product(s) shall be considered to be a new product.

7. Check Test Tolerances

7.1 Check tests

The Listee/manufacturer shall maintain, or cause to be maintained, such manufacturing control of listed devices manufactured by or for the Listees, when tested in accordance with ANSI/AMCA 500-L, ANSI/AMCA 540, or AMCA Standard 550, the following tolerances:

7.1.1 Wind driven rain

A 1220 mm x 1220 mm (48 in. x 48 in.) louver shall be inspected against manufacturing drawings of the original sample test and shall be subjected to the Wind Driven Rain section of ANSI/AMCA 500-L at 22 m/s (50 mph) wind velocity & 202.4 mm (8 in.) rain per hour rate. The check test tolerances for each class rating are listed in the following table:

| Wind-Driven Rain Check Test Minimum Acceptable Efficiencies | |
|--|---------------|
| Class | Effectiveness |
| A | 98% |
| B | 90% |
| C | 75% |

Discharge loss coefficient for louvers shall not be less than 90% of the minimum value as determined in the original test in its class.

7.1.2 Impact testing of louvers

A 1220 mm x 1220 mm (48 in. x 48 in.) louver shall be inspected against manufacturing drawings of the original sample test. It shall then be missile impact tested in accordance with ANSI/AMCA 540. The criteria listed in ANSI/AMCA 540, Sections 7 and 8, shall be used to determine its pass/fail qualification.

8. Testing Requirements

All devices tested as described in Section 8.1 and/or Section 8.2 shall be products as-built, unpainted, cleaned, degreased, and without additional factory-applied coating on the product surfaces which would enhance water-shedding capability. All devices tested shall be in the full open position without a screen across the air passages of the louver.

8.1

High velocity rain resistant louvers shall be tested in accordance with the Wind Driven Rain test of ANSI/AMCA 500-L and the High Velocity Wind Driven Rain test of AMCA Standard 550.

8.2

Impact resistant louvers shall be tested in accordance with ANSI/AMCA 540.

9. Retesting to Maintain Listing

Each listed product line shall be subject to a check test within 36 months of issuance of label, and within 36 months thereafter under a continuing label. In the event that the data submitted with the original application was obtained on a preproduction sample, the first check test is required within 12 months of issuance of label, and within 36 month periods thereafter under a continuing label.

9.1 Check test sample specifications

9.1.1 ANSI/AMCA Standard 500-L Testing

A 1220 mm x 1220 mm (48 in. x 48 in.) louver shall be tested in accordance with ANSI/AMCA Standard 500-L Wind Driven Rain test at a maximum of every 3 years and must be within the tolerance listed in Section 7 to maintain the listing.

9.1.2 ANSI/AMCA Standard 540 Testing

A 1220 mm x 1220 mm (48 in. x 48 in.) louver shall be impact tested in accordance with ANSI/AMCA 540 at a maximum of every 3 years and meet the testing requirements of ANSI/AMCA 540 to maintain the listing.

9.1.3 Test sample gauge

The gauge of the test sample frame shall be checked against the original submitted drawings to ensure structural validity of the frame.

9.2 Check test failure

If the test unit fails to perform or be within the check test tolerance in Section 7, AMCA International Staff shall notify the Listee of the violation. The Listee may request additional time to verify, repair, or correct the check test product, or provide another production product for a check test which will perform satisfactorily. The Listee has 90 days after the original notification of failure to perform within the check test tolerance.

Failure to correct the product within the 90 days shall constitute a violation of the Listing Agreement. AMCA will remove the listing from the AMCA website, and the Listee must cease to label their product.

Any product line that fails a check test, but is corrected within the period allowed pursuant to this section, shall be liable to further check tests at any time after six months from the date of notification that the corrected product passed the check test.

9.3 Nameplated products

In the case of a nameplated product line, only the original manufacturer's product shall be subjected to a check test.

9.4 Inspection of check test sample

9.4.1 Shipping/assembly condition

Before testing, the check test sample shall be carefully inspected for damage or apparent assembly faults. If any damage or apparent faults are found in this inspection, AMCA International staff shall notify the Listee. The Listee shall repair or replace the damaged test sample prior to the check test. Failure to repair or replace the test sample within 60 days shall be considered a failure to provide a check test sample; as a result, AMCA will remove the listing from the AMCA website, and the Listee shall cease to label their product.

9.4.2 Design verification

If the test sample appears to be different in design and/or construction from the product as originally submitted, or different from the product as described in the Listee's current catalog, AMCA International staff shall notify the Listee of the discrepancy. The Listee shall verify that either the sample is correct or that it is incorrect within 30 days. If the sample is incorrect, the Listee shall correct or replace the sample within 90 days of written notification of the discrepancy.

9.5 Charges

The cost of performing check tests shall be borne by the Listee. AMCA International staff shall charge the Listee for the check test in accordance with the current schedule of AMCA International Laboratory testing fees.

When check test samples are supplied by the Listee, they shall be shipped to the AMCA International Laboratory, freight prepaid by the Listee. Failure to ship prepaid shall result in a service charge in accordance with the fee schedule.

10. Labeling

The appropriate AMCA Listing Label shall be attached to each listed product sold. The label shall be controlled by AMCA and can only be used on listed products that are in accordance with this standard.

A separate label shall include the following information:

Company name

Plant location (city, state)

Date of manufacture

11. AMCA International Listing Label

11.1 Trademark

The AMCA International Listing Label is a registered trademark of AMCA International that shall be affixed to a listed product or reproduced by the Listee in catalogs and other publications, as permitted by this document.

11.2 Purchase of the AMCA International Listing Label

The Listee shall obtain quantities of the AMCA International Listing Label from AMCA International. Reproduction of the AMCA International Listing Label for application to products is strictly prohibited.

11.3 Permitted uses of the AMCA International Listing Label

The AMCA International Listing Label shall be affixed to a product that is listed to use the Label. Reproductions of the Label shall be used upon receipt of written approval:

On the same page of a catalog as the performance ratings of a listed product and when accompanied by the required qualifying statement.

On the outside cover of a publication containing performance ratings of listed products only. If the required qualifying statement does not accompany the Label on the outside cover, there shall be a second Label inside, accompanied by the required qualifying statement.

In publications, advertising, displays and exhibits, etc., when directly and specifically associated with a product currently listed to bear the Label. When no performance ratings of any kind are present, no qualifying statement is required.

11.4 Prohibited uses of the AMCA International Listing Label

The AMCA International Listing Label shall not be affixed to any product not listed to use the Label.

Reproductions of the Label shall not be used:

On any page of a publication containing performance ratings of any nonlisted products, except when displayed in accordance with Section 11.4.1.

In photographs or illustrations of products not currently listed to use the Label.

In any way that implies that the products not currently listed to use the Label are so listed.

To imply that the listing applies to ratings not covered by the listing agreement.

To imply the listing certifies manufacturing quality.

11.4.1 Combined page or spread

Where the ratings of licensed products are on the same page or spread as nonlicensed products, a clear physical separation and statement shall differentiate licensed products from nonlicensed products.

12. Directory of Listed Products

The Directory of Listed Products shall be displayed on the AMCA website, shall be regularly updated, and shall include all products that are listed to use the AMCA International Listing Label.

The directory shall include the following:

Manufacturer

Sizes

Model number

Type of listing (ANSI/AMCA 540, AMCA 550, or both)

13. Violations

13.1 Publishing a catalog without AMCA International review

If the Listee makes a catalog available to the public that has not been reviewed and found to be acceptable by AMCA International staff as required, AMCA International staff shall notify the Listee that they are in violation of the listing agreement as soon as AMCA International staff is aware of the violation.

The Listee shall submit a copy of the catalog in question to AMCA International staff for review, in accordance with Section 5.1.4. If the catalog is found to comply with this Program, AMCA International staff shall notify the Listee,

and no further action is required.

If the catalog is not found to comply with the requirements of this program, AMCA International staff shall advise the Listee of the discrepancies found. The Listee shall cease further distribution of the catalog, and, in so far as practical, recall any catalogs already distributed. The Listee shall have 90 days to correct the catalog and resubmit a corrected proof or printed copy to AMCA International staff for review, in accordance with Section 5.1.4.

Failure to correct the catalog within the 90-day period shall result in AMCA International withdrawing the Annex to the Listing Agreement for the product line or lines contained in the catalog. AMCA International staff shall be authorized to grant an additional 30 day extension period when, in their opinion, special circumstances so justify.

13.2 Failure to provide a check test sample

If AMCA International has chosen to obtain the check test sample from the Listee, they shall request in writing that the unit be shipped to AMCA International within 3 months from the date of request. Failure to ship a unit within this time period shall constitute a violation and result in the loss of the AMCA International listing for the product line. AMCA will remove the listing from the AMCA website, and the Listee shall cease to label their product.

If the product line is about to become obsolete, the Listee may so declare, and the request for a check test sample shall be cancelled. The Annex to the Listing for the product line shall be withdrawn 6 months from the date of the original request.

The Annex to the Listing Agreement shall also be withdrawn for any "nameplated" product line or a product line produced by an alternate manufacturer. AMCA International staff shall notify all concerned parties prior to revoking the Annex.

13.3 Test units supplied by the Listee

Products that are "nameplated" shall also be corrected and published as required above.

13.4 Relisting

A product line that had its Annex withdrawn for failure to perform within the check test tolerances, or for failure to correct a catalog, may be relisted by making a new application with a new product designation in accordance with Section 6.

13.5 Misuse of the Listing Label

The use by a Listee of the Label or other logos or marks, in any way that is prohibited by Section 11.4, shall be considered a violation of the Listing Agreement. AMCA International staff shall notify the Listee in writing that they are in violation of the Listing Agreement as soon as AMCA International staff is aware of the prohibited use. The Listee shall immediately cease the prohibited use and shall advise AMCA International in writing, within 30 days of notification, what corrective action will be taken by the Listee to rectify the prohibited use.

Failure to advise AMCA International within the 30 day period or failure to complete the corrective action within 3 months shall result in the withdrawal of the Annex to the Listing Agreement for any or all product lines affected by the violation.

Annex A

Listing Agreement (Normative)

Air Movement and Control Association International, Inc. Listing Label Program License Agreement

THIS AGREEMENT, made this _____ day of _____, 20____, by and between AIR MOVEMENT AND CONTROL ASSOCIATION INTERNATIONAL, INC., a non-profit corporation organized under the laws of the State of Michigan, United States of America, having its principal office at 30 West University Drive, Arlington Heights, Illinois 60004, USA, hereinafter called the "Licensor" or "AMCA International", party of the first part, and a corporation, having its principal office at hereinafter called the "Licensee," party of the second part.

WITNESSETH:

WHEREAS, Licensor has developed, promulgated, and adopted Standards for the testing and rating of air movement and control devices; and

WHEREAS, it is in the public interest that there be adopted and maintained uniform standard methods of testing and rating air movement and control devices in order to avoid confusion and misunderstanding and to give to purchasers and potential purchasers a better means of selecting such devices on the basis of performance; and

WHEREAS, in order to identify devices which the seller certifies have not only been tested and rated in accordance with the uniform standard testing procedure and appropriate Standards, but also produced within certain manufacturing tolerances to effect performance, Licensor has adopted an identifying label entitled "AMCA Listing Label", a copy of which label is attached hereto on a separate sheet marked "Exhibit A", and which is hereinafter referred to as "the Label"; and

WHEREAS, Licensor is willing to license any person, firm or corporation within the United States of America and Canada (and within any other country wherein its Listing Label is registered as a trademark) manufacturing air movement and control devices, and certain other sellers of such devices, to use the Label on specific products properly qualifying under the terms and conditions hereinafter contained; and

WHEREAS, Licensor is willing to license the use of this Label, for specific qualified devices manufactured or sold by Licensee, in consideration certain responsibilities and obligations to be assumed and carried out by Licensee as hereinafter described; and

WHEREAS, Licensee is engaged in the business of manufacturing air movement and control devices or of selling the products of licensed manufacturers and desires to use said Label for properly qualified products on the products themselves or reproductions of it in publications, advertising, and other communications relating to such products and wishes so to be licensed;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Licensor does hereby grant to Licensee the license to use the Label on those specific air movement and control devices manufactured or sold by Licensee which have been licensed individually and specifically in writing by Licensor, and to use a reproduction of this Label for the devices so licensed in publications, advertising, and other communications issued by Licensee and pertaining to and only to the performance ratings of such devices so licensed, subject to the terms and conditions hereinafter more fully set forth.
2. Licensee hereby accepts the license herein granted for the specific devices licensed by Licensor and agrees to employ the same only to the extent permitted herein, and in the Listing Label Program, and subject to limitations and qualifications therein contained. No new license agreement will be necessary when additional specific devices are later licensed in writing by Licensor, and it is fully understood that such later licensed devices shall be subject to all limitations, conditions, and qualifications herein contained.

3. Licensee hereby accepts the Standard Test Methods as specifically referenced in the Listing Label Program, and any and all amendments and modifications from time to time promulgated by Licensor, as setting forth the proper and best available methods for testing and rating air movement and control devices. Licensee hereby accepts and agrees to be bound by the provisions of the AMCA International Listing Label Program being Publication 512 and as the same may hereafter from time to time be revised by AMCA International.

All Standard Test Methods now or hereafter adopted by Licensor are herein sometimes referred to as "Standards."

4. Licensee will use the services of an independent recognized laboratory which is capable of testing air control devices in accordance with said Standards and which has been recognized by Licensor, or the AMCA International Testing Laboratory.
5. During the term hereof, Licensee agrees that all of Licensee's published ratings indicating performance of specific air movement and control devices sold by the Licensee shall conform to the following conditions:
 - (a) Test results used for publications shall be based on the design of a device which is the same in geometric details as that placed in production and offered to the public. The device shall be tested as a complete unit with all regularly furnished accessories in place and no device which cannot be produced in the production line shall be used for said test results.
 - (b) Published ratings shall be the results of tests made in accordance with the applicable standard and shall be the results of proper calculations made in accordance with provisions of said Standard and Label Listing Program and based upon tests made as per (a) above.
 - (c) Licensee shall publish the product performance ratings which have been licensed. A copy of each such publication shall be filed with Licensor, who shall also be informed as and when any changes are made in the publication. No product ratings will be licensed unless such ratings are published in catalogs.
6. Licensor will check the information presented by the Licensee, but this does not relieve the Licensee of responsibility for full compliance with the appropriate AMCA Standard and Label Listing Program in the event later examination of the data shows errors in the testing and/or rating method. Failure of the Licensor to detect errors and/or omissions in the data shall in no way presume against the Label Listing Program or relieve the Licensee of responsibility for making necessary corrections.
7. Licensee agrees that it will make reference to the licensed Label only in connection with the performance ratings of those specific devices for which Licensee secures Licensor's authorization for use of the Label in accordance with the Agreement. Licensee further agrees that the use of such Label shall be confined to air movement and control devices as such only, and shall under no circumstances be used for the purpose of indicating or certifying the ratings of any other product or products, although the same may embody the use, in combination, of any such device, Licensee agrees to place the Label only on products manufactured after effective date of license. Licensee shall use the Label only in those countries in which Licensor has registered it as a trademark; and Licensor shall not be responsible for any use of such Label by Licensee in any country where Licensor has not obtained a trademark registration respecting such Label.
8. Licensee agrees to maintain or cause to be maintained manufacturing control of devices manufactured by or for the Licensee and sold under or in connection with the licensed Label, such that, when checked in accordance with the applicable Standard, the devices shall perform within the check test tolerances specified by the Label Listing Program.
9. It is Licensor's present intention to continue research in the development of more accurate and simplified methods of testing and rating air movement and control devices in the interest of more scientific knowledge for the benefit of the public, the Licensee, and other manufacturers of such devices. Licensor may from time to time incorporate developments and improvements into the applicable existing Standard by way of an amendment thereto, or by the promulgation of new Standards, which amendment or new Standard will be supplied to the Licensee and will thereupon be deemed to be binding upon the parties hereto to the same extent as though the same were a part of the present Standard, and Licensee will comply with any such amendment of or new Standard or any part thereof within the time limit or limits provided for therein, or if no time limit is provided for compliance with such amendment or new Standard, or any part thereof, the Licensee shall

comply therewith within a reasonable time after the adoption or promulgation thereof.

10. In the event that Licensee shall violate any provision hereof or of the AMCA International Listing Label program or fail to perform any obligation herein imposed upon Licensee, Licensor shall have the right to give written notice to Licensee, specifying the violation or failure complained of, and if within 15 working days (or in the case of a Licensee located outside of the United States of America, Canada or Mexico, within three (3) months) after the sending of such notice, Licensee shall not have corrected such violation or performed such obligation, nor have made substantial progress in the sole judgment of Licensor toward such correction or performance, Licensor may thereafter effect immediate withdrawal of the use of the Label as applied to each complete catalog series which includes the device or devices in violation by means of a notice in writing to the Licensee. Immediately upon withdrawal of the use of the Label for a specific device or devices, the Licensee shall discontinue the use of the licensed Label for such series of devices. If such withdrawal shall apply to all theretofore-licensed devices of Licensee, the same shall constitute a termination of this Agreement.
11. Licensor agrees that it will make reasonable efforts to induce the other licensees to use the licensed Label in accordance with provisions comparable to those contained herein, but Licensor shall not be obligated hereby to take any action except in its sole discretion, and Licensor shall in no event be liable to Licensee by reason of any act of any other licensee.
12. In the event of any dispute between Licensor and Licensee as to the rating or performance of a licensed device of Licensee, a production unit of such device selected by Licensor shall be submitted for testing and rating to the AMCA International Testing Laboratory or to an independent laboratory chosen by Licensor, and the result certified by such laboratory shall be final and binding on the parties hereto. The charges of such laboratory shall be borne by the party in error.
13. The license granted hereby shall be a nonexclusive license. This license shall not be subject to sale, transfer, assignment, or other disposition, voluntary or involuntary, in whole or in part, without the prior written consent of the Licensor. Licensee shall not knowingly permit any other person, firm or corporation to use the licensed Label or make reference to it in any connection or for any purpose whatsoever in contravention hereof or of Publication 512 and it is specifically agreed that the Label may not be used by any person, firm or corporation who may combine a product of Licensee with any other product, or who may assemble a device with parts purchased in whole or in part from Licensee. Irrespective of similarity of design, comparative performance, or other similar characteristics of products developed by the Licensee to those for which he has the Label, the Licensee may not extend the use of the Label to these products without the expressed approval of the Licensor.
14. Licensee grants to Licensor the right at all reasonable times to inspect Licensee's test facilities. Licensee agrees that it will, whenever requested by Licensor, permit agents of Licensor to enter Licensee's manufacturing premises and inspect the same to the extent sufficient to enable Licensor to determine if adequate controls are being maintained to assure proper manufacturing tolerances and further agrees to deliver to such agents one or more licensed devices selected by them from the production line to permit testing thereof for conformity to Licensee's published ratings. Such inspections shall be no more frequent than is necessary, in Licensor's reasonable judgment, to maintain a suitable check on manufacturing tolerances, and no more than one model of any licensed device shall be requested at any one time.
15. It is understood that Licensor assumes no responsibility to any person, firm or corporation for the use of or reliance on the licensed Label by the Licensee, and the Licensee hereby agrees to indemnify and save harmless the Licensor and its respective officers, directors, employees, agents and members from any and all claims, demands or causes of action and all costs of defenses, including court costs, expenses and reasonable attorneys' fees incurred by AMCA International or its officers, directors, employees, agents and members for damages or injuries of any nature whatsoever, whether special, indirect, consequential or compensatory, on the part of any person, firm or corporation whatsoever arising out of the purchase, sale, use or handling of any product manufactured by Licensee, and without limiting the generality of the foregoing, particularly from any claim, demand or cause of action arising out of any alleged misrepresentation of the product manufactured by Licensee, and the reliance by any person, firm or corporation on the licensed Label.
16. It is understood that the work performed by Licensor and proposed hereafter to be performed by Licensor in the development of adequate methods of testing and rating air movement and control devices has been and will be done as a public service and for the purpose of assuring continued and increasing confidence in the catalogs, bulletins, representations, and products of the air movement and control industry. The provisions contained in this Agreement, and particularly the provisions relating to Licensor's right to inspect Licensee's test and manufacturing facilities and products and Licensor's

right to effect termination hereof or withdrawal of the Label on a specific device or devices because of default, are designed primarily for the purpose of avoiding confusion among customers and potential customers of the industry and to avoid damage to the reputation and value of the Licensor and its Label as evidences of impartial scientific service. To this end, the provisions hereof are to be construed liberally and without regard to the fact that this Agreement has been prepared by the Licensor. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois of the United States of America.

17. The term of the Agreement shall commence on the date of the execution hereof, and shall continue until terminated as herein provided. Licensee shall have the right to terminate this Agreement by written notice to Licensor of not less than thirty (30) days. This Agreement may be terminated by Licensor for the default of Licensee as provided in Paragraph (10) hereof. Licensor may also terminate this Agreement with respect to any one or more Standards, effective at the end of any calendar year, by six (6) months notice in writing to Licensee, but only if such termination shall be in conjunction with the termination of all other license agreements then existing between Licensor and Licensees with respect to such Standard or Standards. Upon termination hereof, Licensee shall discontinue the use of the licensed Label and shall not thereafter use the same for any purpose whatsoever.
18. For the supervision of the use of the Label for licensed devices and to reimburse Licensor for a fair share of the expenses of operating the Label Listing Program, Licensee agrees to pay Licensor in United States Dollars in accordance with the schedule of charges specified in the Label Listing Program and at such rates as shall be determined by the Members of the Air Movement and Control Association from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

AIR MOVEMENT AND CONTROL ASSOCIATION INTERNATIONAL, INC.

SIGNATURE: _____

PRINT NAME: BARBARA L. MORRISON

TITLE: EXECUTIVE DIRECTOR

WITNESS: _____

PLACE CORPORATE SEAL HERE:

LICENSEE: _____

SIGNATURE: _____

SPELL NAME: _____

TITLE: _____

WITNESS: _____

: PLACE CORPORATE SEAL HERE:

Annex B Listing Labels (Informative)

HIGH VELOCITY
RAIN RESISTANT
LOUVER



①

The logo features a red square with the text 'amca INTERNATIONAL' at the top, a stylized 'A' in the center, and 'LISTED' at the bottom. This square is superimposed on a white wireframe globe.

IMPACT
RESISTANT
LOUVER

Enhanced Protection




②

The logo features a red square with the text 'amca INTERNATIONAL' at the top, a stylized 'A' in the center, and 'LISTED' at the bottom. This square is superimposed on a white wireframe globe.

IMPACT
RESISTANT
LOUVER

Basic Protection




③

The logo features a red square with the text 'amca INTERNATIONAL' at the top, a stylized 'A' in the center, and 'LISTED' at the bottom. This square is superimposed on a white wireframe globe.

HIGH VELOCITY
RAIN RESISTANT
AND
IMPACT RESISTANT
LOUVER

Enhanced Protection



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LOUVER

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⑤

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Annex C

AMCA Recognized Laboratory Procedure (Normative)

C.1

The applicant shall compile documentation on the laboratory to demonstrate that it complies in all respects to the requirements of the appropriate test standard.

C.2

The applicant shall submit a completed application for recognition of laboratory, the documentation collected in Section C.1, **two** completed copies of the Laboratory Recognition License Agreement, and the application fee.

C.3

The AMCA technical staff will review the application and supporting documentation and will notify the applicant if any further information is required, or if any changes are needed before a witness test can be scheduled.

C.4

After the application has been approved, the AMCA technical staff and the applicant will select a suitable product or products for testing, and will arrange a mutually convenient date for the witness test.

C.5

The witness test will be performed in the applicant's laboratory. If considered necessary by the Director of Laboratory Services, a second witness test will be performed, and AMCA technical staff will issue an invoice for the witness test.

C.6

AMCA technical staff will indicate if any changes to the test report are required to comply with the program.

C.7

AMCA technical staff will issue an invoice for the Laboratory Recognition License Fee.

C.8

Upon payment of all witness test fees, license fee, and receipt of the corrected test report, the AMCA technical staff will add the applicant to the list of Recognized Laboratories, issue a Laboratory Recognition Plaque, and sign both copies of the Laboratory Recognition License Agreement. One copy will be returned to the licensee.



AIR MOVEMENT AND CONTROL ASSOCIATION INTERNATIONAL, INC.

30 West University Drive
Arlington Heights, IL 60004-1893 U.S.A.

Tel: (847) 394-0150 • Fax: (847) 253-0088
E-Mail : info@amca.org • Web: www.amca.org

The Air Movement and control Association International, Inc. is a not-for-profit international association of the world's manufacturers of related air system equipment primarily, but limited to: fans, louvers, dampers, air curtains, airflow measurement stations, acoustic attenuators, and other air system components for the industrial, commercial and residential markets.