

## MANUFACTURER TERMS AND CONDITIONS AGREEMENT

THIS AGREEMENT (“AGREEMENT”) CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU (“MANUFACTURER”) AND THE INTERNATIONAL LIVING FUTURE INTITUTE (ILFI) WITH RESPECT TO PARTICIPATION IN DECLARE. READ THIS AGREEMENT CAREFULLY BEFORE YOU SIGN BELOW. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT (1) YOU ARE THE MANUFACTURER CEO OR COMPANY HEAD RESPONSIBLE FOR THE PRODUCT (“PRODUCT”) LISTED BELOW AND ARE AUTHORIZED TO ENTER THIS AGREEMENT FOR AND ON BEHALF OF YOURSELF AND/OR YOUR COMPANY AND ARE DOING SO, AND (2) YOU HAVE READ AND UNDERSTAND AND AGREE THAT YOU AND YOUR COMPANY SHALL BE BOUND BY THESE TERMS AND CONDITIONS AND ALL MODIFICATIONS AND ADDITIONS PROVIDED FOR BELOW. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT SIGN THIS AGREEMENT.

### GENERAL

By participating in Declare, you accept, without limitation or qualification, the following Terms and Conditions.

1. The International Living Future Institute (ILFI) reserves all rights not expressly granted in these Terms and Conditions. ILFI reserves the right to prohibit, restrict or discontinue your access to Declare if you violate any terms of this agreement. ILFI may modify these Terms and Conditions at any time without notice. The modified Terms and Conditions will be effective upon posting to the website.
2. The Declare label is valid for 12 months from date of issue. ILFI will notify the manufacturer of pending label expirations no less than 30 business days prior to the expiry date, during which time the manufacturer may renew the label without lapse. Label renewal requires that the manufacturer provide a Product Declaration Form with updated information and a new Terms and Conditions agreement signed by the manufacturer CEO or company head responsible for the product. If the label has expired the manufacturer must immediately discontinue using the Declare label until a new label is issued by ILFI.
3. After receipt of the declare fee payment, an executed copy of this agreement and a complete Product Declaration Form, ILFI will review each product to determine the product’s Declaration status and conformance to the requirements of the Living Building Challenge (LBC) Materials Petal, Imperative 11, Red List. There are three Declaration Status options, Declared, Living Building Challenge Compliant, and Red List Free. If ILFI determines a product contains an ingredient from the LBC Red List that ingredient will be listed in Red on the label and product will be listed in the Declare database as Declared. If ILFI determines the product contains a Red List ingredient that has a temporary LBC exception in place, the exception will be noted on the Declare label and the product will be listed as Living Building Challenge Compliant. If ILFI determines that the product has no Red List ingredients it will be listed as Red List Free. Temporary exceptions may be removed from Living Building Challenge program by ILFI at anytime, but exceptions will remain valid for each product until the expiration date of the Declare label. ILFI has sole discretions to determine the Declaration status of a product.
4. If product ingredients are modified from what was originally submitted to ILFI within the 12-month label period, manufacturers must immediately discontinue use of the Declare Label and notify ILFI. To re-submit a product to Declare, manufacturers must send an updated Product Declaration Form and a new Terms and Conditions Agreement signed by the company CEO or company head responsible for the product to ILFI. Product ingredient change submissions will be assessed a fee based upon the existing fee schedule posted to the Declare website unless the change is to remove a Red List item. To encourage manufacturers to remove Red List ingredients from their products the license fee will be waived if the change is to remove a Red List ingredient. After complete documentation is received and the renewal fee is paid ILFI will issue a new label within 30 days, valid for 12 months from the date of issue.
5. If ILFI has determined that the information submitted in the Product Declaration Form is inaccurate or the manufacturer is in violation of the Terms and Conditions, the ILFI will contact the manufacturer. The manufacturer has 15 days to dispute the determination. ILFI has sole discretion to determine if a product has submitted inaccurate information or is in violation of the Terms and Conditions and reserves the

right to cancel the Declare label, withdraw the product from the database, and publicize the withdrawal on the Declare website and other media outlets. If the Declare label is revoked the manufacturer must immediately discontinue their use of the Declare label. No refunds will be provided due to inaccuracies or violations of the Terms and Conditions.

6. It is the responsibility of the manufacturer to complete the Product Declaration Form for each product fully and accurately. Incomplete Product Declaration Forms will be returned to the manufacturer and the product will not be considered for listing in the Declare program until the Product Declaration Form is completed and returned to ILFI.
7. The Declare label that is issued to the manufacturer may not be tampered with or altered in any way. If it comes to ILFI's attention that the label has been altered, or is being used after the 12-month expiry, ILFI reserves the right to withdraw the label and product from the database and advertise the withdrawal in media outlets.
8. In agreeing to these Terms and Conditions you understand and agree that ILFI has the right to freely publish all information that you provide.

#### DISCLAIMER AND LIMITATION OF LIABILITY

1. ILFI does not guarantee and expressly disclaims any representation that Declare is an exhaustive or complete analysis or identification of products. Specifically, the information listed about a product in Declare is not endorsed, nor guaranteed by ILFI.
2. ILFI will not be liable under any circumstances for any damages or injury arising from or in any way associated with your participation in the Declare program. Materials, services and other information are provided "as is" by ILFI for educational purposes only. Declare makes no express or implied warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose or use, title or non infringement.
3. In no event shall ILFI be liable for any special, indirect, incidental, or consequential damages or any damages whatsoever, including but not limited to loss of use, data, or profits, arising out of or relating to the participation in the Declare program or the copying or display of information accessed through this site, whether or not ILFI was advised of or aware of the possibility of such damages. This disclaimer of liability is effective without regard to the form of any action, including but not limited to contract, negligence, tort, strict liability or any other theory.
4. ILFI does not guarantee the accuracy, adequacy, or completeness of any information provided on this site and is not responsible for any errors or omissions or for the results obtained from the use of such information.
5. Accuracy and use of the label is the sole responsibility of the manufacturer. The manufacturer agrees to indemnify, hold harmless, and defend the ILFI from any claim or legal action asserted against ILFI, and arising or resulting from manufacturer's participation in the Declare program or use of the Declare database or the Declare label, including the payment of all legal expenses, including but not limited to attorney's fees, expert consultation costs and ILFI staff time.
6. ILFI also reserves the right to temporarily or permanently discontinue this site, any page, or any functionality on Declare at any time and without notice.

#### COPYRIGHTS AND TRADEMARKS

Declare is owned and operated by ILFI. Unless otherwise indicated, copyright of all information and other materials on Declare is owned by or licensed to ILFI. All rights are reserved. Certain marks and logos displayed on Declare are ILFI trademarks. Without ILFI's prior permission, or expressly listed below, ILFI trademarks and logos are not allowed to be displayed or used in any manner by any other person or entity. All trademarks and service marks referenced on Declare that are not owned by ILFI are the property of the respective owners.

#### PROGRAM REFERENCE

Manufacturers that have received a Declare label have the right to refer to their products as the following:

1. If your product has been issued a Declare label: "Product X" is participating in Declare

2. If your product has been issued a Declare label and determined to be LBC Compliant due to a temporary Red List exception: “Product X” is Living Building Challenge Compliant.
3. If your product has been issued a Declare label and determined to be Red List Free: “Product X” is Red List Free..

**LABEL USAGE**

Manufacturers that are provided a Declare label have the right to use the label on general marketing materials and registered product materials. The label cannot be used on or associated with any other product than the product designated on the label. The label cannot be modified, altered or otherwise tampered with in any way.

**PROGRAM EXPLANATION**

1. DECLARE is a voluntary self-disclosure program aiming to transform the building materials industry towards healthier and more ecological products through ingredient transparency.
2. Participating in DECLARE means this product has voluntarily self-disclosed all ingredients in order to promote transparency.
3. Living Building Challenge Compliant means this product meets the requirements of the Red-List Imperative of the Living Building Challenge due to a temporary exception.
4. Living Building Challenge Red List Free means this product does not contain any ingredients on the Living Building Challenge’s Red List.

Manufacturers cannot make any environmental claims about their products in relationship to Declare and the Living Building Challenge other than those listed above. Manufacturers specifically cannot claim that their project has been certified by Declare or the Living Building Challenge or endorsed by Declare or the Living Building Challenge.

**LIVING BUILDING CHALLENGE LOGO USAGE**

Manufacturers must contact ILFI for any request to use the Living Building Challenge logo.

**CEO OR COMPANY HEAD RESPONSIBLE FOR PRODUCT AGREEMENT**

By signing below I acknowledge that I have read, understand and agree to the Terms and Conditions. As the CEO or company head responsible for the product listed below, I am authorized to enter into this agreement for and on behalf of my company and myself and attest that to the best of my knowledge the information included in the Product Declaration Form is complete and accurate.

Manufacturer Name \_\_\_\_\_ Product Name \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_