



355 Lexington Avenue, New York, NY 10017-6603

Tel: 212-297-2122 Fax: 212-370-9047

www.buildershardware.com

Application for Certification, License Agreement and Program Manual
January 2011 Edition

Applicant Information

Form with fields for Company Name, Street Address, City, State, Zip, Primary Contact Name, Phone, Email, and Signature and Date.

1.0 The undersigned manufacturer hereby applies to the Builders Hardware Manufacturers Association, Inc. ("Association" or "BHMA") for a license to assert compliance with this agreement and applicable BHMA standards.

2.0 Applicant is permitted to be any manufacturer from any country whether or not a member of the Association. Any manufacturer of builders hardware, of the types covered by the Standard(s), and who has received a license hereunder may submit models or finish types for certification.

3.0 This Agreement shall be governed by the laws of the State of New York.

4.0 Certification and testing shall be to represent compliance with this agreement and the respective American National Standards copyrighted by the BHMA. The Licensee shall certify that models or finish types, on which certification is asserted, shall be in full conformance with the Standard.

5.0 The license fee, which is separate and apart from any other fee or payment set forth in this Application and Agreement, shall be calculated and paid in conformance with Schedule 2. Any failure to make a license payment within 60 calendar days shall result in the immediate and automatic revocation of the license herein granted.

6.0 Applicant shall agree to pay to the Laboratory upon demand, the costs of all tests, inspections, and selections, wherever conducted, referred to in this Application, based upon the Laboratory's schedule of charges effective at the time. Applicant agrees to pay costs incurred by the Laboratory in collecting any unpaid account of Applicant, including reasonable attorney's and collection fees.

7.0 The Applicant is encouraged to use the Certification Mark on each of its certified products or package solely to identify products that are certified according to the terms of this Agreement. Applicant is hereby granted a non-exclusive license to affix the Association's Certification Mark, a copy of which is annexed hereto as Exhibit A, to the certified model, its specifications, advertisements, literature, or other information relating to the model.

8.0 The Association shall hold in confidence any confidential information provided by Applicant relating to Applicant's products. Detailed results of tests shall not be divulged to any person other than the Applicant by the Association except in response to a subpoena or other valid legal process. While neither the Association nor the Laboratory has any duty or obligation to resist responding to a validly issued subpoena or other legal process, the Association shall make reasonable efforts to notify any Applicant of any subpoena or process it receives relating to Applicant's products.

9.0 By accepting this non-exclusive license, Applicant hereby acknowledges that **the BHMA Certification Mark is exclusively and validly owned, in all its rights, title, and interest, by the Association.** Applicant expressly waives any rights, past, present or future, to contest such ownership and agrees not to do or cause any act contesting or in any way impairing or tending to impair the Association's ownership, right, title, and interest in the Certification Mark. Applicant also agrees not to use the Certification Mark to the detriment of the Association. The scope of this non-exclusive license is world-wide. The Association expressly reserves its rights to grant similar licenses to other entities manufacturing or selling other certified models whether or not such other models compete with the Applicant's products.

10.0 Upon request by Association counsel, **Applicant hereby agrees to provide a representative sample of any advertisement, literature, package, or label** prepared by the Applicant using the Certification Mark. In the event Association counsel determines that the Applicant's materials are inaccurate or misleading in any material respect, Applicant shall either refrain from using the offending materials or Applicant agrees to make such modifications, as may be reasonably requested by Association counsel.

11.0 During the time that a product is listed in an Association-sponsored program, **the Applicant shall produce only models conforming in all material respects** to the certified models covered by the test report and as shown on the Laboratory's records prepared during or as a result of tests or inspections. If a certified model is materially altered or changed by the Applicant so that new test results would likely be affected, any such alteration or change shall be approved by the Laboratory either through engineering analysis or test conducted by the Applicant or the Laboratory before any such model is offered for sale or lease bearing any marking indicating certification or utilizing the Certification Mark of the Association or in any way advertised by Applicant as being conforming.

12.0 **The license herein granted to the Applicant is non-assignable** or otherwise divisible or transferable without the Association's prior written consent. Such consent is permitted to be withheld at the sole and absolute discretion of the Association. Any such assignment or transfer without such consent shall be null and void and of no effect. An assignment by a parent group to one of its entities, however, is permitted.

13.0 **Products certified under this Program sold to other manufacturers for resale,** (sometimes referred to as private label or OEM products) are permitted to be certified without being retested. The reseller shall also be a licensee, cannot alter the product, and shall reference the original certified model in the certification application. An engineering evaluation shall be performed by the Laboratory as confirmation of equivalency.

14.0 Applicant shall maintain a **policy of product liability insurance** with a reputable and solvent insurance company licensed to issue policies of insurance insuring against injury to persons or property arising from the use or sale of the certified models in the minimum amount of \$1,000,000. Such policy shall name the Association as an insured party. If the Applicant is self-insured for product liability and the Association agrees, applicant shall maintain a certificate of self insurance in the amount of \$1,000,000. Such certificate shall name the Association as the insured party. Failure to maintain insurance, or provide certificate of self insurance, shall be deemed an automatic termination of this Application and Agreement in its entirety, including the license herein.

15.0 Upon **termination** of Certification for any reason, Applicant shall not thereafter affix the Association's Certification Mark to any model which was not completely manufactured and ready for shipment at the time of such termination. A representative of the Association, for a reasonable length of time after termination of Certification, shall have access to pertinent manufacturing facilities to verify that the markings are not being affixed to any models. The Association representative shall agree in writing to hold in strict confidence any and all confidential information provided by Applicant or relating to Applicant's products.

16.0 **The approval, renewal or continuation** of Certification shall be based upon compliance by Applicant with the provisions of this Application and the Manual. If the Association becomes aware that any model manufactured, produced, distributed or sold by Applicant bears any marking indicating that such model is certified when such model is not in fact certified, the Association shall give notice of such fact to Applicant. Applicant shall promptly (1) cease claiming or representing in any fashion compliance with the standard or (2) promptly cease to sell or distribute such models.

17.0 In granting a license to the Applicant, **the Association assumes no liability** to the Applicant, a purchaser or user of the product, or any other person with respect to the performance of the certified models. Except for claims of trademark infringement relating to the Certification Mark, the Applicant shall defend, indemnify and hold the Association harmless from and against any and all claims and expenses including reasonable attorney's fees actually incurred by the Association relating to any claim against the Association by any person relating to the manufacture and sale of Applicant's certified models; provided, however, the Association shall promptly notify

Applicant of any such claim, and provided further the Applicant is given complete control over the defense of any such claim, including selection of counsel, control of litigation and settlement, provided still further that the Association must cooperate in all respects with the Applicant in handling any such claim.

For example, and not by way of limitation, if Applicant shall (a) wrongfully represent (by wrongful use of model number, marking indicating Certification or otherwise) that a model is certified, or (b) sell or distribute a model bearing any marking indicating Certification when such model fails to conform in any respect to the model currently certified at the time of the Applicant's sale or distribution thereof, Applicant shall indemnify and hold harmless the Association from all liability and expense, including reasonable attorney's fees, incurred by the Association by reason of such misrepresentation by Applicant or by reason of damage or injury resulting directly or indirectly from such misrepresentation.

**17.1 Additional Liability Limitations Relating to Actions by the Laboratory** Applicant acknowledges that the association is not responsible for, and hereby relieves the Association from liability for, any and all claims or losses, damages, or injuries, of any nature whatsoever, arising out of or concerning the tests or other actions of the Laboratory, or the confirmation or denial of Certification as a result thereof, or the revocation or cancellation of same under the conditions herein set forth.

**18.0 Cancellation and Revocation of Application** In the event of a material violation of any of the provisions of this Application by Applicant and upon written notice specifying such violation provided to Applicant, the Association shall in addition to any other remedy it has at equity or law, have the right to (a) cancel this Application and Agreement and (b) revoke and discontinue any or all certifications of certified models thereafter produced, manufactured, distributed, licensed, sold, or leased by Applicant, including the License granted herein. Termination of this Agreement shall also terminate Applicants Certification provided, however, that Sections 8.0, 14.0, 15.0, 17.0, 18.0, and 20.0 shall be preserved and continued in effect.

## **19.0 CERTIFICATION AND TESTING**

**19.1** Laboratories shall provide to BHMA, a complete schedule of program fees including all services, tests, and witness program fees, which will be applied during the administration of the agreement. Fees shall be the same for all participants, and shall not be changed without notice and the approval of the participating members of BHMA. Program fees shall be in effect for initial, follow-up, and retesting. Payment by the participants shall be directly to the test laboratory in accordance with the laboratory's terms and conditions.

**19.2** The authority for the selection of test laboratories is vested in the BHMA. A single test lab is normally designated by the BHMA Product Section to administer the test program for each BHMA standard (referred to as the "designated laboratory" or "the Laboratory" herein). Designated labs shall be selected only from a list of qualified labs maintained by the BHMA, and approved by Board of Directors. Such laboratories shall be independent and nationally recognized, shall administer the program assigned, and shall conduct and supervise the tests in accordance with this agreement. Designated labs are shown in Schedule 1. Multiple qualified labs may be designated for testing when approved by the responsible product Section. Alternate labs may also be used by the Licensee for informational purposes. Although BHMA encourages the practice, it is the decision of the designated lab if it wishes to evaluate and approve the test reports from an alternate lab. Manufacturers participating in certification programs to a given standard may petition the section to change to another laboratory, or allow multiple test labs. A 2/3 majority vote of the affected Section is needed to change or add a lab.

**19.3** The Licensee shall at all times cooperate within reason, during normal business hours, with the Laboratory to facilitate testing, witnessing of tests, and inspections. The laboratory shall contact BHMA when the Licensee is not responding in a timely manner, there are questions with current listings, or otherwise not complying with the requirements of this agreement. BHMA shall then contact the Licensee to review current listing status and necessary actions required to maintain the listing. Laboratory visits shall be conducted during normal working hours, unless otherwise consented to by Licensee, and the Laboratory shall have full and prompt access to Licensee's production and assembly lines, warehouse, and other production or storage facilities for the purpose of witnessing tests or selecting tests specimens or both.

**19.4** Prior to submitting any new listings, the participant shall have completed testing in the last year performed at the designated test lab, or under a witness test program or a client test program approved and controlled by the designated lab. The test specimens for new listings shall be either from full production runs, or if early in the product release, representative of future intended production models (early release samples). The test report number shall be provided to BHMA along with the new directory listing. The test report shall indicate if the testing was performed on early release samples.

19.5 The Licensee shall furnish the Association, in a timely manner, listings of its certified models to be used by the Association for the published listing. The year of the edition of the applicable standard shall be included. The listings shall be organized so that the models are grouped in a way that representative test reports can be verified, and follow up testing groupings are evident to the laboratory, who is permitted to request engineering verification of groupings as necessary. When further clarification of model numbers or groupings is required, the laboratory can proceed by engineering evaluation to confirm the equivalency. The models or finish types to be selected shall be from those certified under the Program and listed in the latest Directory of Certified Products. Testing of any model to confirm certification shall be conducted under requirements set forth in the Manual in effect at the time of testing the model.

19.6 Listings will be posted on the BHMA website by BHMA following receipt of payment of the annual license fees, and, for any new listings, verification of the test reports by the designated lab. The Association shall maintain and publish a listing of the models that have been certified and are in good standing and that are permitted to be sold bearing the Certification Mark. The Association shall not be responsible for errors or omissions in the submissions.

19.7 Follow-up testing shall be performed per Schedule 1 at either the designated laboratory, or the manufacturer's facility at the option of the Licensee. When early release samples were used for initial testing, the follow-up testing shall commence immediately on production runs. When production run samples were used for the initial testing, the first cycle of the schedule shall be considered to be satisfied. The Laboratory shall provide to the participant, a schedule of the testing to be performed on all the product groupings throughout the cycle. Products in the follow-up phase will continue to be listed and considered conforming unless the laboratory or participant notifies BHMA to remove the listing.

19.8 Testing at the manufacturer's facility shall be performed under a witness or client data testing program providing full confidence in the testing accuracy, in accordance with the requirements of the designated laboratory.

19.9 Licensee shall maintain with the Laboratory a current listing of all places of production; where multiple facilities produce the same models, all shall be tested independently.

19.10 The test specimens for follow up testing, shall be determined to be random and representative of current production by one of the following methods as agreed to by the participant and the laboratory (a record of the selection method shall be maintained):

- Selected by a representative of the designated laboratory.
- Selected by a designated participant employee authorized by the test laboratory.
- Obtained randomly through a distributor.

19.11 The Laboratory shall issue to the Licensee a new test report for each model tested. Test reports shall be retained by the laboratory through the duration of the certification period and otherwise in accordance with laboratory policies. In case a model fails to comply with one or more requirements, the Laboratory shall within 30 calendar days after completion of tests, furnish Licensee with a report setting forth in detail the nature of such failure. If a model complies in all respects with the requirements, the Laboratory shall within 30 calendar days after completion of all tests notify Licensee thereof in writing and shall issue Licensee a test report indicating conformance.

19.12 Retention of test samples shall be in accordance with laboratory requirements and as requested by the licensee.

19.13 During Program Testing, if a model or finish type fails the test requirements, a second test shall be performed with a fresh sample lot within 60 calendar days. This test shall be conducted in the same location as the original test. Should the second test also show failure, the Licensee shall have 60 calendar days to make corrections or shall, in the opinion of the Laboratory, have made substantial progress toward the correction of the cause of failure, otherwise certification shall be withdrawn for that model or finish type until such time as the model or finish type in questions is recertified. The laboratory shall then inform BHMA the listed products have failed retesting and shall be removed from the directory.

19.14 The cost of the retest or witnessing fees because of a failure shall be paid by the Licensee. With the approval of the laboratory, retesting may be limited to the affected test attributes rather than the full standard.

19.15 The Licensee shall be notified by the Laboratory of the date of retesting models or finish types which failed to pass the test the first time, and may have a representative present to witness the test and inspect the

model after installation in the test equipment. Adjustments in accordance with the Licensee's instructions shall be permissible after installation, but prior to test.

19.16 Any person may challenge the compliance of any certified product in accordance with the procedures set forth herein (complaint testing). Before any complaint of non-compliance is made against a model or finish type certified by a Licensee participating in the Program, the complainant shall have tested the model or finish type according to the Standard and submitted a copy of the results to both the Association and the Laboratory. Thereafter, if, in the sole judgment of the Laboratory, there appears to be reasonable grounds for the complaint, the Laboratory shall obtain a random sample of the model or finish type in question and shall test it. The Laboratory shall also notify the Licensee that complaint testing is being performed.

19.17 The cost of any complaint testing (including the acquisition, testing and final disposition of the model or finish type) shall be borne completely by Complainant or the Licensee based on the final outcome of the process. In the event the Laboratory results show failure, the Licensee certifying the model or finish type in question shall pay the costs; in the event the model or finish type in question successfully passes the prescribed test, Complainant shall pay the cost. Complainant may be required to post bond or cash deposit with the Laboratory to insure payment of the test in the event the model or finish type in question successfully passes the test.

19.18 If, following a test failure, Licensee wishes to seek recertification of the product, the cost of the tests, including selecting, witnessing and final disposition of the hardware shall be borne completely by the Licensee.

A) If a model or finish type fails a second test, and the Licensee *seeks to retain certification on that model or finish type*, the following actions shall be taken: two sample lots of corrected models or finish types shall successfully pass the prescribed tests conducted or supervised by the Laboratory; and following completion, the specified number of sample lots, selected at random by the Laboratory shall successfully pass the prescribed test during the ensuing year. These shall be of the same type, but not necessarily the same as, the model or finish type that failed.

B) If a model or finish type fails a second test, and the Licensee *seeks to withdraw certification of the failed model or finish type but to retain certification on other models or finish types*, the following actions shall be taken: the Licensee shall remove and stop all representations that the failed model or finish type is certified under the Program, and the Licensee shall remove that model or finish type from its list of certified products.

20.0 **Right to Appeal** Licensees shall have the right to appeal actions taken by the Association and actions taken by the Laboratory provided such actions are not related to pass or fail criteria as determined by the Laboratory. The procedures set forth here are required to be used by both the Association and the Licensee. Initially, a nonbinding mediation effort shall take place for 30 calendar days. If mediation is not successful, Licensee shall within 15 calendar days notify the Association in writing of its intention to seek arbitration. The arbitration and the selection of the arbitrator shall proceed under the rules of the American Arbitration Association or its successor. Such arbitration shall take place in New York, New York. The hearing shall be scheduled on a date that allows the Licensee sufficient time to prepare and which is at least 30 calendar days after Licensee indicates its intention to appeal. Licensee may attend the arbitration hearing, be heard, and be represented by counsel. Licensee and the Association agree to be bound by the decision of the arbitrator, which shall be made in writing and which shall set forth a factual basis for any conclusions made. The losing party shall be responsible for paying all costs and fees, as well as the reasonable attorney's fees of the prevailing party. No further appeal is permitted.

21.0 **Revisions and Terms** This Application shall become a contract between Licensee and the Association upon its acceptance in the space below, by the Association; it being mutually agreed that this instrument upon such acceptance, contains all, and the only agreements between the Association and Licensee, and that no agent or representatives of either party has made any statements, representations, or arguments, verbal or written, modifying, contradicting, or adding to these terms and conditions.

The Association reserves the right to make revisions to the Application and Agreement and to issue a new Application which will become a contract between the Licensee and the Association when accepted by both parties.

This Application and Agreement shall remain in effect for one year from the date of acceptance by the Association and shall be automatically renewed for additional two year terms until terminated either by the Licensee or the Association. Notice of intent to terminate the agreement shall be provided in writing, at least 60 calendar days before the end of the term and shall take effect at the termination of the term, or as otherwise agreed by the parties.

For the year commencing (month) \_\_\_\_\_, (year) \_\_\_\_\_.

Applicant (Company) \_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Official's Printed Name

\_\_\_\_\_

Title

The Association hereby accepts the above application and agrees to the terms thereof.

Upon the execution of this document, the Applicant will be hereafter referred to as the Licensee.

**BUILDERS HARDWARE MANUFACTURERS ASSOCIATION, INC.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

# SCHEDULE 1

## Test Samples, Frequencies, and Special Requirements

**Definition of a Model** A class of similar products having the same essential design where random selection and testing of any one model from a group would fairly represent the group. Additional model stipulations are included within the specific standards sections below. If requested by the test lab, the licensee shall provide clarification of the model numbers and groupings for determining test frequencies.

If there is no production of certified models requested by the Laboratory in progress, the Laboratory is permitted to select alternate models and shall also have prompt access to verify that the models originally requested are not then in production.

**Either right or left handed samples** shall be considered representative of the models tested. The selection of test samples shall also be in accordance with the appropriate ANSI/BHMA Standard for the series or type of product. The test lab shall retain the right to select *any* model or function within a category. Any strikes and the associated fasteners paired with the product are also part of the testing.

**Optional parts**, such as alternate strikes, packaged with a certified product shall meet the grade claimed and are subject to testing. Alternatively, if their use with the product would reduce the grade, it must be indicated.

Except as modified within the specific standard section below, the test laboratory shall perform functional testing and verification of all characteristics specified by the standard. Compliance with requirements to outside standards referenced within a BHMA A156 series standard (i.e. UL 1034), is permitted to be controlled under an existing separate follow-up testing program by a recognized test laboratory.

To help ensure continuous and current monitoring, the testing of various models is expected to be distributed throughout the required cycle whenever practical. For example, if the test frequency is for each model to be tested every four years, and the licensee has eight models, two should be tested each year.

Only products with finish requirements in their respective standards are allowed to have finish listings in the directory.

### **Butts and Hinges, ANSI/BHMA A156.1**

**Frequency:** Each model shall be tested once every four years.

**Test Lab:** ITS

Distinct models shall be defined as the number of knuckles contained and shall be full mortise hinges. Half mortise, half surface, and full surface applications, and any other leaf configurations are permitted to be included in the certification without test providing the Laboratory attests that the barrel construction is identical in all significant respects to the full mortise hinge counterpart.

Standard weight and heavy weight full mortise hinges shall be tested in 4 1/2 inch barrel height Light weight hinges shall be tested in 3 1/2 inch barrel height. Double weight and triple weight hinges shall be tested in 5 inch barrel height or the height certified if 5 inch is not available.

### **Locks and Latches, ANSI/BHMA A156.2**

**Frequency:** Each model shall be tested once every three years.

**Test Lab:** ITS

Initial testing of models shall be performed on entry lock functions F40 or F81 (or manufacturer's equivalent among functions listed in this Standard).

### **Exit Devices, ANSI/BHMA A156.3**

**Frequency:** Each model shall be tested once every four years.

**Test Lab:** UL

One device shall be tested in each of the following listed types and grades that are certified and comprise one test sample lot: Model series shall be as determined by the Laboratory. Each shall generally consist of products having unique construction design for latch retraction. Variations in construction not affecting latch retraction from the egress side of the door shall not constitute justification for establishing a new model series. Material variations not affecting wear and strength characteristics as determined by the Laboratory shall not constitute justification for

establishing a new model series. For inside operational tests, an exit device of the 01 function shall be used for qualification of a model. Any device within any one model having different working components or different materials shall be tested separately. This testing is permitted, at the option of the Licensee, to be coordinated with and be a part of the Laboratory's own in-plant follow-up inspection service. No less than one test sample lot shall be tested annually.

**Exit Trim Testing** The sample rate for testing trim shall be as determined by the Laboratory based upon a worse case condition approach. Licensees shall submit catalog data and test data to assist the Laboratory in determining operating trim to be selected. If there are any trims or trim combinations the Licensee does not wish to certify, these shall be identified to the Laboratory and the BHMA. All other trims shall be subject to selection for testing by the Laboratory. The sampling rate shall be such that all families of trim types and functions shall be tested within a 4 year cycle.

#### **Door Controls-Closers, ANSI/BHMA A156.4**

**Frequency:** Each type shall be tested once every four years.

**Test Lab:** ITS

One of each type and grade certified comprises one test sample lot.

A closer type is a closer having identical components except for exterior cosmetic changes.

A manufacturer's stock door closer shall be used for testing. For surface mounted and concealed in door closers, a size IV closer shall be used for qualification purposes. For floor and overhead concealed closers, a size III or IV closer shall be used for qualification purposes. The manufacturer shall certify that the balance of the line also meets the performance requirements.

For finish testing, arms and covers only shall be tested. For closers with no covers, only arms shall be tested. For floor closers, cover plates and pivots (if used and exposed) only shall be tested.

#### **Cylinders and Input Devices, ANSI/BHMA A156.5**

**Frequency:** Each model shall be tested once every three years.

**Test Lab:** ITS

#### **Architectural Trim, ANSI/BHMA A156.6**

**Frequency:** Each model shall be tested once every four years.

**Test Lab:** TBD

#### **Door Controls-Overhead Stops and Holders, ANSI/BHMA A156.8**

**Frequency:** Each type shall be tested once every four years.

**Test Lab:** ITS

Perform functional testing and verification of all characteristics specified by the standard.

One of each type and grade certified comprises one test sample lot. A type is a unit having identical components except for exterior cosmetic changes.

#### **Cabinet Hardware, ANSI/BHMA A156.9**

**Frequency:** Each model shall be tested once every four years.

**Test Lab:** UL

#### **Cabinet Locks, ANSI/BHMA A156.11**

**Frequency:** Each model shall be tested once every four years.

**Test Lab:** ITS

#### **Interconnected Locks, ANSI/BHMA A156.12**

**Frequency:** Each model shall be tested once every three years.

**Test Lab:** ITS

#### **Mortise Locks, ANSI/BHMA A156.13**

**Frequency:** Each model shall be tested once every three years.

**Test Lab:** ITS

#### **Sliding and Folding Doors, ANSI/BHMA A156.14**

**Frequency:** Each model shall be tested once every four years.

**Test Lab:** ITS

#### **Closer Holder Release Devices, ANSI/BHMA A156.15**

**Frequency:** Each model shall be tested once every four years.

**Test Lab:** ITS

One of each type and grade certified comprises one test sample lot. A type is a unit having identical components except for exterior cosmetic changes.

#### **Auxiliary Hardware, ANSI/BHMA A156.16**

**Frequency:** Each model shall be tested once every four years.

**Test Lab:** TBD

#### **Self Closing Hinges, ANSI/BHMA A156.17**

**Frequency:** Each model shall be tested once every four years.

**Test Lab:** UL

Distinct models shall be defined as full mortise single acting, mortised in door double acting, horizontal spring pivot hinges, adjustable gate tension spring pivot hinges, and screen or dwarf door spring hinges. Other applications including half surface, full surface, clamp flanges, and other applications of gate spring pivot hinges are permitted to be certified without test providing the Laboratory attests that the barrel construction is identical in all significant respects to their hinge counterparts.

Spring hinges listed or labeled by a nationally recognized independent test laboratory testing to the requirements of A156.17 and under an in-plant follow up inspection service, and providing the construction of the hinges is the same as their grade one counterparts, are not required to be tested.

Standard weight full mortise single acting spring hinges shall be tested in 4 1/2 inch barrel height. Double acting spring hinges shall be tested in 6 inch barrel height. Light weight spring hinges shall be tested in 3 1/2 inch barrel height.

#### **Power Assist and Low Energy Power Operated Doors, ANSI/BHMA A156.19**

**Frequency:** Each model shall be tested once every four years.

**Test Lab:** UL

Perform functional testing and verification of all characteristics specified by the standard including signage. Signage mounting requirements shall be verified through inclusion in the installation instructions. One of each model shall comprise one test sample lot.

#### **Straps and Tee Hinges, ANSI/BHMA A156.20**

**Frequency:** Each model shall be tested once every four years.

**Test Lab:** TBD

Distinct models shall be defined as steel pin strap hinges and steel pin tee hinges and all hasps. Strap and tee hinges with aluminum or brass pins are permitted to be certified without test providing the Laboratory attests that the construction of the of the hinges is otherwise identical in all significant respects to those tested.

#### **Thresholds, ANSI/BHMA A156.21**

**Frequency:** Each type shall be tested once every four years.

**Test Lab:** ITS

Types are permitted to be grouped by the manufacturer considering material, minimum threshold thickness exclusive of legs and maximum span between supports. Full product representation is subject to laboratory engineering analysis.

#### **Gasketing, ANSI/BHMA A156.22**

**Frequency:** Each group shall be tested once every four years.

**Test Lab:** ITS

The program does not apply to Integral Gasketing.

Groupings consist of existing distinctions for smoke and non-smoke, by location – perimeter, bottom, and meeting stile, as well as adjustable/non-adjustable, and rating levels. Full product representation is subject to laboratory engineering analysis.

### **Electromagnetic Locks, ANSI/BHMA A156.23**

**Frequency:** Each type shall be tested once every three years.

**Test Lab:** ITS

One lock shall be tested in each of the following listed types, and rankings that are certified and comprise one sample lot:

Types and Rankings:

Door lock with magnet and armature in direct pull, 1500 lbf, 1000 lbf, and 500 lbf rankings.

Door lock with magnet and armature in shear, 1500 lbf, 1000 lbf, and 500 lbf rankings.

The Rated Voltage shall be published in the force designation of the lock Certification listing.

Locks when used shall have been certified as complying with the requirements of ANSI/BHMA A156.2 for Bored and Preassembled Locks and Latches, A156.3 for Exit Devices, A156.5 for Auxiliary Locks and Associated Products, A156.13 for Mortise Locks and Latches, and A156.23 for Electromagnetic Locks as applicable. Listing in the BHMA Certified Products Directory for these types of locks is acceptable.

### **Delayed Egress Locks, ANSI/BHMA A156.24**

**Frequency:** Each model shall be tested once every three years.

**Test Lab:** ITS

Delayed Egress Locks: One lock shall be tested in each configuration certified and comprise one sample lot:

Time delay feature with cross bars or push pads with Exit Devices.

Time delay feature with other locks equipped with lever handles or knobs.

Time delay feature with active devices without a latching mechanism

Locks when used shall have been certified as complying with the requirements of ANSI/BHMA A156.2 for Bored and Preassembled Locks and Latches, A156.3 for Exit Devices, A156.5 for Auxiliary Locks and Associated Products, A156.13 for Mortise Locks and Latches, and A156.23 for Electromagnetic Locks as applicable. Listing in the BHMA Certified Products Directory for these types of locks is acceptable.

### **Electrified Locking Devices, ANSI/BHMA A156.25**

**Frequency:** Each model shall be tested once every four years.

**Test Lab:** ITS

Perform functional testing and verification of all characteristics specified by the standard. When engineering specifications are changed to an existing tested model, the Laboratory shall perform an engineering evaluation to confirm equivalency. If equivalency is not established retesting shall be performed, as defined by the test lab, to validate the effected features.

### **Continuous Hinges, ANSI/BHMA A156.26**

**Frequency:** Each type shall be tested once every four years.

**Test Lab:** ITS

Test edge mounted architectural continuous hinges of the geared or barrel type. Certification of the edge mounted type shall apply to other mountings providing the manufacturer attests that the barrel or gear construction of the other types in any one size are identical in all significant respects.

Significant Respects:

Material Type (Aluminum, Steel, Stainless Steel, Brass etc.)

Grade: ANSI/BHMA A156.26 Product Grade: 1, 2, 3

Barrel Diameter

Bearing

### **Exit Alarms, ANSI/BHMA A156.29**

**Frequency:** Each model shall be tested once every four years.

**Test Lab:** ITS

For inside operational tests, an exit lock of the 01 function shall be used for qualification of a model. Any device within any one model having different working components or different materials shall be tested separately.

Perform functional testing and verification of all characteristics specified by the standard.

**High Security Cylinders, ANSI/BHMA A156.30**

**Frequency:** Each model shall be tested once every four years.

**Test Lab:** ITS

Perform functional testing and verification of all characteristics specified by the standard.

**Electric Strikes and Frame Mounted Actuators, ANSI/BHMA A156.31**

**Frequency:** Each model shall be tested once every four years.

**Test Lab:** ITS

Perform functional testing and verification of all characteristics specified by the standard except UL 1034 characteristics covered by NRTL listings and under a follow up program.

**Integrated Door Opening Assemblies, ANSI/BHMA A156.32**

TBD

**Auxilliary Hardware, ANSI/BHMA A156.36**

TBD

## Finish Testing for All Standards

Refer to ANSI/BHMA A156.18-2006 Materials and Finishes or editions as referenced by the individual standard. Where groupings cover multiple revisions of A156.18, the latest edition shall apply.













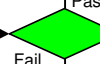

- The participant shall prepare a listing of his product families for purposes of grouping tests under the guidelines of this document. Separate those finishes into sub-categories according to common base material and/or process. The designated test lab has the authority to verify or question the justification. The table below gives examples of Category A groupings (manufacturer shall create a list of finishes from each category A, B, C, D, E).
- Test frequency: One representative finish from each family shall be tested every three years, rotating coverage.
- Tests on brass (whether top surface, substrate, or base material) are sufficient to qualify identically finished bronze and vice versa. Other similarly technically defensible groupings are also acceptable as proposed and reviewed.
- Specimens from the same process may represent products in multiple standards. If there is more than one lab designated the testing, results from one lab are sufficient.
- Each processing facility or vendor is considered a separate process and must be tested individually.
- Within 90 calendar days after a change in finish specification, process, substrate, base material, or finishing source or location, samples shall be submitted for requalification.
- A painted finish in several different colors, where each color is composed of all the same materials except for variations in tints, is considered to be one finish type.
- Actual parts shall be selected for all finish tests except, where prohibited by equipment or method, test coupons may be used.
- As a category B finish, 613 is not subject to testing but may be listed in the certified products directory to represent the manufacturer's product line.
- Unless otherwise specified, UV test cycle default is 8 hours UV 60 C and 4 hours condensation 50 degrees C.

<u>BHMA No.</u>	<u>US Std No.</u>	<u>Base Mat'l</u>	<u>Description</u>
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\*Component designated to be tested

605	US3	Brass	Bright Brass Clear Coated
611	US9	Brz	Bright Brz. Clear Coated
* 606	US4	Brass	Satin Brass Clear Coated
or			
* 612	US10	Brz	Satin Brz. Clear Coated
618	US14	Brs/Brz	Bright Nickel Clear Coated
* 619	US15	Brs/Brz	Satin Nickel Clear Coated
* 622	US19	Brs/Brz	Flat Black Clear Coated
625	US26	Brs/Brz	Bright Chrome Plated
* 626	US26D	Brs/Brz	Satin Chrome Plated
* 627	US27	Alum	Satin Clear Coated
* 628	US28	Alum	Satin Clear Anodized
629	US32	S.S.	Bright
* 630	US32D	S.S.	Satin
* 693		Any	Black Painted
694		Any	Medium Bronze Painted
695		Any	Dark Bronze Painted

## Basic Steps for Participating in the BHMA Certification Program

Resource	Applicant	Lab	BHMA Staff
<b>Subprocesses</b>			
1 (6.0) Send completed application and fee per Schedule 2 to BHMA			
2 (19.4) Perform initial testing			
3			
4 (19.5) Furnish listings with test reports or test report numbers to BHMA			
5 BHMA forwards submittal to designated lab for confirmation			
6 Laboratory verifies test reports			
7 (19.5) Post listings			
8 (7.0) Use certification marks on products and packaging			
9 (19.7) Perform follow-up testing			
10			
11 (19.11) Provide test reports to applicant			
12 (19.13) If failing, retest per procedure			
13			
14 (19.13) If still failing inform BHMA, who will remove from Directory			

## **SCHEDULE 2 FEES**

- Each Standard and each Brand Name listing in the Directory of Certified Products will be assessed a License and Administrative fee of \$1,250 for BHMA members and \$3,750 for non-members of BHMA.
- There is no additional or separate fee for certified finishes per ANSI/BHMA A156.18 listed in conjunction with certified hardware products.
- The fee will be billed annually by BHMA during the publication of the Directory of Certified Products.
- This fee will be set by the Association and is subject to change up to once every year. Applicants are responsible for the latest fee in effect.

### **EXHIBIT A**

#### **BHMA CERTIFICATION MARK**

