

# **BHMA Certified Products Directory Program Manual**



## **BUILDERS HARDWARE MANUFACTURERS ASSOCIATION**

355 Lexington Avenue, 17th Floor, New York, NY 10017-6603

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

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### **About the BHMA Certification Program**

The BHMA Certification Program was developed as a means for producers of builders hardware to indicate compliance with American National Standards sponsored by BHMA. Participating manufacturers certify compliance with the standards based on a continuing program of passing the prescribed tests. The sponsored American National Standards listed in the BHMA Certified Products Directory are performance-orientated standards having cycle, operational, strength, security, and finish test requirements. A Nationally Recognized Test Laboratory performs the third party testing. The program is open to all manufacturers of builders hardware whether or not they are members of BHMA.

A printed copy of the Certified Products Directory is fully revised and updated once a year, each edition superceding the previous edition. The effective date is displayed on the cover. Updates, which may be required during the year in the event additional products are listed, any listed products are decertified, editorial changes are required or new licensees enter the program, are shown on the online version of the Certified Products Directory found at: [www.buildershardware.com](http://www.buildershardware.com).

A system of type number descriptions is provided in the Standards for each product. For convenience, a brief summary of the types is provided in the directory. Listees are permitted to certify models which are slightly different than the published types, provided they describe the features in the directory, and the model meets all other applicable requirements of the standard.

## Instructions on how to Participate

### **Certifying your products is as easy as 1, 2, and 3.**

1. Please sign and return the following Licensing Agreement form (Please send the pages 5 to 12) to BHMA headquarters
2. Contact the appropriate Laboratory (See Operational Manual to identify which lab to call for the product you want to certify to)

Ms. Ayn Chappelle Steinlein  
Hardware Laboratory Manager  
**Intertek Testing Services**  
8431 Murphy Drive  
Middleton, WI 53562  
Phone: (608) 824-7430

Tony Keomanivong  
Project Engineer  
**Underwriters Laboratories, Inc.**  
333 Pfingsten Road  
Northbrook, IL 60062  
Phone: (847) 664-3778

3. Email a separate black & white word file for each of your product listings to [BHMA@kellencompany.com](mailto:BHMA@kellencompany.com). A form of payment must be submitted when sending your listing(s) to BHMA.

### **How do I create my product listing?**

1. Listings will be directly inserted into the directory as is.
2. Company logos are allowed in the first page **only** no other graphics are allowed.
3. All copy must be formatted in Times New Roman, 12 point, regular type, single-spaced. No **bold** is allowed except in the company name. Margins should be **1 inch** all around. Wording must be kept to a minimum. It is acceptable to briefly describe a unique function that is not adequately covered by the standard. Excessive or overly descriptive wording will not be allowed.
4. Do not assign page numbers or insert headers or footers.
5. Be sure to include the revision **year** of the standard to which the products are certified.
6. Updates may be submitted throughout the year by emailing the complete revised listing to BHMA. BHMA will upload revised listings on the web site within fifteen days.
7. The directory is published yearly as listed online by December 1<sup>st</sup> the previous year.
8. All listings must be supported by test reports provided to the selected test lab.
9. See the attached BHMA Operational Manual for the test lab and the frequency of tests that will be required by the laboratory follow up service.
10. The lab will refer to the directory along with the Operational Manual to select test samples for on-going testing.
11. The test lab will bill the manufacturers directly for the test performed and their portion of the administrative costs.



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**Rev G February 2004**  
**Application for Certification and License Agreement Relating Thereto**

Name of Applicant \_\_\_\_\_

Address of Applicant \_\_\_\_\_  
Street & Number City State Zip

Telephone Number \_\_\_\_\_

The undersigned manufacturer hereby applies to the Builders Hardware Manufacturers Association, Inc. ("Association" or "BHMA") for a license to submit material that it asserts complies with hardware models described in the applicable Operation Manual ("Manual") annexed hereto as Exhibit A and which is incorporated in full by reference as part of this Application and Agreement. The Association shall accept these hardware models for certification and hereby agrees that such certification shall be based upon and subject to the following terms and conditions. The Association's obligations and agreements, as set forth herein, are expressly conditioned precedent upon Applicant's continued compliance with the terms and conditions set forth in this Agreement and the Manual.

**1.0 GENERAL**

1.1 Definitions: When used in this Agreement, the following terms shall have the following meaning:

- a. Certification: Certification by the Applicant that the submitted model conforms to the requirements of the American National Standards Institute, Inc. (ANSI) Standard(s) as set forth in the Manual and that the Certification Mark of the Association is permitted to be used in conjunction with the model.
- b. Certified Model: A model certified by the applicant and tested by or subject to test by a Laboratory selected by the Association.
- c. Committee: The Association's Advisory Committee, or its successor.
- d. Effective Date: The date on and after which all models certified shall comply with a new or revised Standard
- e. Laboratories: The Laboratories under contract with the Association to provide testing services.
- f. Manufacturer: Any corporation, firm, or person which primarily performs the function of fabricating in whole or part a product or products which fall in the scope of the Standard.
- g. Model: A class of similar products having the same essential design.
- h. Requirements: The applicable ANSI Standard as identified in the Manual.

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

1.3 Any notice required hereunder shall be deemed to be delivered if accurately addressed and deposited in the United States mail, first class postage prepaid.

1.4 Except as hereinafter provided below, Applicant shall 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 the Laboratory selects a model for testing. Applicant agrees to pay costs incurred by the Laboratory in collecting any unpaid account of Applicant, including reasonable attorney's and collection fees.

1.5 Invoices issued in connection with Section 1.4 shall be paid within 60 days. Any account not resolved in 90 days after the date of invoice shall be cause for revocation of this Agreement. Reinstatement of this Agreement is obtained upon the payment of all outstanding charges plus a \$1,000 reinstatement fee. If reinstatement is not obtained, the Association may after 90 days, inform the Program participants of the revocation.

1.6 All freight, express, or delivery charges on models selected for test shall be prepaid by Applicant. Applicant shall bear the risk of loss or damage to models in transit.

1.7 The filing by Applicant of a petition in bankruptcy or for reorganization under the Bankruptcy or any similar laws or the adjudication of Applicant as a bankrupt, automatically shall revoke ipso facto this Agreement and any right of Applicant to assert certification under this Agreement.

1.8 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.

1.9 The Applicant is encourage to use the Certification Mark on each of its certified products or package and those not so identified shall not be certified. If the applicant chooses not to use the Certification Mark, it shall list those specific products that are certified on its web page and furnish the Association with the list so that it can appear on the Association web page.

1.10 Detailed results of tests shall not be divulged to any person or persons except (a) by the Applicant or (b) in response to a subpoena or other valid legal process. Neither the Association nor the Laboratory has any duty or obligation to resist responding to a validly issued subpoena or other legal requirement. The Association, however, shall notify any Applicant of any subpoena directed towards Applicant's products. If the Applicant elects to divulge a test report, it shall only be the complete report together with any Laboratory disclaimer that is included. The Association and the Laboratory shall agree in writing to hold in strict confidence any and all confidential information provided by Applicant or relating to Applicant's products.

1.11 During the time that a test report is in effect, Applicant shall produce only models conforming in all significant 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 altered or changed by the Applicant to the extent that it is reasonable to assume that test results would be affected, such alteration or change shall be approved by the Laboratory either by engineering analysis or test conducted

by either the Applicant or the Laboratory before any such model is offered for sale or lease, or sold or leased, bearing any marking indicating certification or in any way advertised by Applicant as being certified or as conforming with the requirements or utilizing the Certification Mark of the Association.

1.12 Applicant is permitted to be any manufacturer from any country whether or not a member of the Association.

## 2.0 CERTIFICATION MARK LICENSE

2.1 Solely to identify products that are certified according to the terms of this Certification Application and 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 B to the certified model, its specifications, advertisements, literature, or other information relating to the model.

2.2 The non-exclusive license granted in 2.1 is expressly conditioned, however, upon the following:

a. Applicant remains in compliance with the testing and certification procedures set forth in this Application and Agreement and the Manual, and limits the use of the Certification Mark to models that have been certified.

b. Applicant shall always accompany the Association's Certification Mark with the symbol **SM** until such time as Applicant receives a written notification from the Association that the Certification Mark has been registered by the United States Patent and Trademark Office. Upon receipt of such notification, Applicant shall thereafter accompany the Certification Mark with the symbol ® and, space permitting, the phrase "Registered Certification Mark of BHMA".

2.3 By accepting this non-exclusive license, Applicant hereby acknowledges that the BHMA Certification Mark is exclusively and validly owned, in all its right, title, and interest, by the Association. Applicant expressly waives any rights it might have or ever had 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. All of the Applicant's uses of the Certification Mark shall also be to the benefit of the Association.

2.4 The scope of this non-exclusive license is worldwide.

2.5 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.

2.6 Upon request of 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. Upon request of Association counsel, Applicant further agrees to provide any modification to such samples or new samples.

2.7 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.

2.8 In granting the license herein, the Association assumes no liability to the Applicant or third parties with respect to the performance of the certified models. Except for claims of trademark infringement, the Applicant shall defend, indemnify and hold harmless the Association from and against all claims and expenses including reasonable attorney's fees actually incurred by the Association arising out of the manufacture and sale of certified models provided the Association immediately notifies the Applicant of said claim, and provided the applicant is given complete control of handling said claim, including selection of counsel, control of litigation and settlement, and further provided that the Association cooperates in all respects with the Applicant in handling said claim.

2.9 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. If the Applicant is self-insured for product liability and the Association agrees, it shall provide the Association with a certificate of self-insurance in the amount of \$1,000,000. Such policy shall name the Association as an insured party. A certificate evidencing such policy shall be received by the Association prior to the Applicant's use of the Certification Mark and shall remain in force and effect during the full term of the Certification and any renewal thereof. Failure to maintain this insurance shall be deemed an automatic termination of this Application and Agreement in its entirety, including the license herein.

2.10 The Association shall annually 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. Applicant shall furnish the Association in a timely manner listings of its certified models to be used by the Association to prepare the published listing. A regularly updated listing will also be maintained on the Association website. The Association shall not be responsible for errors or omissions in the submissions.

2.11 A 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 the schedule annexed hereto as Exhibit C, which is expressly incorporated by reference herein and made a part hereof. Any failure to make a license payment within 60 days shall result in the immediate and automatic revocation of the license herein granted. Reinstatement is effected in accordance with 1.5 herein.

2.12 Any test report issued by the Laboratory shall not be used or in any way proffered as evidence of Certification by Applicant except as to models manufactured while such test report was in effect. The issuance or effective period of the test report shall be contingent upon compliance in all respects by Applicant with the provisions of this Application and the Manual.

2.13 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.

### 3.0 CERTIFICATION BY TEST

3.1 Models shall be tested in the order in which they are selected by the Laboratory unless reservations to commence testing on specific dates have been accepted by the Laboratory.

The application of the requirements to any model and the number and extent of tests shall be as set forth in the Manual.

3.2 In case a model fails to comply with one or more requirements, the Laboratory shall within 30 days after completion of tests, furnish Applicant 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 days after completion of all tests notify Applicant thereof in writing and shall issue Applicant a test report indicating conformance.

### 4.0 INSPECTION AND CONTINUED CERTIFICATION TESTING

4.1 Applicant shall furnish for inspection at either Applicant's factory, other point of production, place of business, or elsewhere as coordinated with the Laboratory current production models of basic certified models of Applicant. Applicant shall maintain with the Laboratory a current listing of all places of production.

4.2 Laboratory visits shall be conducted during normal working hours, unless otherwise consented to by Applicant, and the Laboratory shall have full and prompt access to Applicant's production and assembly lines, warehouse, and other production or storage facilities for the purpose of witnessing tests or selecting tests specimens or both. 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.

4.3 The Applicant shall at all times cooperate within reason, during normal business hours, with the Laboratory to facilitate testing, witnessing of tests, and inspections.

4.4 Renewal or continuation of Certification shall be based upon compliance by Applicant with the provisions of this Application and the Manual.

4.5 The Laboratory shall issue to the Applicant a new test report for each model tested.

### 5.0 RECERTIFICATION BY TEST

5.1 Upon establishment of the effective date for new or revised requirements applicable to any certified model, the Association shall promptly issue the new Standard or written notification to Applicant and the Laboratory. Evidence of conformity with new or revised requirements shall be provided to the Laboratory by Applicant in reasonable time to maintain an existing Certification prior to the effective date.

5.2 In the event a re-test is required due to the nature or extent of new revisions to the requirements, Applicant shall request the Laboratory to select a new model, whether the same or modified, for re-test at its own expense.

## 6.0 MODELS IMPROPERLY INDICATING CERTIFICATION

6.1 If the Association becomes aware of any model manufactured, produced, distributed, or sold by Applicant bearing any marking purporting to indicate that such model is certified, when in fact such model does not conform in all details with a certified model, the Association shall give notice of such fact to Applicant. Applicant shall forthwith stop distributing or selling such models, unless the applicant wishes to pursue an appeal pursuant to Section 7.2.

## 7.0 APPEAL PROCEDURES

7.1 Applicants shall have the right to appeal Laboratory actions provided such actions are not related to pass or fail criteria as determined by the Laboratory. A nonbinding mediation effort shall take place for 30 days following the action taking by the Laboratory if mediation is not successful. Applicant 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. Both parties 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 therein.

7.2 The hearing shall be scheduled on a date that allows the Applicant sufficient time to prepare which is at least 30 days after Applicant indicates its intention to appeal. Applicant may attend the arbitration hearing, be heard, and be represented by counsel.

## 8.0 CANCELLATION AND REVOCATION OF APPLICATION

8.1 In the event of a material violation of any of the provisions of this Application by Applicant and upon written notice specifying such violation mailed 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 in 2.0 herein. Termination of this Agreement shall also terminate Applicants Certification provided, however, that Sections 1.10, 2.8, 2.9, 2.13, 7.0, 8.0 and 9.0 shall be preserved and continued in effect.

## 9.0 LIABILITY LIMITATIONS

9.1 In further consideration of the Laboratory conducting tests, witnessing tests, or making selections of Applicant's models, Applicant hereby relieves the Association for any and all claims or loss, damage, or injury, of any nature whatsoever, arising out of or connected with such tests or selections, or the conformance or denial of Certification as a result thereof, or the revocation or cancellation of same under the conditions herein set forth. This provision to be construed broadly.

9.2 In addition to the provisions of 8.1, 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 Association from all liability and expense, including reasonable attorney's fees, imposed upon Association by reason of such misrepresentation by Applicant or by reason of damage or injury resulting directly or indirectly from said model.

9.3 The Association further agrees that any trade secrets or other proprietary information of any nature whatsoever, relating to models certified by the Applicant disclosed to Association or its officers, employees, agents, or representatives, and identified in writing as confidential shall not be intentionally disclosed except in response to demand by way of subpoena or other valid legal process and that the Association shall be liable to Applicant for any loss or damage incurred by Applicant by reason of any breach of such confidence. Association shall notify Applicant at least 10 days in advance, or as soon as reasonably possible, of any proposed disclosures pursuant to a subpoena or similar process, and if requested by Applicant, shall use its best efforts to furnish any documentation of such subpoena to Applicant prior to such disclosures.

9.4 Neither the Association nor Applicant shall be responsible or liable for delay or failure to perform the covenants to be performed on its part hereunder if such delay or failure is due to bombings, invasions, or other acts of war by either armed forces of the United States or any other nation or territory, insurrection, riot, strike, earthquake, fire, flood, or acts of God or actual inability to obtain materials, or personnel to perform services, or other conditions beyond the reasonable control of the Association or Applicant whether of the kind or nature specified herein or otherwise.

9.5 This Application shall become a contract between Applicant 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 Applicant, 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.

#### 10.0 REVISIONS AND TERMS

10.1 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 Applicant and the Association when accepted by both parties.

10.2 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 Applicant or the Association. Notice of intent to terminate the agreement shall be provided in writing, at least 60 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: \_\_\_\_\_

# **BHMA CERTIFICATION PROGRAM**

## **Exhibit A**

### **OPERATIONAL MANUAL**



SPONSORED BY

BUILDERS HARDWARE MANUFACTURERS ASSOCIATION, INC.

355 Lexington Avenue, 17th Floor, New York, NY 10017-6603  
[www.buildershardware.com](http://www.buildershardware.com)

## **FORWARD**

This Operational Manual is prepared for use in connection with, and is a part of, the BHMA Testing Certification Program. BHMA, as copyright owner of the Product Standards, reserves the right at all times to question any claims of conformance therewith and to have tested the product of any manufacturer making such claims. It is also understood that non-participants in the BHMA Certification Program shall have no rights to use the BHMA Certification Mark, or any facsimile or reproduction thereof, on or in connection with any of their products or literature pertaining to said products.

## **ABBREVIATED DESIGNATIONS**

For convenience, the following abbreviated designations are used in this manual:

- a. BHMA - the Builders Hardware Manufacturers Association, Inc.
- b. Laboratory - the Laboratory under contract with BHMA to provide testing services.
- c. License - the agreement between each participant in the Program and BHMA.
- d. Licensee- any manufacturer licensed by the BHMA.
- e. Mark - the Certification Mark of BHMA.
- f. Model - A class of similar products having the same essential design.
- g. Program - BHMA Testing Certification Program
- h. Standard - the Product Standard of BHMA
- i. Intertek Testing Laboratories – ITS
- j. Underwriters Laboratories - UL

## **RULES AND REGULATIONS COVERING THE TEST PROGRAMS**

### **1.01 ELIGIBILITY TO SUBMIT MODELS FOR CERTIFICATION**

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.

### **1.02 CERTIFICATION MARK**

1.02A Licensees whose products meet the requirements of the Program shall take reasonable steps to use the Mark in their specifications, literature, advertising and on the products or the containers or both where suitable.

1.02B No Licensee manufacturer shall use the Mark in connection with any product not certified or from which certification has been withheld or withdrawn.

### **1.03 WHERE AND BY WHOM TESTS SHALL BE MADE**

The authority for the selection of supervising test laboratories is vested in the BHMA. Such laboratories shall be independent, shall administer the program assigned, and shall conduct and supervise the tests. A single test lab is designated to administer the test program for each BHMA standard. Designated labs are shown in the respective section of the BHMA Operational Manual. An alternate lab may be used for informational purposes. It is the decision of the designated lab if they wish to evaluate and approve the test reports from an alternate lab. Manufacturers participating in certification programs to a given standard may petition to change to another laboratory at the BHMA Section Meetings. A 2/3 majority vote would be needed to change to the new lab. This policy is to ensure consistent test results and minimize cost.

### **1.04 STANDARDS GOVERNING TESTS**

American National Standards ANSI/BHMA A156 series as set forth in PART II of this Manual including subsequent revisions, if any, sponsored and copyrighted by the BHMA.

### **1.05 DATE OF ACCEPTANCE**

The date of acceptance for any manufacturer entering the Program is the date that BHMA signs the License Agreement granting the manufacturer the right to use the Mark. The Licensee shall certify that models or finish types, on which certification is asserted, shall be in full conformance with the Standard and shall have test reports from its own or an outside laboratory so indicating. These reports shall be submitted to the Laboratory under contract with BHMA.

### **1.06 FREQUENCY OF TESTING**

Routine Certification tests shall be made on a regular basis as set forth in PART II of this manual.

### **1.07 TEST SAMPLE SELECTION AND TESTING**

1.07A Samples for testing shall be selected by a representative of the Laboratory at an unannounced time during a designated period from any single location where the product is manufactured. The representative of the laboratory shall be prepared to select alternate products within the same model in the event that the product requested is not in stock.

1.07B Samples shall be taken from the Licensee's finished stock or production line after final inspection. 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

1.07C the selection for routine certification testing shall be in accordance with the schedule specified in Part II of this Manual. It is the general intent that the laboratory shall select sufficient number of specimens for testing for initial performance and finish tests plus control samples and samples for retest (see 1.10A and 2.03).

1.07D the mounting of models, preparation for testing, and the required initial tests shall be performed by or in the presence of a representative of the laboratory.

1.07E A representative of the Laboratory shall seal any cycling test apparatus in a manner satisfactory to the Laboratory and shall witness a portion of the required cycles.

1.07F All measurements required to be taken during the test and at the conclusion of the test shall be performed by or in the presence of a representative of the Laboratory.

1.07G During the test period there shall be at least one unannounced visit by a representative of the Laboratory for test verification.

1.07H At the option of the Licensee, all testing is permitted to be performed at the Laboratory's facility.

1.07I Any optional parts, such as alternate strikes, included with a certified product must meet the grade claimed and are subject to testing. If their use with the product would affect the grade, it must be indicated.

#### 1.08 **DISPOSAL OF MODELS AFTER TEST**

1.08A All models or finish types that successfully pass the prescribed tests shall be returned to the manufacturer to be retained for a minimum of two years, or retained by the laboratory for a minimum of two years.

1.08B All models or finish types that fail a test shall be retained by the Laboratory for not less than two years from date of failure. The Licensee is permitted to inspect the failed models or finish types. As an alternative, failures may be returned for analysis and two year retention by the manufacturer based on a signed release from the laboratory.

#### 1.09 **REPORTS OF TESTING**

1.09A The Laboratory shall report the results of testing to the Licensee and BHMA in accordance with the provisions of 3.0 and 4.0 of the License Agreement. During Program testing, the Licensee shall report immediately all models failing a cycle test if this occurs during the time that cycling is not under Laboratory surveillance.

1.09B A copy of all test reports shall remain in the confidential files of the Laboratory.

#### 1.10 **FAILING MODELS OR FINISH TYPES**

1.10A If a model or finish type fails the test requirements a second test shall be performed with a fresh sample lot. This test shall be conducted in the same location as the original test. Should the second test also show failure, the Licensee shall have 30 working days to make correction 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 question is recertified. (see 1.12).

1.10B The cost of the retest or witnessing fees because of a failure shall be paid by the Licensee.

1.10C 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.

#### 1.11 **COMPLAINT TESTING**

1.11A In the event of a complaint of non-compliance against a model or finish type certified by a Licensee participating in the Program, and if, in the judgment in the Laboratory, there appears to be reasonable ground for the action, the Laboratory shall obtain a random sample of the model or finish type in question (See 1.07B) and shall test it.

1.11B Upon entering such a complaint, the complainant shall have tested the model or finish type according to the Standard and filed a copy of the results with the Laboratory.

1.11C The cost of the test, including acquisition, testing, and final disposition of the model or finish type shall be borne completely by complainant or the Licensee concerned. 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 shall 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.

## 1.12 CORRECTIVE ACTION AND/OR RECERTIFICATION

1.12A If a model or finish type fails a second test, (see 1.10A), or complaint test, (see 1.11), and the Licensee elects to retain certification on that model or finish type, the following actions shall be taken:

1.12A1 Two sample lots of corrected models or finish types shall successfully pass the prescribed tests conducted or supervised by the Laboratory.

1.12A2 Following completion of the above, the specified number of sample lots, (see PART II), 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.

1.12B If a model or finish type fails a second test, (see 1.10A), or a complaint test, (see 1.11), and the Licensee elects to retain certification on that model or finish type (see PART II) and withdraw certification of the failed model or finish type the following actions shall be taken:

1.12B1 The Licensee shall remove and stop all representations that the failed model or finish type is certified under the Program. The Licensee shall remove that model or finish type from its list of certified products.

1.12B2 (see 1.12A2)

1.12C If a Licensee elects to recertify that model or finish type which had been decertified (see 1.10A) the following action shall be taken:

1.12C1 Twice the specified number of sample lots (see PART II) selected at random by the Laboratory shall successfully pass the prescribed test. These shall be similar, but not necessarily the same as the model or finish type that failed. 1.12D The cost of the tests, including selecting, witnessing and final disposition of the hardware shall be borne completely by the Licensee.

1.12E The selection of hardware for tests specified in 1.12A2, 1.12B, 1.12C shall be taken from the Licensee's finished stock or production line after final inspection. (See 1.07).

## 1.13 AMENDMENTS

Any or all of the rules and regulations herein may be amended in the same manner as provided for in the License Agreement. Notice of changes shall be given to all Licensees as provided in the License Agreement.

## 2.01 FUNCTIONAL TESTING BY STANDARD

### General Requirements

Either right or left handed samples shall be considered representative of the models tested. The selection of test samples shall 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.

The definition of model is in licensing agreement. Model: A class of similar products having the same essential design. If requested by the test lab, the licensee shall provide clarification of the model numbers and groupings for determining test frequencies. When further clarification of model numbers or groupings is required, the laboratory can proceed by engineering evaluation to confirm the equivalency.

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.

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 again. 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.

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

**Frequency:** Each model shall be tested once every four years with 25% of the total tested each year.

**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 with 33% of the total tested each year.

**Test Lab:** ITS

Locks shall be tested in each of the following listed series and models and grades that are certified and comprise one test sample lot (for sampling purposes only):

Pre-Assembled (Series 2000) - Grade 1

Bored (Series 4000) - Grades 1, 2 and 3

Operational Tests (all series or models) - Three of each model and grade.

Security Tests (all series or models except Series 2000 and 4000) - One for each series and grade.

Material and Evaluation Tests (Series 2000 and 4000) - One for each test as applicable for each model and grade.

Where a series of locks (any grade) uses knob or lever trim interchangeably on the same lock body, the knob and lever trim shall be tested on alternately on different functions. 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:** The annual number of test sample lots (one of each model series, type and grade) to be tested shall be apportioned in such a way so that a product of each type within each model series and each grade certified shall be tested at least once every four years. 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.

**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:

Types and Grades:

Rim (Type 1) - Grades 1 & 2 (2 devices tested under security test C-2)

Surface Vertical Rod (Type 2) - Grades 1 & 2

Mortise (Type 3) - Grades 1 & 2

Narrow Stile Rim (Type 4) - Grades 1 & 2

Narrow Stile Surface Vertical Rod (Type 5) - Grades 1 & 2

Narrow Stile Concealed Vertical (Type 6) - Grades 1 & 2

Wood Door Concealed Vertical (Type 7) - Grades 1 & 2

Metal Door Concealed Vertical (Type 8) - Grades 1 & 2

Rim and Vertical Rod (Type 9) - Grade 1

Narrow Stile Mortise (Type 10) - Grades 1 & 2

Combination Mortise and Surface Vertical Rod (Type 11) - Grades 1 & 2

Surface Automatic Latching Two Point Bolt (Type 24)

Concealed Automatic Latching Two Point Bolt (Type 23)

Automatic Extension Flush Bolt Set (Type 25) - Grade 1

Removable Mullion (Type 22) - Grade 1

Door Coordinator (Type 21) - Grade 1

Door Coordinator (Type 21A) - Grade 1

Door Coordinator (Type 21B) - Grade 1

Self Latching Extension Flush Bolt Set (Type 27) - Grade 1

Rim Exit Device with Dead Bolt (Type 28) - Grades 1 & 2

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.

#### 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 with 25% of the total tested each year.

**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. Size and arm configuration selection are described in the standard.

#### Auxiliary Locks, ANSI/BHMA A156.5

**Frequency:** Each type and grade shall be tested once every three years with 33% of the total tested each year.

**Test Lab:** ITS

Locks shall be tested in each of the following listed series and types and grades that are certified and comprise one test sample lot (for sampling purposes only):

Bored (Type 1) - Operational and Security Grades 1, 2 and 3

Narrow Stile (Type 2) - Operational and Security Grades 1, 2 and 3

Mortise (Type 6) - Operational and Security Grades 1 and 2

Rim (Type 6) - Operational and Security Grades 1, 2 and 3

Operational Tests (all series or types) - Three of each type and grade.

Security Tests (all series or types except Series 2000 and 4000) - One for each series and grade.

Material and Evaluation Tests (Series 2000 and 4000) - One for each test as applicable for each type and grade.

Cylinders shall be tested in each of the following listed types and grades that are certified and comprise one test sample lot:

Mortise - Grades 1, 1A, 2 and 3

Rim - Grades 1, 1A, 2, and 3

Bored - Grades 1, 1A, 2 and 3

Operational and Cycle Tests - Three of each type and grade.

Tensile Pulling Test - Three of each type and grade.

Torquing Test - Three of each type and grade.

Picking Test - Five of each type and grade.

Exit Alarms and Exit Locks shall be tested in each of the following listed types and grades that are certified and comprise one test sample lot:

Exit Alarm - Grade 1

Exit Locks - Single and Two Point - Grade 1

All tests - One of each type.

Electric Strikes shall be tested in each of the following listed types and grades that are certified and comprise one test sample lot:

Electric Strikes - Mortise, Rim and Semi-Rim - Grades 1, 2 and 3

Endurance Tests - One of each type and grade.

Force Tests - One each type and grade.

Indexed Key Control Systems shall be tested in each of the following listed types and grades that are certified and comprise one test sample lot:

Drawer Type - Grades 1 and 2

Wall Type - Grades 1 and 2  
Portable Type - Grades 1 and 2  
All Functional Tests - One of each type and grade.

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

**Frequency:** Each type shall be tested once every four years with 25% of the total tested each year.  
**Test Lab:** TBD

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

**Frequency:** Each type shall be tested once every four years with 25% of the total tested each year.  
**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 type shall be tested once every four years.  
**Test Lab:** UL

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

**Frequency:** Each type shall be tested once every four years with 25% of the total tested each year.  
**Test Lab:** TBD

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

**Frequency:** Each model shall be tested once every three years with 33% of the total tested each year.  
**Test Lab:** ITS  
Locks shall be tested in each of the following listed series and types and grades that are certified and comprise one test sample lot (for sampling purposes only):  
Operational Tests (all series or types) - Three of each type and grade.  
Security Tests (all series or models except Series 2000 and 4000) - One for each series and grade.  
Material and Evaluation Tests (Series 2000 and 4000) - One for each test as applicable for each model and grade.

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

**Frequency:** Each model shall be tested once every three years with 33% of the total tested each year.  
**Test Lab:** ITS  
Locks shall be tested in each of the following listed series and models and grades that are certified and comprise one test sample lot (for sampling purposes only):  
  
Operational Tests (all series or types) - Three of each model and grade.  
Security Tests (all series or types except Series 2000 and 4000) - One for each series and grade.  
Material and Evaluation Tests (Series 2000 and 4000) - One for each test as applicable for each model and grade.

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

**Frequency:** Each type shall be tested once every four years with 25% of the total tested each year.  
**Test Lab:** TBD

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

**Frequency:** Each type shall be tested once every four years with 25% of the total tested each year.  
**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 type shall be tested once every four years with 25% of the total tested each year.  
**Test Lab:** TBD

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

**Frequency:** Each model shall be tested once every four years with 25% of the total tested each year.  
**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 with 25% of the total tested each year.  
**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 with 25% of the total tested each year.  
**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 with 25% of the total types tested each year.  
**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 with 33% of the total tested each year.  
**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.

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 with 33% of the total tested each year.

**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 with 25% of the total tested each year.

**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 with 25% of the total types tested each year.

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

**Test Lab:** ITS

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

**Frequency:** Each model shall be tested once every four years with 25% of the total tested each year.

**Test Lab:** ITS

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 with 25% of the total tested each year.

**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 with 25% of the total tested each year.

**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.

**2.02 FINISH TESTING**

Refer to ANSI/BHMA A156.18-2000 Materials and Finishes or subsequent revisions as referenced by the individual standard.

One Specimen each of all different types of finishes certified shall be tested annually at the laboratory. A painted finish in several different colors, all essentially the same materials except for variations in tints, is considered to be one finish type.

For closers with covers, arms and covers only shall be tested. For floor closers, cover plates and pivots (if used and exposed) only shall be tested. For overhead stops and holders, arms shall be tested.

**2.03 CONTROL SAMPLES**

Extra hardware shall be made available to the Laboratory for use as control samples. The quantity shall not exceed the test requirement rate. These are permitted to be discarded by the Laboratory after the test or they shall be returned to the manufacturer at the manufacturer's expense if requested in writing prior to the test.

## EXHIBIT B

### BHMA CERTIFICATION MARK

Only participants in the program are authorized to use the certification symbol. Licensees are encouraged to identify all certified products with the symbol attached to their products or packages. When used in advertising, or packaging, the symbol is not permitted to be displayed in proximity to products not certified under the Program. Symbol to be used in accordance with the guidelines.



### General Guidelines-"BHMA Certified" logo

ONLY products that have been certified by an approved third party and listed in the [BHMA Certified Products](#) directory can display the BHMA Certified logo. THESE PRODUCTS HAVE BEEN TESTED TO THE APPROPRIATE ANSI/BHMA STANDARD AND ARE UNDER THE FOLLOW-UP PROCEDURE AS SPECIFIED UNDER A LICENSE AGREEMENT WITH THE BUILDERS HARDWARE MANUFACTURERS ASSOCIATION.

BHMA Certified logos can only be reproduced from the electronic files and logo sheet that BHMA provides.

- The logos or their elements cannot be altered.
- The logos can be enlarged or reduced in size but cannot be re-proportioned.
- Your logo must always be displayed more prominently than the BHMA logo, so as not to suggest that the product is a BHMA product or that the BHMA logo is part of your product or company name. (If space does not allow you to position a certified logo the proper terminology to use in lieu of the logo is "this product is certified to ANSI/BHMA standard A156....")
- The BHMA Certified logo can only be used in promotional materials in association and close proximity to the product or the product description that is actually certified.

These include but are not limited to:

- The Product
- The Certified Product Brochure
- The Certified Product Catalog
- News Releases regarding the certified product
- Signage regarding the certified product
- Advertising for the Certified Product
- Product Packaging is restricted to the smallest container carrying a certified product (not to be mixed with products that are NOT certified) Outer packaging can carry mark ONLY if all product within is certified

## **EXHIBIT C**

### **LICENSE AND ADMINISTRATIVE FEES**

In accordance with the terms of the BHMA Licensing Agreement, the participants in the Certification Program are subject to the following fee schedule:

- Each Standard and each Brand Name listing in the Directory of Certified Products will be assessed a License and Administrative fee of \$1,250.00 for BHMA members and \$3,700.00 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.

Please see the BHMA Directory of Certified Products for Listing Instructions and Examples

## Revision History

1. November 2000 initial
2. July 2001 Revision adding 156.26, reformatted
3. April 2003 Revision C added 156.25, revised sample retention in 1.08, change non-members fee. (Does not require existing licensees to reapply)
4. May 2003 Designated UL as the test lab for 156.19 (Appendix change only)
5. August 2003 Addition of 1.07I and Designated ITS as the test lab for A156.30
6. October 2003 fee increase \$1,250.00 for BHMA members and \$3,700.00 for non-members of BHMA
7. December 2003 added UL as lab for 156.9
8. April 2004 added ITS as lab for A156.29 and A156.31