

PTI PLANT CERTIFICATION CONTRACT

This agreement is entered into by and between Post-Tensioning Institute (PTI) and

_____ (participant)

with respect to plant(s) described in the Application Form(s) attached hereto as Exhibit A, and is effective January 1, 2017.

WHEREAS:

- A. PTI has developed and published its Specification for Unbonded Single Strand Tendons (Specification); and
- B. PTI has adopted a program for Certification of Plants Producing Unbonded Single Strand Tendons; and
- C. PTI and Participant desire to review the Participant's compliance with specified provisions of the Standard through a series of voluntary inspections;

NOW THEREFORE, in consideration of the payment of fees by Participant to PTI, and in consideration of PTI's agreeing to administer the certification program, it is hereby agreed as follows:

1. This agreement applies to all of the Participant's plants.
2. Fees are charged to Participant on a per plant basis, as set by the PTI and are payable by Participant in advance.
3. Inspections, Grading, and Certification
 - (a) Inspections will be conducted by an Independent Inspection Agency appointed by PTI. PTI retains sole authority in the appointment of the Independent Inspection Agency.
 - (b) Inspections, grading, and certification shall be conducted as described in the ***PTI Manual for Certification of Plants Producing Unbonded Single Strand Tendons*** (Manual) which is incorporated herein by reference.
 - (c) Inspections will be conducted on dates scheduled by the Independent Inspection Agency.
 - (d) Participant agrees to cooperate fully with the PTI appointed Independent Inspection Agency and its employees.
 - (e) Participant agrees that it shall not in any manner intimidate, threaten, harass, impede or interfere with the Independent Inspection Agency in the performance of work under this Contract.
 - (f) Participant agrees to not divulge the schedule or location of inspectors to other companies.
 - (g) Immediately following inspections, the inspector will be available for an exit interview with plant management.
4. Periodic Program Audits

As part of the Quality Management System for the Unbonded Tendon Plant Certification Program, PTI will periodically engage a team of auditors to conduct a management review of the program.

 - (a) Audits will be performed by a team appointed by PTI. The audit team may on occasion be accompanied by external observers (limited to ANSI representatives.)
 - (b) Audits shall be conducted as described in the PTI Quality System Manual for Certification of Plants Producing Unbonded Single Strand Tendons which is incorporated herein by reference.
 - (c) The audit team and observers (if applicable) may accompany PTI's Inspection Agency on a normally scheduled inspection of the Participant's plant.

- (d) Participant agrees to cooperate fully with the PTI appointed audit team, and agrees to provide said audit team and observers (if applicable) with access to its facilities and records upon request.
- (e) The identity of a Participant whose plant has been audited as part of a PTI Quality Management Review shall be kept confidential.
5. PTI shall not:
- a) Design, manufacture, install, distribute or maintain unbonded tendons;
 - b) Design, implement, operate or maintain an unbonded tendon fabrication, extrusion or other certified process that is within the scope of the Unbonded Tendon Plant Certification Program;
 - c) Offer or provide consultancy to Participant;
 - d) Offer or provide management system consultancy or internal auditing to Participant.
6. Confidentiality: Except as required by legal order or otherwise required by law, neither PTI and its auditors and accompanying observers (if applicable) nor the Independent Inspection Agency nor any of its employees shall reveal any data or grading with respect to any plant inspected at Participant's request, other than Participant's authorized representatives, except with Participant's written consent. When PTI is required by law or authorized by contractual arrangements to release confidential information, the Participant shall, unless prohibited by law, be notified of the information provided.
7. Term: This contract shall become effective on the first day of the month following payment of inspection fees. Contracts are for a maximum of one year and expire on December 31 of each year. Renewal shall be in accord with Section 3.4 of the Unbonded Tendon Plant Certification Manual.
8. Application: Application for certification shall be made in such form as PTI may from time to time prescribe. An application form must be submitted for each of the Participant's plants.
9. Certification, Certificate, and Certification Mark
- Upon certification,
- (a) Participant shall receive a Certification Certificate.
 - (b) PTI will grant Participant the right to use, in conformance with this agreement, the appropriate Certification Mark for use on stationary and for advertising purposes.
 - (c) It is understood by Participant that in issuing a certificate and Certification Mark and authorizing its use, PTI does not approve, endorse, or guarantee any product, system, or construction, or in any way make any express or implied warranties in connection with any product, system, or construction.
 - (d) The Certificate and Certification Mark remain the property of PTI and must be surrendered by Participant immediately in the event of decertification or voluntary withdrawal from the program and any use of literature, documents, advertising matter, or any other items bearing the Certification Mark must immediately cease.
 - (e) Participant agrees that certification is limited to the scope of extrusion and/or fabrication procedures as defined in the Manual for Certification of Plants Producing Unbonded Single Strand Tendons. Participant further agrees to not make claims regarding certification that are not consistent with the scope of its certification.
10. Change in Certification
- In the event of a change in certification such as the following:
- A change in the plant's type and/or category of certification
 - A change in the plant's certification status (e.g. fully, conditional, or suspended)
 - A change in location of the plant
 - A change in the company name of the plant

PTI will notify the plant in writing that it must discontinue the use of any previously awarded certified plant plaques or certificates, and not reference prior certified plant status in company

literature, advertising materials or correspondence including the use of PTI Certified Plant Tags on shipments. In addition, PTI shall issue a new certified plant plaque and certificate reflecting the change.

- 11 Certification Documents: If the plant provides copies of certification documents to others, the documents shall be reproduced in their entirety unless otherwise specified in the PTI-CRT20 G1 Manual for Certification of Plants Producing Unbonded Single Strand Tendons. This includes, but is not limited to inspection reports, certification certificates, program manuals, and certification related correspondence.
- 12. Participant promises to abide by the terms of this agreement. Participant understands that PTI reserves the right to change the terms and conditions governing certification and use Certification Marks from time to time, and Participant shall abide by such changed provision upon receipt of notice thereof or otherwise completely withdraw from the certification program by surrendering its certificates and foregoing the right to use the Certification Mark. Violation of the Agreement, or any part thereof, including, without limitation, any misrepresentation by Participant or misuse of the Certification Mark, constitutes grounds for PTI to withdraw Participant’s privilege to participate in the Certification Program. In the event Participant is notified in writing by PTI that such withdrawal has occurred, Participant shall immediately surrender its certification and cease using the Certification Mark or facsimile thereof in any way.
- 13. Indemnification and Waiver of Claims: Participant agrees to indemnify, hold harmless and defend PTI from any and all liability, loss, expenses, or damage, including court costs and attorney’s fees, PTI may suffer as a result of any matter arising from any action undertaken by PTI pursuant to this agreement, including, without limitation, any claims, demands, costs, or judgments against it arising from the testing or certification of Participant’s systems by PTI, or from Participant’s use of the Certification Mark, or from the use or operation of the certified systems or any certificate issued under this application whether the liability, loss, expense, or damage is caused by, or arises out of negligence by PTI or its officers, agents, employees, or otherwise.

Participant further agrees that it hereby waives any claim it may have against PTI arising from any action undertaken by PTI pursuant to this agreement, including, without limitation, the accidental or negligent release of data by PTI or from the negligent performance of tests by PTI.

- 14. Participant agrees to submit an affidavit that all statements in this application and its submitted materials are true.
- 15. Choice of Law: Any disputes arising under this agreement shall be governed by the law of the state of Illinois.

IN WITNESS THEREOF, the parties have executed this contract the day and year first above written.

Post-Tensioning Institute

Participant Company _____

By _____
Theodore L. Neff

By _____
Signature of Proprietor, Partner, or Authorized Officer

Title Executive Director

Title _____