

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 upon payment of the annual fee.

WHEREAS:

- A. PTI has developed and published the following Specifications
 - PTI M10.2-17 Specification for Unbonded Single Strand Tendons
 - PTI M10.6-15 Specification for Unbonded Single Strand Tendons Used for Slab-on-Ground Construction referred to as the Specifications; and
- B. PTI has adopted a program for Certification of Plants Producing Unbonded Single Strand Tendons (Program); and
- C. PTI and Participant desire to review the Participant's compliance with specified provisions of the Specifications 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 producing Unbonded Single Strand Tendons.
2. Fees are charged to Participant on a per plant annual fee and shipped tonnage basis, as set by the PTI. Annual fees are payable by Participant in advance, tonnage based fees are invoiced and payable quarterly.
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-CRT20 G1 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 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-CAB G2 Quality Management 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 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, other than to 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 upon payment of the annual fee and is in effect until renewal for a subsequent program year or withdrawal from the Program. Renewal shall be in accord with Section 5.8 of the 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 PTI G1 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 which is misleading or unauthorized.

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)

