



## DECLARE® Manufacturer Terms and Conditions Agreement

Updated July 17, 2019.

THIS AGREEMENT (“AGREEMENT”) CONTAINS THE ENTIRE AGREEMENT BETWEEN YOUR COMPANY (“YOU” OR “MANUFACTURER”) AND THE INTERNATIONAL LIVING FUTURE INSTITUTE (“ILFI”) WITH RESPECT TO YOUR PARTICIPATION IN ILFI’S DECLARE PROGRAM. PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING “I ACCEPT” OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ON THE DECLARE PROGRAM SUBMISSION PAGE (MANAGED BY OUR THIRD PARTY VENDOR, TOXNOT) (THE “SUBMISSION PAGE”), YOU ACKNOWLEDGE AND AGREE THAT: (i) YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (ii) YOU ARE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL MODIFICATIONS AND ADDITIONS PROVIDED FOR HEREIN. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK “I ACCEPT” OR OTHERWISE INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT ON THE SUBMISSION PAGE.

By participating in the Declare program, you accept, without limitation or qualification, the following terms and conditions:

### GENERAL

1. ILFI reserves all rights not expressly granted to you in this Agreement. Among other things, ILFI reserves the right to prohibit, restrict or discontinue your participation in the Declare program at any time, including without limitation, if you violate or breach any of the terms and conditions of this Agreement. ILFI may further modify this Agreement at any time with or without notice to you. ILFI will post the date of the most recent modifications or updates at the top of this Agreement. You agree to periodically review this Agreement for any such modifications or updates. Your continued participation in Declare following any such updates or modifications represents your acceptance of the updated or modified Agreement.
2. You represent and warrant to ILFI that the individual clicking “I ACCEPT” or otherwise indicating his or her acceptance of the terms and conditions of this Agreement on the Submission Program is Manufacturer’s CEO or a representative of Manufacturer responsible for the product for which you are seeking Declare participation and authorized to enter into this Agreement on Manufacturer’s behalf.
3. If accepted for participation in Declare, your Declare label is valid for a period of 12 months from the date of issue. ILFI will use commercially reasonable efforts to notify Manufacturer of pending label expirations no less than 30 business days prior to the expiry date, during which time Manufacturer may attempt to renew the label without lapse. Label renewal requires that the Manufacturer verify the existing product information and submit the product for renewal via the Declare platform on Toxnot (the “Declare Platform”). A new Terms and Conditions agreement must also be submitted by Manufacturer. If the Declare label has expired, the Manufacturer must immediately discontinue any additional printing or application of the Declare label until a new label is issued by ILFI.
4. After ILFI’s receipt of your Declare label fee payment and your complete product submission via the Declare Platform, ILFI and/or its designees will review each product submission in order to determine the underlying product’s Declaration Status and conformance to the requirements of the Declare program, as outlined in the Declare Manufacturer’s Guide. This review includes the applicability of any published Declare program Exceptions. may be removed from the Declare program by ILFI at any time, but any previously identified Exceptions will remain valid for each product until the expiration date of the applicable Declare label. ILFI has sole and absolute discretion to determine: (i) the completeness of your product submission; and (ii) the underlying product’s Declaration Status and conformance to the requirements of the Declare program.
5. If following the submission of your complete product submission via the Declare Platform, any information or

statements set forth in the product submission are no longer truthful or accurate (i.e., by way of illustration and not by way of limitation, where the product ingredients are modified or changed, where product claims regarding product emissions, FSC Chain-of-Custody, or embodied carbon are no longer valid within the 12-month label period, etc.), Manufacturer must immediately discontinue any additional printing or application of the Declare label and promptly notify ILFI in writing. Manufacturer may submit a new or revised product submission via the Declare Platform. Such revised product submission will be treated as a new submission by ILFI to be reviewed in accordance with the terms and conditions of this Agreement. Such revised product submission will be assessed a fee based upon the existing fee schedule posted to the Declare Platform and ILFI's website, unless the change is to remove a Red List item or proprietary ingredient. If this is the case, the label re-draft fee will be waived.

6. Manufacturer acknowledges and agrees that if a third party manufacturer, supplier, consumer or organization feels the reporting requirements of Declare have not been fully met by a manufacturer, or if any such parties have formal questions regarding a product or supply chain claim, they may submit a formal request to ILFI for clarification. Please see the Declare Manufacturer's Guide for full process details. You acknowledge and agree that ILFI will have the right to review and assess any and all such third party questions or inquiries, and you agree to reasonably assist ILFI in responding to and investigating any and all such third party questions or inquiries. Where the third party question or inquiry claims that the reporting requirements of Declare have not been fully met by the manufacturer, ILFI will provide the relevant manufacturer thirty (30) days to provide written evidence to ILFI in order to dispute the claim. While ILFI agrees to consider in good faith any such written evidence submitted by the manufacturer, ILFI has sole discretion and authority to assess and determine if a manufacturer has submitted inaccurate information or is in violation of this Agreement, and reserves the right to cancel the Declare label and withdraw the manufacturer's product from the Declare database. If the Declare label is revoked, the manufacturer must immediately discontinue any additional printing or application of the Declare label. No refunds will be provided due to inaccuracies in information submitted or other breaches or violations of this Agreement.
7. It is the responsibility of the manufacturer to complete the product submission for each product fully and accurately. Accordingly, you represent and warranty to ILFI that all content and other information you submit to ILFI as part of your participation in Declare (including without limitation, as part of your product submission and any responses you provide to subsequent requests for information or materials by ILFI relating to your product) is accurate, truthful, current and complete. ILFI will notify manufacturers of product submissions which are incomplete or do not meet the requirements, and the product will not be considered for listing in the Declare program until the product submission is completed and/or corrected and thereafter submitted to ILFI for its review.
8. The Declare label that is issued by ILFI with respect to a product may not be tampered with or altered in any way. If it comes to ILFI's attention that the label has been altered, or is being applied to products after the 12-month expiry, ILFI reserves the right to terminate your participation in the Declare program, withdraw the label and product from the Declare database, and publicly disclose your incorrect label use / expiration.
9. In agreeing to the terms and conditions set forth in this Agreement, you acknowledge and agree that ILFI has the right to freely publish and disclose any and all information that you provide to ILFI and/or its designees that is intended to be displayed on the Declare label and Declare database, and that ILFI does and will not owe any duty of confidentiality or non-use with respect to such information.
10. ILFI may use third party vendors to assist in the operation of the Declare program and to assess product claims. When you interact with or use any services provided by any such third party vendors, you are not transacting business with ILFI; rather, you are transacting business with the third party vendor. Accordingly, you should review the third party vendor's terms and conditions and/or privacy policies prior to completing your transaction with the third party vendor. ILFI is not responsible for, and shall have no liability in connection with, the acts and/or omissions of any such third party vendors.

#### DISCLAIMER AND LIMITATION OF LIABILITY

1. The information set forth in the Declare label is informational and educational in nature only. ILFI

does not guarantee the accuracy or reliability of any such information, and does not make and hereby expressly disclaims any and all representations or warranties of any kind that Declare is an exhaustive or complete analysis or identification of products, their ingredients, qualities or characteristics. Specifically, neither the products nor any information listed about the products in Declare is an endorsement of the product by ILFI, nor a guarantee by ILFI that the product is safe or fit for its intended purpose or use, or that the information about the product is accurate or complete. Rather, it is your obligation to use your own judgment, experience and expertise to evaluate and assess the product.

2. You participate in Declare at your own risk. ILFI will not be liable to you or to any third party for any damages or injury arising from or in any way associated with your participation in the Declare program. Any and all materials, services and other information are provided “as is.” ILFI makes no express or implied warranties, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose or use, title or non-infringement. Notwithstanding this section, if for any reason ILFI is found liable to you or to any third party, ILFI’s maximum liability in connection with any such claim shall not exceed the greater of: (i) the amounts the claimant actually paid to ILFI to participate in the Declare program, if any; or (ii) \$100 USD.
3. In no event shall ILFI be liable to you or to any third party for any special, indirect, incidental, or consequential damages or any damages whatsoever, including but not limited to loss of use, data, or profits, arising out of or relating to your participation in the Declare program, or regarding the the copying or display of information accessed through the Declare Platform by you or any third party, whether or not ILFI was advised of or aware of the possibility of such damages,. This limitation of liability is effective without regard to the form of any action, including but not limited to contract, negligence, tort, strict liability or any other theory.
4. ILFI does not guarantee the accuracy, adequacy, or completeness of any information provided on the Declare Platform and is not responsible for any errors or omissions or for the results obtained from the use of such information.
5. Accuracy and use of the Declare label is the sole responsibility of Manufacturer. Accordingly, Manufacturer agrees to indemnify, hold harmless, and defend ILFI for, from and against any and all damages, expenses, losses, liabilities, claims, legal actions, allegations, costs, fines and penalties (including without limitation reasonable attorneys’ fees and legal expenses), asserted against or otherwise suffered or incurred by ILFI by to the extent arising out of or resulting from or relating to Manufacturer’s participation in the Declare program or use of the Declare database or the Declare label.
6. You may use the Declare Platform when and as available. Although ILFI generally intends for the Declare Platform to be available on an uninterrupted basis, the Declare Platform will not always be available (e.g., during maintenance, changes, outages, and for other reasons). ILFI reserves the right to change or eliminate and restrict or block access to all or any part of the Declare Platform, including any features, functions, or content displayed or made available through the Declare Platform, from time to time with or without notice to you, in ILFI’s sole and absolute discretion.

### COPYRIGHTS AND TRADEMARKS

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

### PROGRAM REFERENCE

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

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

List Free.

#### LABEL USAGE

Manufacturers that are provided a Declare label have the right to use the label on general marketing materials and registered product materials. The Declare label cannot be used on or associated with any other product than the product designated on the label. Accordingly, if you display the Declare label on any marketing or similar materials that feature or display the product to which the Declare label relates and other products, the Declare label must be displayed in close proximity to the applicable product so as to ensure that consumers are not confused, mistaken or deceived as to whether the Declare label applies to other products included on the marketing or similar materials. As noted above, the Declare label cannot be modified, altered or otherwise tampered with in any way.

#### PROGRAM EXPLANATION

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

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

#### LIVING BUILDING CHALLENGE LOGO USAGE

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