



# Certification Policies for Wastewater Treatment Devices

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# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

## 1. INTRODUCTION

Gulf Coast Testing, LLC (GCT) offers certification of products to any Company, subject to the requirements of the general and Wastewater Treatment Devices certification program specific policies.

The General Policies (Section I) apply to all products being certified against any Standard within the scope of a GCT certification program. There are additional program specific policies (Section II) that further define requirements under the GCT Wastewater Treatment Devices certification program. The General and Program Specific Policies shall be considered in their entirety and shall be applied within the context of the Standard referenced in the contract between the Company and GCT. For clarity and ease of reference, these policies are presented as individually numbered items with appropriate headings.

## 2. REFERENCES

- 2.1. *NSF/ANSI Standard 40*  
Residential Wastewater Treatment Systems (hereinafter referred to as Standard 40)
- 2.2. *NSF/ANSI Standard 245*  
Wastewater Treatment Systems – Nitrogen Reduction (hereinafter referred to as Standard 245)
- 2.3. *NSF/ANSI Standard 46*  
Evaluation of Components and Devices Used in Wastewater Treatment Systems (hereinafter referred to Standard 46)
- 2.4. *NSF/ANSI Standard 350*  
Onsite Residential and Commercial Water Reuse Treatment Systems (hereinafter referred to as Standard 350)
- 2.5. *NSF/ANSI Standard 350-1*  
Onsite residential and commercial graywater treatment systems for subsurface discharge (hereinafter referred to as Standard 350-1)
- 2.6. *NSF/ANSI Standard 385*  
Disinfection Mechanics (hereinafter referred to Standard 385)
- 2.7. *ISO/IEC 17025 (2017)*  
General Requirements for the competence of testing and calibration laboratories
- 2.8. *ISO/IEC 17065 (2012)*  
General Requirements for the Bodies Operating Product Certification Systems
- 2.9. *Standard Methods*  
Standard Methods for the Examination of Water and Wastewater



# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

## 3. TERMS AND DEFINITIONS

The relevant terms and definitions are quoted below for the purposes of this document.

### 3.1. Authorized Representative

An organization, group, individual, or other entity that is authorized by the manufacturer to distribute, sell, install, or service residential wastewater treatment products.

### 3.2. Certified Product

Product authorized by GCT for certification and Use of the Mark.

### 3.3. Certification

GCT attestation demonstrating that adequate confidence is achieved, that a duly identified product, process, or service is in conformity with all applicable GCT requirements, and the Company is authorized to apply a designated Mark to the product if it continues to conform with all GCT requirements. The terms "Listing" or "Listed" are synonymous with certification or certified.

### 3.4. Client

The Client is the entity conducting the certification of conformity to the requirements of any referenced standard and GCT's policies and procedures. The Client may be the manufacturer, distributor, supplier, or other party providing the product who is responsible for assuring conformity with all requirements of any of the referenced standards or specifications, and who desires to participate in the certification program and have its product(s) certified.

### 3.5. Company

Any public or private organization, group, individual, or other entity contracting with GCT, or a subsidiary or division of such an entity.

### 3.6. Compliance

Conformance with all GCT requirement(s).

### 3.7. Contract

Any authorized written agreement between the Company and GCT. The Client and GCT shall sign the authorized agreement.

### 3.8. Distributor

The distributor is responsible for issuing catalogues and handling sales functions for the brand. The distributor has direct interaction with the retailer or purchasing customer.



# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

## 3.9. GCT

Gulf Coast Testing, LLC, its staff, or other authorized representatives.

## 3.10. GCT Requirements

Requirements of the relevant Standards, the General and Program Specific Policies, and any agreements or contracts upon which GCT's Certifications are based. In all instances where this term is used, it is understood this means the requirements that are appropriate and applicable to the specific product.

## 3.11. Location

Any point of final production or assembly.

## 3.12. Mark

A registered GCT certification Mark. The Mark is used to identify a product that has been certified to conform to a particular set of standards and evidence the existence of follow-up agreements.

## 3.13. New Product

Products submitted to GCT for certification.

## 3.14. Official Listing

A listing on the GCT website containing the following information:

1. Company Name and Address
2. Company Contact Information
3. Product Designation (Model Name)
4. Product Details as determined by the certification
5. States in which the product is marketed.

## 3.15. Noncompliance

Lack of conformance with any GCT requirement.

## 3.16. Product

Any goods, equipment, component, or system covered by a Standard for which GCT offers certification, including those made on the behalf of another manufacturer or those distributed by companies other than the manufacturer.

## 3.17. Public Notice

Distribution of a written notice of non-compliance.



## **GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES**

### 3.18. Recall

A Company attempts to recapture a noncompliant product, and which may include all enforcement actions, such as notice to distribution companies and Public Notice.

### 3.19. Standard Performance Evaluation (SPE) Report

A report to document and communicate the performance of the test unit relative to the Standards. An SPE Report is document representing the certified product, including product drawings, list of all components and suppliers, data plate, manuals, literature, and approved product modifications, as reviewed and registered by GCT.

### 3.20. Standard

The document that is the basis for the certification. This document may be an NSF/ANSI Standard, another voluntary standard, GCT Criteria or other criteria, a government regulation, or other specifications.

### 3.21. Sub-contracted Laboratory

A laboratory that has been evaluated and contracted by GCT to perform testing for GCT in accordance with GCT requirements and procedures. The sub-contracted laboratory shall be ISO/IEC 17025 certified or audited by GCT to determine conformance with ISO/IEC 17025.

### 3.22. Supplemental Product

Products manufactured or assembled pursuant to the Standard based on a certified product and its associated SPE Report.

### 3.23. Supplemental Report

An SPE report for a supplemental product describing the certification pursuant to the Standard.

### 3.24. Type Testing

Conformity testing based on one or more specimens of a product representative of the production.

## SECTION I – GENERAL POLICIES FOR ALL PRODUCTS

### 4. AUTHORIZATION FOR CERTIFICATION

#### 4.1. Eligibility

A Company with products covered by a Standard for which GCT offers certification is eligible to have its products certified by GCT.

#### 4.2. Application

Application materials provided by GCT shall be completed by Client for each location where certification services are requested.

#### 4.3. Contract

Company and GCT shall execute a contract provided by GCT. A separate contract is required for each subsidiary or division of a Company requesting a separate Official Listing. If a Company seeks certification of product(s) under more than one GCT certification program, GCT may require separate contracts for each service area.

#### 4.4. Notification of Certification and Authorization for Use of the Mark

The Company shall be advised in writing of the certification, and the certification shall be made public by GCT. Upon receipt of notification, the Company is authorized to apply or use the Mark in connection with certified product(s).

No company or person shall apply or use the Mark in connection with a product or represent in any way that the product is certified, until receipt of written authorization from GCT. Unauthorized Use of the Mark is prohibited; GCT may pursue legal recourse if the Mark is misused. If GCT determines that a product is not in compliance with GCT requirements, Use of the Mark is not authorized.

#### 4.5. Transfer of Authorization for Certification and Use of the Mark

Upon request and with documentation of continued compliance with all applicable GCT requirements, GCT may transfer authorization for continued certification of specific products to another Company for the purpose of a name change, change of ownership, or change of a location.

#### 4.6. GCT Acknowledgement of Certified Products

Certified products shall bear the Mark or be otherwise represented as certified. For certified products that do not bear the Mark, a statement shall be included in the Official Listing indicating how the product will be represented as being certified.

## **GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES**

When a certified product is sold with any non-certified product, the Company shall clearly indicate on the product that the non-certified product has not been evaluated to the respective Standard.

### **4.7. Use of the Mark for Products Shown in the Official Listing**

The Company shall represent as certified, by Use of the Mark or otherwise, only products that are in compliance with all applicable GCT requirements, and only after the product has been certified by GCT. Products bearing the Mark shall not be distributed until the trade designation or model designation appears in the GCT's Official Listing for the Company.

The GCT product marking shall not directly or indirectly represent, imply, or claim an GCT certification for an end use application for which it is not certified by GCT.

### **4.8. Trade Designations**

A Company shall not use the letters "GCT" in its trade designation (e.g., name, model number, or other identification assigned by the Company) for a certified or con-certified product, unless there is a legitimate reason for doing so.

A Company shall not have a trade designation for a certified product that directly or indirectly states or implies an end use application for which the product is not certified.

GCT shall review any trade designation that references all or a portion of the designation of a Standard (e.g., "245" for CU245, "CU245" or "GCTC245" for NSF/ANSI Standard 245). GCT in its sole discretion shall determine whether such a reference directly or indirectly states or implies an end use application for which the product is not certified. GCT shall not authorize the use of the reference in such cases. GCT may include information about the GCT certification to any Standards or regulations referenced in a trade designation in the product's Official Listing.

### **4.9. Use of the Mark for New Products**

The Company shall place the Mark only on new products fully complying with all GCT requirements unless prior written authorization from GCT allows otherwise.

### **4.10. Product Modification**

The Company shall notify GCT in writing prior to any changes related to GCT requirements for a certified product. The change shall be reviewed by GCT, and the Company shall be advised of any required evaluation or testing. The Company shall not make such changes to a certified product without prior written acceptance by and the issuance of a Supplemental Report.

# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

## 4.11. Implementation of Revisions to Standards or Policies

Upon adoption of a revision to a Standard or Policy that is applicable for certification, GCT shall publish an effective date of implementation. All certified products shall be verified as complying with the requirements of the revised Standard or Policy on or before the effective date of implementation.

Products submitted for certification after the date of adoption of a revision to a Standard or Policy, and prior to the date of implementation may be evaluated and tested to the previous version of the Standard. However, full compliance with the revision shall be verified prior to the date of implementation. When a revision to a Standard addresses an identified public health issue, new or modified products submitted for certification after the date of adoption and prior to the date of implementation of the revised Standard shall be in full compliance with the revised Standard upon qualification.

## 4.12. Private Labeling of Certified Products

A Company shall be authorized to label certified products with another name and trade designation under one of the following provisions:

- Marking for the privately labeled product shall include the name and trade designation of the Company for whom the private labeling is occurring and shall also identify the original Company as the manufacturer of the product. The original Company's name and address (or a unique company identifier approved by GCT), and trade designation shall be included on the label or data plate, and in any advertising materials; or
- The original Company's Official Listing shall include the name and trade designation of the Company for whom the private labeling is occurring; or
- The original Company shall private-label the product with no modifications as "Another Name For" on behalf of the private-label Company. A separate Listing shall be issued by GCT in the name of the private label Company, which is supported by the original Company's certified product.

GCT certification programs shall determine what fee and contract terms are applicable, in compliance with 4.3 and 13.6.

## 5. Audits

### 5.1. Requirements and Purpose of Audits

Except where otherwise provided for in program specific policies, an audit of all relevant facilities of the Company shall be required before certification is authorized, and one or more unannounced audits may be conducted each calendar year.

GCT may designate subcontract auditors to perform audits in lieu of GCT staff auditors.

## **GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES**

### 5.2. Access for Audits

Access to facilities and locations for GCT audits shall be granted promptly by the Company. GCT shall make every attempt to accommodate facility vacations, inventory shutdowns and other non-productive periods or facility closings where GCT has been notified in advance. GCT shall be granted access to all facilities and locations of the Company, except when precluded from doing so by restrictions included in agreements between the Company and GCT or by government regulations, and where GCT has been notified in advance and is satisfied as to the validity of these restrictions. Refused or delayed access may result in withdrawal of certification and in other appropriate actions by GCT, including but not limited to, issuing a Public Notice.

### 5.3. Cooperation with GCT

Audit and sampling of products by GCT is for the benefit of the Company as well as in the public interest. While engaged in the performance of these duties, GCT shall be given every assistance necessary, and shall have the right to examine all records bearing upon the duties and responsibilities of GCT or the Company with respect to compliance with GCT requirements. No GCT representative shall be required, nor authorized to make any agreements, waive any rights or privileges, or make compromises as a condition of audit.

While in a Company's facility, GCT representatives shall comply with all applicable health and safety rules and be accompanied by authorized Company personnel. The Company shall notify GCT in advance of any health and safety equipment necessary for access to the Company's facility or shall provide the necessary health and safety equipment for the GCT auditor's use during the audit, along with instructions for proper use.

GCT auditors may discontinue an audit at a site where their health and safety may be at risk, if they are subject to sexual harassment or discrimination, or the conduct of the Company staff hampers the completion of a valid audit. The Company may, at any time for any reason, require that an auditor of GCT leave the facilities of the Company. An auditor shall immediately notify executive management of the Company and GCT if an audit is to be discontinued. If an audit is terminated its status is "attempted."

### 5.4. Sample Collection

In the event GCT requires a sample for testing or retesting, the company shall provide the samples without charge, be appropriately identified, and shipped immediately to GCT at no charge to GCT.

### 5.5. Corrective Action Report

GCT shall provide the Company with a report detailing all nonconformities noted during the audit within ten business days of the closing meeting.

## GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

### 5.6. Audit Suspension Due to Travel Restrictions

GCT may elect to suspend travel by its representatives to a specific geographical location or region as the result of official travel warnings, advisories, or other health and safety concerns including, but not limited to, civil unrest, personal security, and risk of communicable disease.

If suspension of travel prevents monitoring audits from being conducted, GCT shall notify the Company that travel has been suspended. In the case where GCT, at its sole discretion, determines that the on-site inspection of the production site and employee practices is required in determining the compliance of the product, the production site will be withdrawn from certification until annual monitoring audits can be resumed.

If GCT, at its sole discretion, determines that verification of production practices can be done by alternate means, GCT shall notify the Company of the alternate measures necessary for GCT to verify compliance during the period in which audits are not possible.

A Company's failure to comply with the alternate measures necessary to verify compliance shall result in the withdrawal of certification.

### 5.7. Non-Operational Locations

If a location becomes non-operational due to a natural disaster or other catastrophic event, the Company may request that the Public Listing be maintained for a maximum period of 12 months while the location is repaired, or work is undertaken to transfer production to another suitable location. During this period, audits, and annual monitoring requirements of the GCT certification program may be suspended. GCT may require an on-site audit of the rebuilt or the alternate location before production of the certified product can begin. If the Company elects not to transfer production or to rebuild the facility, the Listing shall be discontinued immediately.

The Company shall document to GCT's satisfaction that a location has been sufficiently damaged to prevent further production until repairs are completed and shall provide GCT with a time period for transfer or re-construction of the location.

## 6. Testing

### 6.1. Scope of Testing

Product testing, conducted to the scope of the applicable Standard(s) as requested in the application, may detect analytes that are not required for analysis. GCT reserves the right to notify the Company about the presence of such analytes.



# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

## 6.2. Conduct of Testing

GCT subcontracts the laboratory testing to an ISO/IEC 17025 accredited laboratory. In the event the laboratory is not ISO/IEC accredited, GCT will audit the laboratory to determine conformance.

## 6.3. Test Report

Upon completion of testing, GCT shall provide pertinent data and test results to the Company. For proprietary reasons GCT reserves the right not to identify the subcontract laboratory in the test report but shall provide this information to the Company if requested.

## 6.4. Periodic Testing of Certified Products

Periodic testing of certified products may be required by GCT to maintain certification. The frequency of testing shall be sufficient to monitor for compliance with all GCT requirements.

## 6.5. Disposition of Test Samples

GCT reserves the right to retain any samples for archival purposes. All test samples not returned to the Company shall be disposed of by GCT in accordance with all applicable federal, state, and local laws, statutory regulations, rules, ordinances, and orders.

A Company, after acknowledging the test failure of a specific sample, may upon written request to GCT, have access to examine or disassemble that product at GCT to determine the reason for failure.

## 7. Records

### 7.1. Records of Certified Product Information

GCT may require a Company to submit sufficient information to document that a product (or family of products) fully conforms with all applicable requirements for certification. Product information may be stored in a documentation report or other acceptable format. If required, the documentation report shall be reviewed, approved, and maintained by GCT. Each location shall have access to a copy of the documentation report, and it shall be made available for use during audits by GCT. The documentation report shall not be copied or distributed by the Company without prior written authorization from GCT.

## **GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES**

### **7.2. Company Records of Materials and Components**

The Company shall maintain, at the location, or have immediate access to, records of the purchase of ingredients, materials, and components used in the production or assembly of all certified products. Such records shall be made available to GCT upon request. These records shall be maintained for a minimum of the previous three (3) year period, and as specified in program specific policies.

If the records required by this policy are not retained at the location being audited, GCT shall be advised by the Company in writing of the location of the records.

### **7.3. Company Records of Production, Shipment, and Inventory**

The Company shall keep up-to-date records of production, shipment, and inventory of certified products at the production location. Upon request, the Company shall provide GCT prompt and full access to such records. These records shall be maintained and made available for the preceding three (3) year period.

### **7.4. Company Records of Complaints About Its Certified Products**

The Company shall retain a record of complaints and remedial actions taken by the Company since the last on-site audit performed by GCT and shall make the record available to GCT upon request.

All complaints received by the Company, the subject of which is under the Company's control, and referring to certified products or services covered by the scope of the certification provided by GCT, are included in this policy. At a minimum, the record shall include:

- The nature of the complaint;
- Identification of the product or services pertinent to the complaint;
- Confirmation that remedial action(s) have been taken; and
- The status (open or closed) of the complaint, as known to the Company.

More detailed information and the identity of the complainant need not be provided to GCT.

All records and other information provided to GCT shall remain the property of the Company and be handled by GCT as confidential information.

If the Company does not retain a complaint required by this policy at the facility being audited, the Company shall advise GCT of the location of the record. The Company shall provide the record to GCT upon request by whatever means selected by GCT.



# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

## 8. Confidentiality

### 8.1. Confidentiality

Except as otherwise set forth in General and Program Specific Policies, GCT shall not disclose without the Company's prior written consent and shall keep confidential any information supplied to it by the Company about the Company and its products, including formulations, components, processes, ingredients, or the identity of the Company's suppliers or vendors. GCT shall keep confidential all information regarding procedures and equipment gained during location audits.

GCT shall release information required by law to be disclosed. GCT shall release the information only to those persons or agencies authorized or required by law to receive such information. Confidential information does not include information which (a) was in the public domain prior to disclosure by Client; (b) was obtained on a non-confidential basis by GCT from a third party (e.g., complainant, regulator) under no obligation to Client not to disclose the Confidential Information.

Upon request by the Company, GCT may execute a separate, uniform, and standard written confidential disclosure agreement with the Company and/or with the Company's supplier(s).

### 8.2. Procedures Upon Receipt of Subpoena for Confidential Business Information

GCT shall notify the Company promptly of a subpoena or request for production of the Company's confidential business information, seek the Company's consent to release the information, and inquire whether the Company asserts a proprietary interest in the information. If the Company does not assert a proprietary interest, GCT shall release the information to parties requesting the information. The Company shall reimburse GCT for all reasonable expenses related to responding to the subpoena or request.

If the Company advises that it does assert a proprietary interest and does not consent to release, GCT and the Company shall, through designated counsel, take appropriate steps to quash the subpoena or request, including the filing of motions and attendance at hearings where necessary. Such steps shall be taken at the Company's expense, including attorney's fees. If the Court orders release of the information covered by the subpoena or production request, GCT shall release the information only to parties entitled by the Court's order to receive such information.

## 9. Advertising

### 9.1. Use of the Mark by Certified Companies: Advertising, Packaging, and Literature

Use of a Mark on sales literature, technical publications, promotions, materials, packaging, catalogs, websites and in any format including electronic means, and in advertising of certified products is acceptable, provided the Company complies with the following:

## GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

- The Company shall code literature and packaging to indicate version date;
- The Company shall not directly or indirectly represent, advertise, imply, or claim that any of its non-certified products are certified by GCT;
- The Company shall clearly indicate in advertising, packaging, and literature that any non-certified product or component that is sold in combination with a certified product has not been evaluated to the respective Standard; and
- The Company shall not directly or indirectly represent, advertise, imply, or claim that any product is certified for an end use application for which it is not certified.
- Any use of the Mark in any literature and advertising that fails to reflect truthfully and accurately the product as certified by GCT is prohibited. Any changes to the product require that the Company shall notify GCT in writing prior to the change, in compliance with 4.12.

### 9.2. Use of the Mark by Parties other than the Certified Company: Advertising and Literature

Use of a Mark on sales literature, technical publications, promotions, materials, catalogs, and in advertising of certified products by a party other than the Company is acceptable, provided the party complies with the following:

- The party shall code literature to indicate version date;
- The party shall not directly or indirectly represent, advertise, imply, or claim that any of its non-certified products are certified by GCT;
- The party shall not directly or indirectly represent, advertise, imply, or claim that any product is certified for an end use application for which it is not certified; and
- The party includes the name of the Company whose products are certified and are being advertised, and the trade designation or model designation of the certified products or includes specific instructions to obtain the name of the Company and the trade designation or model designation of the certified products.

Parties other than the Company whose product is certified shall not apply the GCT Mark to a product or any product packaging.

## 10. Complaints

### 10.1. Complaints

GCT shall investigate complaints related to certified products, misuse of a Mark by a Company, or use/misuse of a Mark by any party. GCT recognizes both formal and informal complaints. A formal complaint is complaint referred to GCT in writing using the Complaint Documentation Form located on GCT's website. Informal complaints are complaints that are not filed with GCT in writing.

A formal complaint shall be completed and signed by the complainant and shall contain at a minimum the following information:

## GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

1. Name of the individual filing the complaint
2. Address of individual filing the complaint
3. Telephone number of the individual filing the complaint
4. Manufacturer and model
5. Nature of the complaint

GCT shall acknowledge receipt of a formal complaint, investigate the complaint, and take appropriate action. GCT may advise the subject of the complaint of the allegation. GCT shall confirm to the complainant that the allegation has, or has not, been verified as valid. GCT is not obligated to disclose any additional information concerning corrective actions.

If a formal complaint is not verified as valid, GCT may require the complainant to bear the costs of the investigation. If the complaint is verified as valid, the subject of the complaint shall be responsible for the costs of the investigation.

GCT shall investigate informal complaints and may investigate the complaint as a formal complaint as it deems appropriate.

### 10.2. Investigation of Complaints: Sample Selection and Handling

GCT shall not:

- Test any samples submitted by a complainant, for enforcement purposes; or
- Select samples for testing that are under the control or influence of the complainant, or test samples if GCT has reason to believe that the samples may have been altered.

Samples for testing for enforcement purposes shall be collected and tested by GCT.

## 11. Corrective Action and Enforcement

### 11.1. Corrective Action for General Noncompliance

A Company shall be advised in writing by GCT of all items of noncompliance. The Company shall promptly (or within a reasonable time agreed to by GCT), effect correction of all items of noncompliance. The Company shall submit, in writing within 30 days of the date of receipt of written notice, a root cause analysis, an explanation of corrective action, and a preventive action plan. The 30 days applies to the report, not to the date for corrective action. GCT shall verify compliance.

This policy does not relieve a Company of its continuing responsibility to use the Mark (or otherwise represent as certified) only on products complying with all GCT requirements.

1. For the first occurrence, GCT may require the product to be held until the corrective action is authorized;

## GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

2. For a recurrence within a period of two years, GCT may request an administrative hearing to determine the appropriate corrective action;
3. For a third occurrence within a period of two years, GCT may withdraw certifications for all products for the location. Other appropriate action may be taken by GCT including, but not limited to, requesting a product recall, and issuing a Public Notice.

### 11.2. Noncompliant Test Results for Initial Qualification

Upon receipt of written notification from GCT that an initial qualification test of a product is noncompliant, the Company shall notify GCT of its decision regarding the resolution of the noncompliant test. Should the Company elect further testing of the product under the same test conditions or alternate test conditions, the Company shall first provide GCT the written results of its investigation into the cause of the noncompliant test and any actions taken to correct previous results. GCT shall notify the Company regarding the acceptance of the corrective action prior to the continuance of testing.

When non-compliant test results for an initial qualification represent a public health or safety risk, GCT shall notify the Company about the potential risk.

### 11.3. Noncompliant Test Results for Certified Products

Upon receipt of written notification from GCT that the results of its testing of a certified product are noncompliant, the Company shall promptly take reasonable measures to prevent the Use of the Mark on any noncomplying product. The measures shall include:

- Investigation to determine that any continuing production complies; and
- Review of inventory of product bearing the Mark to verify that it complies.
- Any other measures deemed necessary by GCT to protect public health including, but not limited to an immediate product hold, request for product recall, distribution of Public Notice, or the holding in abeyance of any other product evaluation which could reasonably be expected to be impacted by the noncompliance under investigation.

In addition to the preceding measures, the Company shall also determine the cause of the GCT noncompliant results and provide to GCT a description of the root cause and a proposed resolution to the identified noncompliance in writing within 30 days of notification. The Company shall promptly make any required samples available and shall be responsible for any additional costs necessary to verify compliance. GCT shall then collect samples of the failed product within 30 days of having received the proposed resolution and retest for verifying that the proposed resolution abates the noncompliance. Samples required to resolve a first failure for a product family may be submitted by the Company, without the need for auditor collection, with prior authorization from GCT.



## **GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES**

In the event the Company cannot comply with the 30-day timeframes for proposed resolution of the noncompliance or the collection of retest samples, the Company shall advise GCT in writing of the proposed time to completion. GCT in its sole discretion shall determine the acceptability of the requested extension.

Note: This policy does not relieve a Company of its continuing responsibility to use the Mark (or otherwise represent as certified) only on products complying with all GCT requirements. The 30 days applies to the report, not to the date of corrective action.

If the Company elects to drop the noncompliant product from Listing, GCT reserves the right to request the Company provide written corrective action if the product is subsequently resubmitted to GCT for qualification testing.

### **11.4. Noncompliant Retest Results for Certified Products**

If the results of retesting of a certified product demonstrate failure for the original failed parameter(s), GCT shall withdraw certification of the product. GCT may withdraw certification for nonconformance with any other test parameter or certification requirement observed during the product retest.

GCT may take any other measures deemed necessary to protect public health including, but not limited to an immediate product hold, request for product recall, distribution of Public Notice, or the holding in abeyance of any other product evaluation which could reasonably be expected to be impacted by the noncompliance under investigation.

The Company, after acknowledging the test failure of a specific sample, may, upon written request to GCT, have access to examine or disassemble that product to determine the reason for failure.

### **11.5. Use of the Mark on a Non-Certified Product**

GCT shall determine the appropriate response to the Use of the Mark on a non-certified product. For a second such occurrence within a period of two years, GCT may withdraw certifications for all products for the location. Other appropriate action may be taken by GCT including, but not limited to, requesting a product recall and issuing a Public Notice.

## **GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES**

### 11.6. Unauthorized Change to a Certified Product

Upon determination by GCT of unauthorized change(s) related to GCT requirements for a certified product (including, but not limited to, change(s) in design, components, or materials), the Company shall hold the changed product in its inventory until released by GCT in writing. Other appropriate action may be taken by GCT including, but not limited to, an immediate product hold, requesting a product recall and issuing a Public Notice. For a second such occurrence within a period of two years, GCT may order an administrative hearing; and for a third occurrence within a period of two years, GCT may withdraw certifications for all products for the location. In addition to the preceding, GCT at its sole discretion may decide to request a recall of products or issue a Public Notice.

This policy does not preclude the use of any other actions in these policies.

### 11.7. Unauthorized Shipment or Disposal of Products Placed on Hold

GCT shall order an administrative hearing for unauthorized shipment or disposal of products placed on hold by GCT. Such action by a Company may result in withdrawal of certification. For a second occurrence within two years, GCT shall withdraw certifications for all products for the location. Other appropriate action may be taken by GCT including, but not limited to, requesting a product recall and issuing a Public Notice.

### 11.8. Bribes Offered to GCT

Any attempt by a Company or its employees or agents to offer inducement or bribes to GCT may result in immediate withdrawal of certification and other action deemed appropriate by GCT.

### 11.9. Request for Recall of Products

If GCT, at its sole discretion, determines that a product poses a health or safety risk to the public or fails or has failed to comply with any GCT Requirement, GCT may request the recall of products from distribution, if products bear the Mark or are otherwise represented as certified. If agreed to by the Company, the Company shall make a prompt and reasonable attempt to recall the product. In addition to product recall, GCT may issue a Public Notice.

The Company shall furnish to GCT, or at the option of GCT, permit prompt and full access to:

- Its production records to determine quantity and dates of production, and marking (identification) on products; and
- Its shipping records to identify customers receiving the products, quantity, and dates of shipment, and marking (identification) on products.

## GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

If agreed to by the Company, the Company shall take all actions necessary to recall noncompliant product from distribution, including issuing a recall notice, acceptable to GCT, and promptly transmit the notice to each known purchaser and recipient of the product. The Company shall provide satisfactory evidence to GCT that each customer received the recall notice.

If agreed to by the Company, the Company shall provide evidence satisfactory to GCT regarding the quantity of products returned from each customer, marking (identification) of the products returned, and dates returned. The Company shall hold the inventory of returned products for verification by GCT.

If the recall is incomplete or cannot be conducted, GCT may make public notice of the recall. At any time GCT may issue a Public Notice in accordance with 4.47.

### 11.10. Administrative Hearing

As a result of a Company's non-compliance, GCT may order the Company to physically appear at an administrative hearing. The purpose of the hearing is to review the noncompliance and to specify conditions for continued certification, which may include, but is not limited to, increased monitoring by GCT.

The Company shall be represented at the hearing by a person with authority to speak and act for the Company. The Company may have other representatives present, including legal counsel. However, the Company shall notify GCT, at least five days before the hearing or other time as specified by GCT, of the name and title or position of all Company representatives, agents, employees, or counselors who plan to attend the hearing. If the Company chooses to have legal counsel present at the hearing, GCT reserves the right to ask its counsel to attend as well.

If the Company does not attend, is represented by a person without authority to act for the Company or is represented by any person(s) without prior notice to GCT, the hearing may be canceled, and certification may be withdrawn. Other appropriate action may be taken by GCT, including, but not limited to, product recall and Public Notice.

If the Company does not agree to the conditions for continued certification, certification shall be withdrawn. Again, other appropriate action may be taken by GCT, including, but not limited to, requesting a product recall, and issuing a Public Notice.

The Company shall be responsible for the costs of the hearing, including GCT travel costs and reasonable attorneys' fees incurred by GCT necessitated by the Company electing to have its legal counsel at the hearing.

### 11.11. Withdrawal of Certification

GCT may withdraw certification of any product, at any time, for failure to comply with any GCT requirements.

## GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

GCT shall notify the Company, in writing, of withdrawal of certification. Upon notice by GCT (whether written or oral) to the Company of withdrawal of certification, the Company shall immediately stop applying the Mark to the product. If directed by GCT, the Company shall notify its distributors and outlets that the certification has been withdrawn. The Company shall confirm these actions to GCT. GCT may make public notice of withdrawal of certification and the reason for such action.

Upon withdrawal of certification of a product or all products, GCT may require the Company to quarantine, dispose of, modify, or destroy the entire product(s), by means acceptable to GCT, to assure that it is not sold, used, or represented as certified. The Company shall provide to GCT its plan for the disposal, modification, or destruction of the product(s) within 20 calendar days of notification of withdrawal of certification. GCT shall verify the action taken by the Company.

Upon withdrawal of certification of all products, GCT may require the Company to dispose of, modify, destroy, or surrender to GCT all Marks, marking devices, and marked materials, by means acceptable to GCT. The Company shall provide to GCT its plan for the disposal, modification, destruction, or surrender of the Marks and marked materials within 20 calendar days after GCT notifies the Company of withdrawal of certification. Disposal, modification, or destruction of the Marks and marked materials shall be at the Company's expense. GCT shall verify the action taken by the Company. No credit or refunds shall be provided for Marks disposed of, modified, destroyed, or surrendered. The Company shall also acknowledge in writing that it is not authorized to use the Mark or otherwise represent that any of its products are certified.

### 11.12. Public Notice

GCT may issue a Public Notice for noncompliance with any GCT requirement. The Company shall cooperate in good faith with GCT in determining who should receive copies of a Public Notice. The content and distribution of the notice shall be in accordance with the following conditions for a Class I, II, or III notice. Also refer to 4.43.

- A Class I notice shall be issued for a noncomplying product that, in the sole opinion of GCT, has a substantial risk of causing serious, adverse health consequences or death (e.g., acute toxicity, reproductive toxicity). If the product is not under the direct control of the Company for immediate and complete recall (within 48 hours), GCT shall issue a notice that includes the name of the Company, a description of the product, including its trade or model designation, the specific noncompliance, and shall explain the noncompliance and specific health consequences. GCT shall issue a press release of the notice to appropriate print and broadcast media. GCT shall distribute a written notice to those appropriate persons, agencies, and entities, which may include known purchasers and recipients of the product, appropriate federal, state, and local regulatory officials in the United States, certified companies, and other individuals routinely receiving the appropriate certification information.
- A Class II notice may be issued for a noncomplying product that in the sole



## GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

opinion of GCT, poses a known risk of long- or short-term adverse health consequences (e.g., contributing levels of toxic substances to food or water that exceed regulated or established maximum acceptable levels). The notice shall include the name of the Company, a description of the product, including its trade or model designation, the specific noncompliance, and shall explain the noncompliance and specific health consequences. GCT shall issue a press release of the notice to appropriate print and broadcast media. GCT shall distribute a written notice to those appropriate persons, agencies, and entities, which may include known purchasers and recipients of the product, appropriate federal, state, and local regulatory officials in the United States, certified companies, and other individuals routinely receiving the appropriate certification information.

- A Class III notice may be issued for noncompliance that, in the opinion of GCT, is unlikely to pose any adverse health consequence, but is otherwise noncompliant. The notice shall include the name of the Company, a description of the product, including its trade or model designation, and state the certification status of the Company and its product(s). GCT shall issue a press release of the notice to appropriate print and broadcast media. GCT shall distribute a written notice to those appropriate persons, agencies, and entities, which may include known purchasers and recipients of the product, appropriate federal, state, and local regulatory officials in the United States, certified Companies, and other individuals routinely receiving the appropriate certification information.

### 11.13. Reinstatement

Following withdrawal of certification, products may not be re-certified until GCT has reevaluated or retested, or both reevaluated and retested the product, has verified that all items of noncompliance have been satisfactorily resolved, and has notified the Company in writing that it is authorized to use the Mark in connection with the product. The Company shall be responsible for any fees associated with reinstatement, and for any additional costs necessary to verify compliance with GCT requirements.

## 12. Appeals

### 12.1. Appeal of a Decision, Result or Action taken by GCT

Any decision, result or action taken by GCT may be appealed within sixty (60) calendar days of the decision, result or action. The appellant may file a written request for appeal with GCT. GCT shall, within thirty (30) calendar days of the written request, inform the appellant of the results of the appeal.

If the appellant is unsatisfied with the results of the appeal, review by an Appeals Committee may be requested. The request shall be made in writing within thirty (30) calendar days of the decision of the appeal.



## **GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES**

GCT may, at its discretion, hold in abeyance any enforcement action against a Company until the appeal has been conducted.

### **12.2. Legal Action**

The Company shall hold in abeyance any formal legal action against GCT until such time that all appeal mechanisms available have been exhausted.

## **13. Fees**

### **13.1. Application Fee**

The Company shall submit payment of the application fee, if applicable, with the signed application form. This fee, if applicable, shall be paid once by each Company for each GCT program. This fee is nonrefundable.

### **13.2. Standards Maintenance Fee**

An annual standards maintenance fee, if applicable, shall be charged to each certified Company for each program area in which it participates. Each Company shall be invoiced annually, on or about January 1st, payable 30 days net.

### **13.3. Certification Fee**

For initial certification, the Company shall submit payment of the certification fee and any outstanding fees (e.g., audit, toxicological assessment, testing, or evaluation) prior to the official certification being granted. The Company shall be responsible on an annual basis for continued conformance and for fees for continued certification. The Company shall be invoiced for annual services for a calendar year on or about December 1 of each preceding year; the invoice shall be dated January 1, payable 30 days net. The certification fee shall be paid for each facility location for each Standard.

### **13.4. Additional Charges**

The Company shall be responsible for any additional fees and costs incurred by GCT to monitor the Company's compliance with GCT requirements.

### **13.5. Collection Fee**

The Company shall be responsible for any fees and costs incurred by GCT in collection of fees in arrears.

### **13.6. Charges by Governmental Agencies**

The Company is responsible to pay, without any corresponding withholding from GCT, all taxes and fees (e.g., taxes or fees for currency transactions) that may be imposed by any and all governmental agencies outside of the United States, having authority over the transaction.

## SECTION II – PROGRAM SPECIFIC POLICIES FOR WASTEWATER TREATMENT PROGRAMS

### 14. INTRODUCTION

The Wastewater certification program is intended to cover the certification of any component intended to be used along with other equipment or components to make a complete, functional wastewater system. The registered GCT Certification Mark on a wastewater treatment product confirms that GCT has assessed and certified its conformity with the relevant Standard(s) or GCT Protocol. As part of the certification process, the production facility is audited. The purpose of this audit is to assure that all the requirements of the Standard are met, quality assurance and quality control procedures are followed in fabrication, products are sampled and retested on schedule, and labeling and product literature are true and accurate.

While the Standards outline the requirements for the products being certified, policies are necessary to outline the operational requirements for maintaining certification.

As part of the authorization to use the Certification Mark, the wastewater treatment product manufacturing facility agrees to abide by the policies specified herein. Section I specifies the general policies applicable to every product certified by GCT as meeting the appropriate GCT standard/criteria, another national consensus standard, or government regulation or specification. The general policies include (among other requirements) provisions relating to audits, testing, records, complaints, corrective action/enforcement, and appeals.

In addition to the general policies applicable to all products certified by GCT, there are policies specific to the certification of wastewater treatment devices. These are included in Section II and relate to issues such as product marking, listing formats, product testing, and material review processes.

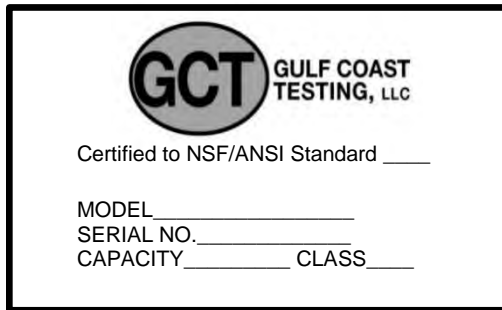
Both sections, the General and Program Specific Policies, must be considered in their entirety and shall be applied within the context of the specific standard, protocol, government regulation, or other specifications referenced in the Contract for Certification Services between the Company and GCT. For clarity and ease of reference, these policies are presented as individually numbered items with appropriate headings. General policies have a prefix of "GP," and program policies have a prefix "PP." A descriptive title and the page on which each policy appears is listed in the Table of Contents.

### 15. MARKING

#### 15.1. GCT Certification Marks for Wastewater Treatment Protocol

Complete functional systems or a single component intended to be used along with other components to make a complete functional system, as defined by a GCT Standard, shall bear the GCT Mark.

# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES



## 15.2. Model Designation

Each certified system shall have a model designation and must bear the Mark. If a product has been manufactured and distributed prior to certification, it shall be assigned a new model designation that distinguishes it from earlier, non-certified products.

## 16. OFFICIAL LISTING

### 16.1. Format

The Official Listing format shall include at a minimum the following information:

- Company name and address;
- Production location (city and state, province/country);
- Product description;
- Standard to which product is certified;
- Trademark/model designation;
- Class rating (if applicable);
- Rated capacity (if applicable); and
- Listing of each state and province/country in which the listed Company has an authorized representative physically located.

## 17. AUDIT

### 17.1. Initial Audits

Initial audits of all production locations shall be announced and successfully completed prior to certification.

### 17.2. Annual Audits

A minimum of one audit shall be conducted each calendar year.

## GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

### 17.3. Audit of Authorized Representatives

GCT may audit annually up to four of a Company's authorized representatives of certified systems. GCT may contact the authorized representative up to 48 hours in advance of the day's audit. The Company shall be responsible for these costs. The Company shall audit annually at least four or 10 percent of the authorized representatives of its certified systems, whichever is greater, and provide written reports to GCT on forms approved or provided by GCT.

Each authorized representative shall have available a copy of NSF/ANSI Standard to which the unit or component is certified and the General and Program Specific Policies for Wastewater Treatment Devices.

### 17.4. Re-Evaluation and Periodic Testing of Certified Products

For continued certification, products shall be reevaluated and tested at intervals not to exceed seven years. Full retesting may not be required for products that have a current, registered documentation report on file with GCT, including identification of all changes related to the products, since the time of initial certification or the last complete reevaluation and testing.

GCT, at seven-year intervals, will evaluate all changes that have taken place, including material and component suppliers, manufacturing processes, and design modifications, and make a determination of the level of testing that must be completed for continued compliance with applicable standard and to demonstrate comparability with prior test results. If GCT notifies the Company of the need for testing, the Company shall supply a product to GCT for testing no later than six months from the date of notification.

## 18. TESTING

### 18.1. Access to GCT Wastewater Test Facility

Access to the GCT Wastewater Test Facility may be permitted by prior arrangement only. Request for access must be authorized by GCT no less than 24 hours prior to the requested visit. In the event access is authorized, any and all guests shall be accompanied throughout the visit by designated GCT representatives.

### 18.2. Insulation of Test Systems

To insulate a system installed at a higher grade than normal, the Company may cover the system with soil in a fashion to simulate normal installation depth. No other type or form of insulation shall be permitted.



## **GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES**

### **18.3. Distribution of Test Data**

Upon satisfactory completion of evaluation and testing, the Company shall be provided with a complete test report from GCT entitled “Specific Performance Evaluation Report” (SPE Report). The report shall detail the results of the testing program and include a complete description of the system, including materials of construction, parts list, and the dimensions.

### **18.4. Certificates of Additional Modeling without Testing**

GCT may authorize additional models for certification without testing if a Company documents to the satisfaction of GCT that testing on other certified models verifies compliance with all GCT requirements. The Company shall be provided with a report entitled “Supplemental SPE Report” indicating the unit or component will successfully meet the requirements of the Standard and GCT certification requirements.

### **18.5. Final SPE Reports**

If in the sole opinion of the Program Manager, the criteria for the Standard have been met, the Program Manager shall certify the model and authorize an SPE Report to be prepared. The date on the SPE Report shall always be after the date of certification. The SPE Report shall be forwarded to the client for review. Once the client accepts the SPE Report, the report is considered final, and the model may be listed on the GCT website.

## **19. INFORMATION REQUIRED FOR CERTIFICATION**

### **19.1. Product Design and Engineering Information**

As specifically requested by GCT, the Company shall provide product design and engineering information, including detailed drawings and parts lists, to adequately document the system for evaluation, testing, and certification.

### **19.2. List of Authorized Representatives**

The Company shall disclose to GCT the name, address, and telephone number for each authorized representative of certified residential wastewater treatment systems or other agent providing service for certified systems. The Company is responsible for assuring that each authorized representative of certified systems complies with all GCT requirements, including requirements for maintenance and service.

## 20. LITERATURE

### 20.1. Literature required by Standards

Before certification, the System Data Plate, Control Box Data Plate, Service Label, Owner's Manual, Installation and Operation Manual as well as the Troubleshooting and Repair manual shall comply with all applicable GCT requirements (appropriate Standard and Policies). The Company shall discontinue any literature that is not in full compliance with all applicable GCT requirements.

### 20.2. Advertising, Promotional Material, Literature, and Packaging

All advertising, promotional material, literature, and packaging (audio, visual, or electronic) of certified products shall be subject to General Policy, Use of the Mark: Advertising, Packaging and Literature.

### 20.3. Delineation of GCT and Non-GCT Claims

If a Company advertises effluent reduction claims, including individual specific reduction, filtration capabilities, system flow rates, and/or capacity not certified by GCT, one of the following indications shall be used to avoid consumer confusion related to claims not certified by GCT:

- The following statement clearly and conspicuously displayed in close proximity to and in the same typeface and print size as the advertised statement: "Not Performance Tested or Certified by GCT."
- A clear and conspicuous statement displayed in close proximity to, and in the same type face and print size as the advertised statement, citing the documentation source for the indicated claim(s). Such sources would include manufacturer's internal testing or a statement such as "Tested and verified by independent laboratory testing" or other similar statement.

The Company shall not directly or indirectly represent, advertise, imply, or claim that any non-GCT certified claim(s) is certified by GCT.

### 20.4. Limited Warranty

The Company shall warrant all components of their certified residential wastewater treatment systems to be free from defects in material and workmanship for a minimum of two years from the date of installation. The Company shall fulfill the terms of the warranty by repairing or exchanging any components that, in the manufacturer's judgment, show evidence of defect.

A sample limited warranty is included as an Attachment to these policies.

## GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

### 20.5. Service-Related Obligations

The Company or the authorized representative shall furnish a two-year initial service policy to the owner. The cost of the initial service policy shall be included in the original purchase price. The initial service policy shall contain provisions for four inspection/service visits (scheduled once every six months over the two-year period) during which electrical, mechanical, and other applicable components are inspected, adjusted, and serviced.

The initial service policy shall contain provisions for an effluent quality inspection consisting of a visual assessment for color, turbidity, and scum overflow, and an olfactory assessment for odor.

The initial service policy shall contain a clause that states that the owner will be notified, in writing, about improper system operations that cannot be remedied at the time of inspection and that the written notification shall include an estimated date of correction.

The Company or authorized representative shall make available, for purchase by the owner, an extended service policy with terms comparable to those in the initial service policy.

If a mechanical or electrical component must undergo off-site repairs, the local authorized representative shall maintain a stock of mechanical and electrical components that may be temporarily installed until repairs are completed.

The Company shall provide emergency service within 48 hours of a service request.

A description of initial and extended service policies shall be included in the owner's manual.

## 21. RECORDS

### 21.1. Records of Installation and Service – Authorized Representatives

The authorized representative shall maintain, at its location, and make available to GCT immediately upon request, records of the installation and service of certified systems. These records shall be maintained for each effective life of the system. These records shall include, for each certified system, the following information:

- The date of installation and location (address);
- The date and record of required and emergency service and maintenance; and
- The name, address, and telephone number of the person(s) providing the service.



## 22. ENFORCEMENTS

### 22.1. Non-Compliance by Authorized Representative

The Company is responsible for assuring that each authorized representative of certified systems complies with all GCT requirements, including requirements for maintenance and service. An authorized representative of GCT shall notify the Company of noncompliance in writing. The Company shall assure that the authorized representative immediately (or within a reasonable time agreed to by GCT) corrects any and all items of noncompliance, and shall submit, in writing within 30 days of the date of written notice, an explanation of planned and/or actual corrective action. GCT shall verify compliance.

When it is determined by GCT that corrective actions have not been effected, or for repeated recurrence of an item of noncompliance, the Company shall, at the option of GCT, withdraw authorization for the authorized representative to continue to sell, fabricate, install, or service certified systems, and the Company shall assume direct responsibility for maintenance and service of previously installed certified systems. GCT may take other appropriate action including, but not limited to, product recall and Public Notice.

### 22.2. Request for Investigation – Testing

When testing a system in response to a request for investigation, GCT may allow the complainant and the Company with the certified product being tested to visually inspect the test system prior to startup. This inspection shall be scheduled by GCT. During this inspection, no changes, alterations, or disassembly of any system or system component shall be allowed.



# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

## EXAMPLE – NOT FOR USE

### LIMITED WARRANTY

Manufacturer warrants every new residential Wastewater Treatment System against defects in materials and workmanship for a period of two years after installation or three years from date of shipment, subject to the following terms and conditions: During the warranty period, if any part is defective or fails to perform as specified when operating at design conditions, and if the equipment has been installed and is being operated and maintained in accordance with the written instructions provided by Manufacturer, Manufacturer will repair or replace at its discretion such defective parts free of charge. The cost of labor and all other expenses resulting from replacement of the defective parts and from installation of parts furnished under this warranty and regular maintenance items such as filters or bulbs, shall be borne by the owner. This warranty does not cover general system misuse, aerator components which have been damaged by flooding or any components that have been disassembled by unauthorized persons, improperly installed or damaged due to altered or improper wiring or overload protection. This warranty applies only to the treatment plant and does not include any of the structure wiring, plumbing, drainage, septic tank, or disposal system. Manufacturer reserves the right to revise, change or modify the construction and/or design of the Wastewater Treatment System, or any component part or parts thereof, without incurring any obligation to make such changes or modifications in present equipment. Manufacturer is not responsible for consequential or incidental damages of any nature resulting from such things as, but not limited to, defect in design, material, or workmanship, or delays in delivery, replacements, or repairs.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. MANUFACTURER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIVE OR PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTY OR TO ASSUME FOR MANUFACTURER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCTS.

## EXAMPLE – NOT FOR USE

### TWO YEAR SERVICE POLICY

Date: \_\_\_\_\_

Our firm, \_\_\_\_\_, will inspect and service your Aerobic Treatment System for the first two years from the date of installation. There will be inspections made each year for this initial two-year period. Effluent quality inspection will include a visual inspection for color, turbidity, sludge build up, scum overflow, and odor. Mechanical and electrical inspection and service include inspecting aerator, air filter, and alarm panel and replacing or repairing any component not found to be functioning correctly.

Upon expiration of this policy, our firm will offer a continuing service policy on a yearly basis to cover labor for normal maintenance and repairs on a year-by-year basis.

Violations of warranty include shutting off the electric current to the system for more than 24 hours, disconnecting the alarm system, restricting ventilation to the aerator, overloading the system above its rated capacity, or introducing excessive amounts of harmful matter into the system, or any other form of unusual abuse.

THIS POLICY DOES NOT INCLUDE PUMPING SLUDGE FROM  
UNIT IF NECESSARY.

Service Provider:

Owner:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

## EXAMPLE – NOT FOR USE

### EXTENDED SERVICE POLICY

SERVICE PROVIDER  
ADDRESS  
CITY, STATE ZIP  
PHONE NUMBER

This agreement entitles: OWNER \_\_\_\_\_  
STREET \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_

to the following service for \_\_\_\_\_ year(s) from the date of acceptance. Upon receipt of this signed agreement and \$ \_\_\_\_\_, SERVICE PROVIDER agrees to perform the following services during the term of this agreement:

Inspect the Wastewater Treatment System or Component at the above address twice a year. These inspections will include:

**PLANT SERVICE \$** \_\_\_\_\_

- Removal of aerator, inspection, adjustment, cleaning of aspirator shaft, field service of aerator, if needed, and re-installation.
- Examination of final effluent for color and odor if there is access at time of inspection.
- Check of discharge point and wet weather overflow for blockage (if applicable).
- Inspection and adjustment of control panel setting if there is access at time of inspection.

**CHLORINATOR SERVICE \$** \_\_\_\_\_

- Inspect, clean, service, and restock chlorinator. (Additional charge for chlorine tablets.)

**TOTAL \$** \_\_\_\_\_

SERVICE PROVIDER further agrees to the following:

#### EMERGENCY SERVICE

- There will be no charge for emergency service calls.
- There will be no service or labor charges for removal or re-installation of the aerator, if required.
- If improper operation cannot be corrected at time of service, homeowner will be notified immediately and given estimated date of correction.
- If necessary, the entire aerator or any parts will be replaced according to the manufacturer's warranty program.

Neither freight charges to the factory nor aerator repair charges are covered under this agreement.

Service Provider:  
\_\_\_\_\_  
\_\_\_\_\_

Owner:  
\_\_\_\_\_  
\_\_\_\_\_



# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

## EXAMPLE – NOT FOR USE

### APPLICATION

#### COMPANY INFORMATION

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

City State Zip

Mailing Address: \_\_\_\_\_

(if different) \_\_\_\_\_

City State Zip

Legal Status of Company: \_\_\_\_\_

Other Legal Entities of Company: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

#### Certification Requested

\_\_\_\_ NSF/ANSI Standard 40      \_\_\_\_ NSF/Standard 46      \_\_\_\_ NSF/Standard 385

\_\_\_\_ NSF/ANSI Standard 245      \_\_\_\_ NSF/Standard 350

\_\_\_\_ Other \_\_\_\_\_

#### PRODUCT INFORMATION

Product Name and Model Number: \_\_\_\_\_

Brief Description of Product: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### FACILITY INFORMATION

Facility Address: \_\_\_\_\_

\_\_\_\_\_

City State Zip

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_



# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

Production Facility Contact \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Total Employees: Salaried \_\_\_\_\_ Hourly \_\_\_\_\_

**Affidavit:** I certify that I agree to comply with the applicable Gulf Coast Testing policies and NSF/ANSI Standards related to the use of the GCT mark. I am authorized by the company to agree that the company will pay for any charges billed for services rendered at the request of the company in the initial evaluation and/or testing of products for certification.

A check in the amount of \$500 is enclosed for the certification application deposit. I understand that upon acceptance by Gulf Coast Testing, LLC, the deposit is non-refundable and charges for all other services will be invoiced as rendered.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

**PLEASE RETURN THIS APPLICATION AND CHECK TO:**

**WILLIAM DANIEL, PROGRAM MANAGER  
GULF COAST TESTING, LLC  
5261 HIGHLAND ROAD #347  
BATON ROUGE, LA 70808**

**MAKE CHECK PAYABLE TO GULF COAST TESTING, LLC**



# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

## EXAMPLE – NOT FOR USE



### Contract for Standard Performance Evaluation And Continual Compliance Evaluation

SPE\_\_\_\_

Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **Gulf Coast Testing, LLC**, a Louisiana limited liability corporation, with principal offices at 5261 Highland Road, #347, Baton Rouge, Louisiana, 70808, hereinafter referred to as GCT and \_\_\_\_\_ with principal offices in \_\_\_\_\_ hereinafter referred to as CLIENT and herein represented by its duly approved agent \_\_\_\_\_.

#### 1. TERM

The term of this Agreement shall be effective on \_\_\_\_\_ and remain in effect until canceled by either party upon thirty (30) days written notice.

#### 2. EVALUATION SERVICES

In consideration of the fees by CLIENT in Section 3 of this contract, CLIENT is submitting a wastewater treatment system described as \_\_\_\_\_, hereinafter called MODEL. CLIENT desires to have GCT evaluate MODEL in accordance with the NSF/ANSI Standard \_\_\_\_\_, hereinafter referred to as STANDARD. MODEL shall be operated in accordance with CLIENT's operating instructions and the applicable provisions of STANDARD. CLIENT is responsible for assuring proper installation of MODEL at GCT's testing facility at 14378 Park Avenue, Prairieville, Louisiana, 70769 and shall sign a form indicating MODEL was properly installed prior to the start of the evaluation. Fees and arrangements for installation and removal of the MODEL are the responsibility of the CLIENT.

As part of the evaluation services, the CLIENT agrees to participate in and/or provide the following information:

- 1) Detailed information, including ingredients, for MODEL.
- 2) Detailed schematics of MODEL in CAD or PDF format
- 3) Manufacturing Procedures and Processes, as appropriate
- 4) Instructions/Manuals for the MODEL
- 5) Any additional information as required by STANDARD or GCT

CLIENT is responsible for meeting all provisions of STANDARD, including correcting non-conformances, and GCT's certification requirements.

#### 3. COMPENSATION

The costs for the preparation of the report and contractual certification are based on the following three categories: professional activities, field activities, and laboratory testing. Professional activities will include project initiation, supervision of field and laboratory activities, agency liaisons, and report preparation (weekly status, final evaluation report, and annual compliance audit). Field activities will include daily sample collection, field testing, and coordination of any required stress testing. GCT is obligated to provide only one sampler per test site. Additional samplers will be provided by GCT, if available, at a fee. Laboratory testing will be on a per test basis and shall include analytical testing of the influent and effluent samples as required by STANDARD.

The total fee for the preparation of the report, contractual certification and the first annual compliance evaluation is \$\_\_\_\_\_. This includes all activities required to evaluate the MODEL in accordance

# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

with STANDARD and to perform the first annual compliance evaluation on the operation of the MODEL. Included in the evaluation fee is compensation for the initial CLIENT audit. The evaluation fee shall be invoiced equally on a monthly basis over a six-month period. Additional costs incurred on this project will be invoiced monthly in accordance with GCT's Rate Schedule. Payment shall be due within thirty (30) days of invoice date.

#### **4. SUSPENSION AND/OR CANCELLATION OF EVALUATION SERVICES**

Should evaluation services be stopped for any reason, CLIENT agrees to pay all fees incurred through the stop date. CLIENT agrees to pay for any additional work performed in conjunction with suspending or cancelling the evaluation. Calculation of charges and an operation, maintenance, and sampling fee will be based on the GCT's Rate Schedule in effect at the time of analysis. Unexpended fees advanced by CLIENT shall be refunded to CLIENT by GCT if this contract is voided prior to expenditure of these funds.

#### **5. USE OF SUBCONTRACTORS**

GCT may use qualified subcontractors to perform part of GCT's obligations pursuant to this contract. GCT shall give CLIENT written notice of any subcontractors used by GCT prior to use of the subcontractor. CLIENT shall have forty-eight (48) hours after receipt of notice to object to the subcontractor and the reason for such objection. An objection constitutes the CLIENT notifying GCT on the Complaint Documentation Form. The objection shall be handled using GCT's Complaints, Disputes, and Appeals Documentation Procedure.

#### **6. EXTENSION OF TESTING**

If an extension of the testing is required because a component failure of MODEL not attributable to GCT, MODEL performance, or any additional research and development not covered under this contract at the CLIENT's request is undertaken, additional charges will be assessed at the rates specified in the GCT's Rate Schedule, plus additional sample analysis charges. These charges will be invoiced monthly, as services are provided. "Extension" includes interruptions in testing but does not include periods following termination of the evaluation that necessitates a new evaluation.

#### **7. MODEL LOSS AND/OR DAMAGE**

CLIENT agrees to assume all risks and hold GCT harmless for loss or damage of any kind to MODEL and any equipment or materials placed with GCT under the terms of this agreement, whether such loss or damage results from fire, vandalism, strikes, floods, other acts of God, or other agencies and whether it is caused by negligence of GCT, any of its employees, or agents, or otherwise.

#### **8. REASONABLE ACCESS OF ENTRY**

GCT agrees to provide CLIENT or representatives of CLIENT reasonable access to GCT's testing facility for purpose of MODEL examination. CLIENT shall give GCT notice prior to access, and the access shall require oversight by appropriate designated GCT staff, to CLIENT. CLIENT shall be billed for GCT oversight during all visits pursuant to the current GCT Rate Schedule. Failure of CLIENT to comply with these requirements is grounds for cancellation of contract by GCT.

#### **9. PRELIMINARY DATA**

CLIENT agrees to refrain from using any and all data provided by GCT at any time during the period of the contract, except for in-house review purposes. This data is preliminary, may be subject to change, and is provided for CLIENT's information only. Use of preliminary data in any form, or final data taken out of context from all data generated during the contract, is grounds for cancellation of contract by GCT.

# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

## **10. PROHIBITION OF UNAUTHORIZED DISTRIBUTION OF FINAL REPORT**

Only the final "Compliance Evaluation Report for Individual Mechanical MODELS" obtained directly from GCT is considered an authorized report. GCT's reports shall not be copied by CLIENT for other than CLIENT's internal purposes unless authorized for distribution by GCT. Any unauthorized distribution, publication, or other unauthorized use of reports is prohibited and is grounds for cancellation of contract by GCT.

## **11. COMPLETION OR TERMINATION OF EVALUATION SERVICES**

CLIENT agrees to remove MODEL from the test site no later than sixty (60) days following completion or termination of the evaluation services, or termination of this contract, or at such time as agreed by GCT. CLIENT agrees to pay a storage charge pursuant to GCT's rate schedule for every week or part of a week that the MODEL remains at the test site beyond the date agreed for removal.

## **12. LISTING**

In the event MODEL complies with all applicable provisions of STANDARD and GCT's certification requirements, GCT agrees to:

- 1) Provide a signed SPE Report to CLIENT containing the following information:
  - a) GCT's address and ANSI certification number;
  - b) Client's name and address;
  - c) Certification date;
  - d) Term of certification;
  - e) Scope of certification;
  - f) Any additional information required by STANDARD
- 2) Publicly list MODEL on GCT's website ([www.gctla.com](http://www.gctla.com)) listing:
  - a) CLIENT's name and address
  - b) MODEL identification
  - c) STANDARD for which certification was granted
- 3) Provide information, upon request, regarding the validity of the certification
- 4) Provide information to CLIENT regarding and changes in STANDARD affecting CLIENT pursuant to GCT's policies and procedures

The evaluation service, as defined by this contract, is also a contractual relationship that authorizes the use of the GCT's mark on products that comply with the STANDARD. By using the GCT Mark®, CLIENT agrees to:

- 1) Apply the GCT Mark® to each product each individual product except where the physical size of the unit or the type of product does not permit this, in which case the mark may be applied to the smallest package in which the unit is marketed.
- 2) Only make claims regarding MODEL consistent with certification;
- 3) Only reproduce the certification documents in their entirety;
- 4) The CLIENT shall not specify any function or make any claim or the like in user information that could lead purchasers to believe that performance of the product or its use is covered by the certification when in fact they are not and make claim for MODEL that would bring GCT into disrepute;
- 5) Complies with GCT's requirements in referring to the certification in any documents, brochures, or advertisements;
- 6) Make any changes to MODEL to comply with changes in STANDARD
- 7) Limit the use of the GCT Mark® to the provisions of STANDARD and GCT's program requirements;
- 8) Notify GCT, without delay, of changes that may affect its ability to conform with the provisions of the STANDARD or GCT's certification requirements.



# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

## 13. ANNUAL COMPLIANCE AUDIT

In the event, STANDARD calls for an annual compliance audit, CLIENT agrees to:

- 1) Make all necessary arrangements for GCT to conduct the annual compliance audit;
- 2) Continue to meet all the provisions of the STANDARD;
- 3) Notify GCT of any changes to MODEL, including process or production changes and changes in management;
- 4) Investigates and takes appropriate action on all complaints and provides to GCT the documentation of action taken;
- 5) Allow for the participation of observers;
- 6) Provide GCT information for any manufacturing facilities that produce certified products;
- 7) Provide GCT information on MODELS installed, including date and location;
- 8) Verify information from material suppliers by providing records as requested;
- 9) Provide GCT with any additional information to verify compliance with Standard;
- 10) Correct any nonconformity from the audit pursuant to GCT's procedures.

GCT agrees to:

- 1) Notify CLIENT 60 days prior to the date of the audit
- 2) Inform the CLIENT of the results of the audit

The annual fee for the compliance audit is \$10,000 per year. This will be an annual fee to fulfill the requirements of this contract. GCT reserves the right to increase the fee with thirty (30) days' notice to CLIENT.

## 14. TERMINATION OF CONTRACT

Termination of the contract may occur for the following reasons:

- 1) CLIENT no longer wishes to have the product certified;
- 2) MODEL no longer meets the criteria of the STANDARD
- 3) GCT terminates the contract for cause;
- 4) Evaluation results did not meet provisions of STANDARD and CLIENT did not or could not correct the nonconformance;
- 5) Failure to comply with STANDARD or GCT's requirements concerning the annual compliance audit;
- 6) Misrepresentation of the certification scheme, misleading use of the license or misuse of the GCT Mark® in any way.

Upon termination, GCT shall:

- 1) Notify CLIENT in writing the contract has been terminated;
- 2) Change the public listing records to remove Model.

Upon notification of termination by GCT, the CLIENT shall:

- 1) Cease selling and offering the MODEL for sale;
- 2) Discontinue use of all advertising matter that contains reference to the MODEL

## 15. ENVIRONMENTAL AND/OR HEALTH HAZARDS

CLIENT hereby certifies and represents that CLIENT has complied with all applicable rules and regulations issued under Toxic Substances Control Act (Public Law 94-469), and that unless otherwise exempted, the MODEL furnished for the SPE does not include or use any chemicals other than those listed in the Inventory of Chemical Substances or a Revised Inventory of Substances issued by the US



# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

Environmental Protection Agency, and that CLIENT will indemnify and hold harmless GCT from and against any and all claims, lawsuits, damages, costs and expenses, penalties and fines arising out of any failure to so comply with this paragraph.

## **16. COLLECTION**

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other related expenses. Interest on any unpaid amounts shall accrue after the due date at the rate of twenty-eight percent (28%) per annum or the maximum rate allowed by law, whichever is less. Any claim that the invoice is incorrect or claim that a credit is due for any reason must be made within forty-five (45) days of the receipt of the invoice or such claim is waived. The exclusive forum for the resolution of any dispute arising pursuant to this contract is the 19<sup>th</sup> Judicial District Court located in East Baton Rouge Parish, Louisiana.

## **17. CLAIM FOR PROFESSIONAL NEGLIGENCE**

The CLIENT shall make no claim for professional negligence, either directly or in a third-party claim, against GCT unless the CLIENT has first provided GCT with a written certification executed by an independent testing professional currently practicing in the same discipline as GCT and licensed in the State of Louisiana. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of the testing professional under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to GCT not less than thirty calendar days prior to the presentation of any claim or the institution of judicial proceeding.

## **18. CONFIDENTIALITY**

GCT is responsible for ensuring that secrecy is maintained by its employees concerning all confidential information with which they become acquainted as a result of their contacts with the CLIENT. As a result, GCT will need to obtain information which will enable it to conduct an appropriate evaluation and testing of the MODEL. During the course of the evaluation and testing, GCT will obtain information through interviews, observations, and records review. In addition, the CLIENT will convey to GCT information that might constitute trade secrets and/or proprietary information. All information and resulting work products shall be handled under the following terms and conditions:

GCT shall, for fifteen years from the date of this agreement, maintain confidential and secret all information obtained from the CLIENT and shall not disclose the same to any third party; additionally, GCT may make no use of the information for any other purpose other than to perform the required evaluation and conduct the testing, except with the expressed written consent of the CLIENT.

GCT understands that no right or license to use any of the information provided is expressly implied or given hereunder, and GCT agrees to return all information to the CLIENT, if requested, promptly upon completion of the evaluation and testing.



# GCT CERTIFICATION POLICIES FOR WASTEWATER TREATMENT DEVICES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and the year first above written.

**CLIENT**

**GULF COAST TESTING, LLC**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST/WITNESS:

ATTEST/WITNESS:

By \_\_\_\_\_

By \_\_\_\_\_