**PREFACE**

The following manual outlines the general procedures and policies of the Performance Certification Program operated by the Air-Conditioning, Heating, and Refrigeration Institute (AHRI). This manual is to be used in conjunction with the product-specific certification program operations manual. Where this manual and the Product-Specific Operations Manual differ, the Product-Specific Operations Manual shall prevail.

The revision of this manual supersedes all previous revisions. The current edition of this manual, as well as the Product-Specific Operations Manuals, can be accessed through the AHRI website, [www.ahrinet.org](http://www.ahrinet.org).

The AHRI Performance Certification Program provides for independent verification of the manufacturers' stated equipment performance. Safety criteria are not within the scope of this program.

Participation in the program is voluntary. Any manufacturer, regardless of AHRI membership, may obtain approval of Program Ratings and use of the AHRI Certification Mark hereinafter referred to as the "Mark". The Mark is the Participant’s public representation that the ratings of randomly selected samples have been verified by an independent laboratory in accordance with test procedures prescribed by this operations manual. A Certification Agreement is executed between the manufacturer and AHRI specifying the conditions under which such Ratings and the Mark may be used. No manufacturer has the right to use Program Ratings or to state that their products have been tested in conformance with the procedures outlined in this Rating Procedure unless and until they have received written authority from AHRI to use the Mark as applied to the specific approved Program Ratings.

This Operations Manual has been prepared to assure that administration of the program is carried out in a uniform manner. It is an amplification of the Certification Agreement signed by licensees and AHRI. General information, procedural details, and copies of forms are included in this operations manual. Provisions of the Operations Manual may be amended as provided in the Certification Agreement.

The AHRI Certification Programs comply with requirements in the latest edition of ISO/IEC Guide 17065, *General requirements for bodies operating product certification systems*.

**Note:**
# GENERAL OPERATIONS MANUAL
AHRI CERTIFICATION PROGRAMS

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>1</td>
</tr>
<tr>
<td>Definition of AHRI Product Performance Certification Program</td>
<td></td>
</tr>
<tr>
<td>Purpose of the AHRI Product Performance Certification Program</td>
<td>1</td>
</tr>
<tr>
<td>Credibility of the AHRI Product Performance Certification Program</td>
<td>1</td>
</tr>
<tr>
<td>Benefits of AHRI Product Performance Certification</td>
<td>1</td>
</tr>
<tr>
<td>Differences between AHRI Membership and AHRI Certification Program Participation</td>
<td>2</td>
</tr>
<tr>
<td>Product-Specific Certification Programs Offered</td>
<td>2</td>
</tr>
<tr>
<td>1. Overview of AHRI Certification Program Operation, Obligations, and Privileges</td>
<td>3</td>
</tr>
<tr>
<td>2. Program Eligibility</td>
<td>4</td>
</tr>
<tr>
<td>2.1 Determining Program Eligibility</td>
<td>4</td>
</tr>
<tr>
<td>2.1.1 Definition of Corporate Entity</td>
<td>4</td>
</tr>
<tr>
<td>2.1.2 Definition of Original Equipment Manufacturer (OEM)</td>
<td>4</td>
</tr>
<tr>
<td>2.1.3 Definition of Private Brand Marketer (PBM)</td>
<td>5</td>
</tr>
<tr>
<td>2.1.4 Definition of Production Model</td>
<td>5</td>
</tr>
<tr>
<td>2.2 Definition of Brand/Trade Name</td>
<td>5</td>
</tr>
<tr>
<td>2.3 Eligibility of PBMs that Purchase Non-Certified Equipment</td>
<td>5</td>
</tr>
<tr>
<td>2.4 Participation in Multiple Certification Programs</td>
<td>5</td>
</tr>
<tr>
<td>2.5 Acquisition of, or Merger with, an AHRI Certification Program Participant</td>
<td>5</td>
</tr>
<tr>
<td>3. General Notes about the Qualification Process</td>
<td>6</td>
</tr>
<tr>
<td>3.1 Program Applicant</td>
<td>6</td>
</tr>
<tr>
<td>3.2 Length of Qualification Process</td>
<td>6</td>
</tr>
<tr>
<td>3.3 Establishing Product Ratings Prior to Seeking Certification</td>
<td>6</td>
</tr>
<tr>
<td>3.4 Claiming Certification during Qualification Process</td>
<td>6</td>
</tr>
<tr>
<td>3.5 Compliance with Sample Selection and Presentation Procedures</td>
<td>6</td>
</tr>
<tr>
<td>3.6 Applicant Invoice Payment</td>
<td>6</td>
</tr>
<tr>
<td>3.7 Applicant Manufacturer’s Decision Forms</td>
<td>6</td>
</tr>
<tr>
<td>3.8 Changes to Program Scope or Governing Documents during the Qualification Process</td>
<td>6</td>
</tr>
<tr>
<td>3.9 Termination of the Qualification Process</td>
<td>6</td>
</tr>
<tr>
<td>3.9.1 Voluntary Termination of Application</td>
<td>6</td>
</tr>
<tr>
<td>3.9.2 AHRI Termination of Application</td>
<td>7</td>
</tr>
<tr>
<td>3.9.3 AHRI Termination of Application Due to Program Cancellation</td>
<td>7</td>
</tr>
<tr>
<td>4. Qualification Process for OEM Applicant</td>
<td>7</td>
</tr>
<tr>
<td>STEP 4.1 Certification Application Package</td>
<td>7</td>
</tr>
<tr>
<td>STEP 4.2 Processing Application Package</td>
<td>8</td>
</tr>
<tr>
<td>STEP 4.2.1 Performance Certification Agreement for Original Equipment Manufacturer (OEM Agreement)</td>
<td>8</td>
</tr>
<tr>
<td>STEP 4.2.2 Participation and Licensing Fee Invoice</td>
<td>8</td>
</tr>
<tr>
<td>STEP 4.3 Selection and Qualification Testing</td>
<td>8</td>
</tr>
<tr>
<td>STEP 4.3.1 Qualification Letter</td>
<td>8</td>
</tr>
<tr>
<td>STEP 4.3.2 Laboratory Selection Process for Programs with Multiple Laboratories</td>
<td>8</td>
</tr>
<tr>
<td>STEP 4.3.3</td>
<td>Number of Qualification Tests</td>
</tr>
<tr>
<td>------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>STEP 4.3.3.1</td>
<td>Introduction of New Basic Models or BMGs</td>
</tr>
<tr>
<td>STEP 4.3.3.2</td>
<td>Additional Testing</td>
</tr>
<tr>
<td>STEP 4.3.4</td>
<td>Preparing Qualification Test Samples</td>
</tr>
<tr>
<td>STEP 4.3.5</td>
<td>Shipment Damage</td>
</tr>
<tr>
<td>STEP 4.4</td>
<td>Qualification Testing</td>
</tr>
<tr>
<td>STEP 4.4.1</td>
<td>Successful Completion of All Qualification Tests</td>
</tr>
<tr>
<td>STEP 4.4.2</td>
<td>First Sample Qualification Test Failure</td>
</tr>
<tr>
<td>STEP 4.4.3</td>
<td>Second Sample Qualification Test Failure</td>
</tr>
<tr>
<td>STEP 4.5</td>
<td>Welcome to the Program</td>
</tr>
<tr>
<td>5.</td>
<td>Qualification Process for a PBM Applicant</td>
</tr>
<tr>
<td>STEP 5.1</td>
<td>Certification Application Package</td>
</tr>
<tr>
<td>STEP 5.2</td>
<td>Processing Application Package</td>
</tr>
<tr>
<td>STEP 5.2.1</td>
<td>Performance Certification Agreement for Private Brand Marketer (PBM Agreement)</td>
</tr>
<tr>
<td>STEP 5.2.2</td>
<td>OEM Agreement on Behalf of the PBM Applicant</td>
</tr>
<tr>
<td>STEP 5.2.3</td>
<td>Licensing Fee Invoice</td>
</tr>
<tr>
<td>STEP 5.3</td>
<td>Welcome to the Program</td>
</tr>
<tr>
<td>6.</td>
<td>Governing Documents of the AHRI Certification Program</td>
</tr>
<tr>
<td>6.1</td>
<td>Governing Documents</td>
</tr>
<tr>
<td>6.2</td>
<td>Amendment to Governing Documents</td>
</tr>
<tr>
<td>7.</td>
<td>Certify-All Policy</td>
</tr>
<tr>
<td>7.1</td>
<td>Certify-All Policy</td>
</tr>
<tr>
<td>7.1.1</td>
<td>Program Scope</td>
</tr>
<tr>
<td>7.1.1.1</td>
<td>Products that Fall Outside of the Program Scope</td>
</tr>
<tr>
<td>7.1.1.2</td>
<td>Products Capable of Operating Outside of Program Scope</td>
</tr>
<tr>
<td>7.1.2</td>
<td>Intended Market</td>
</tr>
<tr>
<td>7.1.2.1</td>
<td>US and Canadian Intended Market</td>
</tr>
<tr>
<td>7.1.2.1.1</td>
<td>Elective Certification of Products Marketed/Sold Outside US and Canadian Intended Market</td>
</tr>
<tr>
<td>7.1.2.2</td>
<td>Global Intended Market</td>
</tr>
<tr>
<td>7.1.3</td>
<td>Products Designated “For Export Only”</td>
</tr>
<tr>
<td>7.1.4</td>
<td>Exceptions to Certify-All Policy</td>
</tr>
<tr>
<td>8.</td>
<td>Proper Use of the AHRI Certification Mark and Claims to Certification</td>
</tr>
<tr>
<td>8.1</td>
<td>Use of the AHRI Certification Mark and Claims to Certification</td>
</tr>
<tr>
<td>8.1.1</td>
<td>Improper Use and Claims</td>
</tr>
<tr>
<td>8.2</td>
<td>Issuing Corrections to Marketing Materials</td>
</tr>
<tr>
<td>8.3</td>
<td>New Product Introductions and Claims to Certification</td>
</tr>
<tr>
<td>9.</td>
<td>Equipment Testing</td>
</tr>
<tr>
<td>9.1</td>
<td>Summary of Annual Testing Process</td>
</tr>
<tr>
<td>9.2</td>
<td>The Independent, Third-Party Laboratory Contracted by AHRI (Laboratory)</td>
</tr>
<tr>
<td>9.3</td>
<td>Types of Tests</td>
</tr>
<tr>
<td>9.4</td>
<td>Selection of Basic Models or BMGs for Test</td>
</tr>
</tbody>
</table>
9.4.1 AHRI Method for Making Basic Model/BMG Selections for Test .............................................. 21
  9.4.1.1 General Definition of Basic Model ...................................................................................... 21
  9.4.1.2 General Definition of Basic Model Group (BMG) ............................................................... 22
9.4.2 Number of Basic Models or BMGs Subject to Annual Testing ................................................. 22
  9.4.2.1 Introduction of New BMGs .................................................................................................. 22
9.4.3 Test Laboratory Selection Process for Programs with Multiple Laboratories ........................................ 23
9.4.4 Ratings for Selected Basic Models or BMGs .............................................................................. 23
  9.4.4.1 Selection Rating Software .................................................................................................... 23
    9.4.4.1.1 Rating Software Requirements .................................................................................. 23
    9.4.4.1.1.1 Virtual Machine Requirements .............................................................................. 24
  9.4.4.1.2 Multiple Rating Methods ................................................................................................ 24
  9.4.4.1.3 AHRI Approval Process for Selection Rating Software .................................................. 24
  9.4.4.1.4 Corrective Action for Selection Rating Software ............................................................ 24
  9.4.4.1.5 Approved Rating Software Violation ................................................................................. 24

9.5 Methods for Acquiring Test Samples ................................................................................................. 25
  9.5.1 Random Sample Selection ......................................................................................................... 25
  9.5.2 Test Sample Selection from Scheduled Production Model or Stock Lists .................................... 25
  9.5.3 Purchase Test Sample from Wholesaler, Distributor, or Contractor ......................................... 25
  9.5.4 Build-To-Specifications Test Sample Selection ......................................................................... 25
  9.5.5 Random Component Test Sample Selection ............................................................................ 25

9.6 Required Timeframe to Present Samples for Selection ...................................................................... 25

9.7 Number of Test Samples Selected .................................................................................................... 26
  9.7.1 Test Sample Selection in Double Selection, Probation, or Penalty Mode .................................... 26
  9.7.2 Two Sample Supply Option ...................................................................................................... 26

9.8 Shipment of Test Samples to the Laboratory .................................................................................... 26
  9.8.1 Preparation of Test Samples for Shipment to the Laboratory ..................................................... 26
    9.8.1.1 Participant’s Required Equipment Provision ....................................................................... 26
  9.8.2 Deadline for the Lab to Receive the Test Sample .......................................................................... 27

9.9 Laboratory Receipt and Check-In of Test Samples ........................................................................... 27
  9.9.1 Wrong Test Sample Shipped to Laboratory ............................................................................... 27
  9.9.2 Suspected Sample Tampering .................................................................................................... 27
  9.9.3 Shipment Damage ..................................................................................................................... 27

9.10 Presence of Applicant/Participant Personnel at the Laboratory ....................................................... 27

9.11 Laboratory’s Handling of Samples .................................................................................................... 28
  9.11.1 Repairs and Adjustments Prior to Testing .................................................................................. 28
    9.11.1.1 Test Sample Refrigerant Charge .................................................................................... 28
    9.11.1.2 Fan Speed ........................................................................................................................ 28
  9.11.2 Adjustments during Testing ....................................................................................................... 28
  9.11.3 Completion of Testing ............................................................................................................... 28

9.12 Witness Testing .................................................................................................................................. 29
  9.12.1 Preparing for a Witness Test ..................................................................................................... 29
  9.12.2 AHRI-Approved Test Stand (Facility) ..................................................................................... 29
    9.12.2.1 Qualification of Participant Test Stands .............................................................................. 29
  9.12.3 Facility Malfunction .................................................................................................................. 29
  9.12.4 Inoperable Witness Test Sample .............................................................................................. 30
  9.12.5 Witness Test Policies and Procedures ..................................................................................... 30

9.13 Inoperable Sample (Laboratory Test) ............................................................................................... 30
10. **Challenge Tests** .................................................................................. 46

10.1 What May be Challenged ........................................................................ 46
10.2 Challenge Mediation .............................................................................. 46
10.3 Challenging an AHRI Certified Model ................................................. 46
   10.3.1 Procedure for Initiating a Challenge ............................................ 46
   10.3.2 Obtaining Equipment for a Challenge Test ................................. 46
   10.3.3 Administering Challenge Tests for Witness Test Programs .......... 47
### 10. Disposition of Tested Samples

| 10.4 | Challenging a Non-AHRI Certified Unit | 47 |
| 10.4.1 | Procedure for Initiating a Challenge of a Non-Certified Model | 47 |
| 10.4.2 | Obtaining Equipment for a Challenge Test | 48 |
| 10.4.3 | Testing and Handling of Challenged Sample | 48 |
| 10.4.4 | Test Failure of Challenged Sample | 48 |
| 10.4.5 | Notification of Test Results/Information Regarding Challenge | 48 |
| 10.4.6 | Publication and Use of Test Results | 48 |
| 10.4.7 | Non-Certified Unit Challenge Test Fees | 48 |

### 11. AHRI Directory of Certified Product Performance

| 11.1 | Purpose of Directory | 49 |
| 11.2 | Maintenance of Directory Data | 49 |
| 11.3 | PBM Directory Listings | 49 |
| 11.4 | Model Status | 49 |
| 11.4.1 | Active | 49 |
| 11.4.2 | Discontinued | 49 |
| 11.4.3 | Obsolete | 49 |
| 11.4.4 | Archive | 50 |
| 11.5 | Proper Display of Participant Selection Rating Catalog/Software in the Directory | 50 |
| 11.6 | Directory Display of Ratings Following Test Failure | 50 |
| 11.7 | Data Locks | 50 |
| 11.8 | AHRI Removal of Directory Data | 51 |
| 11.9 | Assignment of Directory User Names/Passwords | 51 |
| 11.10 | Technical Assistance for Directory Usage | 51 |

### 12. Assessment and Payment of Certification Fees

| 12.1 | Fees Collected by AHRI | 51 |
| 12.2 | Additional Fees | 51 |
| 12.3 | Schedule of Certification Fees | 52 |
| 12.4 | Payment Deadlines | 52 |
| 12.4.1 | Payment of Annual Licensing and Participation Fees – For Participants | 52 |
| 12.5 | Explanation of Licensing Fee | 52 |
| 12.5.1 | Reporting Certified Product Sales Volumes | 52 |
| 12.5.1.1 | Failure to Report Certified Product Sales Volumes | 52 |
| 12.6 | Explanation of Participation Fee | 52 |
| 12.7 | Voluntary Withdrawal or Termination from the Program | 52 |
| 12.8 | Dissolution of a Program | 53 |
| 12.9 | Questions Regarding Invoices or Certification Fees | 53 |

### 13. Participant Contacts

| 13.1 | Maintenance of Contacts | 53 |
| 13.1.1 | Method for Declaring/Updating Contacts | 53 |

### 14. Issuance of Violations and/or Termination

| 14.1 | Program Violation | 55 |
14.1.1 Program Violation Letter................................................................. 55
14.1.2 Participant Response to Program Violation................................. 55
  14.1.2.1 AHRI Review of Corrective Action........................................ 55
14.1.3 Accumulation of Program Violations........................................ 56

14.2 Program Termination........................................................................ 56
  14.2.1 Voluntary Termination............................................................ 56
  14.2.2 Termination by AHRI............................................................... 56
  14.2.3 Reinstatement Following Program Termination or Resignation..... 56
    14.2.3.1 Waiting Period for Reinstatement.................................... 57
    14.2.3.1.1 Exception for PBMs Waiting Period for Reinstatement..... 57

15. Program Hierarchy, Communications, Disputes, Complaints, and the Appeals Process ...... 57
  15.1 Program Hierarchy and Responsibility ......................................... 57
    15.1.1 AHRI Vice President, Certification Programs.......................... 57
    15.1.2 Certification Programs and Policies (CP&P) Committee.......... 57
    15.1.3 Executive Committee.......................................................... 57
    15.1.4 AHRI Board of Directors..................................................... 57
  15.2 Accrediting Body........................................................................... 57
  15.3 Communication between Parties..................................................... 57
  15.4 Registering Comments, Disputes, and Complaints......................... 58
  15.5 Appealing an AHRI Decision/Program Violation/Termination......... 58
    15.5.1 Appeals Requirement............................................................. 58
    15.5.2 Appeal Review by AHRI Vice President, Certification Programs 58
    15.5.3 Appeal Hearings...................................................................... 59
      15.5.3.1 Preparation for an Appeal Hearing.................................. 59
      15.5.3.2 Appeal Hearing Location and Participants......................... 59
      15.5.3.3 Appeal Hearing Voting Requirements................................ 59
    15.5.4 Directory Listings during the Appeals Process......................... 59
  15.6 Antitrust Laws and Confidentiality................................................ 59

16. Environmental Protection Agency (EPA) ENERGY STAR® Testing Requirements............... 60
  16.1 AHRI and ENERGY STAR®............................................................ 60
  16.2 ENERGY STAR® Product Qualification......................................... 60
  16.3 ENERGY STAR® Laboratory Requirements.................................... 60
  16.4 ENERGY STAR® Annual Testing Requirements............................. 60
  16.5 ENERGY STAR® Test Sample Sizes, and Determination of Test Failures........... 60
    16.5.1 ENERGY STAR® Test Procedure for Single Test
      Sample Approach........................................................................... 61
    16.5.1.1 Failure for ENERGY STAR®............................................ 61
    16.5.2 ENERGY STAR® Test Procedure for Multiple Test
      Sample Approach........................................................................... 61
    16.5.2.1 Test Failure for Multiple Test Sample Approach.................. 61
  16.6 Fees for using AHRI as the Participant’s ENERGY STAR® CB............ 61
    16.6.1 Test Fees............................................................................... 61
    16.6.2 Participant Laboratory Approval Fees...................................... 61

Figures
  Figure 1 Certification Program Qualification Process for OEM Applicants........... 11
  Figure 2 Certification Program Qualification Process for PBM Applicants........ 14
  Figure 3 First Sample Selection/Testing/Decision Process.......................... 37
  Figure 4 Second Sample Selection/Testing/Decision Process......................... 38
  Figure 5 ENERGY STAR® Single Test Approach Process............................ 62
Tables
Table 1  AHRI Certification Program Requirements and Privileges ................................................. 3
Table 2  List of AHRI Certification Program Governing Documents ........................................... 15
Table 3  Examples of Certify-All Policy ...................................................................................... 18
Table 4  Actions for Mandatory Marketing Material Corrections .................................................. 19
Table 5  Example Calculation of Annual Testing Requirement ................................................... 22
Table 6  Criteria for Probation and Penalty Mode Placement ....................................................... 39
Table 7  First Example of Probation/Penalty Mode Implementation .............................................. 43
Table 8  Second Example of Probation/Penalty Mode Implementation .......................................... 44
Table 9  Directory Display of Re-Rates Following Test Failure .................................................... 50
Table 10 Program Participant Contacts ....................................................................................... 54
Table 11 Program Violation Tier Types and Examples .................................................................. 55
Table 12  Consequences of Program Violation Accumulation....................................................... 56
Introduction

**Definition of AHRI Product Performance Certification Program.** The AHRI Product Performance Certification Program is a voluntary program, administered and governed by AHRI, which ensures that various types of heating, ventilation, air conditioning, refrigeration and water heating products perform according to manufacturers’ published claims. Products that are certified through the AHRI Product Performance Certification Program are continuously tested, at the direction of AHRI, by an Independent Third-party Laboratory Contracted by AHRI (Laboratory) to determine the product’s ability to conform to one or more product rating standards or specifications.

“AHRI Product Performance Certification Program” and “AHRI Certification Program” are general terms that refer to the individual certification programs offered by AHRI which are specific to a particular product or group of products.

**Purpose of the AHRI Product Performance Certification Program.** The purpose of the AHRI Product Performance Certification Program is to:

- Assure buyers that manufacturers produce products with consistently valid ratings thus enhancing buyer confidence in the performance of participating manufacturers’ products and discouraging the marketing of products with invalid ratings;
- Encourage fair competition in the market;
- Maintain industry-driven certification;
- Facilitate compliance to various state and federal efficiency regulations;
- Serve as an accredited Certification Body (CB) to Participants for compliance with ENERGY STAR® Qualification;
- Facilitate applicable tax credits and rebates; and
- Meet verification and reporting requirements driven by state and federal government regulations.

**Credibility of the AHRI Product Performance Certification Program.** In addition to having over 50 years of experience certifying the performance of HVACR and water heating products, the AHRI Product Performance Certification Program is accredited through the Standards Council of Canada (SCC) to ISO Guide 65 – General requirements for bodies operating certification programs.

**Benefits of AHRI Product Performance Certification.** The AHRI Product Performance Certification Program is beneficial to manufacturers of HVACR and water heating equipment, the industry as a whole, and to consumers and regulatory authorities. AHRI Product Performance Certification:

- Is recognized throughout the world;
- Provides consumers with a reliable apples-to-apples comparison of equipment they are considering purchasing;
- Increases consumer confidence – independent testing verifies that the product shall perform as the manufacturer claims;
- Provides a level playing field for manufacturers – competing products are tested and rated to the same standard or specification;
- Provides the basis for private business and government cooperation – many AHRI certified products are regulated by the government, and AHRI certification may facilitate compliance to minimum efficiency standards, including some set by foreign governments;
- Facilitates compliance with EPA’s ENERGY STAR® verification and reporting requirements; and
- Maintains integrity in the HVACR industry.
Differences between AHRI Membership and AHRI Certification Program Participation. AHRI is a trade association that administers certification programs. If a manufacturer is a member of AHRI, the manufacturer can represent itself as an AHRI member. Manufacturers that participate in the AHRI Certification Program are referred to as AHRI Certification Program Participants. While many certification program Participants also enjoy AHRI membership, membership in AHRI is not a requirement for participation in the AHRI Certification Program.

AHRI members who participate in the AHRI Certification Program do receive some benefits and opportunities that are not available to non-members. Benefits and opportunities for manufacturers who are both AHRI members and AHRI Certification Program Participants include:

- a reduced licensing fee rate;
- participation and voting rights in the certification program’s compliance committee;
- participation and voting rights in the AHRI product section overseeing the certification program; and
- potential to be elected to serve on committees that are responsible for the management of the AHRI Certification Program including the Certification Programs and Policies (CP&P) Committee.

Product-Specific Certification Programs Offered. Visit the AHRI website, www.ahrinet.org, to view a list of certification programs currently offered. A product is eligible for AHRI Product Performance Certification if the product meets the program scope defined in the applicable Product-Specific Operations Manual and the Applicant meets the eligibility requirements outlined in Section 2 of the General Operations Manual.

Some AHRI certified products are subject to government regulation. Participation in the AHRI Certification Program does not necessarily satisfy a program Participant’s obligation to abide by government regulations.
1. Overview of AHRI Certification Program Requirements and Privileges

The following is a general overview of the requirements and privileges of an AHRI Certification Program Participant. It is not inclusive of all specific requirements and privileges required of, or granted to, a program Participant.

<table>
<thead>
<tr>
<th>Requirement/Privilege</th>
<th>General Description</th>
</tr>
</thead>
</table>
| Qualify for entrance into the certification program | - Meet program eligibility requirements;  
- Complete the Application for AHRI Certification, including providing sales volume information and product data;  
- Execute the applicable agreements with AHRI which obliges the Participant to observe all clauses of the certification program. The Governing Documents, including the AHRI General Operations Manual, the relevant standard, the Product-Specific Operations Manuals, the Certification Agreements, and the AHRI Performance Certified Brand Usage Manual, collectively explain the rating/testing requirements and the operations and policies of the AHRI Certification Program;  
- Pay applicable fees to cover licensing costs and all costs associated with qualification testing; and  
- Successfully pass all qualification tests. |
| Execute agreements with AHRI every 5 years (Certification Agreement – OEM; Certification Agreement – PBM) | - Maintain program eligibility requirements;  
- Agree to observe the program’s Governing Documents in exchange for being able to claim product certification and use the AHRI Certification Mark. Failure to observe the Governing Documents shall be grounds for program violation(s) and potential termination from the Program;  
- Agree to rate certified products in accordance with the applicable rating standard; and  
- Pay all invoices which cover costs associated with licensing and testing. |
| Agree to certify all products that fall within the scope and Intended Market of the certification program (unless an exception has been granted by the CP&P Committee) | - To promote market trust in the ratings of AHRI certified equipment and to avoid marketplace confusion, Participants are generally not permitted to pick-and-choose which products to certify; program Participants are required to observe the Certify-All Policy. |
### Submit to product testing to verify performance claimed by the Participant

- Each year, AHRI shall test at least 20% of each OEM Participant's certified Basic Models or Basic Model Group(s) (BMG);
- Products that are unable to meet the requirements of the applicable rating standard are subject to mandatory re-rates or shall be made obsolete, meaning they may no longer be manufactured or sold;
- Products that fall below the minimum state or federal efficiency requirements shall be removed from the AHRI Directory of Certified Product Performance (Directory) and the government agency shall be notified;
- Participants with high test failure rates are subject to additional requirements, testing, and monetary penalties;
- Submit to challenge tests if initiated by other program Participants; and
- Submit to discretionary tests if requested by AHRI.

### Maintain all certified product data in the AHRI Directory of Certified Product Performance (www.ahridirectory.org)

- The Directory is a publicly-accessible online database for viewing AHRI certified ratings and downloading certificates of certification;
- Directory data is used by AHRI to compile reports for some legislative, regulatory, and/or utility agencies;
- AHRI certified data that is displayed for the Participant’s product are required to match the data displayed in the Directory;
- AHRI utilizes the Directory to perform field-requested certified rating verifications; and
- Failure to maintain accurate product data in the Directory shall be grounds for program violation(s).

### AHRI is recognized by EPA as a Certifying Body (CB) for participation in the ENERGY STAR® program

- For program Participants who elect AHRI as their CB for participation in the ENERGY STAR® program, AHRI shall provide the EPA with applicable product data from the Directory, and test data, to meet the Participant’s ENERGY STAR® verification and reporting requirements.

### Proper use of the AHRI Certification Mark and claims to certification

- Following AHRI Brand Usage Manual guidelines for using the AHRI Certification Mark and making claims to certification;
- Certified equipment is required to carry the AHRI Certification Mark; and
- When AHRI certified ratings are displayed by the Participant, the ratings are required to note they are certified in accordance with the Applicable Rating Standard.

### Challenge the ratings of other manufacturers

- Program Participants may initiate challenges against other program Participants or manufacturers not in the Program; and
- Challenges are mediated by AHRI in accordance with the certification program governing documents and substantiated through product testing.

### 2. Program Eligibility

2.1 **Determining Program Eligibility.** Any corporate entity, domestic or international, that is an Original Equipment Manufacturer (OEM) or Private Brand Marketer (PBM) of a production model(s) that falls within the scope of the certification program is eligible to have its product(s) receive AHRI certification. The scope of a certification program can be found in Section 1 of the Product-Specific Operations Manual.

2.1.1 **Definition of Corporate Entity.** A body capable of bearing its own legal rights, privileges, and liabilities that is recognized by a governmental entity.

2.1.2 **Definition of Original Equipment Manufacturer (OEM).** A corporate entity that manufactures equipment that falls within the scope of a certification program.
2.1.3 **Definition of Private Brand Marketer (PBM).** A corporate entity (capable of bearing legal rights and obligations) that markets equipment manufactured by a different corporate entity (an OEM) under one or more brand/trade names.

2.1.4 **Definition of Production Model.** A “production model” is a model for which a manufacturer regularly publishes data, catalogs, specification sheets, or marketing materials and which is intended for regular production or sale. A product that is not marketed or solicited for sale, yet is produced as a one-of-a-kind item at the request of a customer, is not considered a production model and is thus ineligible for certification.

2.2 **Definition of Brand/Trade Name.** The name a product, or group of products, is traded under for commercial purposes. Brand names and trade names shall be linked to an OEM or PBM in the Certification Agreement. The Corporate Entity shall provide proof of legal ownership of the trade and brand names listed in the Certification Agreement. For Corporate Entities that do not have legal ownership of a trade or brand name, they shall provide written documentation from the Corporate Entity with legal ownership.

2.3 **Eligibility of PBMs that Purchase Non-Certified Equipment.** A PBM that purchases equipment not certified by the OEM is still eligible to join the certification program. However, in such a situation, the PBM shall have its equipment certified under the procedures established for an OEM Applicant and, if accepted into the program, shall be considered an OEM Participant.

2.4 **Participation in Multiple Certification Programs.** Corporations often manufacture and/or sell a variety of products which can be AHRI certified. A corporation is eligible to participate in multiple AHRI certification programs. However, eligibility for one (1) program does not grant automatic eligibility or admission into another. Eligibility and qualification shall be determined, and applicable fees assessed, for each program.

2.5 **Acquisition of, or Merger with, an AHRI Certification Program Participant.** Certification program Participants acquired by, or merging with, another company may continue certification of the products that are already certified. The new company shall notify AHRI in writing, as soon as possible after the acquisition, of their intent to continue or rescind certification. The new company shall sign new Certification Agreements with AHRI, continue making all necessary certification program payments, and continue with all requirements noted in the AHRI General Operations Manual and Product-Specific Operations Manual. The new company shall be responsible for paying any outstanding invoices owed by the previous company and any existing program violations received by the acquired company prior to the merger or acquisition shall be transferred to the new company. If the new company is going to change the technology of the products currently certified, and/or is going to introduce new products that are not already AHRI certified, such product(s) shall undergo qualification.

If one (1) or both of the previous companies entered a disciplinary mode as a Consequence of Improper Ratings, or held program violations on the date of the acquisition or merger, the new company shall assume the responsibility such mode or violation entails. If both companies entered a disciplinary mode at the time of acquisition or merger, the new company shall assume the most severe disciplinary mode held. In the case where both companies held program violations at the time of acquisition of merger, the new company shall assume the greater number of program violations held. Any inherited program violations shall be removed from the new company’s record five (5) calendar years after they were issued to the previous company.

**EXAMPLE:** Company A and Company B merged to form Company C. At the time of merger, Company A is in Double Selection Mode and has one (1) program violation. At the time of merger, Company B is in Probation Mode and has three (3) program violations issued respectively on April 1, 2010, September 21, 2011, and March 15, 2013. Company C enters the program in Probation Mode with three (3) program violations. The respective violations shall be removed from Company C’s record on April 2, 2015, September 22, 2016, and March 16, 2018.
3. General Notes about the Qualification Process

3.1 Program Applicant. A program Applicant is a Corporate Entity that has applied for entrance, but has not yet completed the requirements of acceptance, into the AHRI Certification Program. The Applicant shall receive written notification from AHRI following the successful completion of the qualification process. At that time, the Applicant shall be considered a program Participant and granted the rights and privileges held by program Participants.

3.2 Length of Qualification Process. The length of the qualification process is dependent upon how quickly paperwork can be completed and exchanged between AHRI and the Applicant, type of product, availability of equipment for testing, test scheduling and conduction, and payment of invoices. AHRI makes every effort to accommodate qualification tests quickly. Applicants who understand the certification process and are diligent in completing necessary paperwork, providing equipment, and paying invoices can typically complete the process within a few months.

3.3 Establishing Product Ratings Prior to Seeking Certification. The Applicant shall have established product performance ratings for all products to be certified prior to applying for entrance into the certification program. When submitting the Certification Application Package, the Applicant shall submit one (1) test report for each basic model/BMG in accordance with Section 9.16.

3.4 Claiming Certification during Qualification Process. At no time during the qualification process is an Applicant to imply or claim certification. Certification may not be claimed until the Applicant successfully completes the qualification process and AHRI sends the Applicant written notification that the subject product(s) have been granted AHRI certification.

3.5 Compliance with Sample Selection and Presentation Procedures. Unless otherwise noted, Applicants subject to qualification testing shall comply with Sections 9.4, 9.5, 9.6, 9.7, 9.8 and 9.9 of this manual in the selection and presentation of test samples.

3.6 Applicant Invoice Payment. Failure to provide payment within 30 calendar days of invoice date shall result in the cancellation of application and discontinuation of the qualification process. AHRI shall not perform testing, or any function related to testing, without first receiving payment.

3.7 Applicant Manufacturer’s Decision Forms. In the event of a test failure, AHRI shall send the Applicant a manufacturer’s decision form (MDF). The Applicant has seven (7) calendar days to return the completed decision form to AHRI indicating the Applicant’s elected course of action in response to the test failure. Failure to return the MDF in this timeframe shall result in automatic re-rating of the Basic Model or BMG in accordance with Section 9.14.2.4.2. For programs where re-rate is not an option, the Applicant may be required to submit to more testing or the Applicant’s request for certification may be denied and the qualification process terminated.

3.8 Changes to Program Scope or Governing Documents during the Qualification Process. AHRI shall notify the Applicant of any changes to the certification program scope or Governing Documents that are implemented during the Applicant’s qualification process. The Applicant is expected to comply with these changes. If the Applicant decides for any reason it cannot comply, the Applicant shall voluntarily terminate its application to the program.

Prior to commencing the qualification process, AHRI shall make every effort to notify an Applicant of any expected program changes.

3.9 Termination of the Qualification Process.

3.9.1 Voluntary Termination of Application. The Applicant may request to terminate its application, in writing, any time during the qualification process. In such cases, any agreements signed by the Applicant and AHRI shall be void. Any payments paid by the Applicant, up to the
time of termination, are non-refundable. If the Applicant seeks AHRI certification in the future, the qualification process shall start from the beginning.

3.9.2 **AHRI Termination of Application.** AHRI reserves the right to terminate the qualification process of any Applicant who does not provide:

- Required payment, paperwork, data, and/or equipment within the required timeframes;
- Make false claims to certification prior to official notification; or
- Does not successfully complete qualification testing requirements.

AHRI shall notify the Applicant, in writing, of such termination of application. In such cases, all agreements signed shall be void. Any payments made to AHRI by the Applicant, up to the date of termination, are non-refundable. If the Applicant seeks AHRI certification in the future, the qualification process shall start from the beginning.

3.9.3 **AHRI Termination of Application Due to Program Cancellation.** In the event AHRI cancels a certification program while an Applicant is in the midst of the qualification process, AHRI shall notify the Applicant in writing and refund any participation fees paid that have yet to be applied to unperformed tests, and refund any licensing fees paid. Any agreements signed shall become void. If the program is ever reinstated by AHRI and the Applicant wishes to join the program, the qualification process shall start from the beginning.

4. **Qualification Process for OEM Applicant**

**STEP 4.1 Certification Application Package.** The Applicant shall submit the following completed documents for each program of interest:

- Application for AHRI Certification;
- AHRI Annual Sales Volume Form;
- Product-specific data submittal sheets (in Product-Specific Operations Manual); and
- One test report, in accordance with Section 9.16, for every BMG or Basic Model subject to certification.

Also required for some programs (*as applicable)*:

- Witness Test Facility Approval documents (found in Product-Specific Operations Manual of programs that support witness testing);
- Selection Rating Software programs/catalogs (refer to Section 9.4.3.1);
- An Applicant requesting AHRI to submit data to regulatory organizations (e.g. California Energy Commission [CEC], US Department of Energy [DOE], Federal Trade Commission [FTC], Natural Resources Canada [NRCan]) shall submit third-party authorization, compliance forms and other necessary information; and
- Additional information may be needed to meet ENERGY STAR® program requirements.

All forms and data sheets can be obtained from AHRI. Any questions regarding the Certification Application Package should be addressed to AHRI. The Certification Application Package shall be returned to AHRI within 60 calendar days of being sent to the Applicant, otherwise the qualification process shall be discontinued.
STEP 4.2 **Processing Application Package**

STEP 4.2.1 **Performance Certification Agreement for Original Equipment Manufacturer (OEM Agreement).** Upon review and acceptance of the application package, AHRI shall send the Certification Agreement to the Applicant. The Applicant shall complete and return the Certification Agreement to AHRI within 60 calendar days of issuance to proceed with the qualification process. It is acceptable to sign the documents with electronic signatures.

If the Agreement is not returned to AHRI within 60 calendar days of issuance, the program application shall be cancelled and the qualification process shall be discontinued.

STEP 4.2.2 **Participation and Licensing Fee Invoice.** AHRI shall send an invoice for the costs of the qualification tests (Participation Fee) and Licensing Fees (determined by the Applicant's reported Annual Sales Volume) to the Applicant's designated billing contact (copied to the designated AHRI Certification Program Compliance Officer).

STEP 4.3 **Selection and Qualification Testing.**

STEP 4.3.1 **Qualification Letter.** AHRI shall notify the Applicant, in writing, which models shall be subject to qualification test. This notification is referred to as the “selection letter.” The Applicant has 48 hours from the date of the selection letter (or as otherwise noted in the selection letter sent to the Applicant) to review and submit any comments or concerns regarding the selection. No changes to the selection may be made without AHRI approval.

STEP 4.3.2 **Laboratory Selection Process for Programs with Multiple Laboratories.** For programs having multiple Laboratories, AHRI shall select the Laboratory performing the test at its discretion. AHRI’s decision shall be based on several criteria including but not limited to Laboratory capacity and programs’ objectives. Any Second Sample or any additional sample tests shall be performed by the same Laboratory that performed the First Sample test, when possible. Laboratory selected for testing shall be final and shall not change regardless of the outcome of the test.

STEP 4.3.3 **Number of Qualification Tests.** Where no qualification test quantity is specified in the Product-Specific Operations Manual, the Applicant shall test the greater of the following:

- Test two (2) models; or
- The Annual Testing Requirement in Section 3 of the Product-Specific Operations Manual

If an Applicant uses AHRI as its Certifying Body (CB) for participation in the ENERGY STAR® program, at least 10% of the Basic Models/BMGs that include ENERGY STAR® models shall be tested.

STEP 4.3.3.1 **Introduction of New Basic Models or BMGs.** Applicants who chose to introduce new Basic Models or BMGs within the first year following qualification may be subject to additional testing.

STEP 4.3.3.2 **Additional Testing.** AHRI may require additional testing at its discretion.
STEP 4.3.4  Preparing Qualification Test Samples. Applicants shall comply with Sections 9.4, 9.5, 9.6, 9.7, 9.8, and 9.9 of this manual. Failure to comply shall result in the cancellation of the program application.

For witness test programs, the Applicant shall have the selected samples and be prepared to test the samples at the AHRI approved facility on the mutually agreed upon date. Test facility inspections can be conducted in conjunction with Qualification Testing. Refer to Section 9.12.

STEP 4.3.5  Shipment Damage. In case of observed shipment damage by the Laboratory, shipment damage documentation and a shipment damage form shall be sent to the Applicant by the Laboratory prior to testing the sample. The Applicant may choose to have the Laboratory attempt to repair the sample prior to testing or produce new samples for selection with approval from AHRI. The Applicant shall inform AHRI of its decision within 24 hours of receiving the damage notification.

For an Applicant’s first sample, failure to notify AHRI within 72 hours of receiving the damage notification form of its decision shall result in the termination of the application process.

For a Second Sample, failure to notify AHRI within 24 hours of receiving the damage notification shall result in the forfeiture of further testing opportunities and the Basic Model/BMG shall be re-rated to the failed First Sample test’s results in accordance with Section 9.14.2.4.2.

If the Applicant chooses to have the Laboratory repair the unit, the Applicant may not claim improper handling or installation by the Laboratory. The Laboratory reserves the right to invoice the Applicant directly for any repair work requested by the Participant.

STEP 4.4  Qualification Testing. All Qualification Tests shall pass, or re-rates of the data in accordance with the test results shall be accepted, to move onto the next step of the qualification process. AHRI shall follow the process for Annual Tests, as noted in Section 9, unless otherwise specified. The Applicant shall receive a copy of the test report.

STEP 4.4.1  Successful Completion of All Qualification Tests. If all qualification tests pass, proceed to STEP 4.5.

STEP 4.4.2  First Sample Qualification Test Failure. Unless otherwise noted in the Product-Specific Operations Manual, following first-sample qualification failure, the Applicant shall choose to:

- Claim the sample defective, as described in Section 9.14.2.4.1;
- Re-rate the Basic Model or all models within the failed sample’s BMG proportionate to the failed test’s results in accordance with Section 9.14.2.4.2. If this option is chosen, AHRI shall select and test additional untested Basic Models or BMGs until the required number of qualification tests pass or the Applicant shall re-rate all untested Basic Models or BMGs per Section 9.14.2.4.2. The re-rated data shall be reflected in all the Applicant’s printed literature, specifications, and software;
- Test second sample of the same model, as described in Section 9.14.2.4.3;
- Exercise other option(s) which may be available per the Product-Specific Operations Manual; or
- Terminate the application process.
The Applicant shall communicate its elected option to AHRI via Manufacturer’s Decision Form in accordance with Section 3.7.

STEP 4.4.3 Second Sample Qualification Test Failure. Unless otherwise noted in the Program-Specific Operations Manual, following second-sample qualification failure, the Applicant shall choose to:

- Claim the sample Defective, as described in Section 9.14.2.4.1;
- If permitted in the Product-Specific Operations Manual, re-rate Basic Model or all models within the failed sample’s BMG in accordance with Section 9.14.2.4.2. If this option is chosen, AHRI shall select and test additional untested Basic Models or BMGs until the required number of qualification tests pass or the Applicant shall re-rate all untested Basic Models or BMGs in accordance with Section 9.14.2.4.2. The re-rated data shall be reflected in all the Applicant’s printed literature, specifications, and software;
- Exercise other option(s) which may be available per the Product-Specific Operations Manual; or
- Terminate the qualification process.

The Applicant shall communicate its elected option to AHRI via Manufacturer’s Decision Form in accordance with Section 3.7.

STEP 4.5 Welcome to the Program. After all steps have been completed and invoices paid, the Applicant shall be sent a welcome letter granting rights to use the AHRI Certification Mark and the Applicant’s certified products shall be listed in the AHRI Directory of Certified Product Performance (Directory).
FIGURE 1. CERTIFICATION PROGRAM QUALIFICATION PROCESS FOR OEM APPLICANTS

1. Applicant contacts AHRI to begin certification process

2. AHRI sends Applicant the Application for AHRI Certification

3. Applicant returns completed application package within 60 calendar days of AHRI sending the Applicant the Application for AHRI Certification

   - Received by AHRI by deadline
   - Not received by AHRI by deadline

   3a. AHRI reviews Applicant’s submitted information

      - Accepted
      - Not accepted

      3a.1. AHRI sends Applicant:
         - the Performance Certification Agreement for Original Equipment Manufacturer (OEM)
         - invoice for Program Year’s Participation and Licensing Fees

      3a.2. AHRI contacts Applicant to discuss and make recommendations for proper completion of application package

      3a.3. Applicant makes required corrections, if required, and resubmits to AHRI

     3b. Applicant returns signed Certification Agreement for OEM within 60 calendar days of issuance date

     3c. Applicant submits payment to AHRI within 30 calendar days of invoice date

     3d. AHRI sends the Applicant a selection notice of which models/BMGs are subject to testing

     3e. Applicant presents units for selection within 14 calendar days of selection notice, OR by other deadline established in product-specific operations manual

     3f. QUALIFICATION TESTING (refer to Section 9 of General OM and product-specific operations manual for details and process for completion)

        - All qualification tests completed or re-rates accepted by Applicant

     3g. WELCOME TO THE PROGRAM! You are now a certification program Participant and hold all the rights, privileges, and responsibilities of a program Participant.

        3g.1. APPLICATION CANCELLED. Qualification processed ended and certification not granted.

        3g.2. Applicant does not submit corrections to application package

        3g.3. The signed Agreement and/or payment not received by deadlines

        3g.4. Signed Agreement AND payment received by deadlines

        3g.5. Samples not presented by deadline

        3g.6. Qualification testing not completed or re-rates not accepted by Applicant
5. Qualification Process for a PBM Applicant

STEP 5.1 Certification Application Package. The Applicant shall submit the following completed documents for each program of interest:

- Application for AHRI Certification; and
- Product-specific data submittal sheets noting PBM/OEM equipment match-ups.

Also required for some programs (as applicable):

- Selection software programs (in lieu of paper catalog);
- An Applicant requesting AHRI to submit data to regulatory organizations (e.g. California Energy Commission [CEC], US Department of Energy [DOE], Federal Trade Commission [FTC], Natural Resources Canada [NRCan]) shall submit third-party authorization, compliance forms and other necessary information; and
- Additional information may be needed to meet ENERGY STAR® program requirements.

All forms and data sheets can be obtained from AHRI. Any questions regarding the Certification Application Package should be addressed to AHRI. It is permissible to return the Certification Application Package electronically. The Certification Application Package shall be returned to AHRI within sixty (60) calendar days of being sent to the Applicant, otherwise the qualification process shall be discontinued.

STEP 5.2 Processing Application Package

STEP 5.2.1 Performance Certification Agreement for Private Brand Marketer (PBM Agreement). Upon review and acceptance of the application package, AHRI shall send the PBM Agreement to the Applicant. The Applicant shall complete and return the PBM Agreement to AHRI within 60 calendar days of issuance to proceed with the qualification process. It is acceptable to sign the documents with electronic signatures and to return all agreements and forms to AHRI.

If the agreements are not returned to AHRI within 60 calendar days of issuance the qualification process shall be discontinued.

STEP 5.2.2 OEM Agreement on Behalf of the PBM Applicant. If the PBM's products are already being tested and certified by a participating OEM, PBM Applicants shall not be required to undergo testing of their products. The OEM Applicant that provides equipment to the PBM shall acknowledge its relationship with the PBM by executing the OEM Agreement Appendix C.

AHRI shall send the OEM the OEM Agreement Appendix C. (If the OEM is not currently a Participant in the AHRI Certification Program, the OEM shall be required to follow all the steps listed above for an OEM Applicant. The PBM’s acceptance in the program shall not occur until the OEM meets all of the requirements for admittance and participation.) The OEM shall sign and return the agreement to AHRI within 60 calendar days of issuance. It is acceptable to sign the agreement with electronic signatures and to return the agreement to AHRI.

If the OEM does not return the OEM Agreement to AHRI within 60 calendar days of issuance, the PBM’s program application shall be cancelled and the qualification process discontinued.

STEP 5.2.3 Licensing Fee Invoice. AHRI shall send an invoice for the costs of licensing fees to the Applicant’s designated billing contact (copied to the designated AHRI Certification Program Compliance Officer).
STEP 5.3  *Welcome to the Program.* After all steps have been completed and invoices paid, the Applicant shall be sent a welcome letter granting rights to use the AHRI Certification Mark and the Applicant’s certified products shall be listed in the Directory. The listings shall reflect the ratings associated with the corresponding OEM product. If the OEM product is removed, the corresponding PBM product shall also be removed. PBM Applicants shall not have access to change product ratings.
FIGURE 2. CERTIFICATION PROGRAM QUALIFICATION PROCESS FOR PBM APPLICANTS

Applicant contacts AHRI to begin certification process

AHRI sends Applicant the Application for AHRI Certification

Applicant returns completed application package **within 60 calendar days** of AHRI sending the applicant the Application for AHRI Certification

Received by AHRI by deadline

Not received by AHRI by deadline

AHRI reviews Applicant’s submitted information

Accepted

Not accepted

AHRI contacts Applicant to discuss and make recommendations for proper completion of application package

Applicant makes required corrections, if required, and resubmits to AHRI

PBM Applicant returns signed Agreement to AHRI **within 60 calendar days of issuance date**

PBM Applicant submits payment to AHRI **within 30 calendar days of invoice date**

Signed Agreements AND payment received by deadlines

Signed Agreements and/or payment not received by deadlines

AHRI sends PBM applicant:
- the Performance Certification License Agreement for Private Brand Manufacturer (PBM)
- Licensing Fee Invoice

AHRI sends corresponding OEM Participant:
- the OEM Participation Agreement on Behalf of the PBM Applicant

OEM returns signed Agreement to AHRI **within 60 calendar days of issuance date**

WELCOME TO THE PROGRAM! You are now a certification program Participant and hold all the rights, privileges, and responsibilities of a PBM program Participant.

APPLICATION CANCELLED. Qualification process ended and certification not granted.
6. Governing Documents of the AHRI Certification Program

6.1 Governing Documents. The governing documents of the AHRI Certification Program collectively explain the operations, obligations, and privileges of the program. Participants are required to abide by the provisions of all the governing documents. Failure to do so shall be grounds for a program violation and/or termination from the certification program.

<table>
<thead>
<tr>
<th>Governing Document</th>
<th>Purpose</th>
<th>Effective Term</th>
<th>How to Acquire Document</th>
<th>Responsible Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification Agreement (for OEM Participants)</td>
<td>These agreements describe legal requirements of participating in the certification program. It grants the Participant a non-exclusive license to claim AHRI certification and use the AHRI Certification Mark. The agreement obliges the OEM of certified products to submit to product testing.</td>
<td>Five (5) years. The agreement is void if the Participant voluntarily leaves, or is terminated from the program.</td>
<td>Contact AHRI</td>
<td>AHRI</td>
</tr>
<tr>
<td>- OR - Certification Agreements (for PBM Participants)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AHRI General Operations Manual</td>
<td>This manual describes the procedural and administrative requirements common to all AHRI Product Performance Certification Programs.</td>
<td>Until revised by AHRI</td>
<td><a href="http://www.ahrinet.org">www.ahrinet.org</a></td>
<td>AHRI Certification Programs and Policy (CP&amp;P) Committee</td>
</tr>
<tr>
<td>Product-Specific Operations Manual</td>
<td>This manual describes the procedural and administrative requirements, specific to an individual certification program. The Product-Specific manual prevails if the Product-Specific and general operations manual differ.</td>
<td>Until revised by AHRI</td>
<td><a href="http://www.ahrinet.org">www.ahrinet.org</a></td>
<td>AHRI Product Section (Each OM shall be approved by the CP&amp;P Committee before it becomes official)</td>
</tr>
<tr>
<td>Product Performance Rating Standard</td>
<td>The standard provides the technical requirements of rating and testing equipment and to which certified equipment shall be tested.</td>
<td>Until revised by the author of the standard. For most programs, AHRI is the author. For some programs the author may be DOE or another regulatory/standards-writing body.</td>
<td><a href="http://www.ahrinet.org">www.ahrinet.org</a> for all AHRI or ANSI/AHRI standards; or other author’s website</td>
<td>AHRI Product Section (AHRI and ANSI/AHRI standards only)</td>
</tr>
</tbody>
</table>

6.2 Amendment to Governing Documents. Any governing document may be amended at any time with notice from AHRI. Participants are expected to abide by all current governing documents.
7. Certify-All Policy

7.1 Certify-All Policy. OEM and PBM Participants are required to certify all products that:

- Fall within the Program Scope; AND
- Fall within the Intended Market of the certification program.

Program Applicants and Participants may not selectively choose which products to certify within the Intended Market. Any and all products that fall within the Program Scope AND which are sold within the program’s Intended Market are required to be certified. Failure to abide by the Certify-All Policy shall be grounds for a program violation.

Licensing fees shall be paid on all certified products.

7.1.1 Program Scope. The program scope defines the product(s) covered by each certification program. The program scope is listed in Section 1 of each Product-Specific Operations Manual.

7.1.1.1 Products that Fall Outside of the Program Scope. A product that is outside of the program scope, or to which the Applicable Rating Standard does not apply, is ineligible for AHRI performance certification.

7.1.1.2 Products Capable of Operating Outside of Program Scope. Some products fall under the scope of the certification program but are capable of operation in conditions outside of the program scope and/or Applicable Rating Standard. Such products are still required to be certified. However, the ratings of these products, when operated at conditions outside of the program scope and/or Applicable Rating Standard, are not certified. Refer to the AHRI Brand Usage Guide for instruction on how to properly use the AHRI Certification Mark and make claims to certification in such instances.

7.1.2 Intended Market. The Intended Market is the specific geographical region into which certified equipment is sold and/or marketed for sale.

The Intended Market of any AHRI Certification Program is either the U.S. and Canada or Global and is specifically defined in Section 1 of the Product-Specific Operations Manual. Unless explicitly noted in the Product-Specific Operations Manual, the U.S. and Canada is the Intended Market for an AHRI Certification Program.

7.1.2.1 U.S. and Canadian Intended Market. All products that fall under the program scope and are marketed and/or sold in the United States, United States Territories, and Canada are required to be certified.

7.1.2.1.1 Elective Certification of Products Marketed/Sold Outside the U.S. and Canadian Intended Market. Certification of the product marketed and/or sold outside of the Intended Market is optional. Licensing fees shall be paid on all certified products, regardless of where they are sold. If a Participant does not wish to carry certification of a model for use outside the Intended Market, this product shall carry a different model number from an existing AHRI model to avoid confusion.

7.1.2.2 Global Intended Market. All products that fall under the program scope and which are marketed and/or sold anywhere in the world are required to be certified.

7.1.3 Products Designated “For Export Only.” The AHRI Certification Programs and the Directory of comply with all applicable U.S. Federal and State minimum efficiency requirements. Models that fall below Federal and State minimum requirements that are specifically designated for sale outside of the US are permitted to be certified, sold, and listed in the “For Export Only” section.
of the Directory. If the models fall within the program scope and Intended Market, then such “For Export Only” models are required to be certified. Licensing fees shall be paid on all certified products, regardless of where they are sold.

7.1.4 *Exceptions to the Certify-All Policy.* Any exceptions to the Certify-All Policy can be found in Section 1 of the Product-Specific Operations Manual.

Deviation from the Certify-All policy is rarely granted. A Participant’s request for deviation shall be made in writing to the AHRI Vice President, Certification Programs for presentation to the CP&P Committee. The request shall demonstrate compelling reason for the deviation and is subject to CP&P Committee approval.
### TABLE 3. EXAMPLES OF CERTIFY-ALL POLICY

1. A Participant manufactures 25 product lines in a certification program with a U.S. and Canadian Intended Market. The Participant markets and sells 9 of the lines exclusively in the U.S. and Canada, 12 lines in both the U.S. and Canada and Asia, and 4 lines exclusively in Asia. Per program rules, the Participant is required to certify the 21 lines that are marketed and sold in the U.S. and Canada.

   The Participant has the option to certify some or all of the products marketed and sold in Asia. The Participant is required to include any certified products sold in Asia in its certified sales volume report.

   If the Participant does not wish to carry certification of a product sold in Asia that is sold in the US and Canada as a certified product, the Asian product shall carry a distinctively different model number to avoid market confusion.

   Had the program had a global Intended Market, all 25 product lines would have required certification.

2. A manufacturer would like to join a certification program with a US and Canadian Intended Market. The manufacturer offers 80 models that fall within the program’s scope, however all 80 models are marketed and sold outside of the US and Canada. Under program rules, the Applicant is able to choose which of the models it wants to certify; not all are required to be certified.

   Had the program had a global Intended Market, all 80 models would have required certification.

3. A Participant manufactures a product line that falls within the scope of a certification program with a U.S. and Canadian Intended Market. However, the model is not heavily marketed, doesn’t have a high sales volume, AHRI certification is not important to the consumers of the model, and only the Participant’s factory is able to generate product ratings. The Participant does not want to certify the custom product. However, because the model falls under the product scope and is sold in the US and Canada, it is required to be certified. Additionally, the Participant shall be required to provide product ratings, or a means for generating product ratings, to AHRI.

   Had the Participant opted NOT to market or solicit sale of this product in any format and a customer required it, this product is not a Production Model and exempt from certification. In this situation, the Participant could provide ratings to the customer, however, cannot claim certification.

4. A Participant manufactures a product that is capable of operating in multiple modes, not all of which fall under the scope of the certification program. The product is still required to be certified because it shall be operated at some conditions that fall under the program scope. The Participant shall explicitly state which operating modes/ratings are outside the scope of the program.

5. A company, wishing to join the certification program as a PBM, sells 8 product lines that fall within the scope of a certification program with a global Intended Market. The company does not manufacture any of the products, rather purchases them from 5 different OEM suppliers, one of which is not an AHRI Certification Program Participant. Since the program has a global Intended Market, the company wishing to join the program is required to carry certification for all 8 of the product lines. The company shall be designated a PBM Participant for the lines that are already AHRI certified by the OEM suppliers. However, the company wishing to join the program is required to act as an OEM Participant for the product line not certified by the OEM supplier.
8. Proper Use of the AHRI Certification Mark and Claims to Certification

8.1 Use of the AHRI Certification Mark, Certified Ratings, and Claims to Certification. Any product listed in the AHRI Directory of Certified Product Performance is required to carry the AHRI Certification Performance Mark.

All Marks, certified ratings, and claims to certification must be displayed in accordance with the AHRI Governing Documents.

8.1.1 Improper Use and Claims. Improper or unauthorized use of the AHRI Certification Mark, improper display of certified ratings, or false or improper claims to certification shall be grounds for a program violation and/or legal action.

Unauthorized claims should be reported to AHRI.

8.2 Issuing Corrections to Marketing Materials. Corrections to all advertisements, specifications, literature, software, websites, etc. shall be made whenever:

- A product is re-rated due to test failure, is made obsolete, or no longer certified; or
- AHRI requests corrective action in response to a marketing material program violation.

All corrections shall be made in accordance with Table 4.

<table>
<thead>
<tr>
<th>TABLE 4. ACTIONS FOR MANDATORY MARKETING MATERIAL CORRECTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Required Action</td>
</tr>
<tr>
<td>-----------------</td>
</tr>
<tr>
<td>Advise AHRI, in writing, of the steps being taken to correct all marketing materials</td>
</tr>
<tr>
<td>Withdraw all known marketing materials containing previous ratings or claims to certification</td>
</tr>
<tr>
<td>Provide AHRI with a copy of the draft public notification of corrections*</td>
</tr>
<tr>
<td>Provide AHRI with a copy of those parities to receive the notification and corrections*</td>
</tr>
<tr>
<td>Provide AHRI with corrected marketing materials, including equipment selection software*</td>
</tr>
<tr>
<td>Provide corrected materials to all distributors, dealers, and other affected parties</td>
</tr>
</tbody>
</table>

* AHRI shall give written-approval prior to dissemination to public. If not approved, AHRI shall advise the Participant on steps to make the correction satisfactory.

8.3 New Product Introductions and Claims to Certification. If performance ratings are not available for a new product that falls under the Program Scope and Intended Market, but the product has yet to be officially launched in the market and/or is not yet available for purchase, the Participant is required to:

- Notify AHRI prior to introducing the product to the marketplace.
- Provide AHRI with a means for generating product ratings (i.e. cataloged data, Selection Rating Software, or copies of each rating sheet provided to the field); and
- Properly display the AHRI Certification Mark and properly note AHRI certification where ratings are displayed.
Selection Rating Software for the new product is subject to Section 9.4.3.1. AHRI must approve the software before it can be used to generate ratings that shall be disseminated by the Participant.

At the time product marketing materials (e.g. catalogs, specifications, selection software and/or other means for accessing product ratings) become available to the general public, the participant is required to list the product in the Directory.

Participants in Probation Mode are not permitted to make any claims to certification for new products prior to AHRI approval.

Participants in Penalty Mode are not permitted to make any claims to certification for new products prior to AHRI testing and approval.

9. Equipment Testing

9.1 Summary of Annual Testing Process. Each program year, AHRI tests a portion of the Participant’s certified Basic Models or BMGs listed in the Directory. The purpose of this testing is to verify that the Participant has rated its certified products in accordance with the Applicable Rating Standard or the Product Specific Operations Manual, as applicable.

Testing shall continue throughout the program year, and longer if necessary, until all required testing is completed. AHRI uses the Directory as the basis for selecting which Basic Models or BMGs shall be tested. AHRI notifies the Participant and the Laboratory of the selections and establishes the deadline for presenting test samples.

After AHRI has chosen the specific test samples, the Participant is responsible for shipping the samples to the Laboratory, or in the case of a witness test, reserving the samples until the witness test occurs.

The Laboratory tests the samples per the certification program’s Applicable Rating Standard. Laboratory data is compared to the Participant’s rating data in the Directory. The Participant’s ratings, when compared to the Laboratory’s test results, are expected to fall within the allowable tolerances of the Applicable Rating Standard. It is considered a passing test when each certified rating point for the tested product meets this expectation. Samples that are inoperable, defective, and/or fail to perform within the allowable tolerances of the Applicable Rating Standard or one (1) or more Operating Tests (such as Maximum Operating Conditions or Voltage Tolerance Tests) as specified in the Applicable Rating Standard or the Product Specific Operations Manual, as applicable may require repair, further testing, re-rate, and/or made obsolete, depending on the specific situation.

A Participant with an unacceptable failure rate or number of re-rates shall be placed in Double Sample Selection, Probation, or Penalty Mode, and is subject to additional requirements and potential monetary penalties.

Testing continues throughout a Participant’s time in the certification program, even if all of a Participant’s certified products have been subject to AHRI test. Continual testing promotes continued market confidence in the AHRI Certification Mark as indication that a product performs in accordance to the Participant’s claims.

9.2 The Independent, Third-Party Laboratory Contracted by AHRI (Laboratory). An ISO 17025 accredited Laboratory is contracted by AHRI to support the testing operations of each certification program. The Laboratory is selected by AHRI through a competitive bidding process. For certification programs with ENERGY STAR® products, the Laboratory shall be recognized by the U.S. Environmental Protection Agency (EPA). During the term of the contract with the selected Laboratory, all AHRI tests are conducted or witnessed by the Laboratory personnel. In some instances, multiple Laboratories may be contracted to support the testing operations of a single certification program.
The Laboratory is responsible for:

- Developing, publishing (for AHRI and Participants), and administering a testing schedule that allows all selected equipment to be tested within the calendar year;
- Providing and maintaining a web-based tracking system that allows AHRI and Participants to view unit selection/test status and, if desired, plan involvement in setting up the test sample prior to testing;
- Coordinating and making the physical selection of the test sample or major components as allowed by individual programs from the Participant's manufacturing facility or warehouse;
- Acquires units from Participant's distributors if necessary;
- Proper uncrating/re-crating, receiving, handling, and disposing of the sample at the Laboratory in accordance with operations manuals;
- Accurately installing, starting, and operating the sample on the test stand per the Participant's installation instructions;
- Coordinating and conducting Participant lab approvals and witness testing for programs that have a witness test provision;
- Conducting tests in strict accordance with the Applicable Rating Standard and operation manuals; and
- Compiling accurate and thorough test reports and delivering them to AHRI for approval, and then delivered to the Participant in a timely fashion.

9.3 **Types of Tests.** Annual testing is required of all OEM Participants. Qualification testing is required for all OEM Applicants. In some cases, as specified in the Program-Specific Operations Manual, a form of qualification testing may be required of Participants.

AHRI reserves the right to require discretionary tests, outside of annual and qualification tests, of products for any reason including, but not limited to, situations where ratings appear beyond the probable range of performance, counterpart model tests, and challenge tests

Participants in Penalty Mode shall be subject to penalty tests.

9.4 **Selection of Basic Models or BMGs for Test.**

9.4.1 **AHRI Method for Making Basic Model/BMG Selections for Test.** For Participant tests, AHRI selects Basic Models or BMGs listed in "active" or "discontinued" status in the Directory. For Applicant tests, AHRI selects Basic Models or BMGs from data submittals provided by the Applicant in the certification application package.

The Basic Models or BMGs shall be selected at random or by methods prescribed in the Product-Specific Operations Manual.

Except in the case of challenge tests, AHRI shall send the Applicant or Participant written notification of the Basic Models or BMGs that shall be tested. AHRI refers to this written notification as the "selection letter." The Participant has 48 hours from the date of the selection letter (or as otherwise noted in the selection letter sent to the Participant) to review and submit any comments or concerns regarding the selection. No changes to the selection may be made without AHRI approval.

9.4.1.1 **General Definition of Basic Model.** A Basic Model is the market-recognized nomenclature of a product possessing a discrete performance rating. The Product-Specific Operations Manual specifies the exact product features that define a Basic Model.
Example: The specific energy input, storage capacity, and recovery efficiency of a commercial water heater shall affect performance, and therefore each combination of these characteristics is considered a separate Basic Model.

9.4.1.2 General Definition of Basic Model Group (BMG). A BMG is a set of models that share characteristics which allow the performance of one (1) model to be generally representative of the performance of other models within the group. This group of products does not necessarily have to share discrete performance. The Product-Specific Operations Manual specifies the exact product features that define a BMG.

Example: A basic model group of commercial boilers is a set of models that range in size, but are of similar type, design, and construction. A basic model group would consist of boilers that are:

- Constructed of the same material (i.e. aluminum, cast iron, or steel);
- Have the same control mechanism (i.e. condensing, modulating, pressure fired, power burner, natural draft, etc.);
- Have the same vent size; and
- Have the same energy input capacity.

Example: A basic model group of residential air-conditioning systems consists of outdoor units (which have same condenser, outdoor coil surface area, and outdoor air quantity) that are paired with specific indoor models (coils)

9.4.2 Number of Basic Models or BMGs Subject to Annual Testing. The Product-Specific Operations Manual specifies the number of Basic Models or BMG that are subject to annual testing. Unless otherwise specified in the Product-Specific Operations Manual, a minimum of 20% of the Participant’s Basic Models or BMGs listed in the Directory shall be subject to annual testing. The Directory count is based on the total number of Basic Models or BMGs that are listed in “active” or “discontinued” status. If 20% of the Participant’s Basic Models or BMGs is a fractional number, the number of tested units shall be rounded up to the next whole number.

<table>
<thead>
<tr>
<th>TABLE 5: EXAMPLE CALCULATION OF ANNUAL TESTING REQUIREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Number of “active” and “discontinued” Directory Listings</strong></td>
</tr>
<tr>
<td>20 Basic Models</td>
</tr>
<tr>
<td>6 BMGs</td>
</tr>
<tr>
<td>50 Basic Models</td>
</tr>
<tr>
<td>79 BMGs</td>
</tr>
</tbody>
</table>

* Annual testing requirement data for this example assumes the Participant is not in Penalty Mode.

9.4.2.1 Introduction of New BMGs. Participants who choose to introduce new BMGs during a testing year may be subject to additional testing. For example: The certification program requires the Participant to test 20% of its listed BMGs. If Participant A has 15 BMGs, it shall be assigned three (3) annual tests. If it adds a BMG in the calendar year, and no qualification testing is prescribed by the Product-Specific Operations Manual for this new BMG, this shall bring the total to 16 BMGs and shall raise the requirement to a total of four (4) annual tests for the current program year.
9.4.3 **Test Laboratory Selection Process for Programs with Multiple Laboratories.** For programs having multiple Laboratories, AHRI shall select the Laboratory performing the test at its discretion. AHRI’s decision shall be based on several criteria including but not limited to Laboratory capacity and programs’ objectives. Any Second Sample or any additional sample tests shall be performed by the same Laboratory that performed the First Sample test when possible. Laboratory selected for testing shall be final and shall not change regardless of the outcome of the test.

9.4.4 **Ratings for Selected Basic Models or BMGs.** AHRI testing requires comparison of the Applicant or Participant’s ratings to measurements acquired through Laboratory testing. For Participant tests, AHRI shall use the ratings published in the Directory. For Applicant tests, AHRI shall use the ratings from data submittals provided by the Applicant in the certification application package.

For certification programs in which the Directory, or Applicant data submittal forms, does not explicitly quantify rating data, AHRI shall use Selection Rating Software, which includes electronic catalogs, to acquire the ratings. Selection Rating Software shall be furnished and maintained per Section 9.4.3.1. For Participants, approved rating software title/version shall be published in the Directory.

9.4.4.1 **Selection Rating Software.** All Selection Rating Software, including any new versions and updates, shall be reviewed and approved by AHRI prior to its release to other users and prior to its publication in the Directory. Release of the software to other users, or the issuance of ratings using the software, before AHRI approval is obtained shall be grounds for a program violation.

Failure to provide or maintain AHRI with the most recent issue of software shall be grounds for a program violation.

If approved software becomes inoperable by AHRI, AHRI shall provide a written corrective action request.

9.4.4.1.1 **Rating Software Requirements.** Software shall be provided to AHRI in one (1) of the following formats:

- Web-based; or
- Virtual Machine.

The operating language, along with all informational screens, inputs, and outputs shall be in English. The units of measure shall be consistent with the Performance Rating Standard.

The Selection Rating Software shall be accompanied by any required usernames and passwords, along with installation and operating instructions in English.

All use of Marks, certified ratings, and claims to certification, on screen or in print, must be displayed in accordance with this manual and the Product-Specific Operations Manual, with guidance from the AHRI Brand Usage Guide.

Each page of data output from a rating software must note:

- Software name or number;
- Version, revision number, or revision date; and
- Print date.
9.4.4.1.1 Virtual Machine Requirements. AHRI shall provide the Participant with a login and password to a personalized Virtual Machine to install the software. The Participant shall prove the software has been installed and is operating correctly by generating two (2) random selections and furnishing data output sheets to AHRI. After this is provided by the Participant, AHRI shall further review the software for approval.

9.4.4.1.2 Multiple Rating Methods. If multiple rating programs are available to users, each shall be provided to AHRI for approval. All rating methods containing certified data must, based on similar input rating conditions, produce matching results.

If the Directory is to list quantified certified data, and also reference a rating software, the certified data must produce matching results when based on similar input rating conditions.

9.4.4.1.3 AHRI Approval Process for Selection Rating Software. AHRI shall test rating software within seven (7) calendar days of receipt.

AHRI shall grant approval if:

- The software has been successfully installed and operated to generate selections and certified rating data;
- Appears to comply with Section 9.4.3.1.1;
- Section 9.4.3.1.2, if applicable, is satisfied; and
- The software complies with requirements noted in the Product-Specific Operations Manual, if applicable.

Upon approval, AHRI shall make the necessary updates/revisions to Participant Directory listings.

If rejected, AHRI shall provide written notification and request corrective action.

9.4.4.1.4 Corrective Action for Selection Rating Software. Within 30 calendar days of request for corrective action, the software must be corrected and resubmitted to AHRI. The software shall go through the approval process in accordance with Section 9.4.3.1.3.

For Participants, failure to take corrective action on Directory-listed software to AHRI’s satisfaction shall be grounds for a program violation and all affected products shall be removed from the Directory until satisfactory corrective action has been taken. For Applicants, failure to take satisfactory corrective action shall terminate the application process.

9.4.4.1.5 Approved Rating Software Violation. Rating software that has been approved by AHRI may still be the subject of a program violation and corrective action if, following approval, it is found not to be in compliance with Section 9.4.3.1.1. While AHRI strives to verify complete compliance with Section 9.4.3.1.1 during the approval
process, the large and complex nature of rating software may prevent discovery of all non-compliances.

9.5 Methods for Acquiring Test Samples. Unless otherwise noted, all test samples shall be acquired in accordance with this Section. The Product-Specific Operations Manual indicates which method(s) AHRI or the Laboratory may use to choose the specific test sample.

Once AHRI has chosen the specific sample to test, the sample shall not be manipulated in any way by the Participant.

Failure to retain the specific test sample(s) selected by AHRI or the Laboratory before they are tested shall be grounds for a program violation and sample(s) shall require re-selection. Re-selection fees shall apply.

9.5.1 Random Sample Selection. The Participant shall be instructed by AHRI to prepare a pool of samples for each of the selections noted in the selection letter. Each selection pool must consist of at least three (3) samples of the specific model noted in the selection letter.

AHRI or Laboratory personnel shall visit the Participant’s site and randomly select a test sample from the selection pool, and then tag and tape the selected sample, thus ensuring test sample integrity. The tape may only be removed by Laboratory personnel and the tags shall remain on the sample until testing is completed. The sample may come from a Participant’s (or its PBM’s) production line, wholesaler’s, distributor’s, or contractor’s inventory.

9.5.2 Test Sample Selection from Scheduled Production Model or Stock Lists. AHRI may request the Participant to provide a list of all units scheduled to come through the production line, or a list of all available stock units. AHRI shall select a test sample from the list.

9.5.3 Purchase Test Sample from Wholesaler, Distributor, or Contractor. AHRI reserves the right to purchase test samples from a wholesaler, distributor, or contractor with access to the Applicant or Participant’s products. Such purchases may come from the wholesaler’s, distributor’s, or contractor’s stock or be ordered. The Applicant or Participant shall reimburse AHRI or the Laboratory for any purchases made through a wholesaler, distributor, or contractor.

9.5.4 Build-To-Specifications Test Sample Selection. AHRI shall provide specifications, using Participant’s product data, to which the Participant shall build the test sample.

9.5.5 Random Component Test Sample Selection. The Participant shall build up the test sample using components selected by AHRI or a Laboratory representative. AHRI or Laboratory personnel may select the components at the Participant’s facility. Or, alternatively, the Participant may be asked to provide a list of component serial numbers from which components shall be chosen. In both cases, component serial numbers shall be recorded at time of selection and confirmed upon delivery to the Laboratory.

9.6 Required Timeframe to Present Test Samples for Selection. Unless otherwise noted, all test samples shall be required to be presented for selection in accordance with this Section.

The Participant shall have test samples available for selection within 30 calendar days of the selection letter issue date.

For Participants, failure to present first samples for selection within the timeframe shall be grounds for a program violation and the Basic Model or BMG being removed from the Directory. For Applicants, failure to present first samples for selection shall result in termination of the application process.
Failure to have second samples available for selection within the timeframe allotted shall forfeit the Participant’s opportunity for further testing and shall result in an automatic re-rate of the Basic Model or BMG per Section 9.14.2.4.2.

9.7 **Number of Test Samples Selected.** Unless the Participant has been placed in Double Selection, Probation, or Penalty Mode, or has voluntarily chosen the two sample supply option, AHRI or the Laboratory shall pick one (1) specific unit to test from each of the selected Basic Models or BMGs. This unit is referred to as a test sample.

9.7.1 **Test Sample Selection in Double Selection, Probation, or Penalty Mode.** When a Participant is in Double Selection, Probation, or Penalty Mode, for each selected model noted in the selection letter, AHRI or the Laboratory shall select two (2) test samples. The Participant shall ship one sample to the Laboratory for testing and keep the other on reserve. The reserved sample shall be kept by the Participant until:

- The first sample is tested and passes; or
- The Participant elects to obsolete the Basic Model or BMG following first sample failure; or
- The reserved sample is requested by AHRI or the Laboratory to serve as a replacement for an inoperable or defective first sample; or
- The reserved sample is requested by AHRI or the Laboratory to serve as a second sample.

9.7.2 **Two Sample Supply Option.** The Participant has the option to have two (2) samples initially selected as to assure, if needed, the availability of another sample. After the samples are selected and sealed, the Participant may ship both samples to the Laboratory or hold one of the selected samples until requested.

9.8 **Shipment of Test Samples to the Laboratory.** Unless otherwise noted, all test samples shall be required to be shipped to the Laboratory designated by AHRI in the selection letter in accordance with this Section.

9.8.1 **Preparation of Test Samples for Shipment to the Laboratory.** At a minimum, in preparation for shipment to the Laboratory, the Participant shall:

- Tag each sample to show Participant name, model number, and test number (if already issued by AHRI or the Laboratory);
- Send each sample, including the spare sample if requested by AHRI;
- Seal the samples in a manner to prevent tampering;
- Provide published installation instructions, start-up, and operation instructions for each sample in printed or electronic format;
- Provide primary and backup contacts (including names, titles, emails, and phone numbers) who are able to respond to Laboratory inquiries within 2 hours, assuming a 24 hour/7 day per week testing schedule;
- Specify break-in time if allowed by program;
- Include instructions for how the samples are to be handled upon completion of testing (provide shipping address or permission to donate or scrap); and
- Identify the Participant name, model numbers, and any other required tracking information on the outer packaging of the sample.

9.8.1.1 **Participant’s Required Equipment Provision.** The Participant is responsible for having available at its test Facility or shipping all necessary equipment and parts to the designated test facility to ensure that the sample functions properly and test(s) can be performed in accordance with the Applicable Rating Standard.
9.8.2 Deadline for the Lab to Receive the Test Sample. The selected test sample shall be received at the Laboratory within 14 calendar days after the sample was selected.

If the Laboratory does not receive a first sample within the allotted timeframe, the Participant shall receive a program violation and the Basic Model or BMG shall be removed from the Directory. The Basic Model or BMG shall remain off the Directory until the sample is received.

If the Laboratory does not receive a second sample within the allotted timeframe, the Participant forfeits the opportunity for further testing and the Basic Model or BMG shall be re-rated in accordance with Section 9.14.2.4.2.

9.9 Laboratory Receipt and Check-In of Test Samples. When the test sample arrives at the Laboratory, the Laboratory shall:

- Record the date of test sample receipt;
- Verify that the test sample received is the one selected by AHRI or the Laboratory; and
- Perform a visual inspection of the sample and document the date of inspection and any damage/issues found. Any issues shall be photographed.

The Laboratory shall provide test sample receipt dates to AHRI and immediately notify AHRI if a non-selected sample has been received or if there is an issue with the sample.

9.9.1 Wrong Test Sample Shipped to Laboratory. If a test sample is sent to the Laboratory and found not to be the selected sample, AHRI shall return it to the Participant, at the Participant’s expense, shall issue a program violation, and remove the selected product’s listing from the Directory until the selected test sample is received. AHRI and/or the Laboratory reserve the right to invoice the Participant for hours spent handling the wrong sample and re-selection fees, if required.

9.9.2 Suspected Sample Tampering. If the tape and/or tags placed on the test sample by AHRI or the Laboratory during the sample selection process is broken and/or missing, the sample cannot be accepted for test. AHRI shall contact the Participant and the Participant shall be required to present new samples for selection. AHRI and/or the Laboratory reserve the right to invoice the Participant for hours spent handling the tampered sample and re-selection fees.

9.9.3 Shipment Damage. In case of observed shipment damage by the Laboratory, shipment damage documentation and a shipment damage form shall be sent to the Participant by the Laboratory prior to testing the sample. The Participant may choose to have the Laboratory attempt to repair the sample prior to testing or produce new samples for selection with approval from AHRI. The Participant shall inform AHRI of its decision within 24 hours of receiving the damage notification.

For a Participant’s first sample, failure to notify AHRI of its decision within 72 hours of receiving the damage notification shall be grounds for a program violation.

For a Second Sample, failure to notify AHRI within 24 hours of receiving the damage notification shall result in the forfeiture of further testing opportunities and the Basic Model/BMG shall be re-rated to the failed First Sample test’s results in accordance with Section 9.14.2.4.2.

If the Participant chooses to have the Laboratory repair the unit, the Participant may not claim improper handling or installation by the Laboratory. The Laboratory reserves the right to invoice the Participant directly for any repair work requested by the Participant.

9.10 Presence of Applicant/Participant Personnel at the Laboratory. Prior to and during the test of the sample, Participant personnel are permitted in the Laboratory test facility. Participants may be present at the Laboratory to validate their equipment is installed and operated in accordance with the Participant’s
installation instructions. Once testing commences, Participants are not permitted to tamper with or adjust samples unless previously approved by AHRI. The Participant shall coordinate their visit with the Laboratory. The Participant is responsible for all costs associated with travel and lodging of its personnel during such visits.

9.11 Laboratory’s Handling of Samples. Only Laboratory personnel shall install test samples. Laboratory personnel shall use the installation, start up and service instructions provided by the Participant.

9.11.1 Repairs and Adjustments Prior to Testing. Prior to testing, the Laboratory may only repair leaks, repair or replace items damaged by shipping or handling. Such repairs and replacements can only be done with the Participant’s permission. If the sample cannot be repaired, the Participant shall provide new samples for selection. The Laboratory reserves the right to directly invoice the Participant for any requested repairs.

9.11.1.1 Test Sample Refrigerant Charge. Packaged equipment shall arrive at the Laboratory pre-charged. Pre-charged packaged equipment shall not have charge adjusted prior to Laboratory testing. For non-packaged equipment, and packaged equipment shipped without charge the equipment shall be charged in accordance with the following instructions and those provided in the Participant’s installation and operational manuals.

Determine refrigerant charge at the Standard Rating Condition in accordance with instructions from the Participant’s installation and operational manuals. When charging by weight the laboratory shall make adjustments for added line length or installed measurement equipment as required. For a given specified range for superheat, sub-cooling, or refrigerant pressure, the average of the range shall be used to determine the refrigerant charge. If multiple instructions are given, the Participant shall be asked to sign off on the preferred method.

The Laboratory shall then add or subtract the correct amount of refrigerant to achieve the pre-determined weight, superheat, sub-cooling, or refrigerant pressure. This single refrigerant charge shall then be used to conduct all cooling cycle and heating cycle tests.

Once the correct refrigerant charge is determined, the test shall be maintained and run until completion without interruption and at that refrigerant charge. Upon completion of the AHRI test, the Participant may instruct the Laboratory to conduct additional testing as private tests.

9.11.1.2 Fan Speed. Unless specified in writing, Laboratory personnel shall not make adjustments.

9.11.2 Adjustments during Testing. Equipment shall not be adjusted during testing.

9.11.3 Completion of Testing. Unless otherwise noted, all AHRI tests shall be conducted in accordance with this Section.

Unless the sample is, or becomes, inoperable during testing, the testing cycle shall be completed and data obtained for all certified criteria.

At the conclusion of testing, the Laboratory shall, at the choice of the Applicant or Participant, ship the samples to a requested destination, save them for private testing, donate them to schools, or scrap them. If the samples shall be shipped, the Applicant or Participant is responsible for associated shipping costs. If no choice is made, samples shall be scrapped following 30 calendar days of the completion of testing.
9.12 **Witness Testing.** Some AHRI Certification Programs allow for witness testing, where Laboratory personnel shall conduct AHRI certification program testing on the Participant’s premises. AHRI certification program witness tests are only conducted on AHRI-approved test stands.

9.12.1 **Preparing for a Witness Test.** Once a sample is selected by AHRI for witness testing, the sample shall be reserved by the Participant and not manipulated.

The Participant is permitted to install the sample on the approved test stand prior to the arrival of AHRI or its designated authority. It is acceptable for the Participant to have started the unit and to have it “on point” prior to the arrival of AHRI or Laboratory’s Representative (Representative).

If AHRI or the Representative determines the unit is not the selected sample, or the selected sample is accidentally released prior to the witness test taking place, the Participant shall be charged by AHRI and/or the Laboratory for the hours, travel, lodging, and/or maintenance, etc. for lost time.

9.12.2 **AHRI-Approved Test Stand (Facility).** A Facility:

- Is located on a Participant’s or another third-party’s (e.g. another manufacturer, research institute, or laboratory) premises;
- Has completed the required qualification documentation from AHRI’s Laboratory in accordance with 9.12.2.1; and
- Is declared qualified by AHRI to support AHRI certification program tests.

The Participant, if using its own Facility, is required to maintain AHRI-approved test stand(s) capable of testing any of its certified Basic Models or BMGs. Failure to do so shall be grounds for a program violation. The only exception to this is if the product-specific OM allows for units to be shipped and tested at another Facility or at the Laboratory premises.

AHRI issues a certificate of qualification for each approved Facility. The Participant shall be able to present the original, current certificate on request.

9.12.2.1 **Qualification of Participant Test Stands.** AHRI or the Laboratory (Representative) shall perform a detailed review and survey of the Participant’s Facility to verify that it has the instrumentation, set up, and personnel to properly execute a test in accordance with the Applicable Rating Standard. If the test stand is found to capable of this, AHRI or the Representative shall grant the test stand “approved test stand” status. Else, corrective action shall be suggested and a new review and survey completed until approval is granted.

Re-qualification of the Facility is required every two (2) years, or following a change made to the test stand, whichever comes first.

9.12.3 **Facility Malfunction.** If a Facility malfunction prevents the completion of a test, or is causing the sample to fail test, the Participant has eight (8) hours to fix the Facility while the Representative is still on-site. Only adjustments to the Facility are permissible; the sample may not be adjusted. Once Facility repairs are made, the Representative shall re-approve the Facility prior to conducting any tests. Data taken prior to malfunction shall be voided, and the test shall commence from the beginning.

If the Facility problem cannot be corrected within eight (8) hours, the Representative reserves the right to end the test. In such a case, the Facility shall lose its approval, the Participant shall be required to surrender the Facility approval certificate, and the Participant is required to repair the Facility and have it re-approved within 30 calendar days. The Participant shall be invoiced for the re-qualification of the test stand.
For a first sample test, failure to have the test stand repaired and re-approved within 30 calendar days shall be grounds for a program violation and removal of the Basic Model or BMG from the Directory until the test stand is re-approved. The only exception to this is if the product-specific OM allows for units to be shipped and tested at another Facility or at the Laboratory premises. For a second sample test, failure to have the test stand repaired and re-approved within 30 calendar days shall be grounds for a program violation, forfeiture of further testing opportunities, and the Basic Model or BMG shall be re-rated in accordance with Section 9.14.2.4.2. The only exception to this is if the product-specific OM allows for units to be shipped and tested at another Facility or at the Laboratory premises.

Test stand qualification invoices shall be paid, and the test stand re-qualified, before any tests can be conducted.

If the Representative is unable to conduct any test stand approvals or witness tests at the Participant’s site due to an inoperable or malfunctioning test stand, the Laboratory reserves the right to invoice the Participant directly for hours spent at the Participant’s site, travel expenses, and maintenance (lodging and meals).

9.12.4 Inoperable Witness Test Sample. An inoperable sample is one that does not start or is incapable of running long enough to complete a test. The inoperability is not attributed to a malfunctioning witness test stand or improper sample installation on the test stand.

In the event AHRI or the Laboratory deems the sample inoperable, AHRI shall re-select a test sample and the witness test shall be re-scheduled. The test must be conducted within 30 calendar days of the inoperable sample notification. For a first sample test, failure to conduct the test within 30 calendar days shall be grounds for a program violation and removal of the Basic Model or BMG from the Directory. For a second sample test, failure to conduct the test within 30 calendar days shall result in the forfeiture of further testing opportunities and the Basic Model of BMG shall be re-rated in accordance with Section 9.14.2.4.2.

AHRI or the Laboratory reserves the right to invoice the Participant directly for hours spent at the Participant’s site, travel expenses, and maintenance (lodging and meals). All invoices shall be paid before any tests can be conducted.


9.13 Inoperable Sample (Laboratory Test). An inoperable sample is a sample that does not start or is incapable of running long enough to complete a test.

The Laboratory shall notify the Participant immediately following the Laboratory’s identification of an inoperable sample. The test sample shall remain hooked up on the test stand. Within two (2) hours of the inoperable sample notification, the Participant shall initiate discussion with the Laboratory to verify that the sample is installed properly with correct settings and components. If, at the direction of the Participant, the Laboratory can make the sample operable by using documented procedures, the test shall continue, with approval from AHRI.

If no problem with the sample installation or settings can be identified within the two (2) hour period, it is assumed the sample is inoperable, at which time the Laboratory is authorized to remove the sample from the test stand. The Laboratory shall notify AHRI of the inoperable sample. The Participant shall be required to replace the sample in accordance with Section 9.13.1.

The Laboratory reserves the right to invoice the Participant directly for time spent waiting for the Participant’s response and action. If the sample cannot be made operable, the Laboratory also reserves the right to invoice the Participant directly for the inoperable sample set-up and disconnect time.
9.13.1 Replacing an Inoperable Sample. Once AHRI is notified that a sample is inoperable, the Participant shall immediately arrange for the Laboratory to acquire a new sample for testing. Failure to send the new sample to the Laboratory as per Section 9.5 and 9.6 shall result in a program violation and removal of the Basic Model or Basic Model Group from the Directory. The results of the new sample shall overwrite the results of the Inoperable Sample. Re-selection fees may apply.

9.14 Test Results.

9.14.1 Passing Test. A passing test is where the sample’s certified rating points are tested, compared to the Published Ratings listed in the Directory, and fall within the allowable tolerances of the Applicable Rating Standard or the Product-Specific Operations Manual, as applicable.

Following a passing test, the model’s performance ratings are preserved in the Directory and no further action is required of the Participant. The Participant shall receive a copy of the test report.

9.14.2 Failed Test. A failed test is where the sample’s certified rating points are tested, compared to the Published Ratings listed in the Directory, and is outside the allowable tolerances specified in the Applicable Rating Standard. The test is a failure if any of the tested certified rating points are outside of the allowable tolerances of the Applicable Rating Standard or the Product-Specific Operations Manual, as applicable. The Participant shall receive a copy of the test report.

A failed test that results in the re-rating of the Basic Model or BMG is considered an “involuntary re-rate.”

9.14.2.1 First Sample Test Failure. A sample that is labeled as a First Sample that fails when it is tested is considered a First Sample Failure.

9.14.2.2 Second Sample Test Failure. A sample that is labeled as a Second Sample that fails when it is tested is considered a Second Sample Failure. A second sample test failure is considered final unless the Product-Specific Operations Manual offers an option for further testing.

9.14.2.3 Failed Test Notification and Response.

9.14.2.3.1 Laboratory Response to Failed Test. Immediately following failure, the Laboratory shall notify AHRI and the Participant of the failure and provide a test report. The sample shall remain hooked up on the test stand for two (2) hours following the Participant’s notification of the failure. The Participant may directly make arrangements with the Laboratory to keep the sample hooked up on the test stand for longer and the Laboratory shall immediately notify AHRI and the Participant of the failure. Within two (2) hours of notification, the Participant may opt to conduct private testing to determine the cause of failure.

9.14.2.3.2 AHRI Response to Failure Notification. AHRI shall send the Participant a Manufacturers Decision Form (MDF).

9.14.2.3.2.1 Manufacturers Decision Form (MDF). The MDF lists the courses of action available to the Participant after a test failure. The Participant has seven (7) calendar days to return the completed MDF to AHRI, indicating the Participant’s elected course of action. If a completed MDF is not received within seven (7) calendar days, the Basic Model or BMG shall automatically be re-rated to the failed test results per Section 9.14.2.4.2.
9.14.2.3.3 Participant Response to Failure Notification. Within two (2) hours of being notified of the failure, the Participant may:

- Opt to proceed with private testing in an attempt to find the reason for failure;
- File an MDF with defective sample option and immediately prepare a defective sample report in accordance with Section 9.14.2.4.1. This option may be exercised if the Participant anticipates that the claimed defect can be corrected while the test sample is still on the test stand; or
- Instruct the Laboratory to remove the sample from the test stand. The Participant is still required to file an MDF in accordance with Section 9.14.2.3.2.1.

If more than two (2) hours passes without the Participant’s decision to conduct private testing, or the Participant and Laboratory do not make an agreement to keep the sample on the test stand longer, the Laboratory may disconnect and remove the sample from the test stand.

If the Participant chooses to make repairs to the sample while it is still on the test stand, such repairs shall be completed within eight (8) hours, or a mutually agreed upon timeframe between the Participant and the Laboratory. If repairs are not completed within the timeframe, the Laboratory may remove the test sample from the test stand.

The Participant is responsible for all costs for repairs and fees for occupying the test stand while the unit is in repair. Immediately following repair, the sample shall be tested by AHRI in accordance with Section 9.14.2.4.1.1.2.

9.14.2.4 MDF Options Following Test Failure. MDFs are unique to each certification program. The available options following test failure are dependent on whether the test is for an Applicant or Participant, and whether the test is a first or second sample. All subsequent tests shall be conducted following the same procedure as the First Sample Test.

9.14.2.4.1 Defective Sample. A Defective Sample is one that fails a test due to the sample’s inability to operate in accordance with the Participant’s installation and operating instructions, because it suffers an anomaly making it inconsistent with other samples of the same model. Unit design, unit assembly, quality control issues, and/or the Participant’s inability to rate the product correctly shall not be accepted by AHRI as causes for defect.

9.14.2.4.1.1 Filing a Defective Sample Claim. The Participant shall provide AHRI with a detailed defect report stating the reason for the defect and how the defect is attributable to the failure.

If the Participant desires to correct a defective sample while it is still on the test stand, the defect report must be submitted to AHRI while the sample is still on the test stand. Otherwise, the Participant must file the report within 30 calendar days of the test failure notice.
AHRI shall review the defect claim, judge its compliance with Section 9.14.2.4.1, and provide the Participant with written notification of its judgment. If AHRI agrees that the program’s definition of a Defective Sample has been met, the Participant shall be allowed to repair the sample in accordance with Section 9.14.2.4.1.1.1. If AHRI does not agree that the program’s definition of a defect has been met, the failure shall stand.

9.14.2.4.1.1.1 Repairing a Defective Sample. When notified of an approval of a Defective Sample claim, the Participant has a maximum of 14 calendar days to fully repair the sample. The Participant may send its own representative to the Laboratory to make the repairs; or, for a fee, the Laboratory can be authorized by the Participant to make the necessary repairs. If the Participant opts to have the Laboratory make the repairs, the Participant shall provide the Laboratory with all necessary replacement parts and instructions. All parts and instructions are due to the Laboratory within the 14 calendar day period.

If the Defective Sample is a first sample and the Participant fails to make all sample repairs within 14 calendar days, the sample shall be considered a first sample failure. The Participant retains the choice of all other options, except for choosing Defective Sample.

If the Defective Sample is a second sample and the Participant fails to make all sample repairs within 14 calendar days, the Participant forfeits future testing opportunities and the Basic Model or BMG shall be re-rated to first sample test results in accordance with Section 9.14.2.4.2.

9.14.2.4.1.1.2 Testing of Repaired Defective Samples. AHRI shall invoice the Participant for the testing of a repaired defective sample. Failure to receive payment within 30 calendar days shall result in the forfeiture of further testing opportunities and the Basic Model/BMG shall being re-rated to the failed test’s results in accordance with Section 9.14.2.4.2.

Any data collected prior to the repair is voided, so testing shall commence from the beginning. The test results shall overwrite the Defective Sample test results.
9.14.2.4.2  **Re-rate Basic Model or BMG.**  When a Basic Model or BMG is re-rated:

- The tested model shall be re-rated to the failed test result utilizing the nearest “round-off” multiple specified in the test standard, but no better than the actual test results;
- If the model is part of a Basic Model Group (BMG), all models within the BMG shall be re-rated proportionate to the failed test’s results and shall remain re-rated until another test within the BMG is conducted establishing that the BMG or Basic Model can perform at an improved level;
- All re-rates shall be reflected in the AHRI Directory of Certified Product Performance;
- Obsolete the sample in accordance with Section 9.14.2.4.4 if the re-rated model or BMG falls below federal minimum requirements;
- The Participant is required to issue corrections, per Section 8.2 to all product literature, software, and marketing materials containing AHRI certified ratings of the affected model(s); and
- The test is taken into account in the calculation of the Participant’s probation or penalty mode status.

If the affected product(s) are DOE listed, the Laboratory’s measured values and the Participant’s claimed ratings prior to re-rate shall be reported by AHRI to DOE on a daily basis.

If the affected product(s) are ENERGY STAR®, the Laboratory’s measured values and the Participant’s claimed ratings prior to re-rate shall be reported by AHRI to the EPA within two (2) business days of failure.

If the Basic Model or BMG which is being re-rated is associated with a PBM product, the PBM product is also subject to the criteria listed above.

9.14.2.4.3  **Second Sample Test.**  The Participant shall present a second sample for selection and testing, identical to the first sample tested, in accordance with Sections 9.5, 9.6, 9.7, 9.8, and 9.9.  If the product is custom and required to come from a selection pool of units, AHRI shall work with the Participant to find an available unit identical to the first sample tested.

Prior to conducting the second sample test, AHRI shall invoice the Participant.  If the Participant fails to present samples for selection, provide samples to the Laboratory for testing, or make payment, the Participant forfeits the opportunity for further testing and the Basic Model or BMG shall be re-rated in accordance with Section 9.14.2.4.2.

9.14.2.4.4  **Obsolete the Model.**  Obsolete models or BMGs are those that are no longer manufactured or sold following an AHRI test failure.  Obsolete is mandatory for any model with a final test result that fails to meet federal minimum requirements.
9.14.2.4.4.1 Participant Requirements Following Obsolescence. After a sample is made obsolete, OEM and PBM Participants are required to:

- Immediately cease manufacturing and selling the affected product(s); and
- Comply with Section 8.2 to remove the product(s) from product literature, software, and marketing materials.

An OEM Participant may wish to offer a Counterpart Model to replace an obsolete model. A counterpart model shall be approved and tested, as a discretionary test, by AHRI prior to being released to the market as a new product, listed in the Directory, or claiming AHRI certification.

9.14.2.4.4.1.1 Counterpart Model Requirements. A counterpart model is required to:

- Fall within the scope of the certification program;
- Bear a new model designation that the public can clearly differentiate from that of the obsolete model; and
- Implement a physical design change from the obsolete model that favorably affects its performance to meet minimum requirements.

9.14.2.4.4.1.2 Counterpart Model Approval and Testing. The Participant shall provide AHRI with:

- Model number of the counterpart model;
- Model number of the obsolete model that the counterpart model shall replace;
- Written description and drawings or photos of the physical design change made; and
- Ratings for the counterpart model.

AHRI shall review the information supplied and notify the Participant, in writing, if the selected model number and design changes are acceptable. If accepted, the counterpart model shall be acquired as per Section 9.5 and tested. AHRI shall invoice the Participant for the counterpart model testing. If not accepted or payment is not received, the product shall not be certified and cannot be released to market. Introduction of a counterpart model without notification and subsequent testing by AHRI shall be grounds for a program violation.

The sample shall be tested within 14 calendar days of receipt at the Laboratory. A sample requiring witness test shall be tested within 30 calendar days of the sample being made available.
AHRI shall notify the Participant, in writing, of the test results. If the sample passes, the model or BMG is certified, shown in the Directory, and may be released to market. If the sample fails, the product shall not be certified, shall not be listed in the Directory, and cannot be released to market.

9.14.3 *Failure for Participants with One Annual Test.* If a Participant is only subject to one (1) annual test in a program year and that test results in an involuntary re-rate, the Participant shall be placed in Probation Mode and assigned one (1) additional annual test. If this additional test suffers an involuntary re-rate, the Participant shall be placed in Penalty Mode.
FIGURE 3. FIRST SAMPLE SELECTION/TESTING/DECISION PROCESS

AHRI notifies participant of the basic models/BMGs that will be tested

30 calendar days

Participant presents a pool of units, or list of in-production/stock models, from which AHRI will select the test sample(s)

AHRI hand-selects major unit components for participant to assemble test sample(s)

AHRI provides specification to which participant must assemble test sample(s)

30 calendar days

Test sample(s) arrive at the Laboratory

30 calendar days

Laboratory tests first sample

INOPERABLE SAMPLE

Laboratory immediately contacts participant

2 hours for participant to verify correct installation/setting

Correction made. Laboratory proceeds with test.

Participant does not respond within 2 hours or does not elect private testing*

Participant does not respond or no correction identified

Unit removed from test stand

14 calendar days

If available on Laboratory premises, test the participant's second sample**

Participant, or Laboratory, installs new parts and/or makes sample repairs on Laboratory premises

Repairs completed

Repairs not completed

PASS—No further action required. Basic model/BMG rating preserved in Directory.

FIRST SAMPLE FAILURE

Laboratory immediately contacts participant

2 hours for participant to opt for private testing on failed sample while it is still on the test stand

Participant does not file defect claim*

AHRI does not accept claim*

Repairs not made within 8 hours or agreed upon time frame*

AHRI accepts defective claim

Unit remains on test stand

Repairs made

FAILURE STANDS. MDf sent to participant. Refer to product-specific OM for available options.

* Laboratory authorized to remove unit from test stand.
** Shall be utilized for Participants in Double Selection, Probation, or Penalty Mode.
FIGURE 4. SECOND SAMPLE SELECTION/TESTING/DECISION PROCESS

Following first sample failure, the participant elects to test a 2nd sample

Acquire test sample

Utilize second sample provided by participant at time of first sample selection**

Participant presents a pool of units, or in-production/stock lists, from which AHRI will select the test sample(s)

AHRI hand-selects major unit components for participant to assemble test sample(s)

AHRI provides specification to which participant must build test sample(s)

30 calendar days

Test sample(s) arrive at the laboratory

Laboratory tests 2nd sample

Laboratory immediately contacts participant

Laboratory immediately contacts participant

INOPERABLE SAMPLE

2 hours for participant to verify correct installation/settings

Correction made. Laboratory proceeds with test.

Participant doesn’t respond or no correction identified

Participan doesn’t respond within 2 hours or does not elect private testing*

SECOND SAMPLE FAILURE

2 hours for participant to opt for private testing on failed sample while it is still on the test stand

Unit removed from test stand

If available on Laboratory premises, test the participant’s second sample**

Repairs completed

Repairs not completed

14 calendar days

FAILURE STANDS

Partici pan, or Laboratory, installs new parts and/or makes sample repairs on Laboratory premises

AHRI does not accept claim*

Repairs made

AHRI accepts defective claim

Private testing conducted

Repair made

* Laboratory authorized to remove unit from test stand.
** Shall be utilized for Participants in Double Selection, Probation, or Penalty Mode
Consequences for Improper Ratings – Double Selection, Probation and Penalty Mode. The following apply based on each Participant’s test results in their respective certification program.

9.15.1 Double Selection Mode Criteria. AHRI shall place a Participant in Double Selection Mode if the sum of the Participant’s first sample failures and defective samples within a program year exceed 20% of the Participant’s annual testing obligation. Participants in Double Selection Mode are subject to Section 9.7.1.

The Participant shall remain in Double Selection Mode until the sum of the Participant’s first sample failures and defective samples in a program year falls below 10% of the Participant’s annual testing obligation.

EXAMPLE: A Participant starts a program year in Double Selection Mode. The Participant has 35 BMGs and is subject to 7 annual tests. One of the annual tests result in a First Sample Failure. Participant remains in Double Selection Mode.

9.15.2 Probation and Penalty Mode Criteria. Unless otherwise defined in the Product-Specific Operations Manual, a Participant shall be placed in “Probation” or “Penalty” Mode if the criteria within Table 6 are met.

<table>
<thead>
<tr>
<th>Total Number of “active” and “discontinued” Basic Models or BMGs listed in the Directory</th>
<th>Number of involuntary re-rates* in a program year to enter Probation Mode</th>
<th>Minimum number of involuntary re-rates* in a program year to enter Penalty Mode</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-35</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>36-75</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>76-120</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>121-160</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>161-200</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>201-240</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>241-280</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>281-320</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td>321-360</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>&gt;360</td>
<td>10</td>
<td>11</td>
</tr>
</tbody>
</table>

* An involuntary re-rate includes re-rate or obsolete resulting from an AHRI test.

Participants in Probation or Penalty Mode are subject to the requirements of Section 9.15.2.1 or Section 9.15.2.2, respectively.

The Participant shall be notified, in writing, if he is placed in “Probation” or “Penalty” Mode.

The Participant shall remain in “Probation” or “Penalty” Mode until the Participant completes a program year in which it has zero involuntary re-rates.

9.15.2.1 Probation Mode Requirements. A Participant in Probation Mode is required to:

- Comply with Section 9.7.1. This is required for any AHRI test throughout the Participant’s time in Probation Mode.
Submit private test reports, in accordance with Section 9.16.1, to AHRI for any new Basic Model or BMG the Participant wishes to certify. This shall occur for any new Basic Model or BMG throughout the Participant’s time in Probation Mode. AHRI shall review and approve the Basic Model or BMG before the Participant can add it to the Directory, before the Participant can claim certification for the model or BMG, and/or before the model or BMG can be released to the market.

EXAMPLE: A Participant starts a program year in Double Selection Mode. The Participant has 35 BMGs and is subject to 7 annual tests. One of the annual tests result in an involuntary re-rate. Participant is placed in Probation Mode.

EXAMPLE: A Participant starts a program year in Probation Mode. The Participant has 35 BMGs and is subject to 7 annual tests. One of the annual tests results in a First Sample Failure, but is not Re-rated or Obsoleted. Participant is no longer in Probation Mode, but is now in Double Selection Mode.

9.15.2.2 Penalty Mode Requirements. A Participant in Penalty Mode is subject to these requirements:

- For each involuntary re-rate in a program year beyond the minimum number of involuntary re-rates (refer to table above), the Participant shall pay a $10,000 monetary penalty, in that program year.

AHRI shall invoice the Participant for the monetary penalty. If payment is not received within 30 calendar days of invoice, the Participant shall be terminated from the program.

EXAMPLE: A Participant lists 38 BMGs in the Directory and suffers 5 involuntary re-rates in a program year. The Participant is assigned penalty tests and owes a $20,000 monetary penalty.

EXAMPLE: A Participant lists 5 basic models in the Directory and suffers 2 involuntary re-rates in a program year. The Participant is placed in Penalty Mode, but does not owe a monetary penalty.

- When the Participant enters Penalty Mode, AHRI shall immediately assign penalty tests for that program year. The number of penalty tests assigned equals the number of annual tests assigned for the program year.

EXAMPLE: A Participant who was subject to 5 annual tests in the current program year enters Penalty Mode. The Participant is also assigned 5 penalty tests for the current program year.

EXAMPLE. A Participant who was subject to 1 annual test, fails and chooses to involuntarily re-rate that test. The Participant is assigned 1 Additional test, which also fails and is involuntarily re-rated. The Participant enters Penalty Mode. The Participant is assigned 1 penalty test for the program year. The Participant shall have been assigned a total of three tests for the program year –
one annual test, one additional test that was a result of suffering an involuntary re-rate of the annual test, and one penalty test.

AHRI shall invoice the Participant for the penalty testing. Samples shall be selected and shipped to the Laboratory in accordance with Sections 9.5, 9.6, 9.7, 9.8, and 9.9. Penalty tests are high priority tests and the lab should prioritize testing to conduct testing within 14 calendar days of receipt of sample at the Laboratory. Samples subject to witness test shall be tested within 30 calendar days of the sample being available.

Participants who enter a new program year in Penalty Mode shall not immediately be assigned penalty tests. If the Participant incurs any involuntary re-rates, the Participant retains its Penalty Mode status, but does not incur any penalty tests. If the Participant incurs the minimum number of involuntary re-rates in the program year to be placed in Penalty Mode, the Participant shall be assigned penalty tests for the current program year. The number of penalty tests assigned shall be equal to the number of annual tests assigned for the program year.

EXAMPLE: A Participant starts the program year in Penalty Mode. The Participant has 35 BMGs and is subject to 7 annual tests. One of the annual tests results in an involuntary re-rate. The Participant is not assigned any penalty tests for that program year, but remains in Penalty Mode.

EXAMPLE: A Participant starts a program year in Penalty Mode. The Participant has 35 BMGs and is subject to 7 annual tests. Two of the annual tests result in involuntary re-rate. Participant is assigned 7 penalty tests and remains in Penalty Mode.

EXAMPLE: A Participant starts the program year in Penalty Mode. The Participant has 35 BMGs and is subject to 7 annual tests. Three of the annual tests result in involuntary re-rate. Participant is assigned seven (7) penalty tests, is invoiced $10,000, and remains in Penalty Mode.

EXAMPLE: A Participant starts a program year in Probation Mode. The Participant has 35 BMGs and is subject to 7 annual tests. Two of the annual tests result in an involuntary re-rate. Participant is placed in Penalty Mode and is assigned 7 penalty tests.

• Comply with Section 9.7.1. This is required for any AHRI test throughout the Participant’s time in Penalty Mode.

• Any new Basic Models or BMGs that the Participant wishes to introduce shall be tested to validate claimed ratings by AHRI prior to the Participant adding them to the Directory, claiming AHRI certification for the new products, and/or releasing to market. The Participant shall submit to this requirement throughout the Participant’s tenure in Penalty Mode. Such tests do not satisfy any part of the Participant’s annual testing requirement and shall be considered qualification tests. If any qualification tests fail and are re-rated they shall not count towards the involuntary re-rates listed in Table 6. AHRI shall invoice the Participant for the testing.
Failure to make payment within 30 calendar date of invoice shall result in termination from the program. Samples shall be tested within 14 calendar days of receipt at the Laboratory. Samples requiring witness test shall be tested within 30 calendar days of the sample being available.

**EXAMPLE:** A Participant has 10 BMGs and 2 annual tests. The Participant fails and re-rates both tests. The Participant is assigned 2 Penalty tests. Both Penalty tests pass and the Participant is not subject to monetary penalty. The Participant states that they want to add 1 new BMG. A qualification test is assigned for the new BMG. The qualification test fails and is re-rated. Upon re-rate the new BMG is listed in the Directory. The Participant is not assigned any additional Penalty tests and is not subject to monetary penalty.

**EXAMPLE:** A Participant has 16 BMGs and 3 annual tests. The Participant fails and re-rates 2 tests. The Participant is assigned 3 Penalty tests. Two Penalty tests fail and are re-rated. The Participant is subject to a $20,000 monetary penalty. The Participant states that they want to add 2 new BMGs. Two qualification tests are assigned for the new BMGs. The qualification tests pass and the new BMGs are listed in the Directory.

- A Participant’s status shall remain unchanged if the Participant withdraws or is terminated from the certification program and then chooses to rejoin the certification program. If the Participant rejoins the certification program, the Participant is reinstated into its most recent status based on the Consequences for Improper Ratings until it meets the requirements to exit the status as noted above in Section 9.15.
### TABLE 7. FIRST EXAMPLE OF PROBATION/PENALTY MODE IMPLEMENTATION

Starting Scenario: A Participant lists 24 BMGs in the Directory on January 1, 2012. Assuming 20% of BMG listed in the Directory shall be tested, the Participant is subject to five (5) annual tests for the 2012 program year. If it suffers one (1) involuntary re-rate, it shall be placed in Probation Mode. If it suffers two (2) or more involuntary re-rates, it shall be placed in Penalty Mode.

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 2012</td>
<td>Sample 1-2012 passes test.</td>
</tr>
</tbody>
</table>
| 5 May 2012 | Sample 2-2012 fails and is involuntary re-rated. The Participant is placed in Probation Mode. The Participant shall:  
- Provide samples in accordance with Section 9.7.1 while it remains in Probation Mode; and  
- Provide AHRI with test results for any new Basic Models/BMGs that shall be certified while it is Probation Mode. |
| 15 May 2012| Sample 3-2012 passes test.                                               |
| 28 May 2012| Sample 4-2012 fails test and is involuntary re-rated. The Participant has now incurred two involuntary re-rates for the 2012 program year and is moved from Probation Mode to Penalty Mode. The Participant is immediately assigned 5 penalty tests for the 2012 program year (Assigned Test Numbers added: 6-2012, 7-2012, 8-2012, 9-2012, 10-2012). The Participant shall also:  
- Pay $10,000 each for any future involuntary re-rates incurred during the 2012 program year;  
- Continue to have first and second samples selected for any model or BMG while it remains in Penalty Mode; and  
- Submit to AHRI testing for any new Basic Models/BMGs that shall be certified while it is in Penalty Mode. |
| 6 June 2012| Sample 5-2012 fails test and is involuntarily re-rated. The Participant is charged a $10,000 monetary penalty for this re-rate. |
| Aug 2012   | Samples 6-2012, 7-2012, and 8-2012 all passes test.                      |
| 8 Sept 2012| Sample 9-2012 fails and is involuntary re-rated. The Participant is charged a $10,000 monetary penalty for this re-rate. |
| 12 Sept 2012| Sample 10-2012 passes test. The Participant has now completed all required tests for the 2012 program year – 5 annual tests and 5 penalty tests. However, it remains in Penalty Mode because it has been less than one year since its last involuntary re-rate. |
| 14 Oct 2012| The Participant's unit is challenged and fails and is required to involuntarily re-rate a BMG. Because it is in Penalty Mode, it is also charged a $10,000 monetary penalty for this re-rate. |
| Jan 2013   | The Participant is still listing 24 BMGs in the Directory and shall be subject to 5 annual tests for the 2013 program year (Assigned Test Numbers: 1-2013, 2-2013, 3-2013, 4-2013, 5-2013). The Participant is still in Penalty Mode because it has been less than one year since its last involuntary re-rate. Therefore, it is still subject to:  
- Continue to provide samples in accordance with Section 9.7.1 while it remains in Penalty Mode; and  
- Submit to AHRI testing for any new Basic Models/BMGs that shall be certified while it is in Penalty Mode. |
| Sept 2013  | Because the Participant is still in Penalty Mode, the Participant submits to AHRI testing of a new BMG to be added to the Directory. The tested unit passes. |
March – October 2013  |  Samples 1-2013, 2-2013, 3-2013, 4-2013, and 5-2013 are tested and all pass.
Oct. 2013  |  The Participant is released from Penalty Mode as it has been one program year without any involuntary re-rates.

### TABLE 8. SECOND EXAMPLE OF PROBATION/PENALTY MODE IMPLEMENTATION

Starting Scenario: A Participant lists 24 BMGs in the Directory on January 1, 2012. Assuming 20% of BMGs listed in the Directory shall be tested, the Participant is subject to five (5) annual tests for the 2012 program year. If it suffers one (1) involuntary re-rate, it shall be placed in Probation Mode. If it suffers two (2) or more involuntary re-rates, it shall be placed in Penalty Mode.

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 2012</td>
<td>Sample 1-2012 passes test.</td>
</tr>
<tr>
<td>5 June 2012</td>
<td>Sample 2-2012 is involuntary re-rated. The Participant is placed in Probation Mode. The Participant shall:</td>
</tr>
<tr>
<td></td>
<td>• Provide samples in accordance with Section 9.7.1 while it remains in Probation Mode; and</td>
</tr>
<tr>
<td></td>
<td>• Provide test results for any new Basic Models/BMGs that shall be certified while it is Probation Mode.</td>
</tr>
<tr>
<td>28 Sept. 2012</td>
<td>Sample 4-2012 fails test and is involuntarily re-rated. The Participant has now involuntarily re-rated two of its 2012 program year annual tests and it is moved from Probation Mode to Penalty Mode. The Participant is immediately assigned 5 penalty tests for the 2012 program year (Assigned Test Numbers added: 6-2012, 7-2012, 8-2012, 9-2012, 10-2012).</td>
</tr>
<tr>
<td></td>
<td>The Participant shall also:</td>
</tr>
<tr>
<td></td>
<td>• Pay $10,000 each for any future involuntary re-rates incurred during the 2012 program year;</td>
</tr>
<tr>
<td></td>
<td>• Continue to provide samples in accordance with Section 9.7.1 while it remains in Penalty Mode; and</td>
</tr>
<tr>
<td></td>
<td>• Submit to AHRI testing of any new Basic Models/BMGs while it remains in Penalty Mode.</td>
</tr>
<tr>
<td>6 Oct. 2012</td>
<td>Sample 5-2012 fails test and is involuntarily re-rated. The Participant is charged a $10,000 monetary penalty for this involuntary re-rate.</td>
</tr>
<tr>
<td>Dec. 2012</td>
<td>Because the Participant is still in Penalty Mode, the Participant submits to AHRI testing of 4 new BMGs to be added to the Directory. The tested units pass.</td>
</tr>
<tr>
<td>Dec. 2012</td>
<td>Samples 6-2012, 7-2012, 8-2012, 9-2012, and 10-2012 are tested and all pass.</td>
</tr>
<tr>
<td>3 Jan. 2013</td>
<td>The Participant increases its list of BMGs to 28 BMGs in the Directory and shall be subject to 6 annual tests for the 2013 program year (Assigned Test Numbers: 1-2013, 2-2013, 3-2013, 4-2013, 5-2013, 6-2013). Participant is still in Penalty Mode because it has been less than one year since its last involuntary re-rate. Therefore, it is still subject to:</td>
</tr>
<tr>
<td></td>
<td>• Continue to provide samples in accordance with Section 9.7.1 while it remains in Penalty Mode; and</td>
</tr>
<tr>
<td></td>
<td>• Submit to AHRI testing for any new Basic Models/BMGs that shall be certified while it is in Penalty Mode.</td>
</tr>
<tr>
<td>March 2013</td>
<td>Samples 1-2013, 2-2013, 3-2013, and 4-2013 are tested and all pass.</td>
</tr>
<tr>
<td>April 2013</td>
<td>Sample 5-2013 fails and is involuntarily re-rated. The Participant has now involuntarily re-rated one of its 2013 program year annual tests and therefore remains in Penalty Mode, but does not require Penalty testing.</td>
</tr>
</tbody>
</table>
The Participant is still listing 28 BMGs in the Directory and shall be subject to 6 annual tests for the 2014 program year (Assigned Test Numbers: 1-2014, 2-2014, 3-2014, 4-2014, 5-2014, 6-2014). Participant is still in Penalty Mode because it has been less than one year since its last involuntary re-rate. Therefore, it is still subject to:

- Continue to provide samples in accordance with Section 9.7.1 while it remains in Penalty Mode; and
- Submit to AHRI testing for any new Basic Models/BMGs that shall be certified while it is in Penalty Mode.

Jan – April 2014 The Participant undergoes testing for the 2014 program year and passes all tests that are conducted. The Participant is immediately released from Penalty Mode because it has completed one program year’s testing without an involuntary re-rate.

9.16 Certification Test Results From a Non-Contracted Laboratory. AHRI only accepts data, in the form of a test requested by AHRI, from the program’s Laboratory to determine if an AHRI test yields a passing or failing result. AHRI does not accept certification test results that have been acquired through private tests and/or through a laboratory with which AHRI does not have a current testing contract for that program.

Participants are unlimited in their use of private test data and data obtained at a non-contracted laboratory to establish performance data.

9.16.1 Minimum Requirements of Test Reports Submitted to AHRI by Applicants or Participants. Program Applicants, Participants in Probation Mode, and Participants requesting to challenge the ratings of another manufacturer are required to submit their own test reports to AHRI. Such tests are not required to have been conducted by AHRI’s Laboratory. The test shall be conducted in accordance with the Applicable Rating Standard and the following items, at minimum, are required to be included in test reports:

- Test Procedure Name;
- Test Date;
- Serial Number;
- Sample description (e.g.: number of products listed);
- Equipment calibration dates and next due dates and within range/Environmental conditions (e.g.: temperature, humidity);
- Test engineer and witness names and signatures;
- Test results organized by applicable test procedure section; and
- Marked to indicate test results relevant to ENERGY STAR® (if applicable).

9.17 Challenging Ratings of Others/AHRI Investigation of Ratings Claims. AHRI is proactive in seeking and remedying false ratings and claims to AHRI certification. The AHRI Certification Program offers Participants the opportunity to “challenge” the ratings of other program Participants and equipment manufacturers or marketers that are not Participants in the AHRI Certification Program. Such a challenge is mediated by AHRI and substantiated by product testing. Challenge testing procedures are discussed in Section 10 of this manual.

A Participant may request AHRI to investigate false or improper claims to certification.

9.18 AHRI’s Usage of Private Test Results. Results of private test shall not be used unless previously approved by AHRI. For AHRI to consider private test results, a formal written request shall be made to the AHRI Director, Certification Programs by the company’s Certification Compliance Officer.

9.19 Certification Performance Letters. Certification Performance Letters are sent annually to the Participant’s CEO to relate the Participant’s testing results for the previous three (3) years. If the Participant has no failures throughout that three (3) year time period, the letter shall be accompanied by a certificate acknowledging the Participant’s achievement. When using the Certification Performance Letter or certificate for advertising, only the exact wording from the certificates and/or letter can be used. Further, a
company can only reference its own accomplishments. No comparisons with other companies are permitted.

10. Challenge Tests

10.1 What May be Challenged. Any Participant in the AHRI Certification Program may challenge the certified ratings of another Participant, OEM or PBM, or the ratings of a manufacturer not in the AHRI Certification Program. The challenged product shall fall within the scope of the program. The “challenger” shall be a Participant in the program under which he is challenging a product’s ratings. Products that are not AHRI-certified can, by vote, be challenged by the Product Section.

10.2 Challenge Mediation. Challenges shall be mediated by AHRI and substantiated by product testing.

10.3 Challenging an AHRI Certified Model.

10.3.1 Procedure for Initiating a Challenge. Challenge requests from an AHRI Certification Program Participant shall be submitted, in writing, to the AHRI Vice President, Certification Programs. For each model being challenged, the challenger shall provide AHRI with:

- Model number of the unit being challenged;
- A copy of the disputed ratings in the Directory or advertised ratings if not in the AHRI Program;
- Challenger’s test findings, in accordance with Section 9.16.1, for the sample being challenged; and
- Photos of the unit tested by the challenger to show the model matches the disputed model listed in the Directory. At least one (1) photo of the disputed model’s nameplate, showing the model number, is required. If the model is a system made up of multiple components, at least one (1) photo of each component nameplate is required. All nameplates shall be legible in the photo.

The AHRI Vice President, Certification Programs shall review the materials provided by the challenger and determine if the challenge test is warranted. Within seven (7) calendar days of receiving all items noted above, the AHRI Vice President, Certification Programs shall notify the challenger, in writing, of his decision.

10.3.2 Obtaining Equipment for a Challenge Test. AHRI shall obtain two random samples of the model being challenged. One (1) shall be tested, and the other kept on reserve in the event it is required for a second sample test.

AHRI attempts to obtain such samples from distributors, contractors, or wholesalers and, in such a case, does not notify the challenged party of the challenge request. AHRI may procure samples from challenged party or the challenger, if necessary. AHRI shall notify the challenged party, in writing, once the samples have been obtained and shipped to the Laboratory.

If samples are not readily available from a distributor, contractor, or wholesaler, AHRI shall approach the challenged party to obtain samples or to request a list of sources where the samples could be obtained. In such an instance, it may be necessary to reveal that a product rating has been challenged; however, AHRI shall not divulge the name of the challenger. In such a case, the challenged party is required to produce samples using the selection process for regularly scheduled tests. Failure to comply shall result in the challenged party forfeiting the challenge test and the disputed Basic Model or BMG shall be removed from the Directory. The Participant shall be required to obsolete the Basic Model or BMG and correct all product literature and specifications in accordance with Section 8.2.
10.3.3 **Administering Challenge Tests for Witness Test Programs.** The disputed product shall be tested at the premises of the Laboratory contracted by AHRI to provide testing services. If the Laboratory is unable to conduct the test, the challenge test may be carried out at the challenged party’s laboratory. To host the challenge test, the challenged party shall have a Facility that is approved by AHRI for witness testing. Laboratory personnel shall approve the challenged party’s Facility prior to conducting the challenge test.

If the challenged party’s facility is not approved, AHRI shall locate a Facility for the sample to be tested in. AHRI Certification Program Participants agree to make their Facilities available for Challenge Tests for Witness Testing, if requested by AHRI. The test facility for ENERGY STAR® products shall be recognized by EPA.

Laboratory personnel shall be present for the installation of the sample in the test chamber and for the duration of the test. The sample shall be installed and commissioned in accordance with manufacturer’s instructions, and the unit shall be handled in accordance with Section 9.

10.3.4 **Testing.** Tests shall be conducted in accordance with applicable rating and test standards and in accordance with Section 9. Challenge tests are separate of any regularly scheduled program tests and not included in the calculation of a Participant’s probation or penalty status.

10.3.5 **Test Failures.** If the first sample of the challenged model fails, the challenged party shall receive a copy of the test data and shall be given the options noted in Section 9. The challenged party shall not be told who initiated the challenge. Failure to make a decision or supply samples within the noted time frames shall result in an automatic forfeiture of the challenge test. In such a case or if the final test result is a “fail,” the challenged party is required to correct all publications and ratings to the results obtained by the Laboratory and in accordance with Section 8.2. The corrected ratings shall be shown in the Directory. If the first sample was inoperable and test results could not be obtained, the challenged party shall be given the options noted in Section 9.14.2.4.

If the challenged sample belonged to a PBM and a re-rate or obsolete is required, the associated OEM’s ratings shall also be affected.

10.3.6 **Release of Test Results/Information Regarding Challenge.** The final outcome (pass or fail) of the challenge test shall be released to both parties, in writing, within 15 calendar days of the test’s completion. Only the challenged party (and AHRI) shall receive copies of test data. The challenged party shall not be told who initiated the challenge.

10.3.7 **Challenge Test Fees.** For challenge tests, the same fees apply as those for regularly scheduled testing.

The cost of all fees (e.g. selection, sample shipment and disposition, witness testing facility approval (if applicable), and testing) associated with the challenge test shall be borne by one of the two parties concerned. If the final outcome of the challenge test is a “pass,” the challenging party is responsible for all costs. If the final outcome of the challenge test is a “fail,” the challenged party is responsible for all costs.

If the challenged party elects to test a second sample, all associated costs for the second sample testing shall be paid by the challenged party.

10.4 **Challenging a Non-AHRI Certified Unit.**

10.4.1 **Procedure for Initiating a Challenge of a Non-Certified Model.** A party wishing to challenge the ratings of a non-certified product shall submit, in writing, their challenge request to
AHRI who shall present the challenge request to the applicable certification program’s compliance committee. For each model being challenged, the challenger shall provide AHRI with:

- Model number of the unit being challenged;
- A list of contractors, wholesalers, distributors and contacts, if known;
- A copy of the disputed ratings published by the manufacturer;
- Challenger’s test findings, in accordance with Section 9.16.1, for the unit being challenged; and
- Photos of the unit tested by the challenger to show the model matches the disputed model. At least one photo of the disputed model’s nameplate, showing the model number, is required. The nameplate shall be legible in the photo.

The compliance committee shall review the requested challenge and make a recommendation to the product section. The product section shall vote whether or not to sponsor the test. If the product section votes not to sponsor the test, yet the challenger still wishes to continue the challenge and is willing to pay for all associated costs, then the challenge test may be conducted with AHRI staff’s approval.

10.4.2 Obtaining Equipment for a Challenge Test. AHRI shall obtain two samples of the model being challenged from a wholesaler, contractor, distributor, or if necessary, the product’s manufacturer. If the challenged party is unable to produce the sample, the Challenger may provide samples for the Challenge Tests. One sample shall be tested and the other held in reserve by AHRI if required for a second sample test. It may be necessary for AHRI to divulge that the product is being challenged by the AHRI Certification Program. AHRI shall not divulge the name of the party requesting the challenge.

10.4.3 Testing and Handling of Challenged Sample. The testing shall be administered in accordance with Section 9. If a witness test is necessary, such a test shall be conducted at the challenger’s facility. If the section is sponsoring the challenge test, the section shall vote on where to host the witness challenge test.

10.4.4 Test Failure of Challenged Sample. If a tested product fails its first test, AHRI shall notify the manufacturer that 1) the product’s ratings have been challenged through the AHRI Certification Program, 2) the product has failed a first sample test, 3) offer the manufacturer the opportunity to test a second sample being held on reserve, and 4) notify the manufacturer that final test results shall be published in the AHRI Directory.

10.4.5 Notification of Test Results/Information Regarding Challenge. The final outcome (pass or fail) of the challenge test shall be released to the manufacturer of the challenged product, the challenger, the compliance committee, and the product section. Only the challenged party (and AHRI) shall receive copies of test data. The challenged party shall not be told who initiated the challenge.

10.4.6 Publication and Use of Test Results. The final test results, “pass” or “fail”, along with the ratings published by the manufacturer, shall be shown in the Directory. The listing shall clearly indicate that the product is not AHRI certified but has been tested in accordance with program rules. The listing shall remain in the Directory for one (1) year.

The challenger, any AHRI members, or certification program Participants, are not permitted to advertise the information or data gleaned from the challenge test in their own literature or publications. The only information publicly available about the challenge test is the data shown in the Directory. The challenger may not claim AHRI certification.

10.4.7 Non-Certified Unit Challenge Test Fees. If the section votes to approve the challenge test, all costs shall be divided equally amongst product section members.
If the section does not approve funding the test, yet the challenger agrees to fund the test, then all costs associated with the challenge of the non-certified unit shall be paid by the challenger.

10.5 Disposition of Tested Samples. Regardless of the test result, AHRI shall retain ownership of the tested samples and dispose of the samples in any way it sees fit.

11. AHRI Directory of Certified Product Performance

11.1 Purpose of Directory. Every certified model/BMG is required to be listed in the AHRI Directory of Certified Product Performance. AHRI uses the Directory to:

- Acquire Participant certified ratings for conducting tests;
- Publicly report the certified ratings of equipment;
- Select equipment for testing;
- Conduct certified data verifications requested by the field;
- Compile and send reports to legislative, regulatory, and/or utility agencies who maintain agreements with AHRI to utilize AHRI certified product performance data;
- Allow users to download AHRI Certificates of Product Ratings; and
- Identify tax credit/rebate eligible products.

11.2 Maintenance of Directory Data. Participants are required to:

- List all AHRI certified products in the AHRI Directory of Certified Product Performance, www.ahridirectory.org;
- Keep all Directory data current such that all data contained in the Directory matches the certified ratings displayed in the Participant's product literature, software, and marketing materials;
- Maintain a minimum of one (1) Basic Model or BMG, in "active or "discontinued" status, in the Directory. The model or BMG shall be in "active" or "discontinued" status. If no listing is viewable on the Directory for 180 calendar days, the Participant shall lose certification and shall re-qualify its equipment; and
- Perform their individual data entry/data maintenance work in the Directory. For a fee, AHRI shall provide data entry services. Contact AHRI to request such service.

11.3 PBM Directory Listings. PBMs are not given login access to the Directory as their certified ratings are required to mirror those of the associated OEM products. Any changes to the associated OEM product listing, including rating changes and model status changes, shall also affect the PBM listing and be automatically changed by AHRI.

11.4 Model Status. Each model listed in the Directory is assigned a model status.

11.4.1 Active. Models in “active” status are those that are currently in production.

11.4.2 Discontinued. Models in “discontinued” status are those that the Participant has elected to stop producing, yet stock is still available in their warehouses and shall be sold. Discontinued models shall be listed in the Directory for 12 months unless the Participant requests the listing be removed from the Directory sooner because stock has been depleted.

11.4.3 Obsolete. Models in “obsolete” status are those that the Participant shall no longer produce or sell following an AHRI test failure. Models/BMGs that fail to meet minimum federal performance requirements, if such requirements exist shall be made obsolete. Obsolete models shall be listed in the Directory for 6 months and then removed.
11.4.4 Archive. Models in “Archive” status are those that the Participant no longer produces and shall not be AHRI certified. Archived models are immediately removed from the Directory.

11.5 Proper Display of Participant Selection Rating Software/Catalog in the Directory. Some certification programs do not explicitly quantify certified rating data in the Directory. For these programs, the Participant is required to list the Selection Rating Catalog/Software where certified product ratings can be located. At minimum, the following information shall be provided in the Directory listing:

- Current catalog/software name or number;
- Version/revision number; and
- Issue date.

If the Participant has more than one (1) Selection Rating Software or catalog available to users, each shall be listed in the Directory after approval from AHRI.

All software programs/catalogs listed in the Directory shall be approved by AHRI. Refer to the product-specific OM for Selection Rating Catalog/Software requirements.

11.6 Directory Display of Ratings Following Test Failure. Test failures that result in model/BMG re-rates are noted in the Directory.

### TABLE 9. DIRECTORY DISPLAY OF RE-RATES FOLLOWING TEST FAILURE

<table>
<thead>
<tr>
<th>Model Status</th>
<th>How Re-Rate shall Displayed in Directory</th>
<th>Term for Displaying Re-Rate in the Directory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active</td>
<td>If a model/BMG is re-rated following AHRI test failure, AHRI shall display the ratings achieved by the Laboratory alongside a “WAS” line showing the model/BMG’s rating prior to test</td>
<td>Rating remains in place until the model/BMG is no longer certified or until the model/BMG is tested again and validates an improved certified rating. The “WAS” line shall be removed six (6) months following re-rate. “WAS” lines may remain longer than 12 months for catalog and/or software listings pending AHRI’s receipt of corrected catalog or software. At no time following re-rate may the Participant change the rating to be better than the test results.</td>
</tr>
<tr>
<td>Discontinued</td>
<td>Rating and “WAS” line remains for 12 months unless the Participant requests the listing be removed from the Directory sooner because stock has been depleted</td>
<td></td>
</tr>
<tr>
<td>Obsolete</td>
<td>Rating and “WAS” line remain in place for 6 months. Then the product shall be removed from the Directory.</td>
<td></td>
</tr>
</tbody>
</table>

11.7 Data Locks. Directory data shall be locked, and incapable of being modified by the Participant, when:

- Basic Model/BMG is in “obsolete” status;
- Basic Model/BMG has been selected for testing. The listing shall be unlocked after testing is complete;
- Rating method (e.g. Selection Rating Software) additions/revisions are pending AHRI approval;
- Basic Model/BMG is a counterpart model/BMG and is pending AHRI approval;
• Participant is in Probation Mode and wishes to add a new Basic Model or BMG. AHRI shall review and approve test reports submitted by the Participant before the new Basic Model or BMG can be added to the Directory; and/or
• Participant is in Penalty Mode and wishes to add a new Basic Model or BMG. AHRI shall test and approve new Basic Models/BMGs before they can be added to the Directory.

11.8 **AHRI Removal of Directory Data.** AHRI shall remove data from the Directory when:

• Applicant or Participant fails to comply with the terms of the Governing Documents;
• Applicant or Participant is terminated from the program;
• 12 months (or less if directed by Participant) after a model/BMG is placed in “discontinued” status; OR
• Six (6) months after a model/BMG is placed in “obsolete” status.

11.9 **Assignment of Directory User Names/Passwords.** Each OEM program Applicant or Participant is assigned one user name and password per program that allows uploading, editing, and deletion of the Applicant/Participant’s own data. To obtain a username and password, contact the Technical Analyst, Certification Programs.

11.10 **Technical Assistance for Directory Usage.** Contact the Technical Analyst, Certification Programs for assistance in using the Directory.

12. Assessment and Payment of Certification Fees

12.1 **Fees Collected by AHRI.** Operational costs of the certification program are determined by AHRI based on the required program expenses. AHRI shall collect the following fees from the Participant. The list is intended to be comprehensive, but may not be all-inclusive:

• Annual licensing fee;
• Annual participation fee;
• Second sample test fees;
• Replacement sample test fees for inoperable or defective units;
• Participant witness test stand re-qualifications following test stand malfunction;
• Counterpart model tests;
• Additional annual tests required if the Participant enters Penalty Mode;
• Monetary penalties for Penalty Mode Participants;
• Qualification tests for Penalty Mode Participants wishing to introduce new products;
• Challenge test fees;
• Discretionary test fees; and
• Facility and Laboratory audit fees for AHRI and ENERGY STAR® testing (if applicable).

12.2 **Additional Fees.** The Participant is responsible for the following additional fees paid to others, if applicable. The list is intended to be comprehensive, but may not be all-inclusive:

• Shipping costs to and from the Laboratory;
• Laboratory fees for making repairs and adjustments to test samples;
• Laboratory expenses for attempting to test inoperable samples;
• Private tests or any tests that are requested by the Participant that are beyond the requirement for AHRI certification testing;
• Laboratory expenses for occupying the test stand while waiting for defective claims to be reviewed or unit repairs to be made;
• Private tests requested by a Participant to provide supporting data for initiating a challenge test;
• Laboratory personnel travel and maintenance (lodging and meals) for programs supporting witness testing and ENERGY STAR® laboratory audits;
• Expenses for Laboratory personnel hours, travel, and maintenance (lodging and meals) in the event the Participant’s witness test stand is inoperable or malfunctioning, resulting in the incompletion of test; and
• Participant laboratory qualifications that are not associated with a certification test.

12.3 **Schedule of Certification Fees.** Refer to [www.ahrinet.org](http://www.ahrinet.org), or contact AHRI, for information regarding testing fees (and facility approval if applicable).

Note: Applicants may incur additional/different fees during the qualification process. Contact AHRI for more information.

12.4 **Payment Deadlines.** All AHRI invoices are expected to be paid in full within 30 calendar days of invoice date. AHRI shall not perform testing, or functions related to testing, without first receiving payment. Participants shall be subject to termination per Section 14.2.2 for failure to provide invoice payment.

12.4.1 **Payment of Annual Licensing and Participation Fees – For Participants.** Annual licensing and participation fee invoices are sent in December and payment is applied to the following year. Payment is expected by 1 February (e.g. 2012 certification invoices are sent out in December 2011 and due 1 February 2012). A quarterly payment option, which includes a finance charge, is available to Participants already established in the program.

12.5 **Explanation of Licensing Fee.** Payment of the licensing fee authorizes the Participant to claim AHRI certification and use the AHRI Performance Certification Mark. The licensing fee also covers the cost of the AHRI Certification Mark labels which are provided by AHRI.

For OEM Participants, the licensing fee is based on the Participant’s reported annual certified product sales volumes (products which fall within the scope and the Intended Market of the product-specific certification program). The OEM Participant’s licensing fee is calculated as:

Annual licensing fee = Participant’s reported certified product sales volume (USD) x licensing fee rate

For PBM Participants, the licensing fee is a fixed value.

12.5.1 **Reporting Certified Product Sales Volumes.** All shipments bearing AHRI certification shall be accounted for in a report submitted by the OEM. Data is required for each certification program in which the OEM Participant belongs.

Each summer, AHRI shall request the Participant to report the actual sales (in USD) of certified products from the previous year (e.g. data reported in July 2006 should reflect sales from 1 July 2005 – 30 June 2006). Certified product sales volume reports shall be returned to AHRI within 30 calendar days of the request. AHRI shall keep all sales volume information confidential.

12.5.1.1 **Failure to Report Certified Product Sales Volumes.** Failure to submit a completed Product Sales Volume form by the deadline shall result in Termination for Non-Submittal of Certified Product Sales Volume.

12.6 **Explanation of Participation Fee.** The participation fee, which is assessed only to OEM Participants, covers costs of the Participant’s testing fees and a portion of the overhead administrative costs of the AHRI certification program.

12.7 **Voluntary Withdrawal or Termination from the Program.** Barring any outstanding payments owed to AHRI, a Participant that voluntarily withdraws or is terminated from the certification program shall receive
a refund for paid participation fees that have not yet been applied towards equipment testing. Licensing fees shall not be refunded.

AHRI shall not provide refunds to Participants that have any outstanding certification fee invoices.

12.8 **Dissolution of a Program.** Barring any outstanding payments owed to AHRI, if a certification program is dissolved, all who participated shall receive a refund for paid participation fees that have not yet been applied towards equipment testing. Licensing fees shall not be refunded.

AHRI shall not provide refunds to Participants that have any outstanding certification fee invoices. Payment details are determined by the AHRI Certification Programs and Policy (CP&P) Committee.

12.9 **Questions Regarding Invoices or Certification Fees.** All questions regarding invoices or certification fees should be addressed to the Manager, Certification Administrator ([certification@ahrinet.org](mailto:certification@ahrinet.org)).

## 13. Participant Contacts

13.1 **Maintenance of Contacts.** A Participant is required to name and maintain contact information for the individuals who are responsible for managing the company’s participation in the program. AHRI shall be notified immediately of any changes to the contact list. Additionally, the Laboratory shall be notified immediately of any changes to the primary and secondary test support contacts.

13.1.1 **Method for Declaring/Updating Contacts.** Designated contacts can be changed by submitting the Application for AHRI Certification to AHRI’s Certification Programs Administrator. An electronic copy of this form may be obtained from AHRI’s Certification Programs Administrator. To maintain the accuracy of AHRI’s records, AHRI shall periodically ask Participants to verify/correct contact information.

Additionally, the Participant shall notify the Laboratory of any changes to the primary and/or secondary test support contacts.
### TABLE 10. PROGRAM PARTICIPANT CONTACTS

<table>
<thead>
<tr>
<th>Role</th>
<th>Responsibility</th>
</tr>
</thead>
</table>
| AHRI Certification Program Compliance Officer | This individual is responsible for ensuring the Participant's compliance with AHRI Certification Program rules including, but not limited to:  
- issues relating to the Certification Agreement;  
- receiving certification test selections, scheduling selections and tests;  
- managing actions following inoperable sample or test failure;  
- Directory listings;  
- certification sales volumes inquiries; and  
- program violations and/or terminations  

Unless otherwise noted in this manual, or the Product-Specific Operations Manual, all written notifications generated by AHRI shall be sent to the Certification Program Compliance Officer. This individual shall also receive courtesy copies of all invoices. |
| Primary and Secondary Test Support Contacts    | These individuals shall be contacted by the Laboratory in the event a sample appears to be inoperable or failing test. These individuals are permitted to provide guidance to the Laboratory regarding proper sample installation and operation. These individuals shall be able to respond to Laboratory inquiries within two (2) hours assuming a 24 hour / 7 day per week testing schedule. |
| Billing Contact                                | This individual receives all invoices related to AHRI certification and is responsible for invoice approval and payment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Marketing Contact                              | To increase the value to Participants, AHRI is dedicated to promoting its certification programs and the AHRI Performance Certified brand to the HVACR industry and its consumers. Participants are encouraged to help with this promotion by advertising their products' certification status and ratings. AHRI shall occasionally contact the marketing contact to inquire about the Participants’ marketing efforts, inform them of AHRI’s marketing and brand awareness efforts, and to update and educate Participants on AHRI's brand usage guidelines. |
| Chief Executive Officer (CEO)/President        | AHRI provides the Participant's CEO with an annual summary of the corporation’s performance in the program. These summaries are typically sent in June reporting the previous year’s performance. Any Participant that achieves zero first sample test failures within three (3) consecutive years shall also receive a certificate of commendation from the Chairman of the Board of Directors and the President of AHRI. AHRI may contact the CEO if the corporation’s performance in the program is excessively or consistently poor, or if the corporation is facing publication of program violations in the Directory or termination from the program. |
14. Issuance of Violations and/or Termination

14.1 Program Violation. When a Participant breaches any term(s) of the Governing Documents, they shall receive a program violation. Each instance of program violation shall remain on the Participant’s record for five (5) consecutive years from the violation letter date.

14.1.1 Program Violation Letter. AHRI shall send a program violation letter via certified mail providing:

- The specific term(s) of the Governing Documents breached;
- The assigned Violation Tier Type per Table 11;
- Required corrective action with deadline and, in some cases, a request for evidence of corrective action; and
- Instructions for appealing the violation.

### TABLE 11. PROGRAM VIOLATION TIER TYPES AND EXAMPLES

| Tier 1: Major Violations | • Misrepresentation of AHRI Certified Data;  
|                          | • Misleading marketing using the AHRI name or AHRI Certification Mark;  
|                          | • Improper or unauthorized claims to AHRI Certification;  
|                          | • Violations of Certify-All Policy;  
|                          | • Failure to maintain accurate product data in AHRI Directory;  
|                          | • Failure to issue corrections to marketing materials for a re-rate due to test failure; or  
|                          | • Failure to correct either a Tier 1 or Tier 2 program violation. |

| Tier 2: Minor Violations | • Failure to provide AHRI with most recent issue of Selection Rating Software;  
|                          | • Failure to update product-specific Basic Model Group (BMG) or data submittal forms;  
|                          | • Failure to provide test samples for selection within required timeframe; or  
|                          | • Test samples not received by the Laboratory within the required timeframe. |

*Note: The examples in this table are not exhaustive. For violations not covered in this example, AHRI shall assign a Program Violation Tier in accordance with the severity of the Governing Document breach.*

14.1.2 Participant Response to Program Violation. Within 15 calendar days of the violation letter date, the Participant shall:

- Respond, in writing, to the AHRI Vice President, Certification Programs, with a report of the corrective action it has taken and, if requested, proof of correction; and
- If the Participant does not agree the program violation is warranted, the Participant may file an appeal in accordance with Section 15.5.

Unless an appeal has been filed, failure to submit a corrective action response to AHRI within 15 calendar days of the violation letter date shall be grounds for a Tier 1 program violation.

14.1.2.1 AHRI Review of Corrective Action. Within seven (7) calendar days of receipt, AHRI shall review the Participant’s corrective action submission and respond to the Participant, in writing, with its approval or disapproval.
AHRI shall approve the submission if it demonstrates the Participant has complied with the corrective action and evidence of submission requirements noted in the violation letter. Even if approved, the program violation shall remain on the Participant’s record per Section 14.1.

AHRI shall not approve the submission if it fails to demonstrate the Participant’s compliance with the requested corrective action and evidence submission, and the Participant shall receive a Tier 1 program violation if an approved corrective action submission is not completed within 15 calendar days. If the Participant does not agree with the judgment, an appeal can be filed in accordance with Section 15.5.

14.1.3 Accumulation of Program Violations. If program violations accumulate, they shall have consequence per Table 12.

<table>
<thead>
<tr>
<th>Number of Program Violations Accumulated within A Consecutive 5-year Period</th>
<th>Consequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three (3) Tier 1 violations</td>
<td>Participant shall be terminated from the certification program for one (1) year subsequent to the termination date</td>
</tr>
<tr>
<td>Three (3) Tier 2 Violations</td>
<td>Equivalent to receiving one (1) Tier 1 violation</td>
</tr>
</tbody>
</table>

14.2 Program Termination. Program termination voids the signed Certification Agreement and cancels the Participant’s right to claim AHRI certification. Program termination can be voluntary or imposed by AHRI.

14.2.1 Voluntary Termination. A Participant may voluntarily terminate its own participation in a program by:

- Requesting, in writing, to terminate its participation in accordance with the signed Certification Agreement; or
- Failing to re-execute Certification Agreement by the indicated deadline.

14.2.2 Termination by AHRI. AHRI shall terminate a Participant from the program if:

- Payment of an AHRI invoice is 30 calendar days overdue; or
- Participant’s certified product sales volume report is 30 calendar days overdue.

When a Participant is terminated from the program by AHRI, they shall receive a program termination letter, sent via certified mail from AHRI, providing the reason for termination and instructions for appeal. Upon termination, the Participant’s listings in the Directory shall be removed. The Participant may file a termination appeal in accordance with Section 15.5.

14.2.3 Reinstatement Following Program Termination or Resignation. A former Participant seeking reinstatement to a program must apply as an Applicant and complete the qualification process. Prior to reinstatement, the former Participant is required to provide payment for any outstanding AHRI certification invoices. Upon AHRI receiving all outstanding payments, the Applicant may proceed with the qualification process.

A reinstated Participant who had exited the program with program violation(s), shall re-enter the program with a record of violations issued within the past five (5) years.
14.2.3.1 **Waiting Period for Reinstatement.** A former Participant who voluntarily resigned from the program may apply and begin the qualification process at any time.

A former Participant terminated from the program by AHRI may apply no sooner than one (1) calendar year subsequent to the termination date.

14.2.3.1.1 **Exception for PBMs for Waiting Period for Reinstatement.** PBMs that are terminated for non-payment of fees may apply to join the certification program without having to wait the one (1) calendar year from the termination date. All outstanding obligations will be due prior to rejoining the certification program.

15. **Program Hierarchy, Communications, Disputes, Complaints, and the Appeals Process**

15.1 **Program Hierarchy and Responsibility.** All bodies within the hierarchy of the AHRI Certification Program are tasked with maintaining the integrity of the certification program to increase its value to the HVACR industry and its consumers. In the order noted below, the bodies may be required to review, and vote on, an Applicant or Participant’s appeal of an AHRI decision (e.g. discontinuation of qualification process, defective failure claim denial, test failure, fee assessment), program violation, or termination.

15.1.1 **AHRI Vice President, Certification Programs.** The AHRI Vice President, Certification Programs is tasked with overseeing the daily operations and administration of the AHRI certification program and enforce the procedures and rules noted in the Governing Documents.

15.1.2 **Certification Programs and Policies (CP&P) Committee.** The CP&P Committee is tasked by the AHRI Executive Committee to oversee the operations of all AHRI Certification Programs and has authority to act on behalf of the AHRI Executive Committee. The CP&P Committee is comprised of individuals that are employees of AHRI member companies. The members of the CP&P committee are appointed by the AHRI Chairman. The CP&P Committee approves all certification programs and governing documents; recommends the development and dissolution of certification programs; continually reviews certification program performance and maintenance procedures; and suggests changes to the administrative procedures and policies. The CP&P Committee is responsible for the contents of the General OM, gives final approval to the Product-Specific OM, and provides interpretation of certification program policies. The CP&P Committee has the authority to direct the individual compliance committees and product sections to take action regarding the operations of their respective programs.

15.1.3 **Executive Committee.** The Executive Committee consists of officers of AHRI member companies that are elected by the AHRI Board of Directors. The Executive Committee monitors the procedures, policies, and performance of the AHRI Certification Program and reviews decisions made by the CP&P Committee.

15.1.4 **AHRI Board of Directors.** The AHRI Board of Directors is comprised of AHRI members – the Chairman of each product section and an equal number of Directors-at-Large. The Board of Directors monitors the procedures, policies, and performance of the AHRI Certification Program.

15.2 **Accrediting Body.** The AHRI Certification Programs are accredited to ISO Guide 65 by the Standards Council of Canada (SCC). The SCC conducts an annual review of AHRI Certification Program procedures and operations. After all levels of appeal within the AHRI Certification Program hierarchy are exhausted, the SCC is the final level of appeal for program violations and or termination.

15.3 **Communication between Parties.** Although most of the communication between parties can be conducted informally, this manual and product-specific manuals specify certain communications that are required to be in writing. Acceptable written methods of communication include delivery by the United
States Postal Service or other mail carrier, email, or facsimile. Communications related to corrective action requests, program violations, application or program termination, or decision appeals filed by the Applicant or Participant may be transmitted via email or facsimile, but shall also be delivered by the United States Postal Service or other mail carrier.

Unless otherwise noted, written communications from AHRI to the Applicant or Participant shall be given to the most recent Certification Program Compliance Officer on record.

Unless otherwise noted, written communication to AHRI shall be given to the Certification Engineer for the respective certification program. Communications related to corrective action requests, program violations, program termination, or decision appeals shall be given to the Vice President, Certification Programs.

AHRI’s mailing address is:

Air-Conditioning, Heating, and Refrigeration Institute
2111 Wilson Boulevard, Suite 500
Arlington, VA 22201

15.4 Registering Comments, Disputes, and Complaints. Comments and complaints regarding the operation of the AHRI Certification Program are to be submitted, in writing, to the AHRI Vice President, Certification Programs and shall be dealt with in a constructive and timely manner. They shall be noted in the certification program’s quality system documentation and the sender shall receive a written or verbal response regarding AHRI’s intended action.

15.5 Appealing an AHRI Decision/Program Violation/Termination. An Applicant or Participant disagrees with a decision, program violation, or termination, has the right to appeal the judgment.

Appeals shall be conducted in the order of the AHRI Certification Program hierarchy, beginning with the Vice President, Certification and, if necessary, ending with the SCC.

To be considered, the appeal shall be received within 15 calendar days of the AHRI decision, violation letter, or termination notice. Failure to file within that timeframe forfeits the Participant’s opportunity to appeal the decision, violation, or termination at a later date and the judgment shall be upheld.

15.5.1 Appeals Requirement. The Applicant or Participant shall file a request for appeal, in writing, to the AHRI Vice President, Certification Programs. The appeal shall include:

- Specific reason(s) why the decision is incorrect or the violation or termination is unwarranted; and
- If available, supporting evidence to support the appeal.

15.5.2 Appeal Review by AHRI Vice President, Certification Programs. As the first level of appeal, the Vice President, Certification Programs shall review the submitted appeal. Within seven (7) calendar days of receipt, he/she shall respond, in writing, with a decision.

If the appeal is approved, the decision shall be overturned or the violation or termination stricken from the Applicant or Participant’s record.

If the appeal is not approved, the Applicant or Participant has 15 calendar days from the date of the Vice President’s decision to:

- Take corrective action; or
- Appeal the decision, violation, or termination to the hierarchy of the certification program in accordance with Section 15.5.
Any violation which is not appealed by the Participant shall be corrected within the allotted timeframe; else another violation shall be issued.

Request for further appeal within the program hierarchy shall be sent, in writing, to the AHRI Vice President, Certification Programs.

15.5.3 **Appeal Hearings.** Appeal hearings are required for appeals above the AHRI Vice President, Certification Programs. In an appeal hearing, the reviewing body votes to uphold or overturn the subject decision, violation, or termination.

15.5.3.1 **Preparation for an Appeal Hearing.** Participant appeals, and any supporting documentation to be reviewed during the appeals hearing, shall be sent, in writing, to the AHRI Vice President, Certification Programs. The Vice President shall coordinate and schedule all appeal hearings. The Vice President shall forward members of the reviewing body information provided by the Participant. Prior to providing AHRI with information that is intended to be distributed to members of the reviewing body; the Participant shall carefully review all information for conformity with federal, local, and state antitrust laws. Such information should be received by AHRI at least 30 calendar days in advance of the hearing date to allow sufficient time for distribution and review.

15.5.3.2 **Appeal Hearing Location and Participants.** Appeal hearings are typically, and preferably, held at AHRI Headquarters in the presence of the Participant, members of the reviewing body, and AHRI staff. If an appeal hearing at AHRI Headquarters shall be significantly delayed due to the unavailability of reviewing body members or the Participant, members of the reviewing body or the Participant may be asked to participate in the hearing telephonically.

The Participant shall participate in the appeal hearing or else forfeit the appeal. In such a case, the decision, violation, or termination stands and no further appeal can be made.

15.5.3.3 **Appeal Hearing Voting Requirements.** A typical hearing consists of presentations by the Participant and AHRI, a question and answer period conducted by the reviewing body, the reviewing body’s deliberation, and a vote by the reviewing body to uphold or overturn the subject decision, violation, or termination. At least 50% of the membership of the reviewing body shall be available to hold the appeal hearing.

A majority vote of the reviewing body present (including any assigned proxy votes) is required to overturn a decision, violation, or termination. In the case of a tie, the program decision, violation, or termination shall stand.

15.5.4 **Directory Listings during the Appeals Process.** If a program violation has resulted in the Participant’s listing(s) being removed from the Directory, the listing(s) shall remain hidden until the appeals process has ended. AHRI is not responsible for damages arising from the removal of the listings.

15.6 **Antitrust Laws and Confidentiality.** All parties are obliged to abide by all federal, state, and local antitrust laws.

Information provided by the Participant and AHRI to members of an appeal reviewing body is to be kept confidential.
16. ENVIRONMENTAL PROTECTION AGENCY (EPA) ENERGY STAR® TESTING REQUIREMENTS

16.1 AHRI and ENERGY STAR®. The EPA has developed requirements for the testing and verification of ENERGY STAR® products. These include:

- Qualification prior to labeling,
- Laboratory qualification, and
- Comprehensive verification testing.

As of 30 December 2010, all products seeking ENERGY STAR® qualification shall be part of a third-party certification program. AHRI is an EPA recognized Certification Body (CB) and AHRI Certification Program Participants can meet ENERGY STAR® qualification and verification requirements without any additional testing on products they wish to label ENERGY STAR®. ENERGY STAR® program and partner requirements can be found at www.energystar.gov.

Only AHRI Certification Program Participants may choose AHRI as their CB for ENERGY STAR®. The Participant shall submit an ENERGY STAR® Authorization Form that designates AHRI as the CB and submit product data to EPA. The authorization form can be found at www.ahrinet.org.

16.2 ENERGY STAR® Product Qualification. In order to qualify new products as ENERGY STAR®, the Participant shall submit the following information to AHRI:

- Complete ENERGY STAR® Certified Product Data Submission Form; and
- Test report(s) of the representative model for each Basic Model or Basic Model group submitted.

16.3 ENERGY STAR® Laboratory Requirements. A Participant’s submitted test report shall be accepted by AHRI, if it is submitted from one (1) of the following:

- The Participant’s laboratory; which shall either be:
  - Audited by AHRI. If this option is chosen, the Participant shall request an audit by completing an audit request form;
    - Annually, the Laboratory shall audit the Participant’s laboratory using the AHRI ENERGY STAR® Facility Checklist. The checklist can be found at www.ahrinet.org;
    - Once the audit has been conducted and the Facility has been approved, the Participant shall be given its Facility’s EPA-Issued Organization ID.
  - Already audited and approved by another EPA recognized CB, other than AHRI. The Participant shall provide the audit report to AHRI for approval; or
  - Accredited to ISO 17025 to the test method applicable to the product test reports submitted, by an EPA recognized accreditation body. The Participant shall provide the audit report to AHRI. The Participant’s laboratory shall also be recognized by EPA for that product category.
- An EPA-recognized third party laboratory. The Participant shall identify the laboratory’s EPA-Issued Organization ID.

16.4 ENERGY STAR® Annual Testing Requirements. AHRI shall select at least 10% of each Participant’s ENERGY STAR® Basic Models or BMGs (that are registered or certified with AHRI) as part of the AHRI Annual Testing Requirement, with a minimum of one (1) model tested annually.

16.5 ENERGY STAR® Test Sample Sizes, and Determination of Test Failures. EPA Directive No. 2011-04 provides instructions to CBs on test sample sizes for ENERGY STAR® products and determining testing failures. Products shall be tested for purposes of verification consistent with how they were qualified in the ENERGY STAR® program. Participants shall choose one (1) of the following approaches: (both approaches apply to federally regulated products):
16.5.1  **ENERGY STAR® Test Procedure for Single Test Sample Approach.** The Participant qualified the model for ENERGY STAR® by submitting to AHRI one (1) test report. If this approach is chosen then, when selected for AHRI annual verification testing one (1) sample shall be procured. When the sample is tested it shall have to meet or exceed the ENERGY STAR® specification.

16.5.1.1  **Failure for ENERGY STAR®.** If the sample fails to meet the ENERGY STAR® specification requirements, AHRI is required to report testing failures to EPA within two (2) calendar days. EPA shall then contact the Participant and request additional information on the cause of the failure. Refer to Figure 5.

16.5.2  **ENERGY STAR® Test Procedure for Multiple Test Sample Approach.** The Participant qualified the model for ENERGY STAR® by submitting to AHRI multiple test reports from multiple test samples (e.g., per DOE certification sampling plan). If this approach is chosen then, when selected for AHRI annual verification testing then four (4) samples shall be procured, at once. When selected by AHRI for verification testing the four (4) samples shall be wrapped with tamper proof tape by the Laboratory, but only one (1) sample shall be sent to the Laboratory for testing. The Laboratory personnel shall randomly designate the first sample selection.

16.5.2.1  **Test Failure for Multiple Test Sample Approach.** If the tested first sample fails to meet the ENERGY STAR® specification requirements by greater than 5% then the remaining three (3) samples shall be immediately sent to the Laboratory for testing. The four (4) test results shall be used to determine if the model meets the ENERGY STAR® specification based on the calculations in Directive No. 2011-04. If the calculations determine that the model does not meet ENERGY STAR® specifications, AHRI is required to report testing failures to EPA within two (2) calendar days of determining a test failure. In cases where the product-specific Operations Manual does not provide pass/fail criteria for up to four samples, compliance with AHRI test requirements shall be determined in accordance with Figures 6 and 7.

16.6  **Fees for using AHRI as the Participant’s ENERGY STAR® CB.**

16.6.1  **Test Fees.** Annual testing for ENERGY STAR® program requirements is included in the AHRI Annual Participation Fee Invoice.

16.6.2  **Participant Laboratory Approval Fees.** Participant laboratory audit fees are not included in the AHRI Annual Participation fee. The Participant shall be invoiced separately for the one (1) day audit and auditor’s travel and lodging expenses.
**FIGURE 5. SINGLE TEST APPROACH PROCESS**

**Single Test Approach** (Refer to Section 16.5.1)

Determination of ENERGY STAR® Pass/Fail Requirement: *Measured performance must be equal to or better than the ENERGY STAR® specification requirements.*

---

**SINGLE TEST APPROACH**

Manufacturer shall have 3 samples available for selection. Manufacturer will ship selected sample to the laboratory for testing.

---

**FIRST SAMPLE PASS/FAIL SCENARIOS**

**SCENARIO 1**

PASSES AHRI TOLERANCES AND PASSES ENERGY STAR REQUIREMENTS

- No action needed

---

**SCENARIO 2**

Fails AHRI tolerances but passes ENERGY STAR requirements

- Engineer will send MDF to manufacturer for 1st sample failure options

---

**SCENARIO 3**

PASSES AHRI TOLERANCES BUT FAILS ENERGY STAR REQUIREMENTS

- Engineer will inform Senior Engineer & Coordinator of failure and fill out the ENERGY STAR failure report form. Engineer will inform manufacturer that failure will be reported to EPA within 2 business days.

---

**SCENARIO 4**

Fails AHRI TOLERANCES AND FAILS AHRI ENERGY STAR REQUIREMENTS

- Engineer will inform Senior Engineer & Coordinator of failure. Engineer will send MDF to manufacturer for 1st sample failure options.

---

If 2nd sample option is chosen, manufacturer ships 2nd sample to the laboratory for testing.

---

If 2nd sample fails to meet ENERGY STAR requirements (less than ES specification requirements)

- Engineer will inform Senior Engineer & Coordinator of failure and fill out the ENERGY STAR failure report form. Engineer will inform manufacturer that failure will be reported to EPA within 2 business days.
FIGURE 6. MULTIPLE TESTS APPROACH PROCESS

**Multiple Tests Approach** (Refer to Section 16.5.2)

**Determination of ENERGY STAR® Pass/Fail Requirement:**

**First Sample:** If measured performance of first sample fails to meet the applicable ENERGY STAR® specification by 5% or more, three additional units shall be tested.

![Diagram Illustrating Multiple Tests Approach Process]

**SCENARIO 1**

- Passes AHRI tolerances and passes ENERGY STAR requirements
- **NO ACTION NEEDED**

**SCENARIO 2**

- Fails AHRI tolerances but passes ENERGY STAR requirements
- **ENGINEER WILL SEND MDF TO MANUFACTURER.**

**IF 2nd SAMPLE OPTION IS CHOSEN, MANUFACTURER SHIPS 2nd SAMPLE TO THE LABORATORY FOR TESTING**

**IF 2nd SAMPLE FAILS TO MEET ENERGY STAR REQUIREMENTS (fails by 5% or more)**

**IF FAIL TO MEET ENERGY STAR REQUIREMENTS, MANUFACTURER SHIPS REMAINING 2 SAMPLES TO THE LABORATORY FOR TESTING**

**SCENARIO 3**

- Passes AHRI tolerances but fails ENERGY STAR requirements (Refer to Note 1)
- **MANUFACTURER SHIPS REMAINING 3 SAMPLES TO THE LABORATORY FOR TESTING.**

**SCENARIO 4**

- Fails AHRI tolerances and fails AHRI ENERGY STAR requirements (Refer to Note 1)
- **NO MDF SENT TO MANUFACTURER. MANUFACTURER SHIPS REMAINING 3 SAMPLES TO THE LABORATORY FOR TESTING.**
**FIGURE 7. FOUR SAMPLES PASS/FAIL SCENARIOS**

*Four Samples: Use mean and formula from Directive 2011-04 to determine whether it meets ENERGY STAR® specification requirements.*

<table>
<thead>
<tr>
<th>SCENARIO 1</th>
<th>SCENARIO 2</th>
<th>SCENARIO 3</th>
<th>SCENARIO 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PASSES AHRI TOLERANCES AND PASSES ENERGY STAR REQUIREMENTS</strong></td>
<td><strong>FAILS AHRI TOLERANCES BUT PASSES ENERGY STAR REQUIREMENTS</strong></td>
<td><strong>PASSES AHRI TOLERANCES BUT FAILS ENERGY STAR REQUIREMENTS</strong></td>
<td><strong>FAILS AHRI TOLERANCES AND FAILS AHRI ENERGY STAR REQUIREMENTS</strong></td>
</tr>
</tbody>
</table>

**NO ACTION NEEDED**
- MANUFACTURER HAS THE OPTION TO RE-RATE OR OBSOLETE. (Exception: additional options for programs that have additional samples available)
- ENGINEER WILL INFORM SENIOR ENGINEER & COORDINATOR OF FAILURE AND FILL OUT THE ENERGY STAR FAILURE REPORT FORM. ENGINEER WILL INFORM MANUFACTURER THAT FAILURE WILL BE REPORTED TO EPA WITHIN 2 BUSINESS DAYS.
- MANUFACTURER HAS THE OPTION TO RE-RATE OR OBSOLETE. (Exception: additional options for programs that have additional samples available)
- ENGINEER WILL INFORM SENIOR ENGINEER & COORDINATOR OF FAILURE AND FILL OUT THE ENERGY STAR FAILURE REPORT FORM. ENGINEER WILL INFORM MANUFACTURER THAT FAILURE WILL BE REPORTED TO EPA WITHIN 2 BUSINESS DAYS.

**Note 1: First Sample Failure under Multiple Tests Approach (*)**
In the case when a manufacturer agrees with the first sample failure and chooses to re-rate, the manufacturer will not have to send the 3 additional samples to the Laboratory. AHRI will report the first sample failure to EPA.

**Note 2: Final Pass/Fail Ratings from 4 Samples**
To determine whether the final ratings (from results of 4 samples) pass or fail:
- ENERGY STAR ratings: Use verification formula from Directive 2011-04
- Federally regulated minimum efficiency ratings: Use DOE verification plan
  - If fails: use DOE sampling plan to re-rate
- Non-federally regulated ratings: Use mean

**Note 3: BMG Re-rates**
If a model is re-rated in a BMG that contains ENERGY STAR models:
- Engineer needs to check that ENERGY STAR model(s) in BMG still meet ENERGY STAR specification requirements
  - If rating(s) of model(s) fall below the ENERGY STAR requirements due to re-rate, AHRI will inform EPA/update the ENERGY STAR Qualified Products List (QPL) to remove the affected listed model(s).