



TABB Quality Assurance Program

1. Background

TABB seeks to ensure the integrity of its certification program by: (a) setting eligibility criteria for TABB Certified Supervisors and TABB Certified Contractors, (b) establishing testing procedures for TABB Certified Supervisors, (c) requiring continuing education and continuous compliance with eligibility criteria for renewal of certification, and (d) periodically reviewing TABB’s recognition of the TABB technician certification process used by the International Training Institute for the Sheet Metal and Air Conditioning Industry (“ITI”). High quality work on the part of TABB Certified Technicians and TABB Certified Supervisors and TABB Certified Contractors (“TABB Professionals”) is essential to the integrity of the TABB Certification Program. TABB offers this TABB Quality Assurance Program to help assure high-quality work. By accepting TABB qualification or certification, each TABB Professional accepts the responsibilities of this Program.

2. Quality Assurance

Each and every customer of a TABB Certified Contractor shall be entitled to expect: (1) that testing, adjusting and balancing work by the contractor and its TABB Professionals will meet TABB standards; (2) that testing, adjusting and balancing reports provided to the customer will have been prepared by a TABB Certified Technician, and reviewed by a TABB Certified Supervisor; and (3) that the report(s) will include accurate measurements that are consistent with the date and mode of operation of the systems being tested.

3. Customer Complaint Procedures

3.1 Contractor’s Customer Satisfaction Procedure

Each TABB Certified Contractor is expected to address customer complaints in accordance with the TABB Customer Satisfaction Procedure. To obtain and maintain TABB Certification, a contractor must have and follow that Procedure.



3.2 Customer Complaints

If, and only if, after completing the steps in the TABB's Customer Satisfaction Procedure, a testing, adjusting and balancing customer is still dissatisfied with a TABB Certified Contractor's testing, adjusting and balancing work or report, the customer may make a complaint to TABB. TABB will consider a customer complaint:

- (a) Only if the customer has sought satisfaction pursuant to the contractor's Customer Satisfaction Procedure, without success, and
- (b) Only if the testing, adjusting and balancing report has been both signed or stamped by the TABB Certified Technician who performed the work and issued with the contractor stamp (manual stamp or electronic stamp issued by TABB itself) or signature, and
- (c) Subject to all limitations in Sections 3.3 and 5, below.

The requirement of item (b), above, is to assure that the testing, adjusting and balancing work was in fact performed by a TABB Certified Technician and with appropriate supervision by a TABB Certified Supervisor.

3.3 Exclusivity

TABB will only consider a customer complaint, if the customer acknowledges and agrees in writing on the form provided by TABB, that any actions pursuant to this TABB Quality Assurance Program and the procedures set forth in the ICB Certification Manual will be the customer's sole remedy. If a customer initiates arbitration or other action against the TABB Certified Contractor that performed the work in question ("Responsible Contractor") or other TABB Professionals before completion of all of the steps contemplated by this Quality Assurance Program, or before the agreed timetable for any mutually agreed corrective work, TABB shall take no further action on or with respect to the customer's Complaint and TABB's involvement shall cease. TABB, the ICB and National Energy Management Institute are not proper parties to such an arbitration.



4. TABB Action on Customer Complaints

Specific TABB action on a customer complaint will depend upon the particular facts and circumstances. Generally, TABB will proceed as follows:

4.1 Preliminary Evaluation and Communication

TABB's administration will contact the customer and the Responsible Contractor usually by telephone at this stage, to collect information.

TABB's administrator (or designee) will review the Responsible Contractor's balancing report, and such other information (e.g., design drawings) that is necessary or helpful to a full understanding of the report and the customer complaint.

TABB's administrator then will speak with the customer and the Responsible Contractor to seek a mutually- agreeable resolution. However, TABB's administrator, at his or her discretion, may require the Responsible Contractor to conduct test measurements or other work to check aspects of the balancing report, or otherwise provide more information without charge to the customer. The administrator shall set a date for the work to be completed and the Responsible Contractor must complete the work and report back to the administrator by that deadline.

After reviewing the information that TABB's administrator (or designee) determines to be pertinent, and consultations with the customer and/or Responsible Contractor as the administrator deems necessary, he or she may either:

- (a) Direct specific remedial work by the Responsible Contractor, or
- (b) Determine to take no further action on the customer complaint.

The findings and any decision of the TABB administrator, at this stage, will be summarized in writing and communicated to both the customer and the Responsible Contractor.

TABB's administrator may, at his or her discretion, vary from the above procedures if he or she believes that doing so under the circumstances may expedite resolution of a customer complaint.

4.2 Job-Site Visit

If the complaint is not resolved under the procedures set forth in section 4.1, TABB's administrator may direct that a TABB Professional visit the job site with representatives of the customer and the Responsible Contractor. Generally, the Contractor representatives should include the TABB Professionals responsible for the work. System design, components and settings will be reviewed, and/or measurements may be



taken, to the extent the TABB representative determines necessary for a fair assessment of the complaint. New measurements and other testing, adjusting and balancing work shall be the Responsible Contractor's responsibility, to be performed under supervision of the TABB representative.

If the TABB representative determines that remedial work is appropriate, the TABB representative shall seek a mutually-agreeable resolution between the customer and the Responsible Contractor. The resolution should identify agreed-upon remedial work and timetable. TABB's administrator shall provide written notice to the customer and Responsible Contractor or the terms of this resolution

If remedial work is to be done under TABB supervision, the Responsible Contractor shall pay reasonable costs and expenses associated with that supervision.

4.3 Unresolved Complaints

If a complaint is not resolved in accordance with Section 4.2, the customer may make a formal Complaint pursuant to the ICB Certification Manual procedures within ten days of the date of TABB's administrator notice or the resolution (described in Section 4.2) regarding the final resolution of the complaint. To avail itself of those procedures, the customer must agree: (a) to the TABB procedures and authority to resolve the complaint, at its discretion, and (b) that it is responsible for any and all such costs, as reasonably determined and assessed by TABB, if and to the extent TABB determines that: (i) such costs and expenses were attributable to a bad faith or frivolous Complaint, or (ii) the customer changed the System after the testing, adjusting and balancing work was completed, or (iii) the customer complaint is attributable to System design or installation, mechanical or other equipment, or work by someone other than the Responsible Contractor, and (iv) by participating in this Quality Assurance Program it agrees to pay any and all costs and expenses that are assessed against it by TABB, in accordance with the foregoing, immediately upon TABB's demand for the same, and (c) that if the Decision finds no fault with the Responsible Contractor or its testing, adjusting and balancing work, the customer shall have no further right or remedy, but if the Decision directs the Responsible Contractor to perform remedial work, the customer shall have all rights and remedies available to it at law to enforce that Decision.

If a customer makes a formal Complaint pursuant to the ICB Certification Manual procedures, the Responsible Contractor shall be bound to the resulting Decision. Specifically, and without limiting any authority of TABB pursuant to the ICB Certification Manual, a TABB Decision may direct the Responsible Contractor to perform specific remedial work, and the Responsible Contractor shall be obligated to do so, at its expense. A TABB Decision which directs the Responsible Contractor to perform remedial work may be enforced by the customer, by court action or otherwise.



If a customer elects not to make a formal Complaint pursuant to the ICB Certification Manual procedures, but pursues any other right or remedy available to it, the Responsible Contractor shall be free to pursue any right or remedy otherwise available to it.

4.4 Disclaimer of TABB Liability

In no event, and under no conditions, is TABB responsible or liable for actual, consequential or other loss cost, expense or damage suffered by a customer or any other person, on account of any failure by any TABB Professional to perform or complete testing, adjusting and/or balancing work, or other work, in accordance with any contractual obligation or other legal duty.

4.5 Claims against TABB

If, in connection with making a formal Complaint under ICB Certification Manual procedures, the customer has agreed to be bound by any resulting decision that agreement shall govern.

5. Limitations

In the event of any of the following, TABB shall take no further action, and shall have no responsibility or liability to any person, under or on account of this Quality Assurance Program:

5.1 System Changes

If the system on which the testing, adjusting and balancing work was performed (the “System”) has been changed, since that work was performed.

5.2 System Design or Equipment

If TABB reasonably determines that the Complaint is attributable to System design or installation, mechanical or other equipment, work performed by others affecting the System, incomplete work, which needs to be completed before the System will operate in accordance with its design, or other act or omission which is not the responsibility of the Responsible Contractor or its TABB Professionals. Neither TABB nor any TABB Professional are responsible for matters, beyond its control, which may affect System performance.

5.3 Customer Actions or Omissions

If a customer fails to fulfill conditions of any mutually agreed remedial work, which are beyond the responsibility of the Responsible Contractor, but which are necessary for the work proceed or successfully



completed. In that event, TABB will suspend further action and the Responsible Contractor shall not be responsible or liable on account of any resulting failure to complete the work.

5.4 Termination of Contractor's Business

If between completion of the testing, adjusting and balancing work that is the subject of a complaint, or completion of any agreed or directed remedial work in connection with such a complaint, the Responsible Contractor goes out of business, TABB involvement shall cease.

5.5 Time Limitation

TABB will not consider any customer Complaint which is made more than 90 days after the later of the date on which the Responsible Contractor last performed testing, adjusting and balancing work on the project in question, or the date of the Responsible Contractor's balancing report.

5.6 Unauthorized Report

TABB will not act under the Quality Assurance Program unless the testing, adjusting and balancing report to the customer bears both a TABB Certified Technician's signature or stamp, and a TABB Certified Contractors' manual stamp or signature or electronic stamp issued by TABB.



6. Remedial Actions; Sanctions

6.1 Remedial Actions

If TABB determines that testing, adjusting and balancing work of a Responsible Contractor did not comport with TABB standards or otherwise meet the reasonable quality expectations of the customer pursuant to Section 5.2 of this Quality Assurance Program, TABB may require such remedial work as TABB deems appropriate. Each TABB Certified Contractor agrees that it is responsible to comply with any such direction. If a Responsible Contractor refuses to do so, it shall in response to a demand by TABB pay all reasonable costs and expenses necessary, appropriate or helpful to secure performance of that work by another TABB Certified Contractor. All provisions of Section 5.7, below, shall apply as to any such demand. Upon receipt of such amounts, TABB shall arrange for the remedial work to be done by another TABB Certified Contractor.

6.2 Sanctions

A contractor's failure to cooperate reasonably with a customer or with TABB and/or to timely and competently perform all mutually agreed remedial work and/or to pay any and all costs and expenses assessed against it under this Program, may be grounds under the ICB Certification Manual, for a complaint initiated by TABB and sanctions up to and including withdrawal of TABB certification. A significant number of customer complaints with respect to testing, adjusting and balancing work, against a single TABB Certified Technician, or a TABB Certified Supervisor or TABB Certified Contractor, also may be grounds for such sanctions and/or non-renewal of TABB Certification.

7. Costs

The goal of this Quality Assurance Program is to resolve customer complaints with minimum cost to customer and the Responsible Contractor. To the extent TABB incurs costs (such as overhead or other costs in connection with a job site visit, or costs or expenses of another TABB Professional if TABB administration is unable to make the jobsite visit), those costs and expenses will be the responsibility of the Responsible Contractor, even if the Responsible Contractor was not at fault.

However, as set forth above, as condition for participating in the Program, each customer agrees that it will be responsible for any and all such costs, as reasonably determined and assessed by TABB, if and to the extent TABB determines that:

- (a) Such costs and expenses were attributable to a bad faith or frivolous Complaint, or



(b) The customer changed the System after the testing, adjusting and balancing work was completed, or the customer Complaint is attributable to System design or installation, mechanical or other equipment, or work by someone other than the Responsible Contractor, and by participating in this Quality Assurance Program each customer agrees to pay any and all such costs and expenses that are assessed against it by TABB, in accordance with the foregoing, immediately upon TABB's demand for the same.

If any person against whom costs and expenses are assessed or demanded (pursuant to this or any other provision of this Quality Assurance Program) refuses to promptly pay those costs and expenses, TABB shall be entitled to recover those costs and expenses, as well as its costs of collection (including reasonable attorneys' fees and expenses, including such fees and expenses incurred in connection with any appeal of a lower court's judgment), plus interest on the assessed costs and expenses, from the date demanded until paid at the legal rate, by action in any court of competent jurisdiction.

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