

CERTIFIED PRO INSTALLER AGREEMENT



READ THE FOLLOWING LICENSE AGREEMENT CAREFULLY! IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS A NUHEAT CERTIFIED PRO INSTALLER, AS WELL AS LIMITATIONS ON AND EXCLUSIONS FROM LEGAL RIGHTS THAT MAY APPLY TO YOU.

BY SIGNING THE "I ACCEPT" FIELD AT THE BOTTOM OF THIS FORM, YOU AGREE TO THE TERMS OF, ARE CONSENTING TO BE BOUND BY, AND ARE BECOMING A PARTY TO, THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT SIGN THIS DOCUMENT.

Please contact us at CertifiedPROteam@nvent.com or 1.800.778.WARM (9276) if you have any questions about this Agreement.

This NUHEAT Certified PRO Installer Agreement (the "Agreement") is between nVent LLC ("nVent") and you, a legal entity duly organized and operating in accordance with the laws of the state in which it is incorporated, hereby being licensed by this Agreement to act as a NUHEAT Certified PRO Installer ("You" or "Installer") of nVent NUHEAT products and systems. **Installer's acceptance of this Agreement and all of its terms and conditions will become effective upon the signing the "I Accept" field at the bottom of this form. Immediately upon signing "I Accept," this Agreement will become a legally binding contract that obligates both Installer and nVent to the terms set out below.**

By signing the "I Accept" field at the bottom of this form, You are acknowledging and agreeing that Your company desires to become a Certified PRO Installer of NUHEAT products and systems, and that in exchange for the right to hold ones' self out as a Certified PRO Installer, You will abide by all the terms and conditions set forth in this Agreement and acknowledge, agree, warrant, and represent to nVent that:

- Installer agrees and acknowledges that being designated as a Certified PRO Installer is conditioned on successfully completing all training programs, as and when required by nVent.
- Installer agrees and acknowledges that it will, at all times while acting in its capacity as a Certified PRO Installer, (i) maintain its status as duly licensed to do business in its state of formation and all jurisdictions in which it conducts operations, (ii) maintain all necessary licenses, permits, and other such governmental authorizations to perform work as an electrical contractor wherever it conducts operations, and (iii) will abide by all applicable laws, rules, and regulations applicable to its business operations (including but not limited to the Canadian Electrical Code Part 1 or the National Electric Code (US), as applicable), and (iv) conduct all installation operations in strict accordance with the then-current installation guides, guidelines, and manuals published by nVent or NUHEAT.
- Installer agrees that at all times while operating as a Certified Pro Installer, it will sell and install only NUHEAT products and systems, unless it first obtains nVent's prior written consent. However, Installer acknowledges and agrees that nVent retains the right to enter into licensing agreements similar to this one with other installers, some of which may or may not be in competition with Installer.
- Installer agrees to employ or engage only "qualified and competent personnel" (as defined below) to work on projects involving the sale or installation of NUHEAT products and systems.

For purposes of the preceding sentence, "qualified and competent personnel," when used in reference to persons performing electrical work (i.e., any portion of Installer's work involving the connection of any component of a NUHEAT product or system to an electrical power source, circuit, electrical connection, or thermostat), means a qualified and competent electrician. A "qualified and competent" electrician means only an electrician who (i) is properly and currently licensed to work in the jurisdiction where the work is being performed; and (ii) has been properly trained on the proper installation of NUHEAT products and services; and (iii) conducts all installation operations in strict accordance with all applicable laws, rules, regulations (including but not limited to the Canadian Electrical Code Part 1 or the National Electric Code (US), as applicable), and then-current installation guides, guidelines, and manuals published by nVent or NUHEAT.

When used in reference to any other person (i.e., any person other than a person performing electrical work, as defined above), "qualified and competent personnel" means personnel who, in addition to having had the requisite training and experience in their respective field(s) or trades, have successfully and timely completed all formal training programs as and when required by nVent.

- Installer agrees and represents that it performs thorough and appropriate background checks on all of its employees, contractors and subcontractors, to include license/certification verification, trade competency screening, criminal background/driving record checks, and drug screenings, before assigning such employee to perform work involving NUHEAT products or systems.

- Installer agrees and represents that it will warrant all of its workmanship as a Certified PRO Installer for a period of not less than two years from the date of installation. However, Installer also agrees it will not offer a warranty on any NUHEAT product or system greater than the warranty provided by nVent.
- Installer agrees and acknowledges that nothing in this Agreement or the right to use any nVent Mark(s) (as defined below) is in any way a grant of authority to act for or bind nVent in any way, or to act or represent ones' self as an agent of nVent in any capacity or for any purpose whatsoever.
- Installer agrees to permit nVent to audit and inspect its installation practices and methods at any time/job site to ensure compliance with nVent standards and installation details.
- **Installer agrees to fully indemnify, defend, and release nVent and its parents, affiliates, and employees from any and all actual or threatened claims, losses, damages, demands, costs, and expenses that nVent incurs or potentially may incur as a direct or indirect result of any act or omission of Installer in its capacity as a Certified PRO Installer, and/or as a direct or indirect result of its status as a Certified PRO Installer, and/or as a direct or indirect result of any breach of this Agreement by Installer or its employees or agents.**
- Installer understands and agrees that nVent has the right to terminate this Agreement, and the license granted by it, at any time and for any reason or no reason at all, upon thirty (30) days' written notice, without liability or penalty. No later than the date specified in such a termination notice, Installer must cease all use of the Marks and destroy all documents and things bearing the Marks. Upon nVent's request, Installer also will certify in writing that it has complied with the cessation and destruction obligations set forth in this paragraph.
- Installer agrees that by signing below, it is consenting to the receipt, through electronic means or otherwise, of promotional and other such materials from nVent, and also to nVent's sharing, with its subsidiaries, affiliates and partners, of any of Installer's identifying or similar information that Installer may provide to nVent, for all purposes necessary or appropriate to the facilitation of this Agreement.
- Installer agrees to obtain and/or maintain all required and appropriate insurance coverages to cover any insurable liabilities or obligations that might arise out of or relate to its work as a Certified PRO Installer, including but not limited to all insurance coverages necessary to cover the contractual indemnification obligations set forth herein.
- Installer agrees and acknowledges that, provided it is in compliance with all of its obligations under the program, nVent grants Installer only a non-exclusive, non-transferable, revocable license to use, without alteration, the Certified PRO Installer, NUHEAT, and nVent trademarks/service mark as set forth below (the "Marks") in the United States and Canada for the sole purpose of marketing, selling and installing nVent products. Notwithstanding the foregoing, nothing herein shall grant any ownership, right, title, or interest in or to the Marks, which remain nVent's sole and exclusive property. Installer further agrees to take all reasonably necessary steps to protect nVent's ownership interests in the Marks, and to facilitate nVent's control over the Marks.
- Installer agrees and represents that all of its sales or installation of nVent products or systems will be governed by nVent's Standard Terms and Conditions of sale, the full text of which are available at nVent.com/NUHEAT, and which are incorporated herein by reference.

The Marks are as follows:



TOTAL CARE WARRANTY; "CERTIFIED PRO" INSTALLER

Signing "I ACCEPT" will create a binding contract between Installer and nVent, and it will obligate both nVent and Installer to adhere to the terms and conditions stated above.

I ACCEPT

Signature

Date

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Our powerful portfolio of brands:

nVent.com **CADDY** **ERIC** **HOFFMAN** **RAYCHEM** **SCHROFF** **TRACER**