BIFMA Compliant® January 2025

BIFMA COMPLIANT® PROGRAM AND COMPLIANT® MARK LICENSE AGREEMENT – MEMBERS

THIS BIFMA COMPLIANT® PROGRAM AND COMPLIANT® MARK LICENSE AGREEMENT ("AGREEMENT") made this [XX] day of [MONTH], [YEAR] (the "Effective Date"), by and between BIFMA, a Michigan non-profit corporation and tax-exempt trade association, 678 Front Ave. N.W., Suite 150, Grand Rapids, Michigan 49504 (hereinafter called "BIFMA" or "Licensor"), and [MANUFACTURER/BRAND], [ADDRESS] (hereinafter called "Licensee"). In consideration for the mutual commitments, promises and obligations set forth in this Agreement, Licensor and Licensee agree as follows.

1. Purpose and Eligibility.

1.1 Purpose: Licensor and Licensee enter into this Agreement to license the BIFMA Compliant® Mark for use in connection with the BIFMA Standards and the BIFMA Product Conformance Requirements (BIFMA PC-2023) and to award use of the BIFMA Compliant® Mark for products which conform under the applicable BIFMA Standard.

The Licensor's Compliant® Program is the formal process for eligible Licensees to self-declare product conformance with BIFMA Standards and to publish that self-declaration in BIFMA's registry of self-declared Compliant® products. Licensor primarily relies on Licensees to comply with the requirements of the Compliant® Mark Program. Licensor may audit such self-declaration. Licensor does not test or certify products and Licensor is not responsible for the safety and performance of products listed in the BIFMA Compliant® Registry. Membership with Licensor is not a requirement to participate.

1.2 Eligibility:
Manufacturers shall be eligible to be a Licensee hereunder solely with respect to
(i) those products that it manufactures for itself and sells under its own name or under the name of a wholly-owned subsidiary of such manufacturer
(ii) those products that it exclusively manufactures for another entity to be sold exclusively under such entity's name.

Non-manufacturer sellers of products shall be eligible to be a Licensee hereunder solely with respect to
(i) those products that it contracts with a manufacturer to make for it and which are then sold or resold by such non-manufacturer seller under its own name.

2. Definitions.

2.1 Accredited Test Lab: A first- or third-party testing entity that has been accredited, by an Accrediting Body (AB) that is an International Laboratory Accreditation Cooperation (ILAC) Multilateral Recognition Arrangement (MRA) signatory organization, for performing ANSI/BIFMA tests in accordance with ISO/IEC 17025.

2.2 ANSI (American National Standards Institute, "Institute"): The Institute oversees the creation, promulgation and use of standards that directly impact businesses in the furniture manufacturing section. ANSI is also engaged in accreditation, i.e., assessing the competence of organizations determining conformance to standards.

2.3 BIFMA (Business and Institutional Furniture Manufacturer's Association): BIFMA is the commercial furniture industry's Trade Association. BIFMA gathers and reports on industry statistics, takes an advocacy position on issues (product and business regulations, business policy, legal matters, etc.) that have broad industry impact/benefit and develops and promulgates minimum industry safety and performance standards for office and institutional furnishings. BIFMA is an ANSI-accredited standards developer and many BIFMA standards are developed and approved through the ANSI process and bear the "ANSI/BIFMA" designation as part of the title of most standards. BIFMA is the Licensor of the Compliant® mark.

2.4 Conformance: Conformance is knowing the appropriate procedures, programs and processes are in place to ensure that any given group of products (product-offering) meet the minimum performance requirements defined by Section 6 of BIFMA, PC-2023 "Product Conformance Requirements" or BIFMA Compliant® Scheme, or any other aspect of the BIFMA Compliant® Program. Conformance is often referred to as "compliance."

2.5 Compliant® Program: The BIFMA Compliant® Program is the formal process for eligible Licensees to self-declare product conformance with BIFMA Standards and publish that self-declaration in BIFMA's website registry (https://compliant.bifma.org). BIFMA provides and maintains the BIFMA Compliant® Program and develops standards to determine safety and performance of furniture products. BIFMA requires all products bearing the BIFMA Compliant® Mark to meet the requirements of the BIFMA Product Conformance Requirements (BIFMA PC-2023).

The Compliant® Program consists primarily of the

(i) Licensee Declaration (**Exhibit A**)
(ii) BIFMA Compliant® Scheme (**Exhibit B**)
(iii) the Compliant® Program Fee Schedule (**Exhibit C**)
(iv) BIFMA Compliant® Mark **(Exhibit D**)
(v) Compliant® Registry Database Categories **(Exhibit E**)
(vi) BIFMA PC-2023, BIFMA Product Conformance Requirements (**Exhibit F**)
(vii) BIFMA Compliant® Mark and Usage Guidelines (**Exhibit G**)
(viii) BIFMA Standards (see Scheme 4.2).

These documents are incorporated into this Agreement by reference as if fully set forth herein. Please read these documents as they govern the relationship between BIFMA and the Licensee.

2.6 Compliant® Mark: Marks developed and owned by the Licensor used in its promotion of performance and safety in the manufacture and distribution of office and institutional furniture.

2.7 Compliant® Scheme: The BIFMA Compliant® Scheme specifies the minimum requirements that the Licensee shall observe when marketing their products as Compliant® with the BIFMA Standards and use of the Registry and Compliant® Mark. It provides guidance on the use of BIFMA Standards and BIFMA Product Conformance Requirements for first-party declarations of conformance to satisfy the requirements for use of the Compliant® Mark.

2.8 Non-compliance: Non-compliance means that Licensee does not have the appropriate procedures, programs and processes in place to ensure that any given group of products (product-offering) meet the requirements of the Compliant® Program. Whether a Licensee is Compliant® will be in Licensor's sole discretion. Note – There is an Appeals opportunity listed in the Scheme. The Licensor's decisions regarding compliance will be final and binding on Licensee.

2.9 Standards: As a part of BIFMA's leadership in promoting performance and safety in the office and institutional furniture industry, BIFMA has developed the ANSI/BIFMA mechanical performance standards ("Standards") for purposes of product testing and evaluation.[1] The Compliant® Program is limited to the selected BIFMA mechanical performance standards. These performance standards may be updated from time to time by BIFMA, and performance standards may be added or removed. To review the latest BIFMA mechanical performance standards that comprise the Compliant® Mark Program, refer to the BIFMA Compliant® Scheme (4.2).

3. Grant of License.

3.1 *The License*. Licensor grants to Licensee the license to use the Compliant® Mark and Compliant® Participant Mark and any directly related trademarks, trade names, labels and logos (the "License"), but no other trademarks, trade names, labels or logos of Licensor. Licensor grants Licensee a revocable, non-exclusive License to use the Compliant® Mark solely to signify that a particular product is self-declared as Compliant® under the Compliant® Program. Licensor grants License a revocable, non-exclusive License to use the Compliant® Participant Mark for the purposes to conveying to the marketplace that Licensee participates in the BIFMA Compliant® Program as set forth in this Agreement. Licensee accepts the grant of the License subject to the terms and conditions set forth in this Agreement.

3.2 *Limitations on the License*. Licensee shall not use the Compliant® Mark in any other forms in connection with any other business or products without the prior written consent of Licensor. Licensee shall not use the Compliant® Mark in connection with any general Licensee company materials or in connection with products that are not self-declared as Compliant® under the Compliant® Program. The Compliant® Mark may not be used in any manner that, in the sole discretion of Licensor: (i) discredits Licensor or tarnishes its reputation and goodwill; (ii) is false or misleading; (iii) violates the rights of others; (iv) violates any law, regulation, or other public policy; (v) mischaracterizes the relationship between Licensor and Licensee; or (vi) violates this Agreement or any of the policies of the Compliant® Program. The License granted to Licensee is non-exclusive and Licensor reserves the right to grant the same license to other licensees or third parties. Licensee may not assign or sub-license the License to any other company, affiliate, entity, organization or person without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed.

4. BIFMA's Registry of Self-Declared Compliant® Products.

4.1 Licensor shall provide a Registry of Self-Declared Compliant® Products which shall include a listing of Licensee's self-declared Compliant® eligible products which the Licensee declares comply with the applicable Standard ("Registry"). The listing of each self-declared Compliant® product shall specify the Licensee's Name, Category, Subcategory, Relevant Standard(s), and Other Information to the extent Licensor so requires. Licensor shall not be

[1] The BIFMA Standards are revised on an approximately 5-year cycle per ANSI. The current revisions are available at: https://www.bifma.org/page/standardsoverview.

liable for any damages if a product is inadvertently omitted from or in any manner incorrectly designated in the Registry.

4.2 Licensee's name and product listing shall be removed from the Registry if payments due to Licensor under Section 7 of this Agreement become ninety (90) days past due, at which point the Licensee has the same responsibilities to remove the Mark as they would if they were under Withdrawal from the Program per the Scheme (4.10). Such removal shall remain in effect until such past due payments or reports are brought up to date in accordance with this Agreement and all other Compliant® Program requirements are satisfied.

5. Ownership of Conformance Mark and Other Materials.

5.1 Licensor represents and warrants to Licensee that it is the sole and exclusive owner of the Compliant® Mark (as well as the Standard(s)), free and clear of any and all liens, claims, encumbrances and rights of third parties whatsoever. Licensor has applied to the U.S. Patent and Trademark Office for registration of the BIFMA Compliant® Mark (USPTO Serial Nos. 88712905 (the "Logo") and 88694332 (the "Name")) (USPTO Serial No. [88694332]).

5.2 Licensee acknowledges Licensor's ownership of the Compliant® Mark and directly related trademarks, trade names, labels, and logos and agrees that it will do nothing inconsistent with such ownership. Licensee agrees that nothing in this License shall give Licensee any right, title or interest in the Compliant® Mark other than the right to use the Compliant® Mark in accordance with this Agreement. Licensee further agrees that it will not challenge Licensor's ownership of the Compliant® Mark or challenge the validity of the License.

6. Licensee's Obligations for Use of the Compliant® Mark.

Licensee agrees to use the Compliant® Mark and directly related trademarks, trade names, labels, and logos only in conjunction with and consistent with the Compliant® Program of Licensor. Licensee agrees to use the Compliant® Mark in accordance with the following obligations, responsibilities, commitments and restrictions:

6.1 *Compliance with the Compliant® Program.* Licensee shall comply with the Standard(s), BIFMA Product Conformance Requirements (BIFMA PC-2023), the Compliant® Scheme, the Usage Guidelines for the Compliant® Mark and the Compliant® Participant Mark, and all elements of this Agreement.

6.2 *Licensee's Declaration of Compliance*. By executing the Agreement below, Licensee represents and warrants to the truth and accuracy of the documents and information provided by Licensee to Licensor in connection with the Licensee's participation in the Compliant® Program. In addition, an authorized representative of the Licensee shall be required to self-declare compliance for adding products to the registry by executing the attached Licensee Declaration (**Exhibit A**).

6.3 *Cooperation*. Licensee shall cooperate with Licensor in connection with the administration of the Compliant® Program.

6.4 *Test Reports*. Licensor reserves the right to request and obtain from Licensee Test Reports per the BIFMA Compliant® Scheme and BIFMA PC-2023 and any other relevant documentation as reasonably requested at the commencement of the Agreement and/or prior to

listing Licensee's products in the Registry. Licensee agrees Licensor may contact 3rd party labs to verify the authenticity of any 3rd party test report(s).

6.5 *Non-Compliance.* In the event that Licensor determines that Licensee is in Non-Compliance, as defined in Section 2.8, Licensor shall notify Licensee of non-compliance prior to removing Licensee from the Registry. Licensor shall provide Licensee with a "Notice of Non-Compliance" per the Compliant® Scheme.

7. Fees for Compliant® Program Participation.

7.1 The annual fee is due at the commencement of the program and the annual fee is automatically renewed at the time of membership renewal. Fees are payable within thirty (30) days of invoice. The fees are as set forth in the Compliant® Program Fee Schedule, Exhibit C.

7.2 Licensee's name and product listing shall be removed from the Registry if payments due to Licensor under terms of this Agreement become ninety (90) days past due as per 4.2.

7.3 If membership status changes mid-term, then Compliant® Program fees shall be pro-rated accordingly.

7.4 Licensor agrees to provide Licensee sixty (60) days' notice regarding updates to the fee schedule.

7.5 Fees paid under the BIFMA Compliant® Program are non-refundable.

8. Revision of Standards.

Licensor will post revisions or updates to the Standards that are subject to this Agreement through public notice on the BIFMA website. Licensee agrees to review the revisions and updates to the Standard to maintain compliance as per the Compliant® Scheme and the BIFMA Product Conformance Requirements.

9. No Agency.

No association, agency, apparent agency, employer/employee relationship, partnership, or joint venture of any kind is created by this Agreement. Licensor is not responsible for the acts or omissions of Licensee, nor may Licensee speak or act for, or otherwise legally bind Licensor.

10. Complaints.

The BIFMA Compliant® Scheme (**Exhibit B**) governs any and all complaints related to suspected non- compliance in the Compliant® Program.

11. Infringement Proceedings.

Licensee agrees to notify Licensor of any unauthorized use of the Compliant® Mark(s) by others with reasonable promptness after such use comes to the attention of Licensee. Licensor, at its sole discretion, may take all appropriate and reasonable infringement or unfair competition proceedings involving the Compliant® Mark(s) and protect the Compliant® Mark(s) from infringement and unauthorized use. If Licensor commences enforcement proceedings to protect

the Compliant® Mark(s) from infringement or unauthorized use, Licensee agrees, upon written request from Licensor, to cooperate with Licensor, to provide to Licensor any and all information in its possession with respect to the suspected infringement or unauthorized use.

To the extent that infringement is related to Licensee's products, listings, or marketing, Licensee agrees, upon Licensor's written request, to join with Licensor in any such enforcement action. If Licensee is requested to join in the enforcement action, then all fees, costs and expenses of that enforcement action shall be borne by Licensor and Licensee in proportion to their respective monetary interests in the final results of such enforcement action.

12. Confidential Information.

Licensee and Licensor will take reasonable steps to prevent any Confidential Information of each other from being disclosed to third parties. "Confidential Information" shall mean all information of either party that is not readily available to the public. Licensor shall not divulge and shall take all reasonable precautions to safeguard Licensee's design and manufacturing data, test and inspection reports regarding the product models and any other information provided to Licensor in accordance with the terms of this Agreement; provided, however, that if Licensor becomes legally compelled to disclose any such information, Licensor will provide the Licensee with prompt notice thereof so that Licensee may seek a protective order or other relief. If such relief is not obtained, or Licensee waives the Licensor's compliance with the provisions of this Agreement, Licensor will furnish such information which is legally required.

13. Advertising by Licensee.

Licensee agrees to make proper use and mention of the Licensor's Compliant® Program and Compliant® Mark(s) in its company specifications, literature, packaging and advertising in accordance with the Compliant® Program. Licensee shall not use the Compliant® Mark or the term "certified" or "verified" in connection with advertising referring to products that are not listed on the Registry. Licensee may not use, under any circumstances, the name "BIFMA" in any advertising, sales promotion or other publicity material, in such a manner as to indicate BIFMA warrants or approves any individual product model or that BIFMA certifies that any individual product model conforms to the Standard or that BIFMA makes any other representation or certification with respect to the product to which the Compliant® Mark is affixed.

14. Indemnification.

Licensee, at its own expense, shall defend, indemnify, protect and hold harmless Licensor, its subsidiaries, affiliates or permitted assignees, and its members, managers, shareholders, directors, officers, committee, sub-committee or task group members, employees, agents and representatives (collectively "Licensor Indemnified Persons") from, against and with respect to any claim, demand, cause of action, complaint, suit, proceeding, arbitration debt, or liability, judgment, award, loss or damage, including reasonable attorney's fees, asserted or alleged against, imposed upon or incurred by such Licensor Indemnified Persons, directly or indirectly, by reason of or resulting from or in connection with (a) any acts or omissions of Licensee or its employees, officers, or agents in connection with the Compliant® Program; (b) any third-party claim against Licensor arising out of or related to the Licensee's use of the Compliant® Mark or claim of conformance to BIFMA PC-2023 or a Standard; (c) any misuse, infringement or misappropriation of the Compliant® Mark(s) by Licensee, (d) any material breach of Licensee's obligations or duties under this Agreement and (e) any claim or negligent acts or omissions, or

willful misconduct, by or of Licensee and/or Licensee's employees, and to pay monetary costs and damages finally awarded in any such cause of action. Licensee may, at its own expense, appear through legal counsel of its own choosing in connection with any proceeding commenced with respect to any such claims against Licensor.

15. Disclaimers.

15.1 BIFMA is not an ANSI-accredited product certification body. As stated above, BIFMA does not certify compliance with BIFMA Standards. BIFMA is not liable for, and has no duty or obligation to verify, confirm or otherwise investigate, any claims of product conformance made by any Licensee or any manufacturer.

15.2 The BIFMA Product Conformance Requirements and BIFMA Standards (collectively, "Requirements and Standards") consist of voluntary guidelines and standards. The Licensee is solely responsible for determining compliance with the Requirements and Standards and shall be solely responsible for any claims of conformance.

15.3 The Requirements and Standards are provided for the purposes set forth in this Agreement. It is the Licensee's responsibility to evaluate and independently determine whether the Requirements and Standards are appropriate for a particular product.

15.4 No express or implied warranties of any type, including for example implied warranties of merchantability or fitness for a particular purpose, are made with respect to the information, or any use of the information, in these Requirements and Standards.

16. Limitation of Liability.

16.1 By making use of any information in the Requirements and Standards, the Licensee agrees that in no event shall Licensor or any of its representatives be liable to the Licensee, its representatives, or the end-user of the product for any damages, including without limitation for consequential, incidental, indirect, special, exemplary, punitive or enhanced damages, lost profits, diminution in value, arising out of or relating to, and/or in connection with the Compliant® Program or any claims of conformance thereto.

16.2 **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, EXCEPT IN CASES OF FRAUD OR WILLFUL MISCONDUCT, LICENSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOST INCOME OR PROFITS, RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE STANDARDS OR CONFORMANCE PROGRAM, WHETHER ARISING IN TORT, CONTRACT, STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, EXCEPT FOR FRAUD OR WILLFUL MISCONDUCT, IN THE EVENT THAT LICENSOR IS FOUND LIABLE TO LICENSEE, LICENSEE SHALL ONLY BE ENTITLED TO RECOVER ACTUAL AND DIRECT DAMAGES IN AN AGGREGATE AMOUNT NOT TO EXCEED THE AMOUNT OF LICENSE FEES PAID BY LICENSEE TO LICENSOR IN THE PRECEDING TWELVE (12) MONTH PERIOD.

17. Suspension.

17.1 Upon any failure of Licensee to perform in accordance with Licensee's obligations under this Agreement, Licensor shall have the right, upon written notice to Licensee, to suspend Licensee from participation in the Compliant® Program for a reasonable period of time. During the suspension period, Licensee is required to continue payments and other applicable fees.

17.2 Upon failure of Licensee to take corrective action for a non-complying product, Licensor shall determine if such non-compliance is of a nature to not affect compliance of other self-declared Compliant® product lines. When the non-compliance is determined by Licensor to be isolated, Licensor may, upon written notice, suspend the Licensee's right to declare the non-complying product line and remove such product listing from the Registry.

18. Term and Termination of this Agreement.

18.1 *Term*. The term of this Agreement shall commence as of the Effective Date and shall be for three (3) years unless the Agreement is terminated per terms in this Agreement.

18.2 *Termination*. Licensor and Licensee may terminate this Agreement upon sixty (60) days written notice to the other party. There will be no refunds of annual fees nor of Registry listing fees.

Upon a breach of this Agreement by Licensee, Licensor shall be entitled to exercise any and all remedies available under law or equity, including, but not limited to, the right to specific performance and other injunctive relief, particularly with respect to enforcing the provisions of Section 19 below, and actual damages, and the right to terminate this Agreement immediately without prejudice to any other available remedies.

18.3 AT ANY TIME, BIFMA RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REMOVE A LICENSEE FROM THE COMPLIANT® PROGRAM IMMEDIATELY FOR ANY REASON OF NON-COMPLIANCE, INCLUDING BUT NOT LIMITED TO FRAUD, INTENTIONAL MISREPRESENTATION, NEGLIGENCE, AND/OR A SAFETY CONCERN.

19. Effect of Termination of this Agreement.

Upon termination or expiration of this Agreement, Licensee shall immediately discontinue all use of the Compliant® Mark(s) and any directly related name, label, logo or mark and to destroy any and all printed or electronic materials bearing the Compliant® Mark(s). Licensee agrees that upon termination or expiration of this Agreement that the Compliant® Mark(s) and the goodwill connected with that Compliant® Mark(s) shall remain the property of Licensor and that Licensee shall not challenge this Section in any manner.

20. Notices.

All notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be effective (a) upon delivery, if personally delivered to an authorized representative of either party, or (b) upon posting such notice via Certified U.S. Mail and addressed to the other party at the addresses set forth in the signatures to this Agreement.

21. Amendment.

This Agreement may be amended only by a written amendment executed by the parties to this Agreement. Licensee agrees that Licensor may periodically revise and update the BIFMA Compliant® Program and its fees schedule without the prior written consent of the Licensee. Licensor agrees to provide Licensee sixty (60) days' notice regarding updates to the fee schedule. Licensor also agrees to periodically update Licensee regarding changes to the Compliant® Program.

22. Governing Law.

This Agreement shall be governed by and interpreted according to the laws of the State of Michigan and the laws of the United States, without regard to conflicts of law principles. Any dispute regarding this Agreement shall be determined in the federal courts of the United States within the jurisdiction of the U.S. District Court for the Western District of Michigan, or the Circuit Court for Kent County, State of Michigan, and Licensor and Licensee stipulate and agree to jurisdiction and venue in such courts.

23. Entire Agreement and Binding Effect.

This Agreement, including the Compliant® Program criteria and guidelines, including **Exhibits A-G**, constitutes the entire understanding and agreement between Licensor and Licensee with respect to the subject matter of this Agreement and supersedes all earlier discussions, understandings or agreements, oral and written, between Licensor and Licensee. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns, if any.

24. Severability.

If any provision of this Agreement shall be prohibited or deemed unenforceable by any law, court ruling, or any requirement of ANSI, that provision shall be ineffective only to the extent and for the duration of the prohibition or ruling of unenforceability, without invalidating the entire Agreement, any other portion of the Agreement or any of the remaining provisions.

25. Counterparts.

This Agreement may be executed in counterparts, each of which, when so executed, shall be deemed to be an original and such counterparts shall together constitute one and the same instrument. A counterpart of this Agreement delivered by electronic method shall for all purposes be as effective as delivery of an original, executed counterpart.

LICENSOR:
BIFMA
ATTN: President & CEO 678 Front Ave NW # 150 Grand Rapids, MI 49504

By: _____
Deirdre Jimenez (President & CEO)

Date: _____

LICENSEE:

Name: _____
Address: _____

[ATTN: Executive]

By: _____

Its: _____
(Executive Title)

Date: _____

Exhibit A: Licensee Declaration of Compliance with BIFMA Compliant® Program (for adding products to the registry)

The BIFMA Compliant® Program is the formal process for eligible Licensees to self-declare product conformance with BIFMA Standards and publish that self-declaration in BIFMA's registry of self-declared Compliant® products. Licensor primarily relies on Licensee to comply with the requirements of the Compliant® Mark Program. Licensor may audit such self-declaration. Licensor does not test or certify products and Licensor is not responsible for the safety and performance of products listed in the Compliant® Program.

1. No. YYYMMDD-BCM-xxxxx (provided by BIFMA)
2. Licensor's Contact Information
   BIFMA
   ATTN: BIFMA Technical Director
   678 Front Av NW Suite 150
   Grand Rapids Mich 49504-5368
3. Product(s) Added to this Declaration to be listed on Data Spreadsheet (for Registry)
4. Licensee Certification

I hereby declare that all product(s) submitted to the Compliant® Registry have been assessed to and meet the applicable test requirements for conformance as set forth in the BIFMA Compliant® Program. Per the parties' License Agreement, dated [xx/xx/xxx,] I understand that BIFMA reserves the right to request copies of Test Reports, and any other documentation or information reasonably requested (collectively, "Supporting Materials") at any time prior to granting a license to use the BIFMA Compliant® Mark(s). Failure to provide Supporting Materials if requested, may result in BIFMA denying Manufacturer use of the Compliant® Mark(s). BIFMA also reserves the right to have a third-party lab test products during the term of the Agreement to ensure compliance with the standards.

I agree that the product(s) subject to this declaration shall conform to the requirements of the BIFMA Compliant® Program including reassessing when products change and within three (3) years of when new versions of the test standards are published.

LICENSEE:

By: _____

Its: _____
Authorized Representative

Contact Person for Registry data management if other than Licensee listed above:

Name / Email / Phone: _____

Contact Person for Test Report Audits / Questions if other than Licensee

listed above: Name / Email / Phone: _____

Contact Person to manage Compliant® Brand / Promotional assets if other than

Licensee listed above: Name / Email / Phone: _____

Exhibit B: BIFMA Compliant® Scheme

1.0 Overview

2.0 Technical Requirements

2.1 Scope

2.2 References

- ANSI/BIFMA X5.1 General-Purpose Office Chairs
- ANSI/BIFMA X5.4 Public & Lounge Seating
- ANSI/BIFMA X5.5 Desk / Table Products
- ANSI/BIFMA X5.6 Panel Systems
- ANSI/BIFMA X5.9 Storage Units
- ANSI/BIFMA X5.11 General-Purpose Large Occupant Office Chairs
- ANSI/BIFMA X6.1 Educational Seating
- ANSI/BIFMA X6.4 Occasional-Use Seating
- ANSI/BIFMA X6.5 Home Office & Occasional-Use Desk, Table and Storage Products
- ANSI/BIFMA X5.41 Large Occupant Public & Lounge Seating
- BIFMA PC Product Conformance Requirements
- ISO/IEC 17025 General requirements for the competence of testing and calibration laboratories
- ISO/IEC 17050-1 Conformity assessment – Supplier's declaration of conformity – Part 1: General requirements

3.0 Recognition of the Product Testing Laboratory

4.0 Product Compliant® Scheme

4.1 Agreement
4.2 Relevant Standards
4.3 Audit
4.3.1 Test Report Audit
4.3.2 Audit Frequency
4.4 Reports of Suspected Non-Compliance
4.5 Appeals
4.6 Confidentiality
4.7 Use of the Compliant® **mark®**
4.8 Publicity for a **mark®** Labeled Product
4.9 Misuse of the Compliant® **mark®**
4.10 Withdrawal of the Compliant® **mark®** from Products
4.11 Amendments to these Rules of Procedure

1.0 OVERVIEW

The BIFMA Product Compliant® Program is a product verification program sponsored by the Business and Institutional Furniture Manufacturers Association (BIFMA). BIFMA provides and maintains the BIFMA Compliant® Program and develops standards to determine safety and performance of furniture products. BIFMA requires all products bearing the BIFMA Compliant® Mark to meet the requirements of the BIFMA Compliant® Program. Product testing will verify that products conform to the standard and therefore justify the use of the BIFMA Compliant® **mark®** in conjunction with the conforming products.

The requirements of this BIFMA Compliant® scheme are applicable to the eligible Licensees participating in the BIFMA Compliant® Program. It is not necessary for the Licensee to include all their products in the BIFMA Compliant® Program. A Licensee may elect to exclude some of their products and still participate in this Program.

Note: This is a product test verification program. BIFMA does not test or certify products and BIFMA is not responsible for the safety and performance of products listed in this Compliant® Program. Membership with BIFMA is not a requirement to participate.

2.0 TECHNICAL REQUIREMENTS

2.1 Scope

This BIFMA Product Compliant® Scheme specifies the minimum requirements that Licensee shall observe when marketing their products as Compliant® with the BIFMA Standards and when using the Compliant® **mark®**. It provides guidance on the use of BIFMA Standards and BIFMA Product Conformance Requirements for first-party declarations of conformance to satisfy the requirements implicit in the use of the **mark(s)**.

2.2 References

The following referenced documents are indispensable for the application of this BIFMA Product Compliant® scheme.

- ANSI/BIFMA X5.1 General-Purpose Office Chairs
- ANSI/BIFMA X5.4 Public & Lounge Seating
- ANSI/BIFMA X5.5 Desk / Table Products
- ANSI/BIFMA X5.6 Panel Systems
- ANSI/BIFMA X5.9 Storage Units
- ANSI/BIFMA X5.11 General-Purpose Large Occupant Office Chairs
- ANSI/BIFMA X6.1 Educational Seating
- ANSI/BIFMA X6.4 Occasional-Use Seating
- ANSI/BIFMA X6.5 Home Office and Occasional-Use Desk, Table and

- Storage Products ANSI/BIFMA X5.41 Large Occupant Public & Lounge Seating
- BIFMA PC Product Conformance Requirements
- ISO/IEC 17025 General requirements for the competence of testing and calibration laboratories
- ISO/IEC 17050-1 Conformity assessment – Supplier's declaration of conformity – Part 1: General requirements

3.0 RECOGNITION OF THE PRODUCT TESTING LABORATORY

Use of the BIFMA Compliant® Mark requires testing be done in conjunction with BIFMA PC-2023 Product Conformance Requirements. That is, products must be tested in an ISO/IEC 17025 accredited lab that includes the applicable BIFMA Standard(s) in its scope of accreditation. The revision year of the BIFMA standard does not need to be listed in the Scope of Accreditation.

Note: Some test laboratories offer "Data Acceptance Programs" whereby a manufacturer may submit test data to an ISO/IEC 17025 accredited lab under rigorous requirements and the data be used in the third- party test report. BIFMA does not allow the use of Data Acceptance Programs in the BIFMA Compliant® Program.

4.0 PRODUCT COMPLIANT® SCHEME

4.1 Agreement

Applicant organizations (Licensee) seeking BIFMA Product Conformance and the **Compliant mark®** for their products must apply directly to BIFMA (Licensor) per the Compliant® Program & Mark License Agreement. The Licensee shall sign the Compliant® Program & Mark License Agreement with BIFMA prior to receiving recognition to market and/or label products with the **Compliant mark®**. This license agreement provides the conditions for authorizing the use of the **mark(s)®** by applicant organizations for conforming products. The Agreement must be signed by an Executive from the Applicant Organization (Director, Vice- President, General Manager, President, COO, or CEO) and by the President & CEO of BIFMA. The applicant organization shall satisfy the Licensee eligibility requirements. The program commences upon the signed agreement and receipt of the fees per the agreement. The fee structure is per Exhibit C. Agreements are valid for three years between renewals with payment of annual listing fees required to maintain participation in the program. Fees are based on member / non-member and the number of Product Lines to be listed. Any future Product Line additions may incur an increase in fees.

Licensee shall not use the **Compliant mark®** in connection with advertising referring to furniture products which are not part of the BIFMA Compliant® Program & Mark License Agreement.

4.2 Relevant Standards

Licensee understands that the Program and use of the Mark/Registry is restricted to the following standards:

- ANSI/BIFMA X5.1 General-Purpose Office Chairs
- ANSI/BIFMA X5.4 Lounge & Public Seating
- ANSI/BIFMA X5.5 Desk / Table Products
- ANSI/BIFMA X5.6 Panel Systems
    - The flammability requirements in X5.6 are exempt from the BIFMA Compliant® Program
- ANSI/BIFMA X5.9 Storage Units
- ANSI/BIFMA X5.11 General-Purpose Large Occupant Office Chairs
- ANSI/BIFMA X6.1 Educational Seating
- BIFMA X6.4 Occasional-Use Seating
- ANSI/BIFMA X6.5 Home Office & Occasional-Use Desk, Table and Storage Products
- ANSI/BIFMA X5.41 Large Occupant Public & Lounge Seating

Note: See BIFMA PC-2023 regarding revisions and reaffirmations of Standards.

4.3 Audit

The Licensee shall agree to have test reports showing conformance to BIFMA PC-2023 Product Conformance for any products declared under the BIFMA Compliant® Program to use the **Compliant mark®**. Licensee, without prior notice, may be subject to audit requests for test reports per BIFMA PC-2023 and this Scheme. The test reports must be provided by the Licensee to the BIFMA Technical Director within thirty (30) days of the audit request. If the BIFMA Technical Director or designate deems the Licensee information to be non-conforming, then the Licensee will have an additional thirty (30) days to provide a corrective action. If the corrective action is not resolved within the time frame determined by BIFMA, then the Product or Licensee will be removed from the Program and ineligible to renew until the corrective action is resolved.

Should a Licensee be deemed to be in Non-compliance with respect to any product for any of the following reasons, then, in addition to the thirty (30) day corrective action period, BIFMA may request two (2) additional product test reports be submitted. These products will be randomly selected from the Registry by the BIFMA Technical Director or designee.

- Test report showing conformance cannot be provided
- Test report is not from an ISO/IEC 17205 accredited test lab in conformance with BIFMA PC-2023
- Date of test report is beyond the allowable date guidelines of BIFMA PC-2023

4.3.1 Test Report Audit

Licensee shall provide a report(s) with the following during a Test Report Audit:

a) a title (e.g. “Test Report”);

b) the name and address of the laboratory;

c) the location of performance of the laboratory activities, including when performed at a customer facility or at sites away from the laboratory’s permanent facilities, or in associated temporary or mobile facilities;

d) unique identification that all its components are recognized as a portion of a complete report and a clear identification of the end (example page 10 of 10);

e) the name and contact information of the requester;

f) identification of the standard used, must include standard name and revision date;

g) a description/unambiguous identification of the item (a photo of the product is recommended to aid in identification);

h) the date(s) of performance of the laboratory activity;

i) identification of the applicable section name and number;

j) the results (pass/fail)

Note: A test report(s) shall be from an ISO/IEC 17025 accredited test lab with the BIFMA standard in the scope of accreditation as per BIFMA PC-2023. The lab may be 1st party or 3rd party. Organizations in BIFMA Compliant® give BIFMA permission to contact 3rd party labs to verify the authenticity of the test report(s).

4.3.2 Audit frequency

BIFMA intends to audit each brand upon entry into the Compliant® Program and on an annual basis as follows:

At the time of entry:

BIFMA intends to randomly audit 20% of the Licensee's products being listed.

Annually:

test reports for 1 product line (listing) for 1 – 20 listings (5% minimum)
test reports for 2 product lines (listings) for 21 – 50 listings (4% minimum)
test reports for 3 product lines (listings) for 51 – 100 listings (3% minimum)
test reports for 4 product lines (listings) for 101 – 200 listings (2% minimum)
test reports for 5 product lines (listings) for 200+ listings

4.4 Reports of Suspected Non-Compliance.

4.4.1 Investigation of Reports of Suspected Non-Compliance.

Upon Licensor's receipt of a written Report of Suspected Non-compliance, the Licensor may in its sole discretion investigate such Report if there is justification to do so. Justification for a Report of Suspected Product Non-Compliance shall include: a test report by an ISO/IEC 17025 accredited lab showing product failure.

If the Licensor determines that there is not sufficient justification to warrant additional investigation, the individual or organization providing the Report of Suspected Non-Compliance the "Reporting Party" shall be informed of this decision and there shall be no further action.

If the Licensor determines that there is sufficient justification to warrant additional investigation, the Licensor shall provide the Registered Licensee with a "Notice to Respond to Suspected Non- Compliance." The notice will provide the Registered Licensee with details of the non-compliance in need of correction.

4.4.2 Licensee Response to Suspected Non-Compliance.

Upon receipt of a "Notice to Respond to Suspected Non-Compliance," the Registered Licensee will have fourteen (14) days to either acknowledge or challenge the suspected noncompliance.

Should the Licensee choose to acknowledge the reported suspected non-compliance, they have thirty (30) days from receipt of the original notice to provide an acceptable Non-Compliance Response Plan to resolve the non-compliance. The Non-Compliance

Response Plan must include the following:

- Acknowledgment of the existence of the reported non-compliance
- Identification of the root cause of the non-compliance
- Documentation of the corrective action steps to be implemented to resolve the root cause and timetable
- Documentation of steps to be taken to prevent recurrence of the root cause

Note that an acceptable corrective action plan could consist of agreement to remove the non- conforming product from the registry.

Should the Registered Licensee choose to challenge the reported suspected non-compliance, the Registered Licensee must supply evidence to support the claim of compliance.

4.4.3 Licensor Response.

If the evidence submitted by the Registered Licensee, as interpreted by the BIFMA Technical Director, sufficiently supports the Registered Licensee's claim of compliance, no action will be taken against the Registered Licensee.

If the Licensor decides that testing is required to determine whether a non-conforming condition exists, then the Licensor shall arrange for execution of the appropriate testing. Pertinent testing shall be performed on two (2) sample sets at two independent ISO/IEC 17025 accredited labs (one sample set at each lab). The Licensor shall order test samples through normal sales channels. The Reporting Party and the Registered Licensee shall both provide funds in an escrow account in advance of the testing to cover the cost of the products and the cost of testing.

If the test results, as interpreted by the BIFMA Technical Director, do not confirm the suspected non-compliance, no action will be taken against the Registered Licensee. The cost of the tests and any other expenses which the Licensor may have authorized as a result of the investigation shall be paid from the Reporting Party's escrow account and the funds held in the Registered Licensee's escrow account shall be returned.

If the test results, as interpreted by the BIFMA Technical Director, confirm the suspected non- compliance, the Licensor shall provide the Registered Licensee with a "Notice to Respond to Confirmed Non-Compliance." The notice will provide the Registered Licensee with the results of the testing and details of the non-compliance in need of correction. The cost of the tests and any other expenses which the Licensor may have authorized as a result of the investigation shall be paid from the Registered Licensee's escrow account and the funds held in the Reporting Party's escrow account shall be returned.

Any remaining funds exceeding the applicable costs shall be refunded to the appropriate party.

Note: Interpretation of test results if necessary shall be made by the BIFMA Technical Director.

4.4.4 Licensee Response to Confirmed Non-compliance.

Licensee may appeal the BIFMA post-test finding of non-compliance to the President

& CEO of BIFMA and/or provide corrective action within thirty (30) days of the finding of non-compliance. The Licensee must submit a letter to BIFMA detailing the reasons for the appeal and provide supporting documentation and information. If the President & CEO of BIFMA affirms the finding of non-compliance, Licensee shall provide proof of corrective action within thirty (30) days of such decision in order to remain in the registry.

If corrective action does not resolve the issue, then the Licensee's non-conforming product(s) will be removed from the Compliant® Program and corresponding Registry and Licensee will be ineligible to renew the non-conforming product(s) until the corrective action is resolved. Licensee agrees to stop using the Compliant® Mark immediately for the non-conforming product(s). Multiple non-conforming products may result in removal of the Licensee from the Compliant® Program.

4.4.5 Licensor's Decisions are Final and Binding.

The Licensor's decisions regarding compliance, complaints, and appeals will be final and binding on the Complainant and Licensee.

4.5 Appeals

BIFMA has the final decision on any applications for Agreement per 4.1; or on any Audits per 4.3; or regarding any Complaints or interpretations per 4.4.

4.6 Confidentiality

Licensee and Licensor will take reasonable steps to prevent any Confidential Information of each other from being disclosed to third parties. "Confidential Information" shall mean all information of either party that is not readily available to the public.

4.7 Use of the Compliant® **mark(s)®**

The Licensor will provide a BIFMA Compliant® mark, a copy of which is attached as Exhibit D (the "Compliant® Mark"), which Licensor has developed for use in its promotion of performance and safety in the manufacture and distribution of office and institutional furniture. Licensor has applied to the U. S. Patent and Trademark Office for registration of the BIFMA Compliant® Mark on November 15, 2019 (USPTO Serial Number 88694332(the "Name") and USPTO Serial Nos. 88712905 (the "Logo")).

The Licensor will provide a BIFMA Compliant Participant Mark, a copy of which is attached as Exhibit D which Licensor has developed for the use by Licensee for promoting participation in the BIFMA Compliant Program.

BIFMA shall provide to the Licensee of a conforming product, the appropriate mark artwork. The Licensee shall apply and use the mark(s) in accordance with the mark® application guidelines (Exhibit G). Use of the mark by a Licensee is voluntary.

The Licensee shall submit Product Line information to BIFMA and / or BIFMA's Registry Contractor for listing on the BIFMA Compliant® Registry Website during the initial agreement per 4.1. Licensee shall not use the mark without corresponding product information in the registry. The Licensee may add or subtract Product Lines from the

registry with a notice in writing to BIFMA (email is acceptable). The relevant standard(s) must be listed with each Product Line. The Licensee shall use the Product Categories and Subcategories as per Exhibit E for their registry listing. Licensees will be provided an excel spreadsheet to complete for uploading into the Registry. Licensees modifications to the Registry may be limited to no more than one per month with the upload process.

4.8 Publicity for a **Compliant® mark®** Labeled Product

The applicant organization of a conforming product shall have the right to publish the fact that it has been authorized to apply the Compliant **mark®** on products to which the conformance applies. The Complaint **mark®** may be used in promotional literature published about the product by the Licensee its wholesalers, distributors, or retailers, as long as it is in direct correlation to the product. The Compliant **mark®** must not be used to signify Compliant® **mark®** labeling of every product from the applicant organization and may never be used to imply direct endorsement of a Licensee or product by BIFMA.

4.9 Misuse of the **Compliant® mark®**

BIFMA intends to audit Licensee on an annual basis for proper use of the Compliant® mark. BIFMA shall take appropriate action when an organization engages in unauthorized, incorrect, or misleading use of the Compliant® **mark®**, whether it is discovered by BIFMA, a competitor, or any industry stakeholder. Circumstances for unauthorized, incorrect, or misleading use of the Compliant® **mark®** are described in the **mark®** application guidelines.

4.10 Withdrawal of the Compliant® **mark®** from Products

In more severe or repeated instances of non-conformity, misuse of the Compliant **mark®**, or failure to meet the requirements for removal of probationary status, BIFMA shall withdraw a products' use of the Compliant® **mark®**. BIFMA shall inform the Licensee that the Compliant **mark®** is being withdrawn via a withdrawal notification. If the Compliant **mark®** is withdrawn from a product for any reason, BIFMA shall direct the Licensee to notify its wholesalers, distributors, and retailers to immediately cease to use the Compliant **mark®** in conjunction with that product, and the **mark®** is to be eliminated from product packaging/promotional materials within six months from the date of withdrawal notification.

When issues related to product non-conformity or improper use of the Compliant **mark®** come to the attention of BIFMA, BIFMA may notify the Licensee of the product in question. If BIFMA deems it necessary to contact the Licensee, then the Licensee shall engage in investigation and resolution of the complaint and report to BIFMA within 30 days.

4.11 Amendments to these Rules of Procedure

BIFMA reserves the right to amend these rules of procedure which may include amending the BIFMA Compliant® Scheme, the Product Conformance Requirements (BIFMA PC), or revising the standards. The ANSI/BIFMA mechanical standards are on the Periodic Maintenance Cycle per the ANSI Essential Requirements.

Exhibit C: Fees

Compliant® Program Participation Fees (subject to annual review)

Listings: The recommendation is to tabulate "listings" based on the number of product categories and/or standards associated with a given unique product name. Specifically, a new line item "listing" would be required with each unique:

- Product Name
- Product Category designation associated with that Product Name (max. of five possible)
- Applicable conforming standard

Note that multiple product subcategories can be included in one "listing".

Examples:

- Product "Lorem Ipsum" / Category "Seating" / Subcategory - Task, Conference, Classroom / ANSI/BIFMA X5.1 & ANSI/BIFMA X6.1, if both standards apply = one (1) listing
- Product "Lorem Ipsum" / Category "Seating" / Subcategory - Task, Conference / ANSI/BIFMA X5.1 would be one listing if only X5.1 standard applies and Product "Lorem Ipsum" / Category "Seating" / Subcategory - Classroom / ANSI/BIFMA X6.1 would be a second listing if only X6.1 standard applies

AND

- Product "Melody" / Category "Tables"
- Product "Melody" / Category "Systems"

Two listings required because the product line spans multiple product categories.

Member Dues Schedule		Conformance Program Fees
$0 - 1 million	A	$ 800
$1 - 5 million	B	$ 900
$5 - 10 million	C	$ 1,000
$10 - 15 million	D	$ 1,100
$15 - 25 million	E	$ 1,200
$25 -50 million	F	$ 1,500
$50 - 75 million	G	$ 1,800
$75 - 100 million	H	$ 2,200
$100 -150 million	I	$ 2,700
$150 - 200 million	J	$ 3,100
$200 - 300 million	K	$ 3,600
$300 - 400 million	L	$ 4,200
$400 -500 million	M	$ 4,800
$500 - 625 million	N	$ 5,600
$625 - 750 million	O	$ 6,400
$750 -875 million	P	$ 7,300
$875 million and above	Q - U	$ 8,000

Members will be allowed up to 300 registry "listings", listings beyond 300 would incur charges as follows:
301 – 325 listings = Program fee +$500
326 – 350 listings = Program fee + $1,000
351 – 375 listings = Program fee $1,500
376 – 400 listings = Program fee + $2,000

Exhibit D: BIFMA Compliant® Marks





Exhibit E: Compliant® Registry Database Categories

Product Category	**Product Subcategories**	*This would include (suggested terms fitting the subcategories):*
Accessories		(applicable standards: X5.5, X5.6, X5.9)
	Screens	*Privacy screens*
	Monitor Arms	
	Keyboard Trays	
		(applicable standards: X5.9, X6.5)
Casegoods/Storage		*Lateral, Vertical, Mobile*
	File Cabinets/Pedestals	*Media Cabinets, Bookshelf, Shelf/Shelves, Cabinet, Wall mount, Mobile, Hutch/Hutches, Armoires, Wardrobes, Credenza, Tower, Locker*
	Storage	
Seating		(applicable standards: X5.1, X5.4, X5.11, X5.41, X6.1, X6.4) *Tablet Arm, Classroom, Educational*
	Student Conference/Executive Stool	*Café*
	Guest/Side	*Multi-*
	Lounge	*Use*
	Patient	*Bench, Recliner, Ottoman*
	Stacking	*Sofa, Sleeper, Bariatric*
	Task	*Nesting*
	Folding	*Ergonomic,*
Systems		*Swivel Ganged*
	Panels/Workstation	(applicable standard: X5.6)
	Worksurfaces	
	Overhead Storage	
Desks/Tables		
	Desk	(applicable standards: X5.5, X6.5)
	Benching	*Return*
	Height Adjustable	
	Occasional Multi-use	*Cafeteria/Café, Classroom, Conference, Training, Folding, High-Top, Mobile, Laptop*

Exhibit F:

BIFMA PC-2023

BIFMA Product Conformance Requirements

May 15, 2023

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Suggestions for the improvement of this Guideline are welcome. The suggestions should be sent to email@bifma.org or BIFMA, 678 Front Avenue NW, Suite 150, Grand Rapids, MI 49504. Suggestions will be reviewed by leaders of the BIFMA Engineering Committee.

BUSINESS + INSTITUTIONAL
FURNITURE MANUFACTURERS
ASSOCIATION

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Foreword and Acknowledgements

The Business and Institutional Furniture Manufacturers Association (BIFMA) would like to thank the following BIFMA Engineering Subcommittee Chairs and Vice-Chairs for their leadership in the development of this document in 2018:

Melissa DuBuis	Engineering Committee Chair Panels Subcommittee Chair Seating Subcommittee Vice-Chair	Steelcase
John Norton	Engineering Committee Vice-Chair International Subcommittee Chair	Herman Miller
Desmond Noteboom	Panels Subcommittee Vice-Chair	Haworth
John Knust	Seating Subcommittee Chair	National Office Furniture
Tom Dykstra	Files/Storage Subcommittee Chair Flammability Subcommittee Vice-Chair	Haworth
John Shank	Furniture Emissions Subcommittee Vice-Chair	Kimball
Jerry Nichols	Desk/Table Subcommittee Chair	Versteel
Randy Carter	Furniture Emissions Subcommittee Chair Building Codes Subcommittee Chair	Steelcase
Jeff Musculus	International Subcommittee Vice-Chair Desk/Table Subcommittee Chair	Steelcase
Casey VanWinkle	Files/Storage Subcommittee Vice-Chair	Kimball
Lucy Hart	Ergonomics Subcommittee Chair	ergoCentric
Teresa Bellingar	Ergonomics Subcommittee Vice-Chair	Haworth
Robert Hupe	Flammability Subcommittee Chair	Virco

In addition, several members of the BIFMA Board of Directors were active in setting the direction for this document including BIFMA General Counsel. This document was first introduced in May of 2018. A revision history to this document can be found below.

Changes from 2020 include:

- Adding a definition for “BIFMA Compliant” (3.3)
- Removed reference (was 4.5) BIFMA Website Standards FAQ “Testing to Revised ANSI/BIFMA Mechanical Standards” as it is no longer on the website
- Added clarifications to “most recent version of a standard” in 6.2. Added 6.2.1, 6.2.2 and 6.2.3.
- Added details regarding ISO 17025 labs in 6.3
- Added information regarding percentiles and CMD to section 7 Ergonomics
- Added reference to BIFMA Compliant in the last sentences of 8.2 and 8.3
- Minor editorial throughout the document

Changes from 2023 include:

- Modified language in section 7 to accommodate transition from ergonomic guideline to standard

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1. Purpose

The purpose of this document is to provide the minimum requirements for assessing a product to BIFMA standards and making claims or statements of conformance to those standards. Companies shall follow these requirements when making claims or statements of conformance to BIFMA standards. Customers who buy products that are declared by an organization to conform to BIFMA standards should be confident that any individual product they purchase would pass the appropriate BIFMA tests.

2. Scope

This document applies to any product that has been declared as being in conformance with ANSI/BIFMA or BIFMA mechanical performance standards. General comments are provided for the BIFMA Ergonomics Guideline.

3. Definitions

3.1 ANSI (American National Standards Institute): The Institute oversees the creation, promulgation and use of thousands of norms and standards that directly impact businesses in nearly every sector. ANSI is also actively engaged in accreditation - assessing the competence of organizations determining conformance to standards

3.2 BIFMA (Business and Institutional Furniture Manufacturer's Association): The commercial furniture industry's Trade Association. BIFMA gathers and reports on industry statistics, takes an advocacy position on issues (product and business regulations, business policy, legal matters, etc.) that have broad industry impact/benefit and develops and promulgates minimum industry safety and performance standards for office and institutional furnishings. BIFMA is an ANSI- accredited standards developer and many BIFMA standards are developed and approved through the ANSI process and bear the "ANSI/BIFMA" designation as part of the title of most standards.

3.3 BIFMA Compliant® : A BIFMA sponsored product verification program and trademarked name to show conformance to the applicable BIFMA standard, contractual agreement, and this document. The program permits use of a website registry and Compliant® logo in consideration for meeting the contractual requirements and a fee.

3.4 Conformance: The state of having the appropriate procedures, programs and processes in place to ensure that any given group of products (product-offering) meet the minimum performance requirements defined by this document Conformance is often referred to as “Compliant® ” or “compliance”.

3.5 Conformity Assessment: The process for demonstrating that products meet standards, regulations, guidelines and other specifications necessary to allow statements of product compliance.

3.6 GSA (General Services Administration): US Federal Government Agency responsible for establishing purchasing policies and requirements pertaining to the procurement of products within Government facilities.

3.7 Testing Program: The process of planning, procuring, and performing the testing required for conformance.

4. References

4.1 BIFMA standards: http://www.bifma.org/?page=standardsoverview

4.2 ISO/IEC 17025 General requirements for the competence of testing and calibration laboratories

4.3 ISO/IEC 17050-1 Conformity assessment – Supplier's declaration of conformity – Part 1: General requirements

4.4 ISO/IEC 17067 Conformity assessment – Fundamentals of product certification and guidelines for product certification schemes

4.5 BIFMA Website Standards FAQ "Worst-Case Testing"

4.6 BIFMA Website Standards FAQ "Loss of Serviceability Guideline"

5. Background and Assumptions

5.1 BIFMA Conformance

Many customers seek or require conformance to BIFMA standards as part of requests for proposals (RFP), bid packages, and/or as a contractual requirement associated with their purchase (GSA, for example).

Historically, it has been left up to individual organizations, or in some cases, independent test laboratories or certification agencies, to determine when a product (or product line) complies with a standard based on the testing requirements given in the standard.

5.2 Customer Requirements

Some customers will have requirements regarding which standards apply to specific product types, or minimum age of test reports or time windows for "recertifying" when a revised standard is issued (or both), but generally do not specify exact conformance requirements.

5.3 Test Plan Creation

Proving conformance requires testing. Test plans should be determined by experienced personnel with engineering and/or testing experience. The general tenet of any testing program is that upon successful completion, it is expected that any product within the product line would pass the required tests.

5.3.1 Worst Case Testing

In determining a test plan, it is typical that "worst-case" products are tested that are representative of the full offering. This is common practice as it is impractical to expect that every product type, option, finish type, textile, etc., be tested. BIFMA includes

worst-case guidelines in each standard that are helpful in test planning. In general, worst-case products are the largest product (have the greatest load-bearing capability, have the greatest loading moments, and/or have the greatest spans between support structures or provide the greatest tipping potential). However, the largest product may have additional support structures, reinforcement or "footprint" which make them more robust, so a smaller product may be "worst-case". Regardless of the guidance given, good engineering judgment must be applied to making these determinations. This judgment must consider the design and materials used in the products, the manufacturing processes and variations, quality control measures applied, etc. Often several models must be tested to ensure all worst-case scenarios are evaluated. For example, to demonstrate compliance to the Arm Strength test method, a seating product with both fixed arm and adjustable arm option(s) would need to have both arm types tested to prove compliance.

5.3.2 Samples required

BIFMA standards do not require multiple samples or indicate test reliability. When creating test plans, a single product (test sample) may be used for multiple tests. This is acceptable, but not required. For durability tests, especially, it is common practice to utilize a single product through a sequence of individual tests; such test sequences are often performed until the product does not meet the acceptance levels of a given a test. If this occurs the failing test result shall be disregarded and that test rerun using a new test sample before continuing the test sequence. For example, if a product is found not to meet the requirement in test 9 of 12, a new sample can be tested to assure conformance to test 9 before completing the test sequence 10-12 on the new sample.

In many cases, static proof load testing may cause damage that would impact the outcome of subsequent tests and that sample may not be useable for further testing.

5.3.3 Testing Frequency

Even if no changes are made to the product or the reference standard, testing should be repeated on a regular basis to confirm ongoing conformance. The frequency of testing depends on volume of product produced, quality and manufacturing controls in place to assure consistent product performance, regulatory requirements, customer complaint and warranty history, among other factors.

5.4 Process Control

An organization shall have procedures/processes in place to ensure that:

- formal records exist to support declarations of conformance
- quality systems (procedures and instructions) are in place to ensure that product, material, dimensional and/or supplier changes are controlled in a manner that reasonably assures ongoing compliance to product requirements
- manufacturing facilities follow documented processes (utilization of ISO 9001 Quality Management System requirements is one acceptable method)

Organizations who have reason to believe their product or process is not resulting in consistent Compliant® outcomes shall take additional steps beyond the scope of this document to regain confidence.

6. Product Conformance Requirements

A declaration of conformance to ANSI/BIFMA standards or guidelines assures that a product line has had representative products tested/evaluated and has been found to meet all the applicable requirements of the standard.

Any product for which a manufacturer makes a BIFMA conformance declaration shall:

6.1 Comply with this Product Conformance Requirements document.

6.2 Meet the most recent version of the applicable BIFMA standard for that product line. If the most recent version is less than 3 years old, it is acceptable to meet the prior version.

6.2.1 The most recent version of a reaffirmed standard is the date prior to the parenthesis. For example, the year 2013 is the most recent version of hypothetical standard ANSI/BIFMA X5.X-2013(R2018).

6.2.2 If a particular test requirement had no changes in a revision, then it is not necessary to retest products to that particular test. To claim compliance to a new edition, it is only necessary to test to those tests that were revised. Compliance with the current edition of a standard may be accomplished by combining test results from the current revision with test results of unchanged tests to one previous edition or reaffirmation of the standard.

6.2.3 Data to support continued conformance claims shall be no older than ten years (See 6.9).

6.3 Be tested in an ISO 17025 accredited lab that includes the applicable ANSI/BIFMA standards in its scope of accreditation. A third-party Accreditation Body (AB) attests to technical competence within a laboratory in addition to its adherence and operation under a documented quality system, specific to a Scope of Accreditation. In order for accreditation bodies to recognize each other's accreditations, the International Laboratory Accreditation Cooperation (ILAC) worked to establish methods of evaluating ABs. The first-party or third- party lab shall have been accredited by an AB that is an ILAC Multilateral Recognition Arrangement (MRA) signatory organization.

In the U.S. there are several, multidisciplinary ABs that serve the laboratory community. These ILAC MRA signatory ABs carry identical acceptance across the globe. It does not matter which ILA MRA signatory AB is utilized for accreditation. The MRA arrangement was designed with equal weight across all countries. For more information see: https://ilac.org/ilac-mra-and-signatories.

The entity that makes a conformance claim shall:

6.4 Ensure all worst-case products are tested.

6.4.1 For New Products or Products Undergoing First-time Conformance Testing: Perform each applicable test method.

6.4.2 For Changes to Existing Products: At a minimum, perform the test methods of

the referenced standard that would reasonably assess the change.

6.5 Have product tested that is representative of standard production products (manufactured by standard production processes and materials).

Note: For products requiring assembly by the purchaser or end user, assembly instructions shall be available specifying assembly requirements, configuration requirements and/or any applicable use instructions or warnings. The testing entity shall adhere to these instructions in assembling test products and/or in determining test configurations.

6.6 Address any failures by first analyzing and assessing the failure (see 5.3.2 for testing guidance).

6.6.1 If the assessment concludes the test was invalid because of faulty test setup or execution of the test, or other correctable assignable cause, the test shall be repeated.

6.6.2 If the assessment concludes the underlying product and processes are fully reliable and the failure was likely due to a sample anomaly, a minimum of two additional samples shall be tested and both must pass without exception. An additional failure likely means the product/processes are not fully reliable and the product design and/or processes need to be revised per 6.6.3.

6.6.3 If the assessment concludes the failure was due to a product issue, the product or process shall be modified. These modifications should be based on, engineering and production expertise and judgment. Testing is required to verify the modified product conforms with the applicable ANSI/BIFMA standards.

6.7 Determine when a change to a product requires retesting to assure continuing conformance.

6.7.1 Whenever changes in materials, constructions, sizes, fasteners, adhesives and/or processing occur (includes changing suppliers), the responsible entity (“Licensee” for those in the BIFMA Compliant® Program) shall determine whether retesting is needed and which tests must be performed.

6.7.2 Upon successful validation of the product’s performance, the respective declaration of conformance can be updated.

6.8 Determine when retesting is required due to a revised standard.

6.8.1 When a standard that affects existing declarations of conformance is revised, a determination of the conformance status for the affected products shall be made.

6.8.2 Confirmation of the conformance statement shall be completed after publication of revised standards, not to exceed 3 years. (See also 6.2)

6.8.3 Upon successful validation of the product’s performance, the conformity declaration can be updated.

6.9 Conduct routine testing at documented intervals to assure ongoing conformance to

the reference standard. A test interval of 5 years is recommended, but it could be longer or shorter depending on manufacturing process controls, customer complaints, standard revision cycle etc. (See 6.2)

6.10 Any organization claiming compliance shall maintain test reports to support declarations of conformance.

7. Product Conformance to X10.1 BIFMA Ergonomic Specifications (not part of the BIFMA Compliant® Program)

Any product for which a manufacturer makes product conformance declaration to X10.1 BIFMA Ergonomic shall:

Meet the most recent version of the applicable BIFMA Ergonomics Standard. If the most recent version is less than 3 years old, it is acceptable to meet the previous version. If no previous version of the standard is available, it is acceptable to meet the recommendations in the most recent guideline during that 3-year period; any declarations of conformance must clearly state the standard or guideline met along with the revision year (version) of the standard/guideline.

8. General

8.1 Membership in the BIFMA organization is independent from product conformance. BIFMA membership does not guarantee conformance to the BIFMA standard and does not automatically confer the right to declare conformance. BIFMA and non-BIFMA members may claim conformance for a particular product if they comply with these requirements and their product complies with the applicable BIFMA standard.

8.2 BIFMA does not test products nor does BIFMA track or monitor test conformance except for those brands which participate in the BIFMA Compliant® Program. Manufacturers shall not state, “BIFMA Approved”, “BIFMA Certified”, or “BIFMA Tested” or any other words alluding to BIFMA approval in conformance claims. Licensees which participate in the BIFMA Compliant® Program are allowed specific conformance statements.

8.3 The BIFMA logo is not intended to accompany conformance claims and shall not be used. Licensees that participate in the BIFMA Compliant® Program may use the BIFMA Compliant® logo (mark).

8.4 BIFMA does not recommend specific testing laboratories to use when making conformance claims, but maintains a list of ISO 17025 accredited Test Labs in its database (beginning June 1, 2020).

8.5 If a product meets all applicable requirements, then the responsible entity (“Licensee” for those in the BIFMA Compliant® Program) may issue a declaration of conformance, which must include the applicable standard and revision year. One example conformance statement is “*Meets ANSI/BIFMA X5.1-2017”.*

8.6 In the case of any discrepancy between this document and the referenced standard, the referenced standard shall prevail.

9. Disclaimers

9.1 BIFMA is not an ANSI accredited product certification body. As stated above, BIFMA does not certify compliance with BIFMA standards. BIFMA is not liable for, and has no duty or obligation to verify, confirm or otherwise investigate, any claims of product conformance made by any manufacturer.

9.2 The BIFMA Product Conformance Requirements and BIFMA standards (collectively, "Requirements and Standards") consist of voluntary guidelines and standards. The user is solely responsible for determining compliance with the Requirements and Standards and shall be solely responsible for any claims of conformance. By making use of any information in the Requirements and Standards, the user agrees that in no event shall BIFMA or any of its representatives be liable to the user, the user's representatives, or the end-user of the product for any damages, including without limitation for consequential, incidental, indirect, special, exemplary, punitive or enhanced damages, lost profits, diminution in value, arising out of or relating to, and/or in connection with any use of the Requirements and Standards or any claims of conformance thereto.

9.3 The Requirements and Standards are provided for informational purposes. It is the user's responsibility to evaluate and independently determine whether the Requirements and Standards are appropriate for a particular product.

9.4 No express or implied warranties of any type, including for example implied warranties of merchantability or fitness for a particular purpose, are made with respect to the information, or any use of the information, in these Requirements and Standards.



confidence | conformance

BIFMA


BIFMA
COMPLIANT
®

BIFMA Compliant®

BIFMA Compliant® is an industry-wide registry of furniture products conforming to BIFMA safety and durability standards. Compliant® provides clarity to the market by differentiating products that meet established industry standards.

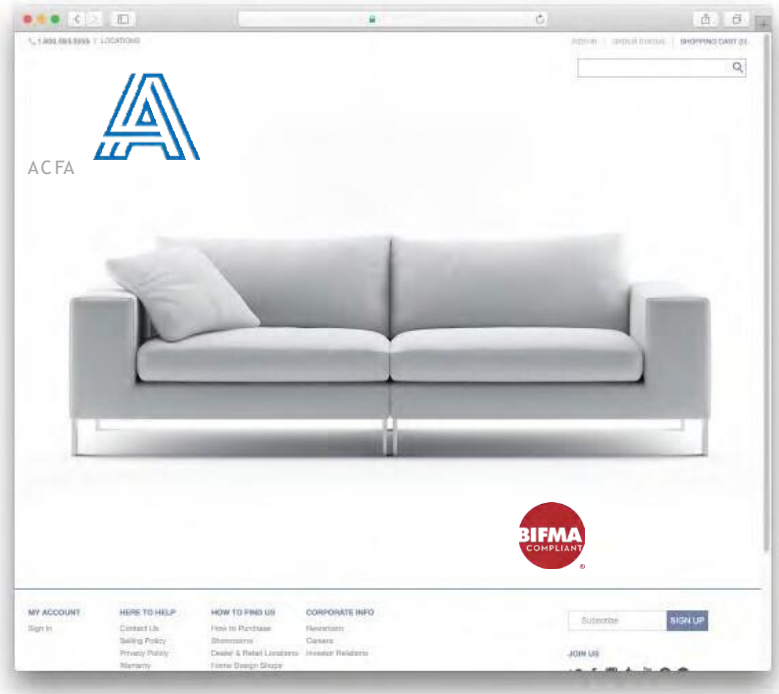
With an array of options available on the market today and recognizing that individuals and organizations are now outfitting home office environments, BIFMA seeks to help all consumers make confident furniture buying decisions. The registry is a resource for both specifiers and buyers to quickly identify quality products that comply with safety and durability standards.

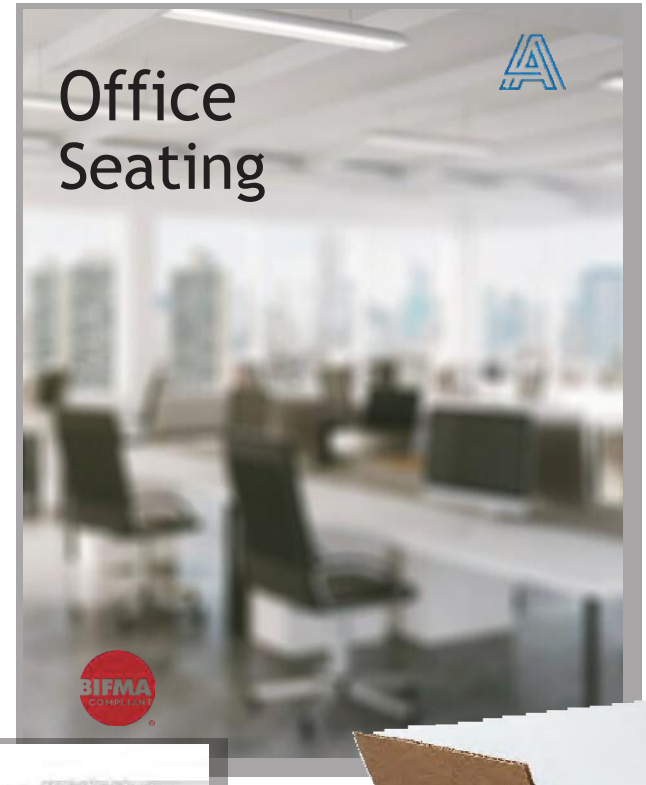
Program

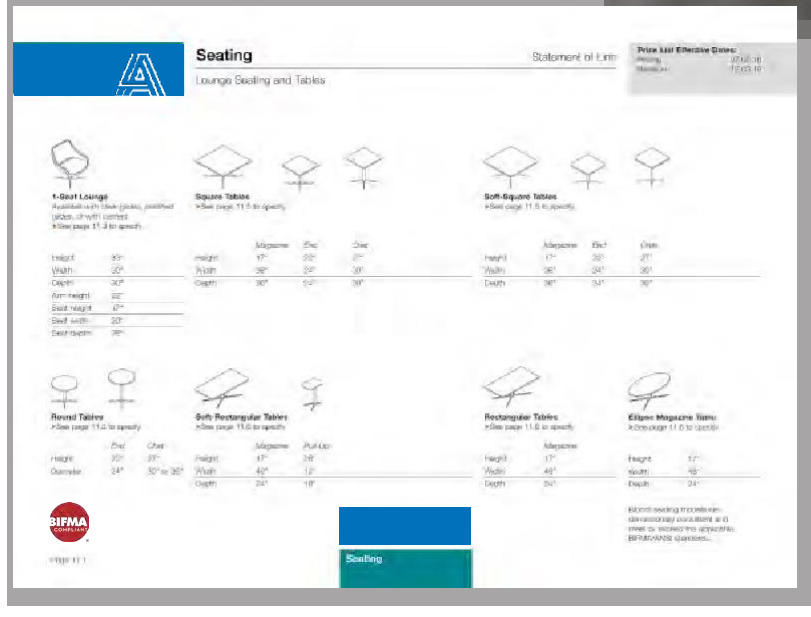
BIFMA's marketing and technical committees have worked collaboratively since 2018 on the BIFMA Compliant® program, which covers nine mechanical standards that focus on safety and durability.

- ANSI/BIFMA X5.1 Office Chairs
- ANSI/BIFMA X5.11 Large Occupant Office Chairs
- ANSI/BIFMA X6.1 Educational Seating
- ANSI/BIFMA X5.4 Lounge and Public Seating
- BIFMA X6.4 Occasional-Use Seating
- ANSI/BIFMA X5.5 Desk / Table Products
- ANSI/SOHO S6.5 Small Office/Home Office (Changing to X6.5 ANSI/BIFMA Occasional use Desk, Table, and Storage Products)
- ANSI/BIFMA X5.6 Panel Systems
- ANSI/BIFMA X5.9 Storage Units

Products that comply with the any of the nine covered standards may use the trademarked BIFMA Compliant® mark and apply it on products to which the conformance applies.


ACFA
BIFMA COMPLIANT
MY ACCOUNT
HERE TO HELP
HOW TO FIND US
CORPORATE INFO
SIGN UP
JOIN US


Office
Seating
BIFMA COMPLIANT


Seating
Lounge Seating and Tables
Statement of Limi
Price List Effective Dates:
Square Tables
Soft-Square Tables
Round Tables
Soft Rectangular Tables
Rectangular Tables
Ellipse Magazine Stand
BIFMA COMPLIANT
Seating



Graphic Representations of the BIFMA Compliant® Mark

The BIFMA Compliant® mark may be used in promotional materials when conveying information about a conforming product by the company, its wholesalers, distributors, or retailers, as long as it is in direct correlation to that conforming product.

› The BIFMA Compliant® mark is to act as a "stamp." Program participants should only use artwork supplied by BIFMA.
› The BIFMA Compliant® mark is a one-color graphic with a transparent background.
› The BIFMA Compliant® mark may be used in one of three approved colors: red, white, or black.
› Color choice for the BIFMA Compliant® mark is determined by the contrast afforded on the supplied background for legibility.
› The BIFMA Compliant® mark requires 50% clear space from surrounding graphic elements.
› The height / width ratio for the BIFMA Compliant® mark is 1:1, to maintain the symmetry of the circle shape.

If you desire to incorporate the BIFMA Compliant® mark onto your product, the guidelines generally follow the same requirements for scaling, free space surrounding the mark, etc. If molded into the product, it is assumed the color of the mark would be integral to the piece and thus share in its color. If the mark is permanently affixed, then guidance for using the mark on a non-white background should be followed. For unusual applications of the mark, please contact BIFMA for more specific guidance.

Companies shall not use the BIFMA Compliant® mark when referring to furniture products that are not part of a BIFMA Compliant® Program & Mark License Agreement and listed on the registry. Companies shall not use the BIFMA Compliant® mark to imply their company is Compliant® . See guidance for BIFMA Compliant® Participants.

BIFMA Compliant® Usage in Text

The name of the program should always include BIFMA in all caps, and a capital "C" for Compliant® when naming the program, the registry, or to declare product conformance.

When used for the first time in text, BIFMA Compliant® should be followed by the circle-R registered trademark symbol in superscript, and by the descriptor "the commercial furniture industry's registry of standards-conforming products," as shown here:

BIFMA Compliant® ,® the commercial furniture industry's registry of standards-conforming products.

The descriptor is mandatory in the first mention of BIFMA Compliant® in the text, but should not be repeated in subsequent mentions.

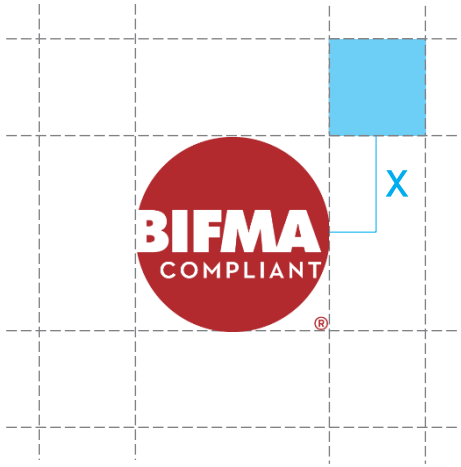
The circle-R registered trademark symbol in superscript is mandatory with the first use of the BIFMA Compliant® name in the text, but it need not be used with other occurrences of the BIFMA Compliant® name in the text.

The registered trademark symbol can be created as follows:

› Microsoft Word for Mac: Option + r
› Microsoft Word for PC: Ctrl + Alt + r
› HTML: ® (ampersand + pound sign + 0174 + semicolon)

The paragraph below gives examples of correct usage of the BIFMA Compliant® name in text:

BIFMA Compliant® ,® the commercial furniture industry's registry of standards-conforming products. BIFMA Compliant® is open to both BIFMA members and non-member companies and covers nine mechanical standards that focus on safety and durability.



x= 1/2 diameter of mark









Correct Usage of the BIFMA Compliant® Mark

reproducing the logo

Use only supplied artwork

proportion

The height-to-width ratio of the mark is always 1:1

size

The mark should be printed at a minimum size of 0.5”

clear space

Leave clear space equal to 1/2 the diameter of the mark itself between the mark and any graphic elements, including type.

color selection

Use black on backgrounds 20%–30% black (or equivalently dark color or even texture.)

Knock out in white on backgrounds darker than 30% black (or equivalently dark color or even texture.)

Use black or red on backgrounds up to 20% black (or equivalently dark color or even texture). Never use in black or red over a photograph.

colors

red	Process color: c0 m91 Y100 K23
	Display color: r192 g49 b26
	Pantone color: 1805 c
BlacK	Process color: c0 m0 Y0 K100 (or as per printer’s instructions for black)
	disPlaY color: r0 b0 g0 (000000)

If possible, knock out in white on photographs and ensure background shines through. Place the mark on an area of the photograph that ensures proper contrast.

Incorrect usage of the BIFMA Compliant® Logo

BIFMA will audit for proper use of the Compliant® mark and take appropriate action when an organization engages in unauthorized, incorrect, or misleading use of the Compliant® mark.



Do not use an effect on the mark



Do not use mark on a background color with the interior of the mark another color (including white)



Do not distort the mark



Do not make the mark an unapproved color

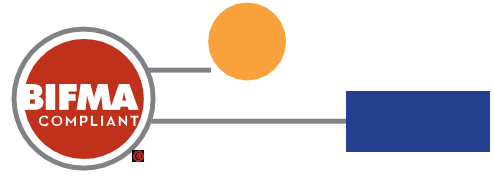


Do not make graphics that are “variants” of the mark

Do not use the mark as an element of a graphic illustration



Do not use the mark as an element of a photographic illustration



Do not use the mark as part of an information graphic

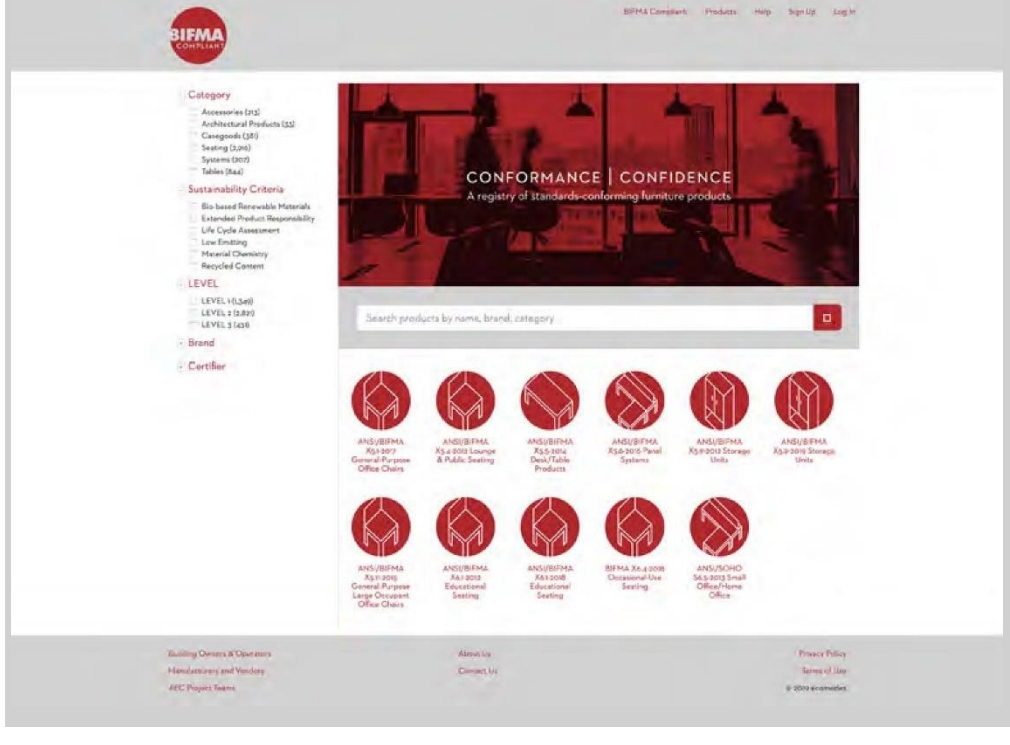
Product Visualization on BIFMA Compliant® Registry

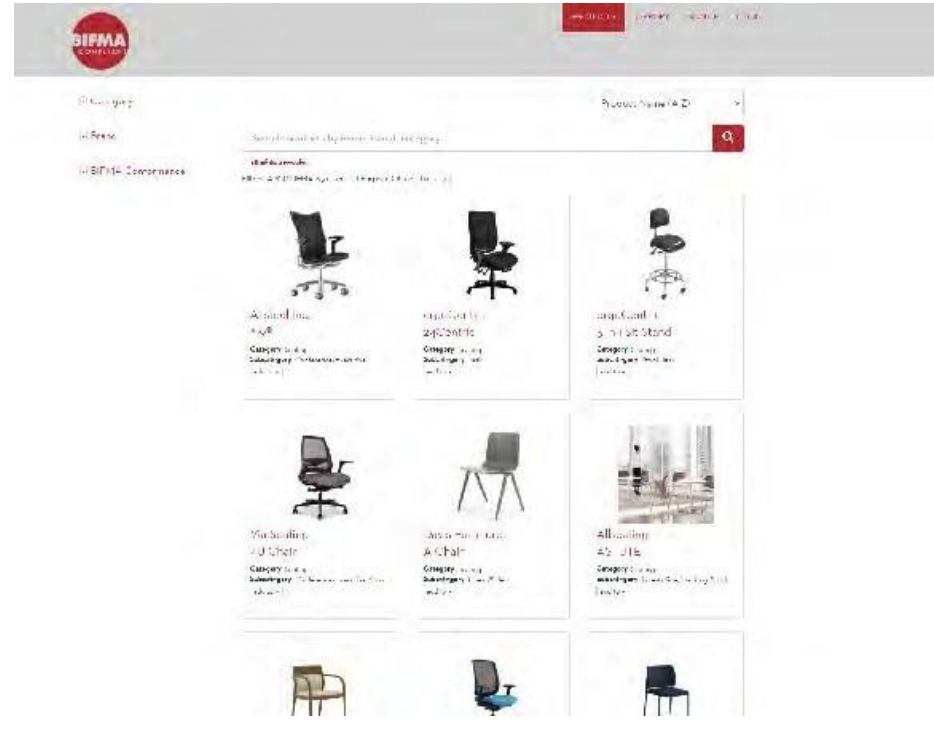
Furniture manufacturers who elect to participate in the BIFMA Compliant® program will upload product information into the database, which populates the searchable online registry. Access will be free to anyone interested in finding products that are included in the program. All BIFMA Compliant® products will be listed on the registry.

Companies must provide one (1) image for each thumbnail on the Compliant® product registry. The file format should be PNG or JPG and must be a three-dimensional photograph or photo-realistic rendering of the product relevant to the listing.

Images must accurately represent the product for that unique listing. No logos, line drawings or plan views may be used for the product thumbnail image.

Display size for images is to be between 300 x 300 and 500 x 500 with a file size of approximately 500 Kb. Note that larger file sizes may effect performance of your listing's upload speed.







Participating Manufacturing Companies

Participating manufacturing companies may at times wish to promote their participation in the BIFMA Compliant® program in general terms on a website, in marketing collateral that is not product specific, or in presentation materials.

Separate image files for this promotional purpose are provided for use when discussing participation in the BIFMA Compliant® program. While the standalone BIFMA Compliant® mark shall not be used unless referring to a specific conforming product, this program participation lockup shall not appear on a product and shall not be used to imply that a product is included in the program.

The BIFMA Compliant Participant® mark is to act as a "stamp." Licensee should only use artwork supplied by BIFMA.

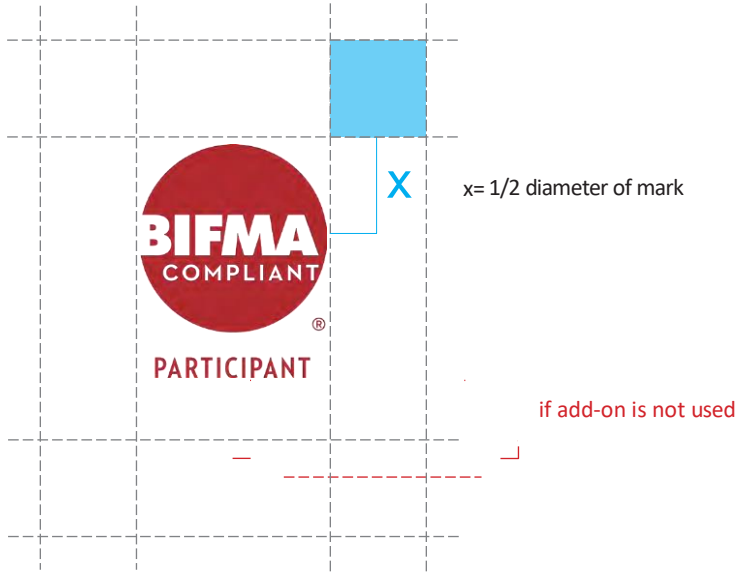
› The BIFMA Compliant Participant® mark is a one-color graphic with a transparent background.

› The BIFMA Compliant Participant® mark may be used in one of three approved colors: red, white, or black.

› Color choice for the BIFMA Compliant Participant® mark is determined by the contrast afforded on the supplied background for legibility.

› The BIFMA Compliant Participant® mark requires 50% clear space from surrounding graphic elements.

› The height / width ratio for the BIFMA Compliant Participant® mark is 1:1, to maintain the symmetry of the circle shape.



Correct Usage of the BIFMA Compliant® Participant Mark

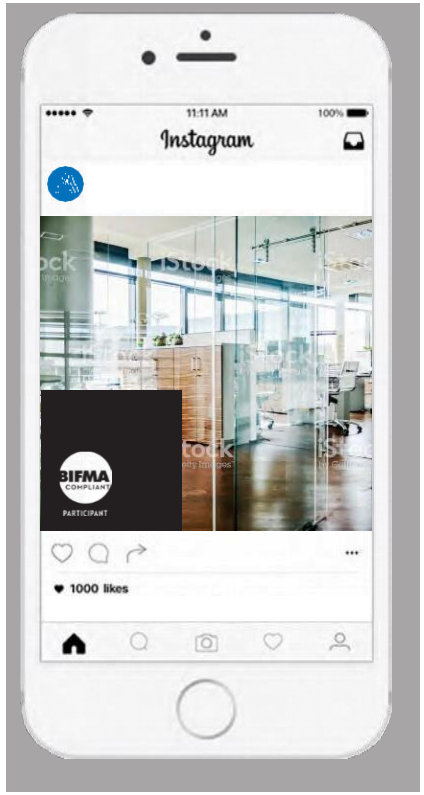
reproducing the logo
Use only supplied artwork

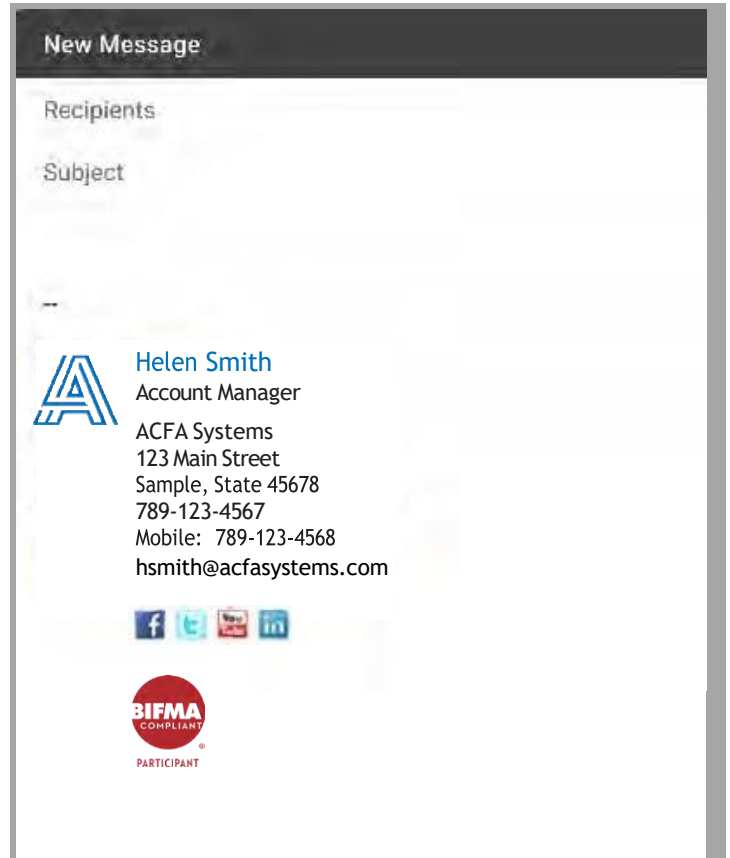
proportion
The height-to-width ratio of the mark is always 1:1

size
The mark should be printed at a minimum size of 0.5”

clear space
Leave clear space equal to 1/2 the diameter of the mark itself between the mark and any graphic elements, including type

See page 6 for notes on color





Promoting the Program

BIFMA will take steps to create market demand and drive traffic to the BIFMA Compliant® registry through its outreach to the design community and other decision makers.

Participating companies are encouraged to help in this effort by using the BIFMA Compliant® logo when promoting conforming products and their benefits and by referencing their participation as they seek to differentiate in the marketplace.

For product lines that list some exceptions to conformance on the BIFMA Compliant® registry, you may still use the mark in promotion of these product lines. Suggested language to use in these cases, "refer to the BIFMA Compliant® product registry at BIFMA.org for any exception that may apply to this product line."



About BIFMA

BIFMA is the not-for-profit trade association for business and institutional furniture manufacturers. Since 1973, BIFMA has been the voice for the commercial furniture industry, serving member and non-member companies to promote meaningful, market-oriented improvements for all stakeholders.

BIFMA sponsors the development of safety, performance and sustainability standards used across the furniture industry. The association educates the stakeholder community on the importance and proper use of these standards. BIFMA also provides industry statistics and forecasts to members and the public, and advocates for regulatory conditions that enhance value and foster innovation.

For more information visit BIFMA.org.

Note: Use of the BIFMA logo is not permitted at any time by member or non-member companies without prior permission.

BIFMA Product | Performance | People



confidence | conformance

For any applications of the marks not covered by this guideline, contact BIFMA for approval at email@bifma.org.

For more information about BIFMA Compliant® or to search the registry, visit BIFMA.org.

BIFMA