

NFRC 7000 – 2025 [E0A1]

NFRC – Product Certification Program

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Foreword

The National Fenestration Rating Council, Incorporated (NFRC) manages and operates a uniform rating system for energy and energy-related performance of fenestration products. The Rating System reports the U-factor, Solar Heat Gain Coefficient (SHGC), Visible Transmittance (VT), Air Leakage (AL), and Condensation. These ratings may be mandatory or optional based on the product category being certified. Together, these rating procedures, as set forth in documents published by NFRC, are known as the NFRC Product Certification Program (PCP).

The NFRC Rating System employs computer simulation and physical testing to establish energy and related performance ratings for fenestration products. The NFRC Rating System is reinforced by a certification program under which NFRC-licensed participants claiming NFRC product certification shall label and certify fenestration products to indicate those energy and related performance ratings, provided the ratings are authorized for certification by NFRC and under ongoing inspection and assessment by a recognized Inspection Agency (IA).

The requirements of the rating, certification, and labeling program (Certification Program) are set forth in this document and the most recent versions of documents referenced and associated with the PCP.

Disclaimer

NFRC certification is the authorized act of a Manufacturer/Responsible Party in labeling a fenestration or related attachment product with an NFRC Permanent Label and/or, based on the product category, NFRC Temporary Label with the mandatory ratings, as well as any selected optional rating, as reported by NFRC-recognized simulation and testing laboratories, evaluated by an inspection agency and authorized for certification by NFRC. Each of these participants acts independently to report, recommend certification, and provide information to NFRC for certification based on the PCP requirements.

Certification by NFRC does not constitute a warranty or endorsement regarding any characteristic of a fenestration or fenestration-related attachment products. Certification is not an endorsement of or recommendation for any manufacturer's product or product line or any attribute of a product or product line. NFRC is not a merchant in the business of selling fenestration products or fenestration-related products and therefore cannot warrant products as to their merchantability or fitness for a particular use.

Questions about the NFRC Product Certification Program can be directed to the National Fenestration Rating Council.



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1. INTRODUCTION

1.1 Scope of Program

This program provides product certification authorization for those seeking to certify products under the NFRC Product Certification Program (PCP) for fenestration products (windows, doors, skylights), dynamic glazing, and attachments (shades, films, blinds). The roles and activities of the various entities a licensee uses to obtain and maintain certification are defined here and in the documents referenced herein.

1.2 Property Rights

NFRC owns all rights to the Certification Program, the Laboratory Accreditation Program (LAP), the Inspection Agency Program (IAP), Compliance and Monitoring Program, ANSI/NFRC 100, NFRC 101, NFRC 102, ANSI/NFRC 200, NFRC 201, NFRC 300, NFRC 301, NFRC 302, ANSI/NFRC 400, ANSI/NFRC 500, NFRC 500, NFRC 501, NFRC 716, and documents and procedures associated with the PCP and approved by the NFRC Board of Directors.

1.3 Confidentiality

NFRC certification authorization reports, simulation reports, and test reports shall be deemed confidential. Reports and information used for maintaining certification (additional testing/simulation, Inspection Agency [IA] inspection reports, and agreements with recognized agencies) shall remain confidential.

NFRC shall hold confidential any material non-public information gathered through the process and maintenance of certification and may not release any information other than as authorized under the PCP without the consent of the licensee, laboratory, and/or IA.

NFRC retains the ability to disclose confidential information as required by a legal process, as requested by a governing body or accrediting agency as part of certification reviews and maintaining the PCP accreditation, and as permitted in the performance of its duties under the PCP.

Recognized labs and simulators shall be responsible for maintaining confidentiality agreements with their clients relating to this confidential information.

1.4 Identification and Mitigation of Risk to Impartiality

On an ongoing basis, NFRC staff and NFRC committees shall identify, review, document and seek to mitigate any conflicts of interest and

risks to impartiality pertaining to the PCP that they identify.

Conflicts of interest and risks to impartiality may be reported to NFRC by NFRC staff, members, licensees, accredited labs, inspection agencies, and other stakeholders.

All reported conflicts and impartiality risks associated with program activities and ratings shall be documented and reviewed, generally, through the Certification Policy Committee (CPC). The results of any such review or investigation, any further actions required, if any, and the outcome of the review and investigation shall be documented.

NFRC staff, in connection with their employment, shall be required to report any conflicts of interest or risks to impartiality they identify to NFRC senior staff.

CPC members acknowledge their impartiality as part of the group by signing and returning the necessary form. Where a member of the group may have a conflict with the discussion of a presented risk, they may be asked to recuse themselves in the discussion and any decisions.

1.5 Non-Discriminatory Conditions

The PCP will operate within the scope of the Accredited Certification Scheme per the requirements of ISO/IEC 17065: *Conformity assessment – Requirements for bodies certifying products, processes and services*.

All certification activities are conducted in a non-discriminatory manner. PCP certification services are available to all applicants:

- whose products meet the scope and requirements of the PCP and for the category for which certification is being sought;
- without regard to size of the organization, member or non-member status, or current number of certifications; and
- without imposing undue financial or other conditions.

NFRC maintains the right to deny an application for product certification or licensure by NFRC by organizations that do not meet the necessary requirements of the PCP.

2. REFERENCES

All references are for the latest approved version unless otherwise specified.

- A. ANSI/NFRC 100: *Procedure for Determining Fenestration Product U-factors*

- B. NFRC 102: *Procedure for Measuring the Steady-State Thermal Transmittance of Fenestration Systems*
- C. ANSI/NFRC 200: *Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence*
- D. NFRC 201: *Procedure for Interim Standard Test Method for Measuring the Solar Heat Gain Coefficient of Fenestration Systems Using Calorimetry Hot Box Methods*
- E. ANSI/NFRC 202: *Procedure for Determining Translucent Fenestration Product Visible Transmittance at Normal Incidence*
- F. ANSI/NFRC 203: *Procedure for Determining Visible Transmittance of Tubular Daylighting Devices*
- G. ANSI/NFRC 400: *Procedure for Determining Fenestration Product Air Leakage*
- H. NFRC 500-2017: *Procedure for Determining Fenestration Product Condensation Resistance Value*
- I. ANSI/NFRC 500-2023: *Procedure for Determining Fenestration Product Condensation Index Ratings*
- J. NFRC 600: *Glossary and Terminology*
- K. NFRC 700: *Product Certification Program -- Sunset Exceptions* (until such time as this document is fully sunset)
- L. NFRC 701: *Laboratory Accreditation Program Document*
- M. *NFRC Fee Schedule*
- N. NFRC 706: *Requirements for Participating Insulating Glass Certification Programs*
- O. NFRC 710: *NFRC Operating Policies Manual*
- P. NFRC 716: *NFRC Certified Simulator Program*
- Q. NFRC 7002: *Inspection Agency Program*
- R. NFRC 7007: *NFRC Compliance and Monitoring Program*
- S. NFRC 7018: *NFRC Labeling and Mark Usage Requirements*
- T. NFRC 7019: *PCP Extension and Waiver Process*

3. ROLES OF PROGRAM STAKEHOLDERS

3.1 NFRC

NFRC has established and manages the NFRC Product Certification Program. Under the PCP, NFRC:

- A. Establishes and periodically reviews certification program requirements, including rating and certification criteria, and a system for challenges and appeals;
- B. Issues product certification documentation and authorization;
- C. Manages the certification program in accordance with the NFRC PCP, Laboratory Accreditation Program (LAP), Inspection Agency Program (IAP), and Compliance and Monitoring Program (CAMP), as well as ANSI/NFRC 100, and other NFRC rating procedures;
- D. Licenses IAs under NFRC 7002 to provide NFRC product evaluation, assessment, and submittal services;
- E. Accredits simulation and testing laboratories to NFRC 701 to provide NFRC ratings data and services;
- F. Defines a system under which temporary and permanent labels are issued to or produced by licensees to be placed on fenestration products authorized for certification;
- G. Maintains an online directory of products and their energy performance ratings authorized for certification;
- H. Periodically conducts educational workshops for IAs, laboratories, and others to ensure continuing competence and uniform application of the certification program;
- I. Through its CPC, hears challenges, reviews policy, and acts on appeals pertaining to the PCP and the IAP;
- J. Through its Accreditation Policy Committee (APC), hears challenges, reviews policy, and acts on appeals pertaining to the LAP;
- K. Develops certification schemes for the product categories and performance ratings applicable to each category;
- L. Maintains a listing of participating IG Certification Programs as described in NFRC 706; and
- M. Enters into a license agreement with all NFRC Product Certification Program participants.
- N. In the event there are no NFRC-licensed IAs available to perform the services provided by an IA, any such service may be provided by NFRC or NFRC's subcontractor.

3.2 Licensees/Participants

- A. Signing and maintaining a License Agreement with NFRC. Parties required to sign a license agreement include:

- I. A Certification Holder is the legal entity that has been granted NFRC product certification with authorization to label NFRC certified products under its own three letter manufacturer code (XYZ) or numeric manufacturer code, and product codes in the NFRC CPD.
 - II. Any legal entity separate from the CH which labels, manufactures, sells, or distributes products for NFRC certification under the CH's three letter manufacturer code (XYZ) and product codes in the NFRC CPD. The license agreement with NFRC does not replace or modify any agreements between the CH and other parties for its use of the product information and product codes.

Note: Includes fabricators, private labelers, pre-hangers, distributors, sellers, and manufacturers that produce and/or label products certified by CH.
- B. Meeting the requirements in the PCP including, but not limited to, the following functions:
- I. Arranging one or more NFRC-licensed IAs to perform NFRC evaluation and assessment activities for one or more product lines;
 - II. Cooperating during in-plant assessments of manufacturing facilities to determine continued compliance with the PCP requirements; and
 - III. Allow access to sites and information, as requested, by IAs, NFRC staff, and, if applicable, observers designated by NFRC staff for surveillance (accreditations), compliance matters, and investigation activities.
- C. Arranging with one or more NFRC-accredited simulation laboratories for the purposes of conducting simulations and developing the matrix of required ratings for the licensee's product lines;
- D. Arranging with one or more NFRC-accredited testing laboratories for the conducting of thermal tests required for rating the licensee's products;
- E. Authorizing testing and simulation laboratories to provide the selected IAs with copies of simulation and testing results and necessary supporting data for the purpose of evaluating compliance with PCP requirements;

- F. Maintaining an in-plant quality control program to assure consistent quality as it relates to energy performance characteristics of products authorized for certification;
- G. Ensuring that ongoing production of products with certification authorization continues to fulfil the product requirements and values as certified;
- H. Entering into a license agreement with NFRC authorizing the licensee the use of NFRC labels and registered marks on certified products and in advertising per the program guidelines;
- I. Properly labeling products and making claims consistent with the scope of certification and in accordance with NFRC 7018: *Labeling and Mark Usage Requirements* to indicate certification;
- J. Fulfilling all certification requirements, including the implementation of program changes as communicated by NFRC or through selected IAs; and
- K. Ensuring all Insulating Glass Units (IGU) used in NFRC-certified products are certified in accordance with a participating IG Certification Program as described in NFRC 706.
- L. Ensuring all contact information on file with NFRC remains current.
- M. Completing and maintaining Schedule I and Schedule II.
 - I. Schedule I – a listing of the manufacturing facilities where products for which certification authorization is requested are manufactured or fabricated, and the company name on the temporary label.
 - II. Schedule II – a listing of the product lines for which certification authorization is in the process of being or has been granted, and the location(s) where each of those products listed are to be manufactured or fabricated.

3.3 Inspection Agency (IA)

NFRC licensed IAs are responsible for meeting the requirements in NFRC 7002 including, but not limited to, the following functions:

- A. Establishing written procedures and policies consistent with the requirements of the PCP per NFRC 7002;
- B. Implementing the NFRC requirements and procedures regarding product rating and certification;

- C. Conducting in-plant inspections of manufacturing facilities to determine continued compliance with quality assurance and certification program requirements;
- D. Evaluating simulation uploads and spreadsheets, as well as simulation and test reports to determine compliance with NFRC rating procedures, and submitting the necessary documents and data for review and certification by NFRC;
- E. Ensuring data is uploaded into the online certification databases for NFRC review and approval;
- F. Initial review of product and product line labels per the NFRC labeling requirements NFRC 7018;
- G. Ongoing review of labeling of certified products per the requirements of NFRC 7018;
- H. Investigating and reporting any violations pertaining to non-compliance and labeling issues to the licensee and NFRC;
- I. Participating in the investigation of potential violations (prohibited activities) as set forth in the NFRC 7007;
- J. Verifying that all IGUs used in NFRC Certified Products are certified in accordance with a participating IG Certification Program as described in NFRC 706;
- K. Additional information regarding the role of the IA in the Certification Program may be found in the NFRC 7002; and

3.4 Laboratories

Participants in the NFRC PCP shall use testing and simulation laboratories that are accredited under NFRC's Laboratory Accreditation Program. For information on the LAP, refer to NFRC 701.

3.5 NFRC Committees

NFRC staff may utilize committees within the organization, consisting of individuals from member organizations, to develop, interpret, and generate policies and recommendations for decisions based on the rules and guidelines of the PCP and associated documents.

4. GLOSSARY

See NFRC 600: *Glossary and Terminology*.

5. NFRC LICENSE AGREEMENT REQUIREMENTS

License agreements shall be executed for each licensee with NFRC prior to certification authorization or use or display of any NFRC trademarks and service marks. License agreements shall be required for all independent companies applying labels with the NFRC certification mark, and all companies whose company name appears on an NFRC certification label. A contract manufacturer whose only distribution method of NFRC certified products is through an NFRC-licensed distributor does not need to sign a license agreement with NFRC as long as the distributor is licensed by NFRC.

NFRC shall provide NFRC's standard license agreement for participation in the PCP to each pending licensee. Pending licensees shall complete, execute, and deliver the license agreement, including all schedules and exhibits to that agreement, and provide necessary supporting documentation to NFRC for review. Required information includes the principal office of the licensee; all locations where NFRC-certified products are manufactured, distributed, or labelled; and all company and brand names under which NFRC-certified products are sold or distributed, even if the NFRC certification labels are applied by the licensee.

6. AVAILABLE RATINGS FOR CERTIFIED PRODUCTS

Under the PCP, products may be authorized for certification only when rated in accordance with NFRC-approved procedures, software, and test methods.

6.1 U-Factor

- A. ANSI/NFRC 100: *Procedure for Determining Fenestration Product U-Factors*
- B. NFRC 102: *Procedure for Measuring the Steady-State Thermal Transmittance of Fenestration Systems*

6.2 Solar Heat Gain Coefficient (SHGC) / Visible Transmittance (VT)

- A. ANSI/NFRC 200: *Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence*
- B. NFRC 201: *Procedure for Interim Standard Test Method for Measuring the Solar Heat Gain Coefficient of Fenestration Systems Using Calorimetry Hot Box Methods*

- C. ANSI/NFRC 202: *Procedure for Determining Translucent Fenestration Product Visible Transmittance at Normal Incidence*
- D. ANSI/NFRC 203: *Procedure for Determining Visible Transmittance of Tubular Daylighting Devices*

6.3 Air Leakage

ANSI/NFRC 400: *Procedure for Determining Fenestration Product Air Leakage*

The reported date of the Air Leakage test shall be no more than 10 years prior to the date of submission for certification authorization.

6.4 Condensation Ratings

- A. Condensation Index: ANSI/NFRC 500: *Procedure for Determining Fenestration Product Condensation Index Ratings (CI)*
- B. Condensation Resistance: NFRC 500-2017: *Procedure for Determining Fenestration Product Condensation Resistance Value*

7. PRODUCT SPECIFIC CERTIFICATION REQUIREMENTS

For product certification, simulation, mandatory and optional ratings, testing, and submittal requirements, see the product specific requirements for each product type:

- A. NFRC 7100: *Windows, Doors, and Standard Skylight – PCP Product Requirements*
- B. NFRC 7102: *Applied Films – PCP Product Requirements**
- C. NFRC 7103: *Tubular Daylighting Devices – PCP Product Requirements**

*Not yet published. See NFRC 700 Sunset Exceptions

8. NFRC 701-ACCREDITED LABORATORIES AND LICENSED AGENCIES

NFRC utilizes NFRC 701-accredited simulation laboratories (sim labs), NFRC 701-accredited testing laboratories (test labs), and NFRC 7002 licensed IAs to provide

services for licensee/participants seeking certification through the PCP. A current contact listing of sim labs, test labs, and IAs is located on the NFRC website.

8.1 Simulation and Testing Laboratories

NFRC sim labs and test labs conduct computer simulations and physical testing of fenestration and attachment products.

- A. The results of simulations and tests conducted by sim labs and test labs are reported to the licensee and the licensee's selected IA.
- B. Requirements for sim labs and test labs can be found in the NFRC 701: *Laboratory Accreditation Program* document.

8.2 Inspection Agencies

An NFRC IA conducts plant inspections and ongoing assessment of licensee's quality management system and evaluation of information for submittals in support of NFRC product certification. The process for becoming recognized and the requirements for IAs can be found in the NFRC 7002: *Inspection Agency Program* document.

NFRC IAs shall:

- A. Conduct evaluation of computer simulations and physical testing of fenestration and attachment products for compliance with NFRC rating requirements.
- B. Develop recommendations for certification decisions based on evaluation and compliance with NFRC rating requirements.
- C. Perform initial and ongoing plant and product inspections in support of NFRC Certification.

9. CERTIFICATION AUTHORIZATION

The products shall be simulated, tested, evaluated, and approved in accordance with NFRC's certification standards. Products listed in the NFRC online certified products directory (CPD) are authorized for certification. A fenestration product is only considered NFRC-certified when proper permanent and temporary labels are applied to the product. The following are the minimum requirements for granting a licensee authorization to certify a product:

9.1 Initial Certification Authorization

- A. The licensee is granted authorization to label a product as NFRC-certified only when NFRC issues a Certification Authorization per Section 9.2.

- B. Products not authorized for NFRC certification, even when rated following NFRC rating procedures, shall not be advertised as NFRC-certified and shall not be labeled or presented as NFRC-certified.
- C. Initial Certification Authorization shall expire five years from the original simulation report or physical test date based on the requirements of the product certified.
- D. Test-only product lines shall be granted Certification Authorization only upon completion of tests for all required ratings. The expiration date for test-only product lines that require multiple tests shall be five years from the latest test date of all tests for required ratings when all tests are completed within six months. In cases when the required ratings' test dates exceed a six-month range, the earliest test date shall be used to set the product line's expiration date.
- E. Products or product lines that have been removed from Certification Authorization, if re-instated, shall retain the original Certification Authorization expiration date.
- F. Additional requirements for submission and granting of Certification Authorization can be found in the "Product Specific Certification Requirements" referenced in Section 7 of this document.
- G. For products utilizing component testing values, component values shall be permitted to be used provided the component test report is not more than 10 years past the initial test date.

9.2 Certification Authorization

Certification Authorization shall be granted only for products meeting the requirements of the PCP.

Certification Authorization shall be granted in the form of a Certificate of Authorization (CA). After granting Certification Authorization, NFRC shall provide a copy of the CA to the licensee.

In addition to the CA, the licensee may request a Certification Authorization Report (CAR). The selected IA or NFRC may issue a CAR, if requested, or the licensee may access the CAR through the NFRC Product Certification tool.

9.3 Recertification

Product lines that have been granted Certification Authorization shall be subject to recertification prior to the expiration date listed on the CA.

Details of the recertification requirements are defined in the Product

Specific Requirements.

Recertification shall be permitted to occur at any time within the certification cycle.

If recertification occurs more than six months before or more than six months after the product line's Certification Authorization expiration date, the new Certification Authorization expiration date shall be five years from the validation test date, except for the following:

- A. For products that do not require validation testing, the Certification Authorization shall expire five years from the recertification simulation report date.
- B. For test-only product lines, the Certification Authorization shall expire five years from the latest test date used for certification of the required rating when all tests are completed within a six-month range. In cases when the required ratings test dates exceed a six-month range, the earliest test date shall be used to set the product line's expiration date.

If recertification occurs within the six months before or within the six months after the Certification Authorization expiration date, and the physical test date is within six months of the Certification Authorization expiration date, the new expiration date shall be five years from the Certification Authorization expiration date.

For products utilizing component testing values, previously obtained component values shall be permitted to be reused provided the component test report is not more than 10 years past the initial test date at the time of recertification authorization.

9.4 Product Line Extensions of Certification

Requirements for requesting an extension are set forth in NFRC 7019: *PCP Extension and Waiver Process*.

9.5 Product Line and Component Waivers

Requirements for requesting a waiver can be found in NFRC 7019: *PCP Extension and Waiver Process*.

10. PRODUCT LABELING

10.1 Licensing and Authorization

- A. License agreements shall be executed with NFRC prior to the use of NFRC certification marks or certification labels for any reason.
- B. Labeling of authorized products may occur only after Certification Authorization is granted for such products or product lines for each approved location.
- C. The energy performance ratings permitted to be displayed on the NFRC Temporary Label, Label Certificate, or CAR shall be those authorized by NFRC and in the current version of the CPD. CPD numbers shall be current within 120 calendar days of reissuance of a CA or CAR (recertification).

10.2 Proper Labeling

Label, logo, mark usage, and requirements can be found in NFRC 7018: *NFRC Labeling and Mark Usage Requirements*.

Only products listed in the CPD shall be considered authorized for certification through the PCP.

Products shall **not** be considered certified if:

- A. the certification label information is incorrect,
- B. the required certification label information is not displayed, or
- C. the required certification label(s) are not applied to the product or are applied incorrectly.

Improper labeling shall be subject to action by NFRC per the PCP license agreement and may be subject to action pursuant to the CAMP.

11. CERTIFIED PRODUCTS DIRECTORY

11.1 Certified Products Directory – Licensee

Licensees shall be responsible for updating and monitoring their manufacturer and product information contained in the NFRC CPD. Licensee responsibilities include:

- A. Ensuring the licensee data is current (i.e., company name, address, telephone, e-mail, contact person(s), plant information, etc.);
- B. Updating applicable information to the NFRC License Agreement;

- C. Reviewing the status of current product line(s) to ensure the certification status is accurately reflected in the CPD;
- D. Monitoring active products to ensure there are no lapses in certification;
- E. Reporting to NFRC other required changes that cannot be made directly by the licensee.

11.2 Certified Products Directory – Public View

The NFRC CPD, which lists active licensees and the products authorized for NFRC certification and labeling, is accessible to the public. Every authorized product listed in the directory is designated with a CPD number.

The directory may be accessed through the NFRC website (www.nfrc.org).

12. MAINTAINING CERTIFICATION AUTHORIZATION

To obtain or maintain product certification authorization, a licensee shall meet all of the applicable conditions and criteria required by the license agreement, the PCP, and any product specific certification requirements, including the following:

12.1 Compliance with NFRC License Agreement

- A. A licensee shall comply with its obligations under its license agreement with NFRC.
- B. A licensee shall utilize the NFRC registered logo on printed materials or in advertising or promotion of certified products, in accordance with the license agreement and with *NFRC 7018: Labeling and Mark Usage Requirements*.

12.2 Maintaining Current Contact and Plant Information

- A. A licensee shall update product, plant, and/or contact information within 30 calendar days of any change or modification to product lines or plant locations.
- B. Where applicable, product, plant, and/or contact information shall be updated through NFRC and the recognized IA.

12.3 Product Consistency

- A. Manufacturing, labeling, and identification of certified products shall be consistent with those submitted to the accredited sim lab for computer simulation or accredited test

lab for physical testing and are manufactured as approved for certification through the PCP.

- B. Any amendments or removal of the value of a component or material in the NFRC technical documents used for simulation shall not require revisions to existing NFRC certifications or simulations, based on the simulation date.
- C. Simulations performed after the publication of amended values in NFRC technical documents used for simulation shall be based on the amended values.
- D. NFRC reserves the right to require updates to certified values based on the results of challenges to, or errors in, component values, modeling processes, or other requirement that may affect the product's energy performance ratings.

12.4 Product Certification Program Fees

Refer to the NFRC fee schedule for fees associated with the PCP.

- A. NFRC fees for participating in the PCP are separate from fees incurred by licensees for services provided by IAs, IG Certification Programs, sim labs, and test labs.
- B. A licensee shall be responsible for the timely remittance of all fees associated with the PCP, which includes all fees associated with simulation, testing, and IA services.
- C. Costs related to re-inspection, additional testing, and review of information necessitated by a failure to meet requirements in the first review shall be borne by the licensee.

13. NON-COMPLIANCE

An NFRC licensee's compliance with all of the criteria and conditions of the PCP may be reviewed by NFRC and an IA at any time. Licensee's compliance shall be reviewed by the IA not less than once a year in connection with the plant inspection and as part of a challenge or notification to NFRC of potential non-compliance to the PCP requirements.

This section addresses issues of non-compliance, as well as procedures used, and actions taken to resolve them.

13.1 Non-compliance

- A. Failure to address non-compliance issues may result in suspension or revocation from the PCP per Section 14.

- B. Specific product category non-compliance examples can be found in the documents referenced in Section 7: Product Specific Certification Requirements.
- C. NFRC may issue an immediate suspension of labeling where identified non-compliance affects a product line(s) performance or are not in compliance with PCP requirements.

13.2 Inspection Related

During regular or follow-up inspections, an IA will cite non-compliance issues.

A. Product Non-Compliance

An IA shall identify product non-compliance issues found during an inspection including, but not limited to:

- I. Changes to product components or design from those authorized for certification,
- II. Mislabeling of authorized products, and
- III. Out of tolerance conditions found during the review of production processes and completed authorized products.

B. Quality Management System and Administrative

An IA shall identify quality management system (QMS) and administrative non-compliance issues during an inspection including, but not limited to:

- I. Failure to perform annual review of the QMS,
- II. Failure to follow the established QMS requirements,
- III. Failure to follow record keeping requirements,
- IV. Not having the necessary personnel required by NFRC and the QMS,
- V. Failure to keep contact information current with the IA and NFRC, and
- VI. Maintenance and calibration of required quality control equipment.

13.3 Labeling Discrepancies Found During an Inspection

- A. Labeling discrepancies cited during an in-plant inspection shall be corrected by the licensee within 15 business days of the notice of non-compliance.

- B. Labeling discrepancies shall include, but not be limited to:
 - I. Labeling not in compliance with NFRC 7018:
NFRC Labeling and Mark Usage Requirements,
 - II. The mislabeling of authorized products,
 - III. Incomplete labeling (i.e., a permanent or temporary label is missing, not traceable to CPD, etc.),
 - IV. Incorrect labeling format, or
 - V. Incorrect performance ratings on the authorized product label.

13.4 Labeling Discrepancies Found Outside an Inspection

Labeling discrepancies reported to NFRC outside of an inspection may be reported by the manufacturer, manufacturer representatives, consumers, code officials, NFRC stakeholders, IAs, other certification programs, or others. A labeling non-compliance found by FenStar Certification Program (FCP) staff shall be reported and shall be reviewed per Section 10.2.

Discrepancies may consist of any product claiming to be NFRC-certified but is not in compliance with the labeling requirements. Examples include those instances where:

- A. A permanent label or temporary label is missing or illegible;
- B. A label creates a situation whereby the validity of the permanent label or temporary label is in question; or
- C. When glazing breakage occurs during transport or installation.
- D. All reported labeling discrepancies shall be reviewed per Section 10.2.

13.5 Corrective Field Labeling

Product labeling non-compliance issues shall be permitted to be corrected in the field or on-site, provided the following minimum criteria are met:

- A. Licensee identifies the condition that created the labeling discrepancy, reports the discrepancy and provides NFRC staff and the IA with a description of corrective action and action taken to prevent recurrence.
- B. Licensee keeps on file and provides NFRC and the IA with the following documentation supporting the correction:
 - I. Traceability that the product(s) were manufactured and labeled at a facility under license and

- authorized to label at the time the products were produced;
- II. Production control records identifying the product and glazing option;
 - III. Quality records related to the product in question;
 - IV. A report of an on-site product inspection by the licensee's employee or authorized agent attesting to the validity of the correction; and
 - V. With respect to broken glazing, sufficient records (e.g. production control orders, drawings, bill of materials) to assure code officials, NFRC, and the end-user that the correct glazing option was used in replacement.
- C. If the labeling non-compliance is found through the FenStar Certification Program verification testing process, the rules for replacing labels in the FCP shall be followed.

13.6 Addressing Non-Compliance

- A. Licensees shall remedy or provide a plan to remedy non-compliance noted by an IA at the time of an inspection within 15 business days of the notice of the non-compliance. The IA shall notify NFRC of all such non-compliance and a Notice of Suspension of Certification Authorization may be issued.
- B. Should a licensee not respond within the required time frame or fail to resolve the deficiency resulting in the non-compliance issue, NFRC shall issue a Notice of Suspension or Notice of Revocation (both discussed in Section 14).
- C. A Notice of Suspension or Revocation may be appealed in accordance with the appeals process in Section 16.
- D. A suspension may be reversed by NFRC upon a re-inspection or receipt of other evidence acceptable to NFRC showing the deficiencies cited have been remedied.

14. NFRC ACTIONS

NFRC has the authority pursuant to the procedures set forth in this document to deny, terminate, suspend, or revoke Certification Authorization or a licensee's license agreement.

A notification of suspension, revocation, or denial, including the reason for the action, shall be sent to the licensee's main contact in a manner that delivery of the notification, by signature or verification of electronic receipt, is provided to NFRC.

14.1 Grounds for Denial

- A. Denial of either Certification Authorization or entry into a License Agreement may be recommended by the licensee's designated IA or by NFRC staff.
- B. Grounds for denial may include, but are not limited to:
 - I. Failure to meet licensing requirements,
 - II. Manufacturer refusal to allow the initial in-plant inspection,
 - III. Failure to meet compliance requirements cited at the initial in-plant inspection,
 - IV. Failure to provide sufficient information to complete a certification review,
 - V. Failure to meet compliance requirements as part of Certification Authorization,
 - VI. Non-payment of program fees to either NFRC or licensee employed IA, or
 - VII. Breach by Licensee of its License Agreement.

14.2 Grounds for Suspension

- A. Suspension of Certification Authorization and licensee's licensing may be recommended by the licensee's designated IA or NFRC staff.
- B. Grounds for suspension may include, but are not limited to:
 - I. Refusing to allow the IA to conduct the in-plant inspection,
 - II. Failure to remedy any discrepancies cited at the time of plant inspection and noted on the IA's 30-day Notice of Non-Compliance,
 - III. Failure to remedy any discrepancies cited by NFRC outside of a plant inspection,
 - IV. Failure to comply with NFRC certification requirements set forth by the PCP,

- V. A challenge decision,
- VI. Non-payment of program fees, and
- VII. Breach by Licensee of its License Agreement.

14.3 Consequences of Suspension

- A. Upon suspension of Certification Authorization by NFRC, any and all rights of a licensee to use the NFRC name, mark, ratings, or certification label shall immediately cease with respect to the product(s) suspended.
- B. Upon suspension of a licensee's license agreement, any and all rights of the licensee to use the NFRC name, mark, ratings, certification, or label shall immediately cease.
- C. If the licensee fails to discontinue use of the NFRC name, mark, ratings, or certification label, NFRC shall issue a cease and desist notification and, if required, seek additional legal action, including the award of any damages for harm to NFRC's name and reputation and any other remedies authorized under the CAMP.

14.4 Grounds for Revocation

- A. NFRC may revoke the Certification Authorization or the license agreement in accordance with the terms of the PCP and the License Agreement.
- B. Grounds for revocation may include, but are not limited to:
 - I. A failure of the licensee to remedy a Notice of Suspension, and
 - II. Breach by licensee of its License Agreement.
- C. NFRC may revoke the license agreement of a licensee who has acted in such a manner as to impair the objectivity or integrity of the PCP or to harm the reputation of NFRC, including but not limited to:
 - I. Submission of false information to NFRC or failure to submit to NFRC any material information required to be submitted by the licensee in connection with obtaining or maintaining an NFRC license,
 - II. Knowingly or negligently affixing an NFRC label to a product that fails to meet all the requirements for labeling, or
 - III. Misrepresentation by a licensee in advertising or promotional materials of its license status.

- D. If a licensee subject to revocation does not appeal the revocation within 15 business days of receipt of the Notice of Revocation, the revocation shall be deemed final for certifications that have been revoked.

14.5 Consequences of Revocation

- A. Upon revocation of Certification Authorization by NFRC, any and all rights of a licensee to use the NFRC name, mark, ratings, certification or label shall immediately cease with respect only to the products for which certification was revoked.
- B. Upon revocation of a licensee's license agreement, any and all rights of the licensee to use the NFRC name, mark, ratings, certification, or label shall immediately cease.
- C. If the licensee fails to discontinue use of the NFRC name, mark, ratings, certification, or label, or fails to desist from any other prohibited act under the License Agreement, NFRC may, among any other actions or remedies, pursue legal action, including the award of any damages for harm to NFRC's name and reputation.

14.6 Reinstatement

Upon revocation, the licensee shall be permitted to apply for re-admittance into the PCP by completing the following actions:

- A. Enter into a new license agreement with NFRC,
- B. Submit required product information to a sim lab and test lab for products to be authorized for certification,
- C. Select and contract with an IA for product inspection and review activities, and
- D. Any other actions required by NFRC for participation in the PCP.

15. CHALLENGES

Any party with a material interest in the matter may challenge authorized ratings, product certification and labeling, certification mark usage, representation of certified products, or participation in the PCP. The challenge shall include the following:

15.1 Submitting a Challenge

- A. A detailed summary of the challenge signed by the challenger setting out the action being challenged, the

specific basis for the challenge, the challenger's interest in the challenged matter, and such other information as NFRC may request in order to evaluate the challenge and determine if further action is warranted.

- B. NFRC may also request any other party to the challenge, including the licensee being challenged, to provide a signed response to the challenge, including the specific basis for opposing the challenge and such other information as NFRC may request in order to evaluate the challenge and determine if further action is warranted.
- C. NFRC reserves the right, in its sole discretion, to have the parties to the challenge present their positions orally as well.
- D. Submission of a deposit from the challenger, at the discretion of NFRC, in the amount of up to \$5,000, to be held by NFRC and used solely to cover direct expenses NFRC incurs in administering and evaluating the challenge.
- E. Direct expenses may include, but are not limited to, staff time, NFRC incurred costs in administering the challenge, and any outside costs of NFRC directly associated with the challenge, including legal costs.
- F. At the conclusion of the challenge process, any remaining deposit will be refunded to the challenger.
- G. If the challenge is upheld, any additional direct expenses in excess of the deposit, at NFRC's discretion, shall be paid by the licensee being challenged.
- H. Challenges shall be submitted directly to the NFRC on the website (www.NFRC.org) using the "Report Compliance Issue" form.

15.2 Review of Challenges

- A. Challenges shall be reviewed by NFRC and a decision rendered based on an investigation and the information provided by both the challenger and the licensee being challenged or other party involved. All parties to the challenge shall be notified in writing of NFRC's decision on the challenge.
- B. Based on the findings and decisions rendered, challenges may be referred to the NFRC 7007: Compliance and Monitoring Program for further review and action.
- C. Challenge decisions may be appealed by the licensee being challenged per Section 16.

16. APPEALS

NFRC licensees have the right to appeal adverse challenge decisions, certification decisions made by NFRC, decisions made by their respective IAs, or denials or suspensions of an NFRC license agreement. Appeals are presented to the CPC.

16.1 Notice of Appeal

An appeal shall be made in writing within 15 calendar days of the decision being appealed and shall be sent in a manner that provides proof of delivery of the notification by signature or verification of electronic receipt. The appeal shall be sent to the attention of the NFRC CEO.

The appeal shall include a summary of the decision being appealed, a copy of the decision notification from NFRC, and sufficient detail and supporting information on the reason for appealing the decision.

- A. NFRC staff shall have 30 calendar days to review the appeal and supporting documentation, investigate and gather additional information regarding the appeal, request additional information from the appealing party as needed, and develop a recommendation for a decision before forwarding the matter to the CPC.
 - I. If requested by NFRC or the CPC, the appealing party shall be available for discussion by conference call or virtual meeting.
 - II. NFRC shall have an additional 30 calendar days to request additional information from NFRC staff and render a decision based on the information provided.
- B. NFRC staff shall notify the interested parties of the decision and take appropriate action.

If the appealing party disagrees with the appeal decision, the appealing party shall have 15 days to request in writing a review by the NFRC Executive Committee. The request shall be submitted in a manner that provides proof of delivery of the notification by signature or verification of electronic receipt.

The Executive Committee shall meet within 30 calendar days of the request for review and affirm or overturn the decision of the CPC, based on the information provided by the CPC.



NFRC staff shall notify the interested parties and take appropriate action if the CPC decision is overturned.

The Executive Committee decision shall be final.

17. REVISION HISTORY

Document Revision Log				
Section	Revision	Review	Approval	Date Released
All	Final Approved for release	Board	10/14/25	TBD
	New Document Release			