

NFRC WEBSITE LINK AGREEMENT

Please read this agreement carefully. This License Agreement is a legal agreement between you (either an individual or an entity) and the National Fenestration Ratings Council (hereinafter NFRC) for the provision within NFRC website of a link to your website. By executing this agreement, you agree to be bound by the terms provided herein. NFRC reserves the right to modify this Agreement at any time, in its sole discretion. Any material changes to the Agreement will be provided to you in writing. Upon receipt of such notice from NFRC, you may elect to terminate this Agreement by providing NFRC with written notice of your intent to terminate. If NFRC has not received written notice of your intent to terminate within 15 days of its distribution to you of the notice of material changes, your silence shall constitute your acceptance of such changes, effective as of the end of that 15 day period. If you do not agree to the terms of this agreement as now or in the future provided for, no website link will be provided for you in the NFRC website.

POLICY, TERMS AND CONDITIONS

Website links are provided by NFRC *for informational purposes only*. NFRC does not endorse, promote, recommend or otherwise encourage the use of any product or service offered by the individuals or entities for which a website link has been provided. Links are available on a first-come, first-serve basis to all entities and individuals that NFRC, in its sole discretion, believes to contain information useful to the users of NFRC's website. The undersigned warrants and covenants that in no way will the absence or presence of a link to NFRC's website be used to infer or imply any endorsement or lack of endorsement of any product or service.

While NFRC shall make every attempt to maintain it's website in good working order, the undersigned agrees to hold harmless NFRC from any and all damages, whether consequential, incidental, putative or otherwise, from any liability whatsoever related in any way to any link provided by NFRC. The undersigned also agrees that NFRC, in it's sole discretion, can remove a link at any time and for any reason.

All links provided in NFRC's website are alphabetized, and wherever possible, are listed in the same font or type. The undersigned agrees that this is a fair and impartial method of providing information through links to NFRC website users.

DISCLAIMER OF LIABILITY

In no event shall NFRC be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other loss) in any way related to the provision or lack of provision of a website link by the NFRC, whether incidental, consequential or otherwise. This provision shall apply even if NFRC has been advised of the possibility of damages.

FORUM

It is agreed that this licensing agreement will be governed by the laws of the State of Maryland.

Date _____

Name of Individual/ Entity Member

Authorized Signature

Please check if you are the following (more than one may apply):

- Member
- Participant
- Licensed Independent Certification & Inspection Agency
- Accredited Laboratories

Website address _____ ([e.g. www.nfrc.org](http://www.nfrc.org))