



AHAM Verification Program Procedural Guide Part 2 Dehumidifiers

Version 3.1



Sponsor:

Association of Home Appliance Manufacturers (AHAM)

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FOREWORD

The Association of Home Appliance Manufacturers (AHAM) sponsors the Dehumidifiers **Verification Program (Program or Verification Program)**. This Procedural Guide outlines the specific policies and procedures which applies to Dehumidifiers **Verification Program** operated by AHAM. This Procedural Guide Part 2 should be used in conjunction with the AHAM Verification Program Procedural Guide Part 1 for All Major Appliance Verification Programs.

In order for products to be sold into the market in the United States, they must be compliant with applicable energy efficiency standards. The U.S. Department of Energy (DOE) has requested the products Water Removal Content (in pints per day and in liters per kilowatt hours) and Integrated Energy Factor (in liters per kWh) are requested at the time of certification. Other programs, such as the voluntary ENERGY STAR program, a joint program of DOE and the US Environmental Protection Agency (EPA), administered by EPA, may require that **Manufacturers** obtain third-party **Qualification** of their products prior to distributing them into the marketplace.

Product certification is the responsibility of the product **Manufacturer**. The AHAM **Program** is not a certification program – it does not test products prior to their entry into market and it does not submit certification compliance information to **Government Stakeholders** on behalf of the **Manufacturers**. The AHAM **Program** does not qualify products, in the same way that it does not certify products.

The ENERGY STAR program, as of January 1, 2011, requires that any Dehumidifier enrolled in the ENERGY STAR program be part of a third-party **Verification Program**. The selection process for AHAM is based on a sampling rate of 10% of each **Participant's Basic Models** with targeted selection requests by **Government Stakeholders** and the remaining selected randomly. The AHAM Dehumidifier **Verification Program** has been recognized as a Verification Administrator for ENERGY STAR.

Verification of a product's stated energy consumption is typically conducted through random selection and testing of products already on the market. The AHAM **Program** provides a uniform and commercially practical verification of the Integrated Energy Factor under test conditions (in liters per kWh) values. The Product Capacity that is measured is used only to consider capacity in regards to product class per DOE and EPA limits. The intent of this industry **Program** is to verify the claims for all dehumidifiers models are consistent with the claims values certified to the ENERGY STAR by a **Manufacturer** or **Private Brand Owner**. The **Program** cannot and will not enforce a product's compliance with energy efficiency standards or other voluntary program requirements.

Participation in the **Program** is voluntary. An independent EPA-recognized, ISO/IEC 17025 (latest edition) accredited third party test laboratory under contract to AHAM provides verification and challenge testing based on the EPA ENERGY STAR Product Specification for Dehumidifiers version 5.0 and DOE **Test**

Procedure (10 C.F.R. Part 430, Subpart B, Appendix X1), with additional specificity provided by approved interpretations consistent with the DOE **Test Procedure**.

To participate in this **Program**, a **Participant** must list with AHAM all ENERGY STAR qualified models in production consistent with EPA ENERGY STAR **Qualified Product List (QPL)** and meet the requirements of 16 CFR 305.11(a)(1), unless the models are outside the scope of the **Verification Program Test Procedure**.

The AHAM **License Agreement (Agreement)** is a contract between the **Participant** and AHAM and is the governing document for participation in this **Program**. This Procedural Guide is an extension of, and is incorporated into, the Agreement and provides for the administration and uniform execution of the **Program**. General information and procedural details are included in this Procedural Guide. AHAM's **Major Appliance Verification Steering Committee (MAVSC)**, with oversight from the AHAM **Legal Operations Advisory Council (LOAC)** as needed, and at their sole discretion, may revise the Procedural Guide if such revision is deemed necessary, or as requested by DOE and EPA.

For additional information, contact:

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Table of Contents

1.	DEFINITION OF TERMS	1
1.19	PROGRAM	1
1.25	PROGRAM YEAR	1
1.26	QUALIFICATION	1
1.33	TEST PROCEDURE.....	1
1.36	VERIFICATION REQUIREMENTS	2
2.	PROGRAM SCOPE	2
2.3	FACTORS VERIFIED	2
2.5	ELIGIBLE MODELS	2
3.	PROGRAM REQUIREMENTS.....	2
4.	PROGRAM FUNDING.....	2
5.	VERIFICATION PROCEDURE	2
5.6	NOTIFICATION OF DEVATION FROM CERTIFIED VALUES	3
5.7	FINDING OF POTENTIAL NON-COMPLIANCE WITH ENERGY STAR REQUIREMENTS.....	4
6.	CHALLENGE PROCEDURE.....	4
7.	PROPER USE OF THE VERIFICATION CLAIMS	4
	APPENDIX A: AHAM DEHUMIDIFIER VERIFICATION PROGRAM LICENSE AGREEMENT	5
	APPENDIX B: AHAM DEHUMIDIFIERS VERIFICATION PROGRAM CHALLENGE REQUEST FORM	12
	APPENDIX C: EXAMPLE PROGRAM PRODUCTION SURVEY.....	13
	APPENDIX D: LOI's.....	15

*In all instances the term, **Test Procedure** references the Procedure found at 10 CFR Part 430 Subpart B, Appendix X1. In addition to the definitions found in AHAM **Verification Program** Procedural Guide Part 1, the following definitions apply:*

1. Definition of Terms

The text of the AHAM Verification Program Procedural Guide Part 1 is amended as follows:

All references to 10 CFR Part 430, Subpart B are amended to include Appendix X1 (for products manufactured after June 13, 2019). This will be noted throughout the AHAM Verification Program Procedural Guide Part 2 as the **Test Procedure** Amendment. The texts of definitions from 10 C.F.R. 430.2 and Part 430, Subpart B shall apply.

1.19 PROGRAM

The text of the AHAM Verification Program Procedural Guide Part 1 is amended as follows:

The term AHAM **Verification Program** is replaced with AHAM Dehumidifiers **Verification Program**.

1.25 PROGRAM YEAR

The Program year for the AHAM Dehumidifiers **Verification Program** is January 1 through December 31.

1.26 QUALIFICATION

In addition to the **Test Procedure** Amendment referenced in Item 1, the text of the AHAM Verification Program Procedural Guide Part 1 is amended as follows:

The term claims is replaced with Integrated Energy Factor (in liters per kWh). Product Capacity (in pints per day and in liters per kilowatt hours) is used only to consider capacity in regards to product class per DOE and EPA limits.

1.33 TEST PROCEDURE

The text of the AHAM Verification Program Procedural Guide Part 1 is replaced with the following:

Verification and challenge testing will be based on the EPA ENERGY STAR Product Specification for Dehumidifiers Version 5.0 and DOE **Test Procedure**, 10 C.F.R. Part 430, Subpart B, Appendix X1, any waivers issued by DOE, Letters of Instruction issued by the AHAM Verification Department, with additional specificity provided by approved interpretations originating with the DOE **Test Procedure**. All **Test Procedure** interpretation questions arising during the course of verification and challenge testing will be referred to DOE for an official response.

1.36 VERIFICATION REQUIREMENTS

Test results shall be evaluated to the requirements of Version 5.0 of the ENERGY STAR specification for Dehumidifiers and 10 CFR 429.134.

2. Program Scope

The text of the AHAM Verification Program Procedural Guide Part 1 is clarified as follows:

2.3 FACTORS VERIFIED

The text of the AHAM Verification Program Procedural Guide Part 1 is clarified as follows:

The factor verified is Integrated Energy Factor (in liters per kWh, per 10 CFR 430, subpart B, Appendix X1).

2.5 ELIGIBLE MODELS

The text of the AHAM Verification Program Procedural Guide Part 1 is amended to include the following:

The term claims is replaced with Integrated Energy Factor (in liters per kWh, per 10 CFR 430, subpart B, Appendix X1).

3. Program Requirements

The text of the AHAM Verification Program Procedural Guide Part 1 applies.

4. Program Funding

The text of the AHAM Verification Program Procedural Guide Part 1 applies.

5. Verification Procedure

The text of the AHAM Verification Program Procedural Guide Part 1 is amended as follows:

5.4 VERIFICATION AND EVALUATION METHOD

Per 1.36, the Version 5.0 ENERGY STAR Dehumidifiers Specification – Feb 11, 2019 is the method that will be verified.

Dehumidifiers shall meet the Integrated Energy Factor (IEF) requirements provided in Table 1 and Table 2 in the specification.

5.5 FINDING OF COMPLIANCE WITH ENERGY STAR REQUIREMENTS

When verification test results indicate that the verified rating (rounded to two decimal places) is greater than or equal to 95.0% of the ENERGY STAR requirement for 1 unit or pass the statistical methods as outlined in EPA Directive 2011-04 (see Part 1 – Appendix A), verification is automatically established for the model tested and models within the same **Basic Model**.

These **Tolerances** are to allow for variations in testing that inevitably occur in any given laboratory facility, variations between laboratories, and variations in components. They are not to be used to rate a given model at values better than the expected average value of all **Units** from the assembly line.

5.5.1 Integrated Energy Factor

The Integrated Energy Factor measured for any spot check production **Unit** shall not be less than 95.0% of the value required by the ENERGY STAR Product class.

5.5.2 Product Capacity

The Product Capacity of any production **Unit** is used only to consider capacity in regards to product class per DOE and EPA limits. There is a 5% tolerance on the value.

Informative Note per 10 CFR 429.134 – Per Dehumidifiers—(1) Verification of capacity. The capacity will be measured pursuant to the test requirements of part 430 for each unit tested. The results of the measurement(s) will be averaged and compared to the value of capacity certified by the manufacturer for the basic model. The certified capacity will be considered valid only if the measurement is within five percent, or 1.00 pint per day, whichever is greater, of the certified capacity.

(i) If the certified capacity is found to be valid, the certified capacity will be used as the basis for determining the minimum energy factor or integrated energy factor allowed for the basic model.

(ii) If the certified capacity is found to be invalid, the average measured capacity of the units in the sample will be used as the basis for determining the minimum energy factor or integrated energy factor allowed for the basic model.

5.6 NOTIFICATION OF VARIATION FROM CERTIFIED VALUES

The intent of the industry is to assure that the Integrated Energy Factor and average Water Removal Capacity for Units produced by each Participant is 100% of the certified rating. The

Integrated Energy Factor and for Capacity calculated for any production **Unit** is compared to the value listed on ENERGY STAR QPL.

Note: The Program Laboratory will conduct tests and evaluate test data within the framework of the Standard, **License Agreement**, and this Procedural Guide. It is the responsibility of each **Participant** to rate models in accordance with these documents and applicable government regulations.

The noted deviation from the certified ratings for Integrated Energy Factor (IEF) in liters per kWh, and Product Capacity in pints per day are included on the test report. The test report is forwarded to the **Participant** and AHAM.

5.7 FINDING OF NON- COMPLIANCE WITH ENERGY STAR

Note that if the spot check unit fails to meet the criterial in section 5.5 above, three additional samples shall be tested and the analysis per the Verification Testing Directive (EPA Directive No. 2011-04 most recent date) will be followed to determine a potential non-compliance. For a potential non-compliance, see clause 5.7 of AHAM Verification Program Procedural Guide Part 1.

6. Challenge Procedure

The text of the AHAM Verification Program Procedural Guide Part 1 applies, with the clarification that the claim is Integrated Energy Factor (in liters per kWh), as appropriate to the challenge. Product Capacity of any production **Unit** is used only to consider capacity in regards to product class per DOE and EPA limits and noted in 5.5.2.

7. Proper Use of the Verification Claims

The Text of the AHAM Verification Program Procedural Guide Part 1 is applicable.

APPENDIX A: AHAM DEHUMIDIFIER VERIFICATION PROGRAM LICENSE AGREEMENT

This Agreement, made this _____ day of _____, 20____, by and between ASSOCIATION OF HOME APPLIANCE MANUFACTURERS (AHAM), a not-for-profit business association incorporated in the State of Illinois, having its principal office at 1111 19th Street, N.W., Suite 402, Washington, DC 20036, hereinafter called Licensor, and _____ having its principal offices at the following location (full address) _____, hereinafter called Licensee.

WITNESSETH:

WHEREAS, The U.S. Department of Energy (DOE) has promulgated a Test Procedure for determining certain performance characteristics for Dehumidifiers in the USA;

WHEREAS, Licensor is the sponsor of a Verification Program in the USA (Verification Program or Program) in support of the acceptance and use of that standard and the procedures set forth in the Procedural Guide (s), all in the public interest, to the end that public confidence in said performance characteristics may be effectively promoted;

WHEREAS, Licensee wishes to participate in said Verification Program;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

LICENSEE:

A.1. Shall, upon the signing of this Agreement, have (1) the same person signing this Agreement on its behalf and (2) the engineer designated by such person sign and submit to Licensor the Certification Affidavit attached hereto as Exhibit A.

A.2. Shall abide by and comply with all provisions of the Procedural Guide (s) developed by AHAM for the implementation of the Verification Program.

A.3. Shall abide by, comply with and have the right to be apprised of all decisions made by the governing AHAM product council or committee which affect this Verification Program. This product council/committee shall meet periodically with AHAM staff for communication, advice and counsel on the operation of the Verification Program and shall determine all policy for the Verification Program.

A.4. Shall abide by the following Verification Program Payment Policy: For verification program participants, if invoices are not paid within 90 days after the invoice date, the participant will be given written notice that they have an additional 45 days to become current, or it will result in termination from the program. If a terminated company wishes to rejoin the program, it will be required to pay all outstanding invoices, and a full year program fees in advance.

LICENSOR AND LICENSEE:

B.1. Agree that the Procedural Guide (s) is an extension of this License Agreement, provides all necessary details for participation in the Verification Program and is incorporated by reference into this Agreement. Agree that Licensor has the right in its sole discretion to make changes to any aspect of the Procedural Guide (s) and Licensee will be bound by those changes. Revisions to procedures which become effective before the Procedural Guide (s) is reprinted will be outlined in Letters of Instruction from Licensor to Licensees; such letters will automatically amend the Procedural Guide (s) upon issuance.

B.2. Agree that this Agreement shall extend for an initial period of one (1) year and shall be automatically renewable for successive additional periods of one (1) year each unless either party, at least thirty (30) days prior to the date of expiration, gives notice in writing that it does not wish the Agreement to be renewed; provided, however, that either Licensor or Licensee may terminate this License Agreement upon sixty (60) days' written notice to the other party.

B.3. Agree that in the event that Licensee defaults under this Agreement, Licensor may immediately exclude Licensee from the Program by written notice sent by certified mail to Licensee. Under such circumstances, this Agreement will be considered void upon the date of Licensee's receipt of said written notice, and the remaining provisions concerning exclusion of a Licensee outlined in the Procedural Guide (s) shall be followed.

B.4. Agree that the initial data on Licensee's certified rating(s) for models subject to the Program as submitted to the independent testing laboratory under contract to Licensor on forms provided by that

laboratory (see the Procedural Guide (s) shall not be treated as confidential by either the laboratory or Licensor.

B.6 Except as provided in this paragraph, Licensee agrees to indemnify and hold harmless AHAM, its board of directors, officers and employees, their successors and assigns, for and from any and all claims, demands, lawsuits, judgments, contracts, debts, and expenses (including reasonable attorney's fees), of any kind or nature, whether at law or in equity, arising out of or in connection with the Licensee's participation in the AHAM Dehumidifiers Verification Program (including, but not limited to, a Licensee's conduct constituting a breach of this agreement and license), and/or the manufacture, design, information for use, warranties and representations, and use of Licensee's Dehumidifiers. No claim for indemnity under this paragraph shall be effective until Licensee has received from AHAM written notice of the claim for which AHAM believes it is entitled to indemnification hereunder. Licensee shall promptly reimburse AHAM for all costs and expenses incurred in defending AHAM against any such claims, demands, causes of action, or liability, including, but not limited to, attorney's fees. This indemnification shall survive termination of this agreement and license.

AHAM affirmatively disclaims any obligation to indemnify or hold harmless the Licensee from any and all claims, demands, lawsuits, judgments, contracts, debts, and expenses (including attorney's fees), of any kind or nature, whether at law or in equity, arising out of or in connection with any claims asserting infringement of a third party's trademark. In the event a third party files a claim against the Licensee asserting infringement of a third party's trademark, Licensee is required to provide AHAM with written notice of the claim within 14 days. AHAM will consider, in good faith but without obligation and in its sole discretion, whether it is appropriate to assist, intervene, indemnify or take any action with respect to the reported claim.

B.7. Licensee acknowledges that it is responsible for compliance with laws or other requirements relating to the products and ratings under this program and shall indemnify and hold harmless Licensor for any violations of such laws or requirements

B.8. The interpretation of this Agreement and the parties' performance there under shall be governed by the laws of the District of Columbia.

B.9. In the event that any part or parts of this Agreement and/or the Procedural Guide (s) are found to be void, the remaining provisions shall nevertheless be binding, to the extent practicable, with the same effect as though the void parts were deleted.

B.10. This Agreement, being the final and complete understanding between the above parties, supersedes and nullifies all prior agreements.

Dehumidifiers Verification Program
LICENSE AGREEMENT

To be signed by AHAM President:

ASSOCIATION OF HOME APPLIANCE MANUFACTURERS (Licensor)

Signed by:

Joseph M. McGuire, AHAM President & CEO

Date:

To be completed by Licensee:

Company Name _____ (Licensee)

Print Name:

Title:

Date:

Exhibit A
CERTIFICATION AFFIDAVIT
(To be completed by Licensee)

The undersigned hereby certify and state, on behalf of _____
_____ (Licensee) that the rating of Integrated Energy Factor (in liters per kWh), for Dehumidifier models submitted for Verification under the foregoing program by said Licensee are accurately determined and stated in accordance with the DOE Test Procedure (10 CFR Part 430, Subpart B, Appendix X1), with additional specificity provided by approved interpretations consistent with the DOE Test Procedure.

To be completed by Engineer [Reference Section A.1 (2)]:

Signed by: _____
Print Name: _____
Title: _____
Date: _____

To be completed by same individual that signed the License Agreement on page 3 [Reference Section A.1 (1)]:

Signed by: _____
Print Name: _____
Title: _____
Date: _____

Exhibit B

PRIMARY CONTACT FOR TECHNICAL ISSUES

(Note: All verbal and written communications will be in English)

COMPANY:	
NAME:	
TITLE:	
E-MAIL:	
PHONE NUMBER:	
FAX NUMBER:	
MAILING ADDRESS:	
COUNTRY:	

PRIMARY CONTACT FOR INVOICING/BILLING/PAYMENT

(Note: All verbal and written communications will be in English)

COMPANY:	
NAME:	
TITLE:	
E-MAIL:	
PHONE NUMBER:	
FAX NUMBER:	
MAILING ADDRESS:	
COUNTRY:	

SECONDARY CONTACT FOR ADMINISTRATIVE ISSUES

(Note: All verbal and written communications will be in English)

COMPANY:	
NAME:	
TITLE:	
E-MAIL:	
PHONE NUMBER:	
FAX NUMBER:	
MAILING ADDRESS:	
COUNTRY:	

SECONDARY CONTACT FOR INVOICING/BILLING/PAYMENT

(Note: All verbal and written communications will be in English)

COMPANY:	
NAME:	
TITLE:	
E-MAIL:	
PHONE NUMBER:	
FAX NUMBER:	
MAILING ADDRESS:	
COUNTRY:	

APPENDIX B: AHAM DEHUMIDIFIERS VERIFICATION PROGRAM CHALLENGE REQUEST FORM

Date of Request:	
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Brand Name:		Model Number:	
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Manufactured By:		Manufactured For:	
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Reason for Challenge (check all that apply):		Required Information for Submittal
Product Capacity (5.5.2 applies)		Reason for challenge Test data or calculations to support challenge
Integrated Energy Factor		Reason for challenge Test data or calculations to support challenge

Participant Approval	
AHAM Approval	
Laboratory Approval	

APPENDIX C: EXAMPLE PROGRAM PRODUCTION SURVEY

TO: Dehumidifiers Verification Program Participants
FROM: Randy Cooper, Vice President, Technical Operations & Standards
CA: Charles Samuels
RE: **CERTIFIED PRODUCTION SURVEY**
ACTIONS (1) Confirm receipt to AHAM (amartin@aham.org) upon delivery.
REQUESTED: (2) Complete and return to AHAM (accounting@aham.org)

The AHAM Dehumidifiers Verification Program requires that participants in the program complete a Certified Production Survey annually so that testing and participation fees for the upcoming calendar year can be accurately determined. The information provided in the survey is kept confidential within AHAM.

Attached is a survey sheet to be completed with your actual certified sales volume and number of ENERGY STAR® qualified Basic Models of Dehumidifiers for the twelve-month period of July 1, (PREVIOUS YEAR) through June 30, (CURRENT YEAR). Participants will be required to pay the initial estimated testing fees at the beginning of each program year. Participation fees will be invoiced quarterly during the calendar year based on the fees shown on the attached survey form.

Please note that Officer Verification is required to verify all figures reported to AHAM Verification Programs for accuracy and completeness.

As indicated on the INSTRUCTIONS sheet (page 2), please:

1. Confirm receipt of this form to Angela Martin (amartin@aham.org) upon delivery; and
2. Complete and return the enclosed confidential survey and Officer Verification (pages 3 & 4) to AHAM's Accounting Department: Accounting@aham.org

The Production Surveys are due within thirty (30) business days from the date it was sent to the Participant or as agreed to with the Participant.

If you believe that the survey should be directed to someone else within your organization, please forward the survey to that individual and immediately notify Jessica Bibins via e-mail at jbibins@aham.org. Thank you for your cooperation.

INSTRUCTIONS

1. Review instructions and Guidelines.
2. Fill out Certified Production Survey as described on the form.
3. Review Billing Information.
4. Have an officer execute the Officer Verification Form.
5. Return Certified Production Survey and Officer Verification Form to:

AHAM Accounting Department
Association of Home Appliance Manufacturers
1111 19th Street NW Suite 402
Washington, DC 20036
FAX: (202) 872 9354
E-MAIL: Accounting@aham.org

GUIDELINES FOR SOURCED MODEL PRODUCT REPORTING

Please use the following guidelines to determine which entity involved in a sourcing agreement is responsible for reporting and ensuring payment of the verification program fees.

1. All models in production consistent with EPA ENERGY STAR QPL, by a Participant of an AHAM Verification Program are to be included in the Program, regardless of the Original Equipment Manufacturer.
2. If a Participant buys product from another Participant, the manufacturing Participant is responsible for the resulting Program fees and must include the sourced models in its own production figures.
3. If a Participant buys product from a non-Participant, the Participant is responsible for the resulting Program fees and must therefore include the sourced models in its product figures (i.e., count sourced models as their own production).
4. A retailer who is a private brand owner and purchases models from both Participant and non-Participant manufacturers may be a Program Participant. Such a Participant must claim the models manufactured by a non-Participant as its production and will be responsible for all fees associated with these models.
5. In the case of an alternative arrangement (i.e., purchasing Participant agrees to pay the Program fees), the purchasing Participant has the ultimate responsibility of ensuring the sourced product production data is properly reported and Program fees are paid.
6. ENERGY STAR qualified models sourced from OEM's that are not Licensees of the AHAM Program must be included in the Participants Model Submission Form.

APPENDIX D: Applicable Letter of Instructions (LOI's)

The below LOI's are applicable to testing of Dehumidifiers:

1. LOI # 19 EPA Selection Tree – COVID-19 (92803)