

AHAM Verification Program Procedural Guide Part 2 Dehumidifiers

Version 2.0



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Sponsor:

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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 General Part 1 Procedural Guide.

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 specified the number of tests required to obtain a certified value that is representative of a model's energy use. Specifically, the products Water Removal Content (in pints per day) and Energy Factor (in liters per kWh) are requested at the time of certification. 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.

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 market place. 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 Dehumidifier Product Capacity(in pints per day) and Energy Factor under test conditions (in liters per kWh) values. 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 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 4.0 and DOE **Test Procedure** (10 C.F.R. Part 430, Subpart B, Appendix X), 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 305.8(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:

Verification, Certification and Standards

Association of Home Appliance Manufacturers

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Suite 402

Washington, DC 20036

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In all Instances the term, **Test Procedure** references the Procedure found at 10 CFR Part 430 Subpart B, Appendix X. 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 Part 1 is amended as follows:

All references to 10 CFR Part 430, Subpart B are amended to include Appendix X (for Products manufactured on or after October 1, 2012 and before June 13, 2019) and Appendix X1 (for products manufactured after June 13, 2019). This will be noted throughout the 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 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 Part 1 is amended as follows:

The term claims is replaced with Product Capacity (in pints per day) and Energy Factor (in liters per kWh) or Integrated Energy Factor.

1.32 TEST PROCEDURE

The text of the Part 1 is replaced with the following:

Verification and challenge testing will be based on the EPA ENRGY STAR Product Specification for Dehumidifiers Version 4.0 and DOE **Test Procedure**, 10 C.F.R. Part 430, Subpart B, Appendix X, 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.

1.35 VERIFICATION REQUIREMENTS

Test results shall be evaluated to the requirements of Version 4.0 of the ENERGY STAR specification for Dehumidifiers.

2. Program Scope

The text of the Part 1 is clarified as follows:

2.3 FACTORS VERIFIED

The text of the Part 1 is clarified as follows:

The factors verified are Product Capacity (in pints per day) and Energy Factor (in liters per kWh, per 10eCFR430, subpart B, Appendix X) or Integrated Energy Factor (in liters per kWh, per 10eCFR430, subpart B, Appendix X1).

2.5 ELIGIBLE MODELS

The text of the Part 1 is amended to include the following:

The term claims are replaced with Product Capacity (in pints per day) and Energy Factor (in liters per kWh, per 10eCFR430, subpart B, Appendix X) or Integrated Energy Factor (in liters per kWh, per 10eCFR430, subpart B, Appendix X1).

3. Program Requirements

The text of the Part 1 applies.

4. Program Funding

The text of the Part 1 applies.

5. Verification Procedure

The text of the Part 1 is amended as follows:

5.4 FINDING OF COMPLIANCE & NON-COMPLIANCE WITH CLAIMS

5.4.1 Product Capacity

The Product Capacity of any production **Unit** shall be not less than 95.0% of the value listed on ENERGY STAR **QPL**.

5.4.2 Energy Factor (EF) or Integrated Energy Factor (IEF)

The EF or IEF of any production **Unit** shall be not less than 95.0% of the value listed on ENERGY STAR **QPL**.

- a. 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.
- b. The intent of the industry is to assure that the average Water removal capacity and Energy Factor for **Units** produced by each **Participant** is 100% of the certified rating.
- c. The 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 compliance or non-compliance with the reported certified ratings for Energy Factor (EF) or Integrated Energy Factor (IEF) in liters per kWh, and Product Capacity in pints per day are included on the test report and a copy of the test report is forwarded to the **Participant** and AHAM.

6. Challenge Procedure

The text of the Part 1 applies, with the clarification that the claims are Product Capacity (in pints per day) and Energy Factor (in liters per kWh) or Integrated Energy Factor (in liters per kWh), as appropriate to the challenge.

7. Proper Use of the Verification Claims

The Text of the Part 1 is applicable.

APPENDIX A: AHAM DEHUMIDIFIER VERIFICATION PROGRAM LICENSE AGREEMENT

			, her	einafter called I	Licensee.	
location	(full	address)				
			ha	ving its principa	al offices at the f	ollowing
Washington,	DC	20036,	hereinafter	called	Licensor,	and
incorporated i	n the State o	f Illinois, having	its principal office	e at 1111 19th	Street, N.W., Su	uite 402,
ASSOCIATION	OF HOME AP	PLIANCE MANU	FACTURERS (AHAN	ባ), a not-for-pr	ofit business ass	sociation
This Agreeme	ent, made th	is da	ay of	, 2	0, by and I	between

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 P	resident:	
ASSOCIATION OF HOME	APPLIANCE MANUFACTURERS (Licensor)	
Signed by:		
	Joseph M. McGuire, AHAM President & CEO	
Date:		
To be completed by Licer	nsee:	
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 ratings of Product Capacity (in pints per day) and Energy
Factor (in liters per kW	h) or Integrated Energy Factor (in liters per kWh), for Dehumidifier models
submitted for Verificatio	n under the foregoing program by said Licensee are accurately determined and
stated in accordance wi	th the DOE Test Procedure (10 CFR Part 430, Subpart B, Appendix X), with
additional specificity pro-	vided by approved interpretations consistent with the DOE Test Procedure.
To be completed by Engi	neer [Reference Section A.1 (2)]:
Signed by:	
0.600.07.	
Print Name:	
Title:	
Title.	
Date:	
•	ne 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

COMPANY:

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

NAME:	
TITLE:	
E-MAIL:	
PHONE NUMBER:	
FAX NUMBER:	
MAILING ADDRESS:	
COUNTRY:	
	R INVOICING/BILLING/PAYMENT ritten communications will be in English)
(Note: All verbal and w	
(Note: All verbal and w	
(Note: All verbal and w	
(Note: All verbal and w COMPANY: NAME:	
(Note: All verbal and w COMPANY: NAME: TITLE:	
(Note: All verbal and w COMPANY: NAME: TITLE: E-MAIL:	
(Note: All verbal and w COMPANY: NAME: TITLE: E-MAIL: PHONE NUMBER:	

SECONDARY CONTACT FOR ADMINISTRATIVE ISSUES

COMPANY:

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

NAME:	
TITLE:	
E-MAIL:	
PHONE NUMBER:	
FAX NUMBER:	
MAILING ADDRESS:	
COUNTRY:	
	OR INVOICING/BILLING/PAYMENT
(Note: All verbal and write	OR INVOICING/BILLING/PAYMENT tten communications will be in English)
(Note: All verbal and write COMPANY:	
(Note: All verbal and write COMPANY: NAME:	
(Note: All verbal and write COMPANY: NAME: TITLE:	
(Note: All verbal and write COMPANY: NAME: TITLE: E-MAIL:	

COUNTRY:

APPENDIX B: AHAM DEHUMIDIFIERS VERIFICATION PROGRAM CHALLENGE REQUEST FORM

		Date of Request:		
Brand Name:		Model Number:		
Manufactured By:		Manufactured For:		
Reason for Challenge (check	Reason for Challenge (check all that apply):		Required Information for Submittal	
Product Capacity		Reason for challenge Test data or calculations to support challenge		
Energy Factor or		Reason for challenge		
Integrated Energy Factor		Test data or calculations t	o 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 <u>actual</u> 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 <u>testing fees</u> at the beginning of each program year. <u>Participation fees</u> 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 ibibins@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.

- 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.