



AMERICAN PETROLEUM INSTITUTE
TRAINING AND CERTIFICATION PROGRAMS

Diesel Exhaust Fluid Certification Program

Application

FEBRUARY 2009 | REVISION 01





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Diesel Exhaust Fluid Certification License Application Part A – Company Data

Company Information

The company listed below hereby applies for authorization to use the registered marks of the API Diesel Exhaust Fluid Certification Program. This application consists of this Part A – Company Data and one or more of the following: Part B – Product Data Sheet; Part C – License Agreement; and Part D – Product Traceability Code. Applications for new licenses must include Parts A, B, C, and D. An Amended License Agreement is required when a new product or products are added to a current license.

Company: _____

Street Address: _____

City: _____

State/Province: _____

Zip/Postal Code: _____

Country: _____

Website: _____

Primary Contact

(Any employee of the company may be listed as the contact person)

Salutation (Dr./Mr./Ms.): _____

First Name: _____ Initial: _____ Last Name: _____

Telephone: _____ Fax: _____

(Include country and city codes if outside the United States and Canada)

Email: _____

Primary Contact Address

(If different from Company Information above)

Company: _____

Street Address: _____

City: _____

State/Province: _____

Zip/Postal Code: _____ Country: _____

Contact should receive correspondence related to the following (check all that apply):

- License Renewal/Invoices Audit Findings Changes to License Rules Formulation Questions

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API Diesel Exhaust Fluid Certification Program

1220 L Street, NW
Washington, DC 20005-4070
USA

Phone: 202-682-8516
Fax: 202-962-4739
Email: apidef@api.org
Web: www.apidef.org

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Other Contact (1)

Salutation (Dr./Mr./Ms.):

First Name:

Initial:

Last Name:

Telephone:

Fax:

(Include country and city codes if outside the United States and Canada)

Email:

Other Contact Address (1)

(If different from Company Information or Primary Contact)

Company:

Street Address:

City:

State/Province:

Zip/Postal Code:

Country:

Contact should receive correspondence related to the following (check all that apply):

License Renewal/Invoices Audit Findings Changes to License Rules Formulation Questions

Other Contact (2)

Salutation (Dr./Mr./Ms.):

First Name:

Initial:

Last Name:

Telephone:

Fax:

(Include country and city codes if outside the United States and Canada)

Email:

Other Contact Address (2)

(If different from Company Information or Primary Contact)

Company:

Street Address:

City:

State/Province:

Zip/Postal Code:

Country:

Contact should receive correspondence related to the following (check all that apply):

License Renewal/Invoices Audit Findings Changes to License Rules Formulation Questions

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Part B – Product Data Sheet

This form is the technical core of the Diesel Exhaust Fluid Certification (DEF) Program. A separate, completed form must be submitted for every brand proposed for certification. Whenever any data items are changed, a new form must be submitted. The form must be signed by a company officer or designated individual.

General Information

Company Name: _____ API DEF Number: _____
(If currently certified by API)

Brand Name: _____

This is a: New Product Revision of Certified Product

Replaces a Currently Certified Product: _____
(Brand Name)

Product Qualifications

By notation on page 3, I certify and claim that this diesel exhaust fluid meets the criteria spelled out in the latest edition of ISO 22241-1. This fluid, manufactured from technically pure urea – with no addition of any other substances – and pure water, must have a urea content of 32.5%. **Proof of testing conducted in accordance with ISO 22241-2 accompanies this application.**

DEF marketers certified under this program are subject to audit as defined in the DEF Program Guidelines. To aid in the audit process, check which description or descriptions apply to the licensee:

- Manufactures DEF (Producer)
- Distributes DEF to packagers, installers, and branders (Distributor)
- Packages DEF and sells to installers (Packager) – Identify Distributor or Distributors below
- Sells DEF meeting ISO 22241 under unique brand name to installers – Identify Distributor or Distributors below

Specific information on the product or products being submitted for certification must be supplied under the “Physical and Chemical Properties” section of this application (see page 2).

Supplier or Suppliers for Bulk Distributor, Packager, and Brander

Company: _____

Street Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

Company: _____

Street Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____ Country: _____

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Part B – Product Data Sheet

Physical and Chemical Properties

Product Brand Name: _____

Market Date (Month/Day/Year product will first appear in marketplace): _____

Properties (Test values for each formulation)

Trace element content (ICP-OES), mg/kg

Aluminum (Al): _____

Calcium (Ca): _____

Chromium (Cr): _____

Copper (Cu): _____

Iron (Fe): _____

Potassium (K): _____

Magnesium (Mg): _____

Sodium (Na): _____

Nickel (Ni): _____

Zinc (Zn): _____

Urea Content, % (m/m): _____

Density at 20°C, kg/m: _____

Refractive Index at 20°C: _____

Alkalinity as NH₃, % (m/m): _____

Biuret, % (m/m): _____

Aldhydes, mg/kg: _____

Insoluble Matter, mg/kg: _____

Phosphate (PO₄), mg/kg: _____

Identity (FTIR result submitted with application)

PLEASE MAKE ADDITIONAL COPIES OF THIS SHEET, IF NECESSARY.

Attach Certificate of Analysis showing test results within accepted ranges per ISO 22241.
Application considered incomplete without certificate.

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Certification of Data

I understand that these values may be used by API for conformance audit purposes. I certify that the information contained in all sections of Part B is accurate and representative of the diesel exhaust fluid that was tested and representative of the product that will be marketed under the API certification.

I attest that the product specified on this form has been tested in accordance with, and met all applicable requirements of, the latest versions of ISO 22241-1 and 22241-2.

Company:

Street Address:

City:

State/Province:

Zip/Postal Code:

Country:

Print Name of Authorized Officer or Designated Individual:

Title:

Signature:

Date:

Telephone:

Fax:

Email:



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Part C – Application for Licensure

License Agreement

This Agreement dated _____
between THE AMERICAN PETROLEUM INSTITUTE (hereinafter “API”), a corporation of the District of
Columbia, having an office at 1220 L Street, N.W., Washington, D.C., 20005, USA, and

(hereinafter “Licensee”), a corporation of

having its principal place of business at

WHEREAS, API is the owner of all rights to certain certification marks relating to API’s Diesel Exhaust Fluid
Certification Program, (hereinafter “DEF Program”).

WHEREAS, Licensee desires a nonexclusive license from API on or in connection with the marketing of
goods made in accordance with International Organization for Standardization (ISO) specifications and API
licensing requirements.

NOW THEREFORE, in consideration of the mutual covenants hereinafter stated, the parties agree as follows:

1. API grants to Licensee a nonexclusive license to use the Diesel Exhaust Fluid (DEF) certification mark for the brand names set forth in the DEF license which is made a part hereof (hereinafter the “DEF mark” or “mark”) provided that these brands (hereinafter the “products”) are made in accordance with the requirements set forth in ISO 22241, Parts 1, 2 and 3 (hereinafter “ISO 22241”), and the API DEF licensing requirements, including any amendments, modifications, substitutions or interpretations that hereafter are adopted.
2. Licensee shall not use the mark “API” or “AMERICAN PETROLEUM INSTITUTE,” except in the following circumstances: (1) As part of the DEF mark; (2) In text on diesel exhaust fluid containers or in advertising stating that products meet, exceed or otherwise satisfy ISO standards for DEF. However, licensee shall not use the marks “API” or “AMERICAN PETROLEUM INSTITUTE” apart from the marks, in such a manner to suggest or indicate API’s sponsorship, approval or endorsement of the products; or (3) When used to describe the licensed product (e.g., “API-certified diesel exhaust fluid”).
3. Licensee agrees to comply with all requirements specified in the Application for Licensure as well as each Product Data Sheet on file, with any requirements specified in ISO 22241, any subsequent revisions to ISO 22241, any interpretations of ISO 22241, and any additional requirements imposed in subsequent renewal applications.
4. Licensee agrees to use the DEF mark on diesel exhaust fluid containers and other types of diesel exhaust fluid installation equipment only as specified in the API licensing requirements.
5. Licensee agrees that API is the sole owner of the DEF mark and agrees not to take any actions that are inconsistent with API’s ownership rights including, but not limited to, challenging API’s ownership rights and/or attempting to register the mark in any country, state or other jurisdiction.

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6. Licensee agrees to pay to API an annual minimum royalty fee (\$7,500.00 [seven thousand five hundred dollars]) plus \$0.001 per gallon of certified diesel exhaust fluid (not to exceed \$40,000.00 per year). These royalties may be revised annually if deemed necessary by API to cover the costs of administration and enforcement of the program. Licensee agrees to submit the necessary annual volume of sales data and the minimum royalty fee to API within the time frame specified by API. All fees are payable in U.S. dollars.
7. Licensee agrees to pay all sales, use, property, excise, and other taxes now or hereafter imposed by any government body or authority based on or in any way measured by this Agreement.
8. The Licensee's authorization to use the mark will terminate each year on the anniversary date of this Agreement. However, the authorization to use the mark will be automatically renewed each successive year on this date for an additional 12-month period under the same terms and conditions, except as modified by API, provided that: the Licensee has submitted the necessary annual volume of sales data and pays the annual royalty due to API within the specified time frame; has complied with all terms and conditions of the program; and has agreed to comply with any additional terms or conditions specified by API.
9. Licensee agrees that it is the marketing organization responsible for the integrity of the brand name and the product's representation in the marketplace and agrees to use the mark only on products bearing the Licensee's name.
10. It is expressly understood between the parties hereto that no association, agency, apparent agency, employer/employee relationship, partnership, or joint venture of any kind has been created.
11. This Agreement shall not be assignable or transferable by Licensee in any manner except with API's prior written consent nor shall Licensee have the right to grant sublicenses.
12. The Licensee agrees that it will use the mark only on products that meet all of the DEF Program requirements and agrees to assume full and complete responsibility for the use of the mark on its products. The Licensee shall establish and maintain a program of production, inspection and testing that is designed to ensure that the Licensee's products comply with all DEF Program requirements.
13. If the DEF Program requirements are modified during the term of this Agreement, API shall determine the date by which the new requirements become effective and shall notify the Licensee of such date. Licensee agrees to comply with the modified requirements and to use the mark after the effective date only on products that meet the new or revised requirements.
14. Licensee agrees that it will do all acts required of it by API to ensure that pertinent DEF Program requirements are being met at all times in the manufacture of the products, including submitting when requested by API a statement of manufacturer's qualifications and samples of the products and permitting API, or a representative thereof, upon reasonable notice to inspect pertinent manufacturing facilities. Licensee agrees that it has on file and will retain on file evidence that its products meet all applicable DEF Program requirements for such products. Licensee agrees to submit this evidence to API in a timely manner upon request.

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Further, Licensee agrees to submit the data requested in the Application for Licensure for each licensed product. API agrees to restrict use of this data for the sole purpose intended. Summary data, if collected and published, will not be company specific. API shall be the sole judge of whether Licensee meets the appropriate qualifications to become and remain a Licensee and whether the products meet the appropriate qualifications.

15. API or API's representative may make periodic examinations or tests of the Licensee's product by selecting samples from the marketplace and submitting them to a testing facility for evaluation to determine whether the products comply with specified requirements. If requested by API, the Licensee shall send samples of the Licensee's product, at API's expense, directly to a designated test facility for evaluation in the time frame specified by API.
16. Licensee agrees that any sampling, inspections or tests conducted by API are designed only to verify compliance with DEF Program requirements and do not relieve the licensee of its responsibility to ensure the quality of its products in the marketplace.
17. API's representatives shall, after giving reasonable notice, have access to facilities utilized by the Licensee to manufacture, process or store products displaying the mark. The right of API's representative to obtain free access to these facilities shall not be conditioned upon the execution by him or API of any agreement, waiver or release which in any way purports to affect his legal rights or the rights or obligations of API. Any such document executed in contravention of this provision shall be without force or effect. However, API shall direct its representative to exercise due care in complying with any plant safety regulations that may be generally applicable to the manufacturer's plant personnel.
18. Licensee agrees that its use of the mark on the products shall constitute a representation and warranty by the Licensee to API and to the purchasers of the products that the products conform to the DEF Program requirements, any subsequent revisions to the requirements, any interpretations of the requirements, the Licensee's Application For Licensure, the Licensee's Product Data Sheet, and any additional requirements imposed in subsequent renewal applications. Licensee agrees to hold harmless and indemnify API for any and all liability, loss, damage, cost and expense that API may suffer, personal injury, property damage or economic loss based on the failure or alleged failure of the Licensee's products to conform to such requirements. Licensee further agrees to defend API, at Licensee's expense, against any and all such suits, claims or proceedings.
19. Licensee agrees to notify API in a timely manner if it has evidence or information that indicates that its product does not conform to DEF Program requirements or the properties specified in each Product Data Sheet and agrees to take action immediately in order to bring the product into full compliance.
20. If Licensee's products in the marketplace do not comply with DEF Program requirements, or the properties specified in the Product Data Sheet, Licensee agrees to take whatever corrective action (including product recall) that is deemed necessary by API to protect consumers or API in a time frame specified by API.

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21. If the Licensee defaults in any of its obligations under this Agreement, API may immediately terminate or suspend, as to any covered products affected by such default, the rights or authority conferred by this Agreement without prejudice to any other rights that API may have. The Licensee agrees that API may notify vendors, governmental authorities, potential users, and others of an improper or unauthorized use of the mark when in the judgement of API such notifications are necessary to protect consumers or for API's own protection.
22. The Licensee agrees that the manufacture, sale, delivery, shipment, distribution or promotion of any product utilizing the mark would mislead the public if such product does not comply with the requirements of API as herein provided and agrees that any breach of this contract in this respect could not adequately be compensated for in money damages. For these and other reasons, the Licensee agrees that, in the event of the violation of any of the terms and conditions of this Agreement, a temporary injunction may be issued at the instance of API restraining the Licensee from further use of the mark in any manner whatsoever, and from any further sale or offering for sale, delivery or distribution of said products bearing the mark, and any other relief that may be deemed appropriate. Such temporary injunction shall not, however, restrain the sale and delivery of products already properly bearing the mark that have been previously found to be covered products and to be in compliance with the requirements of API at the time the mark was applied to the products. The granting or issuance of such temporary injunction shall not affect the right of API to compensatory and punitive damages for the misuse of the mark or its name, abbreviations, or symbols, and shall be in addition to, and not in lieu of, any other rights and remedies provided by this Agreement.
23. If any action or proceeding is brought by API to enforce, protect or establish any right or remedy with respect to this Agreement or with respect to the subject matter of this Agreement, API shall be entitled to recover reasonable attorney's fees and costs provided that it is the prevailing party.
24. Termination or expiration of this Agreement shall not affect any liability of the parties existing as of the date of such termination, shall not relieve the Licensee of its obligation of indemnity as to products manufactured or distributed prior thereto, and shall not excuse Licensee from paying any royalties or other charges owing to API.
25. Upon termination, with or without cause, of any rights or authority conferred by this Agreement, or upon expiration of this Agreement, the Licensee agrees to immediately discontinue the use of the mark on any product that is the subject of such termination. After termination, the Licensee agrees to destroy unused labels or containers displaying the mark.
26. Licensee agrees that it will not perform any acts that directly or indirectly assist a third-party in using the mark without authorization.
27. This Agreement may be terminated by API at any time and for any reason satisfactory to API after providing notice to the Licensee.
28. The terms and conditions of this Agreement are severable. If any condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force.
29. This Agreement shall not and is not intended to benefit nor to grant any right or remedy to any person or entity that is not a party to this agreement.

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30. API has the right, but not the obligation, to register at its own cost, the mark worldwide. Furthermore, API does not represent or warrant, express or implied, that the mark does not infringe the rights of third parties. API, however, represents and warrants that it has no actual knowledge that the mark infringes any valid right of any third party in whole or part that would preclude Licensee from using the mark as provided for in this Agreement.
31. The Licensee shall promptly notify API of any assertion that the use of the mark in the promotion or sale of Licensed Products hereunder infringes the rights of any third party and will consult with API to determine the course of action to be followed in response to said assertion. API shall have the right to terminate this Agreement, in whole or in part, in response to said assertion. API does not undertake and shall have no obligation, but nevertheless shall be entitled, to defend any action brought for infringement of trademarks, patents, industrial and artistic designs or copyrights owned by a third party or unfair competition with a third party when the basis of the claim is related to the Licensee's use of the mark. If API does not defend any such action, it shall have no obligation to reimburse or indemnify the Licensee, its agents, sub-agents, customers or any other persons for the cost of defending such suit or for damages incurred as a result of such actions.
32. The Licensee agrees to cooperate fully with API in any effort that API may deem advisable in order to record the Licensee as a registered user of the mark, including the providing of information and execution of documents in connection therewith. Upon expiration or termination of this Agreement, the Licensee shall similarly cooperate with API in expunging any such recordations that may exist. Expenses associated with such recording and expungement shall be borne by API.
33. The Licensee agrees to assist API in the enforcement of any rights of API in the mark. The Licensee agrees to notify API in writing of any infringements or imitations by third parties of the mark that may come to the Licensee's attention. API shall have sole right to determine whether or not any action shall be taken, at its sole expense, on account of any such infringement or imitation. API, if it so desires, may commence or prosecute any claims, actions or suits in its own name or in the name of the Licensee or join the Licensee as a party thereto.
34. The Licensee agrees that this Agreement does not relieve the Licensee of its obligations concerning products marketed or distributed pursuant to previous license Agreements between Licensee and API and any amendments or renewals thereof. Licensee agrees that API may utilize the rights and remedies specified in this Agreement to ensure that products in the marketplace that were licensed to use the mark pursuant to previous agreements are in full compliance with the specifications applicable at the time the product was marketed or distributed.
35. With respect to all claims, actions and suits to enforce API's rights in the mark, including suits in which the Licensee is joined as a party, API shall have the sole right to employ counsel of its choosing and to direct the handling of the litigation and any settlement thereof. API shall be entitled to receive and retain all settlement proceeds and all amounts awarded as damages, profits or otherwise in connection with such suits.
36. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities to execute this Agreement and to legally bind their respective entities as set forth in this Agreement.

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37. This Agreement shall be interpreted and governed by the law of the District of Columbia, United States of America.

38. This instrument contains the entire and only agreement between the parties. No oral statements or representations not herein contained shall have any force and effect.

39. Paragraphs 5, 7, 18, 19, 20, 22, 26, and 35 survive termination of this Agreement.

40. Notices required to be given by this Agreement shall be in writing and shall be effective as of the date on which such notice is delivered to:

(a) The DEF Manager at 1220 L Street, N.W., Washington, D.C., 20005, USA;

(b) The Licensee at _____

Dated: _____ By: _____
Name of Organization, Company or Individual

Signature and Title of Authorized Officer

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public in and for the County of _____,

State of _____.

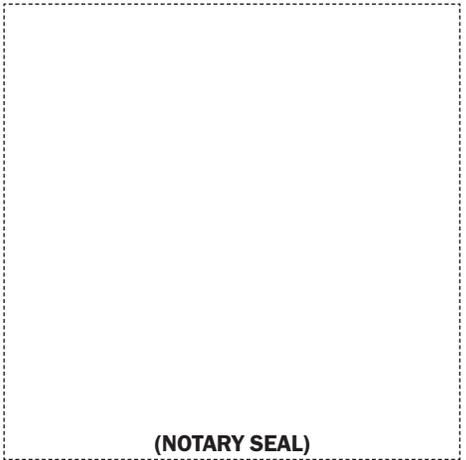
My commission expires _____, _____.

Notary Signature

AMERICAN PETROLEUM INSTITUTE

Dated: _____

By: _____
Manager, Diesel Exhaust Fluid Certification Program



(NOTARY SEAL)



TM

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Part D – Diesel Exhaust Fluid Traceability Code

API conducts audits of licensed diesel exhaust fluids (DEF). These fluids are selected in the marketplace and analyzed. Data derived from these audits are compared with information provided by the licensee for that fluid. To make the comparison, API must be able to understand when and where the fluid was manufactured.

API is not establishing a standardized trace coding procedure nor seeking proprietary data beyond the minimum necessary to conduct an effective monitoring program. API is mandating, as a requirement of licensing, that each container of licensed diesel exhaust fluid marketed be legibly date stamped and that sufficient information be provided in the licensing documents to allow API to interpret the date stamp and match the audited fluid with the licensing data for that fluid.

The format detailed below has been set up to provide a uniform method so that API can compare the product traceability code with the code for the audited fluid. Page 3 provides an example of how the form should be completed, using a hypothetical product traceability code.

_____	_____
Name of Company	License Number
_____	_____
Name of Preparer	Date
_____	_____
Telephone (Include country and city codes if outside the United States and Canada)	Fax

Brand Name _____

Product Traceability Code

Insert here and down the vertical column below the alphanumeric characters that comprise your product traceability code.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

On the blank lines below, identify the meaning of the alphanumeric characters used in your product traceability code. Use the reverse side or the next page if additional space is needed.

Characters From Above	Interpretation

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Part D – Diesel Exhaust Fluid Traceability Code

Product Traceability Code Example

Shown here is how a typical Product Traceability Code section is completed.

DC Diesel Exhaust Fluid

Name of Company

1010

License Number

John Q. Public

Name of Preparer

December 31, 2008

Date

555-555-5555

Telephone

(Include country and city codes if outside the United States and Canada)

555-555-5556

Fax

Brand Name DC Diesel Exhaust Fluid

Product Traceability Code

Insert here and down the vertical column below the alphanumeric characters that comprise your product traceability code. The code must include your formulation identifiers.

M	2	A	4	X	2	0	#	#						
---	---	---	---	---	---	---	---	---	--	--	--	--	--	--

On the blank lines below, identify the meaning of the alphanumeric characters used in your product traceability code. Use the reverse side or the next page if additional space is needed.

Characters
From Above

Interpretation

M	Plant Location
2	Proprietary; not necessary for formulation identification
A	Proprietary; not necessary for formulation identification
4	Not relevant to this matter
X	Proprietary; not necessary for formulation identification
2	This line and next indicate day of year the DEF was manufactured
0	See above
#	Time of manufacture: 1 = a.m.; 2 = p.m.; etc.
#	Year of manufacture: 1 = 2001; 2 = 2002; etc.



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