INFORMATION FOR EXTRACTOR SOA PROGRAM SUBMITTALS

Thank you for your interest in the Carpet and Rug Institute’s Seal of Approval program for Carpet Extraction cleaning machines.

The general procedures for manufacturers to submit products for certification are quite simple. Read and understand the information on the attachments then follow these steps:

• Print two copies of the Participation Agreement. A company officer should sign both copies in the proper blank areas. Send both copies to the Carpet and Rug Institute, ATTN: Extraction Program Administrator, P. O. Box 2048, Dalton, Georgia 30722. CRI’s management will sign both copies and return one copy to you for your file.

• Print a copy of the Product Submission form. Fill in the appropriate spaces for submission of your product. Please prepare a form for each machine unit to be submitted. Return this form to CRI with the Participation Agreement.

• A Schedule of Fees for the program is attached. If you desire information on becoming a CRI member company, please call our membership desk at 706-428-2114. Your company does not need to be a CRI member to participate. Fees must be prepaid before any units are accepted for testing.

After performance testing is completed you will have an opportunity to participate in the Space Foundation Seal program. This is an optional program and involves a separate signed agreement and additional fee.

You may address questions about the program to Pat Jennings, e-mail pjennings@carpet-rug.org or at 706-428-2123.

Again, thank you for your interest.
This Participation Agreement (the “Agreement”) between ________________________ (the “Company”), a duly registered corporation with its principal place of business at ____________________________________ and the Carpet and Rug Institute (“CRI”), a nonprofit trade association duly registered as a Georgia corporation with its principal place of business at 100 S Hamilton St, Dalton, Georgia, is entered into this day_______________.

WHEREAS, CRI conducts a Voluntary Extraction Cleaner Program (the “Program”), which examines carpet extraction cleaners (such as truck mounted units, walk behind wide area cleaners, self-contained, and other extraction cleaners) used in the maintenance of carpet, for soil removal efficiency, residual moisture after cleaning and carpet surface distortion; and authorizes affixation of a CRI Seal of Approval label (the “Label”) and logo (the “Logo”) on those products that meet all three parts of the Program evaluation standard, and

WHEREAS, the Company desires to participate in the CRI Voluntary Extraction Cleaner Seal of Approval Program to verify that its Extraction cleaner products meet the evaluation Standard;

WHEREAS, this Participation Agreement is intended to govern the rights and obligations of all companies that elect to participate in the voluntary Program;

NOW, THEREFORE, in consideration of the matters recited above and the mutual covenants herein contained, and intending to be legally bound hereby, the Company and CRI hereto agree as follows:

1. Extraction Cleaner Test Procedures
   (a) The Application. In order to be eligible for issuance of the Label or Logo, the company shall apply to CRI on the Product Registration form provided by CRI, for testing and assignment of a company identification number. The application shall identify products including brand names, selling names, private label names, or other product identifiers representing a unit type that have the same components, contents, performance characteristics and mechanical makeup. After submitting the application, the Company shall advise CRI of any products or selling identifications to be added to or deleted from the product type listing.
   (b) Sample Collection - Upon mutual signing of the Participation Agreement and within 30 days of the notification by CRI, the Company shall make available to CRI, or its agent, a representative extractor unit as offered commercially in the marketplace. Special laboratory or experimental units are not acceptable.
   (c) Testing and Test Protocols - The product performance tests will be conducted in a uniform and impartial manner by a testing facility which is independent of CRI, and is under contract with CRI for performance of Program testing. The Company’s product unit type(s) shall be tested using consensus-based test standards to determine product performance. Said standards are attached hereto as Exhibit A.
   (d) Program Acceptance - CRI will notify, through a formal written notification, that the unit type was tested in accordance with the Program test procedures, and that the tests confirmed, or did not confirm, that the unit type meets the Program’s performance Standard. In cases of failure, the notification shall specify which specific standards or parts of standards were not met. If the unit type meets the Standard criteria, the Company shall be entitled to use the Label and Logo in the manner set forth below. The Company shall be responsible to maintain consistent compliance of their tested products with the Standard.
(e) **Corrective Action** - The Company may request that another unit of the same unit type be procured and be retested or advise CRI that it is initiating a corrective action program. In case of retesting, two consecutive retest failures will place the product unit type in noncompliance and failure to correct the last test failure within 90 days of notification of such failure shall result in decertification of that unit. Upon decertification, the Company shall have no future right to use the Label or Logo on the product unit type decertified until such product unit type is retested and successfully meets the performance standards.

2. **The Label.** After the Company receives formal notification from CRI that the product unit type submitted was tested in accordance with the Program test procedures, and that the test confirmed that the Extraction cleaner sample meets the Program Standard, the Company shall be entitled to use the Label or Logo in the manner set forth below:

   (a) **Label Specifications.** CRI shall have the sole right to determine the Label design, its mode of intended application, or to permit the manufacturing or affixation of the Label.

   (b) **Use of the Label.** The Company shall use the Label only as authorized by the Program. The Label’s design as used by the Company cannot vary in any way from the Label as approved and used by the Program. Exhibit B provides additional guidance.

   (c) **Quality Assurance.** The Company shall have sole responsibility, and shall take all steps reasonably necessary, to ensure that only the qualifying product is marked with the Label in accordance with Program requirements; any deviation from the Label’s approved use may result in termination in accordance with the procedures set forth below.

   (d) **No transferability.** The Label shall not be transferred to any other entity except in cases of sale, merger, or consolidation of the Company with such other entity.

3. **Compliance with Changes in the Program Test Standards or Requirements.** If the Program’s test standards or requirements, or the Label or Logo itself, are changed by CRI subsequent to CRI’s issuance of the Label or Logo approval, the Company shall comply with those changes within 12 months after receipt of notice of those changes. Failure to comply with those changes may result in decertification or termination in accordance with the provisions of this Agreement.

4. **Company Payments to CRI.** The Company shall remit to CRI the Program fee established by CRI for use of the Label and Logo, the registration and listing of their unit type product models, and services, testing, and retesting costs. Remittance of testing fees shall be made prior to collection of the test unit type for testing by the independent testing facility under contract with CRI. A schedule of current fees shall be provided by CRI to all member and non-member companies.

5. **Termination.**

   (a) CRI may unilaterally terminate this Agreement with the Company if the Company violates any term of this agreement, misuses the Label or Logo, or fails to adhere to any other specific conditions of the Program participation. Prior to such termination, the Company shall have fourteen (14) days from receiving notice of any violation to present facts justifying reconsideration of the termination, including facts to demonstrate that the Company has remedied the violation or initiated corrective action to remedy such violation. Fourteen (14) days after the Company receives termination notice, CRI, in its sole discretion, may terminate the agreement with the Company effective immediately, if the violation has not been remedied or corrective action to remedy the violation has not been initiated. All corrections of violations shall be completed within 90 days of notification of violations.

   (b) The Company may terminate this Agreement and resign from the Program at any time by means of notice to CRI.
(c) Rights of Termination. Upon the effective date of the Company’s notice of resignation or termination from the Program, the Company shall have no future right to use the Label or Logo. The Company may not continue imprinting the Label or Logo. Any outstanding financial obligations relative to the Program owed to CRI at the time of termination shall be paid by the Company within thirty (30) days after the Company’s termination or resignation from the Program. Under no circumstances shall the Company be entitled to any refund from CRI. Termination shall not affect labels or logos applied prior to termination.

6. Confidentiality.

(a) “Confidential Information” for the purpose of this Agreement shall constitute any written information which is: (1) disclosed by the Company to CRI pursuant to the Program including, but not limited to, responses to questionnaires completed by the Company and sent to CRI, and (2) labeled by the Company as “Confidential Information.” However, Confidential Information shall not include information which is or becomes part of the public domain as may be required by applicable law, regulation, or the Freedom of Information Act, and information which CRI can reasonably show was already in its or its staff's possession or otherwise in the public domain on a non-confidential basis at the time of disclosure by the Company.

(b) CRI will treat Confidential Information in accordance with established professional standards of conduct for trade associations and will use such information internally only as necessary to effect the purpose of the Program for the benefit of the Company. CRI will not use, rely on, or disseminate to any person or entity outside of CRI any Confidential Information, unless such use, reliance, or dissemination is specifically approved in writing by a duly authorized representative of the Company in advance or is required by federal, state, or local law. It will not be inconsistent with CRI's duties of confidentiality hereunder to provide government authorities with summaries of participating Companies’ data, as long as no Company's identity is disclosed therein.

(c) CRI recognizes that the Confidential Information provided in connection with this Program is and will remain the property of the Company, to be used by CRI for the duration of the Program only, and if the Program is terminated, CRI will, at the request of the Company, return the information to the degree possible and practicable to the Company.

7. Entire Agreement; Amendment; Waiver. This Agreement supersedes any previous arrangements or understandings, whether written or oral, and contains the entire agreement of the parties, with respect to the subject matter hereof. This Agreement may be modified, varied, or otherwise amended only by a writing, signed by the parties to be bound by such agreement. There shall be no modification of any provision of this agreement, including testing requirements, unless uniformly applied to all member and or participating companies.

8. Governing Law. This Agreement has been entered into under, and shall be construed and enforced in accordance with the laws of the State of Georgia. By affixing their signatures hereto, CRI and the Company make themselves amenable to the jurisdiction of the courts of the State of Georgia. Each party shall have the right to institute judicial proceedings against the other party or anyone acting by, through or under such other party in order for enforce the instituting party’s rights hereunder through specific performance, injunction or similar equitable relief.

9. Arbitration. All disputes and disagreements between the Company and CRI relating to this Agreement shall, at the option of either party and by notice to the other party, be settled by binding arbitration in accordance with the Rules of the American Arbitration Association.

10. Notice. All notices and other communications required or permitted hereunder, or which are necessary or convenient in connection herewith, shall be in writing and shall be deemed to have been given three (3) business days after the date when mailed by registered or certified mail, return receipt requested, or the next business day if sent by a reputable overnight delivery service (except that notice of change of address shall be deemed given only when received), to the addresses provided as follows, or to such other names and addresses as the parties shall designate by notice to the other party in the manner specified in this paragraph.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Officer for The Carpet and Rug Institute, Inc.

Signed By: ___________________________  Title: ___________________________
Print Name: ___________________________  Date: ___________________________

Officer for the Company

Signed By: ___________________________  Title: ___________________________
Print Name: ___________________________  Date: ___________________________

# # #
Exhibit A

CRI Extraction Cleaner Seal of Approval Program
PROCEDURES - OVERVIEW

Guidelines and Procedures

• The manufacturer requests participation in the CRI Extraction Cleaner Seal of Approval Program, signs a voluntary participation agreement and agrees to have various unit types tested.

• For testing purposes, a designated extraction cleaner unit is obtained at random from a distributor or retailer.
  • CRI reserves the right to obtain a unit for testing directly from the manufacturer.

• The unit is provided to an independent laboratory and tested in accordance with the approved protocols.

• The Standard and test protocols to be followed are:

  **Soil Removal Effectiveness** – The soil removal test protocol requires that the extraction cleaning unit must remove in two wet passes and two dry passes a satisfactory quantity of soil from the standard test carpet.

  **Residual Moisture** – The residual moisture test protocol evaluates the total amount of moisture remaining in the standard test carpet after extraction cleaning. Residual moisture of 8.0 ounces per square yard or less is acceptable.

  **Appearance Retention** – This protocol, based on expected extraction cleanings during the expected life of the carpet, requires that the extraction cleaner should not damage or degrade the pile yarn surface more than a one-step change when assessed against a CRI established grading standard.

• Products meeting criteria may display the Seal of Approval label on product literature, hang tags, equipment decals and shipping cartons.

• Program information and approved products will be listed on the CRI website, carpet-rug.org.
Exhibit B

CRI EXTRACTION CLEANER TESTING PROGRAM ("PROGRAM")

SEAL OF APPROVAL LABEL ADVERTISING GUIDELINES

INTRODUCTION

The Program Participation Agreement sets forth the terms and conditions under which the Program itself will be administered between the Carpet and Rug Institute (CRI) and an individual company Program participant (Participant). As a part of this Agreement, provisions are included that describe the requirements which must be met for Participants to successfully obtain and retain the Program Label. The Agreement also provides a brief description of the Label and how it should be utilized by the Participant. Possession of the Label is an important and valuable tool in the marketing of those Products that qualify for it. Use of the Label in advertising materials can be a desirable enhancement to the Participant’s marketing effort and may prove to be the consumer’s ultimate deciding factor in determining which spot removal cleaning chemical to purchase. CRI is rightfully proud of its Program and the respect that is commanded by the Label in the marketplace. Participants should be equally proud to affix the Label to their Product containers that have met the standard.

CRI believes that it is useful and responsible for both ourselves and the Program Participants to have available certain guidelines which describe the proper and authorized manner in which the Label may be used for advertising and display purposes. Following this introduction is a set of recommended general guidelines to be considered whenever the Label is used in advertising or displays. The guidelines are intended to be an enhancement and compliment to the descriptions set forth in the Program Participant Agreement.

In the spirit of cooperation and sharing in the success of the Program between CRI and the Participants, those of us within CRI believe that attention to these guidelines can benefit not only ourselves, but most importantly, the consumer in the marketplace.

ADVERTISING GUIDELINES

1. The authorized form of the Label, including the correct color and shape, are set forth below as Exhibit B-1.
2. Upon approval of a specific Product within the standards and test protocols established in the Agreement, the Participant will then be allowed the use of the Label for that specific Product as long as such approval is maintained.
3. The Label may be included in the Participant’s advertising and marketing materials for that specific Product. This shall include but not be limited to printed materials, shipping cartons, brochures, newspaper and magazine advertising, television and internet advertising, displays, billboards and all similar communicative methods. Approval for the Label may be communicated in radio and other non-visual advertising and display activities.
4. The Label may be affixed to the Product container or equipment utilizing the Product in the manner typically utilized by the Participant to communicate information on the container.
5. Use of the Label indicates the approval of that specific Product only and such approval shall not extend to other non-approved units.
6. All advertising and/or displays which utilize or make reference to the Label shall be presented in a manner that complies with all federal, state and local laws and regulations and is not misleading or deceptive in such presentation or in the content of the advertising or display.
7. All advertising will comply with applicable federal, state and local advertising and related laws and regulations.

/////
Extraction Cleaner Submittal/Registration Form

TO: CRI Extraction Cleaner Program Coordinator

1. We request testing of the following unit type:
   a. __________________________________________________ (full description)
   b. __________________________________________________ (accessories, if any, to be used in testing)
   c. This is a Truckmount ___ Portable w. wand ____ Self-contained ___
       Walk Behind ___ Other ______________________________

Residential________ Commercial________

Wet Passes_________

Dry Passes_________

(Total Maximum passes – 4)

2. Listed below are “same as” models, identical to the above model except for cosmetic differences, supplied in alternate model designations and/or private label models

________________________________________________________________

________________________________________________________________

3. ___________________________________________ Submitted By
   Manufacturer Name

   ___________________________________________ Phone
   Address

   ___________________________________________ Fax
   City, State, Zip

   ___________________________________________ Email

Note: Please submit separate form for each test to be performed.
# Extraction Cleaner Seal of Approval Participation Fees

<table>
<thead>
<tr>
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<th>CRI MEMBER COMPANY</th>
<th>NON-CRI MEMBER COMPANY</th>
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<tbody>
<tr>
<td>INITIAL TEST AND FIRST YEAR PARTICIPATION</td>
<td>$1,875</td>
<td>$2,450</td>
</tr>
<tr>
<td>ANNUAL RENEWAL FEE PER TESTED PRODUCT</td>
<td>$50</td>
<td>$75</td>
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<tr>
<td>Private Label* Fees</td>
<td>$55 Each</td>
<td>$75 Each</td>
</tr>
</tbody>
</table>

**“Private Label” models are equipment with cosmetic or other variations that do not affect the overall performance as assessed in the SOA testing regimen. These may also be private labeled models of the same engineering design and performance.**

# SPACE FOUNDATION CERTIFICATIONS (Optional)

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<tbody>
<tr>
<td>INITIAL YEAR</td>
<td>$2,500 for the first machine / $1,000 for each additional machine</td>
</tr>
<tr>
<td>SUBSEQUENT YEARS</td>
<td>$1,000 renewal fee for each machine</td>
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</table>
SOA EXTRACTOR STANDARDS
April 13, 2010

Soil Removal Standard – Percent of soil removed after water only cleaning operation:
- 55 – 69% to obtain SOA Bronze Certification
- 70 – 79% to obtain SOA Silver Certification
- 80% - 89% to obtain SOA Gold Certification
- 90% - 100% to obtain SOA Platinum Certification

Residual Moisture in carpet immediately after water only cleaning operation:
- ≤ 8 oz/yd² (271 g/m²)

Appearance Retention:
- No more than one step appearance change in the deterioration of the carpet pile surface.
New Participants:

1. Inquiries for Participation –
   Direct to website, answer questions if not covered on website.
   - Participation Agreement
   - Registration Form
   - Overview or Criteria
   - Schedule of Fees – Downloaded or sent via mail, UPS, FedEx etc.

2. Participating company is instructed to return the following documents
   a. Participation Agreement – signed
   b. Registration Form – completed
   c. Remittance of Fees
   d. Sample of Product to be tested
      i. If solutions, sample is sent directly to CRI
      ii. If equipment is an extractor, deliver directly to laboratory
      iii. If Vacuum Cleaner, send directly to CRI

3. Participation Agreement signed by President – CRI – Copy made, original returned to participant. Copy placed in newly generated customer file.

4. Registration Form copied and check, if present, given to accounting to invoice participating company

5. Entry made into database (Public Drive/D/Database/*)

6. Initiate Chain of Custody form using number assigned from database

“Same As” and/or Private Labels

1. Participant submits private label registration form – completed
2. Remittance of Fees by participant
3. Administrator enters information into database
4. Administrator requests webmaster to list product on website

Sample Handling

1. Chain of Custody is required for all SOA testing either with new or established participants. Note: Manufacturers submitting samples for testing directly to the laboratory may not use test results for certification. All testing must comply with CRI’s participation agreement and test procedures.

2. Administrator verifies that the product is commercially available in the market place. Special laboratory or experimental units or chemicals are not acceptable. In the case of solutions, a copy of
the container label and/or MSDS document must be obtained for inclusion in the participant’s file.
3. Administrator coordinates transmission of samples to lab - Include Chain of Custody and sample of product.
4. Administrator records sample receipt date and date of delivery to laboratory on database.

Report Review – Obtained via e-mail, USPS or CRI pick-up.
1. Report reviewed and information is entered into database, to include test number assigned by laboratory, test results recorded as pass/fail (for equipment, the level is recorded), and date of testing. If product is a vacuum, include company identification number. If a “same as” listing has been requested that information is also added to the database.
2. If deep cleaning systems testing has been done as per manufacturer’s instructions and those instructions are deemed to be impractical from a productivity standpoint for real world application, the SOA Administrator will so inform CRI management for possible review by the Test Review Board. Until Board renders a decision on practicality, the disposition of the test will be placed on hold before further action.
3. Notification
   a. Passing Notification – A congratulatory letter is prepared with the instructions on how to promote the successful product including a copy of the test results, electronic logo and/or label and graphic standard guidelines and is sent to the company’s contact person via email when practical.
   b. Failing Notification – An email is transmitted along with the test results explaining area of deficiency to the company’s contact person.
   c. Regardless of pass/fail status, copies of all pertinent documents are sent to
      i. Coordinator – Seal of Approval Program
      ii. Webmaster
         1. For inclusion on SOA website and to be submitted to the Communications Director for Newsline entry
      iii. Accounting Department
         1. To insure invoice has been paid prior to inclusion on website.

Follow Up

1. Administrator will review unresolved administrative issues prior to retiring file to completed projects status.
2. Recertification of Solutions
   a) During September of each year, randomly select twenty-five percent (25%) from pool of approved products.
b) Administrator will collect sample and submit to laboratory for battery of tests as used for initial certification. Completion of the recertification process should be completed within sixty days.

c) Procedures for this process are identical to the ones described above for new applicants. The product selected will be excluded from future testing for a period of four years.

d) The company will be notified by the administrator of results.

e) Failing products will require retesting within sixty (60) days of notification and shall be at the expense of the manufacturer.

f) If such testing is not successfully completed within that time frame, the product will be removed from CRI’s website until such time as the product passes the testing requirements.

End of Document