



SEAL OF APPROVAL/GREEN LABEL VACUUM CLEANER TESTING PROGRAM PARTICIPATION AGREEMENT

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 Vacuum Cleaner Seal of Approval/Green Label (SOA/GL) Testing Program (the "Vacuum Cleaner Program"), which evaluates vacuum cleaners (such as upright vacuum cleaners, back-pack vacuum cleaners, central vacuum systems, and canister vacuum cleaners) used in the maintenance of carpet, for respirable particle emissions, soil removal efficiency, and carpet surface appearance change; and therefore, authorizes affixation of a CRI SOA/GL Vacuum Cleaner approval label (the "Label") and logo (the "Logo") on those products that meet all three parts of the vacuum cleaner program evaluation standard, and

WHEREAS, the Company desires to participate in the CRI Voluntary Vacuum Cleaner SOA/GL Testing Program to verify that its vacuum cleaner products meet the vacuum cleaner evaluation Standard;

WHEREAS, this Participation Agreement is intended to govern the rights and obligations of all companies that elect to participate in the voluntary Vacuum Cleaner 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. Vacuum Cleaner Test Procedure

(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 (I.D. #). 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, 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 unit type listing.

(b) Sample Collection - Upon mutual signing of the Participation Agreement and within 15 days of the notification by CRI, the Company shall make available to CRI, or its agent, the appropriate vacuum cleaner for testing.

(c) Vacuum Cleaner 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. The company time frame for completion of said testing 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 Vacuum Cleaner Program test procedures, and that the tests confirmed, or did not confirm, that the unit type meets the Vacuum Cleaner 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 - Within 30 days after receiving notice of a failure, the Company may request that another unit of the same unit type be retested or advise CRI that it is initiating a corrective action program. All models resubmitted for testing shall be submitted within 90 days of notification of failure. 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 Vacuum Cleaner Program test procedures, and that the test confirmed that the vacuum cleaner sample meets the Vacuum Cleaner 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, with the manufacturer's identification number (I.D.#), only as authorized by the Vacuum Cleaner Program. The Label's design as used by the Company cannot vary in any way from the Label as approved and used by the Vacuum Cleaner Program.

(c) Quality Assurance. The Company shall have sole responsibility, and shall take all steps reasonably necessary, to ensure that only the qualifying vacuum cleaner product is marked with the Label in accordance with Vacuum Cleaner 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 Vacuum Cleaner Program Test Standards or Requirements. If the Vacuum Cleaner 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 vacuum cleaner 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 Vacuum Cleaner 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 Vacuum Cleaner 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 Vacuum Cleaner 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 Vacuum Cleaner 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 Vacuum Cleaner 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 Vacuum Cleaner 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 Vacuum Cleaner Program is and will remain the property of the Company, to be used by CRI for the duration of the Vacuum Cleaner Program only, and if the Vacuum Cleaner 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 in 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. Corrective and Preventive Action Procedure. All complaints should be submitted utilizing the Corrective and Preventive Action Procedure – See Exhibit C.

11. **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.

If to CRI:

If to the Company:

The Carpet and Rug Institute, Inc.
100 S Hamilton St, Dalton, GA 30720

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: _____

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EXHIBIT A

CRI SOA/GL VACUUM CLEANER TESTING PROGRAM PROCEDURES - STANDARDS

Guidelines and Procedures

- The vacuum cleaner manufacturer requests participation in the CRI Vacuum Cleaner SOA/GL Testing Program, signs a voluntary participation agreement, and agrees to have various unit types tested.
- For testing purposes, a designated vacuum cleaner unit type is obtained for testing from the manufacturer.
- The vacuum is submitted to an independent laboratory and tested in accordance with the approved protocols. Laboratory protocols are available on the CRI website under Technical Bulletins.
- The Standard and test protocols have been determined by consensus of representatives from carpet and vacuum cleaner manufacturers and peer review scientists:
 1. Two categories of SOA/GL Vacuum Cleaners to be listed on the CRI website:
 - Vacuum Cleaners Certified for Household Use
 - Vacuum Cleaners Certified for Commercial Use
 2. Household Use VC Program:
 - ****Performance Standard:**

	Soil Removal	Dust Containment:
Bronze	40-49%	$\leq 100 \mu\text{g}/\text{m}^3$ of dust particles
Silver	50-54%	$\leq 100 \mu\text{g}/\text{m}^3$ of dust particles
Gold	$\geq 55\%$	$\leq 35 \mu\text{g}/\text{m}^3$ of dust particles
 - Texture Protection Standard: The vacuum should not affect the texture appearance of the carpet more than a one-step change based on one year of normal vacuum use.
 - XRF Carpet Test Samples:
 1. 30 oz/sy residential loop pile carpet.
 2. 25 oz/sy residential cut pile carpet.
 3. Commercial Use VC Program:
 - Performance Standard: Same as Household Use Program above.
 - Texture Protection Standard: Same as Household Use Program above.
 - XRF Carpet Test Samples:
 1. 30 oz/sy commercial loop pile carpet.
 2. 30 oz/sy commercial cut pile carpet.

Notes:

- A VC must comply with the Texture Protection Standard before being considered for a Bronze, or Silver, or Gold SOA/GL certification.
- A VC must comply with both the corresponding Soil Removal Standard and the Dust Containment Standard before being considered for a Bronze, or Silver, or Gold SOA/GL certification.
- Upon approval the vacuum cleaner manufacturer is allowed to utilize official logo and label in accordance with CRI advertising guidelines to include on product literature, shipping cartons, advertisements, etc.

** To upgrade from one level to another, manufacturer must resubmit the equipment for testing.

PRIVATE LABEL or ‘Same as’

Models that are identical to the tested unit except for cosmetic differences, supplied in alternate model designations and/or private label models may be covered by the CRI Seal of Approval private label.

Models with this distinction are allowed to utilize the official logo and label in accordance with CRI advertising guidelines to include on product literature, shipping cartons, advertisements, etc. If the tested unit is removed from the Seal of Approval/Green Label Vacuum Cleaner program, the Private Label (same as) unit may remain in the program as long as there are no operational changes made to the unit.

EXHIBIT B

LABEL and LOGO ADVERTISING GUIDELINES - SOA/GL Vacuum Cleaner Program

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 by CRI
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.

****End Exhibit B****

EXHIBIT C

Corrective and Preventive Action Procedure

Purpose/Scope

The overall objective of this procedure is to provide for:

- Initiation
- Root cause investigation
- Action
- Follow-up and closure
- Record keeping and tracking on nonconformities, potential nonconformities, and improvement opportunities that have a bearing on the success of the organization

Initiation of Actions

- 2.1. The Seal of Approval coordinator or their immediate report may initiate a corrective or preventive action.
- 2.2 Corrective actions are triggered by existing nonconformities. Preventive actions are triggered by potential nonconformities or improvement opportunities.
- 2.3 A corrective or preventive action is initiated by completed the top portion of a Carpet and Rug Institute/SOAGL Vacuum Cleaner program Request Form, providing as much detail as possible about the nonconformity, potential nonconformity, or improvement opportunity. Improvement opportunities are noted as preventive actions.
- 2.4 The CRI/SOAGL Vacuum Cleaner program Request Form is forwarded to the President or his designee, who will evaluate the issue and authorize the form.
- 2.5 Upon authorization, responsibility for investigation and taking action is assigned.

3 Investigation and Action

- 3.1 The assigned person will assemble the necessary personnel and resources to investigate the corrective or preventive action.
- 3.2 The cause or causes will be identified and recorded on the CRI/SOAGL Vacuum Cleaner program Request Form. Actions proposed to address the issue will also be recorded.
- 3.3 The assigned person is responsible for reporting the status of the corrective or preventive action to the President or his designee by the "response date" shown on the form.
- 3.4 Investigation and action will continue until the project is determined to be completed. The form is then returned to the President.

4 Verification of Effectiveness

- 4.1 The President will follow-up in order to verify effectiveness and to determine the results of actions.
- 4.2 The results of follow-up will be recorded on the CRI/SOAGL Vacuum Cleaner program Request Form.

5 Closure

- 5.1 Upon satisfactory evaluation of the action on the nonconformity, potential non conformity, or improvement opportunity, the President or his designee will close the issue.

6 Analysis

- 6.1 Corrective and preventive actions are submitted to Management Review for analysis and action or trends.

Corrective and Preventive Action Request Form **Tracking #** _____

SOA/GL Vacuum Cleaner Program March 24, 2010 The Carpet and Rug Institute, Inc.

CRI/SOAGL Vacuum Cleaner Program Request Form

Type (check one):

Corrective Action Preventive Action

Source (check one):

Customer Complaint Improvement Idea
 Supplier Problem Management Review
 Audit Nonconformity Info & Data Analysis
 Production Problem Other (_____)

Problem or Opportunity Info (Attach additional information if necessary):

Location: _____ Date: _____ Authorized by: _____

Problem/opportunity: _____

Issued to: _____ Response due date: _____

Investigation & Action (Attach additional sheets if necessary):

Cause(s): _____

Action Taken: _____

Completed by: _____ Date: _____

Estimated date of completion: _____

Follow-up & Closure:

Reviewed by: _____ Date: _____

Results of action taken: _____

_____ **Date closed:** _____

End Exhibit C



The Carpet and Rug Institute
 P.O. Box 2048, Dalton, Georgia 30722 USA
 Phone: (706) 428-2123 Fax: (706) 428-3101
 Website: www.carpet-rug.org

Vacuum Cleaner Seal of Approval/Green Label Participation Fees

	CRI MEMBER COMPANY	NON-CRI MEMBER COMPANY
INITIAL TEST AND FIRST YEAR PARTICIPATION	\$1,875	\$2,450
ANNUAL RENEWAL FEE PER PRODUCT LISTING Effective 09/01/07	\$50	\$50
PRIVATE LABEL* FEES	\$55/Ea Added at later date	\$75/Ea Added at later date

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

SPACE FOUNDATION CERTIFICATION Sub-licensing Fees

INITIAL YEAR

\$2,500 for the first machine
 \$1,000 for each additional machine

SUBSEQUENT YEARS

\$1,000 renewal fee for each machine



Seal of Approval – Administrative Procedures

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 Newline 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.

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