

**3-A SANITARY STANDARDS, INC.
AUTHORIZATION AGREEMENT FOR USE OF THE 3-A SYMBOL**

This Authorization Agreement is entered into by and between 3-A Sanitary Standards, Inc. (hereinafter "3-A SSI"), and Applicant listed above (hereinafter "Applicant").

The parties agree as follows:

1. 3-A SSI grants to Applicant a nonexclusive Authorization to use the 3-A Symbol as specified in the attached Certificate.
2. Applicant agrees to comply with *Provisions for Use and Display of the 3-A Symbol* and other 3-A SSI rules and procedures, as amended from time to time, including the timely payment of any required fees, any late fees or similar charges that may be assessed, and provisions of the Third Party Verification program for 3-A Symbol authorization.
3. Applicant agrees that, as between Applicant and 3-A SSI, 3-A SSI is the owner of the 3-A Symbol, and Applicant shall not take any actions which are inconsistent with 3-A SSI's ownership rights including, but not limited to, challenging 3-A SSI's rights.
4. Applicant's authorization to use the 3-A Symbol will terminate at the end of the calendar year or at the end of the month in which a required TPV report is due. However, this Authorization will be automatically renewed each successive year for an additional twelve-month period under the same terms and conditions, except as modified by 3-A SSI, provided that Applicant has fully complied with all rules and procedures for such renewal.
5. No association, agency, apparent agency, employer/employee relationship, partnership, or joint venture of any kind is created by this Agreement.
6. This Agreement shall not be assignable or transferable by Applicant in any manner except with 3-A SSI's prior written consent, nor shall Applicant have the right to grant sub-authorizations.
7. The Applicant agrees that it will use the 3-A Symbol only on equipment that meets applicable 3-A SSI standards and specifications, including as amended or interpreted in the future.
8. If it is determined by 3-A SSI that any equipment referenced in the Certificate does not conform at any time to the applicable 3-A SSI standard or specification, including as amended or interpreted in the future; or if Applicant is determined by 3-A SSI to have made any materially false statement in any application or affidavit; or if Applicant otherwise defaults in any of its obligations under this Agreement, then 3-A SSI may immediately terminate this Agreement, without prejudice to any other rights which 3-A SSI may have.
9. Upon termination or expiration of this Authorization, 3-A SSI may in its discretion so notify governmental authorities and others, including via the 3-A SSI web site. In addition, Applicant shall immediately discontinue the use of the 3-A Symbol.
10. This Agreement shall not grant any right or remedy to any person or entity that is not a party to this agreement.
11. This Agreement shall be interpreted and governed by the laws of the Commonwealth of Virginia. Exclusive jurisdiction for any claim or dispute between the parties resides in federal or State court in Northern Virginia, and the parties agree and expressly consent to the exercise of personal jurisdiction in the Commonwealth of Virginia.
12. This Authorization contains the entire agreement between the parties as to the subject matter referenced herein. No agreement, statements, or representations not herein contained shall have any force and effect.
13. Applicant shall indemnify and hold 3-A SSI harmless for any costs, including judgments, settlements, and attorney's fees, incurred by 3-A SSI in defense of any legal proceeding alleging, in whole or in part, injury caused by any equipment of Applicant.
14. Paragraphs 3, 9, 11, 13 and this paragraph 14 survive termination of this Agreement.

3-A SANITARY STANDARDS, INC. PROVISIONS FOR THE USE AND DISPLAY OF THE 3-A SYMBOL

1. General Requirements

The 3-A Symbol is authorized for use on equipment and in conjunction with the marketing of such equipment and machinery that meets the requirements of published 3-A Sanitary Standards, subject to the 3-A SSI License Agreement and these Provisions for the Use and Display of the 3-A Symbol.

- 1.1. Special Provisions for Use and Display of the 3-A Symbol for Authorizations under Standards 18- and 20-.

This special provision applies to licensees holding 3-A Symbol authorization(s) under 3-A Sanitary Standards 18-, *Multiple-use Rubber and Rubber-like Materials* and 20-, *Multiple-use Plastic Materials*.

A licensee under Standards 18- and 20- must restrict symbol use to printed materials accompanying the product or other acceptable written uses, such as a web site. Items (parts) made from the compliant rubber or plastic must not bear the 3-A Symbol. This is because Standards 18- and 20- are 3-A sanitary materials, i.e. compositional standards, and not standards for the design of a finished type of equipment or component. Including the 3-A Symbol on plastic or rubber items made with compliant material is not allowed because it implies the finished item is covered by an equipment standard, which is not the case.

2. Elective Use and Display of the 3-A Symbol

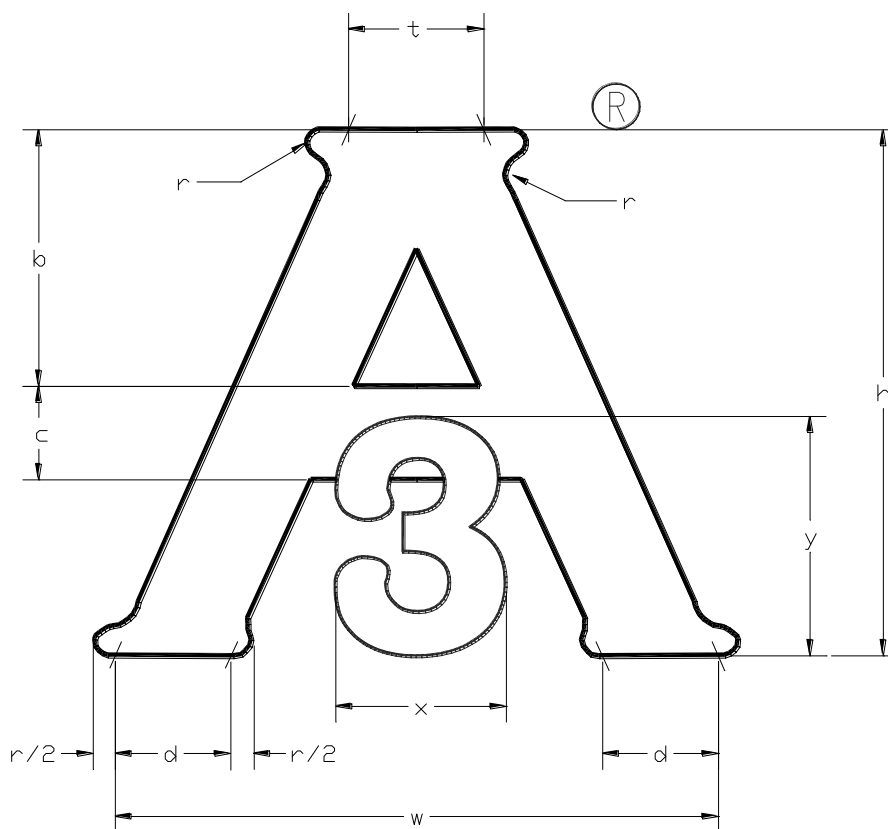
Use and display of the 3-A Symbol on equipment is non-mandatory for licensees. A licensee may elect to not display the 3-A symbol on authorized equipment due to design, materials, or fabrication modifications or a customer request.

- 2.1. If a licensee chooses to not display the 3-A Symbol and the hyphenated standard number and revision number (XX-XX) on units of specific model(s) of equipment for which it holds authorization, the following shall apply:
 - 2.1.1. The licensee shall make no use or display of the 3-A Symbol in any manner in the promotion or sale of any unit which does not bear the 3-A Symbol.
 - 2.1.2. The licensee shall make no representation, express or implied, in any manner to assert that such equipment which does not bear the 3-A Symbol conforms to 3-A Sanitary Standards or provisions for 3-A Symbol authorization.
 - 2.1.3. The 3-A Symbol Authorization certificate shall not be considered proof of conformance for equipment which does not display the 3-A Symbol.
 - 2.1.4. Any piece of equipment that does not display the 3-A Symbol is to be considered as not covered by any aspect of the 3-A Symbol authorization program.

3. Use and Display of the 3-A Symbol on Equipment

- 3.1. A licensee may mark and/or affix the 3-A Symbol only to specific models/names of equipment for which 3-A Symbol authorization has been granted. The licensee shall assure that any such display on equipment is compatible with all applicable hygienic design criteria.

- 3.2. A licensee shall provide sufficient information on the equipment to allow for third party traceability of the symbol. This may be accomplished by the Symbol Holder's nameplate, the company name if no nameplate is provided, a company logo, or Authorization number at the discretion of the Symbol Holder.
- 3.3. Where possible, the 3-A Symbol shall be made of stainless steel, and shall be affixed upon the equipment in juxtaposition to the nameplate or shall be part of the nameplate. The hyphenated standard number and revision number of the 3-A Sanitary Standard with which the equipment complies shall appear immediately in conjunction with the 3-A Symbol and be affixed to the equipment or machinery, or the nameplate in a clear, concise, permanent manner. Where the nature or size of the equipment makes the above impractical, the 3-A Symbol and hyphenated standard number and revision number shall be stamped, etched, or embossed on the equipment or affixed in any other permanent manner.
- 3.4. A licensee may display the 3-A Symbol on authorized equipment using one of the following electronic formats provided by 3-A SSI: DWG, DXF, TIFF, Illustrator and EPS. 3-A SSI will provide a copy of the 3-A Symbol in the desired electronic format(s) to the licensee upon request. If the licensee wishes to reproduce the 3-A Symbol, the following specifications shall be used:



Standard Number ## - ##

Capital Gothic A outline with serifs, on which is superimposed the antique numeral 3.

Ratio of width, w to h = 1.08:1
Ratio of width at top, t to h = .26:1
Ratio of distance from top to top of cross bar, b to h = .49:1
Ratio of width of cross bar, c to h = .175:1
Ratio of width of side bars, d to h = .21:1
Ratio of height of figure 3, y to h = .45:1
Ratio of width of figure 3, x to h = .333:1 (maximum)
Radius of serif, r to h = .0625:1

On reproductions with $h=1/2$ or less, the serifs may be omitted. The registered designation ® shall be proportionally displayed as part of the 3-A Symbol.

4. Non-equipment Use and Display of the 3-A Symbol

Licensees may wish to show the 3-A Symbol or otherwise promote the fact of 3-A Symbol authorization for equipment in other ways beyond the actual display on authorized equipment, such as in advertisements, brochures, fliers, catalogs, news releases, web sites, or other promotional communication. These guidelines apply to all such non-equipment use and display of the 3-A Symbol to help licensees accurately and properly promote 3-A Symbol authorization.

- 4.1. References to '3-A', '3-A Standards', or similar references in promotional materials are not substitutes for 3-A Symbol authorization display on equipment. Advertising references are informational and not proof of 3-A Symbol authorization. The licensee is solely responsible for assuring the completeness and the veracity of all non-equipment references.
- 4.2. 3-A SSI does not "approve," "certify," "rate," or "endorse" the design, construction, or use of the equipment and the licensee should not make such references. In non-equipment references, a licensee may state that the items for which 3-A Symbol authorization has been granted meet the requirements of the respective 3-A Sanitary Standard, hold 3-A Symbol authorization, or similar.
- 4.3. For non-equipment use and display, the 3-A Symbol must be reproduced in accordance with one of the formats specified by 3-A SSI for equipment display, except that, for non-equipment use and display, licensees are encouraged, but not required, to show the full 3-A Sanitary Standard hyphenated standard number and revision number immediately below the 3-A Symbol as required on equipment.
- 4.4. The 3-A Symbol should never appear more prominently in any advertising or packaging than the name of the licensee holding the authorization.
- 4.5. Do not use the 3-A Symbol or reference 3-A Symbol authorization on company stationery, business cards or signs, or within Internet domain names or company names. Use of these references on such materials could incorrectly imply more than a third-party authorization or relationship between the licensee and 3-A SSI, or incorrectly imply that all products you manufacture have been authorized by 3-A SSI.
- 4.6. If you use a 3-A Symbol on your web site, you must ensure that visitors to your web site are able to clearly identify which of your products have been authorized by 3-A SSI to use and display the 3-A Symbol and which have not.
- 4.7. References to 3-A Symbol authorization can be made only when you are authorized by 3-A SSI to use the 3-A Symbol on your equipment.
- 4.8. If 3-A Symbol authorization is expired or withdrawn for any reason, all material that refers to your authorization must be immediately removed from distribution, and further use of the 3-A Symbol must be discontinued.

- 4.9. If some products appearing in a web site, brochure, ad or catalog are authorized to use and display the 3-A Symbol but others are not, the licensee must ensure the wording and placement of 3-A Symbol references make it clear which products are in fact authorized by 3-A SSI and which are not. Do not use the 3-A Symbol in general advertising or promotional material to suggest that non-authorized products have, in fact, been authorized.
- 4.10. Do not state a link between 3-A Symbol authorization and any other organization. For example, statements such as 'Meets USDA/3-A Criteria', or 'Conforms to FDA/USDA/3-A Standards Criteria' or similar descriptions are inappropriate.

**3-A SANITARY STANDARDS, INC.
AUTHORIZATION AGREEMENT FOR USE OF THE REPLACEMENT PARTS AND SYSTEM
COMPONENT QUALIFICATION MARK**

This Authorization Agreement is entered into by and between 3-A Sanitary Standards, Inc. (hereinafter "3-A SSI"), and Applicant listed above (hereinafter "Applicant").

The parties agree as follows:

1. 3-A SSI grants to the RPSCQC Holder a nonexclusive authorization to use the RPSCQC Mark as specified in the attached Certificate.
2. The RPSCQC Holder agrees to comply with *Provisions for Use and Display of the RPSCQC Mark* and other 3-A SSI rules and procedures, as amended from time to time, including the timely payment of any required fees, any late fees or similar charges that may be assessed, and provisions of the Third Party Verification program for 3-A RPSCQC.
3. The RPSCQC Holder agrees that, as between RPSCQC Holder and 3-A SSI, 3-A SSI is the owner of the RPSCQC Mark, and the RPSCQC Holder shall not take any actions which are inconsistent with 3-A SSI's ownership rights including, but not limited to, challenging 3-A SSI's rights.
4. The RPSCQC Holder's certificate and Mark usage will terminate at the end of the calendar year, or at the end of the month in which a required TPV report is due. However, the RPSCQC Holder will be automatically renewed each successive year for an additional twelve-month period under the same terms and conditions, except as modified by 3-A SSI, provided that the RPSCQC Holder has fully complied with all rules and procedures for such renewal.
5. No association, agency, apparent agency, employer/employee relationship, partnership, or joint venture of any kind is created by this Agreement.
6. This Agreement shall not be assignable or transferable by the RPSCQC Holder in any manner except with 3-A SSI's prior written consent, nor shall the RPSCQC Holder have the right to grant sub-authorizations.
7. The RPSCQC Holder agrees that it will use the RPSCQC Mark only on replacement parts or system components that meet applicable requirements within 3-A SSI Standards or Accepted Practices, including as amended or interpreted in the future.
8. If it is determined by 3-A SSI that any replacement parts or system components referenced in the Certificate does not conform at any time to the applicable 3-A SSI Standard or Accepted Practice, including as amended or interpreted in the future; or if the RPSCQC Holder is determined by 3-A SSI to have made any materially false statement in any application or affidavit; or if the RPSCQC Holder otherwise defaults in any of its obligations under this Agreement, then 3-A SSI may immediately terminate this Agreement, without prejudice to any other rights which 3-A SSI may have.
9. Upon termination or expiration of this Authorization, 3-A SSI may in its discretion so notify governmental authorities and others, including via the 3-A SSI web site. In addition, the RPSCQC Holder shall immediately discontinue the use of the RPSCQC Mark.
10. This Agreement shall not grant any right or remedy to any person or entity that is not a party to this agreement.
11. This Agreement shall be interpreted and governed by the laws of the Commonwealth of Virginia. Exclusive jurisdiction for any claim or dispute between the parties resides in Federal or State court in Northern Virginia, and the parties agree and expressly consent to the exercise of personal jurisdiction in the Commonwealth of Virginia.
12. This Authorization contains the entire agreement between the parties as to the subject matter referenced herein. No agreement, statements, or representations not herein contained shall have any force and effect.
13. The RPSCQC Holder shall indemnify and hold 3-A SSI harmless for any costs, including judgments, settlements, and attorney's fees, incurred by 3-A SSI in defense of any legal proceeding alleging, in whole or in part, injury caused by any replacement parts or system components of the RPSCQC Holder.
14. Paragraphs 3, 9, 11, 13 and this paragraph 14 survive termination of this Agreement.

**3-A SANITARY STANDARDS, INC.
PROVISIONS FOR THE USE AND DISPLAY OF THE RPSCQC MARK**

1. General Requirements

The RPSCQC Mark is authorized for use on replacement parts or system components and in conjunction with the marketing of such replacement parts or system components that meet the requirements of published 3-A Sanitary Standards or 3-A Accepted Practices, subject to the RPSCQC License Agreement and these Provisions for the Use and Display of the RPSCQC Mark.

2. Use and Display of the RPSCQC Mark

- 2.1 The RPSCQC Holder shall mark and/or affix the RPSCQC mark only to specific models/names of replacement parts or system components for which the RPSQC has been granted. The RPSCQC Holder shall assure that any such display on replacement parts or system components is compatible with all applicable hygienic design criteria.
- 2.2 The RPSCQC Holder shall provide sufficient information on the replacement parts or system components to allow for third party traceability. This shall be accomplished by including the RPSCQC Holder's certificate number and may include the RPSCQC Holder's company name, company logo, or similar identification.
- 2.3 The RPSCQC Holder shall display the RPSCQC Mark on replacement parts or system components using one of the following electronic formats provided by 3-A SSI: DWG, DXF, TIFF, Illustrator and EPS. 3-A SSI will provide a copy of the RPSCQC Mark in the desired electronic format(s) to the RPSCQC Holder upon request. If the RPSCQC Holder wishes to reproduce the RPSCQC Mark, the following specifications shall be used:



Capital Gothic R outline with serifs, on which is superimposed the antique numeral 3-A.

Ratio of width, w to h = 1.08:1
Ratio of width at top, t to h = .26:1
Ratio of distance from top to top of cross bar, b to h = .49:1
Ratio of width of cross bar, c to h = .175:1
Ratio of width of side bars, d to h = .21:1
Ratio of height of figure 3, y to h = .45:1
Ratio of width of figure 3, x to h = .333:1 (maximum)
Radius of serif, r to h = .0625:1

On reproductions with $h=1/2$ or less, the serifs may be omitted. The registered designation TM shall be proportionally displayed as part of the RPSCQC Mark.

3. Non-equipment Use and Display of the 3-A Symbol

RPSCQC Holders may wish to show the RPSCQC Mark or otherwise promote the fact of RPSCQC Certificate for replacement parts or system components in other ways beyond the actual display on replacement parts or system components, such as in advertisements, brochures, fliers, catalogs, news releases, web sites, or other promotional communication. These guidelines apply to all such non-equipment use and display of the RPSCQC Mark to help RPSCQC Holders accurately and properly promote RPSCQC Certificate.

- 3.1. References to RPSCQC, or similar references in promotional materials are not substitutes for the RPSCQC Mark display on replacement parts or system components. Advertising references are informational and not proof of RPSCQC Certificate. The RPSCQC Holder is solely responsible for assuring the completeness and the veracity of all non-equipment references.
- 3.2. 3-A SSI does not “approve,” “certify,” “rate,” or “endorse” the design, construction, or use of the replacement parts or system components and the RPSCQC Holder should not make such references. In non-equipment references, a RPSCQC Holder may state that the items for which the RPSCQC has been granted meet the requirements of the respective 3-A Sanitary Standard or Accepted Practice, hold the RPSCQC Mark, or similar.
- 3.3. For non-equipment use and display, the RPSCQC Holder Mark must be reproduced in accordance with one of the formats specified by 3-A SSI for equipment display, except that, for non-equipment use and display, RPSCQC Holders are encouraged, but not required, to show the Certificate number immediately below the RPSCQC Mark as required on replacement parts or system components.
- 3.4. The RPSCQC Mark should never appear more prominently in any advertising or packaging than the name of the RPSCQC Holder.
- 3.5. Do not use the RPSCQC Mark or reference RPSCQC on company stationery, business cards or signs, or within Internet domain names or company names. Use of these references on such materials could incorrectly imply more than a third-party verification or relationship between the RPSCQC Holder and 3-A SSI, or incorrectly imply that all products manufactured have a certificate.

- 3.6. If you use a RPSCQC Mark on your web site, you must ensure that visitors to your web site are able to clearly identify which of your products are listed on the RPSCQC and are allowed to be associated with, use and display the RPSCQC Mark and which have not.
- 3.7. References to RPSCQC certificate can be made only when you are granted by 3-A SSI to use the RPSCQC Mark on your replacement parts or system components.
- 3.8. If the RPSCQC Certificate is expired or withdrawn for any reason, all material that refers to your authorization must be immediately removed from distribution, and further use of the RPSCQC Mark must be discontinued.
- 3.9. If some replacement parts or system components appearing in a web site, brochure, ad or catalog are granted to use and display the RPSCQC Mark, but others are not, the RPSCQC Holder must ensure the wording and placement of RPSCQC Mark references make it clear which replacement parts or system components products are in fact granted to use the RPSCQC Mark and which are not. Do not use the RPSCQC Mark in general advertising or promotional material to suggest that other replacement parts or system components are granted use of the RPSCQC Mark.
- 3.10. Do not state a link between a RPSCQC Certificate and any other organization. For example, statements such as 'Meets USDA/3-A Criteria', or 'Conforms to FDA/USDA/3-A Standards Criteria' or similar descriptions are inappropriate.