



**SPECIALTY SLEEP ASSOCIATION’S ENVIRONMENTAL & SAFETY PROGRAM
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (“Agreement”), effective as of the date executed by the final signatory hereto, is made by and between the Specialty Sleep Association, a District of Columbia non-profit corporation with offices at 46639 Jones Ranch Road, Friant, CA 93626 (“Licensor”), and:

Legal Name of Business

Doing Business As or Trading Name

Mailing Address

City, State, Zip Code

Street Address (if different)

City, State, Zip Code

Telephone Number (including area code)

Facsimile Number (including area code)

Email Address

whose business is a: [] corporation [] partnership [] limited liability company
[] sole proprietorship [] other _____
(specify)

and who is a manufacturer of mattresses (“Licensee”).

WITNESSETH:

WHEREAS, Licensor is a trade association serving the needs and promoting the interests of the mattress industry; and,

WHEREAS, Licensor has developed a Environmental & Safety Program (“the Program”) to permit a SSA Environmental & Safety Program seal to be affixed to mattress products which meet the specific criteria (“the Program Requirements”) set forth in the Program Background, attached hereto and made a part hereof as Attachment A, and the Program Application, attached hereto and made a part hereof as Attachment B; and

WHEREAS, Licensor is the owner of the seals set forth in Attachment C hereto (“the Seals”); and,

WHEREAS, Licensee is a manufacturer and/or other seller of mattresses at the wholesale level in the United States and desires to participate in the Program and desires to use the Seal(s) on



or in connection with its mattresses and in its marketing, advertising, promotional or other similar materials or communications; and,

WHEREAS, Licensor is willing to grant Licensee permission to so use the Seal(s) pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. The Program. Licensor administers the Program for manufacturers and others which produce and/or sell, at the wholesale level in the United States, mattresses manufactured in compliance with the Program Requirements set forth herein and in Attachments A and B hereto. Licensee agrees to comply with and be subject to all terms, conditions, policies and procedures associated with the Program, including the Program Requirements set forth herein and in Attachments A and B hereto. Licensee agrees to provide to Licensor at any time during the term of this Agreement, if requested, reasonable documentation both of its continued eligibility to participate in the Program and of its product(s)' eligibility to bear one of the Seal(s). Licensee agrees that Licensor shall have the right to revise the Program, the criteria for participation in the Program and for use of the Seal(s), and any policies and procedures governing participation in the Program from time to time as Licensor in its sole discretion deems appropriate.

2. Term of Agreement/Termination.
 - a. This Agreement shall not become effective unless and until it is accepted and fully executed by Licensor.

 - b. This Agreement shall continue and remain in effect until December 31 of the year in which it is first made effective. If Licensee's products continue to meet the Program Requirements and Licensee desires to continue to participate in the Program in accordance with its terms and conditions, this Agreement shall thereupon automatically be renewed for one year terms, which terms shall run from January 1 through December 31 and which shall be conditioned upon Licensee's products' continued status as eligible for participation in the Program.

 - c. This Agreement shall immediately terminate upon Licensee's withdrawal or removal from the Program for any reason.

 - d. Should Licensor, in its sole discretion, determine to cancel the Program or any portion thereof, Licensor may, but is not required to, terminate this Agreement by giving Licensee at least sixty (60) days written notice of its intention to terminate.

- e. This Agreement shall be immediately terminated if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it.
 - f. This Agreement may also be terminated by Licensor by written notice to Licensee that there has been a material breach of Licensee's representations, warranties, covenants or agreements contained in this Agreement. Licensee shall then be given a period of thirty (30) days within which to cure said breach. Failure to cure said breach to the satisfaction of Licensor shall thereafter result in immediate termination of this Agreement.
 - g. Licensee agrees and acknowledges that it must immediately comply with all of its obligations upon termination of this Agreement as set forth in the Program Requirements.
3. License Grant.
- a. Licensor hereby grants Licensee, subject to the further terms hereof, the limited, non-exclusive, non-transferable, personal right and license to utilize the Seal(s) on labels attached to Licensee's mattresses which qualify for participation in the Program, which meet the Program Requirements, and for which Licensee has submitted a Program Application ("Qualifying Products") and in marketing, advertising, promotional and other similar materials and communications ("Marketing Materials") regarding its Qualifying Products which bear the Seal(s), provided, however, that each such use of the Seal(s) in any such Marketing Materials is first approved in writing by Licensor. Licensee's right to use the Seal(s) immediately ceases upon termination or cancellation of this Agreement. Licensee shall also be authorized to provide labels bearing the Seal(s) to Licensee's retailers, provided that Licensee has in place a program designed to insure that such retailers affix such labels only to Qualifying Products; Licensee shall be responsible to insure that each retailer of its products affixes labels bearing the Seal(s) only to Qualifying Products. All rights not expressly granted to Licensee in this Agreement are reserved to Licensor.
 - b. Licensor shall sell product labels to Licensee, at prices determined from time to time by Licensor, for use on Qualifying Products. Licensor shall be Licensee's exclusive source of product labels bearing the Seal(s); Licensee shall not be entitled to purchase or otherwise obtain the Seal(s) from any other person or entity, nor shall Licensee be permitted to create the Seal(s) itself. Licensor shall provide Licensee with materials necessary for Licensee to utilize the Seal(s) in its Marketing Materials.
 - c. Licensee agrees that it will:

- i. Display the Seal(s) on labels affixed to all Qualifying Products.
- ii. Ensure that the Seal(s) is(are) not displayed on labels affixed to any products that do not meet the Program Requirements and otherwise comply with the terms and conditions of the Program and ensure that the Seal(s) is(are) only used in a manner which is consistent with and authorized by the Program. Licensee acknowledges that this is an essential term of this Agreement and that any failure to comply with this term shall be a material breach of this Agreement which will cause irreparable harm to Licensor and which shall entitle Licensor to seek immediate injunctive relief and any other remedies available to Licensor.
- d. Licensee agrees that, in all of its Marketing Materials in which the Seal(s) will be displayed, such display of the Seal(s) shall be in accordance with the written criteria adopted by Licensor from time to time. Licensee shall not revise or alter the appearance of the Seal(s) in any manner and shall use the Seal(s) exactly as provided by Licensor. Licensor shall supply Licensee with camera ready art of the Seal(s) to allow Licensee to use the Seal(s) in Licensee's Marketing Materials in accordance with this Agreement.
- e. Licensee shall not at any time do or suffer to be done any act or thing which, directly or indirectly, may modify, alter, dilute or misuse the Seal(s) or reduce the value of the Seal(s) or detract from its(their) reputation. The Seal(s) may not be used in any manner that, in the sole discretion of Licensor: discredits Licensor or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation, or other public policy; or mischaracterizes the relationship between Licensor and Licensee.
- f. Licensee shall cause to appear on all materials on or in connection with which the Seal(s) is used, such legends, markings, and notices as are necessary to give appropriate notice of the ownership and/or registered nature of the Seal(s) as instructed by Licensor.
- g. Upon Licensor's request, Licensee agrees to promptly submit a specimen of all materials on or in connection with which the Seal(s) is(are) used for inspection by Licensor to ensure compliance with this Agreement. Should Licensor, in its sole discretion, determine that Licensee is using the Seal(s) in any manner which is not authorized by this Agreement, Licensor shall notify Licensee of such unauthorized use and Licensee shall immediately cease using the Seal(s) in such unauthorized manner. Licensee's failure to comply with this provision shall be grounds for Licensor to immediately terminate this Agreement.

4. Ownership of the Seal(s). Licensee acknowledges that all right, title and interest in and to the Seal(s) is and shall remain with the Licensor. Licensee agrees that it will do nothing inconsistent with such ownership and that all use of the Seal(s) shall inure to the benefit of and on behalf of Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title or interest in the Seal(s) other than the right to use the Seal(s) in accordance with this Agreement. Licensee agrees that it shall make no claim to or against Licensor's title to the Seal(s) or challenge the validity of this Agreement. At Licensor's request, Licensee shall execute any documents reasonably required by Licensor to confirm Licensor's ownership of all rights in and to the Seal(s). Licensee agrees not to make application for registering any mark that is confusingly similar to or that would dilute the Seal(s).
5. Royalty. In consideration of the grant of the license set forth in section 3.a. above, Licensee agrees to pay to Licensor a royalty in the amount of 0.33% of Licensee's gross sales revenue from the sale of Qualifying Products bearing the Seal(s). Royalty payments shall be payable quarterly within 20 days of the close of each calendar quarter, shall be based upon gross sales revenue during the most recently concluded calendar quarter, and shall be accompanied by reasonable documentation satisfactory to Licensor demonstrating Licensee's calculation of the royalty amount. No more frequently than once per calendar year, Licensor or its designee shall be entitled to review Licensee's relevant business records to confirm the accuracy of Licensee's calculation of the royalty due hereunder with respect to Licensee's sale of Qualifying Products bearing the Seal(s). Should such review result in a determination that there has been a deficiency in the royalty paid, any such deficiency shall be payable immediately; in addition, should the deficiency be 5% or greater for any 12 month period, Licensee shall reimburse Licensor for the reasonable cost of such review.
6. Infringement. In the event that Licensee learns of any infringement or imitations of the Seal(s), or of any use by any person or entity of a mark similar to the Seal(s), it promptly shall notify Licensor thereof. Licensor thereupon shall take such action as it deems advisable for the protection of its rights in and to the Seal(s). If requested to do so by Licensor, Licensee shall cooperate with Licensor in all respects, at Licensor's sole expense, including without limitation by being a plaintiff or co-plaintiff in any proceeding and by causing its officers to execute pleadings and other necessary documents. In no event, however, shall Licensor be required to take any action if it deems it inadvisable to do so, and Licensee shall have no right to take any action with respect to the Seal(s) without Licensor's prior written approval.
7. Indemnification/Insurance.
 - a. Licensee hereby agrees to defend, indemnify and hold harmless and forever discharge

Licensor and its officers, directors, members, agents and employees from and against, and in respect of, any and all suits, claims, demands, damages, costs and expenses, including attorney's fees, that may be claimed or asserted against Licensor or any or all of the above-mentioned persons or their successors, by any person, firm, corporation or government on account of: (i) any actual or alleged injury, damage, death or other consequence arising or resulting directly or indirectly out of the products manufactured or sold by Licensee at any time; (ii) any misrepresentation, breach of any provision of this Agreement (including, without limitation, the attachments hereto), its own negligence, or willful misconduct, by Licensee; (iii) the use and/or misuse by Licensee or retailers of its products of the Seal(s), including, but not limited to, Licensee's or any retailer's use of the Seal(s) on or in connection with Licensee's goods or services which do not meet the Program Requirements.

- b. Licensee specifically agrees, in addition to the provisions of section 7.a. above, to defend, indemnify and hold harmless and forever discharge Licensor and its officers, directors, members, agents and employees from and against, and in respect of, any and all suits, claims, demands, damages, costs and expenses, including attorney's fees, that may be claimed or asserted against Licensor or any or all of the above-mentioned persons or their successors, by any person, firm, corporation or government on account of the use of the Seal(s) by any wholesaler or retailer on or in connection with said manufacturer's products, including without limitation those which do not meet the Program Requirements.
- c. It is expressly understood, agreed and intended by the parties hereto that Licensor, its officers, directors, agents and employees will not be responsible, in any way, to any party whatsoever with respect to any warranties, negligence, defects or other obligations in respect of the design, labeling, manufacture, packaging, distribution, promotion, exploitation or sale of products or services by Licensee or its retailers, however the foregoing might arise. It is further expressly understood, agreed and intended by the parties hereto that Licensee shall assume sole and total responsibility for any claims and liability arising in any manner out of Licensee's products, including without limitation any claims relating to product defects or failures, product returns or products inappropriately bearing the Seal(s), irrespective of whether such claims are made by end-users, retailers or wholesalers.
- d. Licensee shall at all times while this Agreement is in effect maintain product liability insurance with a minimum per occurrence coverage amount of \$1 million; such policy shall name Licensor as an additional insured. Licensee shall provide a copy of its certificate of insurance to Licensor together with its application to participate in the Program.

8. Warranties.

- a. Licensor represents and warrants that it has performed reasonable due diligence, including a search, to try to ensure rightful use and ownership of the Seal(s), that it is currently seeking federal registration of the Seal(s), and that to the best of its knowledge it shall be the exclusive owner of such Seal(s) in connection with the products at issue under this Agreement. LICENSOR MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SEAL(S). IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO LICENSEE'S USE OF THE SEAL(S), EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - b. Licensee represents and warrants that it is a manufacturer and/or other seller, at the wholesale level in the United States, of mattresses and that it intends to remain such during the term of this Agreement. Licensee further represents and warrants that the production of Qualifying Products which bear the Seal(s) is subject to a quality control program that provides Licensee with a reasonable degree of certainty that products bearing the Seal(s) are of a quality consistent with that of the product specimens tested in order for such products to be considered Qualifying Products. Licensee further represents and warrants that it has reviewed the terms and conditions governing participation in the Program, that it meets all of the criteria for participation in the Program and that it will take all reasonable steps to ensure that it continues to meet the terms and conditions of the Program during the term of this Agreement.
 - c. Each party hereto represents that it has full power to enter into and complete the transactions required hereunder, that this Agreement is enforceable against it in accordance with its terms, and that the activities contemplated hereunder do not conflict with or constitute a breach of or default under any contracts or commitments to which it is a party.
9. Independent Contractor Relationship. Licensee acknowledges that the relationship between the parties is one of independent contractors and that neither it nor any of its employees shall be considered employees of Licensor for any purpose under any statute, rule or regulation. Licensee agrees to indemnify and hold Licensor harmless from and defend Licensor against any claim based upon an assertion that any of Licensee's employees is an employee of Licensor, including, without limitation, any claim for withholding tax, unemployment tax, social security payments, worker's compensation or other similar taxes or payments.

10. Irreparable Harm. Licensee agrees that if it violates any provision of this Agreement, irreparable harm will be suffered by Licensor and Licensor shall be entitled to injunctive relief, in addition to any other available remedies.

11. Miscellaneous Provisions.

- a. Notices. All notices hereunder shall be in writing and shall first be communicated by facsimile or electronic mail. All notices shall be deemed to have been duly given upon receipt, by whatever method effectuates actual receipt. All notices shall, after delivery by facsimile or electronic mail, be followed by personal delivery, by overnight courier delivery, or by certified or registered mail, postage prepaid, deposited in the United States Mail, return receipt requested, addressed to the parties at the addresses set forth below, or at such other addresses as shall be specified in writing:

If to Licensee: To the address and facsimile number stated above.

If to Licensor: Executive Director
Specialty Sleep Association
46639 Jones Ranch Road
Friant, CA 93626
Facsimile: (559) 868-4185
Electronic mail: tambra@sleepinformation.org.

- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to the principles of choice of law of that jurisdiction. For purposes of litigation involving this Agreement, Licensee consents to jurisdiction over its person in the District of Columbia.
- c. Severability. Should any one or more of the provisions of this Agreement or of any agreement entered into pursuant to this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement and of each such other agreement shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.
- d. Force Majeure. If either party shall be prevented from performing any portion of this Agreement by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services, or acts of God, such defaulting party shall be excused from performance for the period of the delay and for a reasonable time thereafter, but in no event shall performance be excused for longer than 90 days per force majeure event.

- e. Binding on Successors/Assignment. The rights and obligations set forth in this Agreement are binding upon and shall inure to the benefit of the successors of the parties. Licensee shall not assign its rights hereunder to any person or entity without first obtaining the written consent of Licensor. Licensor may assign its rights hereunder.
- f. Waiver. Any waiver of a provision of this Agreement must be in writing signed by the party waiving its rights and shall apply only in the specific instance and for the specific purpose given. The giving of a waiver in one instance or for one purpose shall not create any implied obligation to give a waiver in another instance or for another purpose.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same instrument.
- h. No Trial by Jury. All parties to this Agreement waive any and all right to a trial by jury in any action or proceeding brought or commenced by either party which is directly or indirectly related to this Agreement.
- i. Construction of Agreement. This Agreement is the product of negotiations between Licensee and Licensor and their respective attorneys, and no provision shall be construed for or against either party by reason of ambiguity in language. To the extent that there is a conflict between the terms in this Agreement and an appendix hereto, the language of the Agreement shall control.
- j. Expenses. Except as otherwise set forth in this Agreement, Licensee and Licensor shall each bear their own expenses in connection with this Agreement and in connection with all things required to be done by them hereunder.
- k. Headings. The headings in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement and shall not be construed to alter or vary the text.
- l. Attorney's Fees. In any action between Licensee and Licensor at law or in equity arising out of or related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, in addition to any other relief to which that party may be entitled.
- m. Entire Agreement. Except as may otherwise be specifically provided herein, this Agreement, including any appendices and exhibits hereto, constitutes the entire

agreement of the parties and all prior representations, covenants, proposals and understandings, whether written or oral, are superseded and merged herein. This Agreement may be modified or amended only by an instrument in writing executed by the parties hereto and specifically stating that is intended as a modification or amendment to this Agreement. No oral statements or representations not contained herein shall have any force or effect.

- n. Survival of Terms. Any terms of this Agreement which by their nature extend beyond termination remain in effect until fulfilled and shall bind the parties and their legal representatives, successors, heirs and assigns.

[SIGNATURE PAGE FOLLOWS]



WHEREFORE, having agreed to the foregoing terms of this License Agreement, the parties set their hands and seals as set forth.

LICENSOR:

SPECIALTY SLEEP ASSOCIATION

By: _____

Date: _____

Print Name: _____

Print Title: _____

LICENSEE:

Company Name: _____

By: _____

Date: _____

Print Name: _____

Print Title: _____

**ATTACHMENT A TO
LICENSE AGREEMENT**

PROGRAM BACKGROUND

What does earning the Program “Seal” indicate?

The Program helps assure retailers and consumers that participating manufacturers and other sellers at the wholesale level:

- Have met basic and/or higher levels of compliance with commonly valued health, safety and/or environmental standards.
- Have used a transparent content label to provide specific information about any environmental claims and otherwise assist consumers with their purchasing decisions by providing additional information at the point of sale regarding the composition of the product.
- Have evaluated the SSA Environmental Claims report and the definitions for commonly used environmental terms.
- Understand the type of documentation or substantiation that may be required to support an environmental claim.
- Are participants in the SSA Manufacturer Sustainability Survey.
- Are, through payment of annual license fee and ongoing royalties as described herein, supporting increased communication to consumers and an annual vetting of the program for continuous improvement opportunities (to include future public review and comment periods).

Indirectly, the Program also:

- Creates incentives for suppliers to support manufacturers and other sellers at the wholesale level with documentation on the safety and environmental attributes of component materials.
- Supports compliance with CPSC requirements and FTC administrative guidance.
- Promotes the opportunity for third-party organizations to recognize the industry for working cooperatively to increase understanding of safety issues and minimize greenwashing and consumer confusion.
- May reduce the amount of Lanham Act related disputes between peers within the industry for false claims.

Other Certification Programs

The SSA’s *Environmental Claims* report provides information on a number of sustainability-oriented certification programs, such as Global Organic Textile Standard (GOTS), Sustainable Furnishing Council’s Exemplary Membership, CertiPUR®-US, Greenguard, and Oeko-Tex®



Standard 100. Manufacturers are encouraged to use and embrace programs that share similar aims.

Who Participates in the Program?

Manufacturers and Other Sellers at the Wholesale Level

Manufacturers and other sellers of mattresses at the wholesale level in the United States, must apply to participate in the Program. The Program is designed to create a flow of information from the manufacturer to the consumer with SSA acting as administrator of the program. Participants need to complete a separate application for each model of mattress that they desire to earn the Program “Seal.” The Seal completes the circle of information when affixed to the product at the point of sale. Products that are recognized by SSA will also be listed on the SSA website at www.sleepinformation.org.

Retailers

Retailers will be informed of the Program directly by participating manufacturers and other wholesale sellers. Retailers will be provided with instructions on how to affix the “Seal” to approved mattresses at the point of sale. Retailers must follow the requirements for affixing the Seal to existing floor models. See policy on use of Seals.

Suppliers

SSA will hold education programs to support understanding and education about the purpose of the program and opportunities for supplier input and support.

How Can a Manufacturer or Other Wholesale Seller Be Removed from the Program?

Removal from the Program may occur as follows:

Voluntary Withdrawal

Written notification of Program withdrawal must be sent to Licensor’s office.

Licensor will send withdrawing participant a Program participation termination letter with a return form to indicate receipt and acknowledgment of obligations upon termination of participation, as follows:

Immediate removal and destruction or return of all materials that include the Seal(s)

Discontinue immediately any further use of Seal(s) on products and in all advertisements and promotions; current media commitments must be allowed to expire and may not be renewed or extended

Discontinue within 30 days any further use of the Seal(s) in all printed materials (existing materials may not be used after 30 days)

Removal Due to Breach of the License Agreement

Participants may be removed from the Program in the event of a breach of the obligations set forth in the Program's License Agreement, including a failure to meet eligibility criteria.

Can a Manufacturer or Other Wholesale Seller's Eligibility to Participate be Challenged?

Licensors will be responsible for considering and acting upon any challenges to a participant's eligibility.

All challenges must be in writing and directed to Licensor's office and must specifically set forth the basis for challenging a participant's eligibility for the Program.

Licensors will first review the challenge to determine whether, if true, the challenge calls into question the participant's eligibility to participate. If that eligibility is not called into question, Licensor will respond in writing to the person making the challenge and advise that the challenge has been rejected. There shall be no appeal from such a decision.

If Licensor determines that the challenge, if true, does call into question the participant's eligibility, the challenge will be forwarded to the Program Committee for review. The Program Committee shall first determine whether additional information is necessary from the person making the challenge; if so, such information shall be requested. If the Program Committee then determines that the challenge is without merit, the Committee chair shall so notify the person making the charge. There shall be no appeal from such a decision.

Should the Program Committee determine that the challenge, if true, does call into question the participant's eligibility to participate, the Committee chair shall provide the participant whose eligibility has been challenged with a copy of the written challenge and all written information in support of such challenge. The Committee may request that the participant submit relevant information for the Committee's consideration. The participant shall then have a period of thirty (30) days within which to submit written evidence, including evidence of any changed circumstances, in opposition to the challenge. If the Program Committee, upon receipt and review of such evidence, determines that the challenge is without merit, it shall so inform the person making the challenge and the participant in writing. There shall be no appeal from such a decision.

If the Program Committee determines otherwise, it shall inform the participant of the right to a hearing on the matter, which hearing, if any, shall be scheduled within thirty (30) days of such determination. At any such hearing the participant shall be entitled to

present evidence, to cross-examine any opposing witnesses and to be represented by counsel. The Program Committee shall then, on the basis of the evidence before it, determine the participant's continued eligibility to participate in the Program. A two-thirds vote of the Committee shall be necessary to revoke the participant's right to participate. The Committee's decision shall be in writing and, in the event that the right to participate is revoked, shall specify the grounds for revocation. The decision shall be communicated only to the participant. There shall be no appeal from a decision to permit the participant's continued participation in the Program.

A decision to revoke the participant's right to participate shall be effective thirty (30) days from the date it is communicated to the participant, unless the participant shall first file with Licensor a written appeal of the decision specifying the grounds upon which the Program Committee's decision was in error. Appeals shall be considered by Licensor's Board of Directors, except that any Board member who is also a member of the Program Committee which heard the initial challenge shall recuse himself or herself, and shall be based solely upon a review of the written record developed before the Program Committee, including the Committee's written decision; there shall be no right to submit additional information to the Board, nor shall there be a right to a hearing before the Board. Board decisions in such appeals shall be by a majority vote, shall be in writing, shall be communicated only to the participant and the Program Committee, shall not be subject to further appeal, and shall be effective immediately upon receipt by the participant.

Reinstatement

Former Program participants who or which have voluntarily withdrawn from or were involuntarily removed from the Program must re-apply to resume participation in the Program.

Confidentiality

Except as otherwise provided herein, all information regarding rejected applications and involuntary removals from the Program will be disclosed only to Licensor's staff, Program Committee members and, in the event of an appeal, Board members. In the event that Licensor receives a judicial or administrative demand for any such materials, the affected applicant or participant shall be made aware of, but Licensor shall be under no obligation to resist, such demand.

Privacy Policy

Scope:

This policy applies to information collected through SSA's Environmental & Safety Program.

Information We Collect:

4-1-11 Last revised

15 of 32

Specialty Sleep Association

**Return form by email or fax to: info@sleepinformation.org,
(FAX) 559-868-4185**



We collect your information from the application you complete about your company and its mattress products.

How We Use and/or Share Your Information:

We may combine all the information we collect to aggregate it and create a benchmark for the industry to help SSA monitor continuous improvements. We may share aggregate and statistical data that does not identify your company. We may do this for research and marketing purposes, for instance to describe our program and annual continuous improvement efforts through an annual report.

How to Contact Us:

Contact info@sleepinformation.org.

Commitment to Administrative Reviews & Product Testing

SSA is not a testing or enforcement agency and is unaffiliated with any government agency. However, SSA reserves to right to conduct administrative reviews and require product testing by independent third parties to protect the integrity of this voluntary Program and those participating in good faith in the Program.

SSA will allocate a percentage of its revenues to administrative review of test reports submitted by participating manufacturers and other sellers at the wholesale level. You must agree to provide SSA with appropriate documentation to back up your attestations if requested by an SSA program administrator. You must also agree to provide a product sample to an appropriately accredited third-party testing lab upon request by an SSA program administrator. Product may be requested from a manufacturing location or a specific retail location.

We reserve the right to revoke the use of the SSA Seal if the products are not in compliance with the Level I or Level II Program Requirements. Manufacturers and other sellers at the wholesale level will need to provide written acknowledgement of the failure of compliance to SSA within thirty days of notification and describe next steps that will be taken. The Seal must be removed from all products at the time of notification. Failure to adequately correct the compliance issue within 90 days will result in expulsion from the Program with no refund of fees. If additional testing is required as a next step to prove compliance, the cost of testing will be borne by the manufacturer or other seller at the wholesale level.

Fees

Annual Fee. There will be an annual license fee to participate in the Program. Additionally, participating manufacturers and other sellers at the wholesale level self-report quarterly on sales of mattress models covered by the Program and pay a royalty of 0.33% of the wholesale sales revenue of these products (whether Level I or Level II). There is also a fee to SSA for the



purchase of Seals (in packaged quantities) and CDLs must be paid for by the manufacturer or other wholesale seller working with its own vendor. SSA will request a copy of the CDLs following approval of the application. The cost of materials for affixing Seals to mattress models is also borne by the manufacturer or other wholesale seller.

Fee Summary (fees are subject to change):

Entry Fee: \$500 annual fee for SSA members; \$1,000 for non-members

Seal Fee: \$1.85/seal (available in packages)

CDL = at participant's discretion with its vendor

Quarterly Royalty: 0.33% of wholesale sales revenue from sale of Qualified Products bearing Seal(s)



**ATTACHMENT B TO
LICENSE AGREEMENT
PROGRAM APPLICATION**

Although manufacturers/wholesale sellers need only submit one copy of the Manufacturer Information and Sustainability Survey pages of this Program Application and pay only one application fee no matter how many mattresses are registered with SSA under the Program, each mattress model must have a separately completed Consumer Disclosure Label (CDL) and separate attestations/agreements.

General Manufacturer/Wholesale Seller Information

Company Name: _____

Address: _____

City/State: _____

Postal code: _____

Phone: _____

Fax: _____

E-mail: _____

Contact Name: _____

Title: _____

Method of Payment: Check No. _____ Credit (Visa/MC/Amex) _____

Name on Card: _____

Card No.: _____

Signature: _____ Exp. Date: _____

Fee: \$500 annual fee - SSA members _____
 \$1,500 annual fee - SSA non-members _____

SSA Manufacturers Sustainability Survey

- What is sustainability and what does it mean for manufacturers?
- What is a carbon footprint?
- How can my company help reduce the environmental impact of our products and supply chain?
- How can I use environmental assessments to reduce costs and improve ROI?

We want our participants to understand that the aim of the following survey is to help manufacturers start to ask these important questions. It is important to note that this is primarily a yes/no survey. In 2011 and 2012, there is no requirement to answer YES to any of the items. It is intended as an educational tool for manufacturers. While completion of the survey is required, SSA's focus in Year 1 and Year 2 of the Program is to encourage manufacturers to use this survey as a discussion tool with their in-house teams and suppliers. Your participation in this survey signals a commitment to begin to ask these important questions and seek answers that will help your company to improve its environmental footprint.

This survey is being provided and adapted by SSA with permission from Walmart Corporation, who developed it for use by their vendors in conjunction with the development of Walmart's Sustainability Index. The SSA's use of the survey, however, is completely separate from Walmart and the results will not be shared with Walmart or any third party. The data provided in this survey will be protected by SSA (see SSA Privacy Policy). The results collected will be aggregated and used to assist SSA with identifying areas where the industry can benefit from further education and support. Additionally, the SSA intends to produce an anonymized annual report with the aggregated data to support industry benchmarking and continuous improvement.

ALSO NOTE: This survey is cited in the SSA's *Environmental Claims* report as an indication of an impactful trend by Walmart and other large retailers to quantify their own environmental impact by assessing the entire supply chain. Many manufacturers whose products are sold through large retailers may soon be asked to complete a survey similar to this one.

Informational Reference: <http://walmartstores.com/Sustainability/9292.aspx>

Please answer all survey questions below:

Have you measured your corporate greenhouse gas emissions? (Y/N)

Have you opted to report your greenhouse gas emissions to the Carbon Disclosure Project? (Y/N)

If so, what are your total greenhouse gas emissions reported in your most recently completed report? (Enter total metric tons CO₂e, e.g. CDP6 Questionnaire, Section 2b –Scope 1 and 2 emissions)

Have you set publicly available greenhouse gas reduction targets? If yes, what are those targets?(Enter total
4-1-11 Last revised

20 of 32

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metric tons and target date; or leave blank)

If measured, please report total amount of solid waste generated from the facilities that produce your product(s) for the most recent year measured. (Enter total lbs)

Have you set publicly available solid waste reduction targets? If yes, what are those targets? (Enter total lbs and target date; 2 fields or leave blank)

If measured, please report total water use from the facilities that produce your product(s) for Wal-Mart Inc for the most recent year measured. (Enter total gallons)

Have you set publically available water use reduction targets? If yes, what are those targets?(Enter total gallons and target date; 2 fields or leave blank)

Have you established publicly available sustainability purchasing guidelines for your direct suppliers that address issues such as environmental compliance, employment practices, and product/ingredient safety? (Y/N)

Have you obtained 3rd party certifications for any of the mattress models that you sell? If so, please list those for which any of your products are, or utilize materials that are, currently certified.

Do you know the location of 100% of the facilities that produce your product(s)? (Y/N)

Before beginning a business relationship with a manufacturing facility, do you evaluate their quality of production and capacity for production? (Y/N)

Do you have a process for managing social compliance at the manufacturing level? (Y/N)

Do you work with your supply base to resolve issues found during social compliance evaluations and also document specific corrections and improvements? (Y/N)

Do you invest in community development activities in the markets you source from and/or operate within? (Y/N)

Consumer Disclosure Label

Please make multiple copies of the following pages as each mattress model will require its own Consumer Disclosure Label (CDL) Declaration and attestations/agreements.

SSA provides sample CDLs and SSA administrative reviewers can assist manufacturers with meeting the requirements for material construction and environmental claims.

You must also complete the information below for each mattress model.

Mattress # _____ (manufacturer should assign a number, i.e. 1-10, for each separate mattress model being submitted)

Brand Name:

Product Description:

Sku #:

Place of Manufacture (last stitch basis – full address):

List environmental claims, if any, that will be used to describe attributes of this product:

Sample SSA Consumer Disclosure Label

THE MANUFACTURER OF THIS PRODUCT PARTICIPATES IN THE SPECIALTY SLEEP ASSOCIATION'S ENVIRONMENTAL & SAFETY PROGRAM. BY USE OF THIS LABEL, THE MANUFACTURER CERTIFIES THAT THE FOLLOWING MATERIALS HAVE BEEN USED.

Mattress Name
Mattress

Material Content

	Content	Percentage
Fabric	Cotton	49.0%
	<small>(cotton is certified organically grown)</small>	
	Wool	25.5%
	Polyester	20.5%
Quilt	Cotton	25.5%
	<small>(cotton is certified organically grown)</small>	
	Wool	49.0%
	Polyurethane Foam	20.5%
Core	Latex Foam Rubber	30.0%
	Steel Springs	70.0%

Content by Component

% by weight	Fabric	Quilt	Core
Natural/Biobased	25.5%	49.0%	20.5%
Pre-Consumer Recycled	49.0%	20.5%	25.5%
Steel	0%	0%	50.0%

Sample disclosure statements

Mattress is certified 70% organic by GOTS
 Natural / biobased content is contained in the cotton, wool, polyester, flexible polyurethane foam, and latex foam rubber
 Latex foam is certified by Oeko-Tex® Standard 100, Test No. XXXXX, INSTITUTE NAME
 Flexible polyurethane foam is CertiPUR-US® approved
 FR barrier is cotton treated with boric acid in quilt

MANUFACTURED BY:
 Whatever Manufacturing Co., LLC
 4100 West Terry Blvd.
 Charlotte, NC 28269

General Guidelines for CDL Descriptions

Because of the rapid innovation occurring in the marketplace, the following definitions are provided for guidance. SSA will request a sample of the CDL for each SKU that qualifies for the SSA Environmental and Safety Program. The manufacturer should strive to be consistent and promote truth in advertising.

General Definitions

Top Fabric – top layer of mattress fabric

Fabric – outer top layer and cloth pilings

Quilt – anything under the topper layers (e.g., wool, cotton, foam, low-profile springs in topper, etc.)

Core – substance layer (i.e., innersprings – open and encased, PU foam, latex foam, wool, horse hair, air-core, gel foam, steel springs, etc.)

Notes:

- At this time the SSA program addresses only the mattress; manufacturers must still comply with federal regulations that are applicable to the foundation.
- The FR Barrier, which must be disclosed to whatever extent possible in terms of location and type, can be included –or- excluded from the Fabric/Quilt calculations of percentages. This is up to the manufacturer.

Complete the following form for each mattress model:

Consumer Disclosure Label Declaration (indicate content in Fabric, Quilt, Core with X) (for environmental claims info., indicate % by weight)			
Material Type	Fabric	Quilt	Core
Cotton Fiber			
Cotton Batting			
Wool			
Virgin Wool			
Wool Batting			
Alpaca wool			
Cashmere wool			
Rayon Fiber			
Polyester Fiber			
Polypropylene Fiber			
Nylon Fiber			
Silk Fiber			

Latex Foam Rubber (Dunlop method)			
Latex Foam Rubber (Talalay method)			
Polyurethane Foam			
Polyurethane Foam Pieces			
Shredded Polyurethane Foam			
Cemented Polyurethane Foam			
Cemented Polyurethane Foam Pad			
Viscoelastic Polyurethane (Memory) Foam			
Modacrylic FR Rayon			
Aramid FR Rayon			
Resinated Rayon			
Boric Acid Treated Rayon			
Treated Cotton			
Camel Hair			
Horse Hair			
Steel Inner Springs			
Plastic Inner Springs			
Wire Springs			
Gel			
Other (please describe)			
Environmental Claim			
% Certified Organic (by weight)			
% Bio-based/Natural (by weight)			
% Pre-consumer Recycled Content* (by weight)			
Other (please describe)			
Third-party Certifications Obtained (note if the			

certifications apply to Fabric, Quilt, Core, or state Applies to Total Finished Product)			
The declaration regarding the FR barrier for this product is: (be as specific as possible about the location and type of fire retardant used)			

Manufacturer/Wholesale Seller Attestation of Compliance with SSA Program Requirements

Note: Suggested documentation may be used to substantiate compliance. This or equivalent documentation must accompany the application and must be supplemented every six months with new documentation evidencing continued compliance. In addition, to insure the credibility of the Program, SSA may require at any time that a participant provide additional evidence of compliance beyond the initial attestation, and SSA reserves the right to audit a participant’s records to confirm compliance. Finally, each participant agrees that SSA is entitled to require production specimens of mattresses bearing the Seal(s) to be shipped, at the participant’s expense, to an independent testing facility identified by SSA and to undergo testing, also at the participant’s prepaid expense, to confirm the mattress’s continued compliance with the Program Requirements.

We agree to transmit a separate Consumer Disclosure Label (CDL) specific to the mattress model that contains additional information beyond that which is required by state and federal law to include:

- Declares the content of the mattress broken down by Fabric, Quilt, and Core. (By weight of component. Major categories may be different than these three shown if mattress type has a unique composition. Manufacturer should review CDL with SSA.).
- Specifies any environmental claim made about the mattress and notes whether the claim applies to the Top Fabric, Fabric, Quilt, Core or Finished Product.
- Includes certification logos earned (properly displayed in accordance with each certification bodies’ requirements).
- Makes a disclosure about FR barrier, if possible, noting location and type of FR used.

We have read and agree to the above statements.

Signature _____

Date _____

Environmental Claims & Terminology – Required for Level I & II

- Our environmental claims are specific and substantiated through documentation from our suppliers and/or product testing as appropriate.
- We understand that the term **organic** is a regulated term (by USDA) and is also defined specifically for textiles by the Global Organic Textile Standard (GOTS). The Program requires that manufacturers have evidence from suppliers that a component material has been “Certified Organic” to use this term in making marketing claims. If cotton or wool (as an example) is certified organic through the USDA program then proper labeling and claims should say for example “we use organically grown cotton fibers.” If 70% or more of the mattress is being referred to as organic, the mattress must have been certified as organic by the Global Organic Textile Standard (GOTS) as a finished product and use wording as required by GOTS. USDA does not certify mattresses; USDA certifies only crops. Environmental marketing claims should be specific as to what is organic. See also the definition section in SSA’s *Environmental Claims* report. The CDL must describe whether the certified organic material is contained in the Fabric, Quilt, and/or Core.
- We understand that the term **natural** is not regulated by any U.S. agency. However, the most common uses of it in environmental claims in the bedding industry refer to the amount of biobased material in a finished product. The term biobased is defined by the U.S. Department of Agriculture (see *Environmental Claims*) and is being used as the definition for natural in the SSA Environmental Program. The percent of biobased material must be established by documentation from component suppliers. If natural content claims are made, the Consumer Disclosure Label must use the term “natural/biobased” and contain a declaration as to what materials in the mattress are made with natural/biobased content and note the appropriate percentages by weight within the three components of fabric, quilt, and core.
- **Pre-consumer recycled content** is defined in SSA’s *Environmental Claims* report and in the Federal Trade Commission’s (FTC) Green Guides. Pre-consumer recycled content must be manufacturing process materials that were recovered or otherwise diverted from the solid waste stream.

***IMPORTANT: Manufacturers** are responsible for complying with all labeling requirements imposed by law. Your company’s legal counsel should provide guidance on new material requirements and law labels. Manufacturers are cautioned that some states in the United States



(e.g., Connecticut and Utah) may not allow the word “recycle” to be used in any context on marketing materials. While SSA does permit pre-consumer recycled content to be used to qualify for the program, each manufacturer must make its own determination regarding whether this option is something it chooses to pursue in light of the potential risks involved. **If a manufacturer is qualifying a product for the program based on use of natural/biobased content and not pre-consumer recycled content, then it may request SSA Seals that reference only the natural/biobased content and thereby avoid having the word “recycle” appear on the Seals.**

We have read and understand the definitions provided above, in *Environmental Claims: What Marketers and Retailers Need to Know*, and through FTC’s Green Guides. We understand that our product marketing must be substantiated.

Signature _____

Date _____

Or Indicate Not Applicable (N/A) if none of these claims are made.

Suggested Documentation:

- Supplier documentation – OR – the following:
 - (organic) Evidence of GOTS certification of material or finished mattress –or– USDA National Organic Program (NOP) of the crop material.
 - (natural/biobased) Third-party testing by an ISO 9001 certified lab that conducts ASTM D6866 (or the Standard Test Methods for Determining Biobased Content of Solid, Liquid, and Gaseous Samples Using Radiocarbon Analysis).
 - (pre-consumer recycled content) Bill of sale, chain of custody information, documentation of weights, and/or other documentation describing how recycled content claims are justified
- Evidence of compliance with other third-party certification programs that support the environmental claims being made about the product (these certifications CAN and should be shown on the SSA’s CDL if earned and applied appropriately according to the governing organizations’ own restrictions)

Foam & Third-party Certification– Required for Level II, III

If foam is indicated on CDL and manufacturer is pursuing Level II or III, we attest that we have assessed certification of the SKUs used in the mattress through either the CertiPUR-US® or Oeko-Tex® Standard 100 as applicable.

Signature _____

Date _____

Or Indicate Not Applicable (N/A) if foam is not a mattress component.

Suggested Documentation:

- CertiPUR-US® certification documentation (PU foam)
- Oeko-Tex® Standard 100 certification (latex foam)

VOC Testing of Finished Product– Required For Level III Certification

Has your finished product been tested to meet appropriate standards for low emissions of volatile organic compounds (VOCs)? (Y/N)

- VOC emissions results can be certified by appropriate laboratories testing mattress buns or a family of mattresses. Laboratories must provide written documentation of testing and any recommendations provided.
- VOC emissions results can also be determined by testing using the following:
 - CDPH/EHLB Std. Method V1.1, Section 7, data can be modeled to the informative residential scenario in Std. Method V1.1, Appendix B. These calculations assume four identical sleeping units in the residence. The VOC acceptance criteria are given in the Std. Method V1.1, Section 4.
 - ANSI/BIFMA M7.1-2007, *Standard Test Method for Determining VOC Emissions from Office Furniture Systems, Components and Seating*

Signature _____

Date _____

Or indicate Not Applicable (N/A) if the finished product has not been tested for VOCs.

Required Documentation (if applicable):

- Certificate from independent laboratory with a relevant test method in its scope. ISO accreditation of the laboratory chosen is recommended.
- Documentation demonstrating what testing was conducted and any results or recommendations.

Informational Reference: CDPH/EHLB Std. Method V1.1, 2010, Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers, accessible at http://www.cal-iaq.org/VOC/CDPH-IAQ_StandardMethod_V1_1_2010.pdf.

Global Organic Textile Standard (GOTS) or Oeko-Tex® Standard 100 Certification – Required for Level II, III Certification

4-1-11 Last revised

28 of 32

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Top fabric (required for Level II and III) has earned the appropriate level of GOTS or Oeko-Tex® Standard 100 certification (class II or class I for children’s products). (Y/N)

Note: top fabric applies to only fabric on the top of mattress and piping.

Finished mattress has been certified by GOTS or Oeko-Tex® Standard 100 (required for Level III).

Signature _____

Date _____

Or indicate Not Applicable (N/A) if product has not been certified (only Level 1 can be achieved without this certification).

Required Documentation (if applicable):

- Evidence of GOTS or Oeko-Tex® 100 Certification
- Display of GOTS logo or Oeko-Tex® 100 logo with Certificate number and Institute on CDL

CPSC Requirements

Our product has been tested and been determined to comply with Consumer Product Safety Commission (CPSC) 1632 and 1633 flammability requirements and we maintain a “reasonable testing program” consistent with CPSC guidance.

Signature _____

Date _____

Suggested documentation:

- Evidence of existence of formalized corporate quality control system
- Evidence of and frequency of product testing
- Independent test reports

Is this product intended for children 12 years of age and under?

If so, we attest that we are in compliance with CPSC requirements for lead, phthalates, small parts, sharp edges and points.

Signature _____

Date _____

Or Indicate Not Applicable (N/A) if product is not marketed to children.

- **Suggested Documentation:** Independent laboratory test report and certificate indicating that appropriate testing has been conducted for compliance with CPSC requirements for lead (both in surface coatings and in accessible substrate materials) and for phthalates (surface coatings and body regardless of accessibility) and for small parts, sharp edges and sharp points. Note: CPSC Method CPSC-CH-C1001-09.3, 2010 (or latest revision), *Standard Operating Procedure for Determination of Phthalates*, is accessible at www.cpsc.gov/about/cpsia/cpsc-ch-c1001-09.3.pdf. ISPA (www.sleepproducts.org) is a great reference as to what CPSC requirements apply to mattresses. Testing is not required for metals, natural untreated fabrics and for certain plastics. The manufacturer should create a general certificate of conformity as specified by CPSC. The test report from an independent laboratory is appended to the certificate.

Indicate Here if Certificate is Attached _____

Informational Reference(s): Testing requirements are described in CPSC technical document, *Statement of Policy: Testing of Component Parts with Respect to Section 108 of the Consumer Product Safety Improvement Act*, accessible at <http://www.cpsc.gov/about/cpsia/componenttestingpolicy.pdf>.

Warranty

Is there a written warranty that accompanies this product? (NOTE: the Program requires that a warranty be associated with mattress products before they can earn the right to bear the “Seal”.)

Signature _____

Date _____

**ATTACHMENT C TO
 LICENSE AGREEMENT**



MANUFACTURER OF THIS MATTRESS CERTIFIES THAT IT MEETS THE LEVEL I ENVIRONMENTAL AND SAFETY REQUIREMENTS ESTABLISHED BY THE SPECIALTY SLEEP ASSOCIATION

- Discloses materials used in construction and percentages of natural/biobased and/or pre-consumer recycled content if applicable
- Achieved a minimum of 20% natural/biobased or pre-consumer recycled content in component categories of fabric and quilt
- Manufacturer participates in annual survey to identify carbon footprint issues and has committed to continuous improvement
- Meets all federal safety flammability requirements
- Meets all safety requirements for children's products if applicable
- Warranty is provided for the product

For more information regarding the Program, visit www.sleepinformation.org.

MANUFACTURER OF THIS MATTRESS CERTIFIES THAT IT MEETS THE LEVEL II ENVIRONMENTAL AND SAFETY REQUIREMENTS ESTABLISHED BY THE SPECIALTY SLEEP ASSOCIATION

- Discloses materials used in construction and has achieved a minimum of 20% natural/biobased, pre-consumer recycled, and/or steel content material in component categories of fabric and quilt and 10% for core
- Top fabric is certified by Oeko-Tex® Standard 100 or Global Organic Textile Standard (GOTS)
- Polyurethane foam products have achieved CertiPUR-US® Certification
- Latex foam products have achieved Oeko-Tex® Standard 100 Certification
- Manufacturer participates in annual survey to identify carbon footprint issues and has committed to continuous improvement
- Meets all federal safety flammability requirements
- Meets all safety requirements for children's products if applicable
- Warranty is provided for the product

For more information regarding the Program, visit www.sleepinformation.org.

MANUFACTURER OF THIS MATTRESS CERTIFIES THAT IT MEETS THE LEVEL III ENVIRONMENTAL AND SAFETY REQUIREMENTS ESTABLISHED BY THE SPECIALTY SLEEP ASSOCIATION

- Discloses materials used in construction and has achieved a minimum of 70% natural/biobased and/or pre-consumer recycled content material in component categories of fabric and quilt
- Discloses materials used in construction and has achieved a minimum of 50% natural/biobased, pre-consumer recycled, and/or steel for core
- Mattress has been tested for VOC emissions
- Mattress is certified by Oeko-Tex® Standard 100 or Global Organic Textile Standard (GOTS)
- Polyurethane foam products have achieved CertiPUR-US® Certification
- Latex foam products have achieved Oeko-Tex® Standard 100 Certification
- Manufacturer participates in annual survey to identify carbon footprint issues and has committed to continuous improvement
- Meets all federal safety flammability requirements
- Meets all safety requirements for children's products if applicable
- Warranty is provided for the product

For more information regarding the Program, visit www.sleepinformation.org.

Manufacturers may also request a version of the Seal that contains no reference to “pre-consumer recycled content.” See Environmental Claims & Terminology – Required for Level I & II - pre-consumer recycled content – asterisked (*) IMPORTANT notation.

Example of Level III without “pre-consumer recycled content option” is below:

