

Snell Foundation Inc.

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INFORMATION ON SNELL CERTIFICATION PROCEDURES

Certification - Snell certification requires the submission of a prescribed number of helmet samples for testing as per the specifications in the appropriate standard. Representative production samples for each model and size helmet for which certification testing is requested are submitted to the Snell Foundation, Inc. Samples must be in as near ready for sale condition as practicable. All samples submitted must meet all of the testing criteria for the standard. Certification may not be extended to any other sizes, or helmet models without notification to, and approval from the Snell Foundation.

Pre-Testing Helmet Information Form - a completed Pre-Testing Helmet Information Form must accompany Helmets submitted for testing. This document provides Snell technicians with information essential to assure accurate testing and reporting, and serves as an agreement to conduct requested testing. The technical staff vet the information submitted. Errors or omissions, or failure to provide this information will result in delays in testing. This form is available at the Foundation's website www.smf.org, or by request.

Licensing Agreement - Once a helmet model has passed all required certification testing, a certification licensing agreement is prepared. This Agreement is signed and executed by the "Helmet Owner" and by the President of the Foundation, and prescribes specific rights and responsibilities concerning compliance with Snell certification. The Helmet Owner is the party that holds the rights of the design, production and distribution rights for a particular helmet model or structure. Depending on the role of the Helmet Owner, once certification is granted, specific sub-licensing may be required for key marketing or manufacturing entities. Sample of these agreements are available on request. Terms and agreements apply to any subsequent certifications granted unless terminated.

Under no circumstances may a Helmet Owner use the Snell name in any advertising or in connection with any of their helmets, or receive Snell serialized decals until all Agreements are fully executed.

Serialized Decals - Once required licensing agreements are fully executed, the helmet owner may obtain certification labels bearing the certification standard and unique serialization directly from the Foundation. Certification labels must be affixed to all helmet models granted certification to Snell standards during the manufacturing process. The Helmet Owner must submit quarterly decal usage reports. These reports must include serial numbers of certification labels used, models in which the decals are affixed and distribution locations of Snell labeled production.

Random Sample Assessment Test Program (RST) - The Foundation will periodically obtain certified helmets from distribution or retail sources to test samples of certified models for as long as those helmets are available in the market. Helmet samples are randomly selected and tested from the marketplace at a rate determined by the monthly decal usage/production reports provide, as well as by label distribution volumes. Annualized sampling rates are initially



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targeted at 1 in 2000, but may vary given production and compliance. Test results, along with any instructions on resolution are sent to the licensed Helmet Owner. The Helmet Owner is responsible for all testing and acquisition fees associated with the RST program.

If any helmet fails to meet the requirements of the standard in random sample testing, three more sample helmets of the same certified model and size are obtained and retested to follow up, and attempt to verify the original failure (RSTR). If any one of follow up helmets fail similarly, the Foundation will demand that the application of Snell serialized decals cease immediately, along with any claims of Snell certification for the affected model until the matter is reviewed by the Foundation to determine any additional measures that must be taken by the licensed owner of the helmet in order to resolve the issue.

Manufacturer Visits – Once certification is granted and licensing completed, Snell representatives may request to visit the manufacturing facility. Such visits are always scheduled in advance at the convenience of the manufacturer.

Prototype And Other Testing - The Snell laboratory offers, other types of prototype or evaluation testing to assist in determining standard compliance. Specific tests may be requested to assess standard compliance for informational or developmental purposes. Additional testing may also be required to evaluate additions or modifications to certified helmets or components.

The direct cost of acquiring and maintaining a Snell certification is based on the testing requirements for a particular helmet model, production volumes, the cost of the serialized certification label and the volume of random testing. Certification testing costs will vary based on the number of models and size/structures produced. General testing and certification label costs are available on the Snell website in the "Manufacturer Zone."

The licensed Helmet Owner is responsible for the proper handling and use of Snell certification labels, use of trademarked names, logos and certification marks, standards compliance and testing, and all financial responsibilities as agreed. Licensing agreement(s) must be signed by a principal, owner, or authorized party. Testing is scheduled on a first in basis. Testing fees for non-licensed manufacturers must be pre-paid. Payment terms of NET 30 days may be offered to licensees with accounts in good standing.