

SNOWMOBILE SAFETY AND CERTIFICATION PROGRAM

Sponsored by

**Snowmobile Safety and Certification Committee, Inc.
1640 Haslett Road, Suite 170, Haslett, Michigan 48840**

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FOREWORD

The Snowmobile Safety and Certification Committee (SSCC) is the sponsor of the certification and auditing Program for which SSCC has adopted standards. SSCC authorizes the use of Certification Labels bearing the SSCC certification mark to Manufacturers whose products are in compliance with the Program. The Program requires independent Laboratory compliance verification.

A manufacturer desiring to participate in the Program applies to SSCC by completing the Manufacturer's Participation in the Program Agreement. When this has been approved by SSCC, the Manufacturer submits a Request for Certification to the Laboratory for each Model/Group for which it desires certification. In this Request for Certification, the Manufacturer certifies that all applicable tests and verifications have been conducted, and that the results of such tests and verifications indicate full compliance with the applicable requirements of the SSCC/11 Standards. Accompanying the Request for Certification are copies of Supporting Data as required to establish compliance. When satisfactory compliance has been established, the Laboratory issues a verification report and endorses the Request for Certification by signing off the Laboratory Compliance Verification. A Request for Certification, signed off by the Manufacturer, and the Compliance Verification, signed off by the Laboratory, is then forwarded to the SSCC Chairman. The latter then signs off the Approved Record of Certification. This authorizes the Manufacturer to use the Certificate of Compliance and apply Certification Labels denoting compliance with the applicable requirements of the Standards to all certified Model/Group.

Assurance of continued compliance of certified Model/Group or Component(s) is provided by testing, verification, and through periodic audit of the Manufacturer's Conformance Control System conducted by the Laboratory.

DEFINITIONS

- **Audit:** An evaluation, conducted on the premises of the Manufacturer or testing facility, with purpose to provide additional assurance of compliance with the applicable Standards and Conformance Control System. The Audit typically refers to the evaluation of testing and Supporting Data related to Request for Certification. It also refers to the evaluation of the Manufacturer's Conformance Control System.
- **Board of Directors** refers the SSCC Board of Directors.
- **Certificate of Compliance:** A document endorsed by SSCC upon full compliance with The Program. Reference Appendix IV.
- **Certification Label:** The *SSCC Safety Certification Label* is issued by the SSCC upon full or conditional compliance with the Program. This label is defined in the Standards.
- **Checklist:** A Program tool for the Manufacturer to communicate test results with the Laboratory. It takes the form of the standardized document titled *SSCC Snowmobile Product Certification Checklist* and is available from *Snowmobile Safety and Certification Committee, Inc.*
- **Component:** Equipment that can be tested per SSCC/11 separately from a snowmobile or on a fixture. A non exhaustive list includes clutches, seat, fuel tank, windshield of children snowmobile, etc.
- **Conditional Certification Affidavit:** An SSCC certification procedure available for the Manufacturer when lead time considerations prohibit complete testing. Reference Appendix I.
- **Conformance Control System:** The Manufacturer's quality control system in place to consistently produce products that comply with the Standards i.e. Conformity of production controls.
- **Laboratory's Representative** refers to the Laboratory Laboratory's Representative.
- **Laboratory:** Independent Testing Laboratory responsible for compliance verification, designated by the SSCC and, tied under a valid agreement with the SSCC in the form of the SSCC-Laboratory Compliance Verification Agreement of Appendix VI.
- **Manufacturer:** The Participant who sells and/or manufactures products for which SSCC has approved applicable safety Standards and, that is tied under a valid agreement with the SSCC in the form of the Manufacturer's Participation in the Program Agreement of Appendix V.
- **Manufacturer's Participation in the Program Agreement:** The binding agreement between the Manufacturer and SSCC under the SSCC Program. Reference Appendix V.
- **Model/Group:** Snowmobile model(s) or group(s) of similar snowmobile models represented by one model at the time of certification / Audit. A group shall

consist solely of snowmobile models of substantially identical design differing only in features or Component(s) which will not adversely affect their ability to fully comply with the Standards. For example, color, brand name, etc. The singular form of both "Model" and "Group" also comprises the plural forms.

- **Previously Certified Model/Group:** Model/Group is(are) considered Previously Certified for the new model year if no changes relevant to SSCC/11 requirements from the approved Model/Group or Component(s) took place. The Model/Group may differ in color, brand name or in the accessories provided as standard equipment for which requirements are not included in the Standards.
- **Program:** Refers to the entirety of this document titled Snowmobile Safety and Certification Program. The program requires compliance to SSCC/11, the certification process, the audit process and, the noncompliance process. It also details the Certification Label and other administrative requirements and, the Manufacturer's and Laboratory's responsibilities. The Program is available from *Snowmobile Safety and Certification Committee, Inc.*, 1640 Haslett Road, Suite 170, Haslett, MI, 48840, USA, (517) 339-7788, <http://www.snowmobilesafetycertification.org>.
- **Record of Certification:** The document that initiates and concludes the certification process. It is approved by the Manufacturer, the Laboratory and the SSCC Chairman. Reference Appendix II. It includes the following section / information:
 - a. **Request for Certification:** Manufacturer's request to initiate process of verification and certification.
 - b. **Compliance Verification:** Laboratory verifying compliance per the Standards.
 - c. **Approved Record of Certification:** SSCC approving the entire Record of Certification process and allowing SSCC to endorse the Certificate of Compliance. It means that the Model/Group is certified under the Program.
- **Sound Emission Label:** The label relative to the SSCC administered sound emission labeling program.
- **SSCC:** The *Snowmobile Safety and Certification Committee Incorporated*.
- **SSCC/11:** SSCC *Safety Standards for Snowmobile Product Certification* available from *Snowmobile Safety and Certification Committee, Inc.*, <http://www.snowmobilesafetycertification.org>.
- **SSCC Chairman:** The administrator of the Program.
- **SSCC-Laboratory Compliance Verification Agreement:** The binding agreement between the Laboratory and SSCC under the SSCC Program. Reference Appendix VI.
- **Standards:** Same definition as SSCC/11.
- **Supporting Data:** Test and/or verification reports, specifications, drawings, certificates and other data as required supporting compliance with SSCC/11 and the latest version of the SAE standards cited. The year of any substantiating report, certificates and/or other data, submitted to the Laboratory for verification, must be no more than five years old from the effective model year. Over this five

year period, Supporting Data maintains its validity through changes of the SAE standards.

- **System:** Vehicle system that can only be tested per SSCC/11 on a snowmobile. A non exhaustive list includes sound, electrical system, lighting, passenger handholds, braking, shields and guards, controls, etc.

1 - PROCEDURAL GUIDE FOR THE PROGRAM

1.1 - THE PROGRAM

1.1.1 - Program Sponsor

The SSCC is the sponsor of the Program.

1.1.2 - Independent Testing Laboratory

An SSCC designated Laboratory.

1.1.3 - Participants

All companies who sell and/or manufacture products per the Standards may participate in the Program. All participation will be subject to the fee schedule of paragraph 1.5.1. A participant in the Program is hereinafter referred to as Manufacturer.

Any manufacturer who desires to participate in the Program may apply to the SSCC Chairman by executing the Manufacturer's Participation in the Program Agreement of Appendix V. The certification procedure is outlined in section 1.3.

The payment of fees is required of participant on all snowmobiles and Component(s) thereof manufactured by the Manufacturer, whether certified or not, except these snowmobiles and Component(s) thereof, made exclusively for sale outside of Canada and the United States.

1.1.3.1 - Compliance to SSCC/11 and the Program

The Manufacturer agrees to manufacture all snowmobiles, as defined by SSCC/11, intended for sales in USA and Canada, in conformity with the Program, except for Class I, Competitive snowmobile, as defined by SSCC/11.

In lieu of the Certification Label, participants that manufacture Class I, Competitive snowmobiles shall permanently affix to the right rear on each such snowmobile, or such other location as may be agreed to by SSCC, a statement to the following effect:

“This vehicle is not intended for normal recreational or transportation use. It is intended solely for the use in organized competitive applications.”

Participants applying for participation in the Program that fail to follow through by payment of the required fees, submittal of test data and compliance with the terms of the application shall be required to pay the actual costs incurred by SSCC in connection with such application and SSCC follow through on such application.

1.1.4 - Formulation and General Direction of the Program

The development of general policy governing the operation of the Program will be under the administration of SSCC. A policy of consulting with appropriate outside individuals and organizations in developing and effectuating safety Standards will be pursued.

1.1.5 - Administration of the Program

The SSCC Chairman is designated the administrator of the Program.

1.1.6 - Board of Directors

The Board of Directors has the responsibility for the direction and guidance of the Program to facilitate its development, to insure its uniformity, its equity and its continuity.

The Board of Directors is constituted of one representative per Manufacturer. All of which are named by their respective ISMA Director (International Snowmobile Manufacturers Association, www.snowmobile.org).

One Director has one vote. A consensus vote is required for any approval by the Board of Directors.

A member of the Board of Directors from a participating company shall not vote on any noncompliance subject pertaining to their company.

1.1.7 - Technical Committee

Technical Committees will be appointed by the SSCC chairman with the concurrence of the Board of Directors. It will consider and report back to the Board of Directors on such technical matters relative to the program operation as may be referred to it for action by the SSCC Chairman.

The Technical Committee is constituted of interested parties approved by the SSCC chairman for their positive contribution.

1.2 - PROGRAM DOCUMENTS

The Program, and its program documents of this section 1.2, are controlled and approved by the Board of Directors. Any amendments to existing document(s), removal of document(s) and/or, addition of document(s) under the Program require(s) approval by the Board of Directors.

Only the Board of Directors and members of the Technical Committee may assist and participate in (a) session(s) related to the SSCC Program, and its Program Documents of this section 1.2. When an approval by the Board of Director is required, a Director shall delegate a proxy if unable to attend. The SSCC Chairman shall be informed of the proxy by the Director prior to opening of the session.

1.2.1 - Manufacturer's Participation in the Program Agreement

A manufacturer may apply to participate in the Program in a contractual agreement, the terms and conditions of which, upon acceptance by SSCC, will constitute a binding agreement between the Manufacturer and SSCC. This agreement is the principal document covering the basic relationship between SSCC and the Manufacturer under the Program. The Program contains provisions for verifications and Audits by the Laboratory or its designated agent. A copy of the agreement is attached hereto and incorporated herein as the Manufacturer's Participation in the Program Agreement, Appendix V. The effective date is defined in the Agreement.

The Program, and its Program Documents of this section 1.2, may be amended. Unless the amendment(s) contradict(s) with the Manufacturer's Participation in the Program Agreement, the latter agreement shall stay valid and in force.

1.2.2 - SSCC-Laboratory Compliance Verification Agreement

The agreement between SSCC and the Laboratory sets forth the responsibility and the authority of the Laboratory in carrying out the provisions of this Program with respect to testing, verification, Conformance Control System Audit, and approval of the product. A typical agreement is attached hereto and incorporated herein as the SSCC-Laboratory Compliance Verification Agreement, Appendix VI. The effective date is defined in the Agreement.

The Program, and its Program Documents of this section 1.2, may be amended. Unless the amendment(s) contradict(s) with the SSCC-Laboratory Compliance Verification Agreement, the latter agreement shall stay valid and in force.

1.2.3 - Snowmobile Safety and Certification Program

The Procedural Guide for the Program of section 1, outlines the provisions of the Manufacturer's Participation in the Program Agreement of Appendix V, and the SSCC-Laboratory Compliance Verification Agreement of Appendix VI, for the guidance of those concerned with the operation of the Program. Standard forms connected with the Program, along with instructions for their general use and purpose, are included in Methods and Procedures for the Program of section 2.

The Program shall become effective upon approval by the Board of Directors (i.e. revised date on cover page of the document) for the next model year.

1.2.4 - Safety Standards for Snowmobile Product Certification, SSCC/11

Standards and test procedures applying to Component(s), snowmobiles or their performance that are to be complied with under this Program are set forth in the Standards.

The Standards shall become effective upon approval by the Board of Directors (i.e. revised date on cover page of the document). A maximum of eighteen (18) months shall be given to Manufacturers prior to the incorporation of any new or revised Standards. Except upon a specific written request of a Manufacturer to the Board of Directors within thirty (30) days after initial approval, this time may be extended by the Board of Directors up to a period not to exceed twenty four (24) months.

1.2.5 - The Certification Label and Certificate of Compliance

The Certification Label, which is registered with the U.S. Patent Office, is utilized by the Manufacturers to indicate compliance with the Program. The Certification Label shall be obtained only from SSCC.

This pressure sensitive label must be applied by the Manufacturer on a visible portion of the right side of the chassis near the right rear of the vehicle or in a location to be designated or agreed to by the SSCC Chairman. Requests for permission to affix the Certification Label at a location other than the right rear of the snowmobile will be accompanied by photographs of the right and left rear of each Model/Group affected, and a photograph of the location at which the Manufacturer desires to affix the Certification Label.

For Manufacturers, a Certificate of Compliance is endorsed by SSCC to indicate compliance with the Program. SSCC issues it upon request by the Manufacturer and successful verification by the Laboratory.

Amendment(s) to any of these documents shall become effective upon approval by the Board of Directors (i.e. revised date on cover page of the document) for the next model year.

1.2.6 - The Snowmobile Product Certification Checklist

The Checklist, is a document controlled by SSCC that shall be used by the Manufacturers in the organization of data submitted to the Laboratory during the Compliance Verification phase of the process. The applicable and completed Checklist section(s), along with necessary photographs and diagrams, shall be submitted to the Laboratory with the Record of Certification, as defined by Appendix II.

Amendment(s) to this document shall become effective upon approval by the Board of Directors (i.e. revised date on cover page of the document) for the next model year.

1.3 - OUTLINE OF CERTIFICATION PROCEDURES

1.3.1 - Authorization to Use Certification Labels or Certificate of Compliance

SSCC authorizes the Manufacturer, upon issuance of an Approved Record of Certification, to apply the Certification Label to each of its products and/or to make appropriate use of the Certificate of Compliance. The Certification Label and the Certificate of Compliance certify to SSCC and the public that each of its related Model/Group is in full compliance with the applicable Standards. The Laboratory will be responsible for validating the Manufacturer's Request for Certification and providing assurance to SSCC of continued compliance through the process described below.

1.3.2 - Application for Certification

With the concurrence of SSCC, the Laboratory shall designate an appropriate Request for Certification form which shall be completed by the Manufacturer for each Model/Group submitted for verification.

The submission of a Request for Certification is a declaration made by the Manufacturer that all of the required tests have been completed to demonstrate compliance with the applicable Standards, except those under Conditional Certification Affidavit. Supporting Data are to accompany the Request for Certification. The

Laboratory reserves the right to request any Model/Group or Component be tested; however such a request shall illustrate cause. The Manufacturer makes the initial determination of New Certification or Previously Certified. The final determination between what is a New Certification and Previously Certified will be made by the Laboratory. The Manufacturer's judgment will be utilized as the basis for this determination.

The Manufacturer shall submit a Request for Certification to the Laboratory for each Model/Group of a model year.

1.3.3 - Verification and Conformance Control System Audit

The Laboratory shall conduct such verification and audits of the Manufacturer's submitted data for each Model/Group to determine initial compliance with applicable Standards.

In the event that the Laboratory's verification discloses that all products are in compliance with the applicable Standards, the Laboratory shall sign off the Compliance Verification and submit it to SSCC and the Manufacturer.

The Audit of section 2.6 will be made at the discretion of the Laboratory, during which visits it may inspect snowmobiles and/or Component(s) off the assembly line or out of current production stock; verify testing facilities and equipment; witness tests or verify test results.

The Laboratory may engage another laboratory to perform this function under the supervision and direction of the Laboratory; with the Laboratory being responsible for the equitable application of the Program requirements and for the final approval.

Audit is to be made to determine that the design and fabrication of production Model/Group or Component(s) conform to the same as initially certified. Vehicle audits are to be conducted within a three year period. In other words, an audited (witnessed test) snowmobile on year 1 may be valid for year 2 & 3 if the Model/Group is considered Previously Certified. The Manufacturer shall coordinate an audit schedule with the Laboratory and provide a listing of Model/Group and/or Component(s) to be made available. The Manufacturer will select and present said Model/Group and/or Component(s) at the Audit, certifying that they are fully representative of snowmobiles being delivered to the consumer.

The Manufacturer shall communicate in advance to the Laboratory the snowmobile representative model number(s) and unique identifying number(s), with a statement declaring that the snowmobile is representative of production and has not been altered in any way. Two audit snowmobiles of a given model year are to be set-up per Pre-Delivery Inspection in presence of the Laboratory's Representative. During the course of the Audit, the Laboratory may also request that the Manufacturer conduct the testing

or verification of Model/Group and/or Component(s) selected at random in the presence of the Laboratory representative to confirm compliance with the applicable Standards.

Each snowmobile Model/Group or Component(s) will be tested and/or verified during the Audit in the initial year of participation by the Manufacturer in the Program.

After initial year, any new Model/Group or Component(s) will be tested and/or verified during Audit. Each Previously Certified Model/Group shall be audited a minimum of once every three years. Components are to be audited every year.

The Laboratory's Representative will be allowed access to those parts of the Manufacturer's or other's premises and, to such material and, quality control records as may be necessary to determine compliance with the Standards. The Manufacturer shall render all reasonable assistance, during normal working hours, to enable the Laboratory's Representative to carry out their duties promptly and without undue delay or interference.

The frequency and depth of the Audit will be determined by many factors, including but not limited to: the quality level observed in the initial qualification verification, the effectiveness of the previous Conformance Control System Audits. An Audit occasioned by the necessity of re-testing and/or re-verification shall not be considered regular Audits under the Program.

The results of each Audit shall be communicated within two weeks to the participating Manufacturer by means of a Report. Any matters requiring clarification or correction will be included in this report. The representative of the Laboratory shall also review his findings verbally with the participating Manufacturer at the time of the visit.

1.3.4 - Previously Certified Model/Group

The procedure for certification of snowmobiles which had been approved during a preceding production year and which are to be produced with little or no change during the new certification period is as follows:

A Request for Certification for the Previously Certified Model/Group shall be submitted to the Laboratory indicating any changes, as appropriate. Supporting Data are to accompany the Request for Certification, even if the Model/Group is unchanged. However, the Laboratory may request retesting of certain Component(s) to assure compliance of new production parts with the Standards requirements.

When a Model/Group is modified for the new model year, a Request for Certification shall be submitted indicating the differences and the Laboratory will determine what tests are required. Supporting Data for the new or modified Component(s) shall be submitted.

If in the judgment of the Laboratory the product remains in compliance, a Compliance Verification will be signed off. If in the judgment of the Laboratory the product is no

longer in compliance, it shall be communicated to the Manufacturer for it to find a solution.

1.3.5 - Use of Certification Label on Certified Snowmobiles

Prior to SSCC endorsing the Certificate of Compliance, the Record of Certification, as defined in Appendix II, must be fully completed and signed off:

- The Request for Certification section shall be signed off by the Manufacturer;
- The Compliance Verification section shall be signed off by the Laboratory;
- The Approved Record of Certification section shall be signed off by the SSCC Chairman

The Manufacturer is allowed to sell, or place on the market, snowmobiles bearing the Certification Label only upon receipt of the Approved Record of Certification or endorsed Conditional Certification.

The Manufacturer shall not sell, lend or otherwise dispose of Certification Labels in any manner other than by affixing them to their own certified snowmobiles, by returning them to the SSCC Chairman, or by destroying them in a manner acceptable to SSCC. The manufacturer shall be accountable for label inventory control. Reproduction of the Certification Label which is not authorized by the SSCC is prohibited.

All Certification Labels and Certificates of Compliance made available to a Manufacturer pursuant to the Program shall remain the property of SSCC. The Manufacturer shall return all Certification Labels and Certificates of Compliance to SSCC upon demand by the Board of Directors and shall afford SSCC personnel access to its facilities to secure return of same and to verify records of the Manufacturer for the purpose of determining use and return of same.

The Manufacturer alone has the responsibility of insuring that the snowmobiles to which it affixes the Certification Label for which a Certificate of Compliance applies actually comply with the applicable Standards.

The Manufacturer's authority of placing on the market snowmobiles bearing Certification Labels is terminated immediately upon receipt by the Manufacturer of a Final Letter of Noncompliance, as defined in Appendix III, pursuant to section 1.3.7.

Authorization to use the Certification Label and Certificate of Compliance is for the applicable model year only.

1.3.6 - Conditional Certification

The SSCC Chairman, may issue Certification Labels to a Manufacturer when lead time considerations prohibit complete testing, as specified in the applicable edition of the

Standards. This action may be taken when the following procedures have been observed:

- Applications from a Manufacturer for conditional certification will be considered on a Model/Group basis.
- Along with the submittal of the Request for Certification, the Manufacturers will submit a Conditional Certification Affidavit that identifies the specific tests in the Standards that have not been performed, along with the data package containing all other test information for that particular Model/Group to the Laboratory. The Conditional Certification Affidavit will include the date that the missing test data is expected to be provided. A typical Conditional Certification Affidavit form is shown in Appendix I.

1.3.7 - Noncompliance

Letters of noncompliance shall be issued within two weeks by the Laboratory when it finds any Model/Group or Component(s) not in full compliance with the applicable Standards under which it was originally tested, verified and/or certified.

Any Manufacturer, upon receipt of a Letter of Noncompliance from the Laboratory, shall, within thirty (30) days, exercise one of the following options:

- 1) Question the validity of the alleged noncompliance, stating reasons why the Laboratory shall re-verify the Model/Group of models or snowmobile Component(s).
- 2) Accept the Letter of Noncompliance. Change, modify, correct, or otherwise bring the Model/Group or Component(s) back into a state of compliance; and resubmit the Model/Group or Component(s) with an appropriate request for re-verification to the Laboratory.
- 3) Cease applying Certification Labels on noncomplying Model/Group or Component(s) or making use of the Certificate of Compliance.

If upon such re-verification, the Laboratory shall determine that the Manufacturer's products are still not in compliance and in the event of disagreement between the Manufacturer and the Laboratory as to whether a particular product is in compliance, the Manufacturer shall not sell the affected snowmobiles with the Certification Label attached or make use of the Certificate of Compliance relating to an affected Component(s) pending an appeal to and a decision by the Quality Assurance Manager of the Laboratory. Such Manager shall render his decision promptly and, in any event, within two weeks of his receipt of the appeal.

If the claim of noncompliance is invalidated by the Laboratory after re-verification under the conditions of Option #1 above, no action shall be taken with respect to the Manufacturer; and the cost, therefore shall be borne by the Laboratory. If the claim is upheld by the Laboratory, the Manufacturer's right to use Certification Labels on the Model/Group or Component(s) found not to comply or the right to use the Certificate of

Compliance shall cease. In this instance, the cost of re-evaluation shall be borne by the Manufacturer.

If the claim of noncompliance is accepted by the Manufacturer and they therefore change, modify, correct or otherwise brings the Model/Group or Component(s) back into a state of compliance and resubmits the snowmobile Model/Group or Component(s) into the Laboratory with an appropriate request for re-verification, the product will be re-verified and a letter of compliance will be issued by the Laboratory; and the Manufacturer's right to affix Certification Label or to make appropriate use of the Certificate of Compliance will be restored by SSCC upon receipt of said letter of compliance. Re-verification costs in this instance shall be assumed by the Manufacturer.

If the Manufacturer does not take the necessary steps within the prescribed time, the Laboratory shall issue to the Manufacturer and to SSCC a Final Letter of Noncompliance, as defined in Appendix III, after receipt of which the Manufacturer must seek approval as prescribed for initial certification.

In the event the Manufacturer does not notify SSCC of its intention to bring the noncomplying product into compliance with the applicable Standards within two weeks after receipt of the Final Letter of Noncompliance, the SSCC may ratify the Final Letter of Noncompliance and notify the Manufacturer of said ratification.

1.3.8 - Notification of Model/Group or Component Failure

The determination of initial approval of any Model/Group or Component(s) will be handled as a private matter between the Manufacturer and the Laboratory or its designated agent. The Manufacturer shall have a right of appeal to the Laboratory Quality Assurance Manager, in the event initial approval is denied, which appeal shall be decided within two weeks of submission of the appeal. If, after initial approval, a noncompliance notice is delivered by the Laboratory to the Manufacturer, a copy of such notification will be filed with the SSCC Chairman.

1.3.9 - Judging Compliance and Noncompliance

The Laboratory shall be the sole judge of compliance or noncompliance with the Standard of Manufacturer's snowmobile Model/Group or Component(s) for the purpose of approval, subject, however, to interpretations of the Standard as may be issued by SSCC. The Manufacturer may request that the SSCC Chairman obtain an analysis and interpretation of any Standard by the SSCC Technical Committee.

The Manufacturer and SSCC chairman shall abide by the decision of the Laboratory as to compliance or noncompliance of the Manufacturer's Model/Group or Component(s).

1.4 - COMPLAINTS OF NONCOMPLIANCE

Any Manufacturer may submit data on another Manufacturer's approved product to the SSCC Chairman in substantiation of a claim of noncompliance. If such claim is reasonably substantiated, the SSCC Chairman may instruct the Laboratory to verify the complaint, provided the complainant shall deposit with the SSCC Chairman, in cash, a bond as prescribed by the SSCC Chairman.

If the claim of noncompliance is upheld by the Laboratory, the noncomplying Manufacturer shall be required to take the corrective action recommended by the Laboratory and prescribed by the SSCC Chairman and shall be responsible for all fees associated with the resolution of the noncompliance.

If the claim of noncompliance is not upheld by the Laboratory, then the complainant shall pay the fees of the SSCC and/or the Laboratory, or forfeit its bond, and no action shall be taken with respect to the alleged noncomplying Manufacturer.

1.5 - FEES FOR THE PROGRAM

1.5.1 - SSCC Fee Schedule

The fees to be charged to the Manufacturer shall be a fee agreed upon by the Board of Directors.

1.5.2 - SSCC Use of Fees

The revenue received from the sale of Certification Labels is to be used to pay for the labels and part of the administration and operating costs of the Program.

1.5.3 - Time for Payment

All SSCC fees are to be paid per the Board of Directors prior to distribution of Certification Labels. Any adjustment in fees, up or down, based upon a variation of actual production from estimated or scheduled production, shall be made at the end of the fiscal year.

No Certification Labels will be supplied to any Manufacturer in the Program unless SSCC has received payment in full for the Program Fees.

1.5.4 - Laboratory Fees

Each Manufacturer is responsible for all Laboratory related fees associated with the participation in the Program.

2 - METHODS AND PROCEDURES FOR THE PROGRAM

2.1 - INTRODUCTION

This section provides additional detail to Procedural Guide for the Program of section 1.

2.2 - ADMINISTRATIVE AND OPERATIONAL PROCEDURES

2.2.1 - Communications

General inquiries relating to the Program, policy, interpretations of the Standards, Manufacturer's participation, purchase of Certification Labels, etc., are directed to:

Snowmobile Safety and Certification Committee, Inc.
1640 Haslett Road, Suite 170
Haslett, MI 48840
Chairman
(517) 339-7788

Inquiries on matters pertaining to verification, audits, compliance, etc., are directed to the Laboratory.

2.2.2 - Initial Approval and/or New Certification Model/Group

A new manufacturer of snowmobiles first completes the Manufacturer's Participation In the Program Agreement of Appendix V.

Manufacturer makes arrangements with the Laboratory for the verification of their Model/Group. Supporting Data required by the Standards are submitted to the Laboratory for verification on the Checklist.

For each Model/Group, a Request for Certification is submitted, preferably electronically. The Manufacturer declares that a sample product has been subjected to testing and verification and that the results of such tests and verifications indicate full

compliance with all applicable requirements of the Standards. Supporting Data are to accompany the Request for Certification. The Manufacturer further certifies that the sample tested is representative of production units offered for sale under that specified Model/Group. When endorsed by the Laboratory, a copy of the Record of Certification, as defined in Appendix II, and its subparts, is forwarded to SSCC for approval of the Record of Certification. A copy of the Approved Record of Certification shall also be sent to the Manufacturer and the Laboratory.

The manufacturer may submit a grouping of similar snowmobile models for certification. Certification may be granted for the entire group on the basis of successful tests and evaluations of the model representative of the group which, in the determination of the Manufacturer and Laboratory, will result in "worst case" model performance. Equivalence of grouped model(s) to the designated representative snowmobile must be substantiated by the manufacturer.

2.2.3 - Previously Certified Model/Group with/or without Modification

When no modifications relevant to applicable Standards are made from one model year to the next, application may be made to the Laboratory for recertification as a Previously Certified Model/Group. Supporting Data are to accompany the Request for Certification.

When modifications relevant to applicable Standards are made, the Manufacturer will execute a Request for Certification indicating that the Model/Group is a Previously Certified Model/Group, citing the differences that exist between the two. The Laboratory shall determine, with input from the manufacturer, as to whether the Model/Group with modification may be approved without additional verification, or if specific tests and verification are required. The original Supporting Data submitted with the Model/Group must be available to the Laboratory for review (i.e. on file at the Laboratory or included with the Request for Certification being submitted) and Supporting Data related to the modification is to accompany the Request for Certification.

If in its judgment, the Model/Group with modification may be approved with or without additional testing and verification, the Laboratory may process said Model/Group with modification as being either New Certification Model/Group or Previously Certified Model/Group with modification. The Request for Certification is then endorsed with reference to the original approval, as applicable, and is distributed in the normal manner.

2.2.4 - Substitutions/Changes after Initial Approval

Substitutions and changes to Certified Model/Group or Component(s) after initial approval are handled in the same manner as Model/Group or Component(s) with

modification. The Manufacturer is required to execute a Request for Certification together with Supporting Data to establish the nature of the change.

2.2.5 - Vehicle Systems and Components Verification and Audit

The Laboratory is required by SSCC to conduct verifications and Audits as appropriate to provide assurance that those production units of certified Model/Group conform to the requirements of the Standards.

The frequency of testing and/or Audit shall be determined by the quality level observed in the initial qualification verification and/or the effectiveness of the Manufacturer's Conformance Control System, and the findings of previous Audits.

During the initial year of a Manufacturer's participation in the Program all Model/Group must be audited.

All new Model/Group must be audited in their initial model year. All Model/Group must be audited a minimum of once every three years.

The Audit of a Model/Group may be broken down into Component(s) and System(s). All Systems and Components, for which requirements are included in the Standards shall be audited. Due to the intent of audits, full certification testing is not required.

The audited Component(s) and/or System(s) shall be representative of those fitted on certified Model/Group.

Component(s) and System(s), may be grouped, when their design and function are judged, by the Manufacturer and the Laboratory, to be similar but, where the performance of the Component(s), and the System(s), may be calibrated (e.g. centrifugal clutch), the representative Component, or System, shall be the one most likely to adversely affect compliance. Components are to be tested for each Model/Group presented for Audit, as well as for any Previously Certified Model/Group which were exempted, by definition.

During the Audit, the Laboratory may request that the testing of Model/Group or Component(s) selected at random be conducted in their presence for Compliance Verification. The adequacy of the Conformance Control System will also be verified as part of this audit. The Laboratory's Representative conducting the verification and/or Audit will prepare a Conformance Control System audit report to be submitted to the Manufacturer following the Audit. This report will contain a summary of Audit results, Audit observations, a statement of conformance or non-conformance, and recommendations for correction of any deficiencies observed.

2.2.6 - Component Audit

Component(s) are to be audited annually.

Exceptionally, the number of Component samples tested during the Audit will be a minimum of:

- one driving clutch;
- one driven clutch;
- one seat;
- three fuel tanks;

2.3 - NEW MODEL/GROUP CERTIFICATION

The Manufacturer, by completion of the Request for Certification, certifies that it has conducted all applicable tests and/or verifications to determine compliance of the Model/Group with the Standards. The completed Request for Certification, along with Supporting Data as outlined by the Checklist, will be submitted to the Laboratory for verification. Prior to issuing a compliance verification report to the Manufacturer, the Laboratory must verify the Manufacturer's test data, test procedures, and capabilities to determine that all equipment and procedures are in full compliance with the requirements of the Standards. In the event of deviations from prescribed equipment or methods, corrections must be made before the results of the tests may be accepted. The Laboratory reserves the right to request that any Model/Group or Component(s) be submitted to its own or other independent test facilities, if it determines that adequate testing of these items cannot be conducted at the Manufacturer's facility.

Information identified in the Checklist must be submitted to the Laboratory for verification leading to approval of compliance with the requirements of the Program for each Model/Group for which the Manufacturer desires certification. Supporting Data which are common to more than one Model/Group, need not be duplicated. Reference to the original submission will be satisfactory.

The Checklist, when submitted to the Laboratory for verification, will be reviewed by the Laboratory's Representative. Information relative to the Manufacturer's capability to conduct the required tests will be considered in the verification of the data. Any questions arising will be resolved by any means of communication, or a plant visitation, as appropriate, before final approval is granted.

When the verification of all submitted data indicates compliance with the requirements of the Standards, a verification report will be issued, and the Request for Certification will be endorsed by the Laboratory via the Compliance Verification. When the Manufacturer is in good standing, the SSCC Chairman endorses the Approved Record of Certification. A copy of the signed Approved Record of Certification shall be sent to the Manufacturer and Laboratory.

2.4 - CONDITIONAL CERTIFICATION

A Manufacturer using the conditional certification procedures must submit a Conditional Certification Affidavit which includes a reasonable date when the missing Supporting Data will be provided. The Laboratory shall verify the time specified by the Manufacturer to accomplish the outstanding testing and will notify the SSCC Chairman if this time is excessive. The Laboratory will verify the incomplete data package. If the Model/Group meets all the other requirements stated in the current Standards, the Laboratory will inform the SSCC Chairman and the Manufacturer that conditional approval of the Request for Certification has been granted. When the Manufacturer provides the missing Supporting Data, the Laboratory will complete its verification within ten days of its receipt. The SSCC Chairman and the Manufacturer will be informed of the results of this verification. Should the time for final submission of the outstanding data exceed the conditional grace period, the Manufacturer may be required to update the status of the testing with an explanation of the delay and possibly execute an additional Conditional Certification Affidavit.

2.5 - PURCHASED COMPONENTS / SUB-ASSEMBLIES

The Program establishes requirements for a number of purchased Component(s) and sub-assemblies of snowmobiles which may not normally be fabricated by the Manufacturer.

In order to facilitate approval of Model/Group or Component(s), Manufacturers may use Supporting Data from vendors, or a qualified independent laboratory, indicating compliance with the applicable Standards. It is the Manufacturer's responsibility to compile and submit the complete Supporting Data required under the Program.

2.6 - VERIFICATION AND CONFORMANCE CONTROL SYSTEM AUDIT

The purpose of the Conformance Control System audit is to provide additional assurance to SSCC and other interested parties that those products which have been Certified are continuing to be manufactured in compliance with those requirements.

Following new certification of Model/Group, the Laboratory will conduct an audit of the Conformance Control System. The objective of this audit is to determine the adequacy of the Conformance Control System to consistently produce products that will comply with the requirements of the Standards.

The Audit covers such aspects of the manufacturing process as specification, acquisition and control of raw material and purchased Component(s), production

controls, statistical quality control criteria, qualifications of plant quality control personnel, test and verification documentation procedures, calibration of test equipment, and the independency of the quality control function.

The Conformance Control System will be verified for adequacy of control over the following critical areas:

1. Incoming purchased material verification;
2. Control of materials, including changes of specifications and substitution of materials;
3. In-process verification;
4. Final testing.

SSCC has authorized the Laboratory to conduct Audit as required to review certified Model/Group to provide assurance of continuing compliance. A verification of the Conformance Control System will be made.

The effectiveness of the Conformance Control System will be judged by a comparison of the Manufacturer's quality control records and test audit records with the observations made by the Laboratory's Representative at the time of the Audit. The following field audit procedure will apply:

1. The Audit briefing shall consist of a review of currently approved products offered by the Manufacturer. Previous Audit reports shall be studied and correspondence files reviewed to determine if corrective action for previous deficiencies, if any, have been documented.
2. Upon arrival at the place of the Audit visit, the Laboratory's Representative shall introduce themselves to the person designated, or to the quality control manager. The Laboratory's Representative shall obtain the names and titles of all personnel contacted during the Audit. The Manufacturer shall determine the extent of each day's work and shall plan a schedule to include the following:
 - a. Review of Conformance Control System;
 - b. Verification of assembly lines;
 - c. Witness Manufacturer's quality audit;
 - d. Visual verification and testing of Previously Certified Model/Group;
 - e. Review of records from the Conformance Control System;
 - f. Visual verification of corrective action for all previously reported deficiencies.

The schedule shall be approved by the Laboratory's Representative

3. The review of the Conformance Control System shall determine whether the Manufacturer's documentation and verification methods in all aspects of manufacture are adequate to assure product conformance with the Standards.

The Laboratory's Representative shall document the verification processes of purchased items.

4. The Laboratory's Representative shall tour the assembly line(s) to determine how the Conformance Control System is being applied.
5. The Laboratory's Representative may review the final verification area, noting how units with deficiencies are tagged for rework, and whether reworked units are returned to the line so that they receive final verification testing.
6. The Laboratory's Representative may witness a Manufacturer's quality audit of one or more finished units sampled from the end of the assembly line. The thoroughness of the testing, verifications and documentation of test results shall be noted. Model/Group or Component(s) being produced during the Audit shall be listed together with observation of compliance status and the frequency of the Manufacturer's Audit.
7. A visual verification of samples ready for shipment shall be conducted. Comparison shall be made of finished models to the specifications of the initial approval of each Model/Group or Component(s). Model/Group or Component(s) may be selected at random by the Manufacturer and subjected to one or more tests by the Manufacturer in the presence of the Laboratory's Representative in order to confirm initial Supporting Data submitted by the Manufacturer.
8. The Laboratory's Representative may review quality control and quality audit records maintained by the Manufacturer since the previous visit. Typical deficiencies affecting conformance with safety requirements which require rework before final verification shall be listed. A review of quality audit reports should then reveal whether any deviations were overlooked by the rework and final verification stations.
9. In the event of noncompliance with any safety requirement, the Laboratory's Representative shall record all such deviations. If the Manufacturer does not immediately take corrective action during the Audit, the Laboratory's Representative shall determine when proper corrective action will be taken, and request from the Manufacturer Supporting Data and/or a letter of intent stating the nature and timing of corrective measures.
10. The Laboratory's Representative shall review observations with the Manufacturer's representative(s) before leaving the Audit site. It is recommended that the Laboratory's Representative compile a separate list of problem areas for discussion at this final meeting or at the end of each day.
11. Debriefing of the Laboratory's Representative to the Manufacturer shall include the discussion of any unusual problems so that all data and material is clarified before writing the report.
12. The Laboratory's Representative shall prepare a report which shall state whether the Conformance Control System was adequate and shall summarize briefly the major deviations and corrective measures taken, if any. Recommendations for upgrading shall be included when appropriate. The report shall include all Audit observations, a listing of Model/Group or Component(s), serial numbers,

deviations, and measured values where testing was conducted. The report shall list critical defects requiring rework on the assembly line and a list of such defects and their frequency appearing in the final quality audits.

The report should be detailed yet concise and should be critical, if necessary, yet complimentary when deserving.

2.7 - FORMS AND REFERENCE DATA

1. *Safety Standards for Snowmobile Product Certification, SSCC/11* (Provided Separately);
2. *Safety Standards for Snowmobile Product Certification, SSCC/11 Supplement* (Provided Separately);
3. Record of Certification (Appendix II);
4. *Snowmobile Product Certification Checklist* (Provided Separately);
5. Final Letter of Noncompliance (Appendix III);
6. Conditional Certification Affidavit (Appendix I);
7. Certificate of Compliance (Appendix IV).

3 - SSCC VOLUNTARY SOUND EMISSION LABELING PROGRAM

In September 1977, the snowmobile industry announced a voluntary sound rating labeling program which provides the general public, snowmobile buyers, and interested governmental officials with information regarding snowmobile sound emissions. The Program's primary objective is to provide information that is useful in snowmobile purchase decisions.

The SSCC Voluntary Sound Emission Labeling Program is administered by the SSCC. Voluntary program participants may include snowmobile manufacturers who participate in the Program. Provisions of the labeling program are effective for all snowmobiles manufactured by program participants after January 1, 1978.

The Sound Emission Label is designed in the form of a hang card to be attached to the handlebar of snowmobiles in the dealers' showrooms. It can be placed only on those snowmobiles which also bear a Certification Label reflecting SSCC certification.

The Sound Emission Label contains two numbers that reference the two sound emission tests widely in use.

The Sound Emission Label states that the snowmobile complies with the sound emission requirements of SSCC/11.

The provisions of the Program do not preclude any participating snowmobile manufacturer from providing the public with additional sound level information on each Model/Group produced.

4 - APPENDICES

APPENDIX I – CONDITIONAL CERTIFICATION AFFIDAVIT

_____ Company, hereinafter referred to as the Manufacturer, hereby applies to the *Snowmobile Safety and Certification Committee*, hereinafter referred to as SSCC, for conditional certification of the following snowmobile Model/Group _____, _____, model year _____, manufactured by _____, and for the issuance of Certification Labels by SSCC for use on said Model/Group, based upon the following representation and commitments:

1. The snowmobile Model/Group identified above has been tested, verified, and found to be in compliance with all provisions of *Safety Standards for Snowmobile Product Certification, SSCC/11*, except that the testing required in Section(s) _____ of SSCC/11, has not been completed; and
2. The snowmobile testing required by Section(s) _____ of SSCC/11 will require **90** days to complete plus a period of **10** days for the Laboratory to issue its Compliance Verification with said testing; and
3. Manufacturer asserts that the above listed Model/Group will meet the requirements of Section(s) _____ of SSCC/11 when tested; and
4. In the event that the above listed Model/Group is found not to meet the requirements of Section(s) _____ SSCC/11, when tested within a period of **90** days, the Manufacturer hereby agrees to retrofit all units of the above listed Model/Group wherever situated under normal product safety recall procedures to bring them into compliance with Section(s) _____ of SSCC/11 as determined by the Laboratory.

The Manufacturer agrees to hold SSCC and the Laboratory harmless and to indemnify them and their officers, directors, employees and agents from any claim, losses, liabilities or expenses arising out of the terms and provisions of this agreement, and/or actions taken pursuant thereto by them or any of them.

Time of performance hereof is of the essence of this agreement.

Witness

NAME OF APPLICANT
By: _____
Title: _____
Date: _____

Witness

LABORATORY
By: _____
Title: _____
Date: _____

Witness

SNOWMOBILE SAFETY AND
CERTIFICATION COMMITTEE, INC.
By: _____
Title: _____
Date: _____

APPENDIX II – RECORD OF CERTIFICATION

RECORD OF CERTIFICATION

1. Request for Certification by Manufacturer

Manufacturer: _____ , Representative model number: _____
Representative model name: _____
Brand Name: _____ , Model year: _____, Model year of original certification: _____

We herewith request certification of the above Model/Group in accordance with the Program established by SSCC. We certify that all applicable tests and verifications have been conducted and that the results of such tests and/or verifications indicate compliance with the applicable Standards. We further certify that the tested and verified model is representative of production of the Model/Group that will be offered for sale.

Engine Model #/Part #: _____, Number of Occupants: _____,
Engine Manufacturer: _____, 2 or 4 Stroke, Displacement (cm³): _____,
Track Length: _____, Track Width: _____.
 New Certification or Previously Certified similar to originally certified representative model number _____
with the following modifications: _____

We request certification approval of this model as a group to include the following models: _____. The latter models may differ in color, brand name or in the accessories provided as standard equipment for which requirements are not included in the Standards. Said models shall be of substantially identical design differing only in features or Component(s) which will not adversely affect their ability to fully comply with the Standards. When no modifications relevant to applicable Standards are made from one year to the next, Request for Certification may be submitted for recertification as a Previously Certified Model/Group.

Signature: _____ Date: _____
Name: _____
Title: _____

2. Compliance Verification by Laboratory

The above Model/Group, as verified by the Laboratory’s Representative per Test(s) No. _____ dated _____ under the Program was found to comply with the Standards in effect as of this date.
Date: _____
Name: _____
Signature: _____ Title: **Certification Coordinator**
For SGS North America Inc.

3. Approved Record of Certification by SSCC

The above Request for Certification and Compliance Verification are sanctioned by SSCC.
Date: _____
Name: _____
Signature: _____ Title: **SSCC Chairman**
Administrator of the Program

S-03/2017

APPENDIX III – FINAL LETTER OF NONCOMPLIANCE

SSCC designated Laboratory

**** FINAL LETTER OF NONCOMPLIANCE ****
(Use Laboratory letterhead to create document)

Snowmobile Safety and Certification Committee, Inc.
1640 Haslett Road, Suite 170
Haslett, MI 48840

Attention: SSCC Chairman

Subject: SSCC Safety and Certification Program
Letter of Noncompliance

Manufacturer:
Model/Group or Component(s) Number:
Laboratory Reference:

To whom it may concern:

This is to advise that as a result of a verification and/or Audit of above referenced Model/Group or Component(s), Previously Certified in accordance with the SSCC Safety and Certification Program, we have determined that the above referenced Model/Group or Component(s) is no longer in compliance with the requirements of the Standards.

By means of this letter, SSCC and the Manufacturer are advised that the Certification Label and/or Certificate of Compliance may no longer be applied to the above referenced Model/Group or Component(s) until such time as the Model/Group or Component(s) has been re-verified and a new Request for Certification has been filed and endorsed by SSCC and the Laboratory.

Sincerely,

(Laboratory)
Title

Enclosure
cc: Manufacturer

APPENDIX IV – CERTIFICATE OF COMPLIANCE

[SSCC's letterhead containing SSCC name and address]
 [to be filed by the Manufacturer, verified by the Laboratory, issued by SSCC]

Certificate of Compliance

according to SSCC Snowmobile Safety and Certification Program

The undersigned Snowmobile Safety and Certification Committee Incorporated (SSCC), through its representative, hereby certifies that

****Name of Manufacturer****
****Address of manufacturer****

had the snowmobile(s) listed below verified and, that they comply, or conditionally comply, with **SSCC Safety Standards for Snowmobile Product Certification, SSCC/11**, as approved on ****Date of yellow book**** .

The certificate covers the following snowmobile model/group:

Commercial Name/SKU	SSCC certification Model/Group of models	Description	Full Compliance

This certificate is valid for model year _____

Date of Issue: _____

Meridian Charter Township, MI, USA

Place of Issue

Snowmobile Safety and Certification Committee Incorporated

Issuing Body

Signature of SSCC Chairman

Printed Name of SSCC Chairman

SSCC Chairman
Title of Authorised Person

APPENDIX V – MANUFACTURER’S PARTICIPATION IN THE PROGRAM AGREEMENT

Effective the ____ day of _____, 20____, (the “Effective Date”) _____, hereinafter referred to as “Manufacturer”, hereby applies to Snowmobile Safety and Certification Committee Incorporated, hereinafter referred to as “SSCC”, for participation in the Snowmobile Safety and Certification Program, hereinafter referred as the “Program”, and for authorization to use the Certificate of Compliance and the SSCC Safety Certification Label, hereinafter referred to as “Certification Label”, which SSCC authorizes for use on the conditions stated herein and as further outlined in the Program. When approved and executed by SSCC, this application shall constitute a binding agreement between the Manufacturer and SSCC. This agreement shall hereinafter be referred as the “Manufacturer’s Participation in the Program Agreement” or the “Agreement”.

WHEREAS SSCC, in cooperation with independent sources, has adopted a set of safety standards and test procedures, hereinafter referred to as “Standards”, a copy of which is included in a separate booklet entitled “Safety Standards for Snowmobile Product Certification, SSCC/11”;

WHEREAS SSCC authorizes the use of Certification Labels bearing the SSCC certification mark to participating manufacturers whose products are in compliance with the Program, which Program requires independent Laboratory Compliance Verification;

WHEREAS SSCC has entered into an agreement with a testing company, under which such testing company is authorized to conduct evaluations, examinations and inspections on products submitted to it by manufacturers participating in the Program to determine compliance with applicable Standards. The testing company is hereinafter referred to as the “Laboratory”.

WHEREAS Manufacturer desires to participate in the Program and to manufacture all products for which SSCC has Standards in conformity with such Standards, except for those products expressly excluded.

NOW, THEREFORE, the parties agree as follows:

1. Definitions

- 1.1 Capitalized terms used and not defined in this Agreement have the respective meaning assigned to them in the Snowmobile Safety and Certification Program a copy of the current version is attached hereto and incorporated herein by this reference as the Procedural Guide for the Program, Part I, and Methods and Procedures for the Program, Part II. The

Program may be amended as outlined in the appropriate sections of the Program.

2. Manufacturer Participation in the Program

2.1 The Manufacturer agrees to comply with all the requirements set forth in the Program and, on that regard, grants to duly authorized representatives of the Laboratory the right to enter upon its premises, without notice, during regular business hours and as further outlined in the Program, in order to make such verifications and Audits of Manufacturer's test documents and facilities and to witness actual tests as may be appropriate to insure that no material breach of any of the conditions of the Program or this Agreement are occurring. Manufacturer also agrees to supply all documents as may be required pursuant to the Program.

3. Authority to Use Certification Label and/or Certificate of Compliance

3.1 The Manufacturer agrees to use the Safety Labels or Certificate of Compliance in full compliance with the Program.

3.2 The SSCC name, abbreviation or symbol, or any other form of reference which may be interpreted to mean Snowmobile Safety and Certification Committee Incorporated, shall not be used by the Manufacturer on any Component(s) or snowmobile or their container or packaging, except in such form or manner as is expressly approved by SSCC.

3.3 Under no circumstances shall the Manufacturer use the name, abbreviation or symbol of SSCC or that of the Laboratory in any advertising, sales promotion, other publicity, or advertising material in such manner as to indicate that SSCC warrants or approves any snowmobile model, or that SSCC makes any other representation or certification with respect thereto. However, it shall not be a breach of this condition for the Manufacturer to display a picture of the Certification Label and/or the Certificate of Compliance in any such advertising or promotional material or product brochures, or to make any statement of representation about the Program for products or to state that the Manufacturer certifies that its products meet applicable Standards, so long as any such statement or representation is accurate and factual.

3.4 The reports and letters issued as part of the Manufacturer's participation in the Program and the name of the Laboratory, or its seals or insignia may not be used under any circumstances in advertising or promotional material or product brochures to the general public.

4. Assignment

4.1 This Agreement may not be assigned in whole or in part by the Manufacturer without the prior written consent of SSCC.

5. Fees

5.1 The fees to be paid by the Manufacturer for participation in the Program, Certification Labels and Certificates of Compliance shall be those specified in the Program.

6. Indemnification

6.1 The Manufacturer agrees that it will conduct the tests and/or verifications, and provide the data called for in the Program, and agrees, in addition to any other provisions hereinbefore set forth, to hold SSCC and the Laboratory harmless and to indemnify them and their officers, directors, employees and agents from any claims, losses, liabilities or expenses arising out of any non-certification or certification, or representation by the Manufacturer that its products in fact tested and/or verified under the Program either comply or do not comply with the applicable Standards.

7. Termination

7.1 Either party to this Agreement may terminate the Agreement upon thirty (30) days written notice to the other party provided, however, that SSCC shall not exercise this right of termination except for cause as determined by its Board of Directors.

7.2 Termination of this Agreement by whatever means shall not affect any liability of the parties existing as of the date of such termination. The Manufacturer's obligation of indemnity shall not cease, regardless of termination date, with respect to products manufactured or distributed by it to which the Certification Label is affixed or the Certificate of Compliance is used in connection therewith.

7.3 Upon receipt by the Manufacturer of a Final Letter of Noncompliance and a notice of the ratification by the SSCC of said letter, the Manufacturer shall discontinue its use of the Certification Labels and/or the Certificate of Compliance related to the Model/Group in question. SSCC shall have the right, without any reimbursement of fees paid by the Manufacturer, to acquire possession of the Certification Labels and the Certificate of Compliance remaining related to the Model/Group in question.

7.4 Immediately upon any termination of the Agreement, the Manufacturer shall discontinue its use of all Certification Labels and/or Certificate of Compliance. SSCC shall have the right, without any reimbursement of fees paid by the Manufacturer, to acquire possession of all Certification Labels and Certificate of Compliance remaining in the Manufacturer's possession or control at the effective date of termination.

7.5 Upon termination of this Agreement for any reason not related to the Manufacturer's products compliance with the Standards, the Manufacturer shall have the right to sell any snowmobile in its possession or control bearing the Certification Label if such Certification Label was affixed prior to the effective date of termination.

7.6 In addition to the rights and obligations set forth in this Agreement, SSCC shall have the right to prepare and, from time to time, amend any section of the Program. These amendments shall supplement, but not contradict the terms of the Program..

8. Miscellaneous

8.1 This Agreement is governed by the laws of the State of Michigan without regard to conflict of law provisions thereof. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the appropriate courts located within the county of Ingham, Michigan any action, suit or proceeding brought and related to or in connection with this Agreement and irrevocably agrees to be bound by any final judgment rendered thereby.

8.2 Neither expiration nor termination of this Agreement shall relieve the parties of any obligations hereunder that by their nature survive such expiration or termination.

8.3 If any provision of this Agreement is declared unenforceable under applicable law, the affected provision will be considered omitted or modified to conform to applicable law and all other provisions will remain in full force and effect.

8.4 This Agreement may be amended only by written instrument signed by authorized representatives of each party. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

8.5 This Agreement shall inure to the benefit of and be binding upon each of the parties and each of their respective successors and assigns.

8.6 The parties hereto are independent contractors. Neither party is an agent of and shall not bind or obligate the other in any manner. This Agreement does not constitute or imply a joint venture, partnership or other business association.

8.7 This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

8.8 This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.

This Agreement is executed by the duly authorized representatives of the parties and as of the date set forth below.

The Manufacturer:

Snowmobile Safety and Certification
Committee, Inc.

Attesting signature: _____

Attesting signature: _____

Representative's name: _____

SSCC Chairman: _____

Representative's title: _____

Date: _____

Date: _____

APPENDIX VI – SSCC-LABORATORY COMPLIANCE VERIFICATION AGREEMENT

The SSCC-Laboratory agreement is controlled and approved by the Board of Directors. Any amendment to the executed Agreement requires approval by the Board of Directors. The following is a sample agreement.

VI-1 Sample agreement

THIS AGREEMENT, made in _____, this ____ day of _____, 20 ____, by and between the Snowmobile Safety Certification Committee Incorporated, hereinafter referred to as SSCC, and _____, hereinafter referred to as the Laboratory.

WHEREAS, SSCC authorizes the use of Certificates of Compliance, and Certification Labels, as defined by SSCC Snowmobile Safety and Certification Program, hereinafter referred as the Program, as a part of its safety program to participants, hereinafter referred to as Manufacturers who participate in the Program, and;

WHEREAS, the Laboratory is an independent testing and verification agency in the business of conducting tests and verifications to determine if products conform to the requirements of standards;

IT IS THEREFORE AGREED, as follows:

1. Obligations to Verify Compliance

The Laboratory will conduct such verifications on each product submitted to it by a Manufacturer participating in the Program pursuant to a Request for Certification, a copy of which is attached hereto and incorporated within the Program, to determine initial and continued compliance with the applicable Safety Standards for Snowmobile Product Certification, hereinafter referred as the Standards. When its findings so indicate, Laboratory shall certify to SSCC its findings, indicating satisfactory compliance with the Standards. This certification shall be the basis on which authority to use the Certification Label and/or Certificate of Compliance shall be granted by SSCC to the Manufacturer. The parties to this contract agree to be bound by all the conditions set forth herein, the conditions set out in the agreement between SSCC and the Manufacturer, in the form of the Manufacturer Participation in the Program Agreement, and the rights and obligations set forth in the SSCC Snowmobile Safety and Certification Program, which SSCC shall issue and which it may revise from time to time to supplement, but not contradict, this Agreement.

2. Fees

Fees for the services of the Laboratory shall be paid by the Manufacturer.

3. Hold Harmless Agreement

The Laboratory agrees that it will conduct the tests, verifications and/or Audits, and provide the data called for hereunder, and agrees to hold SSCC harmless and indemnify it and its officers, directors, employees and agents from any claim arising out of any non-certification or certification by Laboratory, or the representation that products in fact tested and/or verified hereunder either comply or do not comply with the Standards when such claim is occasioned by the negligence of the Laboratory.

4. Warranty

SSCC warrants that it will not under any circumstances use or authorize the use of the name of the testing Laboratory or its seals or insignia in any advertising to the general public. The parties hereto agree that in any event prior written approval will be obtained by either party before the name, seal or insignia is used by the other party in any visual context.

5. Assignment

This Agreement may not be assigned in whole or in part by either party without the written consent of the other party.

6. Confidentiality

Laboratory shall not disclose to or discuss with any person or organizations, including SSCC, other than the Manufacturer from which the information was obtained, any information except so provided for in the Procedural Guide for the Program of section 1, the Methods and Procedures for the Program of section 2, the Manufacturer's Participation in the Program Agreement of Appendix V or, this SSCC-Laboratory Compliance Verification Agreement of Appendix VI, relating to the products, data or procedures of any participating Manufacturer obtained by Laboratory pursuant to said Agreements without the prior written authorization of the Manufacturer from which such information was obtained.

7. Termination

This Agreement shall continue from year to year until terminated. Either party to this Agreement may terminate the Agreement in the event of:

- a. A default by the other party in its performance of obligations under this agreement, which default shall have continued for a period of thirty days after receipt of notice thereof; or

- b. Insolvency or bankruptcy or the other party; or
- c. Upon one hundred eighty days written notice to the other party.

Termination of this Agreement by whatever means shall not affect any liability of the parties existing as of the date of such termination. Laboratory's obligation of indemnity shall not cease, regardless of termination date with respect to products certified by it pursuant to this Agreement.

SNOWMOBILE SAFETY AND
CERTIFICATION COMMITTEE, INC.

TESTING LABORATORY

By: _____

By: _____

Title: Chairman

Title: _____

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