

# **Lexington-Fayette Urban County Government**

Lexington, Kentucky Horse Capital of the World

Division of Central Purchasing

Date of Issue: January 7, 2016

# INVITATION TO BID #2-2016 Sealed Detention Mattresses January 21, 2016

<b>Bid Opening Date:</b> Address:		<b>1, 2016</b> Iain Street, 3 <sup>rd</sup> Floor, Ro	om 338, Le	xington, Kentu		pening Time: 2:00 PM
Type of Bid:	Price Cont	ract				
Pre Bid Meeting: Address:	N/A N/A				Pre Bid Time:	N/A
		office of the Division of Ce <b>6</b> . Bids must be <u>received</u> b				ton, Kentucky, until <u>2:00 PM</u> , bids should be sent to:
		Division of Central Pur 200 East Main Street, Lexington, KY 40507,	Room 338	-3320		
above. Bids that are	e not delive	red to the Division of Ce	ntral Purch	asing by the $s$	tated time and o	sed and delivered as indicated late will be rejected. All blds the outside of the envelope.
Bids are to include all	shipping cost	s to the point of delivery loc	ated at: 60	0 Old Frankfort (	Circle, Lexington, I	(Y 40510
Bid Security Required:	`	(es <u>X</u> No <i>Cashier Check</i>	, Certified Ch	neck, Bid Bond (I	Personal checks and con	npany checks will not be acceptable).
Performance Bond Re	quired:	res <u>X</u> No				
Bid Specific	ations Met _	Check One:Exceptions to Bid Spe		Exceptions shall be attached to bid pro		Proposed Delivery: 15-45 days after acceptance of bid.
		Lexington-Fayette Urban Coments. Will you accept Produced			Ising Procurement	Cards to purchase goods
Sub	omitted by:	Bob Barker Co			n Box	 429
Bid must L (original sign	_	Address Fugucy City: Statute Zip  Signature of Author Talia Rosario  Representative's Name 919-346-  Area Code - Phone - E.  taliarosario@b  E-Mail Address	ized Comp (Typed or , 2137 extension	printed)	Pricing Sp	ecialist —

	Talia Propin
pe	Comes the Affiant, Talia Kosario, and after being first duly sworn under penalty of rjury as follows:
1.	His/her name is Talia Rosario and he/she is the individual submitting the bid or is the
	authorized representative ofBob Barker Company, Inc
	the entity submitting the bid (hereinafter referred to as "Bidder")
2.	Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3.	Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4.	Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5.	Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6.	Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7.	Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
	Further, Affiant sayeth naught.
ST	ATE OF N.C.
СО	UNTY OF WAKE
by	The foregoing instrument was subscribed, sworn to and acknowledged before me  TALIA KOSURIO  on this the 20th day
υу	
of_	My Commission expires:  NOTARY PUBLIC. STATE AT LARGE  NOTARY PUBLIC.
Ple	NOTARY PUBLIC, STATE AT LARGE COUNTY THE COUNTY OF THE PROPERTY OF THE PROPERT

### I. GREEN PROCUREMENT

#### A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to <a href="www.Energystar.gov">www.Energystar.gov</a>). If these products are available, but not submitted in your pricing, your bid will be rejected as <a href="mailto:non-compliant">non-compliant</a>.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

#### **Key Benefits**

These products use 25 to 50% less energy Reduced energy costs without compromising quality or performance Reduced air pollution because fewer fossil fuels are burned Significant return on investment Extended product life and decreased maintenance

#### **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to <u>www.Greenseal.org</u> to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

## C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes	<u> </u>	No
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#### II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject <u>any</u> and <u>all</u> bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

### "Bid on #2-2016 Sealed Detention Mattresses"

and addressed to: Division of Central Purchasing

200 East Main Street, Room 338 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of <u>XX</u> percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

### The Act further provides:

KRS 45.610. Hirlng minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

#### KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

#### KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as <u>special conditions</u> in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disquallfication of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bld processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

#### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for <u>1</u> year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional <u>3-1</u> year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of Intent to cancel to the other contracting party.
- B. Price Changes (Space Checked Applies)
- (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
  - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

## **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

#### **EQUAL OPPORTUNITY AGREEMENT**

#### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

### **Bidders**

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Talia Rosario

**Pricing Specialist** 

Bob Barker Company, Inc.

Name of Business

#### **GENERAL PROVISIONS OF BID CONTRACT**

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

- 1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
- 2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
- 3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
- 4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
- 6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
- 8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
- 9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
- 10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
- Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that It is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
- 12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
- 16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
- 17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

ture

Talia Rosario,

**Pricing Specialist** 

Page 11 of 11

# Lexington-Fayette Urban County Government Division of Community Corrections Bid #2-2016 Sealed Detention Mattresses

The Lexington-Fayette Urban County Government is accepting bids for a price contract for Sealed Detention Mattresses for the Division of Community Corrections, 600 Old Frankfort Circle, Lexington, Kentucky, 40510, as per the following specifications.

## **General Mattress Specifications:**

- Sealed safe mattress
- 75 inches long x 25 inches wide
- 4.5 inch thickness
- 100% sealed seams--absolutely NO stitching
- Wipe clean with soap and water
- Fire resistant, with Fire Protection Consumer Product Safety Commission 16CFR1633 rating
- Resistant to delaminating from flexing action
- · Constructed with Polyurethane coated nylon
- 14 ounce core

## 14 Ounce Core Specifications:

- 100% polyester fiber pad
- · Memory/fiber core of densified polyester
- 1.5 lb. density
- Integrated full size pillow same 14 ounce material as the core

## **Cover Specifications:**

- · Cover shall be non-fading and non-bleeding
- Anti-microbial
- Polyurethane Coated nylon
- Non-Cracking material
- Moisture Vapor Permeable
- Abrasion Resistant
- Tear Strength—ASTM D751-06
- Breaking Strength and Seam Strength—ASTM D5304-09

## **Testing Standards:**

## A copy of each of the following four (4) reports shall be provided by vendor with bid.

# If copies of the following four (4) reports are not included with the bid, the bid shall be considered as non-responsive.

1. Fire Protection Consumer Product Safety Commission 16CFR1633

ASTM International fka American Society for Testing and Materials (ASTM) globally recognized leader in the development and delivery of international voluntary consensus standards. <a href="www.astm.org">www.astm.org</a>:

2. ASTM D5034-09--Standard test method for breaking strength and elongation of textile fabrics (GRAB TEST)

The grab test procedure in this test method for the determination of breaking force and elongation of textile fabrics. The grab test procedure is applicable to the determination of the effective strength of the fabric.

- ASTM D751-06-Standard Test for Coated Fabrics (rubber standards)
   To ensure the quality of the Coated fabrics and rubber products made from coated fabrics.
- 4. ASTM E1590-07 Standard Test Method for Fire Testing of Mattresses
  Provides a means of determining the burning behavior of mattresses used in public occupancies
  by measuring specific fire test responses when the test specimen, a mattress or a mattress with
  foundation, is subjected to a specified flaming ignition source under well ventilated conditions.

#### **NOTES TO BIDDER:**

It is the intent of Lexington-Fayette Urban County Government to purchase the quantities stated below. LFUCG reserves the right to reduce or increase the items and/or quantities for the year. LFUCG in no way guarantees any quantities stated, as they should be merely used as a guideline for bidding, and LFUCG is in no way obligated to purchase these quantities.

For bidding questions concerning these specifications, please contact Theresa Maynard, Division of Central Purchasing, at (859) 258-3320 or at <a href="mailto:characteristics.com/charact

#### PRICING:

Quantity	Description	Price Each	Total Price
1000	Sealed Detention Mattresses 4.5" x 25" x 75"	\$ 70.22	\$70,220.00



Flame-Chek Supreme Mattress w/Pillow

Fuquay-Varina, NC 27526 PH: 1-800-334-9880 Fax: 1-800-322-7537 www.bobbarker.com

SS257545P SS277545P SS307545P

## General Specs

- General Description: Sealed Seam Poly Core, Pillow Mattress. 4.5 inch thickness, unique design allows for greater suppleness to provide superior comfort. All seams RF Welded; all seams are internal except the end-closing seam to protect from fluids and tampering. Vent location is concealed to deter tampering or damaging. Vent is designed to allow air to flow in and out of the mattress without the penetration of fluids or solids.
- Color: : Ocean Blue, non-fading, non-bleeding
- Sizes: 25" W x 75" L x 4.5" H; 27" W x 75" L x 4.5" L; 30" W x 75" L x 4.5" H
- Weight: 25" W 11 lbs.; 27" W 13.6 lbs.; 30" W 15.5 lbs.
- Seams: 100% Sealed Seams (Absolutely No Stitching)
- Cleansing: Wipes clean with soap and water, or properly diluted disinfectant—do not launder.
- Flammability: meets and exceeds the requirements of:
  - California Technical Bulletin 129
  - California Technical Bulletin 121
  - 16 CFR Part 1633
- Construction: Constructed with a single piece of vinyl, all seams sealed using Radio Frequency Techniques.
- Country of Origin: Made in USA

### Core Specs

- Material: 100% Polyester Fiber Pad
- General Description: Made of thermally bonded polyester fiber. No chemicals or additional ingredients are added during the processing of this product.
- Composition: Memory-Fiber Core of Densified Polyester that will recover to its original shape (will not bottom out).
- Weight: 13 oz. core
- Core does not contain hazardous chemical by-products 100% recyclable "green"

## Cover Specs

- Material: Thermal Polyurethane Coated Nylon Fabric, Will not crack
- Thickness: 25 mil
- Weight: 7.2 oz. per sq yard
- Flammability: exceeds requirements of BS7175-Crib 5, NFPA 701, CAL 117 and 16 CFR 1632
- Seam Strength: in excess of 33lbs/in
- Breathable Vent: Sealed on the inside of the cover (Resists water, oil, urine, blood, head lice)
  - Located on the foot of the mattress to discourage tampering
- Anti-Fungal Inhibition AATCC Method 30-1988 Pass
- Bacteria Resistance AATCC Method 147-1988 Pass
- Water Resistant: Resist Liquid, body waste and hospital medications
- Dimensional Stability: Warranty against cracking
- Tear Strength: Excellent tear strength
  - o ISO 4674 W\*-5.1 F\*\*-7.8

Flex resistance: ISO 5402

200,000 cycles -- no loss of quality

Breaking Strength: Construction designed for ticking fabrics (vinyl fabrics). W\* - 146 lbs. /in.

 $F^{**} - 45 \text{ lbs. /in.}$ 

Primary Skin Irritation test Draize Dermal result -Non Allergenic.

<sup>\*</sup> Warp is the scrim running length of the fabric.

<sup>\*\*</sup>Fill is the scrim running the width of the fabric.

P O Box 429 Fuquay-Varina, NC 27526

September 30, 2015

To Whom It May Concern:

Please be advised that the Bob Barker Company, Inc. is the manufacturer and sole source distributor of the Flame Chek® Supreme Sealed Seam Mattresses. This mattress is constructed with a single piece of fabric guaranteed not to crack and all seams are sealed using Radio Frequency Techniques. This mattress contains a breathable concealed vent to discourage tampering and an exclusive pillow design. Item numbers referenced on our website and in our catalog are as follows:

- ❖ SS257545P
- ❖ SS277545P
- ❖ \$S307545P

For information or pricing on any of these products, please contact our Bob Barker Sales Department at 1-800-334-9880 or our Bids Department at 1-800-235-8586.

The above are stock sizes, custom sizes are available, please inquire with our sales or bids teams.

Sincerely,

Sharon Watson

Sharon Watson Product Manager Bob Barker Company Inc.

(919) 346-2124 sharonwatson@bobbarker.com



## TEST REPORT

CLIENT:

Bob Barker Co. PO Box 429

Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:

2328231-1

Date:

March 11, 2011

SUBJECT:

Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID:

One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as

containing the following items:

Model Name: \$\$27754P

Test 1 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No

revisions to this report will be allowed after 90 days of the report date.

TEST DATE:

3/4/11

CONDITIONING:

Item conditioned as per 16 CFR 1633. Time Out of Conditioning Room: 10 minutes or less

**RESULTS:** 

Results can be found on the following pages and only apply to the sample tested.

CONCLUSION:

The sample tested complies with the requirements of 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF SGS - NORTH AMERICA, INC.

**KSM** 

Engineering Technician / Test Operator

Fire Technology Department Manager

Page 1 of 6

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# Test Procedure and Results

## PROCEDURE:

The sample was conditioned before testing for 48 hours at  $70^{\circ}\text{F} \pm 5^{\circ}\text{F}$  and a relative humidity less than 55%.

The mattress was placed on a metal test frame inside a test room having dimensions of 10' X 12' with and 8' high ceiling. The mattress and frame were located on the wall opposite the doorway. The room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



## **RESULTS:**

SS27754P Sample:

3/4/11 Test Date:

<u>Initial</u> Value	Maximum Value	Time Occurred	Allowed Value	Pass / Fail
73	107	0:01:00	-	-
0	23	0:01:03	200	PASS
0	4.3	0:10:00	15.0	PASS
	<u>Value</u>	Value         Value           73         107           0         23	Value         Maximum Value         Occurred           73         107         0:01:00           0         23         0:01:03	Initial Value         Maximum Value         Occurred         Value           73         107         0:01:00         -           0         23         0:01:03         200

Total Test Time, (hr:min:sec): 0:30:00

Please reference Figure 1 and 2 for graphical representation of the Heat Release Rate Value and Total Heat above.

## **OBSERVATIONS:**

- 12:34pm Start of Test
- 12:35pm Burners removed
- 12:36pm Low all
- 12:43pm Candle flames
- 1:05pm End of Test

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# GRAPHICAL RESULTS:

Heat Release Rate vs. Time Client: Bob Barker Sample ID: SS27754P

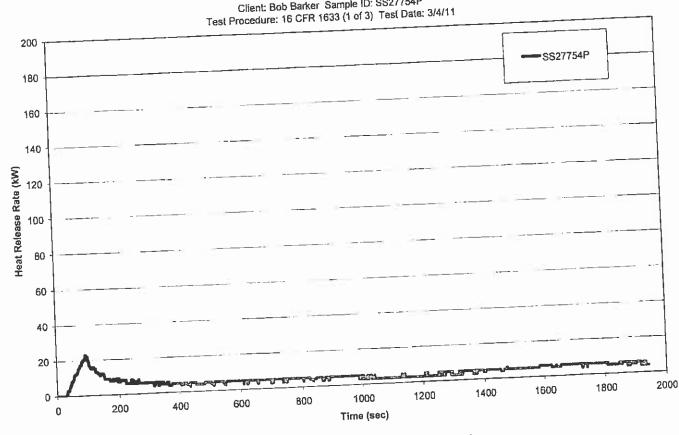


Figure 1. Heat Release vs. Time Graph

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# **GRAPHICAL RESULTS: (Cont.)**

Total Heat vs. Time Client: Bob Barker Sample ID: SS27754P

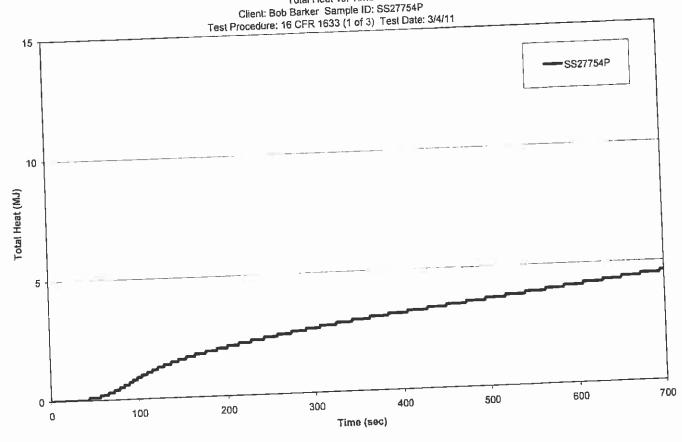


Figure 2. Total Heat vs. Time Graph

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#### PHOTOS:



PHOTO 1. Mattress Before Testing to 16 CFR 1633













PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

## **End of Report**

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## GENERAL CONDITIONS OF SERVICE

#### General

- (a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing sentices particised on behalf of governments, government bodies or any other public entry of (i) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Crient (the "Contractual Relationship(s)") shall be governed by these general conditions of services (hardward providings). General Conditions ).
- (b) The Company may perform services for persons or entries (private, public or governmental) issuing instructions (hereinater, the "Client").
- (c) Unless the Company receives prior written instructions to the contary from Client, no other party is entitled to give instructions, periodially on the scope of the services or the definery of reports or certificates resulting interform (the "Reports of Endings"). Client hareby interocably authorises the Company to deliver Reports of Findings in a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, that election, usage or practice.

#### Provision of Sarvices

- (e) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
  - (1) The terms of any standard order form or standard specification sheet of the Company; and/or
  - (2) any relevant trade custom, usage or precise; end/or
  - such methods as the Company shall consider appropriate on technical, operational and/or linanciai grounds.
- (b) Information stated in Reports of Findings is derived from the metalts of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the bases of any technical standards, trade custom or practice, or other circumstances which should in our redestinguishing to be trade from cooperation. professional opinion be taken into account.
- (c) Reports of Findings issued further to the lessing of earnples contain the Company's opinion on those samples only and do not express any opinion upon the follow which the samples were drawn.
- (d) Should Clent request that the Company witness any third party intervention, Clent egrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the courtence, of the Intervention. Clent agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring davices used, the analysis methods applied, the qualifications, actions or unlesions of third party personnel or the analysis results.
- (e) Reports of Fridings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the Instructions received or, in the absence of such instructions, within the limits of the Instructions received or, in the absence of such instructions, within the limits of the attendance parameters applied as provided for in clause (2a). The Company is under no obligation to refer to, or report upon, any facts or directions which are outside the specific instructions. received or alternative parameters applied.
- (f) The Company may delegate the performance of all or part of the services to an eigent or subcontractor and Clant authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- (g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of saile contracts, letters of cractly bills of lacting, etc., they are considered to be for information only, and do not extend on restrict the scape of the services or the obligations. accepted by the Company.
- (h) Client schrowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumzs, abridges, ebrogates or undertakes to discharge any they of Client to any third party or that of any trird party to Client.
- (i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and timen returned to Crient or otherwise disposed of at the Company's descretion after which time Company shall cease to heave any responsibility for such samples. Storage of samples for more than 3 months shall focur a storage charge payable by Client. Client will be billed a handling and freight fee it samples are returned. Special disposal charges will be billed to Client if nourred.
- Obligations of Client

#### The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not taker than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remady any obstacles to, or intemptions in, the performance of the services;
- supply, it required, any special equipment and personnal necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, eiters and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- inform Company in advance of any known hazards or dangers, soluel or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or modeus or explosive elements or materials, environmental pollution or poisons;
- fully exambs all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.
- Fees and Payment
- Fees not established between the Company and Ottent at the time the order is placed or a contract is (e) Press not essentiate to the company and Cost at the time one office is precedure a company to negotiated shall be at the Company's standard rates (which are subject to change) and at applicable taxes shall be payable by Client.
- (b) Unless a shorter period is established in the involce, Client will promptly pay not later than 30 days from the relevant involce date or within each other period as may be established by the Company in the invoice (the TOUR Date) at less due to the Company falling which interest, will become due at a rate of 1.5% per month (or or this other periods as a markle antibility and the fall that the first periods.) pure uses a car read to a scatchished in the invoice) from the Due Date up to and including the date payment is such other rate as may be established in the invoice) from the Due Date up to and including the date payment is
- (c) Client shall not be entitled to retain or design payment of any sums due to the Company on account of any dispute, counter dain or set off which it may allege against the Company.

- Company may elect to bring action for the collection of unpaid less in any court having compatent juristi
- Client shall pay all of the Company's collection costs, including attorney's tees and related costs.
- (f) In the event any unforeseen problems or expenses area in the course of carrying out the services the Company shall endeavour to inform Cilerit and shall be entitled to charge additional less to cover extra time and cost necessarily incurred to complete the services.
- (g) If the Company's unable to perform all or part of the services for any cause whatsocret outside.

  The Company's control inducting feiture by Client to comply with any of its obligations provided for including 3 above the Company shall nevertheless be entitled to payment of:
  - (1) the amount of all non-relambable expenses incurred by the Company; and
  - (2) a proposition of the agreed see equal to the proposition of the services actually carried out.
- Suspension or Termination of Services

The Company shall be entitled to immediately and without flability either suspend or lemmate provision of the services in the event of

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Olient; or
- any suspension of payment, arrangement with creditors, benkruptsy, is survensy, receivership or ssation of business by Client.
- Liability and Indemnification
- Unitation of Unitary:
  - The Company is neither an insurer nor a guarantor and disclaims at liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
  - (2) Reports of Findings are issued on the basis of information, documents another samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for particles as the set of our the basis of such Reports of Findings. Nether the Company nor any oil is officers, employees, against or subconfrictions shall be liable to Client nor any third party for an additions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, employee, incomplete, misleading or false information provided to the Company.
  - (3) The Company shall not be fable for any delayed, portial or total non-performance of the services crising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.
  - (4) The fabbity of the Company in respect of any claim for loss, damage or expense of any nature and however arising shall in no circumstances exceed a total aggregate sum equal to 10 mas the arround of the fee pold in respect of the specific service which gives rise to such daim or US\$20,000 (or its equivalent in local currency), whichever is the lasser.
  - (5) The Company shall have no liability for any Indirect or consequential less including without Intition less of profits, loss of business, loss of opportunity, loss of goodwit and cost of product rect. II shall wither have no liability for any loss, damage or expense arising from the dates of any third party (including, without limitation, product faibility dates) that may be incurred by the Direct. incurred by the Client
  - (6) In the overlit of any claim, Client must give written notice to the Company within 30 days of discovery of that leads elleged to justify such claim and, in any case, the Company shall be discharged from all leadily for all claims for loss, damage or expense unless suff is brought within one year from:
    - the date of performance by the Company of the pervice which gives rise to the
    - the dass when the service should have been completed in the event of any alleged non-parlormance.
  - (b) indemnification: Client shall guarantee, hold harmless and indemcity the Company and its officients, employees, agents or subcontractors against all claims (actual or threatened) by any third party of loss, damage or expense of whatsoever nature including all legal expenses and related costs and however arising relating to the performance, purported performance or non-performance, of any conference. Services,

  - If any one or more provisions of these General Conditions are found to be likegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
  - (b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entitle, enoutrage or make any offer to Company's employees to leave their employment with the Company.
  - Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.
  - Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hareunder shall be governed by the substantive taws of Switzerland exclusive of any rules with respect to condition of laws and be finally settled under the Rules of Arbhaton of the intermational Chambar of Commana by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

#### Special Condition

Notwithstanding the provisions of dause 8 above, all disputes arising out of or in connection with Contractual Relationship(s) haraunder shall be governed by the substantive laws of New Jersey exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the international Chamber of Commisce by one or more arbitration appointed in accordance with the said Rules, each party to bear its own costs. The arbitration shall take place in Runartond, New Jersey.



## **TEST REPORT**

CLIENT:

Bob Barker Co.

PO Box 429

Fuquay Varina, NC 27526

Attn: Carla Parker

**Test Report No:** 

2328231-2

Date:

March 11, 2011

SUBJECT:

Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID:

One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as

containing the following items:

Model Name: SS27754P

Test 2 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No

revisions to this report will be allowed after 90 days of the report date.

TEST DATE:

3/4/11

CONDITIONING:

Item conditioned as per 16 CFR 1633. Time Out of Conditioning Room: 10 minutes or less

**RESULTS:** 

Results can be found on the following pages and only apply to the sample tested.

CONCLUSION:

The sample tested complies with the requirements of 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF SGS - NORTH AMERICA, INC.

**KSM** 

Engineering Technician / Test Operator

Fire Technology Department Manager

Page 1 of 6

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## Test Procedure and Results

## PROCEDURE:

The sample was conditioned before testing for 48 hours at  $70^{\circ}\text{F} \pm 5^{\circ}\text{F}$  and a relative humidity less than 55%.

The mattress was placed on a metal test frame inside a test room having dimensions of 10' X 12' with and 8' high ceiling. The mattress and frame were located on the wall opposite the doorway. The room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



RESULTS:

SS27754P Sample:

3/4/11 **Test Date:** 

Data:					
Measurement Type <sup>A</sup>	<u>Initial</u> Value	<u>Maximum</u> <u>Value</u>	Time Occurred	Allowed <u>Value</u>	<u>Pass / Fail</u>
Ceiling Temp	78	101	0:01:01	-	-
(°F) Heat Release Rate	0	22	0:01:04	200	PASS
(kW) Total Heat Release -	0	2.6	0:10:00	15.0	PASS
First 10 Min (MJ)					

Total Test Time, (hr:min:sec): 0:30:00

Please reference Figure 1 and 2 for graphical representation of the Heat Release Rate Value and Total Heat above.

## **OBSERVATIONS:**

- 1:11pm Start of Test
- 1:12pm Burners removed
- 1:13pm Low all
- 1:15pm Steady and slow flame progression
- 1:42pm End of Test

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## **GRAPHICAL RESULTS:**

Heat Release Rate vs. Time Client: Bob Barker Sample ID: SS27754P

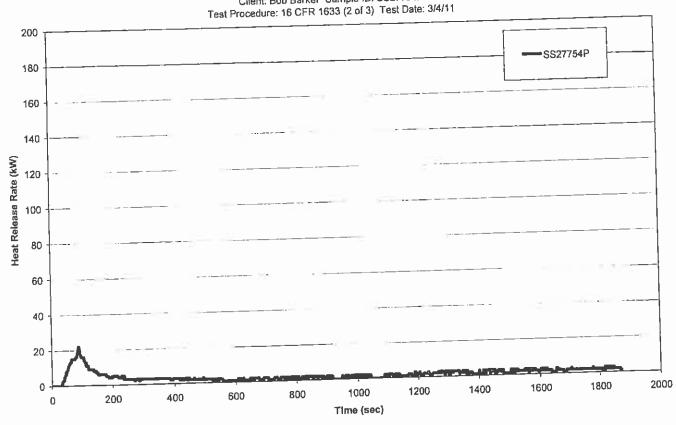


Figure 1. Heat Release vs. Time Graph

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# **GRAPHICAL RESULTS: (Cont.)**

Total Heat vs. Time Client: Bob Barker Sample ID: SS27754P Test Procedure: 16 CFR 1633 (2 of 3) Test Date: 3/4/11 15 SS27754P 10 Total Heat (MJ) 5 700 0 600 500 400 300 200 100 0 Time (sec)

Figure 2. Total Heat vs. Time Graph



## PHOTOS:



PHOTO 1. Mattress Before Testing to 16 CFR 1633













PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

## **End of Report**

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## GENERAL CONDITIONS OF SERVICE

- (a) Unless otherwise egreed in writing or except where they are at vortaine with (i) the regulations governing services parformed on behalf of governments, government bodies or any other public entry or (i) the mandatory provisions of local law, at offers or services and all resulting contractual relationship(s) between any of the atthictory companies of SGS SA or any of their agents (each a "Company") and Chert (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinather the "General Conditions").
- (b) The Company may perform services for persons or entitles (private, public or governmental) issuing instructions (hereinalter, the "Client").
- (c) Unless the Company receives prior whiten instructions to the centrary from Client, no other party is entitled to give instructures, particularly on the scope of the services or the delivery of reports or certificates resulting therefore (in "Reports of Findings"). Other thereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Citlent or, at its discretion, where it implicitly follows from circumstances, such austion, usage or practice.

#### Provision of Services

- (a) The Company will provide services using reasonable care and still and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
  - (1) the terms of any standard order form or standard specification sheet of the Company; end/or
  - (2) any relevant trade custom, usage or practice; autifor
  - (3) such methods as the Company shall consider appropriate on technical, operational antifor
- (b) Information stated in Reports of Findings is derived from the results of inspection or tasting procedures carried out in accordance with the instructions of Client, and/or our assessment of each results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- (c) Reports of Findings essued luttimer to the lessing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- (d) Should Ollest request that the Company witness any third party intervention, Client agrees that the Company's solar responsibility is to be present at the time of the third party's intervention and is lowerd the results, or confirm the occurrance, of the intervention. Client egrees that the Company is not responsible for the condition or catibration of apparatus, instruments and measuring devices used, the makes methods applied, the qualifications, actions or oritisations of third party personnel or the analysis results.
- (e) Reports of Findings issued by the Company will relect the facts as recorded by it at the time of its intervention only and with the limits of the Instructions received or, in the absence of such instructions, within the limits of the attentive perameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or directions are outside the specific instructions received or attentive perameters applied.
- (f) The Company may delegate the performance of all or part of the services to an egent of subcontractor and Crent authorises Company to disclose all Information necessary for such performance to the agent or subcontractor.
- Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bits of lading, etc., they are considered to be for information only, and do not extend or restrict this scope of the services or line obligations. accepted by the Company.
- (b) Client echnowledges that the Company, by providing the services, neither takes the place of Client or any third pany, nor releases them from any of their obligations, nor otherwise assumes, stridges, strogeties or undertakes to discharge any duty of Client to any third pany or that of any third pany in Client.
- (i) All samples shall be retained for a maximum of 3 months or such other shoter time period as the nature of the sample permits and then returned to Client or otherwise disposed of all the Company's dispression after which time Company all cases to have any responsibility for such samples. Storage of samples for more than 3 months shall nour a storage charge psychie by Client. Client will be tabled a handling and freight fee if earnples are retained. Special disposal charges will be billed to Client! If incurred.

### Obligations of Client

- (a) ansure that sufficient information, instructions and documents are given in due time (end, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed:
- procure all necessary access for the Company's representatives to the premises where the cardisate re to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the nce of the services;
- supply, il required, any special equipment and personnel necessary for the performance of the services;
- ensure that an necessary measures are taken for safety and security of working conditions, sites and (d) ensure that all necessary measures are taken for salery and security or noting the performance of services and will not rely, in this respect, on the Company's advice installations during the performance of services and will not rely, in this respect, on the Company's advice installations. whether required or not;
- (e) Inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or leading including, for example, presence or risk of radiation, tode or notious or explosive elements or materials, environmental poliution or poissons;
- fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a (f) they be take.

#### Fees and Payment 4.

- (a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and at appreciate taxes shall be payable by Client.
- (b) Unless a shorter period is established in the involos, Client will promptly pay not later itsn30 days from the relevant involop date or within such other period as may be established by the Company in the Involos (fire Thue Date?) at less due to the Company failing which Interest will become due at a rate of 1.5% per month (or such other rate as may be established in the Involos) from the Due Date up to and including the date payment is
- Cliant shall not be entitled to retain or deter payment of any sums due to the Company on account of any dispute, counter daim or set off which it may allege against the Company.

- (d) Company may elect to bring action for the collection of unpaid tees in any court having competent jurisoration.
- Client shall pay all of the Company's collection costs, including attorney's less and related costs.
- (i) In the event any unforesten problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional less to cover extra time and cost necessarily incurred to complete the services.
- (g) If the Company is unable to perform all or part of the services for any cause what caver outside the Company's control including fature by Chent to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:
  - the amount of all non-refundable expenses incurred by the Company; and
  - (2) a proportion of the agreed less equal to the proportion of the services extually carried out.
- Suspension or Termination of Services

The Company shall be entitled to immodulely and without liability either suspend or terrificate provision of the sandces in the event of:

- (e) tailurs by the Client to comply with any of its obligations have under and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.
- Liability and indemnitication R.

#### Umitation of Uability:

- (1) The Company is neither an insurer nor a guaranter and discialres all fability in such city. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
- [2] Peports of Firzings are issued on the basis of information, documents analor samples provided by, or on behalf of, Client and solely for the basell, of Client who is responsible for provided by, or on behalf of, Client and solely for the basis of such Reports of Findings. Nation the Company nor any of is acting as it sees if no into basis of such Reports of Findings nor for any interrupt party for any additions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, arrangeous, incomplete, incleading or take information provided to the Company.
- (3) The Company shall not be fiable for any delayed, partial or total non-performance of the services arising directly or foliacity from any event outside the Company's control including failure by Citient to comply with any of its obligations hereunder.
- (4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to it times the amount of the fee paid in respect of the specific service which gives rise in such datmor US\$20,000 (or its equivalent in local currency), whichever is the lasser.
- (5) The Company shall have no liability for any inclined or consequential toss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recell. It shall further have no liability for any loss, damage or expense arising from the dating of any third party (including, without (imitation, product liability claims) that may be learned by the Crism. Incurred by the Client
- (6) In the event of any daim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such daim and, in any case, the Company shall be discharged from all fability for all dalms for loss, damage or expense unless suit is brought. within one year from
  - the date of performance by the Company of the service which gives rise to the
  - the data when the service should have been completed in the event of sny alleged non-performance.
- (b) Induminification: Client shall guerantee, hold harmiess and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, stamage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any CALVÍCIAS.

- (e) If any one or more provisions of these General Conditions are found to be lilegal or unenflorceable in any respect, the validity, legality and enflorceability of the remaining provisions shall not in any way be affected or impaired thereby.
- During the course of providing the services and for a period of one year themselver Client shall Locally the potential of providing the services and for a period of one year person cruent or all not directly or indirectly entities, encourage or make any offer to Company's employees to leave their employment with the Company.
- (c) Use of the Company's corporate name or registered marks for edvertising purposes is not permitted without the Company's prior written authorisation.
- Governing Line, Jurisdiction and Disputa Resolution

Unless specifically agreed observes, all disputes existing out or in connection with Connectual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of laws and be finally settled under the Pules of Arbitration of the intermetional Chamber of Commons by one or more arbitrators appointed in accordance with the sact rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

#### Special Condition

Notwenstanding the provisions of datase 8 above, all disputes arising cut of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of New Jersey exclusive of any rules with respect to conflicts of laws and be finally seried under the Rules of Arbitation of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, each party to bear its own costs. The arbitration shall take place in Rutherford, New Jersey.



## TEST REPORT

CLIENT:

Bob Barker Co. PO Box 429

Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:

2328231-3

Date:

March 11, 2011

SUBJECT:

Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID:

One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as

containing the following items:

Model Name: SS27754P

Test 3 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No

revisions to this report will be allowed after 90 days of the report date.

TEST DATE:

3/4/11

CONDITIONING:

Item conditioned as per 16 CFR 1633. Time Out of Conditioning Room: 10 minutes or less

RESULTS:

Results can be found on the following pages and only apply to the sample tested.

CONCLUSION:

The sample tested complies with the requirements of 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF SGS - NORTH AMERICA, INC.

**KSM** 

Engineering Technician / Test Operator

Fire Technology Department Manager

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## Test Procedure and Results

## PROCEDURE:

The sample was conditioned before testing for 48 hours at  $70^{\circ}\text{F} \pm 5^{\circ}\text{F}$  and a relative humidity less than 55%.

The mattress was placed on a metal test frame inside a test room having dimensions of 10' X 12' with and 8' high ceiling. The mattress and frame were located on the wall opposite the doorway. The room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



**RESULTS:** 

SS27754P Sample:

3/4/11 Test Date:

Data:  Measurement Type A	<u>Initial</u> Value	Maximum Value	<u>Time</u> Occurred	Allowed Value	<u>Pass / Fail</u>
Ceiling Temp	74	112	0:01:06	,m	-
(°F) Heat Release Rate	0	23	0:01:10	200	PASS
(kW) Total Heat Release –	0	4.3	0:10:00	15.0	PASS
First 10 Min (MJ)		4.0			

Total Test Time, (hr:min:sec): 0:30:00

Please reference Figure 1 and 2 for graphical representation of the Heat Release Rate Value and Total Heat above.

## **OBSERVATIONS:**

- 1:53pm Start of Test
- 1:54pm Burners removed
- 1:55pm Low all
- 1:57pm Steady and slow flame progression
- 2:24pm End of Test



## **GRAPHICAL RESULTS:**

Heat Release Rate vs. Time Client: Bob Barker Sample ID: SS27754P

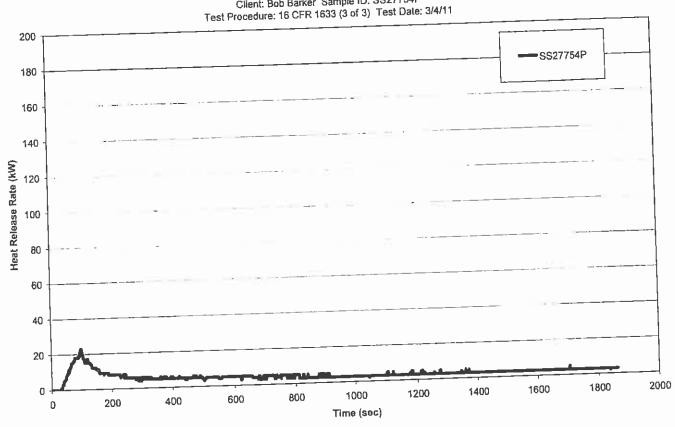


Figure 1. Heat Release vs. Time Graph

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**GRAPHICAL RESULTS: (Cont.)** 

Total Heat vs. Time Client: Bob Barker Sample ID: SS27754P

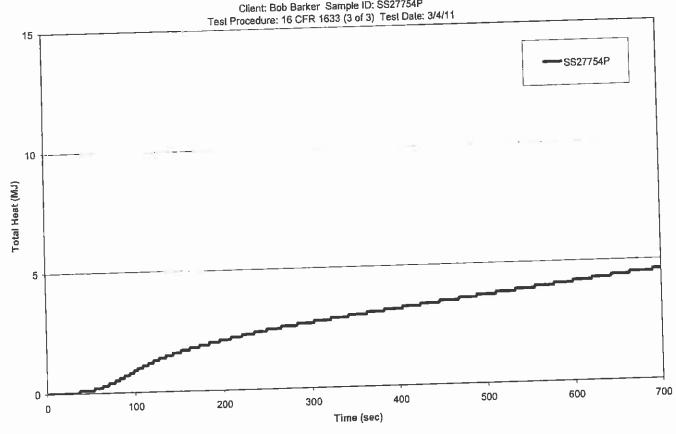


Figure 2. Total Heat vs. Time Graph

Page 5 of 6

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## **PHOTOS:**



PHOTO 1. Mattress Before Testing to 16 CFR 1633













PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

## **End of Report**

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# GENERAL CONDITIONS OF SERVICE

#### Genoral 1.

- (a) Unless observing agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other petric entity or (ii) are mandatory provisions of local law, all offers or services and all resulting contractual relationships to behave any of the abilitated companies of SGS SA or any of their agents (soch a "Company") and Otient has converted the provisions of services therefore the law of contractions of services therefore the provision of the provision (the "Contractual Relationship(s)") shall be governed by these general conditions all service (hereinster the General Conditions').
- (b) The Company may perform services for persons or entitles (private, public or povernmentall) issuing instructions (fearthrafter, the "Ollant").
- (a) Unless the Company receives prior written instructions to the convery from Client, no other party is critical to give instructions, particularly on the scope of the sentens or the delivery of reports or certificates restraing therefrom (the "Reports of Findings"). Client hereby inevocably authorises the Company to deliver Reports of Findings to a unity party witers to instructed by Client or, at its decretion, where it implicitly follows from plantages to the cultimate law party witers. from circumstances, tade custom, usage or practice.

#### Provision of Services 2.

- (a) The Company will provide services using reasonable care and sist and in accordance with Climit's specific instructions as confirmed by the Company or, in the absence of such instructions:
  - (1) the terms of any standard order form or standard specification effect of the Company; entitler
  - eny relevant trade custom, usage or precioe; end/or
  - such methods as the Company shall consider appropriate on technical, operational and/or inancial grounds.
- (b) Information stated in Paperts of Findings is derived from the results of inspector or resting procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other drawnstances which should in our professional opinion be taken into accusant.
- Reports of Findings issued further to the lesting of samples contain the Company's opinion on those only and do not express any opinion upon the lot from which the samples were drawn. samples only and do not ex
- (c) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the trird party's intervention and to lorward the results, or confirm the occurrence, of the Intervention. Client agrees that the Company is not responsible for the condition of calibration of apparatus, histruments and measuring devices used, the analysis methods applied, the qualifications, autions or onlissions of third party personnel or the enalysis results.
- (e) Reports of Findings Issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the attention parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are cutside the specific instructions received or atternative parameters applied.
- (f) This Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- (g) Should Company receive documents reflecting engagements contracted between Offent and third parties or third party documents, such as copies of sale contracts, letters of credit, bits of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations. accepted by the Company.
- (h) Client acknowledges that the Company, by providing the services, neither lakes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, chirdges, shrugates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.
- All samples shall be retained for a maximum of 3 months or such other shorter time period as the All samples shall be retained for a maximum of 3 months or such other shoots are pende as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall hour a storage charge payable by Client, Clicuit will be bitled a handing and testight fee if samples are returned. Special disposal charges will be bitled to Client Vincurred.
- Obligations of Client

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the destred intervention) to enable the required services to be performed;
- procure as necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services; procure all necessary access for the Company's representatives to the premises where the services
- supply, il required, any epecial equipment and personnel necessary for the performance of the services;
- ansure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely. In this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or lesting including, for example, presence or risk of radiation, toxic or noticus or explosive claments or materials, environmental politikan or poisons;
- fully exercise all its rights and discharge all its lightifies under any relevant sales or other contract with a third party and at law.
- Fees and Payment 4.
- (a) Fees not established between the Company and Client at the time the order is pleased or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.
- (b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 50 days from the relevant invoice date or within such other period as may be established by the Company in the throice (the "Due Date") at fees due to the Company fating which histerest will become due at a rate of 1.5% per month (or such other rate as may be established in the Invoice) from the Due Date up to and including the date payment is
- Client shall not be entitled to retain or detail payment of any sums due to the Company on account of any dispute, counter dainn or set off which it may stage against the Company.

- Company may elect to bring action for the collection of unpiled fees in any court having competent jurisdiction.
- Client shall pay all of the Company's collection costs, including attorney's test and retated costs.
- (i) In the event any unbreaseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Otient and shall be entitled to charge additional fees to cover outra time and cost necessarily incurred to complete the services.
- (g) If the Company is unable to perform all or part of the sorvious for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:
  - the amount of all non-returdable expenses incurred by the Company; and
  - (2) a proportion of the agreed les equal to the proportion of the sarvices actually carried out.
- Suspension or Termination of Services

The Company statis is entitled to immediately and writinal liability editor suspend or imminate provision of the services in the event of:

- ) faiture by the Client to compty with any of its obligations hereunder and such takune is not mediad within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, benivuptcy, insolvency, reselvership or cossetion of business by Oteni.
- Lishlily and Indemnification
- Unitation of Uability: (a)
  - (1) The Company is neither an insurer nor a guaranter and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate. insurance.
  - (2) Reports of Findings are listuad on the basis of information, documents and/or samples provided by, or on behalf of, Client and obley for the benefit of Client who is responsible for odings as itsees from the basis of such Reports of Findings. Neither the Company nor any of its odings, employees, agents or subcontractors shall be flable to Client nor any finding party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, emmenus, incomplete, misleading or take information provided to the Company.
  - (3) The Company shall not be fiable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control industing failure by Client to comply with any of its old gations hereunder.
  - (4) The liability of the Company in respect of any claim for loss, duringe or expense of any neture and however arising shall in no circumstances accessed a total aggregate sum equal to 10 times the smooth of the tee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local cumency), whichever's the lesser;
  - (5) The Company shall have no liability for any indirect or consequential loss including without finited on loss of profits, loss of business, loss of apportunity, loss of goodwit and cost of product read. It shall further have no liability for any loss, damage or expense anxing from the claims of any third party (including, without limitation, product liability daims) that may be located to the China.
  - (6) In the event of any daim, Client must give written notice to the Company within 30 days of discovery of the facts slieged to justify such datin and, in any case, the Company shall be discharged from all liability for all datins for loss, change or expense unless suit is brought within one year imm:
    - the date of performance by the Company of the service which gives rise to the
    - the data when the service should have been completed in the event of any
  - (b) Indemnification: Client shall guarantee, hold narmities and indemnify the Company and its officers, employees, agents or subcontractors agethst all claims (actual or theatened) by any third party for loss, damage or expense of whosesever nature including all legal expenses and related costs and howesever arising telating to the performance, pumorted performance or non-performance, of any

- (a) If any one or more provisions of these General Conditions are found to be flegal or unantionceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entire, encourage or make any offer to Company's employees to leave their not directly or indirectly entire. employment with the Company.
- d) Use of the Company's corporate name or registered media for advertising purposes is not remitted without the Company's prior written authorisation.
- Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in correction with Connectual Pletafonshifo(s) hereunder shall be governed by the substantive laws of Switzariand exclusive of any rules with respect to conflicts of laws and be limitly satisful under the Fulles of Artiflation of the International Chamber of Commande by one or more profusions appointed in accordance with the said rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

#### Special Condition

Notwithstanding the provisions of clause 8 above, all disputes arising out of or in connection with Contractural Relationship(s) hereunder shall be governed by the substantive laws of New Jersey exclusive of city rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, each party to bear its own costs. The arbitration shall take place in Rucherford, New Jersey.



Element Materials Technology 662 Cromwell Avenue St Paul, MN 55114-1720 USA P 651 645 3601 F 651 659 7348 T 888 786 7555 info.stpaul@element.com element.com

# CALIFORNIA TECHNICAL BULLETIN 129 / ASTM E1590

BOB BARKER COMPANY INC JIM STOREY P.O. BOX 429 FUQUAY VARINA, NC 27526 Tested By: Thomas Wilson Certified by: Brent L. Larson

It is our policy to retain components and sample remnants for a minimum of 14 days from the report date, after which time they may be discarded. NOTE: all full scale flammability samples are discarded upon completion of the testing. The data herein represents only the item(s) tested. This certificate shall not be reproduced, except in full, without the written approval of the laboratory.

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This project shall be governed exclusively by the General Terms and Conditions of Sale and Performance of Testing Services by Element Materials Technology. In no event shall Element Materials Technology be liable for any consequential, special or indirect loss or any damages above the cost of the work.

Sample ID: SS30754P

Report Number: 30161 15-ESP018854.2.TB129 January 30, 2015 Page 1 of 7 EAR-CONTROLLED DATA



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# OPEN FLAME EVALUATION - CA TB 129 / ASTM E1590

# TEST RESULTS SUMMARY:

This report presents the results of a full scale open flame test conducted on the following.

PROJECT#:	30161 15-ESP018854 BOB BARKER
TEST SEQUENCE #:	2
TEST CONFIGURATION:	Open HOOD
PRODUCT MANUFACTURER OF SUPPLIER:	BOB BARKER COMPANY INC
Sample ID:	SS30754P
TEST AREA: temp ("F) / R.H. (%): CONDITIONING ROOM: temp ("F) / R.H. (%): TIME OUT OF CONDITIONING (removal / test start - total):	71 / 20 72 / 50 01:17 PM / 01:23 PM - 6 minutes
TOTAL INITIAL MASS (kg):	6.90
TEST DATE:	01-28-2015
COMMENTS:	
Test Operator:	THOMAS WILSON
Witness:	

Test Results	Data	Criteria	Pass/Fail
Peak rate of heat release (kW):	25.7	100 KW	Pass
Time @ peak release (mm:ss):	02:23		
Total heat released @ 10 min (MJ):	4.8	25.0 MJ	Pass
Total mass loss @ 10 min (kg):	0.1	1.4 kg (3.0 lbs)	Pass
Peak rate of smoke release (m²/s):	0.17		
Time @ peak smoke (mm:ss):	01:35		
Total smoke released @ 10 min (m²):	18.3		

# PASS/FAIL CRITERIA: (CA TB 129 only)

PEAK RATE OF HEAT RELEASE SHALL NOT EQUAL OR EXCEED 100 kW TOTAL HEAT RELEASED AT 10 MINUTES SHALL NOT EQUAL OR EXCEED 25 MJ MASS LOSS DUE TO COMBUSTION AT 10 MINUTES SHALL NOT EQUAL OR EXCEED 1.4 KG (3 LBS)

Sample ID: SS30754P

EAR-CONTROLLED DATA Page 2 of 7 January 30, 2015 Report Number: 30161 15-ESP018854.2.TB129



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# STANDARD TEST PROCEDURE:

This test was conducted in accordance with California Technical Bulletin 129 / ASTM E1590, a brief summary is detailed below:

The mattress was allowed to condition for at least 48 hours in conditions compliant with California technical bulletin 129 (temperature - 73°F ± 5°F / relative humidity - 50% ± 5%). The instrumentation was calibrated and zeroed prior to the evaluation. After the specimen was placed on the bed frame, the burner alignment procedure was performed. Data logging and video were obtained for 2 minutes prior to burner ignition. The burner application time was 180 seconds. Upon completion of the flame application time, the burner unit was removed from the test area.

The test proceeded until either all combustion had ceased, 60 minutes had passed or the development of a fire of such size as to require suppression for the safety of the facility.

	Equipment	Calibration due date: 06-11-15
Gas Analyzer	3/11. 000200	Calibration due date: 00-11-15
Dry Test Meter	s/n: 09L001965	Calibration due date: 02-27-15
DIV TESCIVICION		

### REMARKS:

Due to the nature of the test, the specimen was discarded upon completion of the procedure.

Tested by:

**Thomas Wilson** Engineering Technician

remen Wilson

Sleep System Evaluation

Certified by:

Brent L. Larson

Manager

Sleep System Evaluation

Brent & Larson

Phone: (651) 659 - 7218



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# OBSERVATIONS:

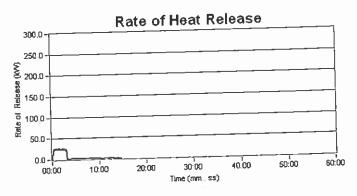
Time (mm : ss)	Observation	
00:00	Burner ON	
01:17	Flaming Droplets	
03:00	Burner OFF	
07 : 16	All signs of combustion have ceased	
07:17	IR 242.0	
12:19	IR 101.1	
14 : 51	Test Completed	

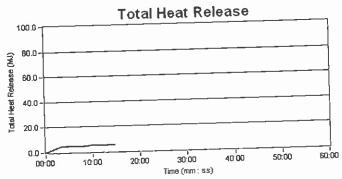
Sample ID: SS30754P

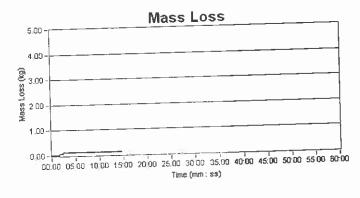
Report Number: 30161 15-ESP018854.2.TB129 January 30, 2015 Page 4 of 7 EAR-CONTROLLED DATA

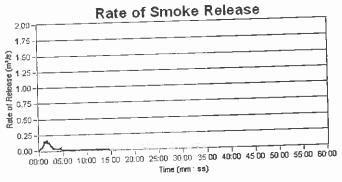
## **GRAPHS**:

element<sup>-</sup>









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TEST PHOTO: BEFORE TEST



TEST PHOTO: DURING BURNER IGNITION



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# **TEST PHOTO: AFTER 5 MINUTES**



**TEST PHOTO:** AFTER 10 MINUTES



# ChemCare Laboratory Report

Property	Test Method	Test Results
EPA Registration #'s	64881-1	Free of Heavy Metals and Arsenicals
Base Fabric	Nylon Knit	
Anti-Fungal Inhibition Bacteria Resistance	AATCC Method 30-1988	Pass
Activity Reduction % Staph Aureus (Gram +) Kleb. Pneumoniae (Gram -)	AATCC Method 147 – 1988	Pass
Flame Resistance	BS 7175 – Crib 5	Pass
Cigarette Ignition	16 CFR, Part 1632	Class B Barrier
Hydrostatic Head	ISO 1420	>200
Moisture Vapor Transmission (G/m2/1hr)	ASTM E96	5.0
Tear Strength, lbs.	ISO 4674 Test Performed After	W-7.5 F-7.9
Tensile STrength. lbs.	Material stetched ISO 1421	W-119 F-54
% Elongation At 65 lbs		W-> 175 % F-> 290 %
Weight (oz/sq/yd)	Fed Std. 191 Method 5041	9.25oz./sq. yd.
Flex Resistance	ISO 5402	200,000 cycles– No Loss Of Quality



# Flame-Chek Supreme Mattress w/Pillow

Fuquay-Varina, NC 27526 PH: 1-800-334-9880 Fax: 1-800-322-7537 www.bobbarker.com

SS257545P SS277545P SS307545P

### General Specs

- General Description: Sealed Seam Poly Core, Pillow Mattress. 4.5 inch thickness, unique design allows for greater suppleness to provide superior comfort. All seams RF Welded; all seams are internal except the end-closing seam to protect from fluids and tampering. Vent location is concealed to deter tampering or damaging. Vent is designed to allow air to flow in and out of the mattress without the penetration of fluids or solids.
- Color: : Ocean Blue, non-fading, non-bleeding
- Sizes: 25" W x 75" L x 4.5" H; 27" W x 75" L x 4.5" L; 30" W x 75" L x 4.5" H
- Weight: 25" W 11 lbs.; 27" W 13.6 lbs.; 30" W 15.5 lbs.
- Seams: 100% Sealed Seams (Absolutely No Stitching)
- Cleansing: Wipes clean with soap and water, or properly diluted disinfectant—do not launder.
- Flammability: meets and exceeds the requirements of:
  - o California Technical Bulletin 129
  - California Technical Bulletin 121
  - 16 CFR Part 1633
- Construction: Constructed with a single piece of vinyl, all seams sealed using Radio Frequency Techniques.
- Country of Origin: Made in USA

### Core Specs

- Material: 100% Polyester Fiber Pad
- General Description: Made of thermally bonded polyester fiber. No chemicals or additional ingredients are added during the processing of this product.
- Composition: Memory-Fiber Core of Densified Polyester that will recover to its original shape (will not bottom out).
- Weight: 13 oz. core
- Core does not contain hazardous chemical by-products 100% recyclable "green"

### Cover Specs

- Material: Thermal Polyurethane Coated Nylon Fabric, Will not crack
- Thickness: 25 mil
- Weight: 7.2 oz. per sq yard
- Flammability: exceeds requirements of BS7175-Crib 5, NFPA 701, CAL 117 and 16 CFR 1632
- Seam Strength: in excess of 33lbs/in
- Breathable Vent: Sealed on the inside of the cover (Resists water, oil, urine, blood, head lice)
  - Located on the foot of the mattress to discourage tampering
- Anti-Fungal Inhibition AATCC Method 30-1988 Pass
- Bacteria Resistance AATCC Method 147-1988 Pass
- Water Resistant: Resist Liquid, body waste and hospital medications
- Dimensional Stability: Warranty against cracking
- Tear Strength: Excellent tear strength
  - o ISO 4674 W\*-5.1 F\*\*-7.8
  - Flex resistance: ISO 5402

200,000 cycles - no loss of quality

- Breaking Strength: Construction designed for ticking fabrics (vinyl fabrics).
  - $F^{**} 45 lbs. /in.$ W\* - 146 lbs. /in.
- Primary Skin Irritation test Draize Dermal result -Non Allergenic.

Warp is the scrim running length of the fabric.

<sup>\*\*</sup>Fill is the scrim running the width of the fabric



P O Box 429 Fuquay-Varina, NC 27526

September 30, 2015

To Whom It May Concern:

Please be advised that the Bob Barker Company, Inc. is the manufacturer and sole source distributor of the Flame Chek® Supreme Sealed Seam Mattresses. This mattress is constructed with a single piece of fabric guaranteed not to crack and all seams are sealed using Radio Frequency Techniques. This mattress contains a breathable concealed vent to discourage tampering and an exclusive pillow design. Item numbers referenced on our website and in our catalog are as follows:

- ❖ SS257545P
- ❖ SS277545P
- ❖ SS307545P

For information or pricing on any of these products, please contact our Bob Barker Sales Department at 1-800-334-9880 or our Bids Department at 1-800-235-8586.

The above are stock sizes, custom sizes are available, please inquire with our sales or bids teams.

Sincerely,

Sharon Watson

Sharon Watson Product Manager Bob Barker Company Inc.

(919) 346-2124 sharonwatson@bobbarker.com



### TEST REPORT

CLIENT:

Bob Barker Co. PO Box 429

Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:

2328231-1

Date:

March 11, 2011

SUBJECT:

Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID:

One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as

containing the following items:

Model Name: SS27754P

Test 1 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No

revisions to this report will be allowed after 90 days of the report date.

TEST DATE:

3/4/11

CONDITIONING:

Item conditioned as per 16 CFR 1633. Time Out of Conditioning Room: 10 minutes or less

RESULTS:

Results can be found on the following pages and only apply to the sample tested.

CONCLUSION:

The sample tested complies with the requirements of 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF SGS - NORTH AMERICA, INC.

**KSM** 

Engineering Technician / Test Operator

Fire Technology Department Manager

Page 1 of 6

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# Test Procedure and Results

### PROCEDURE:

The sample was conditioned before testing for 48 hours at  $70^{\circ}\text{F} \pm 5^{\circ}\text{F}$  and a relative humidity less than 55%.

The mattress was placed on a metal test frame inside a test room having dimensions of 10' X 12' with and 8' high ceiling. The mattress and frame were located on the wall opposite the doorway. The room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



RESULTS:

SS27754P Sample:

3/4/11 Test Date:

Data: Measurement	Initial	Maximum	<u>Time</u> Occurred	Allowed Value	<u>Pass / Fail</u>
Type A	<u>Value</u>	<u>Value</u>			
Ceiling Temp	73	107	0:01:00	-	-
(°F) Heat Release Rate	0	23	0:01:03	200	PASS
(kW) Total Heat Release –	0	4.3	0:10:00	15.0	PASS
First 10 Min (MJ)					

Total Test Time, (hr:min:sec): 0:30:00

Please reference Figure 1 and 2 for graphical representation of the Heat Release Rate Value and Total Heat above.

## **OBSERVATIONS:**

- 12:34pm Start of Test
- 12:35pm Burners removed
- 12:36pm Low all
- 12:43pm Candle flames
- 1:05pm End of Test

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# **GRAPHICAL RESULTS:**

Heat Release Rate vs. Time Client: Bob Barker Sample ID: SS27754P

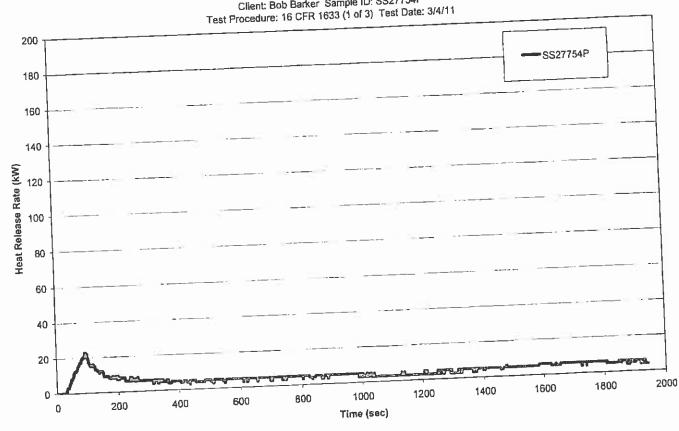


Figure 1. Heat Release vs. Time Graph

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**GRAPHICAL RESULTS: (Cont.)** 

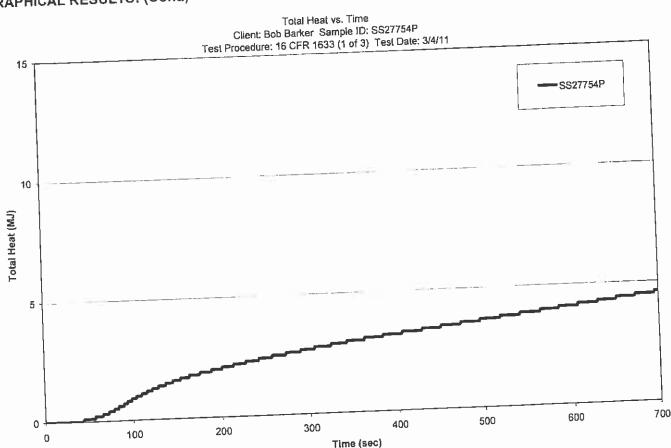


Figure 2. Total Heat vs. Time Graph

### PHOTOS:

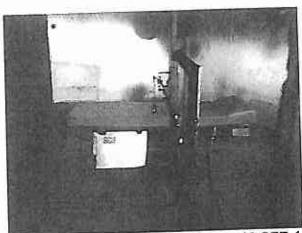


PHOTO 1. Mattress Before Testing to 16 CFR 1633













PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

### **End of Report**

### Page 6 of 6

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# GENERAL CONDITIONS OF SERVICE

### General 1.

- (a) Unless otherwise aground in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, at offers or services and at resulting contractual relationship between any of the attitude of the General Conditions ).
- (b) The Corriginity may perform services for persons or entitles (private, public or governmental) issuing instructions (hereinafter, the "Client").
- (c) Unless the Company receives prior written instructions to the centrary from Client, no other pany is entitled to give instructions, periodically on the scope of the services or the devery of reports or certificates resulting time-from (the "Reports of Findings"). Client hereby introvoeby authorises the Company to deliver Reports of Findings to a titled porty where so instructed by Client or, all its discretion, where it implicitly follows from discurrent arcss, rade custom, usage of practice.

### Provision of Services

- (a) The Company will provide services using reasonable cere and sxill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
  - mis of any standard order form or standard specification sheet of the Company, and/or
  - (2) any relevant trade custom, usage or practice; end/or
  - such methods as the Company shall consider appropriate on technical, operational antifor
- (b) Information stated in Reports of Flindings is derived from the maints of inspectant or testing propedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, hade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- (c) Reports of Pridings issued further to the lessing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- (d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's solar responsibility is to be present at the time of the titld party's intervention and to forward the results, or confirm the occurrence, of the Intervention, Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, ections or emissions of third party personnel or the analysis results.
- (e) Reports of Fridings issued by the Company will reseat the facts as recorded by it at the time of its intervention only and within the firsts of the Instructions received or, in the absence of such instructions, within the limits of the absence or parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are cutside the specific instructions received or elternative parameters applied.
- (f) The Company may delegate the performance of all or put of the services to an agent or subcontractor and Clark authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- (a) Should Company receive doduments reflecting angegenerus contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bits of leding, etc., they are considered to be for information only, and do not extend or restrict the except of the services or the obligations. accepted by the Company.
- (h) Client acknowledges that the Company, by providing the services, netter takes the place of Client or any third pany, no releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third pany or that of any third party to Client.
- (i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise deposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall frour a storage charge payable by Client, Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client II incurred.

### Obligations of Client

### The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any evant not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstedes to, or intemptions in, the performance of the services;
- supply, it required, any special equipment and personnel necessary for the periometrics of the services;
- ensure that all necessary measures are taken for safety and security of working conductors, sites and relations during the performance of services and will not rely, in this respect, on the Company's advice the resolution of the control of the whether required or not;
- biform Company in advance of any known hazards or dangers, actual or potential, associated with any order of samples or leading including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- flutly exercise of its rights and discharge all its flabilities under any relevant sales or other contract with a (i) fully exercise third party and ot law.
- Fees and Payment
- Fees not established between the Company and Client at the time the order is placed or a contract is ad shall be at time Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Clani.
- (b) Unless a shorter period is established in the involve, Client will promptly pay not later than 30 days from the relayant twolve date or within each other period as may be established by the Company in the involve (the Due Date) at least on the Company failing which interest will become due at a rate of 1.9% per month (or such other rate as may be established in the involve) from the Due Date up to and including the date payment is
- (c) Citera shall not be entitled to retain or deter payment of any sums due to the Company on account of any dispute, counter daim or set off which it may allege against the Company.

- (d) Company may elect to being ection for the collection of unpaid less in any court having comparent jurisdiction.
- Client shall pay all of the Company's collection costs, including attorney's less and ratated costs. (B)
- (f) In the event any unicroseon problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional less to cover that a time and cost necessarily incurred to complete the services.
- (g) If the Company is unable to perform all or part of the services for any causa whatsoever outlide the Company's control inducing failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:
  - the amount of all non-miuridable expenses incurred by the Company; and
  - a proportion of the agreed less equal to the proportion of the services actually carried out.
- Suspension of Termination of Service

The Company shall be entitled to immediately end without liability either suspend or territriate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- any suspension of payment, errangement with creditors, bankrupby, inscreency, receivership or cassation of business by Charit.
- Liability and Indomnification
- Umitation of Liablity:
  - The Company is neither an insurer nor a guarantor and disclaims all tability in such capacity. Clarical seeking a guarantee against loss or durage should obtain appropriate
  - (2) Reports of Findings are issued on the basis of Information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for sading as it sees if on the basis of sum. Reports of Findings, Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any find party for any officers, employees, agents or subcontractors shall be liable to Client nor any find party for any exclusions taken or not taken or ms basis of such Reports of Findings nor for any inconceditestake asking from unclear, emanatus, incomplete, misteading or lates information provided to the Company.
  - (3) The Company shall not be fable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including feiture by Client to comply with any of its obligations hereunder.
  - (4) The fability of the Company in respect of any claim for loss, damage or expense of any nature and howsover arising shall in no droumstances exceed a total egyregate sum equal to 10 free the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.
  - (5) The Company shall have no tablety for any indirect or consequential loss including without irritation loss of profits, loss of business, loss of opportunity, loss of goodwit and cost of product receit. Is shall little have no liability for any loss, damage or expense arising from the datins of any trind party (including, without timitesion, product liability datins) that may be incorrectly the officer. incurred by the Client.
  - (6) In the event of any daint, Chant must give written notes to the Company within 30 days of discovery of the facts aleged to fusily such claim and, in any case, the Company shall be discharged from all tability for all claims for loss, damage or expones unless suit is brought within one year from
    - the date of performance by the Company of the service which gives rise to the
    - the data when the service should have been completed in the event of any alleged non-performance.
  - indemnification: Client shall guarantee, hold harmless and indemnify the Company and its (b) recentification: Client shall guarantee, hold harmless and indemsify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for lost, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever enting relating to the performance, purposed performance or non-performance, of any environment.

### Miscellaneous

- (a) If any one or more provisions of these General Conditions are found to be Regal or unemforesable in any respect, the velicity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (b) During the course of providing the services and for a period of one year therealter Client strell not directly or indirectly entire, pricourage or make any offer to Company's employees to leave their amployment with the Company.
- Use of the Company's corporate name or registered mades for advantaing purposes is not termited without the Company's prior written authorisation.
- Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in commodion with Contractual Patrionship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any nites with respect to commodia of laws and be finally settled under the Rules of Arbhaton of the international Chamber of Commore by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

### Special Condition

Notwinstanding the provisions of datase 8 above, all disputes arising out of or in correction with Contractual Relationship(s) harounder shall be governed by the substantive laws of New Jersey condustive of any rutas with respect to conflicts of laws and be finally satisful under the Rules of Arbhration of the International Chamber of Commerce by one or more arbhrations appointed in accordance with the said Rules, each party to bear its own costs. The arbhration shall take place in Runsaford, New Jersey.



### TEST REPORT

CLIENT:

Bob Barker Co.

PO Box 429

Fuguay Varina, NC 27526

Attn: Carla Parker

**Test Report No:** 

2328231-2

Date:

March 11, 2011

SUBJECT:

Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID:

One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as

containing the following items:

Model Name: SS27754P

Test 2 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No

revisions to this report will be allowed after 90 days of the report date.

TEST DATE:

3/4/11

CONDITIONING:

Item conditioned as per 16 CFR 1633. Time Out of Conditioning Room: 10 minutes or less

RESULTS:

Results can be found on the following pages and only apply to the sample tested.

CONCLUSION:

The sample tested complies with the requirements of 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF SGS - NORTH AMERICA, INC.

**KSM** 

Engineering Technician / Test Operator

Fire Technology Department Manager

Page 1 of 6

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# Test Procedure and Results

### PROCEDURE:

The sample was conditioned before testing for 48 hours at  $70^{\circ}\text{F} \pm 5^{\circ}\text{F}$  and a relative humidity less than 55%.

The mattress was placed on a metal test frame inside a test room having dimensions of 10' X 12' with and 8' high ceiling. The mattress and frame were located on the wall opposite the doorway. The room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



**RESULTS:** 

SS27754P Sample:

3/4/11 Test Date:

Data:					
Measurement Type <sup>A</sup>	<u>Initial</u> <u>Value</u>	<u>Maximum</u> <u>Value</u>	Time Occurred	Allowed Value	Pass / Fail
Ceiling Temp	78	101	0:01:01		-
(°F) Heat Release Rate	0	22	0:01:04	200	PASS
(kW) Total Heat Release		2.6	0:10:00	15.0	PASS
First 10 Min (MJ)					

Total Test Time, (hr:min:sec): 0:30:00

Please reference Figure 1 and 2 for graphical representation of the Heat Release Rate Value and Total Heat

## **OBSERVATIONS:**

- 1:11pm Start of Test
- 1:12pm Burners removed
- 1:13pm Low all
- 1:15pm Steady and slow flame progression
- 1:42pm End of Test

Page 3 of 6

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## **GRAPHICAL RESULTS:**

# Heat Release Rate vs. Time Client: Bob Barker Sample ID: SS27754P

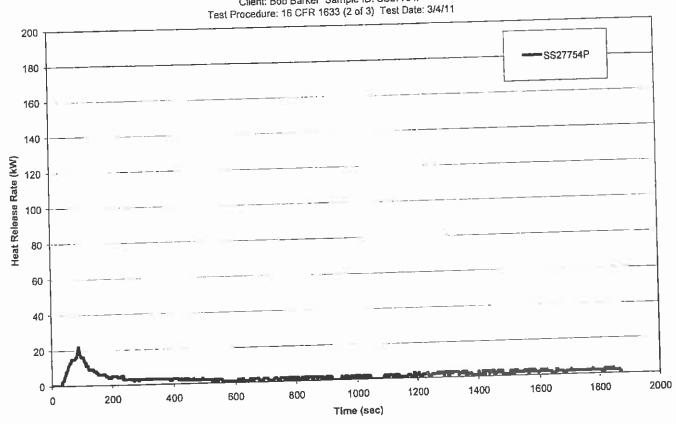


Figure 1. Heat Release vs. Time Graph

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**GRAPHICAL RESULTS: (Cont.)** 

Total Heat vs. Time Client: Bob Barker Sample ID: SS27754P

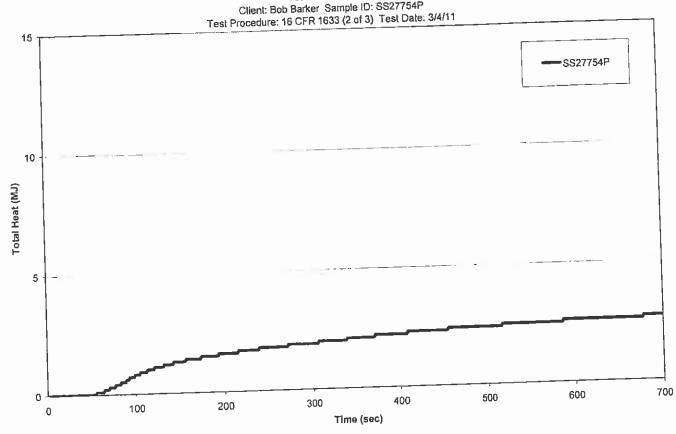


Figure 2. Total Heat vs. Time Graph



### PHOTOS:

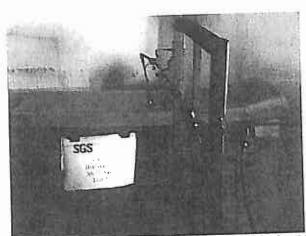


PHOTO 1. Mattress Before Testing to 16 CFR 1633













PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

# End of Report

Page 6 of 6

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<a href="https://www.sgs.com/terms">www.sgs.com/terms</a> e
<a href="https://www.sgs.com/terms</a> e test report refer only to the sample(s) tested and such sample(s) are retained for 90 days only.

# GENERAL CONDITIONS OF SERVICE

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services parformed on behalf of governments, government bodies or any other public only or (i) the mandatory providens of local faw, at offers or services and all resulting contracted relationship(s) between any of the afficial companies of SGS SA or any of their agents (seath a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (harehalter the "General Conditions").

# (b) The Company may perform services for persons or entitles (private, public or governments) issuing instructions (hereinalist, the "Client").

(c) Unless the Company receives prior written instructions to the contrary from Citent, no other perty is **artified to** give instructions, particularly on **the scope** of the services or the dislivery of reports or certificates resulting therefrom (the "Reports of Findings"). **Client** hereby irrevocably authorises the Company to **deliver** Reports of Findings to a third party where so instructed by Citent or, at its discretion, where it implicitly **tollows** from circumstances, take custom, usage or practice.

### provision of Services

- (a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
  - (1) the terms of any standard order form or standard specification sheet of the Company; and/or
  - (2) any relevant trade custom, usage or practice; establish
  - (3) such methods as the Company shall consider appropriate on lectrical, operational and/or financial grounds.
- (b) Information stated in Reports of Prictings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Clant, and/or our assessment of cuch results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account
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- (f) The Company may delegate the performance of all or part of the services to an agent of subcontractor and Ceant authorises Company to disclose all information necessary for such performance to service or an expension. the agent or subcontractor.
- (a) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit bits of lading, etc., frey are considered to be for information only, and do not extend or restrict the scope of the services or the obligations. accepted by the Company.
- (n) Client admonstrates that the Company, by providing the services, nether takes the pace of Client or any third party, not releases them from any of their codigations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party in Client.
- (i) All samples shall be retained for a meathnum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's dispretion after which time Company shall cease to have any responsibility for such samples. Stongs of samples for more than 3 months shall hour a stongs change payable by Client. Client will be bitled a handing and freight fee it samples are returned. Special disposal changes will be bitled to Client (finatured.)

### Obligations of Client

- (a) ensure that sufficient information, instructions and documents are given in due that (and, in any avent not later than 48 hours prior to the desired intervention) to anable the required services to be performed;
- (b) produre all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remady any obstacles to, or interruptions in, the performance of the services;
- supply, it required, any special equipment and personnel recessary for the performance of the servi-
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advices
- Inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or leating including, for example, presance or risk of radiation, todo or notious or explosive elements or materials, environmental poliution or poisons;
- (f) Luty exercise at its rights and discharge at its lightless under any retervant eales or other contract with a third pany and at law.

### Food and Payment

- (a) Fees not established between the Company and Client at the time the order is paced or a contract is neglocitied shall be at the Company's standard rates (which are subject to change) and at applicable taxes shall be payable by Client.
- (b) Unless a shorter period is established in the involce, Client will promptly pay not later than 30 days from the relevant involce date or within such other period as may be established by the Company in the involce (fix Fubur Cate) at less due to the Company failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the involce) from the Due Date up to and including the date payment is contributed in the contribute of the contribute of
- (c) Clean shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter defin or set off which it may allege against the Company.

- Company may elect to bring action for the collection of unpaid feet in any court having compatent Julian
- Client shall pay all of the Company's collection costs, including atterney's less and retailed costs. (a)
- (f) In the event any untoposeen problems or expenses erise in the course of carrying but the services the Company shall endeavour to inform Client and shall be entitled to charge additional tees to cover entire time and cost necessarily incurred to complete the services.
- (a) If the Company is unable to perform all or part of the services for any cause whatcoever outside the Company's control victuating fature by Client to comply with any oil its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:
  - the amount of all non-retundable expenses incurred by the Company; and
  - (2) a proportion of the agreed tea equal to the proportion of the services actually carried out.

### Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) Lighton by the Chert to comply with any of its obligations have index and such failure is not remedied within 10 days that notice of such failure has been notified to Chert or
- ) eny suspension di payment, arangament with creditors, bankruptcy, fractivancy, receiveratio or assiston of business by Client.
- Liability and indemnification

### (e)

- The Corroany is neither an insurer nor a guaranter and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurerces.
- [2] Reports of Findings are Issued on the basks of Information, documents ander samples provided by, or on behalf of, Claint and solely for the benefit of Crient who is responsible for acting as it sees if on the basks of such Reports of Findings. Neither the Company nor any office offices, employees, agains or subcontractors shall be fields to Claim nor any first pany for any actions taken or not taken on the basks of such Reports of Findings nor for any incorrect results entitle from undear, enterious, incomplete, misleading or false information provided to the Company.
- (d) The Company shall not be fable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.
- (4) The liability of the Company in respect of any claim for loss, damage or exponse of any nature and however arising shall in no obcurristances exceed a total aggregate sum equal to it times the amount of the fee paid in respect of the specific service which gives rise to such datim or US\$20,000 (or its equivalent in local currency), whichever is the lassor.
- (5) The Company shall have no liability for any indirect or consequences loss including without smithon loss of pooks, loss of business, loss of opportunity, loss of goodwill and cost of product recall, it shall further have no field by for any loss, damage or expense adding from the datins of any Wird party (notucing, without limitation, product liability dains) that may be incurred by the Client.
- (6) In the event of any daim, Crieck must give written notice is the Company with: 30 days of discovery of the lacks alloged to justify such daim and, in any case, the Company shall be discharged from all fability for all cialms for loss, damage or expense unless suit is brought. within one year from
  - the date of performance by the Company of the service which gives rise in the
  - the data when this service should have been completed in the event of any alleged non-parformance
- (b) <u>Indemnification</u>: Client shall guarantee, hold harmiess and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by try third party for loss, domage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any properties. pervices.

- (a) If any one or more provisions of these General Conditions are bound to be likegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impared thereby.
- (b) During the course of providing the services and for a period of one year thereafter Client shall not diseasy or indirectly entities, encourage or make any offer to Company's employees to leave their employment with the Company.
- (c) Use of the Company's copporate name or registered marks for advertising purposas is not permitted without the Company's prior written authorisation.

## Governing Law, Jurisdiction and Disputa Resolution

Linkess specifically agreed oftenwise, all disputes arising out or in connection with Connectual Publishonship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any nules with respect to conflict of laws and be finally settled under the Rules of Arbharlon of the international Chamber of Commerce by one or more arbitrators appointed in accordance with the exid nules. The arbitration shall take place in Paris (France) and be conducted in the English language.

### Special Condition

Notwithstanding the provisions of claimse 8 shows, all disputes arising cut of or in connection with Contraction Relationship(s) increander shall be governed by the substantive taws of New Jersey exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, each party to bear its own costs. The arbitration shall take place in Rutherford, New Jersey.



### TEST REPORT

CLIENT:

Rob Barker Co. PO Box 429

Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:

2328231-3

Date:

March 11, 2011

SUBJECT:

Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID:

One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as

containing the following items:

Model Name: SS27754P

Test 3 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No

revisions to this report will be allowed after 90 days of the report date.

TEST DATE:

3/4/11

CONDITIONING:

Item conditioned as per 16 CFR 1633. Time Out of Conditioning Room: 10 minutes or less

**RESULTS:** 

Results can be found on the following pages and only apply to the sample tested.

CONCLUSION:

The sample tested complies with the requirements of 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF SGS - NORTH AMERICA, INC.

**KSM** 

Engineering Technician / Test Operator

Fire Technology Department Manager

Page 1 of 6

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# Test Procedure and Results

### PROCEDURE:

The sample was conditioned before testing for 48 hours at  $70^{\circ}\text{F} \pm 5^{\circ}\text{F}$  and a relative humidity less than 55%.

The mattress was placed on a metal test frame inside a test room having dimensions of 10' X 12' with and 8' high ceiling. The mattress and frame were located on the wall opposite the doorway. The room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



**RESULTS:** 

SS27754P Sample:

3/4/11 **Test Date:** 

Data:					
Measurement Type <sup>A</sup>	<u>Initial</u> <u>Value</u>	<u>Maximum</u> <u>Value</u>	<u>Time</u> Occurred	Allowed Value	Pass / Fail
Ceiling Temp	74	112	0:01:06	-	-
(°F) Heat Release Rate	0	23	0:01:10	200	PASS
(kW) Total Heat Release –	0	4.3	0:10:00	15.0	PASS
First 10 Min (MJ)		1			

Total Test Time, (hr:min:sec): 0:30:00

Please reference Figure 1 and 2 for graphical representation of the Heat Release Rate Value and Total Heat above.

## **OBSERVATIONS:**

- 1:53pm Start of Test
- 1:54pm Burners removed
- 1:55pm Low all
- 1:57pm Steady and slow flame progression
- 2:24pm End of Test

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# **GRAPHICAL RESULTS:**

Heat Release Rate vs. Time Client: Bob Barker Sample ID: SS27754P

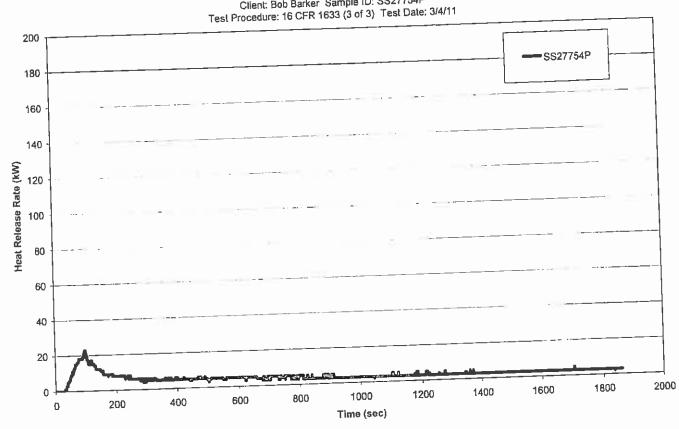


Figure 1. Heat Release vs. Time Graph

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**GRAPHICAL RESULTS: (Cont.)** 

Total Heat vs. Time Client: Bob Barker Sample ID: SS27754P

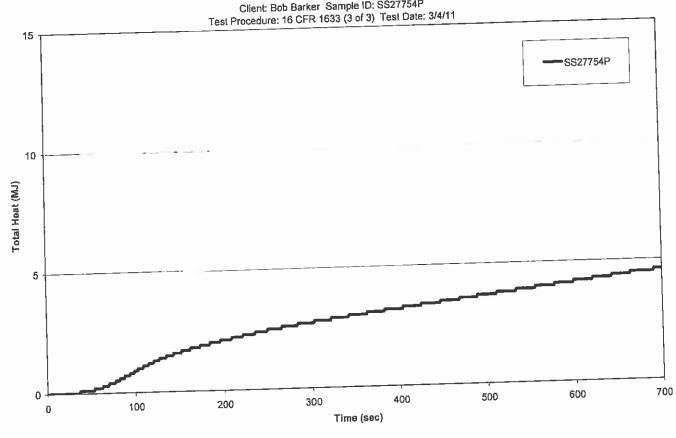


Figure 2. Total Heat vs. Time Graph

Page 5 of 6

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### PHOTOS:



PHOTO 1. Mattress Before Testing to 16 CFR 1633













PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

### **End of Report**

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# GENERAL CONDITIONS OF SERVICE

### General 1.

- (a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services parformed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers our services and all resulting contractual relationships. Desivers any of the allighted companies of SCSS SA or any of their agents (sect) a "Company') and Client the information and report of sectionships. (the "Contractual Reasonship(s)") shall be governed by these general conditions of service (hereination the General Conditions").
- (b) The Company may perform services for persons or emittee (private, public or governmental) issuing instructions (translation, the "Client").
- (c) Unless the Company receives prior written instructions to the convery from Client, no other party is ended to give instructions, particularly on the scope of the services or the delivery of reports or certificates enditing merition (the "Reports of Findings"). Clant hereby inevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly tollows the particular transfer the endition of the party where so instructed by Client or, at its discretion, where it implicitly tollows. from circumstances, trade custom, usage or practice.

### Provision of Services 2

- (a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
  - (1) the terms of any standard order form or standard specification sheet of the Company; anxion
  - (2) eny relevant trade custom, usage or practice; and/or
  - such methods as the Company shall consider appropriate on technical, operational and/or financial grounds
- (b) Information stated in Paperts of Facings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, hade custom or practice, or other circumstances which should in our
- (c) Reports of Findings issued further to the testing of samples contain the Company's opinion on these samples only and do not express any opinion upon the full from which the samples were drawn.
- (d) Should Client request that the Company witness any third party intervention, Client agrees that he Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the Intervention. Client agrees that the Company is not responsible for the condition or calcration of apparatus, instruments and measuring devices used, the enalysis methods appointed, the qualifications, actions or omissions of trird party personnel or the enalysis results.
- (c) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its Intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in cause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or a literature of companies or confidence. received or alternative parameters applied.
- (f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Chen authorises Company to disclose all information necessary for such performance to the agent or automiracion.
- (a) Should Company receive documents reflecting engagoments contraded between Client and third parties or third party documents, such as copies of sale contrade, letters of oracit, bits of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations. eccepted by the Company.
- (h) Client admonisorate that the Company, by providing the services, neither takes the place of Crent or any tritid party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any taky of Client to any third party or that of any fixed party to Client.
- All samples shall be retained for a maximum of 3 months or such other sharter time period as the All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and time naturned to Client or otherwise disposed of at the Company's discretion after which time Company's discretion safety responsibility for such samples. Storage of samples for more than 3 months shall hour a storage phange payable by Client. Client will be bitled a handing and treight see if samples are returned. Special disposed charges will be bitled to Client if incurred.

### 3. Obligations of Client

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the
- supply, it required, any operate equipment and personnal magestary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in the respect, on the Company's advice whether required or not;
- inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or leating including, for example, presence or risk of radiation, toxic or narious or explosive elements or reaterials, environmental poliution or poisons;
- (f) bully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

### 4.

- (a) Fees not established between the Company and Client at the time the order is placed or a contract to negotiated shall be if the Company's standard rates (which are subject to change) and all applicable taxes shall be in the Company's standard rates (which are subject to change) and all applicable taxes shall be in the Company's standard rates (which are subject to change). be payable by Client.
- (b) Unless a shorter period is established in the involce, Client will promptly pay not later then \$0 days from the relevant involce date or within such other period as may be established by the Company in the involce (the Thoe Date?) at less due to the Company lating which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is established.
- (c) Client shall not be entitled to retain or deter payment of any sums due to the Company on account of any dispute, counter daim or set off which it may allege against the Company.

- Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- Client shall pay all of the Company's collection costs, including attorney's less and related costs.
- In this event any unforeseen problems or expenses arise in the course of carrying out the inter Company shall end avoid to Inform Client and shall be engled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- (g) If the Company is unable to perform all or part of the services for any cause whatsoever custode the Company's control including failure by OSent to comply with any of its obligations provided for in clause 3 above the Company shall revertisfuss be entitled to payment of:
  - (i) the amount of all non-retundable expenses incurred by the Company; and
  - a proportion of the agreed less equal to the proportion of the services actually carried out.
- Suspension or Termination of Services

This Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the sivent of:

- (a) failure by the Clant to comply with any of its obligations haveunder and such failure is not remedied within 10 days that notice of such failure has been notified to Cifent; or
- any suspension of payment, amangement with creditions, benivouply, insulversy, receivership or allon of business by Client.
- Liability and Indomnification

### <u>Limitation of Liability:</u>

- (1) The Company is neither an insurer nor a guarantit and disclaims all lightly in such capacity. Clarks seeking a guarantee against loss or damage should obtain appropriate
- [2] Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for saming as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, openies or subcontractors shalf be flable to Client nor any titling party for any actions taken or not taken on the basis of such Reports of Findings not for any incorrect results arising from unclear, emonetics, incomplete, misleading or lates information provided to the Company.
- (3) The Company shall not be liable for any delayed, partial or total non-performance of the services straing directly or indirectly from any event outside the Company's control inducting failure by Client to comply with any of its obligations hereunder.
- (4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no droumstances exceed a total aggregate sum equal to 10 times the amount of the lesipad in respect of the specific service which gives rise to auch claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.
- (5) The Company shall have no liability for any Indiaect or consequential loss including without finitiation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall hather have no liability for any loss, damage or expense arising from the datins of any third party (including, without limitation, product liability claims) that may be incurred by the Client
- (b) In the event of any daim, Clent must give written notice to the Company with 30 days of discovery of the facts elegad to justify such daim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought. within one year from:
  - the date of performance by the Company of the service which gives rise to the elaint of
  - the data when the service should have been complated in the event of any alleged non-performance.
- (b) <u>Indermitication</u>: Client shall guarantee, hold framiless and indermity the Company and its officers, employees, agents or succontractors agents at define (actual or threatened by any third purpler loss, demage or expense of whatsoever nature including all legal expenses and related dots and humanower arising relating to the performance, purported performance or non-performance, of any expenses.

### 7.

- (a) If any one or more provisions of these General Conditions are found to be illegal or unemforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not provide the interpretable for the provided themselve. in any way be allegted or impaired thereby.
- (b) During the course of providing the services and for a period of one year finerealter Client shall not directly or indirectly entice, encourage or make any offer to Company's amployees to leave their employment with the Company.
- (c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

## Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) horeunder shall be governed by the substantive laws of Switzenfand exclusive of any noise with respect to conflict of laws and be finally satisful under the Rules of Arbitration of the international Chamber of Commerce by one or more arbitrations appointed in accordance with the seld nutes. The arbitration shall take place in Paris (France) and be conducted in the English language.

### Special Condition

Notwithstancing the provisions of clause 8 above, all disputes arising out of or in connection with Contractual Relationship(s) her cunder shall be governed by the substantive law; of New Jersey exclusive of any rules with respect to conflicts of laws and be finally solded under the Rules of Arbitration of the International Chamber of Commisco by one or more arbitrators appointed in accordance with the said Rules, each party to bear its own costs. The arbitration shall take place in Rulesford, New Jersey.



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# CALIFORNIA TECHNICAL BULLETIN 129 / ASTM E1590

BOB BARKER COMPANY INC JIM STOREY P.O. BOX 429 FUQUAY VARINA, NC 27526 Tested By: Thomas Wilson Certified by: Brent L. Larson

It is our policy to retain components and sample remnants for a minimum of 14 days from the report date, after which time they may be discarded. NOTE: all full scale flammability samples are discarded upon completion of the testing. The data herein represents only the item(s) tested. This certificate shall not be reproduced, except in full, without the written approval of the laboratory.

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This project shall be governed exclusively by the General Terms and Conditions of Sale and Performance of Testing Services by Element Materials Technology. In no event shall Element Materials Technology be liable for any consequential, special or Indirect loss or any damages above the cost of the work.

Sample ID: SS30754P

Report Number: 30161 15-ESP018854.2.TB129 January 30, 2015 Page 1 of 7 EAR-CONTROLLED DATA



P 651 645 3601 F 651 659 7348 T 888 786 7555 info.stpaul@element.com element.com

# OPEN FLAME EVALUATION - CA TB 129 / ASTM E1590

# TEST RESULTS SUMMARY:

This report presents the results of a full scale open flame test conducted on the following.

30161 15-ESP018854 BOB BARKER	PROJECT#:
2	TEST SEQUENCE #:
Open HOOD	TEST CONFIGURATION:
BOB BARKER COMPANY INC	PRODUCT MANUFACTURER or SUPPLIER:
SS30754P	Sample ID:
71 / 20 72 / 50 01:17 PM / 01:23 PM - 6 minutes	TEST AREA: temp (°F) / R.H. (%):  CONDITIONING ROOM: temp (°F) / R.H. (%):  IME OUT OF CONDITIONING (removal / test start - total):
6.90	TOTAL INITIAL MASS (kg):
01-28-2015	TEST DATE:
	COMMENTS:
THOMAS WILSON	Test Operator:
	Witness:

Test Results	Data	Criteria	Pass/Fail
Peak rate of heat release (kW):	25.7	100 KW	Pass
Time @ peak release (mm:ss):	02:23		
Total heat released @ 10 min (MJ):	4.8	25.0 MJ	Pass
Total mass loss @10 min (kg):	0.1	1.4 kg (3.0 lbs)	Pass
Peak rate of smoke release (m³/s):	0.17	-	
Time @ peak smoke (mm:ss):	01:35		
Total smoke released @ 10 min (m²):	18.3		

PASS/FAIL CRITERIA: (CA TB 129 only)

PEAK RATE OF HEAT RELEASE SHALL NOT EQUAL OR EXCEED 100 kW
TOTAL HEAT RELEASED AT 10 MINUTES SHALL NOT EQUAL OR EXCEED 25 MJ
MASS LOSS DUE TO COMBUSTION AT 10 MINUTES SHALL NOT EQUAL OR EXCEED 1.4 KG (3 LBS)

Sample ID: SS30754P

Report Number: 30161 15-ESP018854.2.TB129 January 30, 2015 Page 2 of 7 EAR-CONTROLLED DATA



Element Materials Technology 662 Cromwell Avenue St Paul, MN 55114-1720 USA

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# STANDARD TEST PROCEDURE:

This test was conducted in accordance with California Technical Bulletin 129 / ASTM E1590, a brief summary is detailed below:

The mattress was allowed to condition for at least 48 hours in conditions compliant with California technical bulletin 129 (temperature - 73°F ± 5°F / relative humidity - 50% ± 5%). The instrumentation was calibrated and zeroed prior to the evaluation. After the specimen was placed on the bed frame, the burner alignment procedure was performed. Data logging and video were obtained for 2 minutes prior to burner ignition. The burner application time was 180 seconds. Upon completion of the flame application time, the burner unit was removed from the test area.

The test proceeded until either all combustion had ceased, 60 minutes had passed or the development of a fire of such size as to require suppression for the safety of the facility.

	Equipment	00.44.45
Gas Analyzer Dry Test Meter	s/n: 653286	Calibration due date: 06-11-15 Calibration due date: 02-27-15

### REMARKS:

Due to the nature of the test, the specimen was discarded upon completion of the procedure.

Tested by:

Thomas Wilson Engineering Technician

Sleep System Evaluation

news Welson

Certified by:

Brent L. Larson

Manager

Sleep System Evaluation

Brent L Larson

Phone: (651) 659 - 7218



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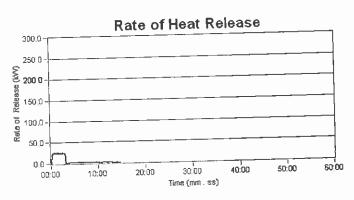
# **OBSERVATIONS**:

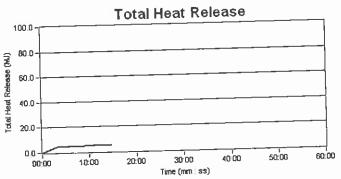
Time (mm : ss)	Observation	
00:00	Burner ON	
01:17	Flaming Droplets	
03:00	Burner OFF	
07 : 16	All signs of combustion have ceased	
07:17	IR 242.0	
12:19	IR 101.1	
14:51	Test Completed	

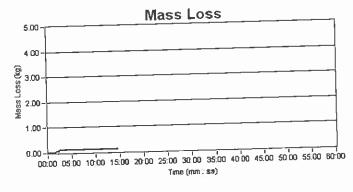
element.com

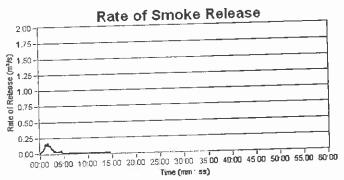


### **GRAPHS**:









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TEST PHOTO: BEFORE TEST



TEST PHOTO: DURING BURNER IGNITION



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# **TEST PHOTO: AFTER 5 MINUTES**



# **TEST PHOTO:** AFTER 10 MINUTES



# **ChemCare Laboratory Report**

<b>Property</b>	Test Method	Test Results
EPA Registration #'s	64881-1	Free of Heavy Metals and Arsenicals
Base Fabric	Nylon Knit	
Anti-Fungal Inhibition Bacteria Resistance	AATCC Method 30-1988	Pass
Activity Reduction % Staph Aureus (Gram +) Kleb. Pneumoniae (Gram -)	AATCC Method 147 – 1988	Pass Pass
Flame Resistance	BS 7175 – Crib 5	Pass
Cigarette Ignition	16 CFR, Part 1632	Class B Barrier
Hydrostatic Head	ISO 1420	>200
Moisture Vapor Transmission (G/m2/1hr)	ASTM E96	5.0
Tear Strength, Ibs.	ISO 4674 Test Performed After	W-7.5 F-7.9
Tensile STrength, lbs.	Material stetched ISO 1421	W-119 F – 54
% Elongation At 65 lbs		W- > 175 % F - > 290 %
Weight (oz/sq/yd)	Fed Std. 191 Method 5041	9.25oz./sq. yd.
Flex Resistance	ISO 5402	200,000 cycles– No Loss Of Quality



# Flame-Chek Supreme Mattress w/Pillow

Fuquay-Varina, NC 27526 PH: 1-800-334-9880 Fax: 1-800-322-7537 www.bobbarker.com

SS257545P SS277545P SS307545P

#### General Specs

- General Description: Sealed Seam Poly Core, Pillow Mattress. 4.5 inch thickness, unique design allows for greater suppleness to provide superior comfort. All seams RF Welded; all seams are internal except the end-closing seam to protect from fluids and tampering. Vent location is concealed to deter tampering or damaging. Vent is designed to allow air to flow in and out of the mattress without the penetration of fluids or solids.
- Color: : Ocean Blue, non-fading, non-bleeding
- Sizes: 25" W x 75" L x 4.5" H; 27" W x 75" L x 4.5" L; 30" W x 75" L x 4.5" H
- Weight: 25" W 11 lbs.; 27" W 13.6 lbs.; 30" W 15.5 lbs.
- Seams: 100% Sealed Seams (Absolutely No Stitching)
- Cleansing: Wipes clean with soap and water, or properly diluted disinfectant—do not launder.
- Flammability: meets and exceeds the requirements of:
  - California Technical Bulletin 129
  - California Technical Bulletin 121
  - 16 CFR Part 1633
- Construction: Constructed with a single piece of vinyl, all seams sealed using Radio Frequency Techniques.
- Country of Origin: Made in USA

#### Core Specs

- Material: 100% Polyester Fiber Pad
- General Description: Made of thermally bonded polyester fiber. No chemicals or additional ingredients are added during the processing of this product.
- Composition: Memory-Fiber Core of Densified Polyester that will recover to its original shape (will not bottom out).
- Weight: 13 oz. core
- Core does not contain hazardous chemical by-products 100% recyclable "green"

#### Cover Specs

- Material: Thermal Polyurethane Coated Nylon Fabric, Will not crack
- Thickness: 25 mil
- Weight: 7.2 oz. per sq yard
- Flammability: exceeds requirements of BS7175-Crib 5, NFPA 701, CAL 117 and 16 CFR 1632
- Seam Strength: in excess of 33lbs/in
- Breathable Vent: Sealed on the inside of the cover (Resists water, oil, urine, blood, head lice)
  - Located on the foot of the mattress to discourage tampering
- Anti-Fungal Inhibition AATCC Method 30-1988 Pass
- Bacteria Resistance AATCC Method 147-1988 Pass
- Water Resistant: Resist Liquid, body waste and hospital medications
- Dimensional Stability: Warranty against cracking
- Tear Strength: Excellent tear strength
  - o ISO 4674 W\*-5.1 F\*\*-7.8
- Flex resistance: ISO 5402

200,000 cycles - no loss of quality

- Breaking Strength: Construction designed for ticking fabrics (vinyl fabrics).
  - $F^{**} 45 \text{ lbs. /in.}$ W\* - 146 lbs. /in.
- Primary Skin Irritation test Draize Dermal result -Non Allergenic.

<sup>\*</sup> Warp is the scrim running length of the fabric.

<sup>\*\*</sup>Fill is the scrim running the width of the fabric.

P O Box 429 Fuquay-Varina, NC 27526

September 30, 2015

To Whom It May Concern:

Please be advised that the Bob Barker Company, Inc. is the manufacturer and sole source distributor of the Flame Chek® Supreme Sealed Seam Mattresses. This mattress is constructed with a single piece of fabric guaranteed not to crack and all seams are sealed using Radio Frequency Techniques. This mattress contains a breathable concealed vent to discourage tampering and an exclusive pillow design. Item numbers referenced on our website and in our catalog are as follows:

- ❖ SS257545P
- ❖ SS277545P
- ❖ SS307545P

For information or pricing on any of these products, please contact our Bob Barker Sales Department at 1-800-334-9880 or our Bids Department at 1-800-235-8586.

The above are stock sizes, custom sizes are available, please inquire with our sales or bids teams.

Sincerely,

Sharon Watson

Sharon Watson Product Manager Bob Barker Company Inc.

(919) 346-2124 sharonwatson@bobbarker.com



### TEST REPORT

CLIENT:

Bob Barker Co. PO Box 429

Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:

2328231-1

Date:

March 11, 2011

SUBJECT:

Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID:

One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as

containing the following items:

Model Name: SS27754P

Test 1 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No

revisions to this report will be allowed after 90 days of the report date.

TEST DATE:

3/4/11

CONDITIONING:

Item conditioned as per 16 CFR 1633. Time Out of Conditioning Room: 10 minutes or less

RESULTS:

Results can be found on the following pages and only apply to the sample tested.

CONCLUSION:

The sample tested complies with the requirements of 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF SGS - NORTH AMERICA, INC.

**KSM** 

Engineering Technician / Test Operator

Fire Technology Department Manager

Page 1 of 6

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# Test Procedure and Results

### PROCEDURE:

The sample was conditioned before testing for 48 hours at 70°F ± 5°F and a relative humidity less than 55%.

The mattress was placed on a metal test frame inside a test room having dimensions of 10' X 12' with and 8' high ceiling. The mattress and frame were located on the wall opposite the doorway. The room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 I/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



#### **RESULTS:**

SS27754P Sample:

3/4/11 **Test Date:** 

Data:					
<u>Measurement</u> Type <sup>A</sup>	<u>Initiał</u> Value	<u>Maximum</u> <u>Value</u>	<u>Time</u> Occurred	Allowed Value	<u>Pass / Fail</u>
Ceiling Temp	73	107	0:01:00	-	-
(°F) Heat Release Rate	0	23	0:01:03	200	PASS
(kW) Total Heat Release –	0	4.3	0:10:00	15.0	PASS
First 10 Min (MJ)	0	4.0			

Total Test Time, (hr:min:sec): 0:30:00

Please reference Figure 1 and 2 for graphical representation of the Heat Release Rate Value and Total Heat above.

# **OBSERVATIONS:**

- 12:34pm Start of Test
- 12:35pm Burners removed
- 12:36pm Low all
- 12:43pm Candle flames
- 1:05pm End of Test



# **GRAPHICAL RESULTS:**

Heat Release Rate vs. Time Client: Bob Barker Sample ID: SS27754P

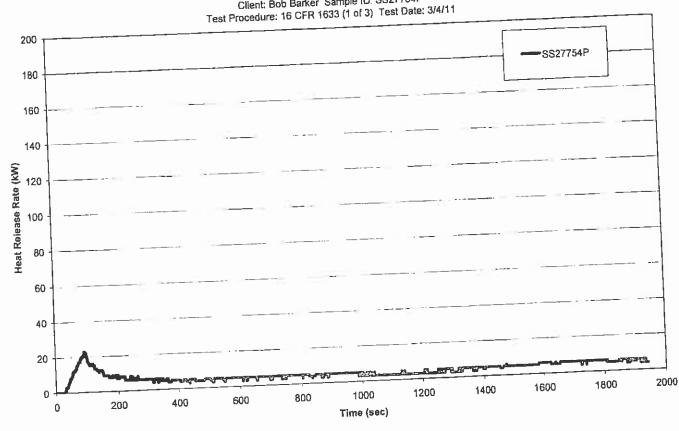


Figure 1. Heat Release vs. Time Graph

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# **GRAPHICAL RESULTS: (Cont.)**

Total Heat vs. Time Client: Bob Barker Sample ID: SS27754P

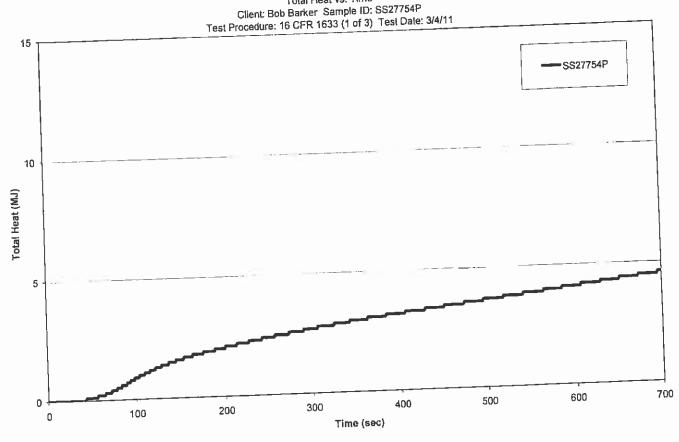


Figure 2. Total Heat vs. Time Graph

Page 5 of 6

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#### PHOTOS:

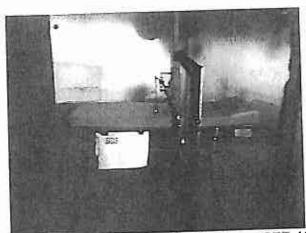


PHOTO 1. Mattress Before Testing to 16 CFR 1633













PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

### **End of Report**

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# GENERAL CONDITIONS OF SERVICE

#### General

- (a) Unless otherwise agrood in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the manoatory provisions of local law, at oftens or services and at resulting contractual relationships) between any of the attract comparise of SGS SA or any of their agents (each a "Company") and Client lowers on the contractual Relationship(e)") shall be governed by these general conditions of service (hardnotter the "General Conditions").
- (b) The Company may perform services for persons or entitles (private, public of governmental) issuing instructions (hereinater, the 'Client').
- (c) Unless the Company receives prior written instructions to the convery from Citest, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or particular resulting thereform (the Reports of Findings'). Client hereby inevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows. from dicumstances, trade custom, usage or practice,

#### Provision of Services

- (a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
  - the terms of any standard order form or standard specification sheet of the Company; and/or
  - (2) any relevant trade custom, usage or practice; end/or
  - such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.
- (b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any tachvical standards, bade custom or practices, or other circumstances which should in our professional opinion be taken into account.
- (c) Reports of Pridings issued further to the lessing of wamples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- (d) Should Client request that the Company witness any third party intervention, Client egrees that the Company's sole responsibility is to be present at the time of the hird party's intervention and to forward the results, or confirm the occurrence, of the Intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or emissions of third party personnel or the analysis results.
- (e) Reports of Fodings issued by the Company will reflect the facts as recorded by it at the time of its intervention and within the limits of the Instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions. received or alternative parameters applied,
- The Company may delegate the performance of all or part of the services to an agent or boontrader and Clorit authorises Company to disclose all information necessary for such parlamence to the agent or subcontractor.
- (b) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bits of lacing, etc., they are considered to be for information only, and do not extend or restrict the stope of the services or the obligations. accepted by the Company.
- (h) Citient acknowledges that the Company, by providing the services, notiner takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, stridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.
- (i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and them neturned to Client or otherwise disposed of all the Company's discretion after which time Company's all cases to heave any responsibility for such samples. Storage of samples for more than 3 months shall focur a storage charge payable by Client, Client will be billed a handing and freight fee if samples are returned. Special disposal charges will be billed to Client if houried.

#### 3. Obligations of Client

- ensure that sufficient information, instructions and documents are given in due time (and, in any event not take than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the netermone of the confidence. performance of the services;
- supply, if required, any apercial equipment and personnal necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, either and installations during the performance of services and will not rely, in the respect, on the Company's advice whether required or not;
- inform Company in advance of any known hazards or dangers, extral or potential, associated with any order of samples or lealing including, for example, presence or risk of radiation, toxic or notious or explosive elements or materials, environmental pollution or poisons;
- fully exercise at its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

#### Fees and Payment

- (a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.
- (b) Unless a shorter period is established in the invoice. Client will promptly pay not later than 30 days from the relayant invoice date or within such other period as may be established by the Company in the invoice (the TOBO Date?) all test due to the Company failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is administrated. actually received
- (c) Citeral shall not be entitled to retain or dester payment of any suits due to the Company on account of any dispute, counter daim or set off which it may allege spaires the Company.

- (d) Company may elect to bring action for the collection of unpaid fees in any court having comparent unadiction.
- Client shell pay all of the Company's collection costs, including attempty's less and related costs
- (f) in the event any unforeseen problems of expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional less to cover exits time and cost recessarily incurred to complete the services.
- (g) If the Company is unable to parform all or part of the services for any causa whatsosver outside the Company's control including letture by Chant to comply with any of its deligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:
  - (i) the amount of all non-refundable expenses incurred by the Company, and
  - (Z) a proportion of the agreed less equal to the proportion of the services educity carried out
- Suspension of Termination of Services

The Company shall be entitled to immediately and without liability either suspend or lemminate provision of the services in the event of:

- (a) faibre by the Cliant to comply with any of its obligations hereunder and such faibre is not remedied within 10 days that notice of such faibre has been notified to Crient; or
- any suspension of payment, errangement with creditions, bankruptcy, brothersty, receivership or cessation of business by Clant.
- Liability and Indomnification

#### Limitation of Liablity:

- (1) The Company is peiner an insurer nor a guaranter and disclaims all leabily in such capacity. Clients seeking a guarantee against loss or durrage should obtain appropriate insurence.
- Placets of Findings are lissued on the basis of information, documents under samples provided by, or on behalf of Chent and solely for the benefit of Chent who is responsible for ading as it sees fill on the basis of such Reports of Findings. Neither the Company nor any of its officers, entropieds, agents or outboonvections shall be liable to Chent nor any find party for any adins state on not taken on the basis of such Reports of Findings nor for any inconsect results satisfaint from unclear, emonators, incomplete, misleading or take information provided to the Company.
- (3) The Company shall not be fable for any delayed, partial or total company's control industing sandcess arising directly or indirectly from any event outside the Company's control industing failure by Client to comply with any of its obligations hereunder.
- (4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howeverse arising shall in no circumstances exceed a total aggregate aum equal to 10 times the emount of the last paid in respect of the specific Service Writin gives rise to such claim or US\$20,000 (or its equivation) in local currency), whichever is the lesser.
- (5) The Company shall have no liability for any Indiand, or consequential loss including without findation loss of profits, loss of business, loss of opportunity, loss of goodwit and cost of product recall, it shall turber have no liability for any loss, damage or expense arising from the dains of any titled party (including, without limitation, product tability claims) that may be incurred by that Client. Incurred by the Client
- (e) In the event of any daint, Client must give written noice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all licitity for all daints for loss, chamage or expense unless suit is brought within one year from:
  - the date of performance by the Company of the service which gives rise to the
  - the data when the service should have been completed in the event of any alleged non-performance
- (b) Indemnification: Client shall guarantea, hold harmless and Indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any filled perty for base, damage or expense of whatsoever nature including all logal expenses and related costs and housewer arising referred to the performance, purported performance or non-performance, of any considere. services.

- (a) If any one or more provisions of those General Conditions are found to be lilegal or unantiforcestate in any respect, the validity, legality and enforcestability of the remaining provisions shall not in any way be affected or impoined thereby.
- (b) During the course of providing the services and for a period of one year nerealist Client that not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.
- (c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written author/seation.
- Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with Contraction Paterionship(s) hereunder shall be governed by the substantive have of Switzerfand explusive of any nules with respect to contract of laws and be finally settled under the Paties of Arbitation of the international Chamber of Commerce by one or more arbitrators appointed in accordance with ine said nules. The arbitration shall take place in Paris (France) and be conducted in the English tampage.

#### Special Condition

Notwinstanding the provisions of clause 8 above, all disputes arising out of or in connection with Confinedual Relationship(s) hereunder shall be governed by the substantive laws of New Jersey exclusive of any rutes with respect to conflicts of laws and be finally satisfed under the Rutes of Arbbration of the International Chamber of Commisce by one or more arbbration appointed in accordance with the said Rules, each party to bear its own costs. The arbbration shall take place in Rutherlond, New Jersey.



### TEST REPORT

CLIENT:

Bob Barker Co.

PO Box 429

Fuguay Varina, NC 27526

Attn: Carla Parker

Test Report No:

2328231-2

Date:

March 11, 2011

SUBJECT:

Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID:

One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as

containing the following items:

Model Name: SS27754P

Test 2 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No

revisions to this report will be allowed after 90 days of the report date.

**TEST DATE:** 

3/4/11

CONDITIONING:

Item conditioned as per 16 CFR 1633. Time Out of Conditioning Room: 10 minutes or less

RESULTS:

Results can be found on the following pages and only apply to the sample tested.

CONCLUSION:

The sample tested complies with the requirements of 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF SGS - NORTH AMERICA, INC.

**KSM** 

Engineering Technician / Test Operator

Fire Technology Department Manager

Page 1 of 6

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# **Test Procedure and Results**

### PROCEDURE:

The sample was conditioned before testing for 48 hours at  $70^{\circ}\text{F} \pm 5^{\circ}\text{F}$  and a relative humidity less than 55%.

The mattress was placed on a metal test frame inside a test room having dimensions of 10' X 12' with and 8' high ceiling. The mattress and frame were located on the wall opposite the doorway. The room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



**RESULTS:** 

Sample:

SS27754P

**Test Date:** 

3/4/11

Data:  Measurement Type A	<u>Initial</u> Value	Maximum Value	<u>Time</u> Occurred	Allowed Value	<u>Pass / Fail</u>
Ceiling Temp	78	101	0:01:01	-	-
(°F) Heat Release Rate	0	22	0:01:04	200	PASS
(kW) Total Heat Release –	0	2.6	0:10:00	15.0	PASS
First 10 Min (MJ)					

Total Test Time, (hr:min:sec): 0:30:00

Please reference Figure 1 and 2 for graphical representation of the Heat Release Rate Value and Total Heat

# **OBSERVATIONS:**

- 1:11pm Start of Test
- 1:12pm Burners removed
- 1:13pm Low all
- 1:15pm Steady and slow flame progression
- 1:42pm End of Test

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### **GRAPHICAL RESULTS:**

Heat Release Rate vs. Time Client: Bob Barker Sample ID: SS27754P

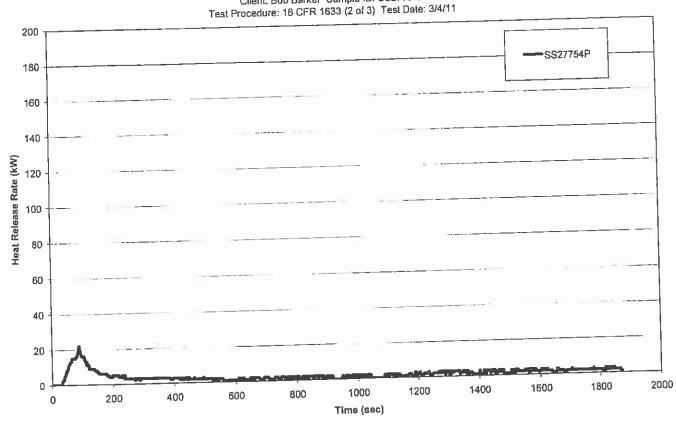


Figure 1. Heat Release vs. Time Graph

Page 4 of 6

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**GRAPHICAL RESULTS: (Cont.)** 

Total Heat vs. Time Client: Bob Barker Sample ID: SS27754P

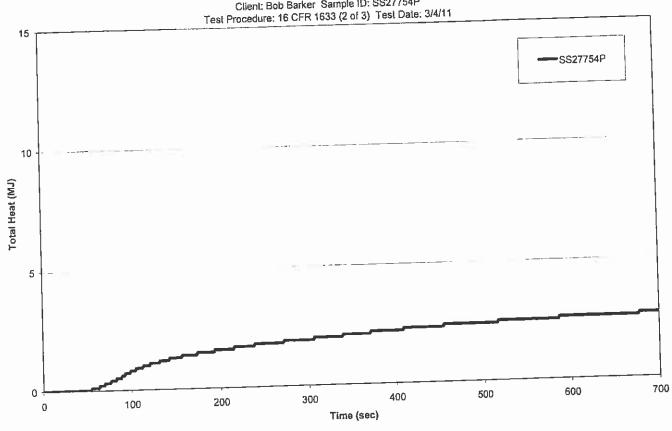


Figure 2. Total Heat vs. Time Graph

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#### PHOTOS:



PHOTO 1. Mattress Before Testing to 16 CFR 1633













PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

### **End of Report**

Page 6 of 6

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# GENERAL CONDITIONS OF SERVICE

#### General 1.

- (a) Unless otherwise expeed in writing or except where they are at variance with (i) the regulations governing services participated on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, at offers or services and all resulting contradual relationship(s) between any of the attituded companies of SGS SA or any of thoir agonts (each a "Company") and Chart (the "Contractual Relationship(s)") shall be governed by those general conditions of service (hardhaller tha Contract (Contractual Relationship(s)). "General Condoons").
- (b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (ferterinaler, the "Claim").
- (c) Unless the Company receives prior which instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the Reports of Endings"). Client haveby irrevocably authorises the Company to deliver Reports of Endings to a triffic party where so instructed by Client or, at its discretion, where (implicitly follows than other party interpretable than one of the procedure of the proce from circumstances, trade qualem, usege or practice.

#### Provision of Services

- (a) The Company will provide services using reasonable care and skill end in accordance with Client's specific instructions as continued by the Company or, in the absence of such instructions:
  - the terms of any standard order form or standard specification sheet of the Company, environ
  - (2) any relevant trade custom, usage or practice; enclos
  - such methods as the Company shall consider appropriate on technical, operational antifor (3) such metho financial grounds.
- (b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- (c) Reports of Findings assued further to the testing of samples contain the Company's opinion on those samples only end do not express any opinion upon the lot from which the samples were drawn.
- (d) Should Client request that the Company witness any third party intervention, Cfert agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calbration of apparatus, instruments and measuring devices used, the enoughs methods applied, the qualifications, actions or ordisolons of third party personnel or the analysis results.
- (e) Reports of Findings issued by the Company will reliect the lacts as recorded by it at the firms of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative perameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or attentiative parameters applied.
- The Company may delegate the performance of all or part of the services to an egent of subcontractor and Chart authorises Company to disclose all information recessary for such performance to the agent or subcontractor.
- (g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, takers of credit, bits of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obliquations. accepted by the Company.
- (ii) Cleat acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their codigations, nor of service assumes, ehridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party in Client.
- (i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and them returned to Client or otherwise disposed of all the Company's disposion after which time Company shall case to have any responsibility for such samples. Strage of samples for more than 3 months shall hour a storage charge payable by Client. Client will be bited a handling and freight fee it samples are returned. Special disposal charges will be bited to Client If incurred.

#### 3. Obligations of Client

#### The Client will

- (a) ensure that sufficient information, instructions and documents are given in due time (end, in any event not later than 48 hours prior to the desired intervention) to enable the required pervices to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take ell necessary steps to eliminate or remady any obstacles to, or interruptions in, the preferrations of this employer. performance of the services;
- supply, il required, any special equipment and personnel necessary for the performance of the earliest;
- (d) ensure that at necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advices the performance of services. whether required or not;
- inform Company in advance of any known hazards or dangers, actual or polential, associated with any order or samples or leating including, for example, presample or risk of radiation, tode or nectous or explosive elements or materials, environmental poliution or poisons;
- fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

- (a) Fees not established between the Company and Otlent at the time the order is paced or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and at applicable laxes shall. be payable by Client.
- (b) Unless a shorer period is established in the involos, Clant will promptly pay not later than 30 days from the relevant involoo date or within such other period as may be established by the Company in the Involos (\$15.70b Date?) at fees due to the Company failing which interest will become due at a rate of 1,5% per morth (or such other rate as may be established in the involoe) from the Due Date up to and including the date payment is
- (c) Client shall not be artified to retain or deler payment of any sums due to the Company on account of any dispute, counter dam or set off which it may allege against the Company.

- Company may elect to bring action for the collection of unpaid lees in any court having compalent jurisdic
- Client shall pay all of the Company's collection costs, including attempty's less and related costs.
- (i) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Cleart and shall be entitled to charge additional less to cover extre time and cost necessarily incurred to complete the services.
- (g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control lactuding failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:
  - the amount of all non-refundable expenses incurred by the Company; and
  - (2) a proportion of the agreed lies equal to the proportion of the services solutally carried out.
- Suspension or Territration of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision

- failure by the Client to comply with any of its obligations harmander and such failure is not died within 10 days that notice of such failure has been notified to Client; or
- any suspension of payment, smangement with creditors, benkruptry, trackency, revivership or sation of business by Clan.
- Liability and indemnification

#### Unitation of Usbilly:

- (1) The Company is neither an insurer nor a guaranter and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate
- Peopots of Friongs are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for adding as it uses it on the basis of such Reports of Friongs. Neither the Company may read to officers, employees, agains or subcontractions help to Flatch to Client for any third party for en-ections taken on tot laken on the basis of such Reports of Friongs nor for any incorrect results satisfying from unclear, erromanus, incomprise, misleading or lates information provided to the Comment.
- (3) The Company shall not be faible for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control individing failure by Citent to comply with any of its obligations hereunder.
- (4) The liability of the Company in respect of any claim for loss, damage or expanse of any nature and however arising shall in no droumstances exceed a total aggregate sum aqual to 10 times the amount of the fee paid in respect of the specific service which gives rise to such defining US\$20,000 (or its equivalent in local currency), whichever is the lasser.
- (5) The Company shall have no liability for any Indirect or consequential tass including without initiation loss of profits, loss of business, loss of opporturity, loss of goodw? and cost of product recall, it shall further have no liability for any loss, damage or expense acting from the claims of any third pany (including, without limitation, product fiscoitly claims) that may be incurred by the Client.
- (6) In the event of any daim, Otient must give written notice to the Company within 30 days of discovery of the facts aloged to justify such daim and, in any case, the Company shall be discharged from at Fability for all claims for loss, damage or appende unless suit is brought within one year from:
  - the date of performance by the Company of the service which gives rise to the
  - the data when the service should have been completed in the event of any alleged non-performa
- (b) Indemnification: Client shall guarantee, Indid harmless and indemnity the Company and its officers, employees, against or subcontractors against all citiens (actual or threatened) by any third purity for loss, duringe or expense of whatspever nature including all legal expenses and related costs and howspower arising relating to the performance, purported performance or non-performance, of any provider.

- (a) If any one or more provisions of these General Conditions are found to be litegal or unenforceable in any respect, the variety, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.
- (c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.
- Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes existing out or in connection with Connectual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any nites with respect to conflicts of laws and be finally selfed under the Priess of Arbhadan of the international Chamber of Commence by one or more arbhadans appointed in accordance with the said rules. The arbhadon shall take place in Paris (France) and be conducted in the English language.

#### Special Condition

Nowthinstanding the provisions of decise 8 above, all disputes arising out of or in connection with Contractival Relationship(s) bendundar shall be governed by the substantive laws of New Jessey enablished of thy rules with respect to conflicts of laws and be finally settled under the Rules of Arbitation of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, each party to bear its own costs. The arbitration shall take place in Rutherford, New Jessey



### **TEST REPORT**

CLIENT:

Bob Barker Co.

PO Box 429

Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:

2328231-3

Date:

March 11, 2011

SUBJECT:

Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID:

One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as

containing the following items:

Model Name: SS27754P

Test 3 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No

revisions to this report will be allowed after 90 days of the report date.

TEST DATE:

3/4/11

CONDITIONING:

Item conditioned as per 16 CFR 1633. Time Out of Conditioning Room; 10 minutes or less

**RESULTS:** 

Results can be found on the following pages and only apply to the sample tested.

CONCLUSION:

The sample tested complies with the requirements of 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF SGS - NORTH AMERICA, INC.

**KSM** 

Engineering Technician / Test Operator

Brian McDonald

Fire Technology Department Manager

Page 1 of 6

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# Test Procedure and Results

### PROCEDURE:

The sample was conditioned before testing for 48 hours at  $70^{\circ}\text{F} \pm 5^{\circ}\text{F}$  and a relative humidity less than 55%.

The mattress was placed on a metal test frame inside a test room having dimensions of 10' X 12' with and 8' high ceiling. The mattress and frame were located on the wall opposite the doorway. The room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 I/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



**RESULTS:** 

Sample: SS27754P

3/4/11 **Test Date:** 

Data:					
Measurement Type <sup>A</sup>	<u>Initial</u> Value	<u>Maximum</u> <u>Value</u>	<u>Time</u> Occurred	Allowed Value	<u>Pass / Fail</u>
Ceiling Temp	74	112	0:01:06	-	-
(°F) Heat Release Rate	0	23	0:01:10	200	PASS
(kW) Total Heat Release –	0	4.3	0:10:00	15.0	PASS
First 10 Min (MJ)				1	

Total Test Time, (hr:min:sec): 0:30:00

Please reference Figure 1 and 2 for graphical representation of the Heat Release Rate Value and Total Heat

# **OBSERVATIONS:**

- 1:53pm Start of Test
- 1:54pm Burners removed
- 1:55pm Low all
- 1:57pm Steady and slow flame progression
- 2:24pm End of Test

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**GRAPHICAL RESULTS:** 

Heat Release Rate vs. Time Client: Bob Barker Sample ID: SS27754P

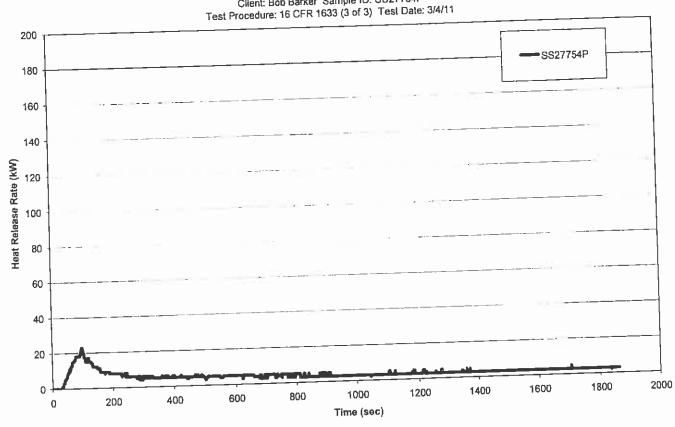


Figure 1. Heat Release vs. Time Graph

Page 4 of 6

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**GRAPHICAL RESULTS: (Cont.)** 

Total Heal vs. Time Client: Bob Barker Sample ID; SS27754P

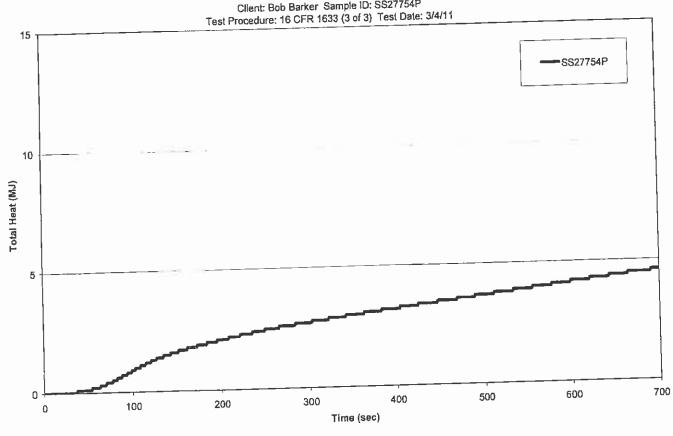


Figure 2. Total Heat vs. Time Graph

Page 5 of 6

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#### PHOTOS:



PHOTO 1. Mattress Before Testing to 16 CFR 1633













PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

### **End of Report**

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# GENERAL CONDITIONS OF SERVICE

- (a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing sendose performed on bothast of governments, government bodies or any other public entry or (ii) the mandatory provisions of local law, all offers or sendoes and all resulting contineous restaurated and any of the afficiency resulting contineous any of the afficient comparises of SGS SA or any of their agents (seath at Company) and Orient the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinster the "General Conditions").
- (b) The Curryany may perform services for persons or entities (private, public or governmental) issuing instructions (terreinater, the "Client").
- (c) Unless the Company receives prior written instructions to the company from Client, no other party is entitled to give instructions, periodicity on the scope of the services or the delivery of reports or periodicals resulting merefrom (the "Peports of Findings"). Client hereby inevocably authorises the Company to deliver. Peports of Findings to a third party where so instructed by Client or, at its discretion, where it Implicity follows into the company and controlled the company of the com from circumstances, tada custoni, usage or practice.
- Provision of Services
- (a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
  - (1) the terms of any standard order form or standard specification sheet of the Company; entitor
  - (2) any relevant trade custom, usage or precion; embler
  - such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.
- (b) Information stated in Peparts of Findings is derived from the metrics of inspection of testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, hade custom or practice, or other circumstances which should in our professional opinion be taken into accessing
- (c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- (c) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or califoration of apparatus, histourients and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the enalysis results.
- Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its (e) Prepare or intolligs issued by the company with remost the rectaint of an area and one of the intervention only and within the limits of the Instructions received or, in the absence of such instructions, within the limits of the advantage parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions. received or alternative parameters applied.
- The Company may delegate the performance of all or part of the services to an agent or subcontractor and Crent authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- (c) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, totters of credit, bits of lading, etc., they are considered to be for information only, and do not extend or results the scope of the services or the obligations. accepted by the Company
- (h) Client admonifedges that the Company, by providing the services, neither takes the place of Client or any third perly, nor releases them from any of their originations, nor otherwise assumes, abridges, abropates or undertakes to discharge anythirty of Client to any third party or that of any third party to Client.
- All samples shall be retained for a maximum of 3 months or such other shorter time period as the All samples shall be retained for a maximum of 3 months or such other shorter time period its the nature of the sample permits and them returned to Client or otherwise disposed of at the Company's ofscretion after which time Company shall cease in have any responsibility for such samples. Storage of samples for more than 3 months shall hour a storage charge payable by Client, Client will be bried a handing and freight lee if samples are returned. Special disposed charges will be bried to Client if incurred.
- 3. Obligations of Clian

#### The Client will:

- ensure that sufficient information, instructions and documents are given in due time (and, in any event not fater than 48 hours prior to the desired intervention) to emibble the required services to be performed;
- (b) Exocure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- supply, if required, any special equipment and personnel neoestary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sizes and installations during the performance of services and will not ray, in the respect, on the Company's advice. whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or polential, essociated with any order or camples or leating including, for example, presence or risk of radiation, toxic or noticus or explosive elements or materials, environmental poliution or poisons;
- fully assertise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.
- Fees and Payment
- (a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all explicable tools shall be at the Company's standard rates (which are subject to change) and all explicable tools shall be payable by Client.
- (b) Unless a charter period is established in the invoice, Cilemt will promptly pay not tater than 50 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the TODE Date?) at less due to the Company lasting which interest will become due at a rate of 1.5% per month (or cuch other rate as may be established in the invoice) from the Due Date up to and including the date payment is setablished. actualy received.
- (c) Client shall not be entitled to retein or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

- Company may elect to bring action for the collection of Unpeid fees in any court having competent jurisd
- Client shell pay all of the Company's collection costs, including attempty's less and related costs.
- In the event any unforcesen problems or expenses arise in the course of certying out the envices the Company shall endeavour to Inform Client and shall be entitled to diarge additional tiess to cover extra time and cost necessarily incurred to complete the services.
- (g) If the Company is unable to perform all or part of the services for any occuse whatsoever outside the Company's control hadroing failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall revertisfies be entitled to payment of:
  - the amount of all non-retundable expenses incurred by the Company; and
  - (2) a proportion of the agrand less equal to the proportion of the services equally carried out.
- Suspension or Termination of Services

This Company shall be entitled to immediately and writtout liability either suspend or terminate provision of the services in the event of

- (a) takure by the Client to comply with any of its obligations himsunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- any suspansion of payment, amangement with precisions, bentrupany, insulvency, receivership or scallion of business by Client.
- Liability and Indomnification
- Limitation of Liability: (a)
  - (1) The Company is neither an insurer nor a guarantor and disclaims all liability in such (ii) the company is resulted an installed now a government and december as example and capacity. Clerks seeking a guarantee against loss or damage should obtain appropriate instruments.
  - (2) Reports of Findings are issued on the basis of information, documents and/or samples provised by, or on behalf of. Client and solely for the benefit of Client who is responsible for sading as tisses fron the basis of score Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be Rable to Client nor any third pany for any actions taken or not taken on the basis of such Reports of Findings nor for any incomed results arising from unclear, empiricus, incomplete, misleading or takes information provided to the Company.
  - (3) The Company shall not be liable for any delayed, partiel or total non-parformance of the services adaing directly or indirectly from any event autiside the Company's control including fellure by Client to comply with any of its obligations hereunder.
  - The liability of the Company in respect of any claim for lose, damage or expense of any nature and howsever arising shall in no directinistances onceed a total aggregate sum aqual to 10 kmes the amount of the last path in respect of the specific service which gives rise to such dain or US\$20,000 (or its equivalent in local currency), whichever is the lesser.
  - (5) The Company shall have no liability for any indirect or consequential loss including without britistion loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall, it shall further have no liability for any loss, damage or exponse a sing from the datine of any third party (including, without limitation, product liability dailins) that may be incurred by the Client.
  - (6) In the overal of any color. Clent trust, give written notice to the Company vitain 30 days of discovery of the facts alleged to justly such delim and, in any case, the Company shall be discharged from all liability for all delims for loss, damage or expense unless sull is brought within one year from:
    - the date of performance by the Company of the service which gives rise to the
    - the date when the service should have been completed in the event of any alleged non-performance
  - (b) Indemnification: Client shall guarantees, hald harmless and indemnify the Company and its officers, employees, against or subcontractors against all claims (abusal or threatened) by any third party for lass, damage or expense of whatsoever nature including all legal expenses and related costs and howeveryer arising relating to the performance, purported performance or non-performence, of any services.

- (a) If any one or more provisions of these General Conditions are found to be flegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (b) During the course of providing the services and for a period of one year thereafter Client shall not clirecity or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company's.
- (c) Liss of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior withen authorisation.
- Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hereunder shall be governed by the autostantive laws of Swizerland exclusive of any nies with respect to conflicts of laws and be linearly settled under the Fules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the set fules. The arbitration shall have place in Paris (France) and be conducted in the English language.

#### Special Condition

Notwithstanding the provisions of clause 8 above, all disputes arising out of or in connection with Contractual Relationship(s) heraunder shall be governed by the substantive laws of New Jersey condustive of any rules with respect to conflicts of laws and be finally satisful under the Rules of Arithmition of the International Charrier of Commerce by one or more arbitrators appointed in accordance with the said Rules, each party to bear is own costs. The arbitration shall take place in Rutherford, New Jersey.



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# CALIFORNIA TECHNICAL BULLETIN 129 / ASTM E1590

BOB BARKER COMPANY INC JIM STOREY P.O. BOX 429 FUQUAY VARINA, NC 27526 Tested By: Thomas Wilson Certified by: Brent L. Larson

It is our policy to retain components and sample remnants for a minimum of 14 days from the report date, after which time they may be discarded. NOTE: all full scale flammability samples are discarded upon completion of the testing. The data herein represents only the item(s) tested. This certificate shall not be reproduced, except in full, without the written approval of the laboratory.

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Sample ID: SS30754P

Report Number: 30161 15-ESP018854.2.TB129 January 30, 2015 Page 1 of 7 <u>EAR-CONTROLLED DATA</u>



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# OPEN FLAME EVALUATION - CA TB 129 / ASTM E1590

# TEST RESULTS SUMMARY:

element

This report presents the results of a full scale open flame test conducted on the following.

	DADIVED.
PROJECT#:	30161 15-ESP018854 BOB BARKER
TEST SEQUENCE #:	2
TEST CONFIGURATION:	Open HOOD
PRODUCT MANUFACTURER or SUPPLIER:	BOB BARKER COMPANY INC
Sample ID:	SS30754P
TEST AREA: temp ("F) / R.H. (%):  CONDITIONING ROOM: temp ("F) / R.H. (%):  TIME OUT OF CONDITIONING (removal / test start - lotal):	71 / 20 72 / 50 01:17 PM / 01:23 PM - 6 minutes
TOTAL INITIAL MACE (kg):	6.90
TOTAL INITIAL MASS (kg):	01-28-2015
TEST DATE: COMMENTS:	
To at On orotor	THOMAS WILSON
Test Operator.	
Witness:	

Test Results	Data	Criteria	Pass/Fail
Peak rate of heat release (kW):	25.7	100 KW	Pass
Time @ peak release (mm:ss):	02:23		
Total heat released @ 10 min (MJ):	4.8	25.0 MJ	Pass
Total mass loss @ 10 min (kg):	0.1	1.4 kg (3.0 lbs)	Pass
Peak rate of smoke release (m²/s):	0.17		
Time @ peak smoke (mm:ss):	01:35		
Total smoke released @ 10 min (m²):	18.3		

PASS/FAIL CRITERIA: (CA TB 129 only)

PEAK RATE OF HEAT RELEASE SHALL NOT EQUAL OR EXCEED 100 kW TOTAL HEAT RELEASED AT 10 MINUTES SHALL NOT EQUAL OR EXCEED 25 MJ MASS LOSS DUE TO COMBUSTION AT 10 MINUTES SHALL NOT EQUAL OR EXCEED 1.4 KG (3 LBS)

Sample ID: SS30754P

EAR-CONTROLLED DATA Page 2 of 7 January 30, 2015 Report Number: 30161 15-ESP018854.2.TB129



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# STANDARD TEST PROCEDURE:

This test was conducted in accordance with California Technical Bulletin 129 / ASTM E1590, a brief summary is detailed below:

The mattress was allowed to condition for at least 48 hours in conditions compliant with California technical bulletin 129 (temperature  $-73^{\circ}F \pm 5^{\circ}F$  / relative humidity  $-50\% \pm 5\%$ ). The instrumentation was calibrated and zeroed prior to the evaluation. After the specimen was placed on the bed frame, the burner alignment procedure was performed. Data logging and video were obtained for 2 minutes prior to burner ignition. The burner application time was 180 seconds. Upon completion of the flame application time, the burner unit was removed from the test area.

The test proceeded until either all combustion had ceased, 60 minutes had passed or the development of a fire of such size as to require suppression for the safety of the facility.

	Equipment	
Gas Analyzer Dry Test Meter	s/n: 653286	Calibration due date: 06-11-15 Calibration due date: 02-27-15

### REMARKS:

Due to the nature of the test, the specimen was discarded upon completion of the procedure.

Tested by:

Thomas Wilson Engineering Technician

nemen Wilson

Sleep System Evaluation

Certified by:

Brent L. Larson Manager

Sleep System Evaluation

Brent & Larson

Phone: (651) 659 - 7218



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# **OBSERVATIONS**:

Observation	
Burner ON	
Flaming Droplets	
Burner OFF	
All signs of combustion have ceased	
IR 242.0	
IR 101.1	
Test Completed	
	Burner ON Flaming Droplets Burner OFF All signs of combustion have ceased IR 242.0

Sample ID: SS30754P

Report Number: 30161 15-ESP018854.2.TB129

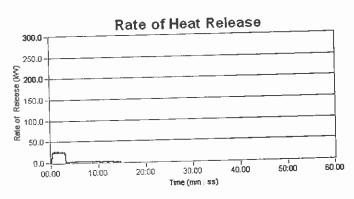
January 30, 2015

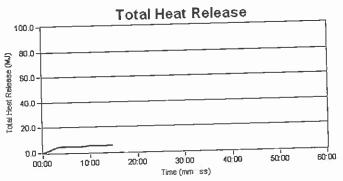
Page 4 of 7

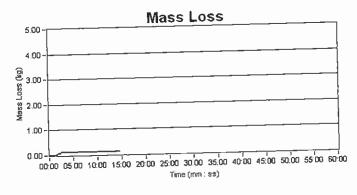
EAR-CONTROLLED DATA

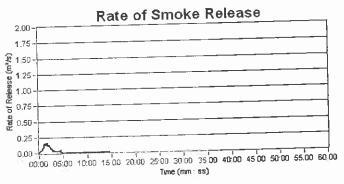


# **GRAPHS**:









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TEST PHOTO: BEFORE TEST



TEST PHOTO: DURING BURNER IGNITION



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### **TEST PHOTO: AFTER 5 MINUTES**



# **TEST PHOTO: AFTER 10 MINUTES**



# **ChemCare Laboratory Report**

<u>Property</u>	Test Method	Test Results
EPA Registration #'s	64881-1	Free of Heavy Metals and Arsenicals
Base Fabric	Nylon Knit	
Anti-Fungal Inhibition Bacteria Resistance Activity Reduction %	AATCC Method 30-1988	Pass
Staph Aureus (Gram +) Kleb. Pneumoniae (Gram -)	AATCC Method 147 – 1988	Pass Pass
Flame Resistance	BS 7175 – Crib 5	Pass
Cigarette Ignition	16 CFR, Part 1632	Class B Barrier
Hydrostatic Head	ISO 1420	>200
Moisture Vapor Transmission (G/m2/1hr)	ASTM E96	5.0
Tear Strength, lbs.	ISO 4674 Test Performed After Material stetched	W-7.5 F-7.9
Tensile STrength, lbs.	ISO 1421	W-119 F – 54
% Elongation At 65 lbs		W- > 175 % F - > 290 %
Weight (oz/sq/yd)	Fed Std. 191 Method 5041	9.25oz./sq. yd.
Flex Resistance	ISO 5402	200,000 cycles– No Loss Of Quality



Flame-Chek Supreme Mattress w/Pillow

Fuquay-Varina, NC 27526 PH: 1-800-334-9880 Fax: 1-800-322-7537 www.bobbarker.com

SS257545P SS277545P SS307545P

#### General Specs

- General Description: Sealed Seam Poly Core, Pillow Mattress. 4.5 inch thickness, unique design allows for greater suppleness to provide superior comfort. All seams RF Welded; all seams are internal except the end-closing seam to protect from fluids and tampering. Vent location is concealed to deter tampering or damaging. Vent is designed to allow air to flow in and out of the mattress without the penetration of fluids or solids.
- Color: : Ocean Blue, non-fading, non-bleeding
- Sizes: 25" W x 75" L x 4.5" H; 27" W x 75" L x 4.5" L; 30" W x 75" L x 4.5" H
- Weight: 25" W 11 lbs.; 27" W 13.6 lbs.; 30" W 15.5 lbs.
- Seams: 100% Sealed Seams (Absolutely No Stitching)
- Cleansing: Wipes clean with soap and water, or properly diluted disinfectant—do not launder.
- Flammability: meets and exceeds the requirements of:
  - California Technical Bulletin 129
  - California Technical Bulletin 121
  - 16 CFR Part 1633
- Construction: Constructed with a single piece of vinyl, all seams sealed using Radio Frequency Techniques.
- Country of Origin: Made in USA

#### Core Specs

- Material: 100% Polyester Fiber Pad
- General Description: Made of thermally bonded polyester fiber. No chemicals or additional ingredients are added during the processing of this product.
- Composition: Memory-Fiber Core of Densified Polyester that will recover to its original shape (will not bottom out).
- Weight: 13 oz. core
- Core does not contain hazardous chemical by-products 100% recyclable "green"

#### Cover Specs

- Material: Thermal Polyurethane Coated Nylon Fabric, Will not crack
- Thickness: 25 mil
- Weight: 7.2 oz. per sq yard
- Flammability: exceeds requirements of BS7175-Crib 5, NFPA 701, CAL 117 and 16 CFR 1632
- Seam Strength: in excess of 33lbs/in
- Breathable Vent: Sealed on the inside of the cover (Resists water, oil, urine, blood, head lice)
  - Located on the foot of the mattress to discourage tampering
- Anti-Fungal Inhibition AATCC Method 30-1988 Pass
- Bacteria Resistance AATCC Method 147-1988 Pass
- Water Resistant: Resist Liquid, body waste and hospital medications
- Dimensional Stability: Warranty against cracking
- Tear Strength: Excellent tear strength
  - o ISO 4674 W\*-5.1 F\*\*-7.8
- Flex resistance: ISO 5402

200,000 cycles - no loss of quality

Breaking Strength: Construction designed for ticking fabrics (vinyl fabrics).

 $F^{**} - 45 \text{ lbs. /in.}$ W\* - 146 lbs. /in.

Primary Skin Irritation test Draize Dermal result -Non Allergenic.

<sup>\*</sup> Warp is the scrim running length of the fabric.

<sup>\*\*</sup>Fill is the scrim running the width of the fabric.



September 30, 2015

To Whom It May Concern:

Please be advised that the Bob Barker Company, Inc. is the manufacturer and sole source distributor of the Flame Chek® Supreme Sealed Seam Mattresses. This mattress is constructed with a single piece of fabric guaranteed not to crack and all seams are sealed using Radio Frequency Techniques. This mattress contains a breathable concealed vent to discourage tampering and an exclusive pillow design. Item numbers referenced on our website and in our catalog are as follows:

- ❖ SS257545P
- ❖ SS277545P
- ❖ \$\$307545P

For information or pricing on any of these products, please contact our Bob Barker Sales Department at 1-800-334-9880 or our Bids Department at 1-800-235-8586.

The above are stock sizes, custom sizes are available, please inquire with our sales or bids teams.

Sincerely,

Sharon Watson

Sharon Watson Product Manager Bob Barker Company Inc.

(919) 346-2124 sharonwatson@bobbarker.com



### TEST REPORT

CLIENT:

Bob Barker Co.

PO Box 429

Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:

2328231-1

Date:

March 11, 2011

SUBJECT:

Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID:

One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as

containing the following items:

Model Name: SS27754P

Test 1 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No

revisions to this report will be allowed after 90 days of the report date.

TEST DATE:

3/4/11

CONDITIONING:

Item conditioned as per 16 CFR 1633. Time Out of Conditioning Room: 10 minutes or less

RESULTS:

Results can be found on the following pages and only apply to the sample tested.

CONCLUSION:

The sample tested complies with the requirements of 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF SGS - NORTH AMERICA, INC.

**KSM** 

Engineering Technician / Test Operator

Fire Technology Department Manager

Page 1 of 6

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# Test Procedure and Results

### PROCEDURE:

The sample was conditioned before testing for 48 hours at 70°F ± 5°F and a relative humidity less than 55%.

The mattress was placed on a metal test frame inside a test room having dimensions of 10' X 12' with and 8' high ceiling. The mattress and frame were located on the wall opposite the doorway. The room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 I/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



RESULTS:

SS27754P Sample:

3/4/11 Test Date:

Measurement  Type <sup>A</sup>	Initial Value	Maximum Value	<u>Time</u> Occurred	Allowed Value	<u>Pass / Fail</u>
Ceiling Temp	73	107	0:01:00	-	-
(°F) Heat Release Rate	0	23	0:01:03	200	PASS
(kW) Total Heat Release –		4.3	0:10:00	15.0	PASS
First 10 Min (MJ)		4.5			

Total Test Time, (hr:min:sec): 0:30:00

Please reference Figure 1 and 2 for graphical representation of the Heat Release Rate Value and Total Heat above.

# **OBSERVATIONS:**

- 12:34pm Start of Test
- 12:35pm Burners removed
- 12:36pm Low all
- 12:43pm Candle flames
- 1:05pm End of Test

Page 3 of 6



# GRAPHICAL RESULTS:

Heat Release Rate vs. Time Client: Bob Barker Sample ID: SS27754P

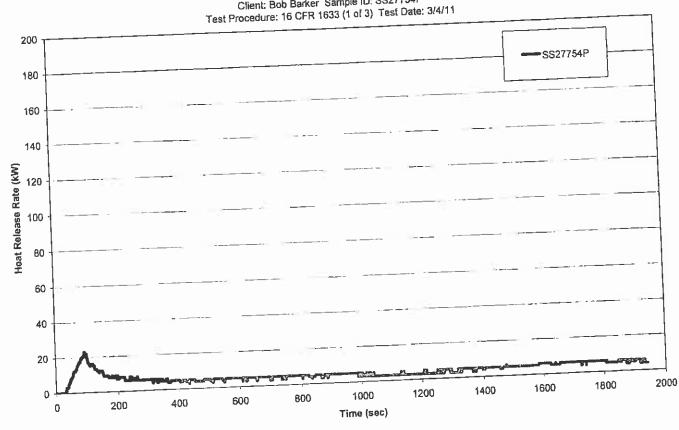


Figure 1. Heat Release vs. Time Graph



GRAPHICAL RESULTS: (Cont.)

Total Heat vs. Time Client: Bob Barker Sample ID: SS27754P

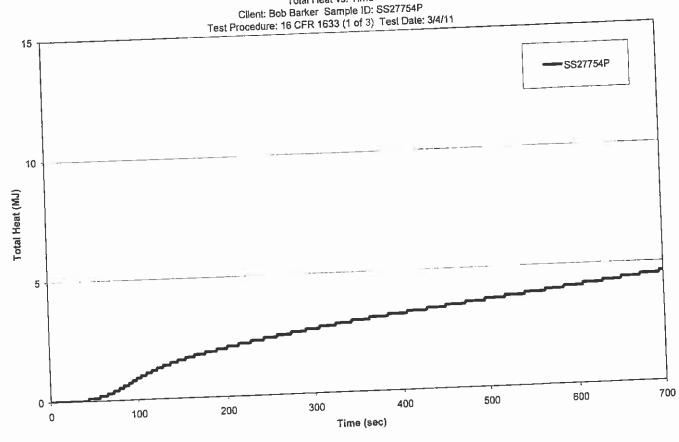


Figure 2. Total Heat vs. Time Graph

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### PHOTOS:



PHOTO 1. Mattress Before Testing to 16 CFR 1633













PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

### **End of Report**

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# GENERAL CONDITIONS OF SERVICE

- (a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodes or any other public entry or (ii) the mandatory provisions of local law, all offices or services and all resulting contractual relationship(s) between any of the difficient companies of SGS SA or any of their agents (each a "Company") and Crient (the "Contractual Relationship(s)") shall be governed by these general conditions of service (herainstitler the "General Conditions").
- (b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (translative, the "Client").
- (c) Unless the Company receives prior written instructions to the convery from Client, no other party is entitled to the instructions, perficularly on the scope of the services or the delivery of reports or certificates resulting functions (the Reports of Findings ). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a triffic party where so instructed by Client or at its description, where it implicitly follows that deliverage activities and the triangle of the control from dictumstances, trade custom, usage or practice.

### Provision of Sarvices 2.

- (a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
  - (1) the terms of any standard order form or standard specification sheet of the Company, and/o
  - (2) any relevant trade custom, usage or practice; end/or
  - such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.
- (b) Information stated in Reports of Findings is derived from the mastrs of inspection or testing procedures partied out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, back custom or practice, or other circumstances which should in our professional opinion be taken into account
- (c) Reports of Findings issued further to the lessing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- (d) Should Client request that the Company witness any third party Intervention, Caent agrees that the Company's sole responsibility is to be present at the time of the faird party's intervention and to forward tha results, or confirm the occurrence, of the Intervention. Often agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring davices used, the analysis methods applied, the quarkations, actions or omissions of third party personnel or the analysis results.
- (e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the timits of the Instructions received or, in the absence of such instructions, within the timits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions. received or alternative parameters applied.
- (i) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Cent authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- (g) Should Company receive documents reflecting engagements controlled between Client and third parties or third party documents, such as copies of sele contracts, letters of credit, bits of lading, sits, they are considered to be for information only, and do not endand or restrict the scape of the services or the obligations. ecoexted by the Company
- (h) Client advantages that the Company, by providing the services, heliter takes the para of Client or any third party, nor releases them from any of their collections, nor changes assumes, abridges, abrogates or undertakes to discharge any duty of Client to any filter pany or that of any third pany to Client.
- All samples shall be retained for a maximum of 3 months or such other shorter fine period as the nature of the sample permits and them returned to Client or otherwise disposed of at the Company's discretion attentivities from Company shall cases to heave any responsibility for such samples. Storage of samples for more than 3 menths shall focur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

### Obligations of Client

### The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 46 hours prior to the deathed intervention) to enable the required services to be performed;
- procure all necessary excess for the Company's representatives to the premises where the services are to be performed and taxe all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the
- supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and society of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- inform Company in advance of any known frazadds or dangers, actual or potential, associated with any order of samples or leating including, for example, presidence or risk of radiation, todo or novious or explosiva elements or materials, environmental pollution or poisons;
- fully exercise of its rights and discharge oil its liabilities under any relevant sales or other contract with a (i) fixity exercise

### Fees and Payment

- (a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Otterd.
- (b) Unless a shorter period is established in the involce, Calent will promptly pay not later than 30 days from the rollwant involce date or within each other period as may be established by the Company in the involce (the "Doe Date") at less due to the Company falling which interest will become due at a rate of 1.5% per month (or such diver rate as may be established in the involce) from the Due Date up to and inducing the date payment is actually received
- (c) Citeral shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter dainn or set off which it may allege against the Company.

- Company may elect to bring action for the collection of unpaid fees in any court having competent juristical
- Client shall pay all of the Company's collection costs, including etternay's less and related costs. (e)
- (f) In the event any unforesean problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Offert and shall be ended to charge additional less to cover enter time and cost necessarily incurred to complete the services.
- (g) If the Company's unable to partern all or part of the services for any cause whatscever outside the Company's control including feiture by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:
  - the emount of all non-refundable expenses incurred by the Company; and
  - (2) a proportion of the agreed les equal to the proportion of the services actually carried out.

### Suspension or Termination of Services

The Company shall be critical to immediately and without habitity either suspend or terminate provision of the services in the event of:

- failure by the Client to comply with any oil its obligations hereunder and such failure is not reclied within 10 days that notice of such failure has been notified to Client, or
- any ausparator of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cassation of business by Otion.
- Liability and Indemnification

### (a)

- (1) The Company is neither an insurer nor a guaranter and deciding all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
- (2) Reports of Findings are issued on the basis of Information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for provided by, or on behalf of soler of soler in the basis of such Reports of Findings. Nother the Company nor any of its colleges, employees, agents or subcontractors shall be fable to Client not any trid party for any officers, employees, agents or subcontractors shall be fable to Client not any trid party for any entire to the party of the party of the party of the party of the party incomediates as a sixty from unclear, emmediate, incomplete, misleading or later information provided to the Chronany.
- (3) The Company shall not be fable for any delayed, pastal or total non-performance of the sandous string directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.
- (4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and however arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the lee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lasser.
- (5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwif and cost of product recall. It shall further have no liability for any loss, demage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.
- (6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts elloyed to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one was from:
  - the date of performance by the Company of the service which gives rise to the
  - the data when the service should have been completed in the event of any
- (b) Indemnification: Offent shall guarantee, hold harmiess and indemnify the Company and its officient, employees, agents or subcontractors against all claims (actual or invasioned) by any third party for tass, damage or expense of whatsoever nature including all legal expenses and related costs and however arising relating to the performance, purported performance or non-performance, of any performance.

### 7.

- If any one or more provisions of these General Conditions are found to be lilegal or inforceability of the remaining provisions shall not recease be affected or involved the other. in any way be affected or impaired thereby.
- (b) During the course of providing the services and for a period of one year thereefter Client strest not directly or indirectly entire, encourage or make any offer to Company's employees to leave their employment with the Company.
- (c) Use of the Company's corporate name or registered marks for advertising purposes is not parmitted without the Company's prior written authorisation.

## Governing Liew, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Unless specifically agreed otherwise, all disputies arising out or in commention with Contracting Patationship(s) because their based by governed by the substantive laws of Switzerland exclusive of an interest with respect to conticts of laws and be finally estiled under the Paties of Arbitation of the international Chamber of Commence by one or more arbitrators appointed in accordance with the said nutes. The arbitration shall take place in Paris (France) and be conducted in the English language.

### Special Condition

Notwinstanding the provisions of datase if above, all disputes arising out of or in connection with Contractual Relationships) hereunder shall be governed by the substantive laws of New Jersey enclusive of any rules with respect to conflicts of laws and be finally setted under the Rules of Arbitration enclusive of any rules with respect to conflicts of laws and be finally setted under the Rules of Arbitration of the International Chember of Commerce by one or more arbitration expolited in accordance with the state Rules, each party to bear its own costs. The arbitration shall take place in Rutharlord, New Jersey.



### TEST REPORT

CLIENT:

Bob Barker Co.

PO Box 429

Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:

2328231-2

Date:

March 11, 2011

SUBJECT:

Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID:

One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as

containing the following items:

Model Name: SS27754P

Test 2 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No

revisions to this report will be allowed after 90 days of the report date.

TEST DATE:

3/4/11

CONDITIONING:

Item conditioned as per 16 CFR 1633. Time Out of Conditioning Room: 10 minutes or less

RESULTS:

Results can be found on the following pages and only apply to the sample tested.

CONCLUSION:

The sample tested complies with the requirements of 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF SGS - NORTH AMERICA, INC.

**KSM** 

Engineering Technician / Test Operator

rian McDonald

Fire Technology Department Manager

Page 1 of 6

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# Test Procedure and Results

### PROCEDURE:

The sample was conditioned before testing for 48 hours at  $70^{\circ}\text{F} \pm 5^{\circ}\text{F}$  and a relative humidity less than 55%.

The mattress was placed on a metal test frame inside a test room having dimensions of 10' X 12' with and 8' high ceiling. The mattress and frame were located on the wall opposite the doorway. The room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



**RESULTS:** 

SS27754P Sample:

3/4/11 Test Date:

Data:					
Measurement Type A	<u>Initial</u> Value	Maximum Value	Time Occurred	Allowed Value	Pass / Fail
Ceiling Temp	78	101	0:01:01		-
(°F) Heat Release Rate	0	22	0:01:04	200	PASS
(kW) Total Heat Release -	0	2.6	0:10:00	15.0	PASS
First 10 Min (MJ)	<u> </u>				

Total Test Time, (hr:min:sec): 0:30:00

Please reference Figure 1 and 2 for graphical representation of the Heat Release Rate Value and Total Heat

### **OBSERVATIONS:**

- 1:11pm Start of Test
- 1:12pm Burners removed
- 1:13pm Low all
- 1:15pm Steady and slow flame progression
- 1:42pm End of Test

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### **GRAPHICAL RESULTS:**

Heat Release Rate vs. Time Client: Bob Barker Sample ID: SS27754P

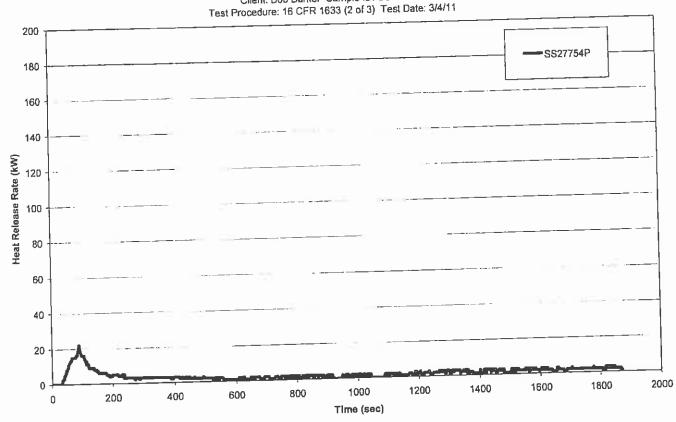


Figure 1. Heat Release vs. Time Graph

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**GRAPHICAL RESULTS: (Cont.)** 

Total Heat vs. Time Client: Bob Barker Sample ID: SS27754P

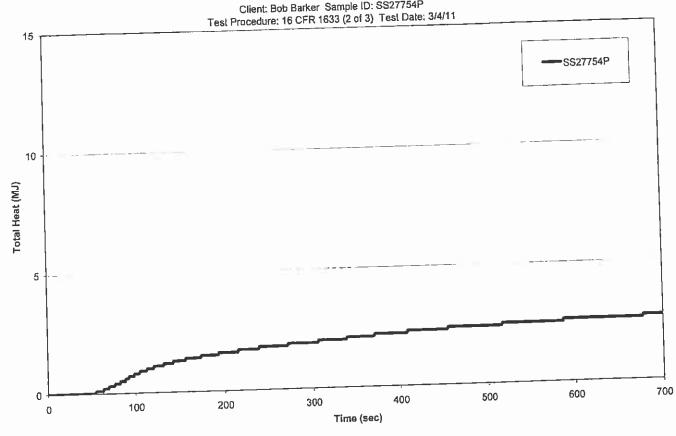


Figure 2. Total Heat vs. Time Graph



### PHOTOS:

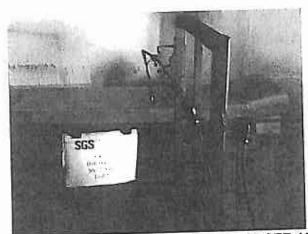


PHOTO 1. Mattress Before Testing to 16 CFR 1633













PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

### **End of Report**

### Page 6 of 6

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# GENERAL CONDITIONS OF SERVICE

- (a) Unless otherwise agleed in writing or except where they are at variance with (i) the regulations governing services parformed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractal relationships between any of the afficial companies of SGS SA or any of their agents (each a "Company") and Olient the "Company" is that be governed by these general conditions of service (hardhafter the "Cenneral Conditions").
- (b) The Company may perform services for persons or entitles (private, public or governmental) issuing instructions (tertenate; the 'Casmi').
- (c) Unless the Company receives prior written instructions to this centrary from Ottent, no other pany is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting interferon (the Reports of Findings'). Ottent hereby irrevocably authorises the Company to deliver Reports of Findings to a third pany where so instructed by Ottent or, at its discretion, where it implicitly follows the particular trade interferonce telescopium. from circumstances, tada custom, usage or practice.
- Provision of Services
- (a) The Company will provide services using reasonable care and skill and in accordance with Client's specific traductors as confirmed by the Company or, in the absence of such instructions:
  - (i) It's terms of any standard order form or standard specification sheet of the Company; and/or
  - (2) any relevant trade custom, usage or practice; and/or
  - such methods as the Company shall consider appropriate on technical, operational entities financial drounds.
- (b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- (c) Reports of Findings issued further to the testing of earnples contain the Company's epinlan on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- Should Ollen, request that the Company witness any third party intervention, Client agrees that the (d) Should Clien, request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the firms of the third party's intervention and to flower the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for each client or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.
- (a) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the attention preparations applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or directivestances which are outside the specific instructions received or elementive parameters applied.
- The Company may delegate the performance of sit or part of the services to an agent of subcontractor and Clean tauthorises Company to disclose all Information necessary for such performance to the agent or subcommiscips.
- (g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bits of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations. accepted by the Company.
- (h) Client admostedges that the Company, by providing the services, neither takes the place of Client or any third pany, nor resuses from from any of their obligations, nor ollrarvice assumes, chiridges, shrogates or undertakes to decharge any duty of Client to any third party or that of any third party to Client.
- (i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Ctient or otherwise disposed of all the Company's discretion after which time Company's shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall focur a storage charge payable by Ctient. Client will be balled a handing and freight fee if samples are returned. Special disposal charges will be billed to Ctient if incurred.
- Obligations of Client

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to anable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- supply, il required, any special equipment end personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and socurity of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) Inform Company in advance of any lonown hazards or dangers, actual or potential, associated with any order or samples or lesting including, for example, presence or risk of radiation, lode or notious or explosive elements or materials, environmental polition or poisons;
- fully asserted all its rights and discharge all its liabifilies under any relavant sales or other contract with a third party and at law.
- Fees and Paymen
- (a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and at applicable taxes shall. be payable by Client.
- (b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the two-ce (he not be found to the Company failing which interest will become due at a rate of 1,5% per month for such other rate as may be established in the invoice) from the Due Date up to and including the date payment is established.
- (c) Client shall not be entitled to retain or deter payment of any sums due to the Company on account of any dispute, counter datm or set off which it may idege against the Company.

- Company may elect to bring action for the collection of unpaid leas in any court having competent jurison
- Client shall pay all of the Company's collection costs, including attorney's less and related costs. íaì
- (i) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall enclassed to inform Chart and shall be entitled to charge additional fees to cover order time and cost necessarily incurred to complete the services.
- (i) If the Company is unable to perform all or part of the services for any cause whatsoover outside the Company's control including failure by Client to comply with any of its obligations provided for includes 3 above the Company shall nevertheless be entitled to payment of:
  - the amount of all non-refundable expenses incurred by the Company; and
  - a proportion of the agreed les exqual to the proportion of the services adjustly carried out.
- Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either auspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations harrander and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- any susperaion di payment, amangament wich creditors, bankrupicy, irandvency, receivarship or alion of business by Client.
- Liability and indemnification
- <u>Umfation of Uablity:</u>
  - The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against less or damage should obtain appropriate
  - (2) Reports of Findings are issued on the basis of Information, documents and/or samples provided by, or on behalf of, Claint and solely for the benefit of Client who is responsible for sacing as it sees if on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Cleant nor any thrid party for any additions taken or not taken on the basis of such Reports of Findings nor for any incorrect results satisfing from unclear, enroneous, incorrected, misleacing or take information provided to the Company.
  - (3) The Company shall not be table for any delayed, partal or total non-parlamence of the services arising directly or indirectly from any event outside the Company's control industing failure by Citera to comply with any of its obligations hereunder.
  - (4) The liability of the Company in respect of any claim for loss, clamage or expense of any nature and however arising shall in no droumstances exceed a total aggregate sum equal to them the amount of the fee paid in respect of the specific service which gives rise to such dailmort US\$20,000 (or its equivalent in local cumancy), whichever is the lesser.
  - (5) The Company shall have no liability for any indirect or consequential loss including wirrout limitation loss of pools, loss of business, loss of opportunity, loss of goodwill and cost of product real. It shall further have no liability for any loss, damage or expense arising from the dains of any third pany (including, without limitation, product liability claims) that may be incurred by the Client.
  - (6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the lacks alleged to justify such delim and, in any case, the Company shall be discharged from at liability for all claims for loss, damage or expense unless suit is brought. within one year from:
    - the date of performance by the Company of the service which gives rise to the
    - the data when the service should have been completed in the event of any alleged non-performance
  - (b) Indemnification: Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any expenses.
  - 7.
  - (a) If any one or more provisions of these General Conditions are found to be litegal or unenterceable in any respect, the validity, legality and enterceability of the remaining provisions shall not in any way be affected or impaired thereby.
  - (b) During the course of providing the services and for a period of one year thereafter Ctions shall not directly or indirectly emillos, encourage or make any offer to Company's employees to leave their employment with the Company.
  - (c) Use of the Company's copocate manus or registered manks for advertising purposas is not permitted without the Company's prior written authorisation.
  - Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with Consentual Relationship(s) hereunder shall be governed by the substitutive laws of Switzetand exclusive of any nies with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commons by one or more arbitraters appointed in accordance with the said nules. The arbitration shall take place in Paris (France) and be conducted in the English language.

### Special Condition

Nowinstanding the provisions of clause 8 above, all disputes arising cut of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of New Jersey enthuries of any tries with respect to conflict of laws and be finally settled under the Pulses of Arbhration of the International Chamber of Commerce by one or more arbhrators appointed in accordance with the state Rules, each parry to bear its own cooks. The arbitration shall take place in Suthertond, New Jersey.



### TEST REPORT

CLIENT:

Bob Barker Co. PO Box 429

Fuquay Varina, NC 27526

Attn: Carla Parker

Test Report No:

2328231-3

Date:

March 11, 2011

SUBJECT:

Requirements and Test Procedure for Resistance of a Mattress to a Large Open-Flame.

SAMPLE ID:

One mattress sample identified as "SS27754P" was received from the client on 2/28/11. The sample was received in good condition and was described by the manufacturer as

containing the following items:

Model Name: SS27754P

Test 3 of 3

TEST REQUESTED: The sample was tested in accordance with 16 CFR 1633, Test Configuration B. No

revisions to this report will be allowed after 90 days of the report date.

TEST DATE:

3/4/11

CONDITIONING:

Item conditioned as per 16 CFR 1633. Time Out of Conditioning Room: 10 minutes or less

RESULTS:

Results can be found on the following pages and only apply to the sample tested.

CONCLUSION:

The sample tested complies with the requirements of 16 CFR 1633.

SIGNED FOR AND ON BEHALF OF SGS - NORTH AMERICA, INC.

**KSM** 

Engineering Technician / Test Operator

Fire Technology Department Manager

Page 1 of 6

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# Test Procedure and Results

### PROCEDURE:

The sample was conditioned before testing for 48 hours at  $70^{\circ}\text{F} \pm 5^{\circ}\text{F}$  and a relative humidity less than 55%.

The mattress was placed on a metal test frame inside a test room having dimensions of 10' X 12' with and 8' high ceiling. The mattress and frame were located on the wall opposite the doorway. The room is configured in accordance with Test Room Layout Option B as specified in 16 CFR 1633.

The ignition source was the NIST Dual Burner System constructed of stainless steel tubing in accordance with the Section 6 Ignition Source and Figure 7. The fuel used was commercial propane delivered at a rate of 12.9 l/min to the top burner for a total time of 70 seconds and a rate of 6.6 l/min to the side burner for a total time of 50 seconds.

After ignition of the burner, we monitored recorded certain properties of the test procedure. These properties are Heat Release Rate, Total Heat and ceiling temperature directly over the specimen at 4" below the ceiling.

Photos and video were taken of the specimen during the procedure. Please reference PHOTOS 1 through 3 for photos of representative samples before and after testing to this standard. Sampling was monitored throughout the test at a rate of 1 second. Heat Release equipment meets and exceeds requirements by ASTM E 1590 for accuracy.



RESULTS:

Sample:

SS27754P

**Test Date:** 

3/4/11

Data:					
Measurement Type <sup>A</sup>	<u>Initial</u> Value	Maximum Value	<u>Time</u> Occurred	Allowed Value	<u>Pass / Fail</u>
Ceiling Temp	74	112	0:01:06	-	-
(°F) Heat Release Rate	0	23	0:01:10	200	PASS
(kW) Total Heat Release -	0	4.3	0:10:00	15.0	PASS
First 10 Min (MJ)					

Total Test Time, (hr:min:sec): 0:30:00

Please reference Figure 1 and 2 for graphical representation of the Heat Release Rate Value and Total Heat above.

# **OBSERVATIONS:**

- 1:53pm Start of Test
- 1:54pm Burners removed
- 1:55pm Low all
- 1:57pm Steady and slow flame progression
- 2:24pm End of Test

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# **GRAPHICAL RESULTS:**

Heat Release Rate vs. Time Client: Bob Barker Sample ID: SS27754P

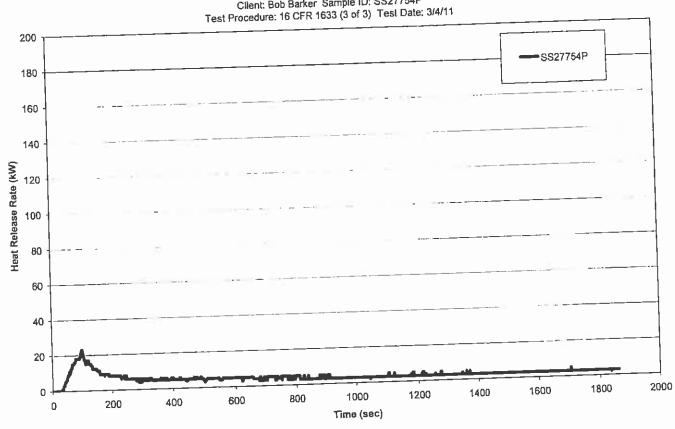


Figure 1. Heat Release vs. Time Graph

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**GRAPHICAL RESULTS: (Cont.)** 

Total Heat vs. Time Client: Bob Barker Sample ID: SS27754P

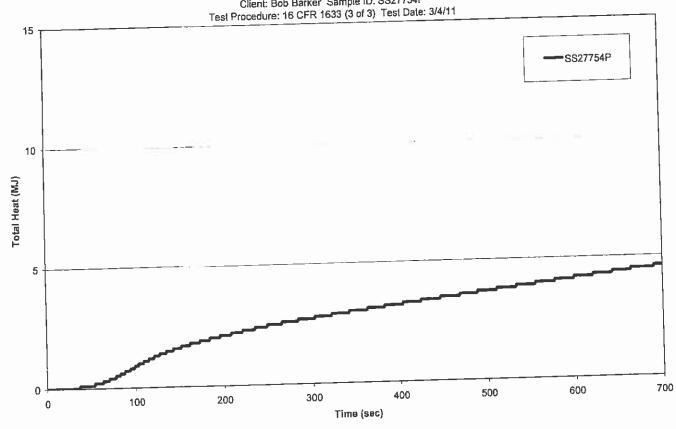


Figure 2. Total Heat vs. Time Graph

Page 5 of 6

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### PHOTOS:

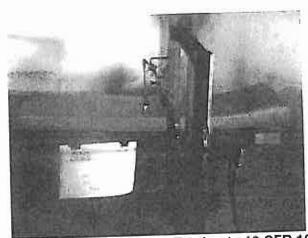


PHOTO 1. Mattress Before Testing to 16 CFR 1633













PHOTO(s) 2. Mattress During Testing to 16 CFR 1633



PHOTO 3. Mattress After Testing to 16 CFR 1633

### **End of Report**

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# GENERAL CONDITIONS OF SERVICE

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- (b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (ferminater, the "Claim").
- (c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates receiving intercions (the "Paports of Priorings"). Client hereby interceptly authorises the Company to deliver Paports of Priorings to a mind party where so instructed by Client or, at the discretion, where it implicitly follows. from dicumstances, trade custom, usage or precise.
- Provision of Services 2
- The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
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- (d) Should Clark request that the Company witness any third party intervention, Clark agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to toward the results, or confirm the occurrence, of the Intervention. Client agrees that the Company is not responsible for the condition or catherion of apparatus, instruments and measuring devices used, the energies methods applied, the qualifications, actions or emissions of third party personnel or the energies results.
- (e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its Intervention only and wintin the limits of the instructions received or, in the absence of such instructions, which is limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions. received or alternative parameters applied.
- The Company may delegate the performance of all or part of this services to an agent or ubcontractor and Cfarl authorises Company to disclose all information necessary for such performance to the egant or subcontractor.
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- (h) Client acknowledges that the Company, by providing the terrices, neither takes the plant of Client or any third party, not releases them from any of their obligations, nor otherwise assumes, shridges, shrogettes or undertakes to discharge any duty of Client to any third party or that of any third party to Client.
- All samples shall be retained for a maximum of 3 months or such other ahorise time period as the All samples shall be tetained for a maximum of 3 months or such other shotes time period is the nature of the sample permits and then returned to Client or otherwise disposed of all the Company's discretion after which time Company's discretion have any responsibility for such samples. Storage of samples for more firend months shall have a storage charge payable by Client. Client will be bifled a handing and testigat lee if samples are returned. Special disposal charges will be bifled to Client if incurred.
- 3. Obligations of Cileri

- ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
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- supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that ell necessary measures are taken for safety and security of working conditions, sites and installations during this performance of services and will not rely, in this respect, on the Company's advices whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, essociated with any order or earnples or testing including, for example, presence or risk of radiation, toxic or norsous or explosive elements or materials, survironmental pollution or poisons;
- bully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.
- 4.
- (a) Fees not established between the Company and Crient at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall necessarily the Company's standard rates (which are subject to change) and all applicable taxes shall be company's standard rates. be payable by Client.
- (b) Unless a sharter period is established in the involce, Client will promptly pay not later than 50 days from the relevant involce date or within such other period as may be established by the Company in the involce (the FOUE Date?) at fees due to the Company (alting which inferest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is
- (c) Client shall not be entitled to retain or deter payment of any sums due to the Company on account of any dispute, counter dam or sat off which it may silege sgainst the Company.

- (d) Company may elect to bring action for the collection of unpaid less in any court having compotent jurisdiction.
- Client shell pay all of the Company's collection costs, including attorney's less and retated costs.
- In the event any unforeseen problems or expenses arise in the course of carrying out the event any unforeseen problems or expenses arise in the course of carrying out the events are company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- (g) If the Company is unable to perform all or part of the services for any cause whatever evaluate the Company's control including failure by Client to comply with any oil its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:
  - the amount of all non-refundable expenses incurred by the Company; and
  - (2) a proportion of the agreed les equal to the proportion of the services actually carried out.
- Suspension of Termination of Services

The Company shall be entitled to immediately and writiout liability either suspend or terminate provision of the services in the severa of:

- (a) failure by the Citigat to comply with any of its obligations harounder and such failure is not remedied within 10 days that notice of such failure has been notified to Cifent; or
- erry suspension of payment, arrangement with creditors, benivuptcy, insolvency, receivership or cessation of business by Clien
- Liability and Indomnification
- Limitation of Liability:
  - (1) The Company is neither an insurer nor a guarantor and disclaims ed liability in such capacity. Clarks seeking a guarantoe against loss or demage should obtain appropriate.
  - (2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of. Crient and sotlety for the benefit of Crient who is responsible for author part of Findings. Neither the Company nor any of its officers, employees, eigents or subcontractors shall be flable to Crient nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any increased itsulful arising from undeer, employees, nicomplete, misteading or laise information provided to the Company.
  - (3) The Company shall not be fiable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obt gations hereunder.
  - (4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howscever arising shall in no dreamstances acceed a total aggregate sum equal to 10 times the amount of the lee paid in respect of the specific service which gives the to such claim or USS20,000 (or its equivalent in local currency), whichever is the lasser.
  - (6) The Company shall have no liability for any indirect or consequential loss including without firsterion loss of profits, loss of obsisterss, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expense unlying from the claims of any livid party (including, without limitation, product liability daims) that may be incurred by the Client.
  - (6) In the event of any daim, Client must give written notice to the Company within 30 days of discovery of the facts alloged to justify such daim and, in any case, the Company shall be discharged from at liability for all calms for loss, damage or expense unless suit is brought within one test force. within one year from:
    - the date of performance by the Company of the service which gives rise to the
    - the date when the service should have been completed in the event of any
  - (b) <u>Indemnification</u>: Offerst shall guarantee, hold harmtess and indemnity the Company and its officers, employed, agents or subcontractors against all claims (actual or threatened by any third party for loss, damage or expense of whatsoever natura including all legal expenses and related costs and howspewer arising relating to the performance, purported performance or non-performance, of any continuous performance. services.

  - (a) If any one or more provisions of these General Conditions are loand to be flegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
  - (b) Duting the course of providing the services and for a period of one year hereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.
  - (c) Use of the Company's corporate marine or registated metrics for advertising purposes is not permitted without the Company's prior written authorisation.
  - Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising but or in corrustion with Contractual Retailonship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any Unless specifically agreed otherwise, all disputes airsing out or in contraction wan updated and Petaleonship(s) hereunder shall be governed by the autobate laws of Switzerland exclusive of any Petaleonship(s) hereunder shall be governed by the autobate laws of Switzerland exclusive of any Petaleonship satisfies ander the Rules of Arbitration of the intermetional Chamber of Commerce by one or more probations appointed in accordance with the said rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

### Special Condition

Notwithstanding the provisions of datase 8 above, all disputes arising out of or in correction with Contractual Relationship(s) hereunder shall be governed by the substantive laws of New Jersey exclusive of any rules with respect to conflicts of laws and be finally satisfact under the Rules of Architection of the International Character of Communication who are not made interest exception in accordance with the of the International Charrier of Commerce by one or more arbitrators appointed in accordance with the said Pulza, each purify to bear its own costs. The arbitration shall take place in Rutherford, New Jersey.



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# CALIFORNIA TECHNICAL BULLETIN 129 / ASTM E1590

BOB BARKER COMPANY INC JIM STOREY P.O. BOX 429 FUQUAY VARINA, NC 27526 Tested By:
Thomas Wilson
Certified by:
Brent L. Larson

It is our policy to retain components and sample remnants for a minimum of 14 days from the report date, after which time they may be discarded. NOTE: all full scale flammability samples are discarded upon completion of the testing. The data herein represents only the item(s) tested. This certificate shall not be reproduced, except in full, without the written approval of the laboratory.

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Sample ID: SS30754P

Report Number: 30161 15-ESP018854.2.TB129 January 30, 2015 Page 1 of 7 <u>EAR-CONTROLLED DATA</u>



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# OPEN FLAME EVALUATION - CA TB 129 / ASTM E1590

# TEST RESULTS SUMMARY:

This report presents the results of a full scale open flame test conducted on the following.

DD0 ISOT #:	30161 15-ESP018854 BOB BARKER
PROJECT#:	2
TEST SEQUENCE #:	Open HOOD
TEST CONFIGURATION:	
PRODUCT MANUFACTURER or SUPPLIER:	BOB BARKER COMPANY INC
Sample ID:	\$\$30754P
TEST ADDA town (PE) / P H (%)	71 / 20
TEST AREA: temp ("F) / R.H. (%): CONDITIONING ROOM: temp ("F) / R.H. (%):	72 / 50
TIME OUT OF CONDITIONING (removal / test start - total):	01:17 PM / 01:23 PM - 6 minutes
TIME OUT OF CONDITIONING COMMON TO A	
TOTAL INITIAL MASS (kg):	გ.90
TEST DATE:	01-28-2015
COMMENTS:	
COMMETTE.	
Test Operator:	THOMAS WILSON
Witness:	

Test Results	Data	Criteria	Pass <i>i</i> Fail
Peak rate of heat release (kW):	25.7	100 KW	Pass
Time @ peak release (mm:ss):	02:23		
Total heat released @ 10 min (MJ):	4.8	25.0 MJ	Pass
Total mass loss @10 min (kg):	0.1	1.4 kg (3.0 lbs)	Pass
Peak rate of smoke release (m³/s):	0.17		
Time @ peak smoke (mm:ss):	01:35		
Total smoke released @10 min (m²):	18.3		

PASS/FAIL CRITERIA: (CA TB 129 only)

PEAK RATE OF HEAT RELEASE SHALL NOT EQUAL OR EXCEED 100 kW TOTAL HEAT RELEASED AT 10 MINUTES SHALL NOT EQUAL OR EXCEED 25 MJ MASS LOSS DUE TO COMBUSTION AT 10 MINUTES SHALL NOT EQUAL OR EXCEED 1.4 KG (3 LBS)

Sample ID: SS30754P

EAR-CONTROLLED DATA Page 2 of 7 January 30, 2015 Report Number: 30161 15-ESP018854.2.TB129



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# STANDARD TEST PROCEDURE:

This test was conducted in accordance with California Technical Bulletin 129 / ASTM E1590, a brief summary is detailed below:

The mattress was allowed to condition for at least 48 hours in conditions compliant with California technical bulletin 129 (temperature - 73°F ± 5°F / relative humidity - 50% ± 5%). The instrumentation was calibrated and zeroed prior to the evaluation. After the specimen was placed on the bed frame, the burner alignment procedure was performed. Data logging and video were obtained for 2 minutes prior to burner ignition. The burner application time was 180 seconds. Upon completion of the flame application time, the burner unit was removed from the test area.

The test proceeded until either all combustion had ceased, 60 minutes had passed or the development of a fire of such size as to require suppression for the safety of the facility.

	Equipment	Calibration due date: 06-11-15
Gas Analyzer	3/11. 000200	Calibration due date: 02-27-15
Dry Test Meter	s/n: 09L001965	Calibration dde date: 02 2

### REMARKS:

Due to the nature of the test, the specimen was discarded upon completion of the procedure.

Tested by:

**Thomas Wilson Engineering Technician** 

Sleep System Evaluation

remos Welson

Certified by:

Brent L. Larson

Manager

Sleep System Evaluation

Brent & Larson

Phone: (651) 659 - 7218



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# **OBSERVATIONS:**

Time (mm : ss)	Observation	
00:00	Burner ON	
01:17	Flaming Droplets	
03:00	Burner OFF	
07 : 16	All signs of combustion have ceased	
07:17	IR 242.0	
12:19	IR 101.1	
14 : 51	Test Completed	

Sample ID: SS30754P

Report Number: 30161 15-ESP018854.2.TB129

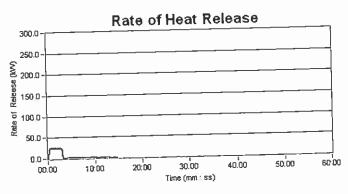
January 30, 2015

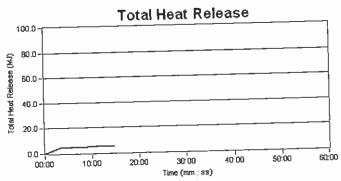
Page 4 of 7

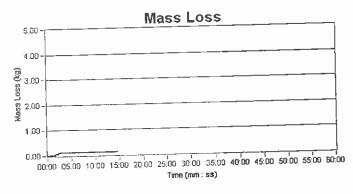
EAR-CONTROLLED DATA

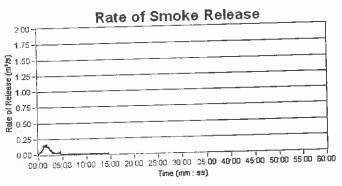
### **GRAPHS**:

element









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**TEST PHOTO: BEFORE TEST** 



TEST PHOTO: DURING BURNER IGNITION





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# **TEST PHOTO: AFTER 5 MINUTES**



# **TEST PHOTO: AFTER 10 MINUTES**



# **ChemCare Laboratory Report**

<b>Property</b>	Test Method	Test Results
EPA Registration #'s	64881-1	Free of Heavy Metals and Arsenicals
Base Fabric	Nylon Knit	
Anti-Fungal Inhibition Bacteria Resistance Activity Reduction %	AATCC Method 30-1988	Pass
Staph Aureus (Gram +) Kleb. Pneumoniae (Gram -)	AATCC Method 147 – 1988	Pass Pass
Flame Resistance	BS 7175 – Crib 5	Pass
Cigarette Ignition	16 CFR, Part 1632	Class B Barrier
Hydrostatic Head	ISO 1420	>200
Moisture Vapor Transmission (G/m2/1hr)	ASTM E96	5.0
Tear Strength, lbs.	ISO 4674 Test Performed After	W-7.5 F-7.9
Tensile STrength, lbs.	Material stetched ISO 1421	W-119 F – 54
% Elongation At 65 lbs		W- > 175 % F - > 290 %
Weight (oz/sq/yd)	Fed Std. 191 Method 5041	9.25oz./sq. yd.
Flex Resistance	ISO 5402	200,000 cycles– No Loss Of Quality