

For Official Use:

Vendor Code: _____

SEISMIC SOURCE COMPANY

QUALITY PROCEDURE

SSC-LP001, Revision 2

Listing Rules and Agreement

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1.0 Purpose

Recipient of New Clients for listing seismic qualified equipment.

2.0 Responsibility

Applicant representative shall complete application and send to Seismic Source Company with payment per the fee schedule. A Seismic Source Company Officer shall review the client application per SCC-QP009.

3.0 Schedule

This procedure shall be completed by the client and submitted to the Seismic Source Company. The client shall review and sign any future changes to the Rules identified in this procedure as required. For first time clients, this procedure is considered current.

4.0 Applicant Agrees to the Following Rules

Section	Rule	Client Initial Each Section
1	Applicant acknowledges that the Seismic Source Company is a listing service that is supported by an accredited Inspection Body. This entails two parts. The first review is to ensure that the documentation that justifies the seismic qualification meets current standards and stamped by a registered design professional. The second review is the quality assurance program by an accredited inspection body per ISO 17020 to ensure that equipment manufactured will be equal to a better than the equipment qualified. The applicant acknowledges that the Seismic Source Company is not a product certification agency per ISO Guide 65.	
2	Applicant acknowledges reviewing applicable Fee Schedule and agrees to the current fees and understands that the fees may change. Applicant agrees that the Seismic Source Company may, as necessary, subcontract for work related to the evaluation report process to other companies. Applicant agrees to abide by any conditions attached to the approval of this application and the Rules identified by this procedure as they now exist and as they may be reasonably modified in the future. All changes to the Rules contained in the procedure will require signature. Fail to agree to any new rules may result in un-listing of the equipment.	
3	Applicant agrees to maintain a Quality Assurance Program so that equipment manufactured will be equal to a better than the equipment qualified. Applicant agrees to keep a record of all significant complaints made known to the applicant about the product(s) covered by the report, and to make these records available to the Seismic Source Company upon request. The applicant will take appropriate action with respect to such complaints, and document the actions taken.	

Section	Rule	Client Initial Each Section
4	Applicant agrees to schedule site visits as required by the Seismic Source Company at a minimum of every three years and pay for services as designated in the fee schedule. This includes additional factory visits to resolve non-compliance as designated in Corrective Action Records.	
5	The Applicant acknowledges that the equipment, that will be listed, is partially manufactured by the applicant. The equipment may contain some components from other parties but are qualified with the applicant's equipment as a whole. If the equipment is 100% supplied and assembled by other parties, then the equipment will not be included under the applicant's name. Suppliers shall not be accepted as a manufacturer.	
6	The Seismic Source Company or evaluation reports do not imply any guarantee or warranty (expressed or implied, and including but not limited to merchantability) by the Seismic Source Company against defects or failures in service nor any responsibility in regard to patent or trademark infringement, misuse of trade name or trade secrets, or any other aspect of unfair competition. Affirmative actions of the Seismic Source Company are based primarily on the data submitted by the applicant and/or holder of the report and the validity and integrity thereof as implicitly represented by the applicant and/or holder in submitting the same.	
7	Applicant agrees that it shall have no cause of action or claim against the Seismic Source Company or the officers, directors, members and employees of either entity from time to time arising out of any evaluation report issued pursuant to this application, whether or not such evaluation report is subject to conditions, or out of any denial of this application. Applicant agrees to hold the Seismic Source Company or any of their affiliates or their successor-in-interest or assigns, and the officers, directors, subscribers, and employees of such entities harmless, and to defend and indemnify them, with respect to any claim, liability, action or judgment arising from the use or operation by any person of the product or service to which the application relates, actual or asserted, whether related to the matters set forth in the first sentence of this paragraph or otherwise, whether for personal injury, wrongful death, property damage, or any type of injury or damage whatsoever, whether or not of the same kind or nature as any of the foregoing. The Seismic Source Company rights pursuant to the foregoing sentence, and applicant's obligations there under, shall apply whether or not it is claimed that the Seismic Source Company was concurrently negligent with others, solely negligent, actively or passively negligent, and whether or not the legal theory of the claimant(s) is on one of the foregoing grounds or some other.	
8	Nebraska law shall apply to the interpretation hereof. If any part or portion of this paragraph, or any application thereof to particular facts, should be determined invalid, the provisions hereof shall be severable so as to achieve for the Seismic Source Company the maximum legal protection.	

5.0 Company Information and Final Approval of Applicant

Applicant Company Name: _____

Company Address: _____

Representative Name (Print): _____

Representative e-mail: _____

Company Phone Number: _____

Approved (Designated Applicant/Client Representative) _____
Signature/Date

Mail Application and check to: Seismic Source Company
13801 Buffalo Road
Springfield, NE. 68059

6.0 Notes:

7.0 Final Signature

SSC-QP009 Completed _____
Executive Management Signature Date

Completed, Reviewed, and Approved _____
Vendor Code: Executive Management Signature Date

8.0 Document Approval, Revision, and Distribution Record

Document Approval

	Quality Assurance Manager		Technical Manager		President	
	Initials	Date	Initials	Date	Initials	Date
Original	JAC	6/30/08	JAC	6/30/08	JAC	6/30/08
Revision 1	JAC	2/19/09	JAC	2/19/09	JAC	2/19/09

Revision Record

Revision	Date	Change
Original	6/30/08	Original Issue
Revision 1	6/30/08	Update to include rules for applicants to maintain QA program and understand the SSC Listing service.