

deemed finally accepted by the Commission on the 20th calendar day after the date of announcement in the FEDERAL REGISTER. The Commission shall then issue its complaint and order in such form as the circumstances, may require. The order is a final order in disposition of the proceeding and is effective immediately upon its service upon the Consenting Party pursuant to these rules. The Consenting Party shall thereafter be bound by and take immediate action in accordance with such final order.

(f) If the Commission does not accept the agreement on a final basis, it shall so notify the Consenting Party. Such notification constitutes withdrawal of the Commission's provisional acceptance unless the Commission orders otherwise. The Commission may then issue its complaint, may order further investigation, or may take such other action it considers appropriate.

## PART 1608—GENERAL RULES AND REGULATIONS UNDER THE FLAMMABLE FABRICS ACT

Sec.

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AUTHORITY: Sec. 5, 67 Stat. 112, as amended, 81 Stat. 570, 15 U.S.C. 1194.

SOURCE: 40 FR 59887, Dec. 30, 1975, unless otherwise noted.

### § 1608.0 Scope.

The rules and regulations in this part are applicable to all standards issued under the Flammable Fabrics Act.

### § 1608.1 Terms defined.

As used in the rules and regulations in this subchapter D, unless the context otherwise specifically requires:

(a) The term *act* means the Flammable Fabrics Act, sec. 1 et seq., 67 Stat. 111-115, as amended, 68 Stat. 770, 81 Stat. 568-74 (15 U.S.C. 1191-1204, note under 1191).

(b) The terms *rule, rules, regulations, and rules and regulations*, mean the rules and regulations prescribed by the Commission pursuant to section 5(c) of the act.

(c) The term *United States* means, the several States, the District of Columbia, the Commonwealth of Puerto Rico and the Territories and Possessions of the United States.

(d) The terms *marketing or handling* means the transactions referred to in section 3 of the act.

(e) The definition of terms contained in section 2 of the act shall be applicable also to such terms when used in rules promulgated under the act.

### § 1608.2 Form of separate guaranty.

The forms which follow are suggested forms of separate guaranties under section 8 of the act for use by guarantors residing in the United States. Representations contained in these suggested forms of separate guaranties with respect to reasonable and representative tests may be based upon a guaranty received and relied upon in good faith by the guarantor, tests performed by or for a guarantor, or class tests, where permitted under these rules. Where the forms are used as part of an invoice or other paper relating to the marketing or handling of products, fabrics, or related materials subject to the act, wording may be varied to limit the guaranty to specific items in such invoice or other paper. The name, address of the guarantor, and date on the invoice or other paper will suffice to meet the signature, address, and date requirements indicated on the forms.

#### (a) *General form.*

The undersigned hereby guarantees that reasonable and representative tests, made in accordance with procedures prescribed and applicable standards or regulations issued, amended, or continued in effect under the Flammable Fabrics Act, as amended, show that the product, fabric, or related material covered and identified by, and in the form delivered under this document conforms to the applicable standard or regulation issued, amended, or continued in effect.

Date: \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

#### (b) *Form for guaranty based on guaranty.*

Based upon a guaranty received, the undersigned hereby guarantees that reasonable

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and representative tests, made in accordance with procedures prescribed pursuant to the Flammable Fabrics Act, as amended, show that the product, fabric, or related material covered and identified by, and in the form delivered under this document conforms to the applicable standard or regulation issued, amended, or continued in effect.

Date: \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(Sec. 5 of the Act, 67 Stat. 112, as amended by 81 Stat. 570, 15 U.S.C. sec. 1194; sec. 8 of the Act, 67 Stat. 114, as amended by 81 Stat. 572, 15 U.S.C. sec. 1197)

**§ 1608.3 Continuing guaranties.**

(a) Any person residing in the United States may file with the Office of the Secretary of the Consumer Product Safety Commission a continuing guaranty under section 8 of the act applicable to any product, fabric, or related material marketed or handled by such person. When filed with the Commission, a continuing guaranty shall be fully executed in duplicate and execution of each copy shall be acknowledged before a notary public. Forms for use in preparing continuing guaranties to be filed with the Commission will be supplied by the the Office of the Secretary of the Commission upon request. To remain in effect, such guaranties must be renewed every 3 years and at such other times as any change occurs in the legal business status of the person filing the guaranty. It is therefore required that any person who has filed a continuing guaranty with the Commission shall promptly advise the Commission in writing of any change in the legal status of the guarantor or in the address of the guarantor's principal office and place of business. Representations contained in the prescribed form of continuing guaranty with respect to reasonable and representative tests may be based upon (1) a guaranty received and relied upon in good faith by the guarantor, (2) tests performed by or for a guarantor, or (3) class tests, where permitted under these rules.

(b) The following is the prescribed form of continuing guaranty for filing with the Commission:

**CONTINUING GUARANTY UNDER THE FLAMMABLE FABRICS ACT FOR FILING WITH CONSUMER PRODUCTS SAFETY COMMISSION**

The undersigned, \_\_\_\_\_, a \_\_\_\_\_ (Corporation, partnership, proprietorship) residing in the United States and having principal office and place of business at \_\_\_\_\_ (Street and number) \_\_\_\_\_, (City) \_\_\_\_\_, (State or territory, ZIP code) and being engaged in the marketing or handling of products, fabrics, or related materials subject to the Flammable Fabrics Act, as amended, and regulations thereunder,

Hereby guarantee(s) that with regard to all the products, fabrics, or related materials [described as follows: \_\_\_\_\_]

(If guaranty is limited to certain products, fabrics, or related materials, list the general categories here. If guaranty is not so limited, leave these lines blank.)

hereafter marketed or handled by the undersigned, and for which flammability standards have been issued, amended, or continued in effect under the Flammable Fabrics Act, as amended, reasonable and representative tests as prescribed by the Consumer Product Safety Commission have been performed, which shows that the products, fabrics, or related materials conform to such of the above-mentioned flammability standards as are applicable thereto.

Dated, signed, and executed this \_\_ day of \_\_\_\_\_, 19\_\_ , at \_\_\_\_\_ (City), \_\_\_\_\_ (State or Territory)

(Impression of corporate seal, if corporation.) (Name under which business is conducted.)

\_\_\_\_\_  
(If firm is a partnership list partners below.) (Signature of proprietor, partner, or authorized official of corporation.)

\_\_\_\_\_  
(Signature of proprietor, partner, or authorized official of corporation.)

State of \_\_\_\_\_, ss:  
County of \_\_\_\_\_

On this \_\_ day of \_\_\_\_\_, 19\_\_ , before me personally appeared the said \_\_\_\_\_, (Signer of guaranty) proprietor, partner (strike nonapplicable words)

\_\_\_\_\_ (If corporation, give title of signing official) of \_\_\_\_\_, (Firm name) to me personally known, and acknowledged the execution of the foregoing instrument on behalf of the firm, for the uses and purposes therein stated.

(Impression of notary seal required here.) Notary Public in and for County of \_\_\_\_\_ State of \_\_\_\_\_ . My commission expires \_\_\_\_\_