



**INTEGRATED
FLOW SOLUTIONS**

IFS Company Profile

2015



COMPANY PROFILE

◆ Full Company Name and Address

Sales & Marketing

Integrated Flow Solutions, LLC
9807 Whithorn Drive
Houston, Texas 77095

Engineering & Manufacturing

Integrated Flow Solutions, LLC
6461 Reynolds Road
Tyler, Texas 75708

◆ Mailing Address

9807 Whithorn Drive
Houston, Texas 77095

P. O. Box 7095
Tyler, Texas 75711

Telephone 281-855-8125
Number:

Telephone 903-595-6511
Number:

Facsimile 281-855-3504
Number:

Facsimile 903-595-4774
Number:

Website: www.ifsolutions.com

Email sales@ifsolutions.com
Address:

◆ Remit / Payment Address

Integrated Flow Solutions, LLC
P. O. Box 7095
Tyler, Texas USA 75711

Type of Ownership:	Public
Owner:	DXP Enterprises
Year of Incorporation	1979
Government Classification:	Limited Liability Corporation
Type of Business:	Engineered To Order Gas & Liquid Process Solutions
Annual Sales:	Integrated Flow Solutions..
2009	\$36MM
2010	\$36MM
2011	\$33MM
2012	\$40MM
2013	\$70MM
2014	\$41.5MM
2015 (Forecast)	\$50.0MM
Dun & Bradstreet Number:	80-349-9961
Federal ID Number:	01-0727249
Texas Direct Pay Number:	1-75-2349067-4



COMPANY PROFILE

Integrated Flow Solutions, LLC (IFS), formerly Flowtronex International, specializes in the design and manufacture of engineered to order liquid and gas handling process systems for a variety of industries. Founded in 1979 as an outgrowth of the pump distribution business, IFS began serving the oil and gas market, then expanded into turf grass (Flowtronex/PSI), power, and general industrial. In 2002, Flowtronex/PSI and the brand, “Flowtronex” was sold to ITT. Flowtronex International was renamed Integrated Flow Solutions, LLC.

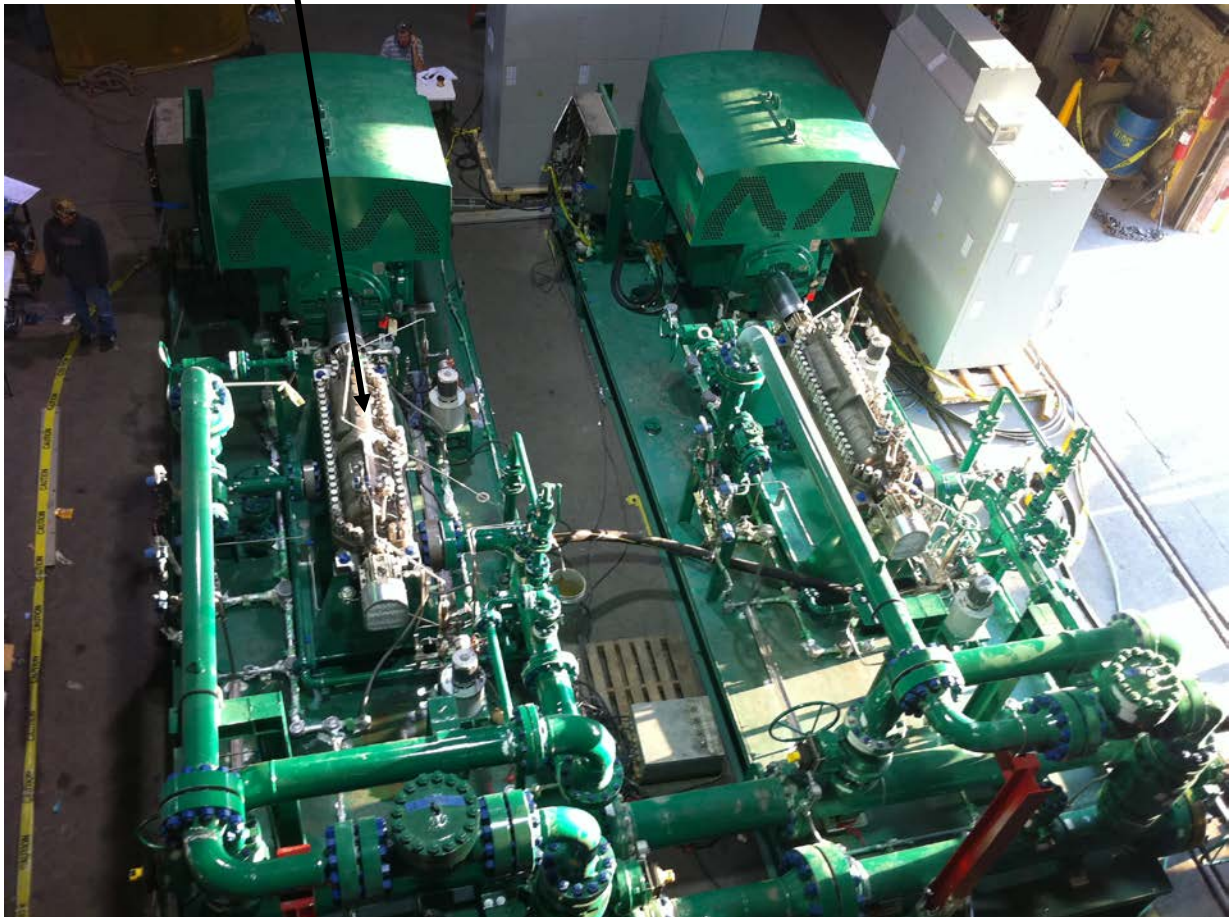
B27 Companies include:



API 610 Pump Manufacturer



Modular Process Systems



MODULAR WATER INJECTION PACKAGE



COMPANY PROFILE

NUMBER OF IFS EMPLOYEES

◆ <u>Overall Number of Employees</u>	97
1. Company Officials:	
President	<u>Houston, Texas</u> William H. Marsh
Director – USA & Canada Sales	Lewis Solomon
Director -International Sales	Juan Patino
	<u>Plano, Texas</u>
Director -- Middle East Sales	Jim Raydo
	<u>Tyler, Texas</u>
Operations Manager	Michael Roberts
Manufacturing Manager	Andy Parish
Project Management Team	Dave Pollan Troy Urbantke Roy Cohee
Engineering Manager	Leandro Bruno
Product Support Manager	Billy Bottoms
Quality Control Manager	Kevin Tuohy
Materials Manager	Clay Reagan
Parts Manager	Tom Stanfield
2. Engineering:	
Mechanical Engineers	10
Electrical Engineers	3
Process Engineers	3
Designers	4
Draftsmen	6
3. Product Support:	4
4. Purchasing:	5
5. Quality Control:	5
6. Shop:	
Number of Supervisors	5
Number of Inspectors	1
Average Number of All Production Workers	50
Average Number of Code Welders	15
Painters	3
Instrument Fitters	7
Mechanists	7
Pump Mechanics	4



COMPANY PROFILE

A sample of the IFS Product Line includes:

<u>POWER AIR QUALITY</u>	<u>UPSTREAM OIL & GAS</u>	<u>MIDSTREAM DOWNSTREAM OIL & GAS</u>	<u>GENERAL INDUSTRIAL</u>
Fuel Gas Cond. Packages	Well Stream Chemical Injection Packages	Coker Filtration Packages	Process Fluid Heating Packages
Anhydrous Ammonia Storage & Unloading Packages	Wellhead Fuel Gas Conditioning Packages	Burner Fuel Gas Conditioning Packages	Boiler Feedwater Tank/Supply Packages
Aqueous Ammonia Storage & Unloading Packages	Water Injection/Crude Oil Pump Packages	Refinery Ammonia Flow Control Packages (FCCU)	High & Low Pressure Condensate Packages
Pressure Reduction Station Packages	Wellhead Instrument Fuel Gas Conditioning Packages	Volatile Organic Compound Vapor Control Packages	Plant Water Booster Packages
Crude Oil Heating Packages	Unloading/Loading Packages	Compressor Seal Gas Conditioning Packages	Lube Oil Blending Packages

Tyler, TX Facility



125,000 Square Feet Under Roof Located on 7 Acres
 100 Full Time Employees
 18 Overhead Cranes
 26' Under Hook Height
 All Services In-House



COMPANY PROFILE

◆ **Facilities**

1. Building Bays & Crane Capacities:

<u>Bay Dimen.</u>	<u>Use</u>	<u>Type of Crane</u>	<u>No.</u>	<u>Capacity</u>	<u>Hook Height</u>
125' x 60'	Fab	Overhead	2	15/20 Ton	20'
110' x 50'	Assy	Overhead	2	25 Ton	20'
154' x 50'	Mech	Overhead	2	3 Ton	13'
154' x 50'	Mech	Overhead	2	3 Ton	10'
80' x 30'	Fab	Overhead	2	3 Ton	10'
100' x 25'	Fab	Jib	8	5 Ton	18'
125' x 60'	Pipe Weld	Overhead	2	5 Ton	20'

2. Warehouse – 20,000 Square Feet Truck Shipping & Receiving

3. Coatings:

- Enclosed Grit Blasting 20' x 38' x 12'
- Enclosed Heated Paint Booth 20' x 48.5' x 16'
- Enclosed Paint Booth 12' x 12' x 8'
- Outdoor Sand Blasting Pad

4. Maximum Size & Weight of Fabricated Units Inside the Shops Only
24' Wide by 25' High at 100,000 Pounds Maximum

Major Fabrication Equipment

<u>Equipment Type</u>	<u>Qty.</u>	<u>Size or Capacity</u>
Union Horizontal Boring Mill	1	5"
Summit Horizontal Boring Mill	1	4"
Muzak Lathe	1	34" x 120"
Muzak Lathe	1	18" x 60"
Clousing/Colchester Lathe	1	18" x 80"
Victor Lathe	1	20" x 80"
Precision Vertical Mill	1	15" x 52"
Nardini Lathe	1	21" x 120"
Promaster Lathe	1	17" x 80"
Planer Mill	1	42" x 20"
Radial Arm Drill	1	
Abrasive Cut Off Machine	1	20"
Johnson Band Saw	2	3/4" x 37"
Wire Feed Welding Machines	19	300 to 400
Manual Welding Machines	7	400 Amp
CM-2040 13B Beam Profile Machine	1	
Magnatech Pipeline II Welding System	1	
Iron Worker	1	90 Ton
Plasma Cutting Equipment	2	
Pipe Positioner	1	1-1/2 Ton
Track Torch	2	
Ludeca Optalign Plus Laser Shaft/Coupling Alignment Tool	1	
IRD 290 Rotor Balancer	1	
IRD 885 Vibration Analyzer	1	
TN Model 9277 Metal Analyzer		
Hydrotest Equipment	1	30,000 PSI
Hydrotest Equipment	2	10,000 PSI



COMPANY PROFILE

Numerous Hand Power Tools

Material Fabrication Capabilities & Limitations

<u>Material</u>	<u>Min. Thk.</u>	<u>Max. Thk.</u>	<u>Min. O.D.</u>
Carbon Steel	0.063"	1.25"	1.0"
Stainless Steel	0.063"	1.8"	0.50"
Chrom-Moly	0.063"	0.50"	1.0"
4130	0.187"	1.5"	2.875"
Alloy 20	0.063"	0.436"	1.0"
Cu-Ni	0.063"	0.406"	1.0"

Inspection & Tests

In-House - Three personnel are ASNT Level II for Liquid Penetrant, Magnetic Particle & Radiographic Film interpretation. Positive material identification.

Outside – All Radiographic & Ultrasonic are conducted by the following:

PROFESSIONAL SERVICE INDUSTRIES, INC.

317 West Harrison Road
Longview, Texas 75604
903 759 4192

BONDED INSPECTION INC.

3840 Marquis Street
Garland, Texas 75042
972 276 0846

Industry Standard Codes

Vessels code stamped ASME Sections VIII & National Board Registered
Piping designed to ANSI B31.1 or B31.3
Piping fabricated to ASME Section IX
Structural Steel Assembly Designed to AWS D1.1
SSPC Systems and Specifications
UL Electrical Control Panel Construction

Certifications:

ASME Code Stamp Certificates U & S
National Board Certificate (NB) & R
Canadian Welding Bureau (CWB)
CSA Certificate of Compliance
UL Panel Shop Certificate
IEC Control Panel Certification
CE/ATEX Declaration of Conformity
PED Certificate of Conformity
ATEX Electrical Construction
GOST-R Certificate of Conformity
ISO 9001:2008



COMPANY PROFILE

SELECTED MAJOR PROJECTS



Ammonia Flow Control Package
Customer: San Diego Gas & Electric



Ammonia Flow Control Package
Customer: Sunoco Refinery



Intercooler Water Circ. Package
Customer: GE/Basin Electric



Chemical Injection Packages
Customer: Petrobras



Water Injection Pump Package
Customer: Chevron



Chemical Injection Packages
Customer: Chevron



11. Enter the approximate date your company started operations. (xx/xx/xxxx)

1/1/1979

12a. Have you or your company, or the owners of your company, operated under a different name in the last three (3) years?

Yes

12b. Please list the names and locations of any companies you, your company, or the owners of your company have operated under in the last three years.

Flowtronex International formerly... locations in Tyler and Houston

13a. Are employees from other offices / districts ever utilized?

No

13b. If an employee from another office / district is injured, at which office / district is their injury recorded?

14a. List Incident Details for each QTR:

Year	Quarter	Average Number of Employees	Exposure Hours	Recordable Cases				Total Recordable Cases (Calculated)	Nonfatal Incident Rate	Total Recordable Incident Rate (Calculated)	Number of Days		DART	Incident Rate of Away from Work Cases	Severity Rate	LTA / Total Accident Ratio	Fatality Ratio
				Deaths (G)	Away From Work Cases (H)	Remained At Work					Away From Work (days) (K)	On Job Transfer or Restriction (days) (L)					
						Job Transfer or Restriction Cases (I)	Other Recordable Cases (J)										
2014	4							0	0	0		0	0	0	0	0	
2014	3	139	72831	0	0	1	0	1	0.69	0.69	0	47	0.69	0	0	0	
2014	2	138	85776	0	0	0	1	1	0.58	0.58	0	0	0	0	0	0	
2014	1	150	65266	0	1	0	3	4	3.06	3.06	1	0	0.77	0.77	0.77	0.25	
Summary	2014	142	223873	0	1	1	4	6	5.36	5.36	1	47	1.79	0.89	0.89	0.17	
2013	4	154	102682	0	0	1	1	2	0.97	0.97	0	5	0.49	0	0	0	
2013	3	148	78046	0	1	0	1	2	1.28	1.28	9	0	0.64	0.64	5.77	0.50	
2013	2	142	87227	0	0	0	1	1	0.57	0.57	0	0	0	0	0	0	
2013	1	136	74999	0	0	0	3	3	2.00	2.00	0	0	0	0	0	0	
Summary	2013	145	342954	0	1	1	6	8	4.67	4.67	9	5	1.17	0.58	5.25	0.12	
2012	4	140	105825	0	0	0	1	1	0.47	0.47	0	0	0	0	0	0	
2012	3	113	52553	0	0	0	1	1	0.95	0.95	0	0	0	0	0	0	
2012	2	112	68400	0	1	1	0	2	1.46	1.46	3	99	1.46	0.73	2.19	0.50	
2012	1	109	60883	0	0	2	0	2	1.64	1.64	0	40	1.64	0	0	0	
Summary	2012	119	287661	0	1	3	2	6	4.17	4.17	3	139	2.78	0.70	2.09	0.17	
2011	4	104	66189	0	0	0	0	0	0	0	0	0	0	0	0	0	
2011	3	102	56183	0	0	0	0	0	0	0	0	0	0	0	0	0	
2011	2	99	54517	0	0	1	1	2	1.83	1.83	0	65	0.92	0	0	0	
2011	1	99	52278	0	0	1	0	1	0.96	0.96	0	7	0.96	0	0	0	
Summary	2011	101	229167	0	0	2	1	3	2.62	2.62	0	72	1.75	0	0	0	

14b. Three Year Summary

Latest Complete Year	Latest Complete Quarter	Average Number of Employees	Exposure Hours	Recordable Cases				Total Recordable Cases (Calculated)	Total Recordable Incident Rate (Calculated)	Number of Days		DART	Incident Rate of Away from Work Cases	Severity Rate	LTA / Total Accident Ratio	Fatality Ratio
				Deaths (G)	Away From Work Cases (H)	Remained At Work				Away From Work (days) (K)	On Job Transfer or Restriction (days) (L)					
						Job Transfer or Restriction Cases (I)	Other Recordable Cases (J)									
2013	Q3 2014	135.00	854488.00	0.00	3.00	5.00	12.00	20.00	4.68	13.00	191.00	1.87	0.70	3.04	0.15	0.00

If required by your Operator, please upload OSHA 300A and 300 logs for the indicated year.

Year	OSHA Verification
2014	No documents have been uploaded for this period.
2013	No documents have been uploaded for this period.
2012	No documents have been uploaded for this period.

16. Please enter any comments below on information in the incident tables: This information should include how many employees actually go to Operator(s) premises.

2Q2011 - Hand Laceration and foreign object in eye 1Q2011 - Bruised Leg 1Q10 - Foreign substance in eye 1Q 2004 Foreign object in eye 3Q 2004 Foreign object in eye. 1Q 2006 disputed case - back injury 2Q 2006 foreign object in eye 4Q06 grit in eye

17a. **Specify the basis for exposure or employee hours.**

12 Hr. Shifts

17b. If "Other" above, please explain the basis for exposure or employee hours.

Use the "Drop Down List" below to navigate to the various sections of the questionnaire

General Safety Incident Statistics 

Sections with a shaded background are incomplete

1a. EMR Statistics

EMR Document	Rating	Effective Date	Expiration Date
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2a. EMR Statistics

Year	Quarter	EMR
2015	1	

2014	4	
2014	3	
2014	2	
2014	1	0.96

2013	4	0.76
2013	3	0.76
2013	2	0.76
2013	1	0.76

2012	4	0.69
2012	3	0.69
2012	2	0.69
2012	1	0.69

Use the "Drop Down List" below to navigate to the various sections of the questionnaire

EMR Statistics 6

Sections with a shaded background are incomplete



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 1776 Yorktown, Suite 200 Houston TX 77056	CONTACT NAME: Patsy Howard		FAX (A/C, No): 713-966-1700
	PHONE (A/C, No, Ext): 713-966-1771	E-MAIL ADDRESS: patsy.howard@marshmc.com	
INSURED Integrated Flow Solutions, LLC P.O. Box 7095 Tyler TX 75711	DXPEN-1	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Liberty Mutual Fire Insurance Compa	23035
		INSURER B : Lexington Insurance Company	19437
		INSURER C :	
		INSURER D :	
		INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 1413788671 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TB2691453486035	1/1/2015	1/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AS2691453486025	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$XXXXXXXXXX BODILY INJURY (Per accident) \$XXXXXXXXXX PROPERTY DAMAGE (Per accident) \$XXXXXXXXXX \$XXXXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$25,000			015881343	1/1/2015	1/1/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$XXXXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N <input type="checkbox"/> <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			WA769D453486015	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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CERTIFICATE HOLDER	CANCELLATION
For Bid Purposes P.O. Box 7095 Tyler TX 75711	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

BUREAU VERITAS
Certification



INTEGRATED FLOW SOLUTIONS

6461 Reynolds Rd
Tyler, TX, 75708 USA

Bureau Veritas Certification certify that the Management System of the above organization has been audited and found to be in accordance with the requirements of the management system standards detailed below

Standards

ISO 9001:2008

Scope of certification

DESIGN, MARKETING, SALES, AND MANUFACTURE OF LIQUID AND GAS PROCESS SYSTEMS

Certification cycle start date: **1 June 2013**

Subject to the continued satisfactory operation of the organization's Management System, this certificate expires on: **31 May 2016**

Original certification date: **2 June 2010**

Certificate No. **US006000-1**



Certification Authority

Local office: Bureau Veritas Certification North America, Inc.
390 Benmar Drive, Houston, Texas, USA
www.us.bureauveritas.com/bvc



Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization. To check this certificate validity please call **+(800) 937-9311**.





Dichiarazione CE/ATEX di conformità EC/ATEX Declaration of conformity

Dichiara sotto la propria esclusiva responsabilità che il prodotto:
Declare under our own responsibility that the product:

Descrizione prodotto:

Description of product: Fuel Gas Conditioning Package

Tipo e s/n: AHE

Type and serial number: s/n: 24925

Marcatura:

Marking:

  3G IIA T3

Al quale questa dichiarazione si riferisce, è conforme alla Direttiva Europea 94/9/CE in considerazione delle seguenti norme armonizzate:

To which this document refers, is in compliance with the European Directive 94/9/EC considering the following harmonized standards:

EN 1127-1:2007

EN 13463-1:2001

EN 60079-0:2007

EN 60079-14:2007

La valutazione di conformità è stata eseguita in accordo all'Allegato VIII della Direttiva ATEX 94/9/CE.

The conformity evaluation has been completed according Annex VIII of the ATEX Directive.

Tyler, TX 2011


Leandro Bruno
Legale Rappresentante
Legal Representative



EC DECLARATION OF CONFORMITY

Manufacturer: INTEGRATED FLOW SOLUTIONS, LLC

We hereby declare that the pressure equipment specified below has been designed, manufactured and tested in accordance with the requirements of:

- Pressure Equipment Directive (97/23/EC)

Description of Pressure Equipment:

Model: Fuel Gas Skids
Serial number(s): 24925-01, 24925-02



Conformity assessment procedure followed:

Module G: Certificate of Conformity
Category IV

The Notified Body has issued the following EC certificates:

Certificate of Conformity: CE-0041-PED-G-IFS-001-11-USA, CE-0041-PED-G-IFS-002-11-USA

Notified Body: 0041

The Notified body that carried out the inspection:


Bureau Veritas UK Limited
Parklands
Wimslow Road
Didsbury
Manchester M20 2RE
United Kingdom

The following Harmonized standards applied: EN-10204:2004

Other technical standards and specifications used: ASME B31.3, CAS-1000-OF-PI-CAL-0001_C1

Other Community Directives applied:

- ATEX Directive (94/9/EC)

Marking:  3G IIA T3

Considering the following harmonized standards:

EN 1127-1: 2007
EN 13463-1: 2009
EN 60079-0: 2007
EN 60079-14: 2007

The conformity evaluation has been completed according Annex VIII of the ATEX Directive.



- Machinery Directive (2006/42/EC)

Description of Product: Fuel Gas skid with Heater Control Panel Tag# 31-H-10A&B and 31-H-12A&B

Type: D1-24925-01 and D6-24925-01

Marking: Supply Voltage: 400VAC; Three-phases; Frequency: 50 Hz;



Short circuit Rating: 40 kAIC; Full Load Current: 290A;

IP degree of protection: IP42

Considering the following harmonized standards:

EN 60204-1:2006

Name and address of the person authorized to compile the relevant technical documentation:

Mayra Bruno

38 Fresham Drive

London

SW15 3EA

Signed: Eric Pink
QAQC Manager

Tyler, TX USA. Date: 19-Jul-2011



CERTIFICATE OF CONFORMITY
Module G - Pressure Equipment Directive 97/23/EC
N° CE-0041-PED-G-IFS-001-11-USA

We hereby certify that the design, manufacture and testing of the below pressure equipment complies with the applicable Essential Safety Requirements of the Pressure Equipment Regulations 1999 (EC pressure Equipment Directive 97/23/EC).

Manufacturer (name):

Integrated Flow Solutions

Address:

**6461 Reynolds Road
 Tyler, TX 75708
 UNITED STATES OF AMERICA**

EQUIPMENT

Item :

Skid 31-Z-10 (SN24925-01)

Description :

**Skid 31-Z-10 contains Four sections designated and rated as follows:Section/Rating Service Scope
 130 barg @ 80 deg C Fuel Gas Piping Spec.E (Class 900) From Tie-In A to 31-H-10A/B (not inclusive),
 130 barg @ 120C Fuel Gas Piping Spec.E (Class 900) From 31-H-10A/B to Piping Spec. break E/B downstreams PV-03601,2.
 21 barg @ 100C Fuel Gas Piping Spec.B (Class 300)
 11 barg @ 100C Fuel Gas Piping Spec.A (Class 150) including the following: Vessels (1 - Fuel Gas Scrubber, 2-Preheaters [including vessels and the heater bundle]),Piping, Valves, and Instrumentation.All pressure vessels in 31-Z-10 are individually CE Marked by subcontractors and itengrated into one assembly. The interconnecting pipingassemblies, safety and pressure accessories are covered for this particular PED documentation.**

TESTS CARRIED OUT

Final tests:

Dimensional checks, check of safety device calculations for sizing and relieving capacity, installation and marking, witness hydrostatic test and pneumatic test of piping lines and final test of assembled skids, review material certificates and verify nameplate marking.

Remarks -List of enclosures:

INFORMATION

Trading name of the manufacturer:

Integrated Flow Solutions

Trading name of the authorized representative:

NA

Marking :

CE 0041 (BVIL notified body number)

Nature and location of the affixing of the marking of the equipment:

Nameplate with CE Mark is affixed to skid structural member.

Year of manufacture :

2011

Serial number :

31-Z-10 (SN24925-01)

Essential maximum/minimum allowable limits :

- *Maximum allowable pressure:*
- *Minimum/maximum allowable temperature:*

**See other information for details.
 See other information for details.**



N° CE-0041-PED-G-IFS-001-11-USA

FURTHER INFORMATION (where applicable)

- Volume *V* of the pressure equipment (l): **NA**
- Nominal size for piping DN: **DN 25 - DN 150**
- Test pressure *PT* applied (bar) and date: **SN24925-01 Test @ 6.2 barg 15 Feb 2011,
See Hydro Test Verification on the 31-Z-10
Inspection Checklist for line hydro tests and dates.**
- Safety device set pressure (bar): **PSV-0601, 0602, 02601 & 02611 @ 129 barg, PSV
06601, 06611, 04601 & 05601 @ 21 barg, PSV 07601
& 08601 @ 10.9 barg**
- Output of the pressure equipment (kW): **NA**
- Supply voltage (volts): **NA**
- Intended use: **Cleaning particulates in gas.**
- Filling ratio (kg/l): **NA**
- Maximum filling mass (kg): **NA**
- Tare mass (kg): **SN24925-01: 33,566 kg**
- Product group: **1 Gas**
- Other information: **SN24925-01:
(Class 900)Max PS 130 barg @ Max T 80 deg C / -29
deg C Min,
(Class 900)Max PS 130 barg @ Max T 120 deg C / -29
deg C Min,
(Class 300) Max PS 21 barg @ Max T 100 deg C / -29
deg C Min,
(Class 150)Max PS 11 barg @ Max T 100 deg C / -29
deg C Min.**

Made at	On (MM/DD/YYYY)	Approved and Recorded in	Signed by	Signature authorised by Notified Body No. 0041
Manchester, UK	07/11/2011	UK	Patrick Hennessey	
Code d'enregistrement / Registration code: 2011/200.11,1844/PUK				

This certificate is subject to the terms of Bureau Veritas General Conditions of Service attached to the agreement signed by the applicant.

**THE NATIONAL BOARD
OF
BOILER & PRESSURE VESSEL INSPECTORS**

*Certificate of Authorization
to Register*



This is to certify that

**INTEGRATED FLOW SOLUTIONS
6461 REYNOLDS RD.
TYLER, TX 75708**

*is authorized to apply the “NB” mark and register
boilers, pressure vessels or other pressure retaining
items with the National Board.*

*The scope of Authorization is limited to items
manufactured in accordance with:*

ASME Designator(s): U, S

ISSUE DATE: February 6, 2015

*This Certificate of Authorization to Register will remain
in effect as long as the manufacturing organization holds
a valid Certificate of Authorization issued by the
American Society of Mechanical Engineers.*

Executive Director

A handwritten signature in black ink, appearing to read 'D. A. ...', positioned above the title 'Executive Director'.



THE NATIONAL BOARD
OF
BOILER & PRESSURE VESSEL INSPECTORS
Certificate of Authorization



This is to certify that

INTEGRATED FLOW SOLUTIONS
6461 REYNOLDS RD
TYLER, TEXAS 75708
UNITED STATES

is authorized to use the "R" SYMBOL in accordance with the provisions of the National Board.

The scope of Authorization is limited as follows:

METALLIC REPAIRS AND/OR ALTERATIONS AT THE ABOVE LOCATION AND EXTENDED FOR FIELD REPAIRS AND/OR ALTERATIONS CONTROLLED BY THIS LOCATION

CERTIFICATE NUMBER: R-5531

ISSUE DATE: JANUARY 22, 2015

EXPIRATION DATE: FEBRUARY 24, 2018

Executive Director





CERTIFICATE OF AUTHORIZATION

The named company is authorized by the American Society of Mechanical Engineers (ASME) for the scope of activity shown below in accordance with the applicable rules of the ASME Boiler and Pressure Vessel Code. The use of the certification mark and the authority granted by this Certificate of Authorization are subject to the provisions of the agreement set forth in the application. Any construction stamped with this certification mark shall have been built strictly in accordance with the provisions of the ASME Boiler and Pressure Vessel Code.

COMPANY:

**Integrated Flow Solutions
6461 Reynolds Rd.
Tyler, Texas 75708**

SCOPE:

Manufacture of pressure vessels at the above location and field sites controlled by the above location (This authorization does not cover impregnated graphite)

AUTHORIZED: **January 16, 2015**

EXPIRES: **February 24, 2018**

CERTIFICATE NUMBER: **31,698**

A handwritten signature in black ink, appearing to read "Bryan A. Eiler".

Vice President, Conformity Assessment

A handwritten signature in black ink, appearing to read "Joseph J. Loveman".

Director, Conformity Assessment





CERTIFICATE OF AUTHORIZATION

The named company is authorized by the American Society of Mechanical Engineers (ASME) for the scope of activity shown below in accordance with the applicable rules of the ASME Boiler and Pressure Vessel Code. The use of the certification mark and the authority granted by this Certificate of Authorization are subject to the provisions of the agreement set forth in the application. Any construction stamped with this certification mark shall have been built strictly in accordance with the provisions of the ASME Boiler and Pressure Vessel Code.

COMPANY:

**Integrated Flow Solutions
6461 Reynolds Rd.
Tyler, Texas 75708**

SCOPE:

Manufacture and assembly of power boilers at the above location and field sites controlled by the above location

AUTHORIZED: **January 16, 2015**

EXPIRES: **February 24, 2018**

CERTIFICATE NUMBER: **42,674**

Vice President, Conformity Assessment

Director, Conformity Assessment





CANADIAN WELDING BUREAU

The CWB acknowledges that

Integrated Flow Solutions

6461 Reynolds Road , Tyler, TX 75708 USA

is Certified to CSA Standard W47.1

Certification of Companies for Fusion Welding of Steel

In the DIVISION 3

INITIAL CERTIFICATION DATE: November 9, 2011

Scope: Miscellaneous structural steel fabrication.

Registrar & Manager Q.A.

Authorized Signing Officer

Certification is validated yearly via a "Letter of Validation", a copy of which is available from the company



Accredited
CB-PS
(Certification Body-Product/Services)



The Canadian Welding Bureau is accredited by the Standards Council of Canada



The CWB acknowledges that

Integrated Flow Solutions, LLC

6461 Reynolds Road , Tyler, TX 75708 USA

is certified to CSA Standard **W47.1**

“Certification of Companies for Fusion Welding of Steel”

in DIVISION 3

for the period **July 26, 2014 to August 25, 2015**

Company Code: INTFL1

Scope: Miscellaneous structural steel fabrication.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Registrar

The product certification system operated by the Canadian Welding Bureau most closely resembles that described by ISO/IEC Guide 67, Conformity assessment — Fundamentals of product certification, System 6.



Accredited
CB-PS
(Certification Body - Product/Services)

8260 Parkhill Drive, Milton, Ontario L9T 5V7
1-800-844-6790 | Int: 905-542-1312 | Fax: 905-542-1318
Email: info@cwbgroup.org | Web: www.cwbgroup.org



Certificate of Compliance

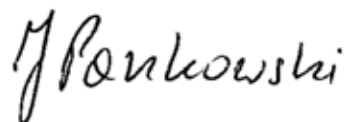
Certificate: 1621441 **Master Contract:** 228216
Project: 1621441 **Date Issued:** 2005/02/21
Issued to: **Integrated Flow Solutions**
6461 Reynolds Road
Tyler, TX 75708
USA
Attention: Ryan Skender

The products listed below are eligible to bear the CSA Mark shown



Issued by: James Rusnak

Authorized by: Janusz Pankowski, Manager of
Certification Services



PRODUCTS

CLASS 3211 09 - INDUSTRIAL CONTROL EQUIPMENT - Special (Custom) Industrial
Control Assemblies

Special control assemblies, enclosed 600V ac max., 1 or 3 ph, 60Hz, 500A max , 200 hp, full voltage starter or variable speed drives, consisting of CSA components such as enclosures Type 1, 3, 3R, 4, 4X or 12, fuses, switches, circuit breakers, starters, contactors, transformers, control relays, plcs, timers and auxiliary devices.

Note: This Certification does not cover Control Panels for Cranes and Hoists, Refrigeration Compressor controllers, Heating Equipment, Fuel Burning Equipment, Capacitor Banks, Automatic Transfer Switches, Elevator Equipment, Motor Control Centers, Equipment with Service Entrance Compartment or for Equipment to be installed in Hazardous Locations.



Certificate: 1621441

Master Contract: 228216

Project: 1621441

Date Issued: 2005/02/21

APPLICABLE REQUIREMENTS

CSACAN/CSA-C22.2 No. 14-95 - Industrial Control Equipment

SGS

January 30, 2004

To: Integrated Flow Solutions
9800 NW Freeway, Suite 205
Houston, TX 77092

Attn: Bill Marsh

Re: ExxonMobil Sakhalin-I Project. Russian certification issue.

Gentlemen:

Thank you for giving me the opportunity to meet with you and provide for your understanding of the Russian mandatory industrial certification services SGS offers.

Please keep in mind that SGS is the only US firm officially accredited by Gosstandart (GOST-R) of the Russian Federation. SGS can supply Technical Passports, Gosgortekhnadzor (GGTN) Permits of Use, Gosenergonadzor (GEN) Explosion-Proof Approval Certificates, GOST-R Certificates of Conformity, and other mandatory Russian certification documents to legitimize you products to be delivered to Russia, depending upon your specific requirements and certification needs. Having gained an overwhelming experience in the field of foreign mandatory industrial certification (since 1993), SGS' experts and specialists will be happy to work with IFS to assist in identifying the correct Russian certification requirements/scope and execute all applicable certification procedures.

After reviewing IFS's products and standard project documentation, I feel quite confident that SGS is fully capable of rendering all necessary certification services and supplying all necessary Russian certification documents to IFS, with no negative impact on IFS's competitive position worldwide.

I look forward to working with IFS on the Sakhalin-I Project, as well as other certification projects developed in both Russia and other CIS countries.

Kind Regards,



Eugene Nizhniy
Product Certification Manager

Subscriber No:	176079
Employee No:	16516
(For Internal UL Use Only)	

UNDERWRITERS LABORATORIES INC. ®
UL SERVICES AGREEMENT

TO: UNDERWRITERS LABORATORIES INC.*

Return to
Address
Indicated

- | | | |
|---|--|---|
| { | <input type="checkbox"/> 333 Pfingsten Rd., Northbrook, IL 60062-2096 | <input checked="" type="checkbox"/> 12 Laboratory Dr., P.O. Box 13995 |
| | <input type="checkbox"/> 1285 Walt Whitman Rd., Melville, L.I. NY 11747-3081 | <input checked="" type="checkbox"/> Research Triangle Park, NC 27709-3995 |
| | <input type="checkbox"/> 2600 N. W. Lake Road, Camas, WA 98607-8542 | |
| | <input type="checkbox"/> 1655 Scott Blvd., Santa Clara, CA 95050-4169 | |

THIS AGREEMENT is made at Northbrook, Illinois, as of January 31, 2003, by and between Underwriters Laboratories Inc. ("UL"), a not-for-profit Delaware corporation, 333 Pfingsten Road, Northbrook, Illinois 60062 and INTEGRATED FLOW SOLUTIONS

TYLER TX

(Company Name, City and State [or Country if not in U.S.A.]


(hereinafter sometimes referred to as "Subscriber").

Under this Agreement, Subscriber enters into a relationship with UL as: (a) an "Applicant" who submits devices, equipment, materials or systems ("products") to UL for investigation to assess the product's conformity with UL's Requirements and the eligibility of those products for UL's Listing, Classification, Recognition, Verification, Follow-Up Service and/or other Service ("UL Service"); (b) a "Manufacturer" who manufactures or assembles products covered by UL Service; and/or (c) a "Listee" whose name is listed in UL's published records in connection with products covered by UL Service. "Subscriber" shall refer to a party acting as an Applicant, Manufacturer or Listee unless otherwise indicated. UL will investigate submitted products and, if eligible, in UL's sole opinion, permit the use of the UL's registered Certification Marks or other markings ("Marks") under the following terms and conditions:

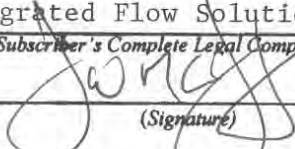
- A. **Product Investigation Fees.** UL will establish a fee for each product investigation (including engineering, technical and support personnel charges). The fee covers one examination and set of tests that UL determines are appropriate for the product (not including testing of additional samples, separate investigation of components of a product, or reimbursable expenses), and the preparation of a report. The fee shall not be exceeded without written authorization.
- B. **Follow-Up Service Fees.** UL's Follow-Up Service is an integral part of UL Service and includes, without limitation, inspection of facilities where products covered by UL Service are manufactured or assembled, and additional testing to determine whether manufactured products are eligible for UL Service. UL will bill Subscriber for Follow-Up Service at UL's current rates, which may change from time to time as determined by UL, in its sole discretion. Follow-Up Service charges may vary depending upon the nature and extent of the necessary inspection, testing and evaluation, including any extra costs resulting from the failure of a product to conform to UL's Requirements or insufficient Manufacturer quality control procedures.
- C. **Expenses.** Reimbursable expenses associated with a product investigation may include, without limitation: travel expenses; carrier, communications and special equipment charges; materials, energy and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions and printing; and charges for preparation of extra copies of UL reports and other documents.
- D. **All fees and reimbursable expenses associated with each product investigation shall be paid regardless of whether the product investigation results in any product being eligible for UL Service.** UL may require a deposit (to be credited against the total charges) before UL begins a product investigation. UL also reserves the right to share an Applicant's credit history and information with its affiliates. UL reserves the right to refuse to investigate or cancel the investigation of any product submitted at any time. All costs and expenses UL has incurred up to the date the product investigation is terminated shall be paid.
- E. **Applicant shall be responsible for payment of all services and expenses in connection with products covered by UL Service.** UL may render invoices for all UL Service on a monthly basis. All charges shall be paid without set off upon presentation of invoices by UL and shall be considered in default if Subscriber fails to pay such charges within thirty (30) days after presentment. UL may charge interest at the rate of 1.5% per month (18% per year), or the maximum legal rate, from the due date until paid. If charges are not paid when due, UL may deny or withdraw UL Service for any of Subscriber's products.

WE AGREE TO THE TERMS AND CONDITIONS ON ALL FOUR PAGES OF THIS AGREEMENT AND WARRANT THAT NO ALTERATIONS OF ITS TEXT HAVE BEEN MADE WITHOUT UL'S PRIOR WRITTEN CONSENT. THE UNDERSIGNED REPRESENTS AND WARRANTS THAT S/HE IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF SUBSCRIBER.

UNDERWRITERS LABORATORIES INC.

By: 
JANE L. COEN
 CORPORATE SECRETARY
(Typed Name and Title)

Integrated Flow Solutions
(Subscriber's Complete Legal Company Name)

By: 
(Signature)
John McIntyre / General Manager
(Typed Name and Title)

1.0 Establishment of UL Service.

1.1 If UL determines that a product is eligible for UL Service, UL will prepare and lend a Follow-Up Service Procedure for the product (the "Procedure") to the Manufacturer(s) to be issued only after establishment of UL Service in the form and manner UL determines. The Procedure contains provisions and conditions identifying and defining the product, the UL Service and the conditions for use of the Marks in connection with the product, and the facilities at which UL Marks are to be applied. The parties agree that any Procedure prepared by UL for a product is hereby made a part of and incorporated by reference into this Agreement. In particular, the provisions and conditions of the Procedure shall govern the use of the Marks.

1.2 Before UL establishes UL Service for a product, the Applicant will provide UL with the intended Listee's company name and address (if different than the Applicant) and the name of the Manufacturer(s) and address of the factory(ies) at which the product is manufactured or assembled. When UL Service is established, the Listee's name and the identification of the covered products will appear in UL's published records. Listee authorizes UL to publish its name and other information regarding the product in UL's published records. No UL Service will be established or maintained unless all appropriate Applicants, Listees and Manufacturers have executed and continue to comply with an agreement designated by UL.

1.3 Subscriber acknowledges that the Manufacturer(s) of the product must demonstrate to UL's satisfaction that the Manufacturer(s) will produce the product in accordance with this Agreement including, without limitation, the Procedure. UL also reserves the right to conduct an "Initial Production Inspection" (IPI) to determine whether the manufactured products conform to UL's requirements. The Manufacturer(s) shall establish and maintain a program of production, inspection and tests to assure that products bearing the Marks comply with UL's Requirements. UL Service shall be terminated for any product that, for any reason, is no longer eligible for UL Service.

1.4 Subscriber agrees that if a revision in UL's Requirements is adopted or the requirements are withdrawn during the term of the Agreement, UL shall determine the date by which use of the Mark under the Requirements shall terminate and shall notify the Subscriber of such date. Subscriber agrees to comply with any such notice. If the Requirements are revised, the continued coverage of the product and the rights of the Subscriber to use the Mark beyond the specified date shall be contingent upon a revised product being submitted to UL, found to comply with the applicable requirements, and appropriate revisions made in the Procedure. If the product is found not to comply with the revised requirements, or if the requirements are withdrawn, the coverage of the product shall be terminated on the specified date and the right to use the Mark will cease on that date. Where examination and/or testing of the product is necessary to determine its compliance with new or revised requirements, the cost of such determination shall be charged to the Applicant on the same basis as a new product submittal.

2.0 Conduct of Follow-Up Service.

2.1 Subscriber agrees that UL representatives will make periodic examinations or tests of the products at factories where covered products are manufactured. UL may, from time to time, select samples at the factory, place of sale or elsewhere for examination or testing to determine compliance with UL's Requirements. UL's Follow-Up Service, and any sampling, inspections or tests conducted by UL as part of the Follow-Up Service, is designed to serve only as a check on the means the Manufacturer(s) use to determine compliance of the products with UL's Requirements and does not relieve Subscriber of any responsibility for its products.

2.2 UL's representatives shall have free, unannounced, immediate, safe and secure access to factories or storage facilities where the products or any components are fabricated, processed, finished, stored or located, at all times during business hours or when the factory or storage facilities are in operation in order for UL's representatives to perform their duties. Subscriber agrees to provide UL's representatives with all safety and other protections required by law for its own employees including, without limitation, all Occupational Health and Safety Administration rules and regulations. The right of UL's representatives to obtain free access to a factory or storage facility shall not be conditioned upon the execution by UL or the representative of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of UL or the representative. However, UL shall direct its representatives to exercise due care to comply with any plant safety regulations generally applicable to personnel at the factory or storage facility.

2.3 The Manufacturer(s) shall make all Marks and the means of applying such Marks available for inspection by UL's representatives at all reasonable times. If UL's examination or tests disclose features which, in the sole opinion of UL's representative, are not in compliance with UL's Requirements, the Manufacturer(s) will either correct such items or remove the Marks from all products designated by the representative. If the Manufacturer(s) disagree with UL's representative regarding whether a product is eligible to use the Marks, the Manufacturer(s) may hold the product at the factory or storage facility pending an appeal to and a decision by UL.

3.0 Subscriber's Acknowledgements.

3.1 Subscriber represents and warrants that all the information and data provided to UL by Subscriber or on its behalf is complete and accurate and that UL may rely upon such information when testing, investigating and establishing a UL Service for Subscriber's product. In the event that any UL Service is established, Subscriber agrees that it will comply with the applicable UL Requirements at all times including (a) the description, specifications, and Requirements contained in the Procedure; (b) the published Standard(s), if any, applicable from time to time to the covered product; and (c) the performance Requirements applied as a condition of UL Service.

3.2 Subscriber recognizes that each product investigation is unique and that the timing of each investigation will vary depending upon the particular investigation and the findings. Subscriber agrees that UL, its trustees, members, officers, employees, subcontractors, and agents shall have no obligation or liability for any damages, including consequential damages, or for specific performance arising from UL's performance, non-performance, or delay in performance under this Agreement.

3.3 Subscriber agrees that UL shall not be responsible for lost, damaged or destroyed samples or for injuries or damages of any nature caused by any sample. UL will return tested samples to Subscriber (insured for a nominal value) unless they are completely destroyed during UL's investigation or Subscriber instructs UL otherwise in writing.

3.4 Subscriber agrees that UL does not assume or undertake to discharge any responsibility of Subscriber to any other party. Subscriber recognizes that UL's opinions and findings represent its judgment given with due consideration to the necessary limitations of practical operation in accordance with UL's objects and purposes. Subscriber agrees that UL does not warrant or guarantee that its opinions or findings will be recognized or accepted.

3.5 Subscriber recognizes that UL testing may be inherently hazardous. UL does not assume or accept responsibility or liability for any personal injury, death or property damage to Subscriber's personnel or property in connection with any tests performed at any location by any persons, including without limitation, personnel of UL, Subscriber or any third party, unless due to UL's sole negligence.

3.6 Subscriber agrees to indemnify, defend and hold UL, its trustees, members, officers, employees, agents and subcontractors, harmless against any claims, suits, losses, judgments, costs, fines, liabilities or expenses, including attorneys' fees of counsel of UL's choosing, arising from any misuse by the Subscriber of the Marks or arising from any violation by the Subscriber of the terms and conditions of this Agreement.

3.7 Subscriber acknowledges its willingness to support UL's public safety mission and that UL, as the certifier of Subscriber's products, is entitled to receive information developed or collected by Subscriber regarding the field performance of UL certified products. Accordingly, Subscriber will make available to UL for inspection and copying, all documents, test results, and other information with respect to a product (i) that is subject to Section 15(b) of the Consumer Product Safety Act, 15 U.S.C. § 2064(b); (ii) that fails to meet a consumer product safety standard or; (iii) that could create a substantial hazard to users. With respect to documents provided by Subscriber to the U.S. Consumer Product Safety Commission or any similar federal, state or local agency, Subscriber authorizes that agency to make those documents available to UL for inspection and copying. Subscriber further agrees that it will cooperate with and assist UL in connection with its investigation of any affected products and undertake such corrective action, including recall, where, in UL's sole opinion, such action is in the best interests of public safety.

4.0 Confidentiality. UL agrees not to voluntarily disclose secret information obtained in confidence from Subscriber to third parties without Subscriber's prior written authorization unless the information is already known to UL, publicly available, subsequently acquired from other sources, or disclosure is required by law. Subscriber agrees that UL, as an independent not-for-profit organization testing for public safety, will from time to time notify the public concerning products then or previously marketed that UL's investigations reveal present, in UL's sole opinion, substantial hazards.

4.1 Subscriber hereby authorizes UL to transmit unencrypted confidential information and other information through the Internet or a public network to e-mail addresses or other locations provided by Subscriber. Subscriber acknowledges that UL cannot guarantee the privacy and confidentiality of such transmissions. Subscriber agrees that UL's transmission of confidential information via the Internet or other public network shall not be a breach of any confidentiality obligation under this Agreement and that UL shall not be liable for any damages resulting from such transmissions.

5.0 The UL Marks. Subscriber acknowledges that UL is the owner of registered Certification Marks. Subscriber assumes full and complete responsibility for its use of the Marks. Subscriber agrees that it will, through proper inspection or otherwise, determine that products bearing the Marks have been made in compliance with UL's Requirements. Subscriber agrees that its use of the Marks constitutes its declaration that the products are covered by UL Service and have been made in compliance with UL's Requirements.

5.1 Unless otherwise authorized by UL, the Marks shall be in the form of separable, legible labels not readily transferable from one product to another. Orders for separable labels shall be processed through UL and obtained only from a printer or manufacturer of Marks authorized by UL.

5.2 Notwithstanding that the manufacturing cost of labels or other means of applying the Marks are not paid by UL, it is agreed that title to and control of labels, markers, or other means of marking shall be vested in UL until such time as the Marks are properly applied to the covered product in accordance with this Agreement. UL's representatives shall have the right, on demand, to acquire possession of any or all unused labels, markers, or other means of applying the Marks when, in the opinion of UL's representative, that action is warranted.

5.3 Subscriber agrees that the manufacture, sale, delivery, shipment, distribution or promotion of any product utilizing a Mark or description referring to UL would mislead the public if such product is not covered by UL Service, does not comply with UL's Requirements or if the Marks are used in any other way than as provided in this Agreement and the applicable Procedure. Subscriber agrees that such a breach of this Agreement could not adequately be compensated for in money damages. Subscriber agrees that a temporary injunction may be issued at UL's request prohibiting Subscriber from: (i) using the Marks or referring to UL in any manner; (ii) selling, offering for sale, delivering or distributing any products bearing the Marks or referring to UL in any way; or (iii) any other appropriate relief. The parties agree that such a temporary injunction shall not affect UL's right to compensatory or punitive damages for misuse of the Marks or UL's name, abbreviations or symbols and shall be in addition to, and not in lieu of, any other rights and remedies provided by this Agreement or law.

5.4 Recognized Components are not eligible to bear the registered UL Listing Mark or Classification Marking. Manufacturers of components produced under UL's Recognition Service are only authorized to use the registered Recognized Component Mark or other specified Markings to identify the covered product.

6.0 References to UL. Subscriber acknowledges that UL owns several Marks including, without limitation, "Underwriters Laboratories Inc.," "UL" and the UL Recognized Component Mark. Subscriber shall not use Underwriters Laboratories Inc.'s name, or any abbreviation or symbol or Mark, thereof, on or in connection with products, containers or packaging, unless and until expressly authorized by the Procedure and then only in the form or manner specified in the Procedure, e.g., Subscriber may not refer to a product submitted for UL Service as "UL pending." Subscriber agrees that UL may notify vendors, authorities, potential users and others of any improper or unauthorized use of the Marks or reference to UL when, in UL's sole opinion, necessary for public safety or the protection of the Marks.

6.1 Use of UL Name and Marks in Advertising and Promotional Materials. UL will permit the use of appropriate references to Underwriters Laboratories Inc., such as "Listed by Underwriters Laboratories Inc.," "Underwriters Laboratories Inc. Listed," "UL Listed," "Listed by U. L., Inc.," "Recognized by ...," "UL Recognized ...," or the form or text (wording) specified in the Procedure in promotional or advertising material, in any form including without limitation print or electronic media, solely in connection with covered products that bear the Marks, provided that in UL's sole opinion the promotional or advertising material is not in conflict with the findings and coverages of UL and that the reference to Underwriters Laboratories Inc. in no way tends to create a misleading impression as to the nature of UL's findings, its coverages and Service. Except for the Mark that is prescribed for use in a specific relevant Procedure, no other UL Marks may be used in the advertising and promotional material supplied with covered product. In those instances where a Marking is used, any text which is required by the Procedure shall be set forth in full.

7.0 Termination. This Agreement will continue in effect until terminated as set forth below.

7.1 Either party may terminate this Agreement, with or without cause, at any time upon thirty (30) days prior written notice to the other party. Any termination notice shall specify the proposed termination date. The parties agree that any notice of termination shall be sufficient if sent by registered or certified mail addressed to either UL (with copies to UL's Corporate Secretary and General Counsel) or Subscriber at its last known address. The notice period shall begin on the date a party deposits the notice in the mail, properly addressed and postage prepaid.

7.2 UL may immediately terminate or suspend this Agreement at any time upon written notice to Subscriber if, among other things, Subscriber: (i) becomes insolvent or makes a general assignment for the benefit of creditors or a petition under the Bankruptcy Act is filed with respect to Subscriber; (ii) becomes involved in legal proceedings that, in UL's sole discretion, interfere with performance of this Agreement; or (iii) defaults in any of its obligations under this Agreement. Termination of this Agreement will not affect the parties' obligations existing as of the date of termination, shall not relieve the Subscriber of its indemnity obligations, or excuse Subscriber from paying any charges owing to UL. Upon termination, with or without cause, of any rights or authority conferred by this Agreement, UL shall (a) discontinue UL Service on any affected products and/or (b) have the right to acquire possession of any Procedure or any unused Marks which, in its sole opinion, were issued for use in connection with any product that is the subject of the termination. Subscriber shall discontinue the use of the Marks on or in connection with any product that is the subject of such termination. Subscriber also shall discontinue any reference to UL in connection with any product which is the subject of such termination in promotion, advertising or otherwise. The foregoing does not in any way limit the actions that UL may take in the event of the termination of any rights or authority conferred by this Agreement.

8.0 Waiver. Any failure by a party to insist upon the performance of any provision of this Agreement shall not constitute a waiver of any rights under the Agreement or future performance of that provision.

9.0 No Third Party Beneficiaries. No provisions of this Agreement shall in any way inure to the benefit of any third party, including the public at large. The parties intend that no third party shall have any rights or cause of action under this Agreement.

10.0 Governing Law. This Agreement shall be governed by the laws of the State of Illinois, USA without reference to its choice of law principles. Any action related to the Agreement shall be filed in the federal or state court having jurisdiction in Cook County, Illinois, USA. The parties consent to the exercise of personal jurisdiction of that court and shall bear any costs, legal fees and expenses incurred in transferring actions filed elsewhere.

11.0 Subcontracting. The Subscriber agrees that UL may, in its sole discretion, subcontract testing or other services. All subcontractors shall meet UL's current qualification requirements and comply with UL's requirements for confidentiality, conflicts of interest and ethical standards.

12.0 No Assignment. Subscriber may not assign any of its rights or obligations under this Agreement to any other person without UL's written authorization.

13.0 Entirety of the Agreement. This constitutes the entire and complete agreement between the parties and supersedes any other communications, representations or agreements with respect to its subject matter. This Agreement may only be modified by a writing duly executed by authorized persons for both parties. No preprinted additional or different terms or conditions on either party's purchase orders, invoices, sales or marketing materials or other business documents shall apply to any investigation or transaction under this Agreement. Subscriber represents and warrants that it is authorized to execute this Agreement; that its representative has read the Agreement and understands its terms; that each party has had access to legal counsel; and that each party intends to be legally bound by this Agreement.



IFS Customers

