



IFS Company Profile 2017



| • | Full Company Name and Address | |
|-----|--|--|
| | Sales & Marketing | Engineering & Manufacturing |
| | Integrated Flow Solutions, LLC | Integrated Flow Solutions, LLC |
| | 9807 Whithorn Drive | 6461 Reynolds Road |
| | Houston, Texas 77095 | Tyler, Texas 75708 |
| • | Mailing Address | |
| | 9807 Whithorn Drive | P. O. Box 7095 |
| | Houston, Texas 77095 | Tyler, Texas 75711 |
| | Telephone 281-855-8125 Number: | Telephone 903-595-6511 Number: |
| | Facsimile 281-855-3504 | Facsimile 903-595-4774 |
| | Number: | Number: |
| | Website: www.ifsolutions.com | Email <u>sales@ifsolutions.com</u> Address: |
| • | Remit / Payment Address Integr | rated Flow Solutions, LLC |
| | | P. O. Box 7095 |
| | Ту | ler, Texas USA 75711 |
| | | |
| Тур | pe of Ownership: | Public |
| Ow | ner: | DXP Enterprises |
| Ye | ar of Incorporation | 1979 |
| Go | vernment Classification: | Limited Liability Corporation |
| Тур | pe of Business: | Engineered To Order Gas & Liquid Process Solutions |
| | nual Sales: | Integrated Flow Solutions LLC |
| 20° | | \$70.0MM \$41.5MM |
| 20 | | \$35.5MM |
| 20 | | \$32.0MM |
| 20 | 10 | ΨοΣ.ΟΙΝΙΙΝΙ |
| | | |
| | | |
| Du | n & Bradstreet Number: | 80-349-9961 |
| | deral ID Number: | 01-0727249 |
| | delal ID Nullibel. | 01-0121243 |





Integrated Flow Solutions, LLC (IFS) 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 power generation, air quality and general industrial. In 2014, IFS and Best PumpWorks were acquired by DXP Enterprises, a Houston, Texas based public company.









MODULAR LNG PROCESSING PACKAGE



NUMBER OF IFS EMPLOYEES

| Ove | rall Number of Employees | 97 |
|-----|--|---|
| 1. | Company Officials: President Sales Director | Houston, Texas William H. Marsh Juan Carlos Patino |
| | | Tyler, Texas |
| | Operations Manager Manufacturing Manager Project Management Team | Michael Roberts Joe Carter Dave Pollan Troy Urbantke |
| 2. | Engineering Manager Product Support Manager Quality Control Manager Materials Manager Parts Manager Engineering: | Leandro Bruno Billy Bottoms Virgimar Soto Clay Reagan Tom Stanfield |
| | Mechanical Engineers Electrical Engineers Process Engineers Designers Draftsmen | 10 3 3 4 6 |
| 3. | Product Support: | 4 |
| 4. | Purchasing: | 5 |
| 5. | Quality Control: | 5 |
| 6. | Shop: Number of Supervisors Number of Inspectors Average Number of All Production Workers Average Number of Code Welders Painters Instrument Fitters Mechanists Pump Mechanics | 5 1 50 15 3 7 7 |



A sample of the IFS Product Line includes:

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



♦ Facilities

1. Building Bays & Crane Capacities:

| Bay Dimen. | <u>Use</u> | Crane | <u>No.</u> | <u>Capacity</u> | Hook Height |
|------------|------------|----------|------------|-----------------|--------------------|
| 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

| Equipment Type | Qty. | Size or Capacity |
|--|------|------------------|
| Union Horizontal Boring Mill | 1 | 5" |
| Summit Horizontal Boring Mill | 1 | 4" |
| Muzak Lathe | 1 | 34" x 120" |
| Muzak Lathe | 1 | 18" x 60" |
| Clausing/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 |



www.ifsolutions.com

Numerous Hand Power Tools

Material Fabrication Capabilities & Limitations

| <u>Material</u> | Min. Thk. | Max. Thk. | Min. O.D. |
|-----------------|-----------|-----------|-----------|
| 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



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



INTEGRATED FLOW SOLUTIONS GENERAL SAFETY INCIDENT STATISTICS SECTION

| 11a. Are employees from other offices / districts | ever utilized? |
|---|----------------|
|---|----------------|

| | No | | | | |
|--|----|--|--|--|--|
|--|----|--|--|--|--|

11b. If an employee from another office / district is injured, at which office / district is their injury recorded?

12a. List Incident Details for each QTR:

| | 1 | 1 | on Q III. | | | | | | | | 1 | | | | | 1 | |
|-------|---------|-----------------------------------|-------------------|---|------|-----------------|--------------------------|--|----------|---|--------------------------------|----|------|--|------------------|------------------------------------|-------------------|
| Year | Quarter | Average Number of Employees | Exposure Hours | | Away | Job Transfer | At Work Other Recordable | Total Recordable Cases (Calculated) | Incident | Total Recordable Incident Rate (Calculated) | Away From Work (days) | or | DART | Incident Rate of Away from Work Cases | Severity Rate | LTA/ Total Accident Ratio | Fatality Ratio |
| 2010 | 4 | 127 | 46133 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2010 | 3 | 130 | 55614 | 0 | 0 | 1 | 0 | 1 | 0.90 | 0.90 | 0 | 4 | 0.90 | 0 | 0 | 0 | 0 |
| 2010 | 2 | 128 | 70480 | 0 | 0 | 0 | 1 | 1 | 0.71 | 0.71 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2010 | 5 1 | 127 | 65807 | 0 | 1 | 0 | 0 | 1 | 0.76 | 0.76 | 4 | | 0.76 | 0.76 | 3.04 | 1 | 0 |
| Summa | y 2016 | 128 | 172227 | 0 | 0 | 1 | 1 | 2 | 2.32 | 2.32 | 0 | 4 | 1.16 | 0 | 0 | 0 | 0 |
| | | | | | | | | | | | | | | | | | |
| 201: | 4 | 134 | 76676 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 201: | 3 | 130 | 67337 | 0 | 0 | 0 | 1 | 1 | 0.74 | 0.74 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 201: | 2 | 133 | 74092 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 201: | 1 | 130 | 62229 | 0 | 0 | 0 | 1 | 1 | 0.80 | 0.80 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Summa | y 2015 | 132 | 280334 | 0 | 0 | 0 | 2 | 2 | 1.43 | 1.43 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | | | | | | | | | |
| 2014 | 4 | 130 | 78432 | 0 | 1 | 0 | 0 | 1 | 0.64 | 0.64 | 6 | 0 | 0.64 | 0.64 | 3.82 | 1 | 0 |
| 2014 | 3 | 139 | 72831 | 0 | 0 | 1 | 0 | 1 | 0.69 | 0.69 | 0 | 47 | 0.69 | 0 | 0 | 0 | 0 |
| 2014 | 2 | 138 | 85776 | 0 | 0 | 0 | 1 | 1 | 0.58 | 0.58 | 0 | 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 | 0 |
| Summa | y 2014 | 139 | 302305 | 0 | 2 | 1 | 4 | 7 | 4.63 | 4.63 | 7 | 47 | 1.98 | 1.32 | 4.63 | 0.29 | 0 |
| | | | | | | | | | | | | | | | | | |
| 2013 | 4 | 154 | 102682 | 0 | 0 | 1 | 1 | 2 | 0.97 | 0.97 | 0 | 5 | 0.49 | 0 | 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 | 0 |
| 2013 | 2 | 142 | 87227 | 0 | 0 | 0 | 1 | 1 | 0.57 | 0.57 | 0 | 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 | 0 |
| Summa | y 2013 | 145 | 342954 | 0 | 1 | 1 | 6 | 8 | 4.67 | 4.67 | 9 | 5 | 1.17 | 0.58 | 5.25 | 0.12 | 0 |

12b. Three Year Summary

| | | Summary | | | | | | | | | | | | | | | |
|---|--------|---------|----------------------|-----------|---------------|---------|----------------|---------------------|--------------|------------------------|-------|-------------|---------------|---------------------|----------|----------|----------|
| | | | | | | Reco | ordable Case | es | | | Numb | er of Days | | T | | | |
| | | | | | | Away | Remained | l At Work | Total | Total | Awav | On Job | l I | Incident Rate of | | LTA/ | |
| | Latest | Latest | Average Number of | Exposure | | From | | | Recordable | Recordable Incident | From | Transfer | DART | Away | Severity | | Fatality |
| ľ | Year | | Employees | l Hours l | Deaths (G) | Work | Transfer or | Other Recordable | Cases | 1 1 | Work | or | | from | Rate | Accident | Ratio |
| | | ` | 1 3 | | | Cases | Restriction | Cases (J) | (Calculated) | (Calculated) | ` ' / | Restriction | l I | Work | | Ratio | |
| | | | | | | (H) | Cases (I) | Cases (3) | | <u> </u> | (K) | (days) (L) | | Cases | | | |
| Ļ | | | | | \sqsubseteq | \perp | C 42 C 5 (1) | | | | | | \sqsubseteq | | | | |
| L | 2015 | Q4 2016 | 134.00 | 754866.00 | 0.00 | 2.00 | 2.00 | 7.00 | 11.00 | 2.91 | 7.00 | 51.00 | 1.06 | 0.53 | 1.85 | 0.18 | 0.00 |

13. OSHA Verification Documents

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

| Year | OSHA Verification | | | | | |
|------|--|--|--|--|--|--|
| 2016 | No documents have been uploaded for this period. | | | | | |
| 2015 | No documents have been uploaded for this period. | | | | | |
| 2014 | No documents have been uploaded for this period. | | | | | |

Date: 1/17/2017 Page 6 of 38



INTEGRATED FLOW SOLUTIONS EMR STATISTICS SECTION

1a. EMR Statistics

| EMR Document | Rating | Effective Date | Expiration Date | |
|-----------------------------------|--------|-------------------|--------------------|---------------|
| Click Here to Review EMR Document | 0.99 | 1/1/2016 | 12/31/2016 | <u>Delete</u> |
| Click Here to Review EMR Document | 0.99 | 1/1/2015 | 12/31/2015 | Delete |

2a. EMR Statistics

| Livik Statistics | | | | | | | |
|------------------|---------|------|--|--|--|--|--|
| Year | Quarter | EMR | | | | | |
| 2016 | 4 | 0.99 | | | | | |
| 2016 | 3 | 0.99 | | | | | |
| 2016 | 2 | 0.99 | | | | | |
| 2016 | 1 | 0.99 | | | | | |
| | | | | | | | |
| 2015 | 4 | 0.99 | | | | | |
| 2015 | 3 | 0.99 | | | | | |
| 2015 | 2 | 0.99 | | | | | |
| 2015 | 1 | 0.99 | | | | | |
| | | | | | | | |
| 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 | | | | | |

Date: 12/23/2016 Page 5 of 34



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/24/2016

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

| | ne terms and conditions of the policy ertificate holder in lieu of such endors | | | | ndorse | ment. A stat | ement on th | is certificate does not c | onfer r | ights to the |
|---|---|--------------|-----------------------|---|--|--|--|--|---------------|--------------|
| PRO Mar | DUCER sh & McLennan Agency LLC | | , | | CONTA NAME: PHONE | Patsy H | | FAX (A/C No.) | 212.04 | 18-6320 |
| 250 | 0 City West Boulevard, Suite 2400 | | | | E-MAIL | o, Ext): / 13-/80 | J-002U | | 212-94 | 18-6320 |
| Ηοι | ston TX 77042 | | | | ADDRE | ss:patsy.how | | | | |
| | | | | | INSURER(S) AFFORDING COVERAGE | | | | | NAIC# |
| | | | | | INSURER A :Liberty Mutual Fire Insurance Compa | | | | | 23035 |
| | | DXPE | EN-1 | | INSURER B:Lexington Insurance Company | | | | | 19437 |
| Integrated Flow Solutions, LLC P.O. Box 7095 Tyler TX 75711 | | | | | INSURER C: | | | | | |
| | | | | | INSURER D: | | | | | |
| | | | | | INSURER E : | | | | | |
| | | | | | INSURER F: | | | | | |
| | | | | NUMBER: 1210159487 | | | | REVISION NUMBER: | | |
| IN C E | HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH | QUIR PERT | EMEI AIN, CIES. | NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE | OF AN' ED BY | Y CONTRACT THE POLICIES REDUCED BY I | OR OTHER I S DESCRIBEI PAID CLAIMS | DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO | CT TO | WHICH THIS |
| INSR LTR | | INSR | WVD | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | S | |
| A | GENERAL LIABILITY X COMMEDIAL CENERAL LIABILITY | | | TB2691453486036 | | 1/1/2016 | 1/1/2017 | EACH OCCURRENCE DAMAGE TO RENTED | \$1,000 | , |
| | COMMERCIAL GENERAL LIABILITY | | | | | | | PREMISES (Ea occurrence) | \$100,000 | |
| | CLAIMS-MADE X OCCUR | | | | | | | MED EXP (Any one person) | \$5,000 | |
| | | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 | |
| | | | | | | | | GENERAL AGGREGATE | \$2,000,000 | |
| | POLICY PROJECT LOC | | | | | | | PRODUCTS - COMP/OP AGG | \$2,000 | ,000 |
| A | AUTOMOBILE LIABILITY | | | AS2691453486026 | | 1/1/2016 | 1/1/2017 | COMBINED SINGLE LIMIT | \$1,000 | 000 |
| | X ANY AUTO | | | A32091433400020 | | ., ., 2010 | ., ., _ 0 | (Ea accident) BODILY INJURY (Per person) | | XXXXX |
| | ALL OWNED SCHEDULED | | | | | | | BODILY INJURY (Per accident) | · | |
| | AUTOS AUTOS NON-OWNED AUTOS | | | | | | | PROPERTY DAMAGE | | XXXXX |
| | AUTOS AUTOS | | | | | | | (Per accident) | | XXXXX |
| В | X UMBRELLA LIAB X OCCUR | | | 01588134301 | | 1/1/2016 | 1/1/2017 | EACH OCCURRENCE | \$10,00 | 0,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | | AGGREGATE | \$10,00 | 0,000 |
| | DED X RETENTION \$25,000 | 1 | | | | | | | \$XXXXX | xxxxx |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WA769D453486016 | 1/1/2016 | 1/1/2016 | 1/1/2017 | X WC STATU- TORY LIMITS OTH- ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE | | | | | | | E.L. EACH ACCIDENT | \$1,000 | ,000 |
| | OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | | | | | E.L. DISEASE - EA EMPLOYEE | E \$1,000,000 | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT | | |
| | | | | | | | | | | |
| DES | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC | LES (A | ittach / | ACOKD 101, Additional Remarks \$ | schedule | , π more space is | required) | | | |
| CF | RTIFICATE HOLDER | | | | CANC | ELLATION | | | | |
| | For Bid Purposes P.O. Box 7095 Tyler TX 75711 | | | | SHO THE ACC | ULD ANY OF 1 | I DATE THI TH THE POLIC | ESCRIBED POLICIES BE C EREOF, NOTICE WILL I CY PROVISIONS. | | |

hedry P. Gruppo



INTEGRATED FLOW SOLUTIONS

HQ: 6461 Reynolds Rd Tyler, TX 75708 USA

This is a multi-site certificate. Additional site details are listed in the appendix to this certificate.

Bureau Veritas Certification Holding SAS – UK Branch certifies 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.

Standard

ISO 9001:2008

Scope of certification

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

Certification cycle start date: 29 June 2016

Subject to the continued satisfactory operation of the organization's Management System, this certificate expires on: 15 September 2018

Original certification date: 29 June 2016

Certificate no.: US009018-1

igned on behalf of BVCHISAS - UK Br

Certification body address: 66 Prescot Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive, Suite 300S

Houston, Texas USA

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**.





008



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:



(€ ⟨Ex⟩ 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

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

CE

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.

CE



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

TESTS CARRIED OUT

Final tests: Dimensional checks, check of safety device calculations for sizing and relieving capacity,

installation and marking, witness hydrostatic test and pnuematic test of piping lines and final test of assembled skids, review material certificates and

are covered for this particular PED documentation.

verfy 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 structual member.

the equipment: 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 (I):

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

Safety device set pressure (bar):

Inspection Checklist for line hydro tests and dates.
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):

Supply voltage (volts):

Intended use: Cleaning particulates in gas.

- Filling ratio (kg/l): NA

- Maximum filling mass (kg):

- 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 No. 10043 |
|-----------------------|--------------------------|-----------------------------|---------------------|
| Manchester, UK | 07/11/2011 | uĸ | Patrick Hennessey |
| Code d'enregistrement | / Registration code: 201 | 1/200.11,1844/PUK | NOFIE OUA |
| | | | illed Dody No |

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



THE NATIONAL BOARD

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



THE NATIONAL BOARD

OF

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

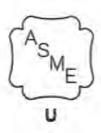
THOMBEN. R-5551

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

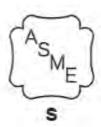
Vice President, Conformity Assessment

Joseph Labrand

Director, Conformity Assessment

Bugar a. Erler





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

Josep Lascador

Director, Conformity Assessment

Buyar a. Erler



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 2

for the period April 9, 2015 to August 25, 2015

Company Code: INTFL1

Scope: Miscellaneous structural steel fabrication.

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.



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







CANADIAN WELDING BUREAU

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 the DIVISION 2

INITIAL CERTIFICATION DATE: April 9, 2015

Scope: Miscellaneous structural steel fabrication.

Registrar & Manager Q.A.

Authorized Signifig 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 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.



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

JPankowski

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.

DQD 507 2003/01/3



Certificate: 1621441 Master Contract: 228216

Project: 1621441 **Date Issued:** 2005/02/21

APPLICABLE REQUIREMENTS

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



11:03

January 30, 2004

Integrated Flow Solutions To:

From-Integrated Flow Solutions

9800 NW Freeway, Suite 205

Houston, TX 77092

Bill Marsh Attn:

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

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 competative 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 U | L Use Only) |

UNDERWRITERS LABORATORIES INC. •

UL SERVICES AGREEMENT

| | OL SERVICES AC | TEL | SIATE LA I |
|--|--|--|--|
| TO: UNDERWR | ITERS LABORATORIES INC.* | | |
| Return to Address Indicated | 333 Pfingsten Rd., Northbrook, IL 60062-2096 1285 Walt Whitman Rd., Melville, L.I. NY 11747-3081 2600 N. W. Lake Road, Camas, WA 98607-8542 1655 Scott Blvd., Santa Clara, CA 95050-4169 | | 12 Laboratory Dr., P.O. Box 13995 Research Triangle Park, NC 27709-3995 |
| | | | |
| THIS AGREEMENT Underwriters Labora INTEGRATED FLO | tories Inc. ("UL"), a not-for-profit Delaware corporation, | uary 333 Pfi | ngsten Road, Northbrook, Illinois 60062 and ,by and between |
| TYLER TX | T. Sego Helio | | |
| 27-23-27-20- | (Company Name, City and State [or | Countr | y if not in U.S.A.J) |
| (hereinafter sometime | es referred to as "Subscriber"). | | |
| UL Service. "Subscrit products and, if eligible terms and conditions: A. Product Invector for the fee covered with the fee covered with the fee covered with the fee covered by the fee | per" shall refer to a party acting as an Applicant, Manufacture, in UL's sole opinion, permit the use of the UL's registered estigation Fees. UL will establish a fee for each product the examination and set of tests that UL determines are not components of a product, or reimbursable expenses), as service Fees. UL's Follow-Up Service is an integral part of by UL Service are manufactured or assembled, and additionable Subscriber for Follow-Up Service at UL's current rates, Service charges may vary depending upon the nature and expenses may vary depending upon the nature and experience and the failure of a product to conform to UL's Requirements. Reimbursable expenses associated with a product investigation of a product investigation of extra copies of reimbursable expenses associated with each product investigation of the same an Applicant's credit history is the distall be reserves the right to share an Applicant's credit history is the investigation of any product submitted at any time. In the shall be paid without its to pay such charges within thirty (30) days after present a legal rate, from the due date until paid. If charges are related that the form the due date until paid. If charges are related that the form the due date until paid. | investi invest | on may include, without limitation: travel expenses; carrier, of outside contractors or facilities; charges for photographs, prorts and other documents. In shall be paid regardless of whether the product investigation credited against the total charges) before UL begins a product formation with its affiliates. UL reserves the right to refuse to tts and expenses UL has incurred up to the date the product uncetion with products covered by UL Service. UL may render upon presentation of invoices by UL and shall be considered in UL may charge interest at the rate of 1.5% per month (18% per I when due, UL may deny or withdraw UL Service for any of OF THIS AGREEMENT AND WARRANT THAT NO |
| REPRESENTS AND | WARRANTS THAT S/HE IS AUTHORIZED TO EXE | CUTE | THIS AGREEMENT ON BEHALF OF SUBSCRIBER. |
| UNDERWRITERS L. | ABORATORIES INC. | т | ntegrated Flow Solutions |
| By: Al | et. Coer | By_ | (Subscriber's Complete Legal Company Name) |
| (/JAI | NE L. COEN | -/- | (Signaturé) |
| | DRATE SECRETARY | | ohn McIntyre/ General Manager |
| (T) | vped Name and Title) | | (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.
- 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.
- 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.

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.
- 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.

- 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.
- 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.
- 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.

www.ifsolutions.com



IFS Customers























