



IAPMO UNIFORM EVALUATION SERVICE, LLC

• 4755 E. PHILADELPHIA ST. • ONTARIO, CALIFORNIA 91761 • USA •
• (877) 443-7778 • FAX (909) 472-4171 • info@iapmocpg.org •

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FABRICATOR PROGRAM PROCEDURES

- Step 1 Read the application Form 2 (both pages) completely. Fill in all spaces and sign and return the completed and signed application.
- Step 2 Read the attached Licensing Agreement. Sign and return the original (signature area on last page).
- Step 3 Fees will be assessed upon receipt of the completed and signed application forms and Licensing Agreement.
- Step 4 Furnish clear and legible copies of data specified in the applicable evaluation criteria and other references (for each facility).
- Step 5 Furnish the street address, telephone number, name of the contact person at each plant and other information required in the Licensing Agreement for each location where the evaluated product is manufactured or is to be manufactured.
- Step 6 Acceptance by IAPMO UES will be contingent upon the applicant furnishing IAPMO UES staff appropriate documentation for all fabricator locations for the associated fabrication operations.



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APPLICATION FOR FABRICATOR PROGRAM SERVICES

CHECK ONE OR MORE OF THE FOLLOWING THAT APPLIES TO THIS APPLICATION:

- | | |
|---|---|
| ☐ New Fabricator | ☐ Change in location or information of manufacturing plant |
| ☐ Renewal | ☐ Name/Address/Other non-technical change |
| ☐ Additional Location(s) | ☐ Technical or other modification to original evaluation |

The following information is required for each plant where your products are manufactured. Complete one sheet for each plant. (You may make photocopies of this sheet as needed).

COMPANY NAME: _____ CERTIFICATION NO.(If Known): _____

Description of Products being fabricated (for which the scope of recognition applies): _____

PLANT NAME: _____

PLANT STREET ADDRESS: _____

CITY, STATE/PROV., _____

POSTAL CODE: _____ COUNTRY: _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX # _____

2ND CONTACT PERSON: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX # _____

HOURS OF OPERATION: _____

ANTICIPATED PLANT CLOSINGS, SHUTDOWNS OR HOLIDAYS: _____

Is this plant ISO 9001 Certified? ☐ No ☐ Yes If yes, please indicate the registrar name: _____

Can English be used as the language for all audits? Yes ☐ No ☐ If no, please specify preferred language: _____

PLEASE REVIEW AND SIGN THE SECOND PAGE OF THIS APPLICATION

This Box is For Association Use Only –

Application Number _____ Date Filed _____ Fee _____ Received by _____

Certification Number _____

- APPLICATION FOR IAPMO UES FABRICATOR PROGRAM SERVICES -

1. This is an application for issuance of a Certificate of Recognition for IAPMO UES Fabricator Program; as outlined in IAPMO UES Evaluation Criteria EC020 or EC022.
2. Application costs will be assessed per the IAPMO UES current schedule of fees.
3. Applicant agrees to furnish all necessary information requested by IAPMO UES to process this application. IAPMO UES is not responsible for loss or damage to any materials submitted.
4. No freight collect / postage collect data or product samples will be accepted by IAPMO UES. The applicant must pay freight for all materials submitted
5. The application must be complete (including signatures) and all steps of Sheet 1 completed. If, after an application is first received, a period of three months elapses without the steps of Sheet 1 being completed, the application/file will be closed.
6. Fabricator Program Recognition fees are non-refundable.
7. Applicants for new IAPMO UES Fabricator Program Recognition should note that an initial on-site audit will be required, in accordance with applicable IAPMO UES Rules of Procedure. The applicant must reimburse IAPMO UES for expenses incurred in performing such audits. Expenses may include, but are not limited to, travel expenses (i.e. lodging, mileage, airfare, meals and staff time).
8. IAPMO membership is not necessary for acceptance, nor will membership in any way facilitate or confer acceptance.
9. This application will be accepted for processing only if accompanied by an executed copy of the IAPMO UES Licensing Agreement (signature required last page of this document).

The undersigned certifies that he/she has read, understands, and, on behalf of applicant, approves and agrees to all the foregoing provisions of this application.

Signature: _____ Date: _____

Print or type name and title: _____

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FABRICATOR AGREEMENT

THIS AGREEMENT, effective on the date of the last signature set forth below, is between IAPMO Uniform Evaluation Service LLC. (IAPMO UES), a California limited liability company who certifies that evaluated fabrication locations have been found to meet applicable criteria, standards and the requirements of the applicable Codes, as detailed on the issued certificate of recognition and the undersigned "Client", a person or organization desiring to submit to the IAPMO UES in-plant fabricator inspection program.

The parties agree as follows:

1. This is a Licensing Agreement between IAPMO UES and Client for the fabrication program as detailed on the attached Application for the UES Fabricator Program. The Certificate of Recognition is solely a representation of IAPMO UES that the in-plant fabrication program of Client has been found to operate under a quality control system satisfying the applicable criteria, and the requirements of the applicable Code. The Certificate of Recognition does not carry any guarantee of product acceptance by local jurisdictions or authorities using a Code or otherwise affiliated with IAPMO UES. IAPMO UES will make reasonable efforts to assist a Client in obtaining such acceptance. IAPMO UES MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

NO INTEREST GRANTED

2. Client shall have no right or license to use any IAPMO UES Marks of Conformity on any Products. Nothing in this Agreement shall be construed to give Client or any other person or entity any right, title or interest in any of the Marks of Conformity. Client agrees that it will not register or attempt to register any IAPMO UES Mark of Conformity in its own name or in the name of any other person or entity, and that it will not use any Mark of Conformity as any part of the name or identity of any person or entity.

TERM

3. Subject to the provisions of this Agreement the Certificate of Recognition shall remain valid for one (1) year from the date shown on the certificate and shall continue automatically for successive one-year periods unless this agreement is modified or changed. Renewals may be issued for 1, 2 or 3 year periods when agreed upon by IAPMO UES and the Client. In the event that this agreement is proposed to be modified or changed, IAPMO UES shall notify Client of its proposed changes in

writing at least 90 days prior to the expiration of any initial or one, two or three year renewing period and it shall be a condition precedent to the continued effectiveness of the Certificate of Recognition that Client execute and deliver to IAPMO UES by the end of such renewal period (along with any renewal or other required fees) the modified or changed version of the agreement. Nothing in this paragraph 3 shall be deemed to alter Client's other obligations set forth herein.

CLIENT'S GENERAL OBLIGATIONS

4. In no case shall Client use its Certificate of Recognition in such a manner as to bring IAPMO UES, LLC into disrepute or issue any written or oral statement, or issue or publish any advertisement or catalog containing any statement, which states or implies a commercial endorsement, or express or implied warranty for any purpose, of any product by IAPMO UES, their respective management, committees or boards of directors. Applicant warrants and represents that all documentation provided by Applicant to IAPMO UES intended for attachment to, or actually attached to, an Evaluation Report is owned by Applicant and Applicant shall indemnify IAPMO UES and hold harmless IAPMO UES from third party infringement claims with respect thereto. IAPMO UES neither approves nor recommends any product or material or designs, and therefore only the phrase "Fabricated under a quality system recognized under the IAPMO UES Fabricator Program". If Client provides copies of the Certificate to others, the Certificate shall be reproduced in its entirety. The use of any language that in any manner tends to be misleading or to enlarge the scope or intent of the Certificate of Recognition for the fabrication locations is strictly prohibited. Client may submit other advertising copy and promotional material to IAPMO UES for prior approval, and IAPMO UES will respond to Client's request for such approval within a reasonable time. Under no circumstances, however, shall Client use any such submitted advertising copy or promotional material until it receives approval therefore from IAPMO UES.

5. Client is not, and shall not hold itself out as, an agent, legal representative, joint venture partner, employee or servant of IAPMO UES for any purpose whatsoever.

6. Client shall comply with all applicable procedures and requirements contained within the IAPMO UES Quality Assurance Manual, a copy of which will be provided to Client upon request.

QUALITY STANDARDS

7. Client shall maintain the product design, quality, and workmanship in accordance with the current applicable standards or Evaluation Criteria recognized by IAPMO UES, or as such standards may be changed, and as incorporated in the samples and documents submitted for evaluation and inspection by IAPMO UES. Client may obtain a list of the then current applicable standards or Criteria recognized by IAPMO UES at the rate of the current schedule of fees. In addition, Client shall make no substantial change in material, manufacturing process, marking or design without prior written approval of IAPMO UES. As used in this paragraph 7 the term "substantial change" means any change that would make any of the information set forth on the Certificate of Recognition for the fabrication locations false or misleading (or which would reasonably be deemed to cause the product to fail to conform to the applicable standard (s) for the product and/or the applicable Code set forth in the Certificate of Recognition Client acknowledges and agrees that (a) new drawings, tests and product samples may be required as a result of any such substantial changes; (b) any substantial change in the original fabrication locations after acceptance by IAPMO UES that are not authorized by IAPMO UES will automatically result in revocation of the Certificate of Recognition of the fabrication locations until such written approval is received; and (c) a new application, additional fees and test reports may be required in the event of any such revocation.

8. In the event of any changes in the current applicable standards recognized by IAPMO UES or in the current applicable model codes. IAPMO UES will notify Client of the change or changes in writing. With this notification, IAPMO UES will advise Client of any need for supplementary audit of the fabrication locations and will confer with Client to mutually agree upon the period of time needed by the Client to (a) prepare for and perform such audit; and (b) submit to IAPMO UES the reports documenting successful completion of the supplementary audits. IAPMO UES shall use good faith efforts to accommodate Client's needs and requirements in this regard. Notwithstanding the foregoing, however, Client acknowledges and agrees that it is the Client's responsibility to fully comply with all standards and model codes applicable to Client's evaluated products.

QUALITY CONTROL

9. Client shall establish, maintain and use a quality management system. The client shall notify IAPMO UES in advance of any intended material changes to the quality management system, as used in Paragraph 16, the term "material change" means any change to the Client's quality management system which could reasonably be expected to (a) reduce the level of quality management that previously existed in Client's operations, and/or (b) compromise the health and safety of consumers or the general public as a result of the use or operation of the evaluated products. In addition, Client shall maintain true and accurate records showing the quantity and quality of products, and materials used in products, bearing the Marks of Conformity which are manufactured or sold by or for Client. The Client shall also keep records of complaints Client receives since the last on-site inspection performed by IAPMO UES, where complaints are as a result of problems with or failures of, evaluated products manufactured by or for Client which could be reasonably deemed to (i) result from failures or problems with Client's quality management system; (ii) pose a health and safety risk to consumers or the general public due to circumstances under Client's control; or (iii) expose IAPMO UES to liability as a result of the use or operation

of such products. The client shall make the records available to IAPMO UES upon request. At a minimum, the Client's records shall (A) state the nature of the complaint; (B) identify the evaluated product pertinent to the complaint; and (C) confirm the remedial action(s) taken and the status (open or closed) of the complaint, as known to Client. In the event that the complaint record required by the Paragraph is not retained by the Client at a plant location that is being inspected by IAPMO UES pursuant to Paragraph 18, Client shall advise IAPMO UES in writing of the location of such complaint record. The client shall provide the complaint record to IAPMO UES by whatever means selected by IAPMO UES. The Client shall make all arrangements necessary and required of Client, as indicated by IAPMO UES to Client, in order to facilitate IAPMO UES's evaluation and or listing program, the investigation of complaints, and the participation of observers whose presence is required in the sole determination of IAPMO UES.

FABRICATION LOCATIONS

10. Client shall promptly furnish to IAPMO UES, in writing, the street address, hours of operation, anticipated dates when plants will be temporarily closed or shut down, anticipated dates where plants will temporarily cease production and all local or state holidays of each plant where the recognized fabrication practices are performed by or on behalf of Client. Client shall also provide the name and telephone number of a contact person for each such plant or storage location, both at the time of application for evaluation and in the event of any changes in this information. Client shall provide such information for all plants, whether foreign or domestic.

CONTINUOUS COMPLIANCE-INSPECTIONS

11. Inspections by a 3rd party ISO 17020-accredited inspection body, at intervals agreeable to IAPMO UES, are required. In addition, IAPMO UES will accompany the ISO 17020 inspection agency on the initial audit and subsequent audits as deemed necessary at the sole discretion of IAPMO UES. IAPMO UES has the right under this Agreement to conduct periodic inspections of Client's manufacturing facilities and to review Client's quality assurance procedures and records related thereto in accordance with the provisions of Paragraphs 9 and 11 hereof. This right of inspection and review permits IAPMO UES to verify, on its own or through the agreed upon 3rd party ISO 17020 accredited inspection body that Client has appropriate fabricating controls and has the ability to fabricate products which will continue to comply with the requirements of the applicable Code. Client consents to the review of Client's quality system, fabrication, materials or designs by (i) IAPMO UES; or (ii) a subcontractor of IAPMO UES; or (iii) a 3rd party ISO 17020-accredited inspection body, mutually agreed to by IAPMO UES and Client, shall permit IAPMO UES or its subcontractor to make announced or unannounced audits of; (a) each of Client's domestic and foreign fabrication facilities where the recognized fabrication practices occur, (b) Client's records relating to quality control and production, (collectively, "Records"), and (c) Client's products assembled according to the recognized fabrication locations during each evaluation year; provided, however, that in the event IAPMO UES reasonably believes in good faith that Client is not in compliance with the terms and conditions of this Licensing Agreement, IAPMO UES may require the 3rd party ISO 17020-accredited inspection body to make a reasonable number of additional announced or unannounced inspections of such facilities, records and products as it shall deem necessary or appropriate to

protect its rights hereunder. IAPMO UES maintains the right to require inspections to any domestic or foreign fabrication facilities, which are owned or operated by Client, except where IAPMO UES is precluded from doing so by restrictions contained in governmental regulations (where IAPMO UES has been notified and is reasonably satisfied as to the validity of such governmental regulation). Further, Client shall use its best efforts in good faith to obtain all consents or approvals necessary to permit IAPMO UES and the 3rd party ISO 17020-accredited inspection body to inspect any domestic or foreign fabrication facilities that are owned and operated by persons or entities other than Client, except where IAPMO UES or the 3rd party ISO 17020-accredited inspection body is precluded from doing so by restrictions contained in governmental regulations. In the event that Client, after such efforts, fails to obtain such consents or approvals, then Client shall promptly notify IAPMO UES in writing. IAPMO UES shall meet with representatives of Client to attempt to mutually agree upon the course of action to be taken in respect of such third party facilities, including, without limitation, attempting further negotiations with the third party in an attempt to obtain its consent to or approval of the inspection of its facilities, and discussing Client's alternatives to Client's use of such third party's facilities. Neither Client nor any third party who has consented to or approved of the inspection of its facilities by IAPMO UES or the 3rd party ISO 17020-accredited inspection body shall prevent the inspector in carrying out such inspector's duties. At the time of each inspection, and subject to all safety requirements, the inspector shall have the right of immediate entry to all manufacturing and other areas, the right to require appropriate personnel to accompany the inspector, full access to all records (as defined in this Paragraph), production and products, the right to take random samples, and the right to any other service the inspector reasonably deems to be necessary or appropriate to the proper completion of the inspection. Such inspections may be made at any time during normal business hours. The inspector shall make every attempt to accommodate plant vacations, inventory shut-downs and other non-productive periods or plant closings. The inspector shall keep all records strictly confidential and shall use reasonable efforts not to unnecessarily interrupt the work flow at a plant or manufacturing facility. Notwithstanding the preceding sentence, however, Client acknowledges that some interruption of the work flow at a plant or manufacturing facility may be an unavoidable consequence of any particular inspection. Refusal by Client or any third party manufacturer who has consented to or approved of the inspection of its facilities by IAPMO UES or the 3rd party ISO 17020-accredited inspection body to grant immediate access to the inspector, or to comply with the other requirements of this Paragraph 11, may constitute grounds for revocation of the Certificate of Recognition.

CONTINUOUS COMPLIANCE-FEES

12 Client shall pay to IAPMO UES an inspection fee for any inspection conducted under the provisions of Paragraph 11 hereof. All costs of inspection, including laboratory fees if outside laboratory testing is required by IAPMO UES, shall be borne by Client. In the event an inspector is unable to gain admittance to a plant or facility which is owned by Client, under Client's control or under the control of a third party who has consented to or approved of the inspection of its facilities by IAPMO UES during the operation hours which are on file at IAPMO UES, Client shall pay to IAPMO UES the basic inspection fee. All such fees will be in accordance with the then-

current Schedule of Fees published by IAPMO UES from time to time, and will be paid by Client within forty-five (45) days of the invoice from IAPMO UES. Testing laboratories will be selected by Client from a list of testing laboratories recognized by IAPMO UES.

REVOCATION OR MODIFICATION WITH RIGHT TO A HEARING

13. Any Certificate of Recognition, and the authorization to use the Certification Number, may be revoked or modified for cause. "Cause" shall include: repeated failure of the material, method of construction or equipment to conform with the specifications upon which the Certificate of Recognition was based; repeated failure of the material, method of construction or equipment to perform properly although meeting the specifications upon which the Certificate of Recognition was originally based; failure to comply with any condition to the issuance of the Certificate of Recognition; any misstatement, whether intentionally or unintentionally made, in the application or in any data submitted in support thereof; failure to comply with any provision of the application form; failure to pass any test required by IAPMO UES; failure to comply with new, existing, or revised evaluation criteria; or any other grounds considered as adequate cause in the judgment of IAPMO UES.

14. Before IAPMO UES revokes or modifies any Certificate of Recognition, the Client shall be given reasonable notice and an opportunity to file an appeal pursuant to the IAPMO UES Rules of Procedure for Appeals Concerning Evaluation Reports, Listings, and Certificates.

DENIAL OF ISSUING CERTIFICATE OF RECOGNITION

15. In the event that Client breaches any of its representations, warranties, covenants or agreements contained in this Agreement, any application or any other agreement or document relating hereto or thereto, then IAPMO UES may (in its sole and absolute discretion and in addition to any other remedies available to IAPMO UES) (a) deny the application for a Certificate of Recognition (under circumstances where the fabrication location is not yet evaluated); or (b) revoke the Certificate of Recognition or deny renewal of a Certificate of Recognition (under circumstances where the fabrication location is already recognized) and terminate the license granted under this Agreement. Further, IAPMO UES may (in its sole and absolute discretion and in addition to any other remedies available to IAPMO UES) immediately revoke the Certificate of Recognition of any and all fabrication locations and terminate the license granted hereunder upon any continuous failure of any evaluated fabrication location to meet IAPMO UES' evaluation criteria or upon any breach of Client's obligations or other duties under the Agreement, including but not necessarily limited to the failure of any recognized program to meet the applicable listing criteria as a result of a subsequent code change or code interpretation. In the event of any such failure or breach, Client shall be notified by IAPMO UES in writing of the denial of issuance of a Certificate of Recognition or the revocation of the Certificate of Recognition (as applicable), the reasons therefore. Within twenty (20) days following receipt of such notification of denial or revocation based on a deficiency, Client shall inform IAPMO UES in writing if Client contests the denial or revocation of the Certificate of Recognition and the specific reasons for such contest. In the absence of such information from Client, the denial of the fabrication location or the revocation of the Certificate of Recognition shall be final without further notice to Client.

If any denial or revocation becomes final, either through failure of Client to contest or affirmance by IAPMO UES or through an appeal, the license granted by this Agreement shall be immediately and automatically terminated without further notice to the Client, and all of the requirements of Paragraphs 13 , 14 , 15 , 21 and 22 hereof shall immediately apply.

16. IAPMO UES shall have the right to notify its membership and the general public of the revocation of Certificate of Recognition. If the cause of any failure may reasonably affect other fabrication locations of Client, IAPMO UES may also require the inspection and testing of such other locations, or proof satisfactory to IAPMO UES that such other products are not affected. In the absence of satisfactory inspection and testing results for any reason, or satisfactory proof that such other facilities are not affected, IAPMO UES may revoke such Certificate of Recognition for other fabrication facilities. In addition to the revocation, IAPMO UES may require, prior to accepting further applications from Client to list fabrication locations, proof that adequate measures have been taken by the former Client to Insure that the causes of prior breaches or failures have been eliminated, including sufficient inspections and tests to provide IAPMO UES with an indication that the former Client can maintain compliance with requirements. In the event of any such revocation, Client shall have the right to contest same as set forth in Paragraph 15.

APPEAL

17. A final decision of IAPMO UES accepting or rejecting any fabrication location, shall be subject to review only according to the provisions set forth in IAPMO UES Rules on Appeal, copies of which are available free of charge from IAPMO UES upon request.

RENEWAL

18. Prior to the expiration of the Certificate of Recognition, Client shall file an Application for Evaluation and Inspection (Renewal) of the Certificate of Recognition with IAPMO UES and a re-executed Licensing Agreement, if revisions have been made to the agreement in force at the time of renewal, each on forms provided by IAPMO UES will attempt to notify Client prior to the expiration date of the Certificate of Recognition that the Certificate of Recognition is due for renewal. However, calendaring renewal is the sole and exclusive responsibility of Client. If a complete application to renew is not received prior to the date of expiration, or a request by Client for additional time to file has not been granted, the Certificate of Recognition will automatically expire on the expiration date without notice to Client. IAPMO UES shall have the right to notify its membership and the general public of any expiration of the Certificate of Recognition of any product.

19. By re-executing the Licensing Agreement and submission thereof as a renewal, Client certifies that each substantial change or modification of whatever kind, type or manner at the fabrication location, since the previous application, has been accepted by IAPMO UES in accordance with Paragraph 7 hereof, and that any substantial changes or modification are described in detail in a writing attached to the renewal application. As used in this Paragraph 19, the phrase "substantial change or modification" shall have the same meaning as the term "substantial change" set forth in Paragraph 7 hereof. Client understands that new documents may be required by IAPMO UES as a condition of renewal if there are any

such substantial changes or modifications since the last acceptance. In the absence of a writing attached to the renewal application describing all such substantial changes or modification, Client certifies by re-executing the application Form 2 or Licensing Agreement, that no substantial change or modification whatsoever has been made at the fabrication location since its last acceptance by IAPMO UES. If any substantial change or modifications found to have been made at the fabrication location during the period of acceptance and has not been submitted to IAPMO UES for prior approval, then IAPMO UES shall have the right to immediately revoke the Certificate of Recognition.

TERMINATION

20. In addition to the grounds and procedures for revocation and termination of the license stated in Paragraphs 11, 15, 18, 19 and elsewhere in this Agreement, Client's Certificate of Recognition may be revoked and such license terminated immediately in the event that Client shall become bankrupt or insolvent, or if the business or Client shall become placed in the hands of a receiver, assignee for the benefit of creditors, or trustees, by voluntary act of Client or otherwise. All outstanding fees and fees due to IAPMO UES shall be paid by Client before a Certificate of Recognition is generated or before renewal of a Certificate of Recognition is granted. The non-payment of any fee shall be grounds for revocation of the Certificate of Recognition

CONFIDENTIALITY

21. IAPMO UES agrees to use any and all information received from Client, together with all Records, Client Lists and records of complaints referred to in Paragraph 9 (collectively, the "Data"), for internal purposes only in connection with the required evaluations and documentation to be performed under this Agreement.

22. IAPMO UES shall maintain the Data in strictest confidence and shall not disclose the Data (a) to any person, entity or organization outside of IAPMO UES and external auditors, other than Client and Client's directors, officers, employees, and agents, without the express prior written consent of Client; and (b) except as may be required by any applicable laws or regulation, requests made in discovery, subpoena, or other court order or decree (which disclosures are hereby consented to by Client, subject to the following sentence). In order to provide Client with an opportunity to contest the scope of any requests made in discovery or any subpoena, order or decree, and to attempt to protect the confidentiality of any Data, IAPMO UES shall notify Client in writing prior to such disclosure as to the name and address of the intended recipient, the reason for disclosure and a description of the Data to be disclosed; provided, however, that any failure by IAPMO UES to so notify Client shall not relieve Client of its obligations under this Agreement. It shall be the sole and exclusive responsibility of Client to challenge or contest the scope of any such requests, subpoenas, orders and decrees, and IAPMO UES shall strictly follow any and all court orders or other legal process required or mandated with respect to disclosure of the Data.

23. For purposes of this Agreement, the term "Data" does not include any information which (a) is generally available to the public other than as a result of a disclosure by IAPMO UES (b) was available to IAPMO UES on a non-confidential basis prior to its disclosure to IAPMO UES by Client, or (c) is available to IAPMOUES on a non-confidential basis from a source other than Client, provided

that such source is not bound by a confidentiality agreement with Client or otherwise prohibited from transmitting the Data to IAPMO UES by any contractual, legal or fiduciary obligation. All documentation, reports and information within the file maintained by IAPMO UES for Client that does not fall within the definition of Data in Section 30 herein above shall be the sole property of IAPMO UES.

GENERAL PROVISIONS

24. IAPMO UES warrants only that the services provided by IAPMO UES pursuant to this Agreement will be provided in good faith. No other representations or warranties are provided by IAPMO UES with respect to its services or this Agreement.

25. Applicant or Client hereby waives any claim or cause of action against IAPMO UES based on negligence arising out of any actions or failures to act by IAPMO UES in granting, denying or revoking any Certificate of Recognition, except claims based on (a) gross negligence or lack of good faith by IAPMO UES, and (b) a breach of the provisions of Paragraphs 21, 22 or 23 hereof.

26. In no event shall IAPMO UES be liable to Client or any other person or entity for any consequential, special or indirect damages for any claim or cause of action whatsoever, whether based in contract, tort or otherwise.

27. Client shall not manufacture, prepare, assemble, package or deliver any products from the fabrication locations that are deficient in quality or packaged in a misleading or deceptive manner, or otherwise manufacture, prepare, assemble, package, sell, deliver or advertise such products in violation of any law or any of the terms of this Agreement, nor do any other act detrimental to any IAPMO UES rights therein or to IAPMO UES. Client agrees to indemnify, defend and hold IAPMO UES and the officers, directors, members, agents and representatives harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, including, but not limited to, attorney's fees, investigative costs and court costs arising out of, relating to or in connection with (a) Client's participation in IAPMO UES' program, including but not limited to statements by Client to third parties relating to Client's participation in IAPMO

UES' program, and (b) all third party claims relating to the purchase or use of Client's products, material or design, whether based in contract (including, but not limited to, warranty claims), tort (including, but not limited to, negligence or product liability claims) or otherwise. Client further agrees to obtain and maintain policies of products liability insurance, general liability insurance or similar equivalents with coverage's in amounts that are reasonably satisfactory to IAPMO UES or commercially standard in the Industry.

28. In the event of any legal action or dispute brought by either party arising out of (a) the relationship created by this Agreement; (b) the subject matter of this Agreement; or (c) the interpretation or enforcement of any provision hereof, the prevailing party in such dispute or action shall receive from the losing party all of the prevailing party's costs, expenses and such amounts as the court may adjudge to be reasonable attorneys' fees. Such sums shall be included as part of any judgment.

29. All statements, notices and other communications that are required or permitted hereunder shall be addressed to the parties at their addresses designated in the most current Application, until such addresses are changed by written notice. All notices required or permitted hereunder shall be deemed received on the day personally delivered or five (5) days after they are mailed, postage prepaid by first class mail and correctly addressed.

30. This writing and the documents referenced herein contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may not be altered or amended except by a writing executed by a duly authorized officer of the parties subsequent hereto.

31. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

32. The undersigned representative of Client certifies that (a) the foregoing provisions have been read and understood, (b) Client agrees to the foregoing provisions, and (c) the undersigned is duly authorized and empowered to execute this Agreement on behalf of Client.

Client of IAPMO Uniform Evaluation Service, L.L.C.

Company: _____

Signature: _____

Title: _____

Date: _____

IAPMO Uniform Evaluation Service, L.L.C.

(For Association use only)

By: _____

Title: _____

Date: _____