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No.43, PMR Tower, 4th Floor, Hosa Road Junction, Beratena Agrahara,
Hosur Road Bangalore-560100. Karnataka, India.

PRODUCT CERTIFICATION PROCEDURES & INSTRUCTIONS

- Step 1 Read the application (Form 2) completely. Fill in all spaces and sign and return the original.
- Step 2 Complete the manufacturing information (Form 2a). For additional company names, also known as private label company names, please complete Form 2aa and submit a cross-reference list of models (for each company name you wish to have certified). Use a separate form for each additional company if applying for multiple additional complies.
- Step 3 Read the attached License Agreement for Certification completely. Sign, date and return the original (signature area is on the last page of the License Agreement).
- Step 4 Please contact IAPMO India staff to determine exact fees; submit the application forms, License Agreement and fees to IAPMO India along with the information and materials set forth in steps 5-12 as follows.
- Step 5 Refer to attached Exhibit 'G' and/or the IAPMO India website (www.iapmoindia.org) for the proper IAPMO INDIA Certification Mark (e.g., UPC-I™, GPCS-I™, UMC-I™, NSF/ANSI 61, 14, 372, WEP-I, EEP-I & Water Mark etc.) that is to be applied to the product under the terms of the License Agreement.
- Step 6 Furnish one (1) copy of general dimensioned engineering drawings of the product which includes the location and text of the required Certification Mark, and all markings required by the product standard, along with a brief description of how markings are applied to products, i.e., etched, glass-over label, raised letters, etc.
- Step 7 Furnish one (1) copy of a test report(s) from an IAPMO INDIA recognized test laboratory indicating compliance with the appropriate product standard or criteria. Test reports shall not be more than one year old and must be in the required format. (Please note that the fees for testing are directly charged to you by testing laboratory.)
- Step 8 Deliver, to the attention of IAPMO India, a sample or samples of the product, when requested by staff. The exact number of samples will be determined by the IAPMO India technical staff. Samples should bear prototype marking of the respective Certification Mark as determined in step 5. IAPMO India will not be responsible for loss or damage to any materials submitted. Unless samples are claimed within two weeks of notice of listing, IAPMO India may dispose of such materials. IAPMO India may, at its discretion, permanently retain any sample.
- Step 9 Furnish a photograph, when requested by staff, of each product submitted for listing. Each photograph should contain as much marking and identification detail as possible.
- Step 10 Furnish one (1) copy of the following originals: Literature/brochures showing and describing the product, care & maintenance instructions, and installation instructions (color brochures may be used to satisfy this requirement).
- Step 11 Furnish the address, telephone number, name of the contact person at each plant and other information required in section 17 of the License Agreement for each location where the certified product is manufactured or warehoused or is to be manufactured or warehoused. This information is not required for component part manufacturing locations but only for final assembly locations.

All applications for certification will be reviewed by IAPMO India technical staff and decisions on certification rendered based on all items listed above being submitted and meeting satisfactory and compliant review findings. The duration of this review will take approximately 2-3 weeks once all required data is submitted, found compliant, and all requisite fees paid.



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APPLICATION FOR CERTIFICATION

1	<p align="center"><u>FOR APPLICATION TYPE PLEASE CHECK ONE OF THE FOLLOWING:</u></p> <input type="checkbox"/> NEW PRODUCT CERTIFICATION APPLICATION (NEW FILE, skip box 2, Go to box 3) <input type="checkbox"/> REVISION TO EXISTING CERTIFICATION / FILE (Go to box 2)
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2	<p align="center"><u>CHECK ONE OR MORE OF THE FOLLOWING THAT APPLIES TO THIS APPLICATION:</u></p> <table border="0"> <tr> <td><input type="checkbox"/> Renewal / Reinstatement</td> <td><input type="checkbox"/> Technical Modification to listed product: (design, material, shape, components, etc.)</td> </tr> <tr> <td><input type="checkbox"/> Manufacturing Plant or Importer Change</td> <td><input type="checkbox"/> Name change (Modification)</td> </tr> <tr> <td><input type="checkbox"/> New Model Additions</td> <td><input type="checkbox"/> Model Number change (Modification)</td> </tr> <tr> <td><input type="checkbox"/> Additional Company Names</td> <td></td> </tr> </table>	<input type="checkbox"/> Renewal / Reinstatement	<input type="checkbox"/> Technical Modification to listed product: (design, material, shape, components, etc.)	<input type="checkbox"/> Manufacturing Plant or Importer Change	<input type="checkbox"/> Name change (Modification)	<input type="checkbox"/> New Model Additions	<input type="checkbox"/> Model Number change (Modification)	<input type="checkbox"/> Additional Company Names	
<input type="checkbox"/> Renewal / Reinstatement	<input type="checkbox"/> Technical Modification to listed product: (design, material, shape, components, etc.)								
<input type="checkbox"/> Manufacturing Plant or Importer Change	<input type="checkbox"/> Name change (Modification)								
<input type="checkbox"/> New Model Additions	<input type="checkbox"/> Model Number change (Modification)								
<input type="checkbox"/> Additional Company Names									

3	<p align="center"><u>FOR APPLICATION TYPE PLEASE CHECK ALL THAT APPLY:</u></p> <table border="0"> <tr> <td><input type="checkbox"/> Classified Water Efficient Products (C-WEP-IJ)</td> <td><input type="checkbox"/> Uniform Plumbing Code – INDIA (UPC™)</td> </tr> <tr> <td><input type="checkbox"/> Water Efficient Products - INDIA (WEP - I™)</td> <td><input type="checkbox"/> Uniform Solar Energy Code – INDIA (USEC - I™)</td> </tr> <tr> <td><input type="checkbox"/> Uniform Mechanical Code – INDIA (UMC - I™)</td> <td><input type="checkbox"/> Uniform Swimming Pool Code – INDIA (USPC - I™)</td> </tr> <tr> <td><input type="checkbox"/> Green Listing (IGBC/LEED)</td> <td><input type="checkbox"/> WE-STAND – INDIA (WESTAND - I™)</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> NSF/ANSI 61, NSF/ANSI 14, NSF/ANSI 372 or any other standard numbers please specify -----</td> </tr> <tr> <td><input type="checkbox"/> Water Systems</td> <td><input type="checkbox"/> Disinfection Mark <input type="checkbox"/> Water Mark</td> </tr> </table>	<input type="checkbox"/> Classified Water Efficient Products (C-WEP-IJ)	<input type="checkbox"/> Uniform Plumbing Code – INDIA (UPC™)	<input type="checkbox"/> Water Efficient Products - INDIA (WEP - I™)	<input type="checkbox"/> Uniform Solar Energy Code – INDIA (USEC - I™)	<input type="checkbox"/> Uniform Mechanical Code – INDIA (UMC - I™)	<input type="checkbox"/> Uniform Swimming Pool Code – INDIA (USPC - I™)	<input type="checkbox"/> Green Listing (IGBC/LEED)	<input type="checkbox"/> WE-STAND – INDIA (WESTAND - I™)	<input type="checkbox"/> NSF/ANSI 61, NSF/ANSI 14, NSF/ANSI 372 or any other standard numbers please specify -----		<input type="checkbox"/> Water Systems	<input type="checkbox"/> Disinfection Mark <input type="checkbox"/> Water Mark
<input type="checkbox"/> Classified Water Efficient Products (C-WEP-IJ)	<input type="checkbox"/> Uniform Plumbing Code – INDIA (UPC™)												
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<input type="checkbox"/> NSF/ANSI 61, NSF/ANSI 14, NSF/ANSI 372 or any other standard numbers please specify -----													
<input type="checkbox"/> Water Systems	<input type="checkbox"/> Disinfection Mark <input type="checkbox"/> Water Mark												

Brief Product Description (or Applicable Standard): _____

Model Number(s): _____

Contact Name: _____

Company: _____

Company Legal Status: _____ Email Address: _____

Address: _____

City: _____ State: _____ Pin Code: _____

Country: _____ Website: _____

Phone: _____ Fax: _____

Is there a situation under which the product can lead to potential hazard? Yes No

Is your company ISO 9000 certified? Yes No

SEE REVERSE SIDE

<i>This Box is For IAPMO INDIA STAFF ONLY</i>			
Application Number _____	Date Filed _____	Fee _____	Received by _____
File Number _____			



No. 43, PMR Tower, 4th Floor, Hosa Road Junction, Beratena Agrahara,
Hosur Road, Bangalore-560100, Karnataka, India

APPLICATION FOR CERTIFICATION - POLICIES

1. This is an application for certification
2. Only one category of products (by standard/criteria) is permitted on one application. Certifications are "Standard" /criteria specific. Example: Chimneys of various sizes, ducts of various sizes, Plumbing Fixtures - Vitreous China (i.e. water closets, lavatories), Bathtubs (Enameled Cast Iron) of various sizes, Bathtubs (Plastic) of various sizes, each will require a separate application per category depending on the standard for the product.
3. Applicant agrees to furnish all necessary drawings, test data, laboratory test reports, and product samples, as required by IAPMO India technical staff. IAPMO India is not responsible for loss or damage to any materials submitted. Unless samples are claimed within two weeks of notice of listing, IAPMO India may dispose of such materials. IAPMO India may, at its discretion, permanently retain any sample.
4. The applicant must pay the tariff for delivery to IAPMO India for all samples.
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. All fees are non-refundable.
7. This application will be accepted for processing only if accompanied by an executed copy of the IAPMO India License Agreement.
8. For marking purposes, the appropriate certification mark shall be displayed on the product to indicate that it has been listed by IAPMO India and the certification mark shall be visible on the product after installation. The only exception to this rule is for decorative or highly polished items, for items which are too small to accept the marking. In such cases, the certification mark and/or qualifying statements may be applied on the closest level of packaging to the product or other accompanying information. Applicant shall contact IAPMO India technical staff for consent to permit such deviation.

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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Hosur Road Bangalore-560100. Karnataka, India

CERTIFICATION APPLICATION ATTACHMENT MANUFACTURING PLANT LOCATIONS

The following information is required for each plant where your listed products are manufactured and all warehouses where the listed products are stored. Complete one sheet for each plant or warehouse. **Make photocopies of this sheet as needed.**

Company Name: _____ File No. (If applicable): _____

Plant Name: _____

Plant Postal Address: _____

(City, State/ Prov., Postal Code, Country): _____

Contact Person: _____

Person responsible for QA System: _____

Phone Number: _____ Fax Number: _____

Hours and Days of Operation: _____

Anticipated Plant Closings, Shutdowns or Holidays: _____

Is this plant ISO 9001 Certified? No Yes (If yes, registrar's name): _____

Warehouse Name: _____

Warehouse Postal Address: _____

(City, State/ Prov., Postal Code, Country): _____

Contact Person: _____

Phone Number: _____ Fax Number: _____

Hours and Days of Operation: _____

Is this warehouse ISO 9001 Certified? No Yes (If yes, registrar's name): _____

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

Signature of Applicant: _____ Date: _____

Print or Type Name and Title: _____



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Hosur Road Bangalore-560100. Karnataka, India

CERTIFICATION APPLICATION ATTACHMENT ADDITIONAL COMPANY NAMES

Complete this form fully for **EACH** Additional Company Name, also known as private label company name, that currently appears (or will appear) on your certificate of Listing.

Complete one sheet for each Additional Company Name (photocopy this sheet as needed).

Please provide all information as noted below for EACH ADDITIONAL COMPANY NAME that you are applying for or that currently appears on your certificate of listing:

Applicant/Company Name: _____

File No.: _____

PLEASE ATTACH LIST OF MODELS ON SEPARATE SHEET WITH CROSS-REFERENCE LIST OF CURRENTLY LISTED MODELS ON THE FILE.

Additional Company Name: _____

Contact Person: _____

Address _____

City: _____ State: _____ Pin Code: _____ Country: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Hours of Operation: _____

Additional Company Warehouse Location(s) for Listed Product: _____

Contact Person: _____

Address _____

City: _____ State: _____ Pin Code: _____ Country: _____

Phone Number: E- _____ Fax Number: _____

mail Address: _____















Hours of Operation: _____

Anticipated Closings or Shutdowns & Local or State Holidays: _____



EXHIBIT G - CERTIFICATION MARKS

Certification Marks,” as described in clause 2 of the License Agreement, shall mean the use of one of the below appropriate IAPMO India certification marks for mandatory use on the product – Please choose from below:

1		IAPMO – I NSF/ANSI/CAN 61 Drinking Water System Components - Health Aspects & Toxicity Certification in compliance with NSF/ANSI 61 standard	7		WEPI-I/UPC-I 3 star <u>Variance:</u> 2 Star and 1 Star based on performance evaluation
2		IAPMO – I NSF/ANSI/CAN 372 Compliance to Lead free requirement of NSF/ANSI 372 standard	8		WEPI-I Green 3 star <u>Variance:</u> 2 Star and 1 Star based on performance evaluation
3		UPC-I NSF/ANSI/CAN 61 Compliance to Uniform Illustrated Plumbing Code - India and NSF/ANSI 61	9		UPC-I Green 3 star <u>Variance:</u> 2 Star and 1 Star based on performance evaluation
4		UPC-I Compliance to Uniform Illustrated Plumbing Code - India	10		IAPMO -I ES (Evaluation Services) In compliance with Uniform Evaluation Services & technical compliance of systems and products
5		UMC-I Compliance to Uniform Mechanical Code - India	11		EEP-I 5 Star <u>Variance:</u> 4 Star, 3 Star, 2 Star and 1 Star based on performance evaluation
6		USEC-I Uniform Solar Energy Code- India	12		WEPI-I Classified 3, 2 & 1 Star <u>Variance:</u> 2 Star and 1 Star based on performance evaluation
13		Hygiene 1st Mark	14		Disinfection Mark

**Water Efficiency and Sanitation Standard
for the Built Environment (WE-STAND India), IGBC (India Green Building Code), LEED®, and to the product's
applicable code**



**No.43, PMR Tower, 4th Floor, Hosa Road Junction, Beratena Agrahara,
Hosur Road Bangalore-560100. Karnataka, India**

LICENSE AGREEMENT FOR CERTIFICATION

THIS LICENSE AGREEMENT FOR CERTIFICATION (hereinafter referred to as the "License Agreement"), effective on the date of the last signature set forth below, is between IAPMO INDIA, established under the Companies Act, 1956 (No. 1 of 1956) as IAPMO Plumbing Codes and Standards India Private Limited, Corporate Identity Number: U90002KA2007FTC044357 2007-2008, which empowered to grant certification on listed products that have been found to meet applicable standards and the requirements of the applicable code(s), and the undersigned "Licensee", a person or organization desiring to have a product or products accepted by and certified by IAPMO INDIA, and who is identified in the attached Application for Evaluation and Inspection (Renewal).

The parties agree as follows:

1. This is a License Agreement between IAPMO INDIA and Licensee for the certification of product listed on the attached Application for Evaluation and Inspection by IAPMO INDIA. This Certification is solely a representation of IAPMO INDIA that the product specification, and sample submitted for examination, have been found to meet applicable standards and the requirements of the applicable code(s). Certification does not carry any guarantee of product acceptance by local jurisdictions or authorities using an applicable code or otherwise affiliated with IAPMO INDIA. IAPMO INDIA will make reasonable efforts to assist a Licensee in obtaining such acceptance. In addition, IAPMO INDIA has the right under this Agreement to conduct periodic inspections of Licensee's manufacturing facilities and to review Licensee's quality assurance procedures and records related thereto in accordance with the provisions of Paragraphs 16 and 18 hereof. This right of inspection and review, permits IAPMO INDIA to verify that Licensee has appropriate manufacturing controls and has the ability to manufacture products which will continue to comply with the requirements of the applicable code(s).

INTEREST GRANTED

2. IAPMO INDIA is the licensee of various certification marks and the goodwill associated therewith (herein after the "Certification Marks"), both unregistered and registered with the India Patent and Trademark Office, which are of great value to IAPMO INDIA. Licensee agrees that the Certification Marks, together with the goodwill connected therewith, are the sole and exclusive property of IAPMO INDIA, and Licensee claims no rights and shall claim no right therein, other than provided herein.

3. Acceptance of the product for Certification by IAPMO INDIA, as indicated by the issuance of a certificate of acceptance for said product, constitutes a non-assignable, non-exclusive and revocable license to use the Certification Marks shown in Exhibit "G" to this Agreement on such products as are accepted by IAPMO INDIA for the term of the Certification in a manner which is consistent with this Agreement.

4. Licensee shall have no right or license to use any Certification Marks on any uncertified product or to license or sublicense any other person or entity to use any Certification Mark. Nothing in this Agreement shall be construed to give Licensee or any other person or entity any right, title or interest in any of the Certification Marks, except as expressly granted in this Agreement. Licensee agrees that it will not register or attempt to register any Certification Mark in its own name or in the name of any other person or entity, and that it will not use any Certification Mark as any part of the name or identity of any person or entity.

TERM

5. Subject to the provisions of this Agreement, this certification, and Licensee's right to employ the Certification Marks on the certified product, shall extend for one (1) year from the date of certification issued under the terms of this Agreement, and shall continue automatically for successive one-year periods unless this agreement is modified or changed or the products are decertified or this Agreement is terminated in accordance to the provisions mentioned herein. In the event that this agreement is proposed to be modified or changed, IAPMO INDIA shall notify Licensee of its proposed changes in writing at least 90 days prior to the expiration of any initial or one year renewing period and it shall be a condition precedent to the continued effectiveness of the listing that Licensee execute and deliver to IAPMO INDIA before the end of such initial or one year renewal period (along with any renewal or other required fees) the modified or changed version of the agreement. Nothing in this paragraph 5 shall be deemed to alter Licensee's other obligations set forth herein.

LICENSEE'S GENERAL OBLIGATIONS

6. **Subject to Paragraph 20 below, Licensee shall affix at least one of the Certification Marks listed in Exhibit "G" to the product or on other items, such as packaging or maintenance and/or installation sheets, as such other items may be approved by IAPMO INDIA**

technical staff, in accepting the product for listing. If Licensee reasonably believes that the aesthetic or marketable appearance of the product may be substantially affected by this requirement, then Licensee shall contact IAPMO INDIA to obtain IAPMO INDIA's consent to permit Licensee to affix the Certification Mark (s) to the product in a location or on an area which is not exposed or visible to the consumer, and to other items such as packaging or maintenance and installation sheets. IAPMO INDIA agrees that it shall not unreasonably withhold any such consent.

7. Together with the Certification Mark, Licensee shall permanently identify each certified product with markings (or symbols, codes or abbreviations on products with insufficient space for complete markings) indicating the location where the product was manufactured. Licensee shall provide IAPMO INDIA with the key to all such markings, symbols, codes or abbreviations. In the event Licensee has only one manufacturing plant where all of Licensee's certified products are manufactured, the absence of any such marking, symbol, code or abbreviation may be accepted by IAPMO INDIA as sufficient identification of the location where the product was manufactured. In the event that Licensee reasonably believes that permanent markings on certified products may impose undue cost and expense on Licensee, then Licensee shall contact IAPMO INDIA to obtain IAPMO INDIA's consent to permit Licensee to affix a sticker or label with such markings, symbols, codes or abbreviation to the product or to other items such as packaging or maintenance and installation sheets. IAPMO INDIA agrees that it shall not unreasonably withhold any such consent.

8. Subject to Paragraph 6 above, all products (or models or products) which have been accepted for certification by IAPMO INDIA shall bear the appropriate Certification Mark at the time of their manufacture. Any product or model which would otherwise be a certified product shall not be considered to be certified by IAPMO INDIA if it does not bear the appropriate Certification Mark. A Licensee may, however, apply the appropriate Certification Mark to a product which has not been previously certified, provide that the product has subsequently reviewed by IAPMO INDIA technical staff and has obtained the required certification. Licensee agrees that it shall not use any model number for a certified product on any other products which are not certified or which do not meet IAPMO INDIA's certification requirements for such product. The display of other IAPMO Certification Marks with the product or any modification of the approved display shall only be made with the prior written approval of IAPMO INDIA. Licensee recognizes that from time to time IAPMO INDIA may add to, change or otherwise modify its Certification Marks or the products on which the Certification Marks may be employed. Licensee agrees that it will conform with such subsequent changes, within one year of the Certification renewal, following written notice thereof by IAPMO INDIA, and that it will follow and use any such changes as if they were part of this Agreement at the time of the execution hereof. Nothing in this Paragraph 8 shall be construed to require Licensee to remove any existing Certification Marks from certified products which have been manufactured prior to the date of any changes or modifications to the Certification Marks made by IAPMO INDIA.

9. In no case shall Licensee use its product certification in such a manner as to bring IAPMO INDIA 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 INDIA. Neither IAPMO nor IAPMO INDIA approves or recommends any product or material, and therefore only the phrases "accepted by", "accepted for listing by", or "listed by" followed by the appropriated Certification Mark is permissible. The use of any language which in any manner tends to be misleading or to enlarge the scope or intent of the certification of the product is strictly prohibited. Licensee may submit advertising copy and promotional material to IAPMO INDIA for prior approval, and IAPMO INDIA will respond to Licensee's request for such approval within a reasonable time. Under no circumstances, however, shall Licensee use any such submitted advertising copy or promotional material until it receives approval therefore from IAPMO INDIA.

10. Licensee shall not use any of the Certification Marks in a manner which implies that an uncertified product is certified or is the equivalent of a certified product. Without limiting the foregoing, Licensee shall not use a certified product bearing a Certification Mark as a component or sub-component of an uncertified product or an uncertified assembly of products in a manner which implies that the entire product or assembly is certified. By way of illustration only, Licensee shall not use a certified clamping band on a non-certified product. Further, Licensee shall not use or display any Certification Mark in any literature or advertising relating only to uncertified products. If both certified and uncertified products are contained on the same advertisement or literature, any Certification Mark therein must be displayed in reasonably close proximity with certified products only and must not be displayed in a manner which would tend to imply that any uncertified product is certified. By way of illustration resemblance or otherwise, a Certification Mark shall not be used on the cover of a catalog which advertises any uncertified product. Licensee may submit proposed advertisements including without limitation, literature, sketches and drawings to IAPMO INDIA for prior approval, as provided in Paragraph 9 and subject to the limitations set forth therein.

11. Licensee agrees to promptly notify IAPMO INDIA of any actual or suspected or possible unauthorized uses or infringements of any Certification Mark within 5 working days of the Licensee becoming aware of actual or suspected or possible unauthorized use or infringement. IAPMO INDIA alone, at its sole discretion, has the right to send legal notices to the any person or entity who unlawfully uses or attempts to use any of the Certification Marks, challenge any unauthorized uses or infringements of the Certification Marks, and alone has the right to prosecute any person or entity who unlawfully uses or attempts to use any of the Certification Marks. Under no circumstances shall Licensee have any right to correspond, in any manner whatsoever, with any person or entity who unlawfully uses or attempts to use any of the Certification Marks or challenge any unauthorized uses or infringements of the Certification Marks or to prosecute any person or entity who unlawfully uses or attempts to use any of the

Certification Marks, without the express prior written permission of IAPMO INDIA.

12. In order to assist IAPMO INDIA with its applications for registration, renewal and the pursuit of opposition to registration by others of the Certification Marks, and in order to assist IAPMO INDIA with its protection and enforcement of the Certification Marks, upon request by and at the cost of IAPMO INDIA, Licensee shall furnish to IAPMO INDIA, copies of, any and all documents or records including the statements of accounts maintained by it in the ordinary course of business, however, not deemed confidential by Licensee, necessary or desirable to evidence IAPMO's or IAPMO INDIA's ownership of the Certification Marks and to verify the quantity of certified products manufactured and sold by Licensee. IAPMO INDIA will use such documents solely for purposes of establishing its ownership of the Certification Marks and the widespread use of the Certification Marks in the marketplace.

13. Licensee is not, and shall not hold itself out as, an agent, legal representative, joint venturer, partner, employee or servant of IAPMO INDIA for any purpose whatsoever.

QUALITY STANDARDS

14. Licensee shall maintain the product design, quality and workmanship in accordance with the current applicable standards recognized by IAPMO INDIA, or as such standards may be changed, and as incorporated in the samples and documents submitted for evaluation and inspection by the IAPMO INDIA technical staff from time to time. In addition, Licensee shall make no substantial change in material, manufacturing process, marking or design of the product without prior written approval of IAPMO INDIA technical staff. As used in this paragraph 14, the term "substantial change" means any change which would make any of the information set forth on the Certification Document or the Classified Marking License for the product 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(s) set forth in the Certification Document, or to fail to conform to the applicable standard (s) for the product set forth in the Classified Marking License). Licensee acknowledges and agrees that (a) new drawings, tests and product samples shall be required to be approved in writing by IAPMO INDIA as a result of any such substantial changes; (b) any substantial change in the original product after acceptance and certification by IAPMO INDIA which is not authorized by IAPMO INDIA will automatically result in decertification of the product until such written approval with regard to that product with substantial change is received; and (c) a new application, additional fees and test reports may be required in the event of any such decertification within the reasonable time period or within the time period as specified by IAPMO INDIA .

15. In the event of any changes in the current applicable standards recognized by IAPMO INDIA or in the current applicable model codes promulgated thereby, IAPMO INDIA will notify Licensee of the change or changes in writing. With this notification, IAPMO INDIA will advise Licensee of any need for supplementary testing of the certified products and will confer with Licensee to

mutually agree upon the period of time needed by the Licensee to (a) prepare for and perform such testing; and (b) submit to IAPMO INDIA the test reports documenting successful completion of the supplementary testing. IAPMO INDIA shall use good faith efforts to accommodate Licensee's needs and requirements in this regard. Notwithstanding the foregoing, however, Licensee acknowledges and agrees that it is the Licensee's responsibility to fully comply with all the change or changes in the standards and model codes applicable to Licensee's certified products.

QUALITY CONTROL

16. Licensee shall establish, maintain and use a quality management system in conformity with the terms and conditions of the Agreement or the policy of IAPMO INDIA as applicable with regard to this Agreement. Licensee shall notify IAPMO INDIA in advance of any intended material changes to the quality management system. As used in the Paragraph 16, the term "material change" means and includes any change to Licensee's quality management system which could reasonably be expected to (a) reduce the level of quality management that previously existed in Licensee'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 certified products. In addition, Licensee shall maintain true and accurate records showing the quantity and quality of products, and materials used in products, bearing the Certification Marks which are manufactured or sold by or for Licensee. Licensee shall also keep records of complaints Licensee receives since the last on-site inspection performed by IAPMO INDIA, which complaints are as a result of problems with or failures of, certified products manufactured by or for Licensee which could be reasonably deemed to (i) result from failures or problems with Licensee's quality management system; (ii) pose a health and safety risk to consumers or the general public due to circumstances which are under Licensee's control; or (iii) expose IAPMO INDIA to liability as a result of the use or operation of such products. Licensee shall make the records available to IAPMO INDIA upon request. At a minimum, Licensee's records shall (A) state the nature of the complaint; (B) identify the certified 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 Licensee. In the event that the complaint record required by the Paragraph herein is not retained by Licensee at a plant location or unit which is being inspected by IAPMO INDIA pursuant to Paragraph 18 herein, Licensee shall advise IAPMO INDIA in writing of the location of such complaint record. Licensee shall promptly provide the complaint record to IAPMO INDIA by whatever means selected by IAPMO INDIA.

MANUFACTURING LOCATIONS

17. Licensee shall promptly furnish to IAPMO INDIA, in writing, the address, hours of operation, anticipated dates when plants or units will be temporarily closed or shut down, anticipated dates when plants or units will temporarily cease production and all local or state holidays of each plant or unit where the certified product is being manufactured or to be manufactured by or on behalf of Licensee, and each location where the certified product is

warehoused or stored by or on behalf of Licensee. Licensee 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. Licensee shall provide such information for all plants or units and/or storage locations, whether foreign or domestic. If the product is imported or to be imported, Licensee shall also provide the name, address, telephone number and contact person of the importer and the consignee. The requirements of this Paragraph 17 with respect to warehousemen, consignees and importers shall apply only to the extent that legal title to the products remains in Licensee or Licensee's affiliates, agents or legal representatives. At such time as legal title to the certified products passes from Licensee (or its affiliates, agents or legal representatives) to a warehouseman, consignee or importer, Licensee shall be relieved of its obligations under this Paragraph 17, subject to the provisions of Paragraph 20.

CONTINUOUS COMPLIANCE-INSPECTIONS

18. Licensee consents to the review, inspection, testing and investigation of Licensee's products by IAPMO INDIA or its subcontractor and Licensee shall permit IAPMO INDIA or its subcontractor to make up to four (4) announced or unannounced continuous inspections, investigations and testing of; (a) each of Licensee's domestic and foreign manufacturing or storage facilities; (b) Licensee's records relating to quality control, production, quantity of inventory and shipping of certified products (collectively, "Records"); and (c) Licensee's products themselves during each listing year; provided, however, that in the event IAPMO INDIA reasonably believes in good faith that Licensee is not in compliance with the terms and conditions of this License Agreement, IAPMO INDIA may make a reasonable number of additional announced or unannounced inspections, testing and/or investigation of such facilities, records and products as it shall deem necessary or appropriate to protect its rights hereunder and to the Certification Marks. IAPMO INDIA reserves the right to make inspections, testing and/or investigation to any domestic or foreign manufacturing or storage facilities, which are owned or operated by Licensee, except where IAPMO INDIA is precluded from doing so by restrictions contained in governmental regulations (where IAPMO INDIA has been notified and is reasonably satisfied as to the validity of such governmental regulation). Further, Licensee shall use its due and best efforts in good faith to obtain all consents or approvals necessary to permit IAPMO INDIA to inspect to test or to investigate any domestic or foreign manufacturing or storage facilities which are owned and operated by persons or entities other than Licensee, except where IAPMO INDIA is precluded from doing so by restrictions contained in governmental regulations. In the event that Licensee, after such efforts, fails to obtain such consents or approvals, then Licensee shall promptly notify IAPMO INDIA in writing. IAPMO INDIA shall meet with representatives of Licensee 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, testing and/or investigation of its facilities by IAPMO INDIA, and discussing Licensee's alternatives to Licensee's use of such third party's facilities. Neither Licensee nor any third party who has

consented to or approved of the inspection of its facilities by IAPMO INDIA shall hamper IAPMO INDIA's inspector in carrying out such inspector's duties. At the time of each inspection or testing or investigation, 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, testing or investigations may be made at any time during normal business hours. IAPMO INDIA 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, Licensee 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 Licensee or any third party manufacturer who has consented to or approved of the inspection of its facilities by IAPMO INDIA to grant immediate access to the inspector, or to comply with the other requirements of this Paragraph 18, may constitute grounds for decertification.

INSPECTION FEES

19. Licensee shall pay to IAPMO INDIA an inspection fee for any inspection conducted under the provisions of Paragraph 18 hereof. All costs of inspection, including laboratory fees if outside laboratory testing is required by IAPMO INDIA, shall be borne by Licensee. In the event an inspector is unable to gain admittance to a plant or unit or facility which is owned by Licensee, under Licensee's control or under the control of a third party who has consented to or approved of the inspection of its facilities by IAPMO INDIA during the operation hours which are on file at IAPMO INDIA, Licensee shall pay to IAPMO INDIA the basic inspection fee. All such fees will be in accordance with the then-current certification Fees published by IAPMO INDIA will change from time to time, and will be paid by Licensee within forty-five (45) days of the invoice from IAPMO INDIA. All outstanding fees and fees due to IAPMO INDIA shall be paid by Licensee before a certification is granted or before renewal of a certification is granted.

DECERTIFICATION

20. In the event an inspection or subsequent testing reveals that a certified product manufactured, sold or being held for distribution by Licensee (i) fails to meet IAPMO INDIA's certification criteria, (ii) the Certification Mark has been used by the Licensee for purposes other than, for which it has been granted, (iii) the Licensee has suppressed material facts and/or information at the time of grant of Certification Mark or subsequent thereto, (iv) the Licensee violates or commits breach of any terms of this Agreement by way of any act or omission then Licensee shall (a) immediately cease use of the Certification Marks on any non-complying product, and (b) immediately (or within a reasonable time agreed to by IAPMO INDIA) correct any and all items of non-

compliance and submit to IAPMO INDIA in writing within thirty (30) days of the date of inspection or subsequent testing a report of planned and/or actual corrective action taken by Licensee; provided, however, that nothing in this Paragraph 20 shall be deemed to relieve Licensee of its continuing responsibility to use the Certification Marks only on certified products complying with all requirements of IAPMO INDIA and, provided, further, that the thirty (30) day period described in this Paragraph applies to the written report and not the date for corrective action by Licensee. Upon notification by Licensee to IAPMO INDIA that all items of non-compliance have been corrected, Licensee shall permit IAPMO INDIA to conduct another inspection and test of the products, at Licensee's cost and expense. In the event that any subsequent inspection or test reveals that the products continue to fail IAPMO INDIA's certification criteria, than Licensee shall, subject to the provisions of Paragraph 23, remove the Certification Marks from all products in stock which fail to meet such criteria in the presence of the inspector or promptly provide IAPMO INDIA with a certificate in a form reasonably acceptable to IAPMO INDIA and its representatives, signed by Licensee or a duly authorized officer, member or agent of Licensee which states that the Certification Marks have been removed from the certified products after the removal of Certification Marks from the certified products. In the event that certified products which fail to meet IAPMO INDIA's certification criteria previously have been delivered to third parties and are no longer in the possession, custody or control of Licensee, and the product failure could be reasonably deemed to pose a health and safety risk to consumers or the general public, then Licensee shall take all due actions as may be reasonably required by IAPMO INDIA, including, but not limited to (A) sending recall notices to all such third parties requesting that they return the products to Licensee, (B) obtaining and holding the products returned by such third parties, (C) removing the Certification Marks from such returned products, (D) holding the returned products in an impounded area for inspection by IAPMO INDIA, (E) destroying the returned products, (F) distinguishing all further inventory and/or production of such products from the returned or destroyed products and withdrawing manufacture of such defective products and/or (G) publishing, in a reasonable time and after consultation with IAPMO INDIA, a cautionary notice at its own expense, in at least one local newspaper informing public at large regarding the risks involved in dealing with certified products failing to meet IAPMO INDIA certification criteria mandatorily with appropriate batch numbers.

21. In the event an inspection reveals that an uncertified product manufactured, sold or being held for distribution by Licensee, bears one of IAPMO INDIA's Certification Marks, then Licensee shall (a) immediately cease use of the Certification Marks from all such uncertified products, and (b) remove the Certification Marks from all uncertified products in stock which bear one of the Certification Marks in the presence of the inspector or provide IAPMO INDIA with a certificate which states that the Certification Marks have been removed from the uncertified products after removal of Certification Marks from the certified products. In the event there is no adequate method for the removal of the Certification Marks without destroying the products, then Licensee shall destroy such products in the presence of the inspector or provide IAPMO INDIA with a certificate which states that the

products have been destroyed. In the event that uncertified products bearing the Certification Marks have previously been delivered to third parties and are no longer in the possession, custody or control of Licensee, then Licensee shall take all due actions as may be reasonably required by IAPMO INDIA, including, but not limited to, the action described in items (A) to (G) of Paragraph 20 herein.

22. Upon request by IAPMO INDIA, Licensee shall permit IAPMO INDIA to inspect, investigate and review copies of (1) any and all recall notices sent by Licensee under Paragraphs 20 and 21, (2) any and all responses received from the recipients of such recall notices and (3) Licensee's lists of those third parties who obtained the products described in Paragraphs 20 and 21 (hereinafter "Customer Lists"). IAPMO INDIA agrees to maintain all Customer Lists in strict confidence in accordance with the provisions contained in Paragraphs 34 and 35, subject to the limitations contained therein. IAPMO INDIA shall have the right to select a representative sample of locations from Licensee's Customer Lists and the right to conduct an inspection of such locations. If, pursuant to such inspections after a product recall, IAPMO INDIA discovers either (x) certified products which fail to meet the criteria for certification and which bear one of the Certification Marks, then IAPMO INDIA shall have the right to conduct further inspections of the remaining locations contained on the Customer Lists. Licensee shall reimburse or compensate IAPMO INDIA for all of the matters described in this Paragraph 22, including, without limitation (a) the time required to monitor the removal of the Certification Marks or the destruction of such products (b) all expenses and costs for the travel to and from and stay at Licensee's facility or facilities, (c) the time, expenses and cost incurred in obtaining products from third parties and removing the Certification Marks or destroying the products, and (d) inspecting all Customer Lists, customer facilities and/or impounded areas of products.

23. In the event Licensee disputes the inspector's findings with respect to a certified product which has initially or repeatedly failed to meet IAPMO INDIA's certification criteria, Licensee shall hold such product at its factory or in storage, and make no sale or distribution of such product, pending the outcome of (a) a decision of IAPMO INDIA under circumstances where Licensee requests such a decision in writing, and/or (b) any appropriate test of samples by an independent testing laboratory recognized by IAPMO INDIA as per Clause 44 ("Alternate Dispute Resolution") of this Agreement. Deliberations should be concluded within thirty (30) days of notification. During the time of such deliberation by IAPMO INDIA and/or such test, Licensee shall not ship such product with a Certification Mark thereon without the express written permission of IAPMO INDIA. Should IAPMO INDIA concur with the inspector's finding, or should the product fail such independent test, Licensee may contest the matter to IAPMO INDIA senior management.

24. In the event Licensee ceases all manufacturing and storage of certified product at one of Licensee's manufacturing or storage locations, or if one of Licensee's manufacturing or storage locations closes or moves to a new location, than Licensee will either (a) permit IAPMO INDIA to enter Licensee's manufacturing and storage facilities in order to verify that manufacturing and storage of

the products bearing the Certification Marks has ceased, or that the plant has moved or has been closed, or (b) promptly provide IAPMO INDIA with a certification which states that manufacturing and storage of the products bearing the Certification Marks has ceased or that the plant has moved or has been closed. Licensee agrees to pay all costs associated with any entry of its facilities by IAPMO INDIA under this Paragraph 24 in accordance with IAPMO INDIA fees.

DENIAL OF CERTIFICATION

25. In the event that Licensee fails to make payment of any fees in accordance to Clause 19 hereof or in accordance to any provision of this Agreement or breaches any of its representations, warranties, covenants or agreements contained in this Agreement, any application for a product certification or any other agreement or document relating hereto or thereto, then IAPMO INDIA may (in its sole and absolute discretion and in addition to any other remedies available to IAPMO INDIA) (a) deny the application for a product certification (under circumstances where the product is not yet certified); or (b) decertify the product or deny renewal of a product certification (under circumstances where the product is already certified) and terminate the license granted under this Agreement. Further, IAPMO INDIA may (in its sole and absolute discretion and in addition to any other remedies available to IAPMO INDIA) immediately decertify any and all product and terminate the license granted hereunder upon any continuous failure of any certified product to meet IAPMO INDIA's applicable certification criteria or upon any breach of Licensee's obligations or other duties under the Agreement. In the event of any such failure or breach, Licensee shall be notified by IAPMO INDIA in writing of the denial of the certification or the decertification (as applicable), the reasons therefore and, deficiencies, if any, if the denial or decertification is based thereon. Within twenty (20) days following receipt of such notification of denial or decertification based on a product deficiency, Licensee shall inform IAPMO INDIA in writing if Licensee contests the denial or decertification and the specific reasons for such contest. In the absence of such information from Licensee along with specific reasons of its contest, the denial of the product certification or the decertification of the product shall be final without further notice to Licensee. If any denial or decertification becomes final, either through failure of Licensee to contest or affirmance or through an appeal, the license granted by this Agreement shall be immediately and automatically terminated without further notice to the Licensee, and all of the requirements of Paragraphs 20, 21, 22, 31 and 32 hereof shall immediately apply.

26. IAPMO INDIA shall have the right to notify the general public of the decertification of any product. If the cause of any failure may reasonably affect other certified products of Licensee, IAPMO INDIA may also require the inspection and testing of such other products, or proof satisfactory to IAPMO INDIA 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 products are not affected, IAPMO INDIA may decertify such other products. In addition to the decertification, IAPMO INDIA may require, prior to accepting further applications from Licensee to certify products, proof that adequate measures

have been taken by the former Licensee to Insure that the causes of prior breaches or product failures have been eliminated, including sufficient inspections and tests to provide IAPMO INDIA with an indication that the former Licensee can maintain compliance with certification requirements. In the event of any such decertification, Licensee shall have the right to contest same as set forth in Paragraph 25.

APPEAL

27. A final decision accepting or rejecting any product for certification or recertification, or decertification any product, shall be subject to review only according to the provisions set forth in IAPMO INDIA procedures

RENEWAL

28. Prior to the expiration of a product certification, Licensee shall file an Application for Evaluation and Inspection (Renewal) of the product's certification with IAPMO INDIA and a re-executed License Agreement, if revisions have been made to the agreement in force at the time of renewal, each on forms provided by IAPMO INDIA. IAPMO INDIA will attempt to notify Licensee prior to the expiration date of the certification that the certification is due for renewal. However, calendaring renewal of a product certification is the sole and exclusive responsibility of Licensee. If a complete application to renew is not received prior to the date of expiration, or an extension request by Licensee to IAPMO INDIA for additional period of 1 month from actual date of expiration of product certification to file the application to renew has not been granted, the certification will automatically expire on the expiration date without notice to Licensee. IAPMO INDIA shall have the right to notify the general public of any expiration of the certification of any product.

29. By re-executing the License Agreement and submission thereof along with the renewal application, Licensee certifies that each substantial change or modification of whatever kind, type or manner in or to the product, since the previous application, has been accepted by IAPMO INDIA in accordance with Paragraph 14 hereof, and that any proposed substantial change or modification is described in detail in a writing attached to the renewal application. As used in the Paragraph 29, the phrase "substantial change or modification" shall have the same meaning as the term "substantial change" set forth in Paragraph 14 hereof. Licensee understands that new drawings, tests and product samples may be required by IAPMO INDIA as a condition of renewal if there is any such substantial change or modification since the last acceptance. In the absence of a writing attached to the renewal application and describing all such substantial changes or modifications, Licensee certifies by re-executing the License Agreement that no substantial change or modification whatsoever has been made to the product since its last acceptance by IAPMO INDIA. If any substantial change or modifications found to have been made to the product during the period of acceptance has not been submitted to IAPMO INDIA for prior approval, then IAPMO INDIA shall have the right to immediately decertify the product.

TERMINATION

30. In addition to the grounds and procedures for de certification and termination of the license to use the Certification Marks stated in Paragraphs 18, 25, 28, 29 and elsewhere in this Agreement, Licensee's products may be decertified and such license terminated immediately in the event that Licensee shall become bankrupt or insolvent, or if the business or Licensee shall become placed in the hands of a receiver, assignee for the benefit of creditors, or trustees, by voluntary act of Licensee or otherwise. All outstanding fees and fees due to IAPMO INDIA to be paid by the Licensee shall immediately become payable by the Licensee on termination/ decertification. The foregoing rights of termination as provided in this Clause are in addition to all other rights and remedies provided in this agreement or at law.

REMOVAL OF CERTIFICATION MARKS

31. Within six (6) months of termination or expiration of this Agreement or decertification of a product, Licensee agrees (a) to remove from its products, property and merchandise, including, but not limited to, its advertising labels, cartons, packages and stationery supplies, the Certification Marks and all references to IAPMO INDIA, (b) to destroy all such property and merchandise from which any of the Certification Marks or reference to IAPMO INDIA have not been removed, and (c) not to thereafter employ any Certification Marks or any confusingly similar words or design in any manner whatsoever. Notwithstanding the foregoing, however, and only with respect to products for which a certification has expired (as opposed to products which have been decertification or the certification for which has been terminated by IAPMO INDIA prior to the expiration thereof), Licensee shall have the right to sell and distribute products already bearing a Certification Mark which have been previously found by IAPMO INDIA to be in compliance with IAPMO INDIA certification criteria at the time the Certification Mark was applied properly to such product. Licensee's rights under the immediately preceding sentence, however, shall be subject to all of the terms and conditions of this Agreement, and this Agreement shall continue in full force and effect until Licensee has completely sold and distributed all such products.

32. In the event the product is decertified, IAPMO INDIA shall have the right to enter all domestic and foreign manufacturing and storage facilities owned or controlled by Licensee in order to verify that the Certification Marks have been removed from products, literature and/or from any material related thereto, or that all products and literature bearing any Certification Marks have been destroyed. Licensee agrees to permit such entry by IAPMO INDIA for the purposes stated. In the event that decertified products have previously been delivered to third parties and are no longer in the possession, custody or control of Licensee, then Licensee agrees to take all due actions reasonably requested by IAPMO INDIA with respect thereto (including, but not limited to, the actions described in Paragraphs 20 and 22 above). Licensee also agrees to pay all costs associated with the above in accordance with IAPMO INDIA Fees. Licensee acknowledges that (a) the distribution or sale of any product bearing a Certification Mark of IAPMO INDIA when such product is not currently listed by IAPMO INDIA; or (b) any

representation by Licensee that any such uncertified product is certified by IAPMO INDIA, constitutes an unlawful use and / or infringement of IAPMO INDIA's rights in its Certification Marks and constitutes a violation of applicable statutory and common laws, rules, regulation or by-laws.

CONFIDENTIALITY

33. IAPMO INDIA agrees to use any and all information received from Licensee, together with all Records, Customer Lists and records of complaints referred to in Paragraph 16 (collectively, the "Data"), for internal purposes only in connection with the required evaluations and documentation to be performed under this Agreement.

34. IAPMO INDIA shall maintain the Data in strictest confidence and shall not disclose the Data (a) to any person, entity or organization outside of IAPMO INDIA or IAPMO INDIA's internal staff and external auditors, other than Licensee and Licensee's directors, officers, employees, and agents, without the express prior written consent of Licensee; and (b) except as may be required by any applicable law or regulation, requests made in discovery, subpoena, or other court order or decree (which disclosures are hereby consented to by Licensee, subject to the following sentence). In order to provide Licensee 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 INDIA shall notify Licensee 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 INDIA to so notify Licensee shall not relieve Licensee of its obligations under this Agreement. It shall be the sole and exclusive responsibility of Licensee to challenge or contest the scope of any such requests, subpoenas, orders and decrees, and IAPMO INDIA shall strictly follow any and all court orders or other legal process required or mandated with respect to disclosure of the Data.

35. Notwithstanding anything contained herein, for purposes of this Agreement, the term "Data" does not include any information which (a) is generally available to the public domain other than as a result of a disclosure by IAPMO INDIA, (b) was available to IAPMO INDIA on a non-confidential basis prior to its disclosure to IAPMO INDIA by Licensee, or (c) is available to IAPMO INDIA on a non-confidential basis from a source other than Licensee, provided that such source is not bound by a confidentiality agreement with Licensee or otherwise prohibited from transmitting the Data to IAPMO INDIA by any contractual, legal or fiduciary obligation.

GENERAL PROVISIONS

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

37. Licensee hereby waives any claim or cause of action against IAPMO INDIA based on negligence arising out of any

actions or failures to act by IAPMO INDIA in granting, denying or revoking any certifications, except claims based on (a) gross negligence or lack of good faith by IAPMO INDIA and (b) a breach of the provisions of Paragraphs 33, 34 or 35 hereof.

38. In no event shall IAPMO INDIA be liable to Licensee 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.

39. Licensee shall not manufacture, prepare, assemble, package or deliver any products bearing a Certification Mark which 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 Certification Mark or to IAPMO INDIA's rights therein or to IAPMO INDIA by Licensee's use of the Certification Marks.

40. The Licensee agrees and fully understands that the responsibility of conformance to the relevant Indian Standard with respect to products is solely on the Licensee. Further, the Licensee agrees to indemnify, defend and hold IAPMO INDIA 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, lawyers's fees, investigative costs and court costs arising out of, relating to or in connection with (a) Licensee's participation in IAPMO INDIA's certification program or misrepresentation of the Licensee with regard to its products, including but not limited to statements by Licensee to third parties relating to Licensee's participation in IAPMO INDIA's certification program, and (b) all third party claims relating to the purchase or use of Licensee's products, whether based in contract (including, but not limited to, warranty claims), tort (including, but not limited to, negligence or product liability claims) or otherwise. Licensee further agrees to obtain and maintain policies of product liability insurance, general liability insurance or similar equivalents with coverage's in amounts that are reasonably satisfactory to IAPMO INDIA or commercially standard in the Industry.

41. 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.

42. All statements, notices and other communications which are required or permitted hereunder shall be addressed to the parties at their addresses designated in the most current Application for Evaluation and Inspection, 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 and correctly addressed.

43. This writing and the documents referenced herein contain the entire agreement of the parties, and this License Agreement may not be altered or amended except by an amendment agreement executed by a duly authorized officer of the parties subsequent hereto.

44. This Agreement shall be governed by and construed in accordance with the laws of the Republic of India. In any case, for supervisory, injunctive relief or relief of specific performance, this Agreement and any dispute arising out of this Agreement shall be subject to jurisdiction of court of city of Bengaluru, state of Karnataka, Republic of India. Further, subject to the terms and conditions of this License Agreement any dispute, differences or controversy of whatever nature and howsoever arising under or out of or in relation to this License Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the 'Dispute') shall, in the first instance be attempted to be resolved amicably.

Any Dispute which is not resolved amicably by conciliation within the period of 30 days shall be finally decided by arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996.

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

46. If a Licensee elects to have IAPMO India handle all communications, transactions and act on Licensee's behalf with a test lab, as indicated by payment of the applicable fee to IAPMO India, Licensee agree(s) as follows: (a) IAPMO India is not responsible for acts or omissions of a third-party testing laboratory and IAPMO India accepts no responsibility for the timeliness nor workmanship of the services performed by the third-party testing lab, and IAPMO India accepts no liability for the test results provided by the testing laboratory to you or us; (b) to release and hold IAPMO India harmless from all claims and demands with respect to, or arising out of, the laboratory testing and quotation, whether known or unknown, which you may have now or hereafter have; (c) the total of IAPMO India's liability (including without limitation, by reasons of negligence, warranty, strict liability, tort, contractual or otherwise) arising out of or in connection with the laboratory testing shall not exceed the testing fees actually paid by Licensee to IAPMO India; (d) IAPMO India will provide Licensee with the quotation for testing services and no payment will be made by IAPMO India to the testing laboratory until receipt is had by IAPMO India of 100% of the testing quotation; (e) any and all additional fees assessed by the testing laboratory will be paid by Licensee to IAPMO India; (f) the testing laboratory may remain anonymous and may issue the quotation in Licensee's name and Licensee shall remain at all times primarily financially liable to IAPMO India; (g) without regard to the certification decision, if one is even reached, all testing fees paid to IAPMO India and forwarded to the testing laboratory are 100% non-refundable to Licensee absent the express written consent of the applicable testing laboratory; (h)

IAPMO India may, but is under no obligation to, contact your chosen testing laboratory to confirm the quotation provided.

LICENSEE

Company: _____
Contact: _____
Title: _____
Signature: _____
Date: _____

IAPMO INDIA PVT LTD

By: _____
Title: _____
Signature: _____
Date: _____