



Fluidmaster Inc.
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California 92675
USA

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SINTEF Building and Infrastructure
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Enterprise /VAT No: NO 948007029 MVA

Your ref.
David L. Marbry

Our ref.
skn

Project No. / File code
PS 1096

Date
13.10.2014

Dear Mr David L. Marbry,

Renewed certification of Fluidmaster inlet valves for flushing cisterns

Please find enclosed renewed SINTEF Product Certificate No. 1096 in response to your application of 07.10.2014. We also enclose your two sets of the contract. Your certificate is valid when SINTEF Building and Infrastructure has received the signed contract. Please send the signed contract to SINTEF Building and Infrastructure, P.O. Box 124 Blindern, NO-0314 Oslo, Att.: Torunn Sørbekk. The new contract replaces the contract dated 12.12.2009.

The certificate will be published on our web-site www.sintefcertification.no and certification marks will be sent separately by e-mail as eps- and jpg-files when we have received the signed contract.

Alf Furulund has been in charge of the certification.

We refer to the contract regarding future follow up of the certificate.

Please send copies of all production control reports from KIWA to SINTEF Building and Infrastructure, attention Alf Furulund.

Yours sincerely,
for SINTEF Building and Infrastructure

Steinar K. Nilsen
Product certification Manager

Enclosure

- Certification document
- Contract (2 ex.)



CONTRACT
concerning
SINTEF Product Certificate No. 1096

Fluidmaster inlet valve for flushing cisterns

This contract is made between Stiftelsen SINTEF represented by its Institute SINTEF Building and Infrastructure, in the following called SINTEF, and Fluidmaster Inc, in the following called Manufacturer.

1. Background and purpose

SINTEF is performing its work as a notified body on behalf of the Norwegian Building Authority. When performing work as a notified body SINTEF is part of the public administration and has to abide by the act relating to procedure in cases concerning the public administration, chapter II-VI.

This contract describes the rights and obligations SINTEF and Manufacturer have in order to maintain the SINTEF Product Certificate mentioned above. The certificate is only valid when this contract has been signed by both parts.

2. Responsible persons

The following persons are main contacts and responsible for maintaining the certificate and the factory production control system:

For Manufacturer: *David Marbry*

For SINTEF: *Alf Furulund*

3. Impartiality

Manufacturer confirms that SINTEF has not been involved in the design or development of Manufacturer's products, production process, or factory production control.

The Certification Manager confirms that evaluations of impartiality have been performed in all steps of the certification process, and that impartiality has been found to be in accordance with SINTEF's quality management system and the current standard for the activity.

4. SINTEF's obligations

SINTEF shall publish, update and file the certificate according to the provisions for SINTEF Product Certification as described in SINTEF's Quality System. SINTEF shall control that supervisory production control has been performed.

SINTEF and bodies who inspect the production on behalf of SINTEF shall treat all information about the factory production confidential according to the above mentioned act, chapter III. SINTEF shall also check with Manufacturer if there is special information regarding the product specifications that should be regarded as confidential, and act according to this.

If SINTEF finds that new technical specifications changes the technical basis for the certificate during the period of validity, SINTEF shall contact Manufacturer in order to revise the certificate.

5. Manufacturer's obligations

As holder of the certificate Manufacturer is obliged to deliver the approved product to the market with the properties and the conditions for use as described in the certificate document.

Manufacturer's quality management system is certified according to ISO 9001:2008 by NSAI, certificate No. IE-19.3131. The manufacturer has a control agreement with KIWA, agreement



No. 2012-10-01. A copy of the control report shall be sent to SINTEF, marked Alf Furulund, as soon as possible. Control shall be made at least once during the certification period.

Manufacturer shall ensure that the internal product- and factory production control as specified in the production control description is carried out. Requirements stated in the supervisory control reports concerning possible changes of the product or the production shall be carried out to the extent and within the time specified in the reports. Test specimens that may be sampled for audit testing shall immediately be sent to the testing body.

Manufacturer is obliged to inform SINTEF about possible changes in the product, production site, production process, and/or factory production control, before the changes are made effective for the product on the market. Any change in address, phone no. etc. must be reported to SINTEF.

Manufacturer is obliged to keep a record of all complaints made known to it relating to compliance with the certification requirements, make these records available to SINTEF Certification when requested, take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification, and document the actions taken.

Manufacturer is obliged to inform SINTEF's Certification Manager if Manufacturer enters into a contract with SINTEF regarding design or development of Manufacturer's products, production process, or factory production control.

Manufacturer shall ensure SINTEF, and other inspection bodies mentioned in the production control description, free admittance without delay to all premises, documents and persons relevant for performing the supervisory factory production control.

Manufacturer shall file control reports and relevant documents related to the internal production control for at least 5 years if no other agreement is made.

The complete certificate text as well as as a facsimile of the certificate may be published without restrictions in Manufacturer marketing. Extracts of the certificate may only be published with permission from SINTEF.

The product shall be marked with reference to standard/class if relevant, name of the Manufacturer and product, year of production and week- or serialnumber.

6. Certification mark

The certification mark may be used by the holder of the certificate for marking the product, the packaging or in material for product marketing. Use of the certificate mark to show that the product is certified may be done by marking the product directly, and/or showing the mark on packaging, in brochures or in other forms of product marketing. The mark must be used for the certified product only. The mark must not be used in a way that may lead to the impression that other, non-certified products from the same manufacturer are also covered by the certificate. SINTEF's logo must not be used.

When the certificate is no longer valid all use of the certification mark and other references to the certificate shall stop immediately.



7. Reservation concerning validity of the product certificate

The product certificate is not valid until SINTEF's invoice related to the preparation of the certificate has been paid in full by the holder of the certificate. Violation of the payment conditions leads to termination of this contract according to cl. 9.

8. Costs

As holder of the certificate Manufacturer pays a total cost of NOK 15 000,- to SINTEF for the certification period of 5 years.

Possible costs for control visits or control testing are invoiced according to SINTEF's normal fees, or the fees of the inspection body acting on behalf of SINTEF. The same applies for expenses related to amendments or renewal of the certificate. Amendments which causes issuing revised documents will normally have a cost of NOK 7 000,-.

9. Renewal and termination

This contract shall be renewed after maximum five years, even if there are no changes in the content of the contract. Mutual termination of this contract can only be done at the turn of the year, after written notice before 1 December.

The contract can be terminated immediately by both parts if the conditions in this contract are not mutually fulfilled.

10. Governing law and dispute resolution

The present Contract shall be governed by and construed in accordance with the laws of Norway. Disputes that may arise in connection with the Contract or is a result thereof shall be settled by private negotiations between the Parties. If such agreement cannot be obtained within a reasonable time period the Parties shall choose Oslo District Court as the legal venue.

11. SINTEF's security requirements related to inspections of factory production

When SINTEF performs surveillance inspection of the production in the factory or on other sites according to a factory production control description or a control agreement, the manufacturer accepts that SINTEF's employees at all times follow Norwegian employment regulations and SINTEF's security and working routines. In cases where local provisions are stricter than SINTEF's provisions the local provisions shall be followed. SINTEF's employees shall be informed by the manufacturer about relevant security routines for the production site before starting the inspection, and determine whether the inspection can take place according to SINTEF's security and working routines without risks related to life or health.

On behalf of
Stiftelsen SINTEF ved sitt institutt Byggforsk
Oslo, 13.10.2014

Steinar K. Nilsen
Certification Manager

On behalf of
Fluidmaster Inc.

David Marbr



Produktsertifikat

Nr. 1096

SINTEF Byggforsk bekrefter at

Fluidmaster systerneventiler, type 400 og 747

er i samsvar med kravene i

NS-EN 14124

VA 1.90/DK

EN-14124

Produktene er trykktestet ved 16 bar

Innehaver av sertifikatet:

Fluidmaster Inc

Rancho Viejo Road 30800

San Juan Capistrano, California 92675, USA

Produsent:

Fluidmaster Inc

San Juan Capistrano, California 92675, USA

Utstedt : 04.03.2005

Fornyet: 13.10.2014

Gyldig frem til: 01.01.2020

Produsenten har kontrollavtale med KIWA, og er sertifisert etter ISO 9001



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Steinar Klubben Nilsen
Sertifiseringsleder