



**BUREAU
VERITAS**

Industry Division

CERTIFICATE OF INSPECTION NO.: TPI13040

Issuing Center : Taipei Taiwan

Supplier/Address : Mars Valve Co., Ltd.

No. 83, Sec.1, Chung-De 8th Rd.,
Taichung City 406, Taiwan
(R.O.C.)

The undersigned, B.H. Juang acting with the scope of General Condition of the industrial Branch of Bureau Veritas, certifies that the supplies

Type: Designation : SERIES 90/90D
Type of valve: : 2PCs Flanged End Ball Valve (Full Bore)
Pressure rating: : Class 150
Nominal size: : 6 inch x 1 piece
Material
(a) Body : ASTM A216 WCB
(b) Bonnet : ASTM A216 WCB
(c) Seat : PTFE

Inspected in Lung-Tan, Taiwan

On 21st Mar. 2013

Has been upon request of : Mars Valve Co., Ltd.

Intended for : Mars Valve Co., Ltd.

Inspected in conformity with the applicable requirements of the valve fire test per API 607, SIXTH EDITION and contractual requirements governing the mission entrusted to Bureau Veritas.

Made In Taipei, Taiwan on 28th Mar. 2013

Signature B.H. Juang

Surveyor to Bureau Veritas



Addition qualification of other valves, covered by the valves tests according API standard 607 6th Editions, 2010.

The qualification of ANSI Class : Class 150; 300

The qualification of Size : 6"; 8"; 10"; 12".

Manufacturer : Mars Valve Co., Ltd.

Particular mention : The test result of valve fire test is passed
Test report of valve fire test attached

GENERAL CONDITIONS OF SERVICE

Article 1

All actions and services provided by any company of the Bureau Veritas group, individually designated hereafter as "Bureau Veritas" are governed by the following General Conditions of service. Accordingly, all contracts, agreements or other arrangements entered into by Bureau Veritas, for the performance or supply of services, shall in all respects be governed by these conditions, except where such conditions are at variance with legal provisions governing services performed on behalf of governments or government bodies, or the law of the place where the said agreements or contracts are made or are to be implemented, in which case relevant national or local laws shall take priority.

Article 2

Bureau Veritas, in the capacity of an independent third party, supplies information in the form of ascertainment, advice, assessment or recommendations, for the principal purpose of contributing to the prevention of the risks to which the beneficiaries of its services are exposed, and of helping them assure the quality of their products or services. To this end, Bureau Veritas performs actions including surveys, inspections, verifications, assessments, audits or appraisals. In the course of such performance, it has recourse to techniques and processes such as examination, sampling, testing, analysis and measurement, thereby enabling it to exercise complete independence, impartiality and objectivity in collecting the information it has been requested to supply. Such information is communicated to the beneficiary in the form of an inspection sheet, report, certificate, attestation or mark, or by any other suitable means. All such activities are hereafter referred to collectively as "Bureau Veritas Services".

Article 3

Bureau Veritas undertakes certain services, meeting requirements which do not correspond to the definition in article 2 above, only by special arrangement.

Such special services comprise, without being confined to:

- 3.1 Qualitative or quantitative guarantees;
- 3.2 Preshipment inspections under the terms of a government import control scheme;
- 3.3 Combined services, comprised of concurrent and consecutive operations;
- 3.4 Supervision of complete industrial project schemes, including consulting, monitoring, expediting and progress reporting;
- 3.5 Value appraisal and price control or assessment;
- 3.6 Acceptance procedures for goods, works, equipment or any other item, or supervision of their commissioning on behalf of the Principal;

Article 4

Bureau Veritas, as the case may be, acts for:

4.1 - Government bodies, or on their behalf, on their direct instructions or as a result of regulatory requirements incumbent on the Principal (as defined in article 4.2 below). In such cases, Bureau Veritas Services are supplied in accordance with relevant legislative or administrative provisions, and Bureau Veritas is legally accountable only to the government bodies concerned.

4.2 - Persons or entities issuing the instructions to act, hereafter referred to as "the Principal". No other party is entitled to issue instructions to Bureau Veritas, particularly on the nature and extent of the services, unless so authorised by the Principal.

However, Bureau Veritas expressly reserves the right to act at its own discretion in delivering reports and/or certificates, or any other information relating to its services to a third party, if such an act results from instructions from the Principal, or from an undertaking entered into towards the Principal, or derives implicitly from circumstances, trade custom, usage or practice.

Article 5

5.1 - Bureau Veritas undertakes to supply services on the basis of its Quality Assurance Manual, in accordance with proper professional practice, and in compliance with:

- Principal's special instructions as confirmed by Bureau Veritas, and, in the absence of such instructions;
- terms of Bureau Veritas standard order form and/or specifications of standard contracts, if used;
- any relevant professional standard, trade custom, usage or practice;
- such methods as Bureau Veritas shall deem suitable on technical and/or financial grounds.

5.2 - Bureau Veritas shall exercise due care and skill, and acts in a professional and workmanlike manner:

- in the selection and assignment of its personnel;
- in performance of its services, considering the state of the art and technology at the time the services are being performed.

5.3 - Unless otherwise stipulated, Bureau Veritas, which carries out its investigations at random, does not usually perform any systematic and comprehensive examination. Consequently, Bureau Veritas services cannot be considered as exhaustive.

Bureau Veritas representatives are therefore not expected to be in permanent attendance on site, and their visits are normally intermittent and unannounced.

Article 6

6.1 - Documents concerning undertakings entered into between the Principal and other interested parties, such as contracts of sale, supply or work contracts, letters of credit, bills of lading, specifications, datasheets, letters of commissioning, certificates of acceptance or conformity, and which are divulged to Bureau Veritas, shall be considered to be for information only, without either extending or restricting Bureau Veritas' remits or obligations.

6.2 - Unless instructed specially to the contrary by the Principal, Bureau Veritas reports, certificates of inspection and any other relevant information or document relate the facts as recorded by it within the limits of instructions received, and if appropriate state its opinion on such facts; but Bureau Veritas is under no obligation to refer to or report upon any facts or circumstances which are outside the specific scope of its assignment or commission.

6.3 - The Principal agrees:

6.3.1 - To ensure that adequate instructions are given in due time to Bureau Veritas, in order to facilitate proper performance of the requested services;

6.3.2 - Except for generally available documents such as codes and standards, to provide Bureau Veritas, either directly or through his suppliers and subcontractors, with all documents necessary for performance of the requested service;

6.3.3 - To provide Bureau Veritas with all information and particulars concerning the use or purpose of the items in relation to which Bureau Veritas services are to be provided;

6.3.4 - To advise Bureau Veritas of the date on which services are to commence, or be resumed in case of suspension, and also of essential facts affecting the item(s) for which its services have been requested;

6.3.5 - To provide Bureau Veritas agents and representatives with all necessary transportation facilities and access to premises where the services are to be carried out, as well as all material means needed for performance of its services;

6.3.6 - To ensure that all necessary measures are taken to ensure safety and security of working conditions on site during performance of the requested services;

6.3.7 - To provide all manipulations or handling needed for performance of Bureau Veritas services;

6.3.8 - To take all necessary steps to eliminate or remedy any obstructions to or interruptions in performance of the requested services;

6.3.9 - Fully exercise all his rights and discharge all his liabilities under the contract in connection whereof the services have been requested, failing which Bureau Veritas shall be under no obligation to the Principal.

Article 7

When providing services, Bureau Veritas does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters or owners, who, notwithstanding Bureau Veritas actions, are not released from any of their obligations of whatever nature. In particular, any information and advice supplied by Bureau Veritas shall not be held or construed to amount to approval or acceptance of the items in connection with which the information and advice are supplied.

The interested parties are responsible for acting as they see fit, according to the information and advice provided by Bureau Veritas. Neither Bureau Veritas nor any of its agents guarantee the accuracy of such information or advice, or the quality, outcome, effectiveness or appropriateness of any decision or action undertaken on the basis of the said information or advice.

Furthermore, none of the services or information provided by Bureau Veritas shall create any obligation bearing on Bureau Veritas or constitute any warranty of proper operation of any equipment or plant that has been subject to any inspection by Bureau Veritas using computer software or hardware of any sort or other comparable concepts (hereafter referred to as "Equipment") with respect to the absence of failures when processing or handling dates or performing other similar operations of any computer element, whether hardware or software, of said Equipment.

It is hereby agreed that Bureau Veritas shall in no circumstances whatsoever incur any liability for, without limitation, any damage, loss, cost or expense arising from any such failures.

Article 8

8.1 - Bureau Veritas undertakes to use its best efforts and to exercise due care and skill in the performance of its services, and accepts liability only in case of negligence proven by the Principal.

Bureau Veritas advice is given only in relation to documents and information provided by the Principal. Bureau Veritas cannot be held liable if it has been given erroneous or incomplete information.

8.2 - In the event of Bureau Veritas being held liable, under the terms of article 8.1 above, its liability to the Principal in respect of any claim for loss, damage or expense, of whatever nature or magnitude, and however arising, shall in no circumstances exceed a total aggregate sum equal to five times the amount of the fees paid to Bureau Veritas for the specific services which give rise to such a claim.

Where fees relate to a number of services, and a claim arises in respect of one or more of those services, the relevant fees for the purpose of this article shall be in proportion to the estimated time spent on the performance of each service.

For claims concerning services for which no invoice has been issued,

the amount of any compensation due, if Bureau Veritas liability is involved, shall under no circumstances exceed a fixed sum of FRF 5 000.

8.3 - The amount of compensation payable by Bureau Veritas to the Principal under the terms of article 8.2 above may be increased up to a maximum of ten times the amount of the fees paid to Bureau Veritas, upon receipt of written notification to this effect at least two weeks before the commencement of services, and upon payment of additional fees equal to one tenth of the increase in compensation payable by Bureau Veritas.

8.4 - In the event of any claim, notice must be given to Bureau Veritas Head Office within thirty days of discovery of the facts alleged to justify such a claim, or six months from the date of completion of Bureau Veritas services, whichever is the earlier.

Article 9

The Principal shall guarantee and indemnify Bureau Veritas and its servants, agents or subcontractors against all claims made by third parties for loss, damage or expense of whatever nature and howsoever arising, relating to the performance, purported performance or non-performance of any service, to the extent that the aggregate of such claims for any one service exceeds the limitation of liability mentioned in Article 8 above.

Article 10

Fees payable for Bureau Veritas services may be either a fixed amount, or a percentage of the value of the item in relation to which those services are to be supplied.

Unless otherwise stipulated, Bureau Veritas fees shall be subject to revision, if the duration of the services exceeds one year, as well as in case of suspension. However, if they represent a percentage of the value as defined above, they need not be revised if the said value is itself subject to revision.

10.1 - Whenever Bureau Veritas fees are a fixed amount, if there is an increase of more than 10 per cent, either of the items on the basis of which the amount has been calculated, or of the expected duration of the services, the amount of fees shall be increased in the same proportion.

10.2 - Whenever Bureau Veritas fees are a percentage of the value of the item in relation to which its services are to be supplied, the said value shall be defined, or at least estimated, in the request for services from the Principal, as well as any items which should not be taken into account for the purposes of calculating Bureau Veritas fees.

The Principal shall regularly and in due course supply Bureau Veritas with the data or documents that will serve as a basis for the calculation of its fees.

Bureau Veritas fees shall be increased by 10 per cent in the event of reduction of the given or estimated value of relevant items by more than 10 per cent, or if the expected duration of Bureau Veritas services is to be extended by more than 10 per cent.

10.3 - Unless otherwise agreed, invoices for services performed by Bureau Veritas are payable at the date mentioned on the relevant invoice and, in any case, within 30 days from the date of the relevant invoice, failing which interest for late payment may be charged at the rate of 1.5 % per month or fraction thereof.

10.4 - If any interruption occurs in Bureau Veritas Services, for any reason, its fees are payable up to the date of such interruption, plus reimbursement of expenses incurred as a direct consequence of the interruption.

Article 11

In the event of Bureau Veritas being prevented for any reason beyond its control from performing or completing the requested services, as well as in case of early termination of services for any reason not attributable to Bureau Veritas, the Principal agrees:

- a) to reimburse any expenditures actually made or incurred;
- b) to pay the proportion of fees due for services which have been actually carried out and to release Bureau Veritas from all responsibility for partial or total non-performance of the services.

Article 12

Unless otherwise provided, these conditions and contracts, agreements or arrangements subject to these conditions are governed by French law.

Except for conflicts relating to payment of Bureau Veritas fees; for which the Court of Nanterre (France) shall exercise jurisdiction, any dispute which at any time hereafter arises out of or concerning these conditions, or the performance of Bureau Veritas services, shall be referred to arbitration in Paris by a single arbitrator selected by common consent of the parties; in the absence of such consent, the arbitrator shall be designated, upon request of either party, by the President of the Commercial Court of Paris. Arbitration proceedings shall be conducted in accordance with rules of arbitration to be agreed by the parties within ninety days of receipt of notice by one party to the other of a dispute, by reference to and in compliance with the French law on arbitration.

If, within the said ninety days, the parties have failed to reach agreement on the rules of arbitration, the dispute shall be submitted to the Court of Nanterre (France), even in the case of third party action or more than one defendant. The said Court of Nanterre shall have sole jurisdiction over any such disputes, to the exclusion of all other courts.