



**American
Petroleum
Institute**



2010-170

Certificate of Authority to use the Official API Monogram

License Number: 6D-1052

ORIGINAL

The American Petroleum Institute hereby grants to

**FLUVAL SPAIN SL
Poligono Kalzadako Saratxo
Amurrio, Alava
Spain**

the right to use the Official API Monogram[®] on manufactured products under the conditions in the official publications of the American Petroleum Institute entitled API Spec Q1[®] and **API Spec 6D** and in accordance with the provisions of the License Agreement.

In all cases where the Official API Monogram is applied, the API Monogram should be used in conjunction with this certificate number: **6D-1052**

The American Petroleum Institute reserves the right to revoke this authorization to use the Official API Monogram for any reason satisfactory to the Board of Directors of the American Petroleum Institute.

The scope of this license includes the following product: Ball Valves

QMS Exclusions: No Exclusions Identified as Applicable

Effective Date: JANUARY 18, 2011

Expiration Date: JANUARY 18, 2014

To verify the authenticity of this license, go to www.api.org/compositelist.

American Petroleum Institute

Director of Global Industry Services

Licensing Information Form For API Spec 6D

Pipeline Valves (Steel Gate, Plug, Ball, and Check Valves)

Return To:
American Petroleum Institute
Monogram Program
1220 L Street, NW
Washington, DC 20005-4070
USA

Submitted By

Company: FLUVAL SPAIN S.L
Facility: FLUVAL
Address: POLIGONO KALZADAKO SARATRO
01468 ATURRIO
ALAVA SPAIN

Products	
Gate Valves	
Plug Valves	
Ball Valves	<input checked="" type="checkbox"/>
Check Valves	

Please place a check mark (✓) in each box that corresponds to the products you are applying to manufacture and monogram.
(If using electronic PDF form, click your mouse in the corresponding box and the check mark will appear.)


1/31/11



60-1052

API Monogram Licensing Program Requirements

Part 4 – API Monogram License Agreement

Use of the Official API Monogram

This Agreement dated 27/01/2011 1/18/2011
between the AMERICAN PETROLEUM INSTITUTE (hereinafter "API"), a corporation of the District of Columbia, having offices at 1220 L Street, N.W., Washington, D.C., 20005-4070, USA, and:

FLUVAL SPAIN, SL

hereinafter "Licensee"), a corporation of:

having its principal place of business at:

POLIGONO KALZADAKO-SARATXO, S/N, 01468 ANWARIO (SPAIN)



WHEREAS, API is the owner of all rights to the certification mark (hereinafter "the API Monogram") relating to API's Monogram Program.

WHEREAS Licensee desires a non-exclusive license from API on or in connection with the marketing of goods made in accordance with API standards and specifications.

NOW THEREFORE, In consideration of the mutual covenants hereinafter stated, the parties agree as follows:

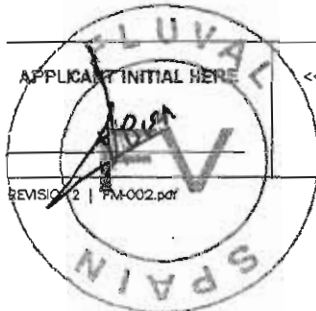
1. API grants to Licensee a non-exclusive non-transferable license to use the API Monogram on the types of products set forth in the Certificate of Authority to Use the Official API Monogram which is made a part hereof provided that these products are made in accordance with the requirements set forth in the API Product Specification in effect at the time of manufacture associated with the above license number, API Spec Q1 (Specification for Quality Programs for the Petroleum, Petrochemical and Natural Gas Industry), and the API Monogram Program Requirements, including any amendments, modifications, substitutions or interpretations that hereafter are adopted (hereinafter "the API requirements" or "the requirements").

This Agreement is applicable only to Licensee's product(s) that are made at the Licensee's facility which is located at:

POLIGONO KALZADAKO-SARATXO, S/N, 01468 ANWARIO (SPAIN)
(hereinafter "facility").

2. Licensee shall not use the API Monogram on letterheads, or in any advertising (including company-sponsored websites) without an express statement of fact describing the scope of Licensee's authorization (license number and product specification), and further provided that Licensee shall not use the API Monogram or the name the AMERICAN PETROLEUM INSTITUTE or the description "API" in any advertising or otherwise to indicate API approval or endorsement of the Licensee's products.
3. Licensee agrees that use of the API Monogram on the products shall constitute a representation and warranty by Licensee to API and to the purchasers of the Licensee's products that the products conform to the applicable standards, specifications and requirements of API; and Licensee agrees to be solely responsible for, and to defend, indemnify, and hold API and API's affiliates, officers, directors, agents, and employees harmless against any and all claims, actions, suits, liabilities, demands, expenses (including reasonable attorneys' fees), losses, costs, or damages asserted against or incurred by API arising out of or in connection with (1) the failure of Licensee's products to conform to such standards, specifications, and requirements or (2) the breach of any obligations or warranties contained in this agreement; and Licensee further agrees to defend API, at Licensee's expense, against any and all such suits, claims or proceedings.

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4. API shall be the sole judge of whether Licensee meets the appropriate qualifications to become and remain a Licensee and whether the Licensee and the Licensee's products meet the appropriate standards or specifications, or requirements.
5. Licensee agrees to implement and maintain at the facility a quality program conforming to API Specification Q1 at all times. A copy of the Organization's Quality Manual describing said program shall be issued to API for the duration of this agreement. Any proposed changes to the quality program to a degree requiring changes to the Quality Manual shall be submitted to API for acceptance prior to incorporation into the program.
6. Licensee agrees to use the API Monogram on products only as specified by API. The Licensee agrees that it will use the API Monogram only on Licensee's products that meet all of API's requirements and agrees to assume full and complete responsibility for use of the API Monogram on its products. Licensee agrees to use its License Number in conjunction with and only in conjunction with the marking of the Licensee's products.
7. Licensee agrees that any auditing, sampling, inspections or tests conducted by API are designed only to verify conformance with API requirements and do not relieve the Licensee of its responsibility to ensure the quality of its products in the marketplace or ensure that all of its products meet API requirements.
8. If API's requirements are modified during the term of this Agreement, API shall determine the date by which the new requirements become effective and shall notify the Licensee of such date. Licensee agrees to comply with the modified requirements and to use the API Monogram after the effective date only on products that meet the new or revised requirements.

Licensee shall notify API in writing in the event that its operations are significantly disrupted due to natural disaster (such as hurricane, earthquake, fire, flooding, or tornado), malicious computer hacking, political unrest, pandemic disease, financial distress, or any other situation that prevents normal operation or quality control.
9. Licensee agrees to pay API the annual license fee specified in the Fee Schedule, within the timeframe specified by API. This annual fee may be revised at any time if deemed necessary by API to cover the costs of administration and enforcement of the program. All fees are payable in U.S. Dollars. Licensee agrees to pay any audit fees related to the program within the time frame specified by API.
10. Licensee understands and agrees that:
 - (a) Licensee's facility may be audited periodically during the term of this license to determine whether or not Licensee may continue to qualify for the authorization to use the API Monogram. The frequency of the periodic audits will be at the discretion of API. Licensee agrees to permit API, or any approved API auditor to conduct such audits. Periodic audits shall be at API's expense.
 - (b) Every third year, a renewal audit shall be at Licensee's expense. For-cause and verification re-audits, if warranted, shall be at the expense of the Licensee. Any audits of Licensee's primary contractors that are deemed necessary by API to ensure compliance with API's requirements shall be at the expense of the Licensee.
 - (c) API's representatives shall, after giving reasonable notice, have the access to the facilities covered by this Agreement in order to perform audits. The Licensee understands and agrees that the provisions of this paragraph shall be applicable to the facilities of the Licensee's primary contractors if API determines that an audit of these facilities is needed in order to ensure conformance with the applicable specification(s). The Licensee agrees to supply API with the required contractor information and/or facilitate contractor contacts in order for API to perform an audit of these facilities, if deemed necessary by API.

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- (d) The right of API's representative to obtain free access to the Licensee's facilities or the facilities of any primary contractor shall not be conditioned upon the execution by him or API of any agreement, waiver or release which in any way purports to affect his legal rights or the rights or obligations of API. Any such document executed in contravention of this provision shall be without force or effect. However, API shall direct its representative to exercise due care in complying with any plant safety regulations which may be generally applicable to the manufacturer's plant personnel.
 - (e) Licensee understands and agrees that API may terminate Licensee's authorization to use the API Monogram if Licensee or Licensee's contractors fail to provide access to the facilities within the time frame specified by API.
11. Licensee agrees to pay all sales, use, property, excise, and other taxes now or hereafter imposed by any government body or authority based on or in any way measured by this Agreement.
 12. Licensee agrees to notify API in a timely manner if it has evidence or information which indicates that its products displaying the API Monogram do not conform to API's requirements and agrees to take action immediately in order to bring the product into full compliance. If Licensee's products in the marketplace do not comply with API's requirement, Licensee agrees to take whatever corrective action (including product recall) that is deemed necessary by API to protect consumers or API in a time frame specified by API.
 13. The Licensee agrees that API may notify vendors, governmental authorities, potential users, and others of an improper or unauthorized use of the mark when in judgment of API such notifications are necessary to protect consumers, the public, or for API's own protection.
 14. This Agreement may be terminated by API at any time and for any reason satisfactory to API after providing notice to the Licensee. However, if the Licensee defaults in any of its obligations under this Agreement, API may immediately terminate or suspend the rights or authority conferred by this Agreement without prejudice to any other rights which API may have. Termination, suspension, or expiration of this Agreement shall not affect any liability of the parties existing as of the date of such action, shall not relieve the Licensee of its obligation of indemnity as to products manufactured or distributed prior thereto, and shall not excuse Licensee from paying any fees or other charges owing to API. Upon termination or suspension, with or without cause, of any rights or authority conferred by this Agreement, or upon expiration of this Agreement, the Licensee agrees to immediately discontinue the use of the API Monogram on any product which is the subject of such termination, suspension or expiration. If this Agreement is terminated for cause by API or at the request of the Licensee, the Licensee agrees that API shall not be obligated to refund any fees or payments made by Licensee. Licensee agrees that under no circumstances shall API be liable for loss of profits, loss of income, loss of business opportunity, economic loss or other consequential loss or damages as a result of the termination of this agreement.
 15. Licensee agrees not to alter, adjust, amend, vary, revise, or otherwise modify the Certificate of Authority to Use the Official API Monogram or any copies thereof.
 16. The Licensee agrees that the manufacture, sale, delivery, shipment, distribution or promotion of any product utilizing the API Monogram would mislead the public if such product does not comply with the requirements of API as herein provided and agrees that any breach of this contract in this respect could not adequately be compensated for in money damages. For these and other reasons, the Licensee agrees that, in the event of the violation of any of the terms and conditions of this Agreement, a temporary injunction may be issued at the instance of API restraining the Licensee from further use of the API Monogram in any manner whatsoever, and from any further sale or offering for sale, delivery or distribution of said products bearing the API Monogram, and any other relief which may be deemed appropriate. The granting or issuance of such temporary injunction shall not affect the right of API to compensatory and punitive damages for the misuse of the API Monogram or its name, abbreviations, or symbols, and shall be in addition to, and not in lieu of, any other rights and remedies provided by this Agreement.

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17. Licensee agrees not to make any intentional representations or statements related to the Monogram Program to potential customers or API that are false, misleading, or inconsistent with the terms of this License Agreement or the API Monogram Program.
18. API has the right, but not the obligation, to register at its own cost, any or all of the API Monogram worldwide. Furthermore, API does not represent or warrant, express or implied, that the API Monogram does not infringe or otherwise violate the rights of third parties. API, however, represents and warrants that it has no actual knowledge that the API Monogram infringes or otherwise violates any valid right of any third party in whole or part that would preclude Licensee from using the API Monogram as provided for in this Agreement.
19. Licensee agrees that API is the sole owner of the API Monogram and agrees not to take any actions which are inconsistent with API's ownership rights including, but not limited to, challenging API's ownership rights, challenging the validity of the API Monogram or any registrations and applications thereof, and/or attempting to register the API Monogram or other API mark in any country, state, or other jurisdiction.
20. The Licensee shall promptly notify API of any assertion that the use of the mark in the promotion or sale of licensed products hereunder infringes or violates the rights of any third party and will consult with API to determine the course of action to be followed in response to said assertion. API shall have the right to terminate this Agreement, in whole or in part, in response to said assertion. API does not undertake and shall have no obligation, but nevertheless shall be entitled, if it so desires to defend any action brought for infringement or other violations of trademarks, patents, industrial and artistic designs or copy rights owned by a third party or unfair competition with a third party when the basis of the claim is related to the Licensee's use of the API Monogram. If API does not defend any such action, it shall have no obligation to reimburse or indemnify the Licensee, its agents, sub-agents, customers, or any other persons for the cost of defending such suit or for damages or costs incurred as a result of such actions.
21. With respect to all claims, actions and suits to enforce API's rights in the marks, including suits in which the Licensee is joined as a party, API shall have the sole right to employ counsel of its choosing and to direct the handling of the litigation and any settlement thereof. API shall be entitled to receive and retain all settlement proceeds and all amounts awarded as damages, profits or otherwise in connection with such suits.
22. The Licensee agrees to assist API in the enforcement of any rights of API in the API Monogram. Licensee agrees that it will not perform any acts which directly or indirectly assist a third-party in using the API Monogram without authorization.
23. The Licensee agrees to notify API in writing of any infringements or imitations by third parties of the API Monogram which may come to the Licensee's attention. API shall have the sole right to determine whether or not any action shall be taken, at its sole expense, on account of any such infringement or imitation. API, if it so desires, may commence or prosecute any claims, actions or suits in its own name or in the name of the Licensee or join the Licensee as a party thereto.
24. The Licensee agrees that this Agreement does not relieve the Licensee of its obligations concerning products marketed or distributed pursuant to previous License Agreements between Licensee and API and any amendments or renewals thereof. Licensee agrees that API may utilize the rights and remedies specified in this Agreement to ensure that products in the marketplace which were licensed to use the API Monogram pursuant to previous agreements are in full compliance with the API requirements applicable at the time the product was marketed or distributed.
25. If any action or proceeding is brought by API to enforce, protect or establish any right or remedy with respect to this Agreement (including but not limited to the failure of the Licensee to pay applicable fees or audit costs) or with respect to the subject matter of this Agreement, API shall be entitled to recover reasonable attorney's fees and costs provided that it is the prevailing party.

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26. The Licensee agrees to cooperate fully with API in any effort which API may deem advisable in order to record the Licensee as a registered user of the marks, including the providing of information and execution of documents in connection therewith. Expenses associated with such recording shall be borne by API.
27. This license shall not be assignable or transferrable by Licensee in any manner nor shall Licensee have the right to grant sublicenses.
28. This Agreement shall be interpreted and governed by the law of the District of Columbia, United States of America.
29. In the event of any litigation between the parties arising under this Agreement the parties agree that the only proper venue for such litigation shall be the District of Columbia, United States of America.
30. This Instrument contains the entire and only Agreement between the parties with respect to the subject matter hereof. No oral statements or representations not here in contained shall have any force and effect.
31. It is expressly understood between the parties hereto that no association, agency, apparent agency, employer/employee relationship, partnership, or joint venture of any kind has been created.
32. API is a nonprofit corporation exempt from United States federal income tax under section 501(c)(6) of the Internal Revenue Code of 1986 as amended. No provision of this Agreement shall obligate API to take any action that is inconsistent with or that could jeopardize its tax-exempt status.
33. This Agreement shall terminate immediately without notice if Licensee files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if Licensee discontinues its business or a receiver is appointed for Licensee or for Licensee's business and such receiver is not discharged within thirty (30) days.
34. All payments due hereunder shall be made in U.S. Dollars and are exclusive of any sales, use or other taxes, fees or duties arising out of this Agreement.
35. The terms and conditions of this Agreement are severable. If any condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force.
36. Any and all notices, reports, correspondence, amendments, requests, responses, and other communication associated with this agreement shall be in the English language, and the controlling version of this agreement shall be in the English language.
37. This Agreement shall not and is not intended to benefit nor to grant any right or remedy to any person or entity that is not a party to this Agreement.
38. Licensee represents and warrants that Licensee is not located in, or under the control of, a national or resident of any U.S. embargoed country.
39. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities or agencies to execute this Agreement and to legally bind their respective entities or agencies as set forth in this Agreement.
40. Paragraphs 3, 4, 9, 11, 12, 13, 14, 15, 16, 17, 19, 24, 25, 28, and 29 survive termination, suspension or expiration of this Agreement.

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API Monogram Licensing Program Requirements
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41. This Agreement shall be effective on the date that it is executed by API. The Agreement will expire three years from the date it was executed by API, or upon the expiration date noted below, whichever is earlier.

42. Notices required to be given by this Agreement shall be in writing and shall be effective as of the date on which such notice is delivered to:

(a) **Director of Training and Certification Programs**
American Petroleum Institute
1220 L Street, NW
Washington, DC 20005-4070
USA

(b) The Licensee at:

FLUVAL SPAIN, SL

POLIGONO KALZADAKO-SARATRO, S/N

01488 ANUARIO (SPAIN)

APPLICANT USE ONLY | APPLICANT AGREEMENT AUTHORIZATION

Name of Applicant Organization: FLUVAL SPAIN SL

Name of Authorized Officer: ITZIAR RUENO

Signature of Authorized Officer: 

Title of Authorized Officer: QUALITY MANAGER

Date: 11/11/2009

API USE ONLY | APPLICANT AGREEMENT AUTHORIZATION

Manager, API Monogram Program: _____

Signature: 

Effective Date: 1/18/2011

Expiration Date: 1/18/2014