



Intertek Testing Services ETL SEMKO

Date: March 13, 2006

Mr. Carmine Vasile
Water Film Energy, Inc.
60 Herbert Circle
Patchogue, NY 11772
Phone: 631-758-6271
Fax: 631-730-3918

Dear Mr. Vasile:

This is to confirm that Intertek Testing Services has completed our evaluation of your Heat reclaimer, Model XX-XXX.

Enclosed is one copy of the revised pages done on March 13, 2006. Replace old pages with new, and dispose of the old pages. **Please be advised that distribution of copies to the manufacturer(s) is your responsibility.**

<u>Report No.</u>	<u>Page</u>
3089578-003	1, 2, 4, and 5

If you are not enrolled in Intertek Follow-up Service Program for the ETL Mark, you should have received (under separate cover) information and forms which detail the steps which must be completed in order to apply the ETL mark to your product. If you have not received this information or you have any questions concerning this process, please contact Barb Fritts at (607) 758-6355.

Please note: You are only authorized to apply the ETL Listing or other certification marks to your Heat reclaimer, Model XX-XXX, after a valid signed Authorization to Mark has been received from Intertek.

Your continued interest in Intertek services is appreciated. Please contact us if you have questions.

Sincerely,

Eric Burns
Engineer

cc: Certification & Surveillance Services Office, Cortland, NY USA



165 Main Street
Cortland, NY 13045

Telephone: 607-753-6711
Facsimile: 607-756-6699
www.intertek-etlsemko.com

MANUFACTURER'S CERTIFICATION AGREEMENT

THIS AGREEMENT made the ____ day of _____, 20__, by and between **INTERTEK TESTING SERVICES NA, INC.** having offices at 165 Main Street, Cortland, New York ("Intertek") and _____ having offices at _____
(Manufacturer Company Name)

(Manufacturer Company Address)

RECITALS

Intertek provides a service for evaluating whether products provided by the Manufacturer comply with designated standards or specified requirements. Subject to the terms of this Certification Agreement, Products found to be in compliance by Intertek may be eligible for inclusion on a list maintained by Intertek for Products to display a Certification Mark owned by Intertek.

Another party (the "Client") desires to submit or has submitted to Intertek certain devices, equipment, materials, or systems manufactured by the Manufacturer for the Client for evaluation in order that the product may be considered for Listing and Labeling by Intertek.

If the submitted product is found to be eligible for Listing, Labeling, and Follow-up Service, this Certification Agreement shall be executed by Intertek and the Manufacturer setting forth the terms and conditions to which the parties hereto must adhere.

NOW THEREFORE, for and in consideration of the mutual covenants herein expressed and other lawful and valuable consideration, the parties hereto agree as follows:

1. DEFINITIONS

1.1 Authorization to Mark. The term Authorization to Mark ("ATM") shall mean a written document from Intertek that authorizes the Client and/or Client's Manufacturer to apply an Intertek certification mark to a specific product.

1.2 Certification Mark. The term Certification Mark ("Mark") shall refer to any common law or registered trademark owned by Intertek, or its affiliates, used in the certification of Product.

1.3 Follow-up Service. The term Follow-up Service shall refer to the process of monitoring the Manufacturer's compliance with the Intertek Requirements.

1.4 Intertek Requirements. The term Intertek Requirements shall mean (a) the requirements contained in the Listing Report, (b) the standard(s), if any, applicable to the Product, (c) the terms of this Certification Agreement, and (d) any requirements separately applied as a condition of the Listing.

1.5 Labeling. The term Labeling shall refer to the process of applying the Mark to the Product, whether the Mark is applied to the Product by a separable label, directly on the product, or by other media as authorized by Intertek.

1.6 Listing. The term Listing shall mean the process of preparing and including the Product in the published directory of Intertek certified products.





1.7 Listing Report. The term Listing Report shall mean the document prepared by Intertek, also known as Factory Audit Manual (FAM), which identifies the Client, the Manufacturer and the Product, and specifies Intertek Requirements for the Product, including the type and form of Mark which must be used on or in connection with the Product and related information.

1.8 Product. The term Product ("Product") shall mean a Client's device, equipment, material, or system manufactured by the Manufacturer, that has been submitted for testing or evaluation, found to be in compliance with Intertek Requirements and approved for Listing.

2. CERTIFICATION

2.1 Testing and Evaluation. Intertek is an independent laboratory providing testing and evaluation services to determine whether representative samples of a Product comply with designated national and international standards, specifications, and/or codes. Intertek does not publish standards, specifications, and/or codes, and, therefore, does not warrant to the Client or the Manufacturer that the standard used for the evaluation is adequate. The Client and the Manufacturer understand and agree that Intertek has only tested or evaluated the submitted Product samples and does not guarantee or warrant the quality or compliance of all units of the Product manufactured or produced by the Manufacturer. The Manufacturer further acknowledges that as an independent laboratory, Intertek assumes no responsibility for the production of the Product.

2.2 Client Obligations. The Manufacturer understands its obligations pursuant to this Certification Agreement in order to maintain eligibility for Listing, and warrants that it shall comply with the following provisions:

- (a) The Manufacturer agrees that if the Client or Manufacturer wishes to modify or change the Product such that the Product no longer meets the requirements of the Listing Report for the Product, the Client or Manufacturer must first either obtain the approval of Intertek or discontinue use of the Mark. The Product may no longer be eligible for Listing if it has been modified or changed by the Client or Manufacturer after Intertek's testing or evaluation.
- (b) Upon request, the Manufacturer agrees that it shall retain or make available a sample of the certified product from the most current production.
- (c) The Manufacturer agrees to notify Intertek in writing of any reports that it receives of serious personal injury or property damage involving the Product.
- (d) The Manufacturer shall notify Intertek of any labeled Product which has left the control of the Manufacturer that does not comply with Intertek Requirements.
- (e) The Manufacturer warrants that a quality control program is, or will be, established and maintained to ensure Product compliance with the Intertek Requirements.

2.3 Reservation of Rights. Intertek reserves the right, upon reasonable written notice to the Client, to re-evaluate the Product. This re-evaluation may be the result of Follow-up Service, a revision of the applicable standard, new information regarding the characteristics of the material used in the Product, or other information that raises a question concerning the conformance of the Product to Intertek Requirements.

2.4 Revision or Withdrawal of the Intertek Requirements. Intertek reserves the right, upon reasonable notice to the Client, to revise or withdraw the Intertek Requirements. If the Intertek Requirements are revised, the Client and the Manufacturer shall be entitled to continue Listing and Labeling of the Product upon a demonstration to the satisfaction of Intertek that the Product complies with the revised Intertek Requirements. If the Intertek Requirements are withdrawn, the Client's and the Manufacturer's right to the Listing and Labeling of the Product shall terminate pursuant to the terms of Article 6 of this Certification Agreement. In the case of a revision or withdrawal of Intertek Requirements, Intertek shall provide a notice specifying a date by which the Product must meet the revised Intertek Requirements or for such termination.



3. LISTING AND LABELING

3.1 Ownership of the Mark. Ownership of the Mark and all trademark rights in the Mark remain in Intertek, even if it is used on the Product. The Mark shall only be applied to a Product that complies with the Intertek Requirements and such Mark shall be applied as specified in the Listing Report. The Mark may be applied only to those models and brands that are specifically named in the Listing Report at the factory receiving active Follow-up Service and as noted on the Authorization to Mark. Except as provided herein and as indicated in Article 3.2, any other use of the Mark, or the Intertek name, on the Product is expressly prohibited.

3.2 Follow-up Service. As a part of the Listing and Labeling of the Product, the Manufacturer shall cooperate with the Intertek representatives who conduct Follow-up Service. Follow-up Service may include factory audits at any time during business hours and such Intertek representatives shall have free, unannounced, and immediate access to the Manufacturer's premises wherein the Product, or components thereof, may be fabricated, processed, finished, stored, or located. Follow-up Service is intended to allow Intertek to monitor the Manufacturer's compliance with maintaining continuing conformity of the Product to the Intertek Requirements, and to control the use of Intertek's Marks. The factory audits are not intended to satisfy or otherwise replace Manufacturer's responsibility to maintain its quality control program and to ensure that the Product remains in the compliance with the Intertek Requirements. Follow-up Service may also include Manufacturer questionnaires, and/or the Manufacturer's warranty of conformity. Intertek has the right to perform a final factory inspection to record final production status and to recover all unused Intertek Certification Marks upon notification of termination of the Authorization to Mark. Fees for a final inspection will be billed in accordance with Article 7.3 of this Certification Agreement.

4. INDEMNIFICATION AND LIABILITY

4.1 Indemnification. The Manufacturer agrees to hold Intertek harmless and to defend and indemnify Intertek against any liability, loss, or damage from claims, demands, costs (including legal fees), or judgments arising out of any negligent or intentional acts of the Manufacturer relating to the Product or arising from the use of the Mark.

4.2 Liability. Intertek will not, under any circumstances, be liable to the Manufacturer for any indirect, special, punitive, or consequential damages, or any third party claims which may arise as a result of the services provided in this Certification Agreement.

5. FAILURE TO COMPLY WITH INTERTEK REQUIREMENTS

5.1 Remedial Action. In the event that Intertek detects any deviation or variance in the Product from Intertek Requirements, or improper or unauthorized use of the Mark or Intertek name, upon written notice to the Client Intertek reserves the right, in its sole discretion, to take such action as it deems necessary, including but not limited to:

- (a) Requiring the Client, at its own expense, to undertake corrective action to ensure that the Product complies with Intertek requirements;
- (b) Suspension or revocation of the Listing and the right to label the Product;
- (c) Withdrawal of the supply of labels and removal of the Mark from non-conforming products;
- (d) Removal of the Product from the Intertek Directory of Listed Products;
- (e) Termination of this Certification Agreement pursuant to Article 6;
- (f) Notification of regulatory authorities and the public;
- (g) Compliance with any applicable statutes, rules, or regulations.



5.2 Injunctive Relief. The Manufacturer acknowledges that the manufacture, sale, delivery, shipment, distribution, or promotion of the Product utilizing a Mark would mislead or endanger the public if such Product is not eligible to use the Mark or does not comply with the Intertek Requirements. The Manufacturer further acknowledges that a breach of this Certification Agreement can not be adequately compensated by money damages. The Manufacturer agrees that in the event of a breach of the Certification Agreement, Intertek shall have the right to obtain a temporary restraining order without prior notice to the Manufacturer, together with an action for a preliminary and permanent injunction, and such other and further relief as may be provided by law. Said injunction shall prohibit the Manufacturer from further use of the Mark and shall require the Manufacturer to comply with the provisions in Article 6.3 of this Certification Agreement.

5.3 Suspension. Upon a Client's or a Manufacturer's failure to comply with any of the requirements of this Certification Agreement or Listing Report, Intertek may issue a letter of suspension which shall notify the Client of the nature of the failure and the period of suspension of the Client's right of Labeling. In the event that the Client fails to take corrective action to resolve the cause of suspension, this Certification Agreement shall be terminated pursuant to Article 6.

5.4 Public Notice. In the event that Intertek has confirmed evidence that the Product in the marketplace has a significant non-conformity, Intertek will contact the Client and act in support of remedial steps taken by the Client to address the non-conformity, including, if necessary, public notification and/or a product recall undertaken by the Client. In the event that the Client does not take action to address a significant non-conformity related to the Product, Intertek reserves the right to contact appropriate government agencies, other parties in the supply chain and/or issue public notifications advising of the non-conformity pursuant to Article 5.1(f) above.

6. TERMINATION OF THE AGREEMENT

6.1 Termination By Either Party. Either party may, for any reason, terminate this Certification Agreement, as to any Product, upon not less than sixty (60) days written notice to the other party. Such notice shall designate a termination date and the notice period shall be deemed to commence upon the date of mailing of the notice to the other party by registered or certified mail, return receipt requested.

6.2 Intertek Right To Terminate. Intertek may terminate this Certification Agreement, as to any Product, without prejudice to any other rights or remedies that Intertek may have, upon either of the following:

- (a) Immediately upon written notice, if Intertek determines that the Product fails to comply with the Intertek Requirements or the Client is in default pursuant to Article 7.3;
- (b) Thirty (30) days after the Client receives written notice in the event of: (i) the filing of a voluntary or involuntary petition in bankruptcy; (ii) the making of any arrangement or composition with creditors by the Client; (iii) the appointment of a receiver for the Client; or (iv) the voluntary or involuntary liquidation of the business of the Client.

6.3 Obligations Upon Termination. Upon termination of this Certification Agreement, the Client and the Manufacturer shall:

- (a) Discontinue the use of the Mark on the Product or Client's promotional material or advertising.
- (b) Promptly return to Intertek all Marks, Labeling material, and the Listing Report, and warrant in writing the date of last use of the Mark.
- (c) Continue to honor the terms of Article 4 of this Certification Agreement concerning indemnification and liability, which terms shall survive the termination of this Certification Agreement.
- (d) Pay any remaining outstanding charges owing to Intertek.



7. ADMINISTRATIVE PROVISIONS

7.1 Confidentiality. Without written authorization from the Manufacturer, Intertek will not voluntarily disclose to third parties confidential and proprietary information which the Manufacturer provides to Intertek. This obligation shall not apply to information which is already available to the public, or acquired from other sources without confidentiality restrictions, or is required to be disclosed by Intertek to Regulatory Authorities responsible for the acceptance of the Product. Intertek agrees that this obligation to maintain confidentiality shall survive the termination of this Certification Agreement.

7.2 Subpoena. If Intertek is served with a Subpoena, Court Order, or similar document requesting the disclosure of confidential or proprietary information supplied to Intertek by the Manufacturer, Intertek shall promptly notify the Manufacturer. In the event that the Manufacturer chooses to contest the request, Intertek shall cooperate with the Manufacturer. The responsibility for contesting the request shall rest solely with the Manufacturer. If the Manufacturer declines to contest the request or is not successful in contesting the request, Intertek will provide the requested information. Any costs incurred by Intertek in responding to the request, including reasonable attorney's fees, shall be reimbursed by the Manufacturer immediately upon invoicing by Intertek.

7.3 Fees. Charges for maintaining the Listing and conducting the Follow-up Service will be prepaid or billed to the Client or a designated payor. Payment shall be due upon presentation of invoices and the Client shall be considered in default if the charges are not paid within thirty (30) days.

7.4 No Assignment. The rights running to the Manufacturer under this Certification Agreement may not be assigned to or acquired by any other person or corporation without Intertek's written authorization.

7.5 Term. This Certification Agreement shall continue in effect for a period of one year from the date first above written and shall automatically be renewed thereafter for periods of one year, unless the termination rights provided for in this Certification Agreement are exercised.

7.6 Jurisdiction. This Certification Agreement shall be interpreted in accordance with and governed by the laws of the jurisdiction within which the Intertek office stated in the opening paragraph is located.

Intertek Testing Services NA Inc.

Accepted By: _____
(Manufacturer Company Name)

By: _____
(Signature of Authorized Intertek Individual)

By: _____
(Proprietor, Partner or Authorized Officer - Signature)

By: William T. Starr

By: _____
(Name of Authorized Individual-Printed)

Title: Director of Follow-up Service

Title: _____

Date Signed: _____

Date Signed: _____

LISTING REPORT

INTERTEK TESTING SERVICES NA INC.

3933 US Route 11

Cortland, NY 13045

Job No. 3089578

Issued: 3/8/2006

Revised: 3/13/2006

Page 1 of 13

REPORT NO. 3089578-003

INSPECTION, TESTS AND EVALUATION
OF A
Heat Reclaimer

RENDERED TO

Water Film Energy, Inc.
60 Herbert Circle
Patchoque, NY 11772

GENERAL: This Report gives the results of the inspection, tests and evaluation of your Heat reclaimer, Model XX-XXX, for compliance with applicable requirements of the Standard for Heat Reclaimers for gas-, Oil-, or Solid Fuel-Fired appliances, UL 462, Second Edition, September 30,1993; Standard for Safety Heating and Cooling Equipment, UL 1995, Third Edition, 2/18/2005; and Heating and Cooling Equipment, CSA C22.2 No. 236-95, Second Edition, 1995. This investigation was authorized by quote number 18700799, 10/28/2005. The investigation was begun on January 1, 2005 and completed on January 11, 2006. Product samples were provided by the client on December 15, 2005 and tested at Intertek – ETL SEMKO, Cortland, NY. facility.

Heat Reclaimers for gas-, Oil-, or Solid Fuel-Fired Appliances, UL 462, Second Edition, September 30,1993; Standard for Safety Heating and Cooling Equipment, UL 1995, Third Edition, 2/18/2005; and Heating and Cooling Equipment, CSA C22.2 No. 236-95, Second Edition, 1995.

Applicant: Water Film Energy, Inc.
60 Herbert Circle
Patchoque, NY 11772

Manufacturer: Fuel Cell Components & Integrator, Inc.
400 Oser Avenue, Suite 1950
Hauppauge, NY 11788

Contact: Carmine Vasile

Contact: Bernard Rachowitz

Phone: 631-758-6271

Phone: 631-234-8700

Fax: 631-730-3918

Fax: 631-234-0279

An independent organization testing for safety, performance, and certification.

This report is for the exclusive use of Intertek's Client and is provided pursuant to the agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this report. Only the Client is authorized to copy or distribute this report and then only in its entirety. Any use of the Intertek name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. The observations and test results in this report are relevant only to the sample tested. This report by itself does not imply that the material, product, or service is or has ever been under an Intertek certification program.

<u>Report Composition:</u>	<u>Numbering</u>
Cover	1
Revisions	2
Main Report	3-10
Illustrations	NA
Markings	11
Components Requiring Yearly Testing	12-13
Total Number of Pages	13

REVISION SUMMARY - The following changes have been made to this Report:

<u>Date/Project #</u>	<u>Project Handler</u>	<u>Page</u>	<u>Item</u>	<u>Description of Change</u>
3/13/2006	Eric Burns	1,4,5	NA	Added two Standards

PRODUCT DESCRIPTION

PRODUCT COVERED

Heat Reclaimers, Model number nomenclature. XX-XXX:

First X = G - single coil - 1/4", 1/2", or 3/4" nominal cold-water connections top (output) and bottom (input). Or X = S - two coils manifolded together - 1/4", 1/2", 3/4" nominal cold-water connection top (output) and bottom (input). Other coil configurations are available. Second X-Drain-waste-vent (DWV) line size X = 1.5", 2", 2.5", 3", or 4" diameter. 6" dia. is also available. Third, fourth and fifth -XXX Vertical height or length of GFX unit X = 20", 24", 30", 40", 48", 60", 80", or 120".

PRODUCT DESCRIPTION

The heat reclaimers are installed in the plumbing system to reclaim heat from the waste water. The heat reclaimers come in multiple sizes and lengths. The water line comes in 1/4, 1/2 inch and 3/4 inch diameter lines. The waste pipe sizes are between 2 and 6 inch diameter. Heat reclaimers are 20 to 120 inches long. The heat reclaimers are used to pre-heat the cold water going in to the water heater.

MODEL SIMILARITY

All models are made of copper. The supply water line is wrapped around the larger waste pipe.

ELECTRICAL RATINGS

<u>Product</u>	<u>Voltage</u>	<u>Phases</u>	<u>Current/Power</u>	<u>Frequency</u>
NA				

TEST PERFORMANCE NO. 1

A representative sample of the product was tested in accordance with the Standard for Heat Reclaimers for gas-, Oil-, or Solid Fuel-Fired Appliances, UL 462, Second Edition, September 30, 1993; Standard for Safety Heating and Cooling Equipment, UL 1995, Third Edition, 2/18/2005; and Heating and Cooling Equipment, CSA C22.2 No. 236-95, Second Edition, 1995. The following tests were conducted by: Intertek Cortland NY

The following tests were performed:

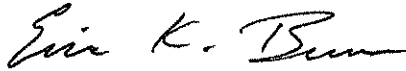
<u>Test Description</u>	<u>UL 462 Clause</u>
Strength Test (Hydrostatic)	61

Results of the tests indicate the specimens conform to applicable test criteria.

CONCLUSION

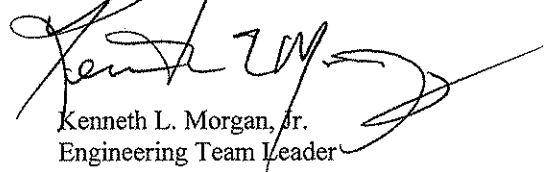
A representative sample of the product covered by this report has been evaluated and found to comply with the applicable requirements of the Standard for Heat Reclaimers for gas-, Oil-, or Solid Fuel-Fired Appliances, UL 462, Second Edition, September 30, 1993; Standard for Safety Heating and Cooling Equipment, UL 1995, Third Edition, 2/18/2005; and Heating and Cooling Equipment, CSA C22.2 No. 236-95, Second Edition, 1995.

Report prepared by:



Eric Burns
Engineer

Report Reviewed by:



Kenneth L. Morgan, Jr.
Engineering Team Leader