



TEST REPORT

CLIENT: ProVent Systems Inc.
1355 Capital Circle
Lawrenceville, GA 30043-5866

Attention: Ken Cornwall

| | | | |
|------------------------|-------------------|--------------|-----------------------|
| Test Report No: | 2356443-R2 | Date: | April 13, 2011 |
|------------------------|-------------------|--------------|-----------------------|

REVISION: This report supersedes all previous revisions of SGS Report Number 2356443. This revision is issued to detail the evaluated sections of ASSE 1072-2007 in the Test Requested and Conclusion sections of this cover page.

REFERENCE: SGS Report Numbers 2323552-R1 and 2250295

SUBJECT: Evaluation of ProVent model numbers TG22P and TG33IP for compliance with ASSE 1072-2007 (Barrier Type Floor Drain Trap Seal Protection Devices)

SAMPLE ID: Six floor drain trap seals identified by client as “2” Trap Guard and 3”Trap Guard” were received from client on 2/11/11 in good condition.

TEST REQUESTED: The fittings were evaluated in accordance with ASSE 1072-2007 for a Shower Floor (SF), except sections 3.3, 3.5, 3.9, and 4.0. No revisions to this report will be allowed after 90 days of the report date.

TEST DATE: 3/11/11-4/1/11

RESULTS: See test data on the following page.

CONCLUSION: The submitted trap seals comply with the evaluated sections of ASSE 1072-2007.

CERTIFICATION: The tests reported here were conducted under the continuous direct supervision o of SGS North America Inc., Tulsa, OK.


Linda Lewis
Materials Technician

**SIGNED FOR AND ON BEHALF OF
SGS NORTH AMERICA INC.**

S. Scott Parkhurst
Branch Technical Manager

This document is issued by the Company subject to its General Conditions of Service printed overleaf, available on request or accessible at www.sgs.com/terms_and_conditions.htm and, for electronic format documents, subject to Terms and Conditions for Electronic Documents at www.sgs.com/terms_e-document.htm. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein. Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. This document cannot be reproduced except in full, without prior written approval of the Company. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 90 days only.

Test Procedure and Results

Section I

1.0 General

1.1 Application

Does this device, as stated by the manufacturer, comply with this section? **Yes**

1.2 Scope

1.2.1 Description

Does the device conform to the product classified as a barrier type floor drain trap seal protection device? **Yes**

1.2.2 Size

Size of the device(s) submitted for testing: **2" and 3"**

1.2.3 Flow Capacity

The device permitted the flow of drainage as stipulated in Table 1.

| | | |
|-----------------|-----------------|-----------------|
| Flow rate used: | 2" | 3" |
| | 12.3 gpm | 34.6 gpm |

1.2.4 Rating

Type of floor or floor finish for which this device was tested: **SF**

Section II

2.0 Test Specimens

2.1 How many devices of each size and model were submitted for testing? **3**

2.2 How many devices of each size and model were utilized during the laboratory evaluation and for which sections? **1**

2.3 Were assembly drawings, installation drawings and other technical data which are needed to enable a testing agency to determine compliance with this standard submitted with the device? **Yes**

Where these drawings and data reviewed by the laboratory? **Yes**

Section III

3.0 Performance and Compliance Testing

3.1 Flow Test

Pass

For testing sizes 1 ½ NPS through 3 NPS, install a floor drain that conforms to ANSI/ASME A112.6.3 in a assembly measuring 24.0 inches by 24.0 inches by 1.0 inch deep with the floor sloped to the floor drain. Install the device per manufacturer's instructions.

| | | |
|--|-------------------|-------------------|
| | 2" | 3" |
| Flow rate used: | <u>12.3 gpm</u> | <u>34.6 gpm</u> |
| Time period the water was left flowing: | <u>10 minutes</u> | <u>10 minutes</u> |
| Was there any overflow? | <u>No</u> | <u>No</u> |
| Is the device in compliance with this section? | <u>Yes</u> | <u>Yes</u> |

3.2 Evaporation Test

Pass

The test equipment for this test shall include three vessels identified as cylinders A, B, and C. The vessels shall be the nominal pipe diameter of the device being tested, and have a minimum height of 4.0 inches and a maximum height of 12.0 inches. Attach the device to the top of vessels B and C, sealing the connection between the device and the vessel. Insert a 1/8 inch inches of water. For the vessels with the device, manually open the device to fill the vessel with water so that there is no water on the membrane of the device. Weigh each vessel independently with a scale having an accuracy of 0.01 pounds to establish the initial weight. Place the vessels in a controlled environment for 96 hours, the environment shall be maintained at 100°F±5°F with 20 percent relative humidity. (A weight loss in cylinder B greater than 10 percent of the weight loss in cylinder A shall result in rejection of the device. A total weight loss at the end of the test greater than 0.01 pounds (4.5g) for cylinder C shall result in rejection of the device.)

| 2" | Cylinder A | Cylinder B | Cylinder C |
|--------------------------|------------|------------|------------|
| Initial Weight (g) | 350.9 | 390.8 | 379.6 |
| Weight after 96 hrs. (g) | 276.2 | 388.3 | 378.8 |
| Weight Loss, (g) | 74.7 | 2.5 | 0.8 |
| Requirement | | 7.47, Max | 4.5, Max |

Is the device in compliance with this section? **Yes**

Section 3.2 (Evaporation Test) continued

| 3" | Cylinder A | Cylinder B | Cylinder C |
|--------------------------|------------|------------|------------|
| Initial Weight (g) | 664.4 | 390.8 | 715.4 |
| Weight after 96 hrs. (g) | 447 | 388.3 | 711.5 |
| Weight Loss, (g) | 217.4 | 2.5 | 3.9 |
| Requirement | | 21.7, Max | 4.5, Max |

Is the device in compliance with this section? **Yes**

3.3 Trap Seal Interference Test **Not Evaluated**

3.4 Opening Test **Pass**

How many ounces of water did it take to open the device and allow passage of water?

2" Device <0.01 Ounce

3" Device <0.01 Ounce

3.5 Dirt and Debris Test

Following the pouring of 1.0 ounce of sand in the center of the device and the pouring 5.0 gallons of water in the center of the floor drain at 1.0 GPM, was the device retested to Section 3.2?

Yes, both the 2" and the 3" device passed the evaporation test per Section 3.2

3.6 Floor Wax Test **Not Evaluated**

3.7 Grease Test **Not Evaluated**

3.8 Life Cycle Test

Pass

The devices were installed in a floor drain conforming to ANSI/AMSE A112.6.3 in accordance with the manufacturer's installation instructions. Each device was subjected to 1250 cycles of hot water with a constitute running water rate of 1.0 G.P.M. and a temperature if 140°F ±5.0°F for a period of ten seconds then the water was turned off for a period of fifty seconds. Once the hot water cycling was complete the devices went through a cold cycle. The cold cycle was subjected to 1250 cycles with a constitute running water rate of 1.0 G.P.M. and a temperature if 70°F ±5.0°F for a period of ten seconds then the water was turned off for a period of fifty seconds.

Was the device retested to Section 3.2?

Yes, both the 2" and the 3" device passed the evaporation test per Section 3.2

3.9 Physical Test of Membrane material

Not Evaluated

End of Report

GENERAL CONDITIONS OF SERVICE

1. General

(a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").

(b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

(c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

(a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:

- (1) the terms of any standard order form or standard specification sheet of the Company; and/or
- (2) any relevant trade custom, usage or practice; and/or
- (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

(b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

(c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

(d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

(e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

(f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.

(g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.

(h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

(i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. Obligations of Client

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- (f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. Fees and Payment

(a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.

(b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company falling which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.

(c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.

(d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

(e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.

(f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

(g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:

- (1) the amount of all non-refundable expenses incurred by the Company; and
- (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

(a) Limitation of Liability:

(1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.

(2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

(3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.

(4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.

(5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.

(6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- (i) the date of performance by the Company of the service which gives rise to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.

(b) Indemnification: Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

7. Miscellaneous

(a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.

(c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

8. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of Switzerland exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Paris (France) and be conducted in the English language.

9. Special Condition

Notwithstanding the provisions of clause 8 above, all disputes arising out of or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of New Jersey exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, each party to bear its own costs. The arbitration shall take place in Rutherford, New Jersey.