

**Federal Communications Commission  
Authorization and Evaluation Division**

Confidentiality Request regarding application for certification of FCC ID:  
OY6-FTCON280411

Pursuant to Sections 0.457 and 0.459 of the Commission's Rules, we hereby request confidential treatment of information accompanying this application as outlined below:

Exhibit Type	File Name
Block Diagram	Block Diagram.pdf
Schematics	Schematics.pdf
Part list	Part list.pdf

Wireless Operational Description    Wireless Operational Description.pdf

The above materials contain trade secrets and proprietary information not customarily released to the public. The public disclosure of these materials may be harmful to the applicant and provide unjustified benefits to its competitors.

The applicant understands that pursuant to Section 0.457 of the Rules, disclosure of this application and all accompanying documentation will not be made before the date of the Grant for this application.

Sincerely,



Name: Joe(Joginder) Pal

Title: International Manager- Sales & Mktg

Company name: ZOLAR TECHNOLOGY & MFG CO. INC.

Address: 6033, Shawson Drive #19

Mississauga, ON, L5T 1 H8, Canada

Tel # 905-593-3605, Fax # 1888-426-7728



# General Terms and Conditions for CB Certification

## Defining Terms

- "CLIENT" = the ordering party.
- "TRNA" = TÜV Rheinland of North America, Inc.
- "GRANTEE" = responsible party named on the Certification Grant, normally the same as "CLIENT"
- "CB" = Telecommunication Certification Body (TCB) or Foreign Certification Body (FCB)
- "IC" = Industry Canada

## Conditions Related to Operation of the TRNA CB

The TRNA CB has been designated and operates within the provisions specified in CFR 47 2.960, 2.962, 68.160, 68.162, and REC-CB, CB-02, and CB-03.

These sections and others from CFR Title 47 referenced herein may be obtained on the internet at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>

Or [http://strategis.ic.gc.ca/epic/site/smt-gst.nsf/en/h\\_sf06138e.html](http://strategis.ic.gc.ca/epic/site/smt-gst.nsf/en/h_sf06138e.html)

Printed copies may be ordered at

[http://www.access.gpo.gov/su\\_docs/chklist/chklist.html](http://www.access.gpo.gov/su_docs/chklist/chklist.html)

or by phone to (202) 512-0132

## Offers and Quotes

Until final conclusion of the contract or written confirmation of the order, offers and quotes made by TRNA particularly with regard to scope, execution, prices and time limits, shall remain conditional and shall not be binding.

## Performance times and deadlines

The performance times and deadlines shall be based on the extent of the work according to particulars supplied by the CLIENT. They shall be binding only if TRNA gives express written confirmation that they are binding.

## Cooperation

The CLIENT shall guarantee that all cooperation required of him, his agents or third person will be provided in good time and at no cost to TRNA. Design documents, supplies, auxiliary staff, etc. necessary for performance of the Certification shall be made available to TRNA free of charge. The cooperation acts of the CLIENT must correspond to the legal provisions, and all FCC and/or IC rules and regulations applicable in each case. The CLIENT shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of incorrect or incomplete information which does not comply to all FCC and/or IC rules and regulations applicable in each case. Even where a fixed or maximum price is agreed, TRNA shall be entitled to charge extra for such additional expense.

## Certification and Certification Procedure

Information pertaining to conditions and requirements for certification are contained in CFR 47 2.901, 2.907, 2.1031, CB-03 and RSP-100. The CLIENT agrees to provide TRNA with a test report together with the complete technical documentation required for the Certification (i.e. information required according to CFR 47 2.1033, 2.1046-2.1057, RSS-GEN, and RSP-100 and any other information as may be required by FCC and/or IC rules). The CLIENT agrees and is aware that the product may be subject to surveillance as described in CFR 47 2.936, 2.945, 2.962, 68.162 and RSP-100. A detailed TRNA procedure is available upon request.

Upon completion of a Certification where results comply with all FCC and/or IC rules and regulations, the CLIENT will receive a TCB Grant and/or FCB Certificate. If the Certification reveals non-conformity to any of the FCC and/or IC rules and regulations, the CLIENT will receive a non-conformity report listing deviations.

## Conditions Related to Withdrawal of Certification

Upon notification by TRNA, FCC, or IC withdrawal of certification in accordance with the provisions of CFR 47 2.962(f)(4), 68.162(f)(4), or RSP-100 the GRANTEE agrees to discontinue use of all advertising matter that contain any reference thereto and agrees to return any certification documentation as required by the TRNA, FCC, or IC.

## General Responsibilities of the Grantee and Client

Responsibilities of the grantee are described in CFR 47 2.927, 2.929, 2.931, 2.932, 2.938, RSP-100, and in other sections of CFR 47 Chapter 2 Subpart J. If the CLIENT is other than the GRANTEE, CLIENT acknowledges that the terms and conditions of this document have been made available to and agreed to by the GRANTEE.

## Responsibilities Related to Changes and Modifications to Certified Products.

The grantee must notify TRNA of changes in design, manufacturing process, or other changes which might affect the conformity of the product. Information pertaining to changes to equipment and equipment identification is contained in CFR 47 2.929, 2.931, 2.932, 2.933, 2.937, 2.1043, 68.214, and RSP-100. TRNA processes requests for permissive changes and other modification filings in accordance with the provisions of these sections.

## Confidentiality

Written documents, drawings, plans, etc. made available to TRNA and relevant to the execution of the Certification may be copied (photocopied) and maintained on file for the records of TRNA. Under the "Freedom of Information Act", certain information must be disclosed to the public. TRNA and its employees are bound not to disclose directly to the public, information obtained during the Certification process, however once the certification is issued, documentation submitted with the application will become available for public inspection at FCC unless a request for CONFIDENTIALITY is submitted with the application. Conditions and provisions related to CONFIDENTIALITY requests may be found in CFR 47 0.457(d), 0.459, 2.962(g) (4), and/or RSS-GEN. Requests for CONFIDENTIALITY will be processed according to the provisions of these sections. In addition to full confidentiality, TEMPORARY CONFIDENTIALITY may be requested for certain other documents for up to 45 days after issue of the grant or marketing of the product whichever occurs first.

## Copyrights

All copyrights including joint copyrights to expert opinions, test results, calculations, descriptions, etc., produced by TRNA shall remain with TRNA. Expert reports, test results, calculations, descriptions, etc., produced by TRNA in connection with the Certification may be used by the CLIENT only for the intended purpose.

## Liability

The liability of TRNA for all damage in connection with a contract shall be limited to a total of One Million Dollars (\$1,000,000) for personal injury and damage to property, unless the damage was caused intentionally or by gross negligence. The limitation on liability shall not apply to the absence of guaranteed qualities. The limitation on the liability of TRNA shall be similarly applicable to its employees, agents, managerial staff and consistent bodies. The limitation period for compensation claims shall be in accordance with the statutory provision. Notwithstanding this provision a two- (2) year time limit shall apply to the filing of claims for compensation arising from breach of contract.

## Complaints

The CLIENT shall handle and resolve all complaints and appeals in a timely and effective manner. Complaints and appeals from any party shall be registered and acted upon. Records of complaints related to FCC and/or IC compliance and actions taken will be forwarded to the CB within 30 days of receipt. TRNA may provide complaint records to FCC and/or IC if requested. In the case of disputed findings, the FCC and/or IC is the final arbitrator.

## Other Provisions

The laws of the United States of America and the State of Connecticut shall govern the contractual relationship. Any disputes concerning this agreement shall be brought in the State of Connecticut. The place of performance shall be the place where the agreed services are to be performed, or otherwise, the office of TRNA. No general terms and conditions of the CLIENT shall form part of the content of the contract even if TRNA does not further expressly repudiate them. In order to be effective, subsidiary oral agreements must be confirmed in writing. Contract amendments and additions including and amendment to this document, must be in writing and signed by both parties in or to be effective.

If any individual provision or part of a provision of these General Terms and Conditions should become ineffective, the effectiveness of the remaining provisions shall be unaffected. Instead of the ineffective provision or ineffective part of a provision, the effective provision, which corresponds or comes nearest to the sense and intention of the ineffective provision, shall be deemed to have been agreed. Invoices are rendered Net 30 days. A late charge of 1.5% per month (18% per annum) will be added to any amounts, which are not paid within 60 days of invoice date.

ZOLAR TECHNOLOGY MFG Co. Inc.  
Company Name (CLIENT)

[Signature]  
Signature (CLIENT)

27 August 2012  
Date