



By _____ FM Approvals
 1151 Boston-Providence Turnpike
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PRIVATE LABELER AGREEMENT

Project Identifier: 3023333

This Agreement is made by and between FM Global Technologies LLC (hereafter referred to as FM Approvals) and **Yamatake Corporation, 4-1-1 Omagari, Samukawa-machi, Koza-gun, Kanagawa-ken 253-0113, Japan** (herein called the Manufacturer) and **Honeywell S.A., Avenue du Bourget 3, B-1140 Brussels, Belgium** (herein called the Private Labeler).

The Manufacturer is making the below described FM Approved or Listed product(s) to be marked or labeled with the Private Labeler's identification as herein set forth, and will appear in the FM Approval Guide as shown in attached Listing Sheet.

MANUFACTURER		FM Approvals Project Identification Number	Generic Description	PRIVATE LABELER	
Trade Name	Product Identification			Trade Name	Product Identification
MagneW3000 PLUS	MGG17D	3019324	Magnetic Flowmeter	MagneW3000 PLUS	MGG17D
MagneW3000 PLUS	MGG17F	3019324	Magnetic Flowmeter	MagneW3000 PLUS	MGG17F
MagneW3000 PLUS	MGG17U	3019324	Magnetic Flowmeter	MagneW3000 PLUS	MGG17U

The following documents (herein called critical documents) are covered under this Private Labeler Agreement:

"Trade Name" and "Referenced Project Identification Number"	Drawing Description or Title	Drawing No.	Revision
MagneW3000 PLUS, 3023333	Honeywell MagneW3000 PLUS Label Drawing	80395023	00

(Continued on Page 2)

Yamatake Corporation
 Manufacturer Company Name

 Signature
 Takeshi Kawai
 Name
 Development Manager
 Title
 4-1-1 Omagari
 Samukawa-city, Koza Cnby, Kanagawa
 Address
 4/5/05
 Date

Honeywell S.A.
 Private Labeler Company Name

 Signature
 J.-A. FLOQUET
 Name
 MARKETING
 BUSINESS DEVELOPMENT
 Title
 3 AV. DU BOURGET
 Address
 B-1140 BRUSSELS
 11104105
 Date

FM Global Technologies LLC

 Signature
 David W. Styrula
 Name
 Technical Team Manager
 Title
 3/23/05
 Date



In consideration of extending FM Approval or Listing of the above product(s) to be marketed by the Private Labeler herein named, the Private Labeler is authorized to indicate such FM Approval or Listing as stated by this Private Labeler Agreement and the Manufacturer and Private Labeler agree to the terms stated in this Agreement.

1. The Manufacturer shall place upon the product his own distinguishing mark and that of the Private Labeler as indicated within the FM Approvals report or as otherwise identified to FM Approvals.
2. The Manufacturer shall assume full responsibility for the design, material, workmanship and operation of the product or the quality of the service rendered and agrees to hold harmless and indemnify FM Approvals from any claims and liability to the Manufacturer or others for any kind or type of injury or damage, including without limitation, loss of earnings or profits, caused by or in any way connected with any of the services rendered by FM Approvals or arising out of any defect, accident, damage or injury related to the product.
3. The Manufacturer shall either directly or through the Private Labeler where the nature of the product requires
 - (1) provide user with adequate instructions for the proper installation, maintenance, and operation of the product(s);
 - (2) provide adequate facilities for repair of the product(s) and supply replacement parts; (3) provide services to ensure proper installation, inspection or maintenance for product(s) of such nature that it would not be reasonable to expect the average user to be able to provide such installation, inspection or maintenance.
4. The Manufacturer shall manufacture the product as reported by FM Approvals and no changes of any nature shall be made in the product(s) or to the critical documents, unless notice of the proposed change has been given and written authorization obtained from FM Approvals. The Private Labeler shall make no changes in the product(s) or to the critical documents as examined and reported and the replacement parts, refills or recharges, if required, shall be as authorized by FM Approvals. Manufacturer and Private Labeler agree to make full and immediate written disclosure to FM Approvals of any change in the manufacture of the product(s) and of all information concerning any defect in or potential hazard of the product or service herein. Failure of the foregoing may result in suspension or withdrawal of FM Approval or Listing.
5. The Manufacturer upon execution of this Agreement shall pay FM Approvals for charges incurred in processing this Agreement.
6. The Private Labeler shall not use the FM Approvals name for any advertising, sales, or promotional purposes or in any way whatsoever that could imply FM Approval or Listing of the Private Labeler or of a product or products not covered by this Agreement.
7. The Private Labeler shall not remove, conceal or in any way alter the FM Approval mark or name on the product(s) and shall not place or display the FM Approval mark or name upon any other product unless such other product is covered by separate agreement with FM Approvals.
8. The Private Labeler shall pay FM Approvals within 30 days of the date of invoice, the annual FM Approvals listing fee, as a condition of continued FM Approval or Listing.
9. FM Approval or Listing does not imply or express any warranty of any kind with respect to the product(s) identified herein, and FM Approvals assumes no responsibility for defects, failure in service or patent infringement.



10. Approval or Listing may be withdrawn by FM Approvals due to unsatisfactory performance, unsatisfactory results in meeting requirements of reexamination, unsatisfactory quality control, or for violation of or non-compliance with any part of this Agreement. The Manufacturer or Private Labeler may at any time withdraw from the terms of this Agreement by so notifying FM Approvals and, as applicable, the Manufacturer or Private Labeler, in writing. Regardless of whether withdrawal is made by FM Approvals, the Manufacturer or the Private Labeler, all activities that would indicate or imply FM Approval or Listing shall be immediately discontinued unless otherwise agreed to in writing by FM Approvals. FM Approvals reserves the right to notify the public in general and/or any appropriate party if in its sole judgment the product or service is found to present an unusual danger or hazard.
11. FM Approvals reserves the right in its sole judgment to change or revise its standards, criteria, methods or procedures.
12. This Agreement is not transferable to another party without prior written authorization by FM Approvals.