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PRIVATE LABELER/TRADE AGENT AGREEMENT

Project Identifier: 3054373

This Agreement is made by and between FM Approvals and **Banner Engineering Corporation, S9714 10th. Av. N. Minneapolis, MN 55441, USA** (herein called the Original Equipment Manufacturer) and **Hans Turck GmbH & Co KG, Witzlebenstr. 7 45472 Mühlheim an der Ruhr** (herein called the Private Labeler/Trade Agent).

A Private Labeler agreement is used when any party, other than the Original Equipment Manufacturer (OEM), requests to label an FM Approved product with its own name or product number. A Trade Agent agreement is used when the activity applies to FM Approved product that is also ATEX-, IECEx- or CPR- certified. The Original Equipment Manufacturer (OEM) is making the below-described FM Approved product(s) marked or labeled with the Private Labeler/Trade Agent's identification as set forth in this Agreement, and will be included in the FM Approval Guide / RoofNav as shown on attached Listing Sheet.

OEM		PRIVATE LABELER/TRADE AGENT
FM Approvals Project Identification Number/ATEX Certificate Number	Model Code	Model Code
3046293/FM12ATEX0094X	MI9E	SO6m-Mi-Y1
	MI9EQ	SO6m-Mi-Y1-H1141
	MIAD9CV	KOS2-Mi-Y1
	MIAD9CV2	KOS4-Mi-Y1
	MIAD9CV2Q	KOS4-Mi-Y1-H1141
	MIAD9CVQ	KOS2-Mi-Y1-H1141
	MIAD9D	NO30-Mi-Y1
	MIAD9DQ	NO30-Mi-Y1-H1141
	MIAD9F	FOS-Mi-Y1
	MIAD9FQ	FOS-Mi-Y1-H1141
	MIAD9LV	ROS5m-Mi-Y1
	MIAD9LVAG	ROP2m-Mi-Y1
	MIAD9LVAGQ	ROP2m-Mi-Y1-H1141
	MIAD9LVQ	ROS5m-Mi-Y1-H1141
	MIAD9R	EO6M-Mi-Y1
	MIAD9RQ	EO6M-Mi-Y1-H1141
	MIAD9W	NO10-Mi-Y1
	MIAD9WQ	NO10-Mi-Y1-H1141

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Banner Engineering Corporation

OEM Company Name

Roger Eagle
Signature

ROGER EAGLE
Name

Manager; Compliance
Title

9714 10th Ave North
Minneapolis, MN 55441
Address

3/16/15
Date

Hans Turck GmbH & Co KG

Private Labeler/Trade Agent Company Name

Signature

Dr. Matthias Linde
Name

Manager Approvals
Title

Witzlebenstr. 7
45472 Mülheim, Germany
Address

5/19/2015
Date

FM Approvals (LLC / Ltd)

Signature

Patrick Byrne
Name

Technical Team Manager
Title

11/19/2015
Date

B_4451038

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

"Trade Name" and "Referenced Project Identification Number"	Drawing Description or Title	Drawing No.	Revision
3054373/FM15ATEX0003	KOS2-Mi-Y1-H1141 171118.pdf	171118	B
	TURCK cliche EO6M-Mi-Y1 171150.pdf	171150	B
	TURCK cliche EO6M-Mi-Y1-H1141 171151.pdf	171151	B
	TURCK cliche FOS-Mi-Y1 171144.pdf	171144	B
	TURCK cliche FOS-Mi-Y1-H1141 171145.pdf	171145	B
	TURCK cliche KOS2-Mi-Y1 171115.pdf	171115	B
	TURCK cliche KOS4-Mi-Y1 171116.pdf	171116	B
	TURCK cliche KOS4-Mi-Y1-H1141 171117.pdf	171117	B
	TURCK cliche NO10-Mi-Y1 171152.pdf	171152	B
	TURCK cliche NO30-Mi-Y1 171142.pdf	171142	B
	TURCK cliche NO30-Mi-Y1-H1141 171143.pdf	171143	B
	TURCK cliche ROP2m-Mi-Y1 171147.pdf	171147	B
	TURCK cliche ROP2m-Mi-Y1-H1141 171148.pdf	171148	B
	TURCK cliche ROS5m-Mi-Y1 171146.pdf	171146	B
	TURCK cliche ROS5m-Mi-Y1-H1141 171149.pdf	171149	B
	TURCK cliche SO-KO-NO-FO-RO-EO-sensors 171154.pdf	171154	B
	TURCK cliche SO6m-Mi-Y1 171113.pdf	171113	B
	TURCK cliche SO6m-Mi-Y1-H1141 171114.pdf	171114	B
	TURCK NO10-Mi-Y1-H1141 171153.pdf	171153	B

The OEM's FM Approved product(s) listed in the preceding table may be marketed by the Private Labeler/Trade Agent, herein named, in accordance with the terms stated in this agreement.

1. The OEM shall place upon the product his own distinguishing mark and that of the Private Labeler/Trade Agent as indicated within the FM Approvals report or as otherwise identified to FM Approvals. If the Private Labeler/Trade Agent chooses to put their label on the product rather than having the OEM do this, this shall be considered 'production' and Surveillance audits of the Private Labeler's facility are required. In the event that this is for an ATEX trade agent, in addition to the Surveillance audits the trade agent will be required to assure FM Approvals that they are in control of production by maintaining a Quality Assurance Notification (QAN) of appropriate scope.

2. The OEM 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 OEM 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.

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3. The OEM shall where the nature of the product requires

   a) provide user either directly or through the Private Labeler/Trade Agent with adequate instructions for the proper installation, maintenance, and operation of the product(s);
   b) provide adequate facilities for repair of the product(s) and supply replacement parts;
   c) provide services either directly or through the Private Labeler/Trade Agent 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 OEM 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/Trade Agent 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. OEM and Private Labeler/Trade Agent agree to make full and immediate written disclosure to FM Approvals 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 OEM upon execution of this Agreement shall pay FM Approvals for charges incurred in processing this Agreement.

6. The Private Labeler/Trade Agent 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/Trade Agent or of a product or products not covered by this Agreement.

7. The Private Labeler/Trade Agent 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/Trade Agent 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 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. For an ATEX Trade Agent agreement only, the Trade Agent shall confirm, by signing this agreement, that the OEM and/or Trade Agent have not entered into a contract for this product with any other ATEX Notified Body, in accordance with the requirements of Annex III of the ATEX Directive.

11. FM 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 OEM or Private Labeler/ Trade Agent may at any time withdraw from the terms of this Agreement by so notifying FM Approvals and, as applicable, the OEM or Private Labeler/ Trade Agent, in writing. Regardless of whether withdrawal is made by FM Approvals, the OEM or the Private Labeler/ Trade Agent, 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.

12. FM Approvals reserves the right in its sole judgment to change or revise its standards, criteria, methods or procedures.

13. This Agreement is not transferable to another party without prior written authorization by FM Approvals.