

REC'D AUG 19 2008



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FM Approvals  
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**PRIVATE LABELER AGREEMENT**

Project Identifier: 3033142

This Agreement is made by and between FM Approvals LLC (hereafter referred to as FM Approvals) and **Robot Pumps B.V., Productieweg 5, 2404CC Alphen aan den Rijn, Netherlands** (herein called the Manufacturer) and **ITT Flygt AB, Gesällvägen 33, SE-174 87 Sundbyberg, Sweden** (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
ROBOT	RW21	0V4A9.AE	Submersible Motor	FLYGT	D 8021.290, D 8022.290 D 8022.292, D 8024.290 D 8022.090
ROBOT	RW60	0V4A9.AE	Submersible Motor	FLYGT	D 8061.091, D 8064.091
ROBOT	RD21	0V4A9.AE	Submersible Motor	FLYGT	H 8021.090
ROBOT	RD40	0V4A9.AE	Submersible Motor	FLYGT	H 8043.090, H 8044.091
ROBOT	RD60	0V4A9.AE	Submersible Motor	FLYGT	H 8064.090

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
Flygt Submersible Motor (0V4A9.AE)	FMRC Data plate Flygt, FM Approved Pumps	713-224	-

(Continued on Page 2)

**Robot Pumps B.V.**  
 Manufacturer Company Name  
  
 Signature  
 Freerk Visser  
 Name  
 General Manager  
 Title  
 Alphen aan den Rijn  
 Address  
 14 July 2008  
 Date

**ITT Flygt AB**  
 Private-labeler Company Name  
  
 Signature  
 Anders Bälter  
 Name  
 Approval manager  
 Title  
 Sundbyberg  
 Address  
 11 August 2008  
 Date

**FM Approvals LLC**  
  
 Signature  
 Andrew Lozinski  
 Name  
 Technical Team Manager  
 Title  
 27 June 2008  
 Date



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Flygt Submersible Motor (0V4A9.AE)	Installation, Care and Maintenance, D 8000 Submersible Vortex Pumps 50/60 Hz, Explosion Proof Version (Ex)	897711	02
Flygt Submersible Motor (0V4A9.AE)	Installation, Care and Maintenance, H 8000, Submersible Wear Resistant Pumps in Nihard 4, 50/60 Hz, Explosion Proof Version (Ex)	897710	02
Flygt Submersible Motor (0V4A9.AE)	Comparison Between Models	Private Labeler App, Section 6d	5/15/08

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.

- 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.
- 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.
- The Manufacturer shall either directly or through the Private Labeler where the nature of the product requires
  - provide user with adequate instructions for the proper installation, maintenance, and operation of the product(s);
  - provide adequate facilities for repair of the product(s) and supply replacement parts;
  - 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.
- 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.
- The Manufacturer upon execution of this Agreement shall pay FM Approvals for charges incurred in processing this Agreement.
- 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.
- 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.
- 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.





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## Equipment Ratings:

Submersible Motors as Explosionproof for Class I, Division 1, Groups C and D Hazardous (Classified) Locations.

## FM Approved for:

ITT Flygt AB  
Sundbyberg, Sweden



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This certifies that the equipment described has been found to comply with the following Approval Standards and other documents:

FM Class 3600	1989
FM Class 3615	1989
FM Class 3615.80	1999
FM Class 3810	1989

Original Project ID: 3033142

Approval Granted:

Subsequent Revision Reports / Date Approval Amended

Report Number	Date	Report Number	Date
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FM Approvals LLC

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Andrew Lozinski  
Technical Team Manager

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Date