

MANUFACTURER'S AGREEMENT


INSTRUCTIONS: Return one signed copy. Retain the other for your files.

This agreement is made by and between the Factory Mutual Research Corporation, (herein referred to as "Factory Mutual"), and The Viking Corporation, Hastings, Michigan 49058 herein called the Manufacturer. The Manufacturer is making a product or providing a service known and described as:

Viking Models A2, B2, C2, D2 Spray Nozzles  
30, 60, 90, 120, 140 Degree Spray Angle

This product or service has been examined by the Factory Mutual as described in their report bearing serial number 19068, dated July 22, 1969.

In consideration of approval by Factory Mutual of the product or service for use in or by Factory Mutual insured plants and authorization to the Manufacturer to indicate such approval to the public, it is agreed that:

1. The Manufacturer will place upon the product his own distinguishing mark, and will not place this mark upon other products of the same class unless covered by separate agreement.
2. The Manufacturer may use the  certification mark on the product, but will not use the certification mark on any other product of his manufacture unless such other product is covered by separate agreement.
3. The Manufacturer assumes full responsibility for the design, material and workmanship of the product or the quality of the service rendered.
4. The product or service will be manufactured or maintained as approved by Factory Mutual and no changes of any nature will be made in its design or construction unless due notice of the proposed alteration has been given and written approval of Factory Mutual obtained.

5. The Manufacturer will make every reasonable effort where the nature of the product requires to (1) provide the user with adequate instructions for the proper installation, maintenance, and operation; (2) provide adequate facilities for replacement of parts and for services to insure proper installation, inspection or maintenance for products of such nature that it would not be reasonable to expect the average user to be able to provide such installation, inspection or maintenance.

6. The Manufacturer will permit inspection of manufacture and assembly of the approved product or location of the service by Factory Mutual at the discretion of the latter, and will furnish samples of the approved product for re-examination on request.

7. The Manufacturer agrees to pay the costs of approval, re-examination, and listing.

8. Approval by Factory Mutual does not imply any warranty against defects or failures in service or assume any responsibility for patent infringement.

9. Approval may be withdrawn by Factory Mutual or the Manufacturer at any time and in such case the Manufacturer will discontinue all activities which would indicate or imply approval.

The Viking Corporation  
Manufacturer's Name

By: Jack R. Wood  
Vice-President  
Title

Hastings, Michigan 49058  
Address

Date: July 31, 1969

FACTORY MUTUAL RESEARCH CORPORATION

By: W. S. Marsh  
W. S. Marsh  
Vice President  
Title

Date: July 25, 1969



# Factory Mutual Research

1151 Boston-Providence Turnpike  
Norwood, Massachusetts 02062  
Telephone (617) 762-4300  
Telex 92-4415

## MANUFACTURER'S AGREEMENT

INSTRUCTIONS: Return one signed copy. Retain the other for your files.

This agreement is made by and between the Factory Mutual Research Corporation, (herein referred to as "Factory Mutual"), and Viking Corporation, Hastings, Michigan 49058 herein called the Manufacturer. The Manufacturer is making a product or providing a service known and described as:

Model A2X  
Open Spray Nozzle  
30, 60, 90, 120 & 140 Degree Spray Angles

This product or service has been examined by the Factory Mutual as described in their report bearing serial number 27429, dated November 5, 1976.

In consideration of Factory Mutual approval of the product or service the Manufacturer is authorized to indicate such approval to the public, and it is agreed that:

1. In consideration of Factory Mutual Approval and listing of the product the Manufacturer will place upon the product his own identifying model number or similar distinguishing mark, and will not place this mark upon other products unless covered by separate agreement.
2. The Manufacturer may use the Factory Mutual approval mark on the product, but will not use the mark on any other product unless such other product is covered by separate agreement.
3. The Manufacturer assumes full responsibility for the design, material and workmanship of the product or the quality of the service rendered.
4. The product or service will be manufactured or maintained as approved by Factory Mutual and no changes of any nature will be made in its design or construction unless due notice of the proposed alteration has been given and written authorization obtained from Factory Mutual.
5. The Manufacturer will (1) provide the user with adequate instructions for the proper installation, maintenance, and operation of the product; (2) provide adequate facilities for repair of the product and supply replacement parts; (3) provide services to insure proper installation, inspection or maintenance for products of such nature that it would not be reasonable to expect the average user to be able to provide such installation, inspection or maintenance.

(see over)



6. The Manufacturer will permit inspection of manufacturing facilities and quality control procedures for the approved product or inspection of the service location by Factory Mutual at the discretion of the latter, and will furnish samples of the approved product for re-examination on request.

7. As a condition of this Agreement, the Manufacturer agrees to pay the costs of approval, inspection, re-examination and listing.

8. Factory Mutual approval does not imply or express any warranty of any kind of merchantability fitness, design, material or workmanship of the Manufacturer's product or service and assumes no responsibility for defects, failures in service or patent infringement.

9. Approval may be withdrawn by Factory Mutual or the Manufacturer at any time and in such case the Manufacturer shall discontinue all activities which would indicate or imply approval.

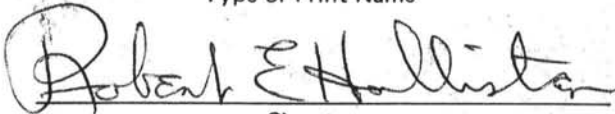
FACTORY MUTUAL RESEARCH CORPORATION

THE VIKING CORPORATION

Manufacturer's Name

Robert E. Hollister

Type or Print Name



Signature

Vice President Manufacturing

Title

210 N. Industrial Park Road  
Hastings, MI 49058

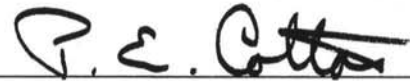
Address

November 29, 1976

Date

P. E. Cotton

Type or Print Name



Signature

Assistant Vice President

Title

November 19, 1976

Date