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MASTER AGREEMENT FOR APPROVAL SERVICES

Customer Identification No. 283348

This Master Agreement for Approval Services (the “Agreement”) dated October 24, 2024 is entered into by and between FM Approvals LLC, a Rhode Island limited liability company with its offices at One Technology Way, Norwood MA 02062, USA; FM Approvals Limited, a UK limited liability company with its offices at Voyager Place, Maidenhead, Berkshire, SL6 2PJ UK; FM Approvals Europe Limited, an Ireland private company limited by shares with its offices at One Georges Quay Plaza, Dublin, Ireland D02 E440 (hereafter collectively referred to as “FM Approvals”); and

SAS Flowstop Industrie
6 Cours Lazare Escarguel,
Perpignan 66000
France

(hereafter referred to as “Customer”).

NOW THEREFORE, in consideration of the promises, undertakings and covenants set forth in this Agreement, FM Approvals and the Customer agree as follows:

1. Definitions.

For purposes of this Agreement:

“Approval” or “Approved” shall mean confirmation and subsequent publication by FM Approvals that a Customer product or service has been examined and found to meet those conditions of performance and quality identified in standards issued or recognized by FM Approvals. For the purposes of this Agreement the terms Approval or Approved are also considered to include the terms “Certification” or “Certified”.

“Deficient” or “Deficiencies” shall mean with respect to any Approved Customer product or service that such product or service has been identified by FM Approvals as having deficiencies (i) in performance; (ii) in quality; (iii) in compliance with limitations stated in any applicable Report; or (iv) in any other respect identified by FM Approvals in its sole discretion including, but not limited to, Customer’s non-compliance with any part of this Agreement.

“Price” shall mean an estimate of the cost of Services related to a particular project identification number, provided by FM Approvals to the Customer in writing.

“Report” shall mean a document issued by and remaining the property of FM Approvals, describing the Services performed and the opinions or conclusions reached as a result thereof, that confirms that the product or service described within the document, is in conformity with the requirements of the standard or specification referred to therein. For the purposes of this Agreement the term “Report” is also considered to include any certificate or other such document issued by FM Approvals.

“Services” shall mean such examinations, tests, initial and on-going surveillance audits, subsequent re-inspections, re-examinations and other activities which FM Approvals in its sole discretion deems appropriate to determine whether a particular Customer product or Customer service should be Approved and, if Approved, should continue to be so Approved.

2. Securing and Performance of Services. Customer will submit requests for Services to FM Approvals in writing referencing the Customer Identification Number above. If FM Approvals agrees to perform such Services, the Customer will be provided a written description of the proposed Services, a project identification number and the Price. FM Approvals will commence work only after receipt of Customer’s written acceptance and any required deposit.

Customer agrees that FM Approvals will have ready access to Customer staff and resources as may be necessary to perform the Services. Customer shall provide requested samples, materials, information and documentation and make premises, processes or equipment available in a timely manner for any testing, examination or audit.

At the completion of the Services associated with a specific project identification number, FM Approvals will issue a Report with respect thereto. It is understood and agreed by the Customer that the performance of the Services may or may not result in Approval of the products or services submitted by the Customer for evaluation.

3. Payment for Services. The Customer agrees to pay for all Services rendered and shall pay within thirty (30) days after date of invoice. FM Approvals may render interim billings for its Services and may require an initial payment of all or part of the Price. Payments made beyond thirty (30) days may be subject to a finance charge and/or require full payment in advance for any future work. Non-payment of invoices outstanding for 60 days will result in stoppage of on-going work and/or the withdrawal of Approval.

FM Approvals agrees to make its best effort to complete the Services as described within a written proposal provided to the Customer. In the event the scope of the Services in the original proposal is increased, the Customer has the option of authorizing additional funding to complete the increased scope of Services or of accepting a Report covering the Services completed to date, consistent with original proposal, for payment of the Price.

4. Subcontractors. FM Approvals may employ one or more subcontractors for the performance of the Services or any portion thereof upon notification to the Customer. All such subcontractors shall be under the direction and control of FM Approvals.

5. Customer Commitments in Connection with Approval.

a. If a Customer’s product or service is Approved, the Customer is authorized to indicate Approval of such product or service as of the issue date of, and subject to any limitations described in, the Report. Only products or services which are specifically described as Approved within the Report are considered Approved. The Customer shall not use, reproduce or distribute any Report except in its entirety without any change, deletion or addition thereto.

b. The Customer shall place a unique identification mark (i.e. model or type number) and shall use the FM Approvals certification mark on the Approved product or its packaging or provide a unique reference to the Approved service as stated in the Report and shall not place this mark on any other product, or provide this reference for any other service. Only products with such marks and services with such reference are included in the scope of the Approval.

c. The Customer shall manufacture the Approved product or provide the Approved service only at locations documented and audited by FM Approvals. No changes of any nature shall be made to the Approved product or service unless written notice of the proposed change has been given and written authorization therefor has been obtained from FM Approvals.

d. The Customer shall (1) keep a record of all complaints made known to Customer relating to compliance with certification requirements, and make these records available to FM Approvals upon request; (2) make all necessary arrangements for the investigation of such complaints; (3) make full and immediate disclosure to FM Approvals of all information concerning any defect in or potential hazard of, the product or service manufactured or provided by the Customer which is Approved or the subject of the Services; (4) take any other appropriate action with respect to complaints and deficiencies that affect Customer’s compliance with the requirements for Approval; and (5) document the actions taken with regard to such complaints and deficiencies. Failure by the Customer to comply with these requirements may result in suspension or withdrawal of Approval.

e. The Customer shall, where the nature of the Approved product requires, (1) provide the user with adequate instructions for the proper installation, maintenance, and operation of the product(s); (2) provide Approved facilities for repair of the product(s) where applicable; and (3) provide services to ensure proper installation, inspection or maintenance for the 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.

f. The Customer shall permit unannounced audits by FM Approvals or its representatives of the manufacturing facilities or service locations and quality control procedures for any Approved product or service, and shall allow for the participation of observers as may be required by FM Approvals' accreditation bodies. The Customer shall furnish samples of the Approved product or service as appropriate for re-examination on request. At a minimum, FM Approvals requires annual audits of the manufacturing facilities and service locations for the Approved products or services. Conditions or regulatory requirements may require more frequent audits.

g. The Customer shall comply with FM Approval's Certification Marks Usage Guidelines, found on fmaprovals.com, and any other policies that are communicated by FM Approvals to the Customer in writing.

h. The Customer and its representatives shall refrain from offering any FM Approvals employee or representative (i) any gifts, entertainment or hospitality or other favors of more than nominal value; (ii) any bribe or unusual or unauthorized payment or inducement of any kind; or (iii) cash or cash equivalents (gift certificates, credits, etc.) of any amount. In all cases, conduct should not conflict with local law.

6. Deficiencies in Approved Products or Services. If an Approved product or service is identified by FM Approvals as Deficient, FM Approvals may demand, and Customer agrees, that production of the product or service will cease pending rectification of the Deficiencies. Such Deficiencies will be considered rectified at the sole discretion of FM Approvals. FM Approvals further reserves the right to notify the public in general and/or any appropriate party if, in its sole judgment, the Customer's product or service is determined to present a danger or hazard.

7. Withdrawal and Suspension of Approval. The Customer may at any time request in writing that Approval for a specific product or service be withdrawn. FM Approvals may withdraw or suspend Approval of any Deficient product or service at any time. FM Approvals may also withdraw or suspend Approval of any product or service in the event of a revision or withdrawal, in accordance with Section 8, of any standard, criteria, method or procedure upon which such Approval was based. FM Approvals also reserves the right to withdraw or suspend Approval of the product or service if Customer breaches this Agreement. In the event of withdrawal (regardless of whether withdrawal is made by FM Approvals or the Customer) or suspension, the Customer shall immediately (1) discontinue all activities that would indicate or imply Approval of products or services, including, but not limited to, discontinuing use of the FM Approvals certification mark; and (2) take any other actions as may be required by FM Approvals' accreditation bodies. The Customer agrees to pay FM Approvals for all costs incurred to date of withdrawal or suspension of Approval.

8. Additional Reservation of Rights. Advances in technology and know-how and their relevance to sound loss prevention require that FM Approvals reserve, and therefore it does so reserve, its rights at any time in its sole discretion to revise or withdraw its standards, criteria, methods or procedures upon which products or services are Approved.

9. Confidentiality of Information. FM Approvals and Customer, each as a recipient ("Recipient") of confidential information which may be disclosed by the other ("Discloser"), agree that the Recipient will not, without the Discloser's written authorization, disclose to third parties confidential information which it has obtained from the Discloser, provided such information is clearly marked or identified as being confidential. This restriction will not apply to information which (i) is already known to Recipient; (ii) is in, or subsequently becomes part of, the public domain through no fault of Recipient; (iii) is acquired by Recipient from a third party under no obligation of confidentiality; or (iv) was or is independently developed by or on behalf of Recipient without reliance on any of the Discloser's confidential information received pursuant to this Agreement.

If the Recipient is required to disclose Discloser's confidential information pursuant to a subpoena, court order or other legal or administrative process, Recipient shall provide Discloser with prompt notice in order for Discloser to seek a protective order and shall disclose only that portion of confidential information it is legally required to disclose.

The Customer agrees that FM Approvals may distribute and use such information and reports resulting from the performance of this Agreement within FM Approvals. The Customer agrees that FM Approvals may reproduce for the purpose of providing Services under this Agreement any material which is subject to copyright protection in favor of the Customer and submitted to FM Approvals.

10. FM Approvals Intellectual Property. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, devices, processes, or works of authorship developed or created by FM Approvals or its personnel during the course of performance of the Services under this Agreement shall belong exclusively to FM Approvals and shall not be considered a work made for hire for Customer.

11. Limited Warranty on Services. The Services will be performed by qualified personnel, in accordance with sound engineering practices and conforming, as appropriate, with FM Approvals procedures. The opinions or conclusions in any Report shall represent only the best judgment of FM Approvals. FM Approvals makes no other guarantee or warranty of any kind with respect to the Services, including any implied warranty of merchantability or fitness for a particular purpose.

12. Exclusion of Warranty. FM Approvals, whether by virtue of the provision of Services, Approval, or otherwise, makes no guarantee or warranty of any kind, including (i) any implied warranty of merchantability or fitness for a particular purpose; (ii) that the product and/or service supplied by the Customer to an end user will not fail, malfunction or be defective in any particular application; or (iii) that any product and/or service is free from infringement on the intellectual property rights of any third party. FM Approvals has not determined all foreseeable uses or misuses of the Customer product and/or service. The Customer agrees that any inspection, evaluation or testing by FM Approvals has not induced the Customer to forego any internal Customer testing of the Customer product and/or service.

13. Indemnification. The Customer shall assume full responsibility for the design, material, workmanship, performance and operation of the Customer product and for the performance and provision of the Customer service. The Customer agrees to hold harmless and indemnify FM Approvals, and its directors, officers, employees, subcontractors and agents from and against any and all liability [inclusive of claims, suits, losses, damages, costs, expenses, and legal fees] to Customer, any end user of Customer products or services, or any other party, whether or not a third party, resulting from or arising out of (i) this Agreement and any of the Services rendered hereunder or the omission of such Services, including without limitation, loss of earnings or profit; or (ii) any defect in, or accident related to, the product(s) or service(s) submitted hereunder. Such indemnity shall not extend to any injury or physical damage resulting from the negligence or willful misconduct of FM Approvals during the actual performance of its tests.

Indemnification hereunder shall include the right of FM Approvals, at its option, to retain and control counsel of its own choice.

14. Limitation of Liability. To the fullest extent permitted by law, the liability of FM Approvals, whether arising from breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, shall not exceed the total payment received by FM Approvals from Customer for the Services provided pursuant to this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract or equity.

In addition, except for claims covered under the indemnification provision of this Agreement and to the fullest extent permitted by law, neither Customer nor FM Approvals shall be liable to the other or any other person for any injury to or loss of goodwill, reputation, business, production, revenues, profits, anticipated profits, contracts or opportunities (regardless of how these are classified as damages), or for any consequential, incidental, indirect, exemplary, special, punitive or enhanced damages whether arising out of breach of contract, tort (including negligence), strict liability, product liability or otherwise (including the entry into, performance or breach of this agreement), regardless of whether such loss or damage was foreseeable or the party suffering the loss or damage has been advised of the possibility of such loss or damage, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

15. Term and Termination. This Agreement shall remain in effect for so long as the Customer has products or services Approved by FM Approvals in accordance with the terms and conditions contained herein. This Agreement may, however, be terminated in its entirety by either party upon sixty (60) days written notice to the other party. Either party may terminate the Agreement immediately in the event of any breach of the Agreement by the other party. Any termination of this

Agreement shall result in the withdrawal of Approval of all of Customer's products or services and Customer shall immediately discontinue all activities that would indicate or imply Approval of products or services.

16. Miscellaneous.

a. No Assignment. This Agreement shall not be assigned or transferred by Customer to another party without prior written authorization by FM Approvals and any such attempted assignment or transfer shall be null and void.

b. Force Majeure. FM Approvals will not be liable for any delay or failure to perform the Services caused directly or indirectly by fire, flood, explosion, nuclear incident, or other casualty, strike or other labor disturbances, war, insurrection, invasion, riots, or by any existing or future governmental regulations, restrictions, or appropriations, or any other cause beyond its control and direction.

c. Entire Agreement/Severability. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein and supersedes all prior proposals, agreements, representations and understandings, both written and oral. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions of the Agreement will not be affected by such holding. Upon a determination that any provision is invalid, illegal or unenforceable, that provision shall be deemed replaced with a term that is valid, legal and enforceable, and that comes closest to expressing the intention of such invalid, illegal or unenforceable term.

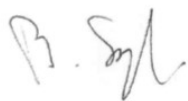
d. Alteration/Waiver. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by all parties to the Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

e. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts and any disputes arising hereunder shall be exclusively subject to the jurisdiction of the Commonwealth of Massachusetts without regard to conflict of law principles.

f. Survival. Rights and obligations under this Agreement which by their nature should survive will remain in effect after any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date first set forth above.

SAS Flowstop Industrie



FlowStop Industrie SAS
6 cours Lazare Escarguel
66000 PERPIGNAN
SIREN : 987 428 620

Signature	
Name	Bertrand SYLVESTRE-BONCHEVAL
Title	CEO, FLOWSTOP INDUSTRIE SAS
Address	6 Cours Lazare Escarguel, Perpignan 66000, France
Date	April 23, 2025

FM Approvals LLC FM Approvals Europe Limited FM Approvals Limited



Signature	
Name	Richard Ferron
Title	CEO, FM Approvals LLC
Date	24-April-2025