

Supplier Excellence Program Services Service Terms

These Service Terms shall govern Supplier Excellence Program (“SEP”) Services performed by the UL Contracting Party and set out the responsibilities and obligations of the Client. These Service Terms and the terms of the Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for Supplier Excellence Program Services. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

1. **Scope of Service.** UL Contracting Party will conduct an evaluation of the Client’s manufacturing processes and related support systems in accordance with its SEP requirements (“Services”). The evaluation includes a review of the manufacturer’s production history and capabilities for compliance with eligibility criteria and applicable program requirements.
2. **Price.** The price for participation in the SEP Service will be set out in your Quotation.
 - A. **Renewal:** Clients who participate in the SEP Service and who maintain continued compliance with the program requirements and eligibility criteria will automatically renew each year subject to payment of the program fees.
 - B. **Refunds:** Refunds are not provided for cancellations or withdrawals from the SEP Service.
3. **Deliverables.**
 - A. If the manufacturer complies with applicable requirements and satisfies the eligibility criteria, UL Contracting Party will publish the manufacturer’s name and location in a publically available on-line directory.
 - B. At the conclusion of on-site continuous assessments, a report will be issued to the manufacturer that documents results of the assessment.
4. **Eligibility.** In order to be evaluated for participation in the SEP Service, participants must at a minimum meet the following criteria:
 - A. The manufacturing location must be a current participant in the UL Marks Follow-Up Services program.
 - B. The manufacturing location must be a participant in the UL Marks Follow-Up Services program for at least 12 months.
 - C. The manufacturing location must have demonstrated manufacturing production during a Follow-Up Services factory visit at least once in the prior 12 months.
 - D. The manufacturing location must have a demonstrated history of compliance, specifically: no major system or major product non-conformances or participation in a UL Company’s Customer Corrective Action Process in prior 12 months.

UL Contracting Party reserves the right to update or add to these eligibility criteria at its discretion.

5. **Continuous Assessments.** An on-site audit is required as part of these Services. Typically, UL Contracting Party will perform the SEP assessment Service in conjunction with factory inspections for the UL Follow-Up Services Program for the UL Certification Mark. In such cases, where the Services cannot be performed in conjunction with existing factory inspections, as determined at UL Contracting Party's sole discretion, additional fees may apply.
6. **Cancellations and withdrawals.**
 - A. UL Contracting Party will monitor participants in the SEP for continued compliance with eligibility criteria on an on-going basis. If, in the UL Contracting Party's sole discretion it determines that the eligibility criteria or other program requirements are not satisfied at any point, the manufacturer will be notified in writing and withdrawn immediately from the Services and the registry.
 - B. A Client choosing to cancel and withdraw from the Service must provide written notification to the UL Contracting Party thirty (30) days in advance of the withdrawal.
7. **Use of Names and Marks.** The SEP Services shall not result in UL Contracting Party issuing product safety certification or any authorization to use the UL Marks. Except as otherwise expressly authorized by UL Contracting Party, Client shall not use UL Contracting Party's, or any other UL Company's, name, abbreviation, symbols, Marks or any other form of reference which may be interpreted to refer to the UL Contracting Party or any other UL Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.
8. **Web Services.** We may provide you with certain website tools and related services, including the ability to order services online through a website (collectively, the "Web Services"). The Web Services are provided to you as a convenience and are provided on an "as is, as available" basis. By using the Web Services, you acknowledge and agree that no data or content transmitted over our networks, the Internet, or wirelessly, or through or in connection with the Web Services, is guaranteed to be secure or free from unauthorized intrusion, and that data stored by us, our affiliates, or our service providers may be deleted, modified, or damaged. You acknowledge that if you wish to protect your transmission of data or files to us, it is your responsibility to use a secure encrypted connection to communicate with and use the Web Services. Your use of the Web Services is at your sole risk and is subject to any terms of use applicable to such Web Services.