

BUILDING INSPECTION CERTIFICATE SERVICES SERVICE TERMS

These Service Terms shall govern Building Inspection Certificate Services performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) 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 Building Inspection Certificate 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 factory inspections of the installation of electrical systems in commercial or industrial prefabricated (factory-built) buildings or units to determine compliance with the applicable requirements of the requested version of NFPA 70, National Electrical Code. The Services are limited to buildings and units that utilize only Nationally Recognized Testing Laboratory (NRTL) listed or field evaluated and labeled new electrical system components and/or equipment. The Services are also limited to the features and characteristics that can be visually inspected at the factory. The Services shall not result in UL Contracting Party issuing certification of any product, registration of any management system, or certification of compliance with building codes, plumbing code, or mechanical codes. The Services requested by Client and to be provided by UL Contracting Party for specific projects shall be set out in individual Quotations or Project Confirmation.
2. **Price:** A Quotation or Project Confirmation will establish the price for UL Contracting Party’s Services. The price will depend upon the type of building and service requirements. Quotations and Project Confirmations are subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
3. **Requirements and Protocols:** Client shall review the document(s) containing the Building Inspection Certificate Program Requirements, as modified from time to time (“General Program Requirements”). The General Program Requirements more fully explain UL Contracting Party’s Building Inspection Certificate programs and Client’s obligations and rights under those programs. The General Program Requirements are available to Client on UL’s website, <http://www.ul.com/contracts>, or by contacting UL Contracting Party’s Customer Service Professionals. Client agrees to abide by the terms of the applicable General Program Requirements, which are incorporated by reference into these Service Terms and made a part of the Service Agreement between the parties.
4. **Access to Facilities:** Client agrees that UL Contracting Party’s representatives shall have free, safe, and secure access to facilities where Client’s records and products are kept so that UL Contracting Party may perform the requested inspections. Client agrees to provide UL Contracting Party’s representatives with all safety and other protections required by law for Client’s own employees including, without limitation, all U.S. Occupational Safety and Health Administration rules and regulations. The right of UL Contracting Party’s representatives to obtain free access to a facility shall not be conditioned upon the signing of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of UL Contracting Party or UL Contracting Party’s representative. If any of UL Contracting Party’s representatives

sign such an agreement, waiver, or release, it shall be considered void and have no force and effect. However, UL Contracting Party shall direct its representatives to exercise due care to comply with any plant safety regulations generally applicable to personnel at the facility.

5. **Deliverables:**

- (a) If the prefabricated building or unit complies with the applicable requirements, UL Contracting Party staff will issue a Building Inspection Certificate for the prefabricated building or unit. An inspection report will be issued to Client. Any modifications to the electrical system or equipment, or to the construction of a prefabricated building or unit, subsequent to the inspection may invalidate the Certificate.
- (b) If the prefabricated building or unit does not meet the requirements, an inspection report identifying the discrepancies will be issued to Client.
- (c) If the prefabricated building or unit complies with the applicable requirements, UL Contracting Party staff will issue a UL Building Inspection Certificate for the prefabricated building or unit. An inspection report will be issued to Client. Any modifications to the electrical system or equipment, or to the construction of a prefabricated building or unit, subsequent to the inspection may invalidate the Certificate.
- (d) If the prefabricated building or unit does not meet the requirements, an inspection report identifying the discrepancies will be issued to Client.

6. **Use of Names and Marks.** Building Inspection Certificate Services shall not indicate compliance with any UL Contracting Party product certification program or result in UL Contracting Party issuing certification or authorization to use the Mark. 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 a UL Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.