

COMMERCIAL INSPECTION AND TESTING SERVICES SERVICE TERMS

These Service Terms shall govern Commercial Inspection and Testing Services (“CITS”) performed by the 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 CITS 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 perform commercial testing, inspection and/or auditing services for Client. CITS shall not result in UL Contracting Party issuing product safety certification of any product, or registration of any management system. The services requested by Client and to be provided by UL Contracting Party for specific projects shall be set out in an individual Quotation or Project Confirmations.
- 2. Price.** UL Contracting Party’s Quotation or Project Confirmation will establish the price for UL Contracting Party’s Services. The price will depend upon the type of product and the test requirements of Service. UL Contracting Party will perform commercial testing, inspection and/or auditing services for Client. CITS shall not result in UL Contracting Party issuing product safety certification of any product, or registration of any management system. 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 Confirmations. UL Contracting Party’s 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, Specifications, and Protocols.** Client is solely responsible for establishing all requirements, specifications, and protocols that UL Contracting Party may use in performing CITS services, regardless of the source of information used to develop the requirements and specifications. UL Contracting Party may be able to provide Client with assistance in developing protocols that meet Client’s needs. In all cases, however, Client must review and approve the final requirements and protocols.
- 4. On-Site Investigations.** At Client’s request, UL Contracting Party may perform CITS services on site at Client’s facilities, or at facilities of other parties. Client agrees that UL Contracting Party’s representatives shall have safe, secure, and free access to the facilities where the requested services will be performed. UL Contracting Party shall direct its representatives to exercise due care in complying with any safety regulations which may be generally applicable to the facility’s personnel. Access to the facilities by UL Contracting Party’s representatives shall not be conditioned upon the execution of any agreement, waiver, or release. If UL Contracting Party’s representatives are prevented from performing or completing any on-site services for any reason beyond UL Contracting Party’s reasonable control, UL Contracting Party shall not be responsible for the non-performance, and Client may be charged for any actual expenses UL Contracting Party incurs, including part of the price equal to the cost of services already performed.

5. **Deliverables.** When UL Contracting Party completes the CITS investigation, UL Contracting Party will provide Client with a report outlining the method and results of the CITS services. If requested, UL Contracting Party can provide customized report formats and/or testing and inspection findings in certificate format.
6. **Providing Information to Third Parties.** Upon written request to UL Contracting Party by the Client, UL Contracting Party may allow Client to provide retailers or importers with a copy of the CITS report.
7. **Use of Names and Marks.** CITS services shall not result in UL Contracting Party issuing product safety certification or any authorization to use the Marks. Except as otherwise expressly authorized by UL Contracting Party, Client shall not use the 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 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.