

DENAN SERVICES SERVICE TERMS

These Service Terms shall govern DENAN 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 DENAN 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 evaluate Client’s products and conduct a factory test equipment inspection in accordance with Japan’s Electrical Appliance and Material Safety Law (DENAN, PSE Mark). The services requested by Client and to be provided by UL Contracting Party for specific projects shall be set out in an individual Quotations or Project Confirmations. Client shall inform UL Contracting Party, without delays, if Client changes its company name, address, ownership or production sites.
- 2. Product Investigation.** A product investigation involves the performance of tests and the examination of product construction to determine compliance with DENAN Technical Requirements as set forth by the Japanese Ministry of Economy, Trade and Industry. Client agrees to supply all information needed for evaluation of product(s). Client shall provide UL Contracting Party with access to the relevant equipment and factories necessary to perform the Services.
- 3. 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. UL Contracting Party’s Quotation or Project Confirmation is subject to change at UL Contracting Party’s discretion, upon reasonable notice to the Client, due to any additional project specific requirements or scope changes.
- 4. Estimated Schedule.** Client recognizes that each Product investigation is unique and the timing of each investigation will vary depending upon the particular investigation and its findings. If appropriate, UL Contracting Party will provide Client with an estimated time schedule in the Quotation for Product investigation. *(Note: The schedule is only an estimate.)*
- 5. Compliance with DENAN Technical Requirements.** If UL Contracting Party determines that a Product submitted is in compliance with all applicable DENAN requirements, including DENAN Technical Requirements (“DENAN Requirements”), UL Contracting Party will issue a Certificate of Compliance (CoC) upon Client’s request. When Client uses a PSE Mark indicating UL Contracting Party as the conformity assessment body, Client agrees that the Products with the PSE Mark will comply with the applicable DENAN requirements, including DENAN Technical Requirements, at all times. In the case of any other information indicating that the product may no longer comply with the requirements, including cancellation of CB Certificate which has been used for obtaining DENAN CoC, Client shall notify UL Contracting Party. If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety.

6. **Complaints.** Client acknowledges its willingness to support UL Contracting Party's public safety mission and that UL Contracting Party is entitled to receive information received, developed or collected by Client regarding PSE-Marked products compliance with the DENAN Requirements and/or field performance. Client shall keep a record of all complaints made known to the Client relating to any product's compliance with DENAN Requirements and/or field performance. Client agrees to make such records available to UL Contracting Party when requested. Client agrees to take appropriate action to respond to such complaints and any noncompliance with DENAN Requirements and/or field performance and keep a record of such actions.

7. **Suspension or Withdrawal of Certification.** If UL Contracting Party suspends or withdraws certification, then customer's use of certification marks, the DENAN Certificate or other means conveying that a product is certified shall be discontinued, including references to certification in all advertising or promotional material. Also, customer shall return to UL Contracting Party the DENAN Certificate if necessary to prevent misrepresentation of non-certified products.

8. **Use of Name and Marks.** DENAN Services shall not result in UL Contracting Party issuing product safety certification or any authorization to use the Marks. Unless explicitly authorized by UL Contracting Party, Client shall not use UL Contracting Party's, or any other UL Company's, name, abbreviation, or symbols, or any other form of reference which may be interpreted to refer to 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.