

DRINKING WATER ANALYTICAL SERVICES SERVICE TERMS

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

- 1. Scope of Service.** UL Contracting Party will perform Water Testing services for Client. Water Testing 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 Confirmation.
- 2. Price.** The Quotation or Project Confirmation will establish the price for UL Contracting Party’s Services. The price will depend upon the test requirements. Any Quotation or Project Confirmation is 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.** UL Contracting Party agrees that it will test water samples according to generally accepted test methods selected by Client to detect and measure the presence in those water test samples of those specific substances, elements and/or compounds (“Specified Contaminants”). Selecting the test methods is the sole responsibility of Client and not UL Contracting Party. Water “safety” and “quality” are determined by the U.S. Environmental Protection Agency (USEPA), and/or health officials in your state or local government. UL Contracting Party may be able to provide Client with assistance in developing protocols or explaining applicable water regulations that meet Client’s needs. In all cases, however, Client must review and approve the final requirements and protocols. Client is solely responsible for establishing or choosing all requirements, specifications, and protocols that UL Contracting Party may use in performing Water Testing services, regardless of the source of information used to develop the requirements and specifications.
- 4. Sampling.** Client shall sample its water and ship the water samples to UL Contracting Party according to the sampling and shipping instructions provided by UL Contracting Party. Client shall properly use and ship the sample bottles provided by UL Contracting Party. UL Contracting Party will test the water samples to determine only the presence and level of those Specified Contaminants selected by Client and identified in the test report. That testing will be performed in accordance with generally accepted professional standards. If the analytical data in UL Contracting Party’s test report is found to be inaccurate, UL Contracting Party’s liability is limited, at UL Contracting Party’s option, to either re-testing the sample or refunding the fees for Services rendered, provided Client notifies UL Contracting Party in writing within six (6) months of completion of the Services. **NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THE SERVICE AGREEMENT, OR IN ANY REPORT, OPINION, OR DOCUMENT PROVIDED UNDER THE SERVICE AGREEMENT.**

5. **Appropriate Test Methods.** Contaminants are variable in different regions of the country. UL Contracting Party makes no recommendation or representation that the Specified Contaminants or test methods selected by Client and identified in the test report are appropriate for Client's region or adequate to determine the "safety" or "quality" of the water sample tested or the water on Client's premises. The intention of UL Contracting Party's services is to quantify the Specified Contaminants in the samples submitted to UL Contracting Party for testing. UL Contracting Party makes no representation regarding the "safety" or "quality" of the water sample tested or that of the water on Client's premises.
6. **Sample Integrity.** UL Contracting Party's Services, test results and report apply only to the samples actually received and tested by UL Contracting Party. UL Contracting Party will not be responsible for any inaccurate test results or issues relating to sample integrity arising from the Client's collection and shipment of test samples.
7. **Validity of Test Results.** The results of the test report represent a "snapshot" of the presence of Specified Contaminants in the water sample selected for testing. UL Contracting Party makes no representation that the reported test results are representative of the entire volume of water contained in the Water Source at the time the test samples were taken or the water contained in the Water Source at any time before or after the samples were selected.
8. **Test Levels.** The reporting levels indicated in the test report represent the level of contaminants detectable by UL Contracting Party's test equipment and/or analytical methods. Contaminants may be present in the test sample below the method reporting limits of that test equipment and/or analytical methods.
9. **Subcontracting.** UL Contracting Party agrees that it will not subcontract any of the Water Testing Services to a third party other than another UL Company without the prior written consent of the Client.
10. **Deliverables.** When UL Contracting Party completes the Water Testing investigation, UL Contracting Party will provide Client with a report presenting the results of the Water Testing services. If requested, UL Contracting Party can provide customized report formats, electronic data deliverable formats, and/or state-designated format. Additional charges may apply for custom reporting. Client will have an unlimited right to use the data and report contents for its purposes, except where limited by NELAC or TNI standards.
11. **Use of Name and Marks.** Water Testing 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 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. A product must meet UL Contracting Party's safety certification requirements and be covered by UL Contracting Party's Follow-Up Service in order to bear registered certification Marks owned by UL Contracting Party or another UL Company.