

## FACTORY INSPECTION OF NEW AMBULANCES SERVICE TERMS

These Service Terms shall govern all Factory Inspection of New Ambulances Service performed by the UL Contracting Party (“we”, “our”, or “us” as the context requires) and as identified in the Quotation or Project Confirmation and set out the responsibilities and obligations of Client (“you” or “your” as the context requires). These 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 Factory Inspection of New Ambulance Service. The capitalized terms not defined herein shall have the same meaning as in the GSA.

- 1. Scope of Service.** Upon your request, we will perform a factory inspection of new ambulances according to the applicable provisions of the Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F), as promulgated, by the General Services Administration of the United States Federal Government (the “Services”) or the applicable provisions of the National Fire Protection Association Standard for Automotive Ambulances (NFPA 1917). The Services to be provided by us shall be set out in the Quotation or Project Confirmation.

Our Quotation or Project Confirmation shall be incorporated into and made a part of the Service Agreement and shall establish the sole purpose, scope, and nature of work to be provided by us. We agree to inspect the new ambulance(s) described in the Quotation or Project Confirmation, and report the results of such inspection. Except as recorded in the report, we make no statement, express or implied, as to the construction, materials, or design of such new ambulance(s).

Each Quotation issued under this Service Agreement will cover inspections determined to be appropriate for the new ambulance(s) detailed in the Quotation, concluded by a copy of the inspection report and, if appropriate, issuance of a Certificate of Inspection. In the event you request additional inspection services, new Quotation with a new cost limit may be required. Charges are due and payable, without discount, upon completion of the work, and upon presentation of invoices. It is understood that your obligation for all charges accruing under this Service Agreement continues in full force and effect irrespective of whether the inspection does or does not result in a Certificate of Inspection. It is further understood that Client is responsible for payment of all bank fees incurred with wire transfers.

- 2. Price.** Our Quotation or Project Confirmation will establish the price for the Services. The price set forth in the Quotation or Project Confirmation will depend upon the type of product and the inspection requirements. The Quotation or Project Confirmation is subject to change at our discretion, upon reasonable notice to you, and depending upon the requirements of the specific project. A new Quotation will be issued if we change our pricing or services.
- 3. Requirements, Specifications, and Protocols.** You are solely responsible for establishing or selecting all requirements, specifications, and protocols that we may use in performing the Services, regardless of the source of information used to develop the requirements and specifications. For purposes of the Services, you acknowledge that you are responsible for selecting KKK-A-1822F for new ambulances, as promulgated by the General Services Administration of the United States Federal Government or for selecting NFPA 1917 for new ambulances, as promulgated by the National Fire

Protection Association. Upon request, we may be able to provide you with assistance in developing protocols that meet your needs. In all cases, however, you must review and approve the final requirements and protocols.

You recognize that procedures required by our Services under this Service Agreement may be inherently hazardous and require inspecting the new ambulance(s) under the conditions stated in KKK-A-1822F. You agree that we neither assume nor accept any responsibility for any injury or damage to property or personnel that may occur during or as a result of such Services. **CLIENT IS SOLELY RESPONSIBLE FOR PROVIDING A SAFE AND SUITABLE INSPECTION SITE, ALONG WITH A QUALIFIED OPERATOR OF THE AMBULANCE, AS DESCRIBED IN THE QUOTATION OR PROJECT CONFIRMATION.**

4. **On-Site Investigations.** We may perform Services on-site at your facilities, or upon your request at facilities of other parties. You agrees that our representatives shall have safe, secure, and free access to the facilities where the requested services will be performed. We shall direct our 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 our representatives shall not be conditioned upon the execution of any agreement, waiver, or release. If our representatives are prevented from performing or completing any on-site services for any reason beyond our reasonable control, we shall not be responsible for the non-performance, and you may be charged for any actual expenses we incur, including part of the price equal to the cost of services already performed.
5. **Deliverables.** When we complete the Services, we will provide you with a report and/or Certificate of Inspection outlining the method and results of the Services. If we require you to resolve any items that do not comply with KKK-A-1822F or NFPA 1917 and/or the Services, you will correct these items prior to our issuing a Certificate of Inspection. We make no statement, express or implied, as to the construction, materials or design of such new ambulance.

You agree that in performing our function in accordance with our objects and purposes, we do not assume or undertake to discharge any responsibility that you have to any other party or parties. You recognize that our opinions and findings represent our judgment given with due consideration to the necessary limitations of practical operation and in accordance with our objects and purposes, and agree that we do not warrant or guarantee our opinions or that our findings will be recognized or accepted. The Services, report, and/or Certificate of Inspection provided under this Service Agreement are provided solely for the benefit and exclusive use of the Client.

6. **Use of Name and Marks.** The Services shall not result in our issuing a product safety certification or any authorization to use the UL Contracting Party's name or Mark. Except as otherwise expressly authorized by us, 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 mean a UL Company on or in connection with any oral or written advertising, promotions, or otherwise.