

FIRE EQUIPMENT SERVICES TERMS FOR FACTORY INSPECTION OF NEW AUTOMOTIVE FIRE APPARATUS SERVICE TERMS

These Service Terms shall govern all Fire Equipment Services (“FES”) Factory Inspection of New Automotive Fire Apparatus performed by UL Contracting Party (as identified in the Quotation or Project Confirmation), and set out the responsibilities and obligations of a the client (“Client”). 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 Fire Equipment Service. 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.** Upon Client’s request, UL Contracting Party will perform a factory inspection of new automotive fire apparatus, including, without limitation, aerial devices and fire pump systems (“New Automotive Fire Apparatus”), according to the appropriate provisions of Standard 1901 for Automotive Fire Apparatus, as promulgated by the National Fire Protection Association (NFPA) (the “FES Services.”). The FES Services requested by Client and to be provided by UL Contracting Party shall be set out in Quotation or Project Confirmation.

The 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 UL Contracting Party. UL Contracting Party agrees to inspect the New Automotive Fire Apparatus described in the Quotation or Project Confirmation, and report the results of such inspection. Except as recorded in the report, UL Contracting Party makes no statement, express or implied, as to the construction, materials, or design of such New Automotive Fire Apparatus.

Each Quotation issued under the Service Agreement covers inspections determined to be appropriate for the New Automotive Fire Apparatus. Upon conclusion of the inspection, UL Contracting Party will issue an inspection report and, if appropriate, issue a Certificate of Inspection. In the event additional services are requested by Client or required by UL Contracting Party, a 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 Client’s obligation for all charges accruing under the 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.** UL Contracting Party’s Quotation or Project Confirmation will establish the price for the FES Services. The price will depend upon the type of product and the inspection requirements. All Quotations and Project Confirmations are subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client, and depending upon the requirements of the specific project. A new Quotation will be issued if UL Contracting Party changes its pricing or services.
- 3. Requirements, Specifications, and Protocols.** Client is solely responsible for establishing or selecting all requirements, specifications, and protocols that UL Contracting Party may use in performing FES Services, regardless of the source of information used to develop the requirements and specifications. For purposes of

UL Contracting Party's FES Services, Client acknowledges that it is responsible for selecting Standard 1901 for Automotive Fire Apparatus, as promulgated by the NFPA. 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.

The Client recognizes that many procedures required by UL Contracting Party's FES Services under the Service Agreement are inherently hazardous and require the loading of the New Automotive Fire Apparatus under the conditions stated in the NFPA standards. The Client agrees that UL Contracting Party neither assumes nor accepts any responsibility for any injury or damage to property or personnel that may occur during or as a result of such FES Services. **CLIENT IS SOLELY RESPONSIBLE FOR PROVIDING A SAFE AND SUITABLE INSPECTION SITE ALONG WITH A QUALIFIED OPERATOR OF THE APPARATUS AS DESCRIBED IN THE QUOTATION LETTER.**

The Client agrees that UL Contracting Party, in performing its functions in accordance with its objects and purposes, does not assume or undertake to discharge any responsibility of the Client to any other party or parties. The Client recognizes that UL Contracting Party's opinions and findings represent its judgment given with due consideration to the necessary limitations of practical operation and in accordance with its objects and purposes, and agrees that UL Contracting Party does not warrant or guarantee its opinions or that its findings will be recognized or accepted.

4. **Inspection Site.** UL Contracting Party may perform FES Services on site at Client's facilities, or, upon Client's request, 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 any of 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 that 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 FES Services, UL Contracting Party will provide Client with a report and/or Certificate of Inspection outlining the method and results of the FES Services. If UL Contracting Party requires the Client to resolve any items that do not comply with NFPA Standards and/or the FES Services, Client will correct these items prior to UL Contracting Party issuing a report and/or Certificate of Inspection. Except as recorded in the report and/or Certificate of Inspection, UL Contracting Party makes no statement, express or implied, as to the construction, materials or design of such New Automotive Fire Apparatus.

The Client agrees that UL Contracting Party, in performing its functions in accordance with its objects and purposes, does not assume or undertake to discharge any responsibility of the Client to any other party or parties. The Client recognizes that UL Contracting Party's opinions and findings represent its judgment given with due

consideration to the necessary limitations of practical operation and in accordance with its objects and purposes, and agrees that UL Contracting Party does not warrant or guarantee its opinions or that its findings will be recognized or accepted. The FES Services, report, and/or Certificate of Inspection provided under the Service Agreement are provided solely for the benefit and exclusive use of the Client.

6. **Use of Name and Marks.** FES 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 another UL Company, on or in connection with any oral or written advertising, promotions, or otherwise.