

## MICROGENERATION CERTIFICATION SCHEME (MCS) SERVICE TERMS

These Service Terms shall govern Microgeneration Certification Scheme (MCS) Services performed by the UL Contracting Party (as identified in the Application, Quotation or Project Confirmation) operating through its affiliate with relevant Accreditation, UL International (UK) Limited (“UL UK”) and also 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 MCS 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.** The UL Contracting Party will assess Client’s products and quality assurance systems for compliance with the requirements of the MCS Services, and any applicable laws, regulations, and standards (“Applicable Requirements”), as may be requested in the Client’s Application (the “Assessment Services”). The Assessment Services requested by Client, and to be provided by the UL Contracting Party through UL UK for specific projects shall be set out in an individual Application, Quotation or Project Confirmation.

**2. Information, Data, and Materials.** Client agrees to provide all relevant information, test data, products, and unrestricted access to all locations necessary to complete the Assessment Services upon request. Client agrees to give timely written notice of all material changes to the information in connection with the Assessment Services.

**3. Transfer of Testing or Factory Production Control (FPC) to the UL Contracting Party.** When Client transfers Initial Testing and/or FPC from another organization to UL UK, Client agrees to submit their test report and FPC report prepared by the other organization for review. A test plan will be prepared to verify these test results from the other organization and an initial FPC inspection will be conducted to verify the results. In addition, Client shall declare any outstanding Corrective Action Requests from their previous provider and specifically bring to attention outstanding Corrective Action Requests.

**4. Compliance.** The UL Contracting Party, UL UK and Client shall not deviate from the applicable laws, regulations, and standards governing the Assessment Services, unless Client has obtained an exemption from the relevant authority.

**5. Language Requirement.** Client shall provide all materials and information with respect to the Assessment Services in English, unless the parties have agreed in writing to the use of a different language, and Client agrees to pay any additional costs related to the Assessment Services, e.g..translation costs.

**6. Work Schedules and Cancellation.** All schedules and completion dates provided by the UL Contracting Party and UL UK are estimates only. The UL Contracting Party shall not be liable in the event of delays in the performance of the Assessment Services. Client’s sole remedy for delay is to terminate the Service Agreement according to the terms of such Service Agreement.

Client may elect to discontinue or postpone the Assessment Services at any time upon written notice to the UL Contracting Party. Client shall be responsible for payment of all Assessment Services performed prior to the UL Contracting Party’s receipt of such notice and any fees associated with the termination or postponement.

The UL Contracting Party and UL UK shall not be held liable for any errors or deficiencies in connection with the work already performed and Client shall not use the UL Contracting Party's or UL UK's name in connection with Client's products or quality assurance systems.

**7. Fees.** The UL Contracting Party will establish a fee for each project and provide this fee in a Quotation or Project Confirmation issued to Client. The Quotation or Project Confirmation will set forth the fees for the Assessment Services, including fees associated with preparation prior to the assessment activities, and the on-site assessments, reports, reviews, and activities following the assessments, but does not include expenses associated with travel and living which will be billed at cost as incurred. The fees set forth in the Application, Quotation or Project Confirmation are subject to change in the event that it is determined that additional services are reasonably necessary to complete the Assessment Services. Annual fees for filing and maintenance of the Certificate and for additional copies of reports and Certificates will be billed separately. In addition, Surveillance Services, if requested, will be billed separately.

**8. Certificate of Conformity.** If Client's product and/or quality system is determined to conform to the applicable laws, regulations, and standards, Client shall be eligible to receive a Certificate of Conformity ("Certificate"). The maintenance of any Certificate is contingent upon the Client's continued adherence to the terms of the Service Agreement, including these Terms. The Certificate may be cancelled or withdrawn at any time if Client's product and/or quality system fails to conform to the applicable laws, regulations, and standards, or if the information, materials, or data Client provides to the UL Contracting Party contain any misrepresentation or omission.

**9. References to the UL Contracting Party or UL UK.** Unless otherwise authorized in writing by the UL Contracting Party, the Client will only be permitted to refer to the UL Contracting Party or UL UK in the form or text as specified by the UL Contracting Party or UL UK. The UL Contracting Party or UL UK will permit Client to use such references in promotional or advertising material provided that, in the opinion of the UL Contracting Party or UL UK, such promotional or advertising material does not conflict with UL UK's findings or create a misleading impression as to the nature of those findings.

**10. Use of Certificate** The Certificate shall be obtained and used only when and in the manner authorized by the UL UK. Notwithstanding that the cost of displaying the Certificate is not paid by the UL Contracting Party or UL UK, Client agrees that UL UK shall retain the right to control the display or otherwise use the Certificate.

UL UK representatives shall have the right, on demand, to acquire possession of the Certificate and any or all advertising and promotional material or other means of displaying the Certificate or other references to the UL Contracting Party or UL UK upon termination of the Service Agreement, or when such action is warranted in the judgment of the UL Contracting Party's or UL UK's representatives.

Client assumes full and sole responsibility for its use of the Certificate and agrees that its product and/or quality system will be in compliance with the Applicable Requirements at all times. Client agrees that its use of the Certificate constitutes its declaration that UL UK has assessed its product and/or quality system in accordance with the applicable laws, regulations and standards, and that the products and/or quality systems covered by the Certificate are in accordance with the Applicable Requirements.

Client agrees that the promotion of its product and/or quality system utilizing the name or Certificate of the UL Contracting Party, or one of its affiliates such as UL UK, would mislead the public if such product and/or quality system is not covered by a Certificate issued by the

MCS Product Certification Body (UL UK); does not comply with the Applicable Requirements; or is used in any way not authorized by the UL Contracting Party or UL UK.

**11. Investigation of Noncompliance.** Client agrees that it will, at its expense, fully cooperate with and assist in ascertaining the facts if it is reported that Client's product and/or quality system are not in compliance with the Applicable Requirements, or applicable laws, regulations, and standards. Among other things, Client shall promptly share any information it acquires regarding the reported noncompliance, take any corrective action necessary to correct any noncompliance, and provide timely reports to the UL Contracting Party or UL UK on such corrective action.

**12. Surveillance Services.** Client agrees that surveillance service to be provided through UL UK and any Assessments Services are designed to serve only as a check on the means by which the Client determines compliance of its product and/or quality system with the applicable laws, regulations, and standards. Client also agrees that such surveillance service and assessments in no way relieves the Client of its responsibility for its product and/or quality system that are subject to the Certificate.

**13. Claims.** Any claim by the Client, or any third party claim, arising out of or related to the Service Agreement, shall be filed within a period of one year from the date of issuance of a Certificate to Client or the decision not to issue a Certificate. Any claim not filed within such time period shall be forever waived.

**14. Certification of Product.** Client understands and agrees that if the report, Certificate of Conformity and authorization issued as a result of any Assessment Services performed under this program results in the UL Contracting Party issuing product certification and authorization to use the Certificate of Conformity for MCS Services and the MCS Mark, this will indicate acceptability of the product for these purposes only.

The Product Certification by UL UK is UKAS Accredited. Use of the UKAS name and marks must be in accordance with: URN 13/1224 The National Accreditation Logo & Symbols: Conditions for use by UKAS and UKAS Accredited Organisations (October 2013).

Testing conducted by UL Germany GMBH for the MCS Program is International Accreditation Service (IAS) accredited. Use of the IAS name and logo must be in accordance with: IAS Rules of Procedure for Laboratory Accreditation.

The MCS Mark shall be used by the client in accordance with the current MCS Brand Guidelines.

Client shall not use such report or Certificate in any manner or as the basis of any oral or written representation to convey the impression that any product or system Certified has any other status as a result of the Assessment Service provided.

**15. No Listing, Classification or Recognition of Product.** Client understands and agrees that any report, Certificate of Conformity, or authorization issued as a result of any Assessment Services performed under these MCS Services shall not result in a UL product safety certification or any authorization to use the Marks and will not indicate acceptability of a product for Listing, Classification or Recognition by Underwriters Laboratories Inc., UL UK, or any of their affiliated corporations. Client shall not use such report or Certificate in any manner or as the basis of any oral or written representation to convey the impression that any product or system has been or is so Listed, Classified or Recognized.

**16. Third-Party Beneficiaries.** Each UL Company other than the UL Contracting Party, including without limitation UL UK shall be an intended third-party beneficiary of the Service Agreement. As such, each UL Company such as UL UK shall be entitled to enforce the provisions of the Service Agreement in its own name and for its own benefit. Except as aforesaid, the Parties intend that no provisions of this Agreement shall in any way benefit any other third party, and that no other entity or person shall have any rights or cause of action under this Agreement.

**17.** The Microgeneration Certification Scheme is defined by the Scheme documentation available at <http://www.microgenerationcertification.org>.