

PHOTOVOLTAIC FIELD INSPECTIONS SERVICES SERVICE TERMS

These Service Terms shall govern Photovoltaic (“PV”) Field Inspection 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 Field Evaluation 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.** We will perform inspection, assessment and/or audit services for you in accordance with your instructions and agreed upon by us as stated in individual written Quotations or Project Confirmations that we will furnish you from time to time. PV Field Inspections will be limited to an assessment of a sampling of your systems conformity to requirements, specifications, and/or protocols identified by you, agreed upon by us and identified in the Quotations or Project Confirmations. PV Field Inspection Services assess compliance with applicable requirements and are limited to the features and characteristics that can be evaluated at the installed site without damage to the system components. PV Field Inspections will not result in our issuing product safety certification of any product, PV system or registration of any management system.
- 2. Access to Site.** Client shall provide representatives of UL Contracting Party free, safe, and secure access to the site to conduct its PV Field Inspections Services. Client shall ensure that Client and any third party will not attempt to condition the right of UL Contracting Party’s representatives to obtain free access to any site upon the signing of any agreement, waiver or release which in any way purports to affect the legal rights or obligations of UL Contracting Party or its representative. If any representative of UL Contracting Party signs such an agreement, waiver, or release, it shall be considered void and will be of no force and effect. UL Contracting Party will, however, direct its representatives to exercise reasonable care to comply with any site safety regulations provided to UL Contracting Party in advance that are generally applicable to personnel at any such site.
- 3. Price and Schedule.** Our Quotation or Project Confirmation will establish the price and estimated schedule for UL’s Services. Our Quotations and Project Confirmations are subject to change at our discretion, upon reasonable notice to you, depending upon the requirements of the specific services.
- 4. PV Field Inspection.** UL Contracting Party reserves the right to terminate the field inspection if, in UL Contracting Party’s sole discretion, the system features cannot be fully inspected, or the evaluation presents a potential hazard to persons or property.
- 5. Requirements, Specifications and Protocols.** You are solely responsible for establishing all applicable requirements, specifications, and protocols that we may use in performing PV Field Inspections services, regardless of the source of information used to develop the requirements and specifications. We may be able to provide you with assistance in developing protocols that meet your needs, however in all cases you must review and approve the final requirements and/or protocols.

6. **Deliverables.** When we complete the PV Field Inspection Service, we will provide you with a report outlining the inspection activities and results of the services. If requested, we can provide customized report formats and/or inspection findings in summary format.
7. **Cancellation Fees for Audits and/or Assessments.** If you change or cancel your scheduled inspection date you will be responsible for all incurred non-refundable travel costs associate with that audit. Any change or cancellation that occurs within seven (7) days of the scheduled audit will be charged a \$600USD fee in addition to any incurred travel costs.
8. **Use of UL's Names and Marks.** PV Field Inspection will not result in our issuing product safety certification or any authorization to use the Marks. Except as otherwise expressly authorized by us, Client will not use the UL Marks or any other UL Company's name, abbreviation, symbols, Marks or any other form of reference which may be interpreted to refer to a 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.