

PHOTOVOLTAIC TECHNICAL DUE DILIGENCE SERVICE TERMS

These Service Terms will govern Photovoltaic Technical Due Diligence services ("Services") 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 the Client ("you" or "your" as the context requires). 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. The capitalized terms in these Service Terms which are not defined herein will have the same meaning as in the GSA.

- 1. Scope of Service.** We will perform the Services for you in accordance with your instructions as stated in individual written Quotations or Project Confirmations that we will furnish you from time to time. Our Quotations may incorporate a Statement of Work further detailing the Services to be provided. The Services will be limited to an assessment of conformity to those requirements, specifications, and/or protocols you have established and that are set forth in our Quotation. The Services will not result in any safety assessment or our issuing product safety certification of any product, or registration of any management system.
- 2. Price and Schedule.** Our Quotation or Project Confirmation will establish the price and estimated schedule for our 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 project.
- 3. Your Requirements, Specifications and Protocols.** You are solely responsible for establishing all applicable requirements, specifications, and protocols that we may use in performing the Services ("Your Requirements"), regardless of the source of information used to develop them. 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. We are only obligated to perform assessments to Your Requirements that are set forth in our Quotation. We reserve the right to accept or reject any request for Services.
- 4. On-Site Investigations.** At your request, we may perform the Services on-site at your facilities, or at facilities of other parties. You agree that our representatives will have safe, secure, and free access to the facilities where the requested services will be performed. We will 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 will 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 will not be responsible for the non-performance, and you may be charged for any actual expenses we incur including fees for services performed.
- 5. On-Site Project Management.** At your request, we may provide a dedicated on-site employee to manage and coordinate the Services. UL Contracting Party, its employees, and agents will at all times be deemed independent contractors. Nothing will create an employee- employer relationship. UL Contracting Party will be solely responsible for the payment of all wages, fringe benefits, pension schemes,

unemployment, and/or similar expenses and taxes associated with such on-site management.

6. **Disclaimer.** Our Services do not express any representation or warranty of any kind. Our Services are limited to an assessment to Your Requirements at the time the Services are provided only. We do not guarantee, warranty or provide any assurance (express or implied) to you or any party that a positive assessment will result from our Services. You agree that we, in performing our Services do not assume or undertake to discharge any responsibility you may have to any other party and you are not thereby relieved of any contractual obligations or legal liabilities. You recognize that our opinions and findings represent our judgment given with due consideration to the necessary limitations of practical operation and agree that we do not warrant or guarantee our Services, opinions or findings will be recognized or accepted.
7. **Deliverables.** When we complete the Services, we will provide you with a report outlining the method and results of the Services.
8. **Ownership of Work Product.** You will own the test reports or other materials produced by us pursuant to any Quotation under this Agreement. We may retain a copy of the test reports and other materials for our archives.
9. **Cancellation Fees for Inspections.** If you cancel or change an inspection order after 3:00 PM of the working day before the scheduled inspection date, we will charge you the Quotation price plus any travel costs incurred before the cancellation.
10. **Cancellation Fees for Testing.** If you cancel or change a testing order after we receive the sample(s) at the testing facility, we will charge you cancellation fees according to the amount of actual work performed. The minimum cancellation fee is \$100USD or the total amount of the Quotation, whichever is lesser. The maximum cancellation fee is the full amount of the Quotation.
11. **Cancellation Fees for Audits and/or Assessments.** If you change or cancel your scheduled audit or assessment 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.
12. **Use of UL's Names and Marks.** Our Services 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.
13. **Scheduled Dates to Perform and Performance Default.** Any agreed delivery schedules or deadlines are estimates only and not binding, except if they have been expressly convened in writing as a fixed due date for performance. This does not apply for deadlines set by you as a consequence of UL Contracting Party's default. In case of a fixed due date to perform, UL Contracting Party shall be considered to be in default only if the default has not been rectified within a reasonable time after notice thereof has been given by you to UL Contracting Party in writing.

The observance of fixed due dates by UL Contracting Party requires that you carry out in time all Your Client Obligations to cooperate and comply with the agreed payment conditions and all other obligations set out in the GSA, Statement of Work or Quotation. If you do not fulfil these requirements (whether your fault or not) within the time specified, the fixed due dates to perform shall be postponed accordingly. UL Contracting Party reserves the right to raise further objections provided by law.

In the event of delay of the Services, you may withdraw from the agreement only if UL Contracting Party is responsible for the delay of performance. Upon UL Contracting Party's request, you shall declare within a reasonable time whether you intend to withdraw from the agreement because of the delay or whether you insist upon performance.

For all services, correct and punctual deliveries by UL Contracting Party's own suppliers shall be reserved, subject to a specific agreement to the contrary in writing between UL Contracting Party and you. Subject to this exception, UL Contracting Party is not liable for delays resulting from an incorrect or delayed delivery by their own suppliers. In these cases, UL Contracting Party is furthermore entitled to withdraw from the individual service agreement.

14. Client's Obligation to Cooperate. In order to enable UL Contracting Party to duly perform the Services, all conditions of a technical and non-technical nature as set forth in the Quotation, in your GSA and in these Photovoltaic Technical Due Diligence Service Terms, must be fulfilled. You are particularly bound by the following responsibilities:

- a) You agree to make available and if necessary update any and all data required by UL Contracting Party in pursuance of our activities.
- b) You agree to support the project by participating in any scheduled work meetings and by appointing a responsible contact person.
- c) The designated contact person working with UL Contracting Party must be empowered to take any necessary decision with respect to the Services.
- d) If it is necessary to operate the item to be examined (e.g. photovoltaic equipment) manually or to carry out special operations on the item during the installation or commissioning or calibrating of UL Contracting Party's equipment, qualified and authorized personnel provided by you must be available and permitted to carry out any necessary operation.
- e) For any fieldwork (e.g. installation of equipment, repair of equipment or manual measurements) not contemplated by the Quotation, a mutual agreement with respect to time and scope of such work between you and UL Contracting Party shall be made.

15. Conditions for Accuracy and Usability of Measurement Results. The evaluations offered by UL Contracting Party require correctness of all project-relevant information material delivered by you. If, due to a low quality of data or project material, a higher expense for evaluation will be necessary, the arising extra cost and expenses will be charged after informing you and upon your written acceptance of such costs. If you do not agree to bear the additional cost and expenses, the assessment will be done

on the basis of the offered services using the delivered data, accepting possible restrictions in accuracy and usability of the results.

16. Your Further General Obligations. Unless agreed otherwise in writing, you, at no cost to UL Contracting Party, are bound in particular by the following obligations:

- a) You shall pay the agreed prices on time.
- b) You shall inform UL Contracting Party without delay in writing about any perturbations, transmission errors and obstacles. You shall take any reasonable measures suitable to minimize any damage. You will allow UL Contracting Party, or any third person authorized by UL Contracting Party to access your technical facilities, to the extent that this is necessary for the repair or examination of perturbations, and transmission errors or obstacles.
- c) You shall provide and maintain at your own cost the technical installations necessary for receiving or using the Services performed by UL Contracting Party. You shall provide at your own costs the electric power to run these technical installations.
- d) You shall protect any user and access authorizations given (passwords) to you as well as any data transfer and communication addresses that must be protected from any illegal access by third parties. The storage and administration of user and access authorizations as well as data transfer and communication addresses is performed by you.
- e) You shall compensate any expenses incurred by UL Contracting Party in relation to (i) control, examination and error repair measures caused by you (e.g., further to an error or malfunction notification), except if the error or malfunction is due to UL Contracting Party's service performance, or is in relation to a technical installation used for the service performance; or (ii) it results from the breach of one of your aforementioned obligations. Any man-hours or work units completed will be remunerated pursuant to UL Contracting Party's then applicable rates.
- f) In case of damage to UL Contracting Party's measuring equipment due to force majeure (in particular as caused by nature, such as lightning or similar occurrence), i.e. without fault by either one of the parties, the costs for hardware damages shall be borne by UL Contracting Party via an insurance effected for this purpose, except for any labor costs, including travel expenditures incurred for the repair of the hardware damages, which shall be borne by you.