

PRELIMINARY INVESTIGATION AND MANAGEMENT SYSTEM GAP ANALYSIS SERVICES SERVICE TERMS

These Service Terms shall govern Preliminary Investigation (PI) and Management System Gap Analysis Services performed by the 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 Preliminary Investigation and Management System Gap Analysis 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.** UL Contracting Party will investigate Client’s products or portions thereof, and product drawings or similar information, to determine compliance with UL Contracting Party’s requirements and/or will assess management systems. These Services shall not result in UL Contracting Party issuing product safety certification or management registration. The Services requested by Client for specific projects shall be set out in a Quotation or Project Confirmation.
2. **Price.** A Quotation or Project Confirmation will establish the price for the Services. The price will depend upon the type of product and the test requirements. All Quotations and Project Confirmations are subject to change at UL Contracting Party’s discretion, upon notice to Client, and depending upon the requirements of the specific project.
3. **PI Samples.** UL Contracting Party will examine and test one or more samples of the product. The number of samples required will depend upon the product, the number and type of tests required, and other factors. Once UL Contracting Party has determined the investigation program for the product, UL Contracting Party will inform Client of the number of samples needed.
 - **Shipping Samples.** UL Contracting Party will provide Client with information on where to ship the product. Usually, UL Contracting Party will ask Client to ship product samples to a nearby UL Contracting Party facility. *To avoid unnecessary shipping expenses, Client should not send samples until UL Contracting Party requests them.*
 - **Oversized Samples.** Some products or systems cannot be shipped easily or economically to UL Contracting Party for testing. If a product cannot be shipped to UL Contracting Party, the parties will mutually agree upon other ways to investigate Client’s product at Client’s facility or other locations.
 - **Testing and Return of Samples.** A PI will not physically destroy Client’s samples. However, samples may be damaged by a PI. *UL Contracting Party shall not be responsible for lost, damaged, or destroyed samples, or for injuries or damages of any nature caused by any sample.*
4. **Deliverables.** UL Contracting Party will provide Client with a report indicating the results of the Services. Any report issued will not indicate acceptability of the product for UL Contracting Party’s product safety certification or management registration. Client may not use any such report to convey the impression that the product has been or is

eligible for UL Contracting Party's product safety certification or management registration.

5. **Use of Names and Marks.** The 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, symbols, Marks or any other form of reference which may be interpreted to refer to 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.
6. **Insurance.** Client shall present to UL Contracting Party's satisfaction a certificate of insurance showing UL Contracting Party as an additional insured under a Comprehensive General Liability insurance policy with limits of \$1 million (USD) per occurrence and \$2 million (USD) in the aggregate through either a single primary Comprehensive General Liability policy or through a combination of a Comprehensive General Liability policy and an Excess Liability policy. Client shall maintain such insurance in effect for the duration of the Service Agreement with UL Contracting Party and shall present a certificate evidencing such insurance to UL Contracting Party.