

## Thailand – TISI Inspection Service Terms

These Service Terms shall govern the Thai Industrial Standards Institute (“TISI”) Inspection Program performed by the UL Contracting Party (as identified in the Quotation or Project Confirmation and set out your responsibilities and obligations as a Client (“you” or “your”) as the context requires). The TISI Inspection Program is administered by TISI in accordance with the National Standardization Act B.E. 2551 (2008).

Underwriters Laboratories (Thailand) Limited (“UL Thailand”) is an inspection body accredited by National Accreditation Council (“NAC”) and recognized by TISI for the TISI Inspection Program. These Service Terms and the terms of the Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of the Service Agreement entered into by the Parties for TISI Inspection 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.** UL Contracting Party on behalf of and under the authority of UL Thailand will conduct inspection of Client’s factory in accordance with the TISI Inspection Program Requirements which covers all TISI mandatory activities in the factory such as (1) Purchasing and material control; (2) Manufacturing and control process; (3) Finish goods control; (4) Non-comply product control; (5) Measuring Equipment control; and (6) Document and record control (“Services”). “TISI Inspection Services” means inspection of certain device or equipment (“Inspected Products”), and manufacturing process(es) of the factory in accordance with the TISI Inspection Procedure, for UL Contracting Party or another UL Company to determine if it satisfies TISI Inspection Program Requirements.
2. The Services requested by Client for specific projects shall be set out in a Quotation or Project Confirmation.
3. **TISI Inspection Requirements.** “TISI Inspection Requirements” means, solely for the purpose of these TISI Inspection Service Terms, any requirements imposed by UL Thailand including without limitation the description, specifications and requirements contained in the TISI Inspection Procedure.
4. **Price.** A Quotation or Project Confirmation will establish the price for Services. The price will depend upon the type of product and production sites. All Quotations and Project Confirmations are subject to change at UL Contracting Party’s discretion, upon reasonable notice to the Client, due to various factors, including but not limited to additional project requirements or changes in the scope of the Services.
5. **Compliance with Thailand TISI Inspection Program Requirements.** If a Client’s factory is found in compliance with TISI Inspection Program requirements, UL Thailand will issue a TISI Inspection Report (“Inspection Report”) to Client. UL Thailand reserves the right to notify Client and TISI if their Factory fails to comply with the applicable TISI Inspection Program requirements.
6. **Service Agreement with UL Contracting Entity.** If a product or product category is produced at more than one Factory, the Client and Factory may receive more than one TISI Inspection Procedure and require a separate Service Agreement for TISI Inspection Service with UL Contracting Party.

7. **Access to Facilities.** The Client acknowledges and agrees that representatives of UL Contracting Party, as well as any third-party observers accompanying the representatives, shall have free, announced, immediate, safe and secure access to factories during normal business hours or when the factory is actually in operation. Client agrees to provide UL Contracting Party's representatives and third-party observers with all applicable safety, and other, protections required by law for Client's own employees, including, without limitation, all applicable rules and regulations. Client will not attempt to restrict the right of UL Contracting Party's representatives, or the third-party observers accompanying the representatives, to obtain free access to a factory upon 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 representative to exercise reasonable care to comply with any plant safety regulations generally applicable to any such factory.
  
8. **Limitation of Liability for TISI Inspection Service.** Client expressly acknowledges and agrees that TISI Inspection Service – including, without limitation, UL Contracting Party's inspection of facilities where the Inspected Product is manufactured or assembled and UL Contracting Party's examination or testing of sample manufactured Inspected Product does not in any way relieve Client of any responsibility for the design, manufacturer, testing, marketing, and sale of the Inspected Product. Rather, Client acknowledges and agrees that TISI Inspection Service is designed solely to serve as a check on the means that the Factory is using to determine the continued conformity of the Inspected Products to TISI Inspection Requirements. Client further acknowledges and agrees that TISI Inspection Service is designed to supplement, and not to supplant, Client's own efforts to examine and to test the manufactured Inspected Product. Factory agrees to maintain appropriate testing and measuring equipment at its facilities. Factory will ensure that the testing and measuring equipment is properly calibrated and maintain appropriate records of calibration for the equipment. Factory will make its calibration records and its testing and measuring equipment available to UL Contracting Party during the TISI Inspection as appropriate for the Inspected Products.
  
9. **Inspected Product Information.** UL Contracting Party is entitled to receive information obtained, developed, or collected by Client regarding the field performance of a Inspected Product. Client agrees to make available to UL Contracting Party for inspection and copying, all documents, test results and other information, and keep a record of all complaints made known to the Client relating to any Inspected Product in compliance with TISI Inspection Requirements and make these records available to UL Contracting Party when requested. Client agrees to take appropriate action to respond to such complaints and any non-compliance with TISI Requirements and keep record of such actions. Client agrees that UL Contracting Party may share such information with our UL Companies and subcontractors worldwide. Specifically, with respect to documents provided by Client to local or governmental agency, Client authorizes such agency to make those documents available to UL Contracting Party for inspection and copying. Client agrees that it will cooperate with and assist UL Contracting Party in connection with its investigation of any affected Inspected Product and undertake such corrective action as is in the best interest of public safety.

10. **TISI Inspection Service Fees.** Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party or another UL Company will bill the Client for TISI Inspection Service at UL Contracting Party's current rates, which UL Contracting Party may, in its sole discretion, and upon notice to the Client, change from time to time. TISI Inspection Service charges may vary, depending upon the nature and extent of the necessary inspections, examination, and testing that UL Contracting Party may undertake, including any costs resulting from the failure of the Inspected Product to conform to TISI Requirements or from insufficient Manufacturer quality control procedures. Charging of such costs shall not limit UL Contracting Party's other remedies for such non-conformity.
11. **Expenses.** Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party or another UL Company will bill the Client for all reimbursable expenses associated with any TISI Inspection Services, which may include, travel expenses, carrier communications, special equipment charges, materials, energy, fuel, services of outside contractors or facilities, charges for photographs, drawings, reproductions, and printing, and charges for preparation of extra copies of UL Contracting Party reports and other documents.
12. **Deliverables.** We will provide you with a report outlining: (i) your instructions and request for Services accepted by us, (ii) Your Requirements used in providing the Services, (iii) the Services performed, and (iv) the results of those Services. We are under no obligation to refer to or report on any facts or circumstances which are outside your specific instructions received and accepted by us. We do not guarantee that our opinions or findings will be recognized or accepted by third parties.
13. **Changes or Revision of TISI Inspection Scheme requirements.** In case of any revision of the TISI Inspection Scheme requirements related to the products which have already been inspected, UL Thailand will inform the Client about the revisions. The Client must follow the requirements of the revised TISI Inspection Scheme requirements. UL Contracting Party will evaluate, assess and determine if the Client's factory complies with the requirements of revised TISI Inspection Scheme requirements.
14. **Complaints and Appeals.** The Client can submit a complaint in writing to UL Thailand relating to the activities that UL Thailand is responsible for. UL Thailand will follow up on the complaint and communicate the results of the resolution to the Client.

An appeal must be made in writing and delivered to UL Thailand no later than thirty (30) days after the complaint settlement decision is received by the complainant. Results of the appeal will be communicated to the parties concerned and the decision cannot be contested.