

## EUROPEAN Ex SERVICE FACILITY SCHEME SERVICE TERMS

These Service Terms shall govern the European Ex Service Facility Scheme Service provided by the UL Contracting Party utilizing its affiliate, UL International Demko A/S (“UL Demko”) which is a Certification Body (CB) under relevant parts of EN 60079-19, relevant parts of ATEX 2014/34/EU guidelines, relevant parts of the Directive 1999/92/EC of 16 December 1999 on minimum requirements for improving the safety and health protection of workers potentially at risk from explosive atmospheres and relevant parts of ATEX 1999/92/EC guidelines, (“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 (the “GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for the European Ex Service Facility Scheme. 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.**

These Service Terms govern Client’s relationship with us as: (a) an “Applicant,” who submits documentation to us for an European Ex Service Facility Scheme; and the eligibility of such documentation for the European Ex Service Facility Scheme Certificate; and/or (b) a “Service Facility,” who carries out service according to European Ex Service Facility Scheme requirements.

European Ex Service Facility Scheme will only be established or maintained for the Applicant and Service Facility that have entered into, and comply with, the terms of all applicable agreements with us.

The Services requested by you for specific projects shall be set out in individual Application, Quotations or Project Confirmations.

The European Ex Service Facility Scheme is defined in the relevant parts of EN 60079-19 relevant parts of ATEX 2014/34/EU guidelines, relevant parts of the Directive 1999/92/EC of 16 December 1999 on minimum requirements for improving the safety and health protection of workers potentially at risk from explosive atmospheres and relevant parts of ATEX 1999/92/EC guidelines. We can provide the following service according to the European Ex Service Facility Scheme:

**European Ex Service Facility Certificate.** For this Service, an European Ex Service Facility Certificate with an expiration date may be issued to you by us. This Certificate serves as notice to you that your specific facility that we assessed and audited complies with the requirements detailed in your Facility Audit Report (FAR) according to the European Ex Service Facility Scheme. Your service facility premises will be subject to on-going surveillance audits by us in order to keep the Certificate valid. You agree that any marking will be applied by you according to the European Ex Service Facility Scheme requirements.

**2. Eligibility of Your Facility for an European Ex Service Facility Certificate/Facility Audit Report (FAR).**

- 2.1 Each of Client's facilities operating under the European Ex Service Facility Scheme shall be initially assessed and periodically reassessed thereafter by the Certification Body (CB), or a party designated by CB, to establish and verify conformance of that facility with generally accepted service practices, as required by European Ex Service Facility Scheme. The frequency of such reassessments shall be determined by CB in its sole discretion. CB's assessments shall be based upon the applicable requirements, which may be revised from time to time.
- 2.2 The Service Facility shall, for the period of ten (10) years after expiration date of the Certificate, develop and retain the documentation, information, decisions, reports and other types of records.
- 2.3 Client's continued validity of their European Ex Service Facility Certificate/FAR is subject to satisfactory performance according to applicable requirements mentioned in the Scope, which may be revised from time to time. To the extent it is applicable, the most current version of the requirements, are incorporated herein by reference and made fully a part hereof, except when otherwise modified or supplemented by the Service Agreement.
- 2.4 At all times with short-notice, during business hours or when your assessed facility is in operation, our representative(s) shall have free and immediate access to the facility for the purposes of observing service, and verifying compliance of the facility with the applicable requirements mentioned in the Scope, investigating complaints, changes or follow up on suspension.
- 2.5 The right of our representative(s) to obtain such free access to your facility shall not be conditioned upon the execution of any agreement, waiver, or release which in any way purports to affect the rights or obligations of us or any of our representatives, and any such document executed in contravention of this provision shall be without force and effect. We shall direct our representatives to exercise due care in complying with any safety regulations which may be applicable generally to your employees or property.
- 2.6 Additionally, representatives of any accreditation body/authorities shall have free access to the factory location to monitor UL's representatives conducting audits at the factory. Such access by our representatives, or any representatives of Accreditation Body/Authorities, shall not be conditioned upon execution of any agreement, waiver, or release which in any way purports to limit the rights or obligation of any of our representatives, or the representatives of Accreditation Body/Authorities; and any such document executed in contravention of this provision shall be without force and effect.

**3. Cost of Investigation.**

- 3.1 The Quotation or Project Confirmation will establish the price for the Services. The price set forth in the Quotation or Project Confirmation will depend upon the type and scope of the Service(s) requested. The Quotation or Project

Confirmation is subject to change at our discretion, and upon reasonable notice to you, due to any additional project specific requirements or scope changes.

- 3.2 European Ex Service Facility Certificate/Facility Audit Report (FAR) fees. Unless we expressly agree in writing otherwise, we will bill the Applicant for Services at our then-current rates, which we may, in our sole discretion, and upon notice to the Applicant, change from time to time. Charges for Services may vary, depending upon e.g. the size of the service facility, number of protection methods involved and whether ISO 9001 registration is maintained.
- 3.3 Fees and expenses incurred by us shall be charged at the current billing rates. These expenses may include, without limitation: travel expenses; carrier, communications, and special equipment charges; materials, energy, and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of reports and other documents. Fees and expenses incurred by us shall be charged at the current billing rates. You shall pay all invoices in accordance with the terms of the GSA.

#### **4. Compliance with the requirements in the European Ex Service Facility Scheme.**

- 4.1 If your Service Facility is found to be in compliance with all applicable requirements, an appropriate Certificate will be issued by us. You agree that the Service Facilities for which the certificate has been issued will comply with the applicable requirements in the European Ex Service Facility Scheme, at all times.
- 4.2 You agree that the Certificate mentioned above shall not be used in any form of advertising or sales promotion.

NOTE: This requirement does not preclude the holder of an European Ex Service Facility Certificate from making reference to the existence of that document in business correspondence related to equipment for which a Certificate has been issued as appropriate.

- 4.3 You shall promptly notify us of any changes in the quality program, facilities, equipment, personnel and procedures according to applicable requirements in the European Ex Service Facility Scheme.
- 4.4 You shall inform us of any complaints received that may affect the certification, and in case of non-compliance, to take necessary corrective actions including recall.
- 4.5 If, in our sole opinion, you obstruct our representatives in any way, according to the rules in the European Ex Service Facility Scheme, we reserve the right to withdraw the European Ex Service Facility Certificate. Upon withdrawal of the Certificate, you must discontinue your use of all advertising that contains reference to this Certification.
- 4.6 We shall suspend certification in cases when:

- your certified quality management system has persistently or seriously failed to meet the European Ex Service Facility Scheme requirements, including requirements for the effectiveness of the management system,
- after you have been certified, you do not allow surveillance or recertification audits to be conducted at the required frequencies, or
- after you have been certified, you voluntarily request a suspension.

Under suspension, your Certification is temporarily invalid and you will refrain from further promotion of the European Ex Service Facility Certificate.

## 5. **Complaint.**

- 5.1 Any person may lodge a complaint (the “Complainant”) regarding our auditors, services or against a Client certified by us. All complaints received orally or in writing shall be investigated by us. If a complaint is communicated orally, the Complainant will be encouraged to submit a documented complaint to us. If the Complainant wants a formal response from us regarding their complaint, the Complainant should submit their request for a formal response in writing to us. Complaints that are not submitted formally in writing to us by the Complainant do not require a formal response from us.
- 5.2 A complaint about you will only be handled by us if the complaint was submitted by the Complainant to you beforehand. In this way you have the opportunity to solve any problems by yourself.
- 5.3 All complaints we received about you are generally acknowledged by us within forty-eight (48) hours of submittal to us by the Complainant. We will communicate the results of the investigation and issue resolution to you via telephone or e-mail.
- 5.4 When the complaint is about a Client certified by us, we shall determine, together with the Client and the Complainant, whether, and, if so to what extent, the subject of the complaint and its resolution shall be made public.
- 5.5 If the Complainant is not satisfied with the results of the investigation and our corrective/preventive actions, we shall inform the Complainant of their right to make their complaint to a higher-management level within our organization.

6. **Appeals.** If a Client is denied the Service mentioned under Scope of Service or a Client has its Certificate suspended or withdrawn by us, the Client may appeal this decision within four (4) weeks after receiving such denial of Service from us.

7. **Use of Name or Marks.** An European Ex Service Facility Scheme investigation shall not result in us issuing to you a service facility certification or any authorization to you to use the UL Contracting Party’s, UL Demko’s, or any other UL Company’s name or Marks. Unless additionally evaluated and explicitly authorized by us, you shall not use the UL Contracting Party’s, UL Demko’s, or any other UL Company’s, name, abbreviation, or symbols, or any other form of reference which may be interpreted to refer to the UL Contracting Party, UL Demko, or any other UL Company, on any goods or your containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.