

SINGAPORE PRODUCT LISTING SCHEME (PLS) SERVICE TERMS

These Services Terms shall govern the Singapore Product Listing Scheme (“PLS”) 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 (“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 for Singapore PLS 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.** Upon confirmation that said product in the shipment complies with the requirements of UL certification and “Certification of Regulated Fire Safety Products” issued by Singapore Civil Defence Force Fire Safety Shelter Department (FSSD) on 15 April 2008, the UL Contracting Party will issue to Client a Certificate of Conformity (CoC) stating that Client’s products that are ready to be shipped to the Singapore market comply with standards and/or technical requirements issued and determined by PLS under the Singapore Fire Code. The specific approved standards and technical regulations in Singapore applicable to the product(s) will be written on the CoC that will accompany each product. The Services requested by the Client and to be provided by UL Contracting Party for specific projects shall be set out in an individual Quotation or Project Confirmations.
- 2. Client Responsibilities.** Client agrees to be responsible for any and all products shipped into Singapore under a CoC. In the event where UL Contracting Party has issued a CoC to Client but the products shipped by Client under that CoC do not comply with the standards and/or technical requirements as specified in that CoC, Client agrees that it will take any and all responsibility for such non-compliance. Responsibilities include but are not limited to the costs of any recall of said products, indirect and direct cost related to any damages caused by said products within Singapore and any fines or damages levied upon the UL Contracting Party by Singapore Accreditation Council, any Singapore entity, or individual due to such non-compliance. Client agrees to allow the UL Contracting Party to notify Singapore Civil Defence Force (“SCDF”) or other Singapore authorities, such as Singapore Customs, of any non-conformity found at point of inspection of shipment (“Manufacturing Location”) where Client does not take corrective action to remedy the situation. For the avoidance of doubt, this is applicable only when the Client’s Manufacturing Location is in Singapore.
- 3. Access to Site.** Client shall provide representatives of UL Contracting Party as well as any third-party observers accompanying the representatives, free, safe, and secure access to the site where products are being loaded into shipping containers or to conduct its shipments inspection or product installed site inspections as per the Singapore Accreditation Council (SAC) CT 12. 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. In the event where Client is importing products into Singapore, Client agrees to provide UL Contracting Party representatives and third-party observers with all applicable safety and other protections required by law for Client’s own employees, including, without limitation, all U.S. Occupational Safety and Health Administration rules and regulations or any non-U.S. equivalents such as the Workplace Safety and Health Act

in Singapore. If the Client or end-user site representatives require UL Contracting Party's representatives to participate in additional training to permit site access, UL Contracting Party may quote for additional fees. UL Contracting Party reserves the right to not perform shipment inspection if, in UL Contracting Party's sole discretion, the site presets a potential hazard to person or property.

4. Price. The UL Contracting Party's Quotation or Project Confirmation will establish the price for the UL Contracting Party's Services. The price guideline for the issuance of the CoC is set by UL Contracting Party. Any costs involved with testing, evaluation, inspections and certification of the product to Singapore PLS requirements will be quoted separately and set by the UL Contracting Party and is subject to change at the UL Contracting Party's discretion, upon reasonable notice to the Client, due to any additional project specific requirements or scope changes.

5. Compliance with PLS requirement. As a pre-requisite for the UL Contracting Party issuing a CoC, Client's products must comply with PLS requirements. This includes evaluations to any required PLS. This may also include Client's manufacturer being subject to audits as required by PLS and SCDF including but not limited to visits to their authorized factory(ies). If an audit is required by the SCDF, Client agrees that it will give the authorized Singapore representative full and unfettered access to their factory. All such factory visits will be accompanied by the UL Contracting Party's authorized inspection representative and will be billed to Client at the UL Contracting Party's current rates.

6. Singapore Product Listing Scheme (PLS) and ISO/IEC 17065 Requirements. As an accredited certification body, UL Contracting Party and UL Singapore comply with the PLS and ISO/IEC 17065. Consistent with these requirements, Client understands and expressly agrees that, according to section 4.1.2.2 of ISO/IEC 17065:

- 6.1. Client will, at all times, fulfill the certification requirements, including implementing appropriate changes when they are communicated by UL Singapore or SCDF (4.1.2.2 a);
- 6.2. if the certification applies to ongoing production, the certified product continues to fulfil the product requirements (4.1.2.2 b);
- 6.3. the client makes all necessary arrangements for: (1) the conduct of the evaluation and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors; (2) investigation of complaints; and 3) the participation of observers, if applicable (4.1.2.2 c);
- 6.4. Client will make any claims regarding certification consistent with the scope of certification (4.1.2.2 d);
- 6.5. Client will not use its product certification in such a manner as to bring UL Singapore into disrepute and does not make any statement regarding its product certification that UL Singapore may consider misleading or unauthorized (4.1.2.2 e);
- 6.6. upon suspension, withdrawal, or termination of certification, the Client will discontinue its use of all advertising matter that contains any reference thereto and takes action as required by the PLS and takes any other required measure (4.1.2.2 f);

- 6.7. if Client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the PLS (4.1.2.2 g);
- 6.8. in making reference to its product certification in communication media such as documents, brochures or advertising, the Client will comply with the requirements of UL Singapore or as specified by the PLS (4.1.2.2 h);
- 6.9. the client keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and (1) takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification; (2) documents the actions taken (4.1.2.2 j);
- 6.10. Client will inform UL Singapore, without delay, of changes that may affect its ability to conform with the certification requirements such as modifications to the product. (4.1.2.2 k).

7. Use of name and Marks. Singapore PLS service shall not result in the UL Contracting Party issuing product safety certification or any authorization to use the UL Marks. Unless explicitly authorized by the UL Contracting Party, Client shall not use the UL Contracting Party'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 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.

8. Singapore PLS Label. The regulated fire safety product under Discrete System certified by UL Singapore shall require to be affixed with product labels which are water-proof, tamper-proof, which indicate the product category, unique label identification number and UL's logo. The Client shall procure the labels only through UL International-Singapore Pte Ltd. The labels shall be applied in the manufacturing location before it leaves the premises. The record for each labels used shall be maintained and provided when requested during factory inspection.