

TERMS AND CONDITIONS: AIR AND WATER FIELD TESTING SERVICES

These Service Terms shall govern Air and Water Field Testing Services performed by UL Solutions 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 Air and Water Field Testing 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 Solutions Contracting Party will conduct on-site field testing of installed fenestration products to evaluate air infiltration, water leakage and/or other performance attributes to specified standards to determine compliance with the applicable requirements of the specified standards. The Services shall not result in UL Solutions Contracting Party issuing certification of any product, registration of any management system, or certification of compliance with building codes. The Services requested by Client and to be provided by UL Solutions Contracting Party for specific projects shall be set out in individual Quotations or Project Confirmation.
2. **Price:** A Quotation or Project Confirmation will establish the price for UL Solutions Contracting Party's Services. The price will depend upon the test specifications, fenestration product types, sizes, and reasonable internal and external access to fenestration products to be evaluated. Quotations and Project Confirmations are subject to change at UL Solutions Contracting Party's discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
3. **Standards and Specifications:** Air and Water Field Testing conducted by UL Solutions Contracting Party will be performed in accordance with the standards and specifications provided by the Client and established by the codes, regulations, Standards, and specifications identified in the contract documents provided by Client. It is understood and agreed by Client that UL Solutions Contracting Party assumes no responsibility or liability concerning whether the Standards and specifications are appropriate for testing the specimens.
4. **Service Limitations:** Client agrees that UL Solutions Contracting Party is not responsible for recommending corrective action for nonconforming specimens identified in Reports or taking corrective action to resolve nonconforming specimens identified in Reports. Services are performed solely for the benefit of the Client. It is understood and agreed by Client that the Reports provided as part of the Services are limited in scope to the specimens tested by UL Solutions Contracting Party and that the Report makes no representation concerning other specimens not tested to the Standards and specifications.
5. **Access to Facilities:** Client agrees that UL Solutions Contracting Party's representatives shall have free, safe, and secure access to facilities so that UL Solutions Contracting Party may perform the requested testing. Client agrees to provide UL Solutions Contracting Party's representatives with all 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. The right of UL Solutions Contracting Party's representatives to obtain free access to a facility shall not be conditioned upon the signing of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of UL Solutions Contracting Party or UL Solutions Contracting Party's representative. If any of UL Solutions Contracting Party's representatives sign such an agreement, waiver, or release, it shall be considered void and have no force and effect. However, UL Solutions Contracting Party shall direct its representatives to exercise due care to comply with any plant safety regulations generally applicable to personnel at the facility.
6. **Damage and/or Repairs:** Client shall not hold the UL Solutions Contracting Party responsible for damage or repairs:
 - a. To any fenestration product incurred as a result of the preparation or the performance of the tests.
 - b. Which might result from any water migrating to unwanted areas surrounding the test locations.
 - c. Which might result from the taping and construction of the interior test chamber, or conducting the tests.
 - d. Which might result from any directed investigation into the cause of any failure.
 - e. From falling objects caused by setting up, testing, and/or the removal of the test chamber and equipment.

7. **Isolate Work Area, Protection from Damage and Repairs:** Client shall be responsible for the following:
 - a. Isolating the work area from all non-essential personnel and pedestrian traffic if work is required to be conducted above a populated or trafficked area.
 - b. Providing protection from damage from falling objects caused by setting up, testing, and/or the removal of test chamber and test equipment.
 - c. Repair to drywall and trim after testing has been completed.
8. **Deliverables:** Upon completion of Air and Water Field Testing, a report will be issued to Client. The report will identify the fenestration products, results of the Air and Water Field Testing and compliance or non-compliance of fenestration products to the specified standards or specifications.
9. **Use of Names and Marks:** Air and Water Field Testing Services shall not indicate compliance with any UL Solutions Contracting Party product certification program or result in UL Solutions Contracting Party issuing certification or authorization to use the Mark.
10. **Our Functions:** You acknowledge and agree that we are not a designer, manufacturer, marketer, seller, endorser, guarantor, or insurer of your products or systems of any kind. By providing the Services we are not assuming, and we disclaim any obligation, including any duty of care toward you or any third party related to the design and testing by entities other than a UL Company. You agree that:
 - a. Our provision of Services is not intended to supplant your examination.
 - b. By our performance of Services, we are not assuming any duty that you have to examine.
 - c. We are not endorsing, or warranting the safety or performance of such product(s) or system(s).
11. **GSA Terms:** With regard to Follow-up Services (Section 2 of the GSA) and Samples (Section 6 of the GSA) it is agreed and understood between the Parties (you and us) that there is no Follow-up Service related to this offering and that you are not required to send any Samples as defined in Section 6 of the GSA to the UL Solutions Contracting Party or any UL Company.