

SERVICE TERMS: ICC-ES AUDIT

These Service Terms and Conditions shall govern AC-10 Audits performed by UL Solutions Contracting Party (as identified in the Quotation or Project Confirmation) on behalf of International Code Council–Evaluation Service (“ICC-ES”) 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 AC-10 Audit Services. The capitalized terms in these Service Terms shall have the same meaning as in the GSA.

- 1. Scope of Service.** Client authorizes UL Solutions Contracting Party to perform audits of Client’s quality management system and quality documentation system on behalf of ICC-ES for compliance with ICC-ES AC-10 and/or the Evaluation Report. The Services requested by and to be provided by UL Solutions Contracting Party shall be set out in individual Quotations (“Quotation”).
- 2. Price.** A Quotation or Project Confirmation will establish the price for UL Solutions Contracting Party’s Services. The price is subject to change at UL’s discretion, upon reasonable notice to Client. UL Solutions Contracting Party may require a preliminary deposit before beginning services. Invoices are due and payable without discount or set off within thirty (30) days of the date of the invoice. Client shall pay the full amount of the invoice(s) regardless of the result of its audits.
- 3. Deliverables.** Upon completion of an audit, UL Solutions Contracting Party will provide Client and ICC-ES, with a report outlining the results of the audit. If UL Solutions Contracting Party requires Client to resolve any non-conformances, Client will correct these items prior to the report being deemed final. Except as recorded in the report, UL Solutions Contracting Party makes no statement, express or implied, as to the construction, materials, or design of audited product.
- 4. Reporting of Results and Major Deviations.** Client authorizes UL Solutions Contracting Party to report audit results, including corrective actions when required, to ICC-ES. If major deviations or non-conformances are found during the audit, the ICC-ES Coordinator will notify ICC-ES. A major deviation is one that could affect the safety of the product. If the major deviation is not resolved within 10 days, the Evaluation Report may be cancelled. Additional charges may apply for resolving any major deviation or non-conformance.
- 5. Transmission of Information.** Client authorizes UL Solutions Contracting Party to transmit unencrypted Client Confidential Information and other information through the Internet or a public network to e-mail addresses and/or other locations provided by Client. Client acknowledges that UL Solutions Contracting Party cannot guarantee the privacy and confidentiality of such transmissions and agrees that UL Solutions Contracting Party shall not be liable for any damages resulting from such transmissions.
- 6. Access.** Client acknowledges and agrees that UL Solutions Contracting Party’s representatives (including UL’s Accreditation Body representatives) shall have free, safe, and secure access to factories and/or storage facilities where the covered Product(s), or any components thereof, are fabricated, processed, finished, stored, and/or located, during normal business hours and/or when the factory or storage facilities are actually in operation so that UL Solutions Contracting Party may perform the requested audits. 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 applicable Occupational Health & Safety rules and regulations in effect. Client shall not attempt to condition the right of UL Solutions Contracting Party representatives to obtain free access to a factory and/or storage facility 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 its representative. If any UL Solutions Contracting Party representative signs such an agreement, waiver, or release, it shall be considered void and shall be of no force and effect. UL Solutions Contracting Party shall, however, direct its representatives to exercise reasonable care to comply with any plant safety regulations generally applicable to personnel at any such factory or storage facility.
- 7. No Opinion.** To the extent ICC-ES has not already issued an Evaluation Report, Client agrees that UL Solutions Contracting Party is not providing any opinions or findings regarding whether Client qualifies for certification and/or will be issued an evaluation report by ICC-ES.

- 8. Use of Names and Marks.** AC-10 inspections shall not result in UL Solutions Contracting Party product safety certification of any product, or any authorization to use the Marks. Except as otherwise expressly authorized by UL Solutions Contracting Party, Client shall not use UL Solutions 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 Solutions 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 any specific language requirement.
- 9. Independent Contractor.** UL Solutions Contracting Party is an independent contractor. UL Solutions Contracting Party and Client intend that nothing in these Service Terms shall be construed as creating an employment relationship, joint venture or other business group or concerted action.

