

## SERVICE TERMS: UL-AU MARK SCHEME

These Service Terms shall govern UL-AU Mark Scheme Services performed by UL Solutions Contracting Party (“we”, “our”, or “us” as the context requires) 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 UL-AU Mark Scheme Service. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

### A. UL-AU Mark Scheme Services.

#### 1. Scope of the Services. These Service Terms govern your relationship with us as:

- a. An “Applicant,” who submits devices, equipment, materials, or systems (“Product(s)”) to us for a “Product Investigation” designed to assess:
  - 1) The Product’s conformity to applicable UL-AU Mark Scheme requirements, including, without limitation, program requirements, any applicable IEC technical standards and relevant Australian and/or New Zealand regulatory requirements, if any, and any applicable UL-AU Mark Scheme Factory Inspection Service requirements (collectively, “UL-AU Requirements”), and
  - 2) The eligibility of such Product(s) for the UL-AU Mark Scheme Certificate and UL-AU Mark Scheme Factory Inspection Service (“UL-AU Mark Service”).
- b. and/or A “Manufacturer,” who carries out control in such stages of the manufacture, assessment, verification, handling and storage of a Product and has responsibility for continued compliance of the Product with the UL-AU Requirements; and/or
- c. A “Production Site,” that serves as a location at which the Product, covered by the UL-AU Mark Service, is produced or assembled and covered by the UL-AU Mark Scheme Factory Inspection Service requirements.

Before we establish UL-AU Mark Service for any Product, the Applicant must provide us with the name and address of the Product Manufacturer and the Production Site(s) where the Product is to be manufactured or assembled. “Subscriber” shall refer to a Client acting as an Applicant, Manufacturer, or Production Site unless otherwise indicated. No UL-AU Mark Service will be established or maintained unless all necessary and appropriate Applicant, Manufacturer and Production Site(s) have entered into, and comply with the terms of, all applicable agreements with us.

#### 2. Product Investigation. A “Product Investigation” consists of the following:

Our performance of tests on samples of a Product, in accordance with UL-AU Requirements. The purpose of such testing and examination is to determine whether representative Product samples conform to UL-AU Requirements and whether the Product might be eligible for UL-AU Mark Service. If no prescribed standards exist for the Product, we may, but are under no obligation whatsoever to develop and establish such standards and criteria as are necessary to assess the Product. If we choose, in our sole discretion, to formulate any such standards and/or criteria, we will do so in accordance with professional standards generally applicable to conformity assessment testing organizations. You expressly agree that our liability for the formulation of any such standards and/or criteria will be strictly limited by the terms of the Service Agreement, including, but not limited to, Paragraphs 10 and 11 of the GSA. If we determine, in our sole discretion, that submitted Products are eligible for UL-AU Mark Service, we will issue a UL-AU Mark Scheme Certificate to the Applicant (at which time the Applicant will be referred to on the UL-AU Mark Scheme Certificate as “Certificate Holder”) that permits you to use the UL- AU Mark according to the terms of the Service Agreement. For the purposes of the Service Agreement, the term UL-AU Mark shall include both the UL-AU Mark Scheme Certificate and the UL-AU Mark Scheme Mark.

#### 3. Compliance with UL-AU Requirements. You expressly agree that if, following a Product Investigation, we, in our sole discretion, determine that a submitted Product is eligible for UL-AU Mark Service, you shall at all times thereafter comply with the applicable UL-AU Requirements, including, but not limited to:

- a. The description and specifications contained in the Test Report; and
- b. The requirement of standards to which the product has been certified, applicable to the covered Product.

You agree to use the UL-AU Mark solely according to the terms of the Service Agreement and in accordance with the UL-AU Mark Scheme Certificate.

You shall promptly notify us of any intended changes that may affect your ability to conform with the UL-AU Requirements.

If you provide copies of the Certification Documentation to others it shall be reproduced in its entirety.

- 4. The validity of the UL-AU Mark.** The UL-AU Mark Scheme Certificate is valid for ten (10) years from the date of issuance, but may be withdrawn by us earlier if:
  - i. The Service Agreement terminates for any reason.
  - ii. Production of the certified Product ceases.
  - iii. The Product is modified without notification to us.
  - iv. The UL-AU Mark Scheme Certificate or UL-AU Mark Scheme Mark are used contrary to the terms of the Service Agreement.
  - v. We withdraw permission to use the UL-AU Mark for any other reason including subsequent changes in UL-AU Requirements.
  - vi. All fees and expenses, including the Annual Maintenance Fee are not paid when due.
  - vii. The Production Site does not fulfill the requirements of the UL-AU Mark Scheme Factory Inspection Service.
  - viii. We are not permitted access to the Production Site(s) for which the UL-AU Mark Scheme Certificate is authorized; or
  - ix. The Applicant so requests.
- 5. Product Information.** You acknowledge your willingness to support our public safety mission and that we, as the certifier of your products, are entitled to receive information received, developed or collected by you regarding the field performance of UL-AU Mark Scheme certified Products. Accordingly, you will promptly notify us in writing:
  - i. When you notify a relevant authority of potential field hazards; and
  - ii. When your product fails to meet any of the following:
    - a. The description and specifications contained in the Test Report or UL-AU Mark Scheme Certificate.
    - b. The UL-AU Requirements.
  - iii. and/or: When you have found or have received a report that your Product could create a substantial hazard to users.

You agree to make available to us for inspection and copying all documents, test results, and other information related to (i) – (iii) above, keep a record of all complaints made known to you relating to any Product's compliance with UL-AU Requirements, and to make these records available to us when requested. You agree to take appropriate action to respond to such complaints, and any noncompliance with UL-AU Requirements and to keep a record of such actions. You agree that we may share such information with our affiliates and subcontractors worldwide. Specifically, with respect to documents provided by you to any authority, you authorize that authority to make those documents available to us for inspection and copying. You further agree that you will cooperate with and assist us in connection with our investigation of any affected Product(s) and undertake such corrective action, including, without limitation, recall, where, in our sole opinion, such action is in the best interests of public safety.

You also agree to inform us of any intended changes to the Product, the manufacturing process, the manufacturer or any other matter that may affect conformity. On receipt of such advice, we will determine

what actions will be required and the planned changes shall not take place until those actions have been completed.

6. **Revisions to, or Withdrawal of, UL-AU Requirements.** You acknowledge and agree that if a revision to an applicable UL-AU Requirement (e.g. AS/NZS Standard) is adopted during the term of the Service Agreement, we shall, in our sole discretion, determine the date by which you must cease using the UL-AU Mark on or for your Product(s) (“the date of withdrawal”) and shall notify you in writing, and as soon as is practicable, of such date (“the cancellation notice”). You unconditionally agree to comply with the terms of any such cancellation notice. If an applicable UL-AU Requirement is revised, we may, in our sole discretion, permit you to continue to use the UL-AU Mark beyond the cancellation date if, and only if, all of the following conditions are met prior to such cancellation date:
  - a. You submit a revised Product sample to us for testing and examination.
  - b. We find the Product to conform to the revised UL-AU Requirement; and
  - c. We and you agree on the appropriate amendment to the Test Report. In such event, you must pay any applicable testing and examination fees as though you were submitting your Product to us for the first time.

If, on the other hand, your Product does not conform to any new or revised UL- AU Requirement or if the UL- AU Requirement is withdrawn entirely, you acknowledge and agree that you will lose any coverage for your Product, and must cease using the UL-AU Mark with respect to such Product, on the date of withdrawal.

## **B. UL-AU Mark Scheme Factory Inspection Service.**

1. **UL-AU Mark Scheme Factory Inspection Service Requirements.** The UL-AU Mark Scheme Factory Inspection Service requirements include Common Interest Group (CIG) inspection requirements as described in Permanent Document PD CIG 021 Factory Inspection Procedure, which is incorporated herein by reference and will be provided to the Applicant as part of the certification process.
2. **UL-AU Mark Scheme Factory Inspection Service.** Upon our determination that your Product(s) is/are eligible for UL-AU Mark Service, we will prepare a UL-AU Mark Scheme Factory Inspection Report for each Production Site and provide this to the Applicant and to the Production Site.
3. **Initial Inspection.** Before we authorize you to apply the UL-AU Mark Scheme Mark to any Product, we reserve the right to conduct an Initial Inspection to determine whether the Manufacturer’s Production Site conforms to UL-AU Mark Scheme Factory Inspection Service requirements, including the CIG inspection requirements. The “Initial Inspection” is intended to evaluate whether each Manufacturer and Production Site of a Product that is eligible for UL-AU Mark Service, at the time of the Initial Inspection, has a production line that is capable of producing a Product that is in accordance with UL-AU Requirements. You acknowledge and agree that the Manufacturer(s) of the Product must demonstrate to our satisfaction that the Production Site(s) is/are producing, and intend/s to produce, the Product in accordance with the Service Agreement, including, but not limited to, the applicable Procedure referenced in Paragraph B.1. You further agree that the Manufacturer(s) shall establish and maintain a quality control program of inspection and testing of manufactured Product(s) at each Production Site in order to ensure that Products bearing any UL-AU Mark Scheme Mark conform at all times to UL- AU Requirements.
4. **Routine Factory Inspection.** You acknowledge and agree that our representatives will make at least one yearly UL-AU Mark Scheme Factory Inspection visit to the Production Site(s) where the Products, that are eligible for UL-AU Mark Service, are manufactured. If during the UL-AU Mark Scheme Factory inspection any non-compliance with UL-AU Requirement(s) is found, the number of UL-AU Mark Scheme Factory Inspection visits will increase according to the UL-AU Mark Scheme Factory Inspection Report. We may, from time to time, select samples at such facilities, at any place of sale, or elsewhere, for examination and/or testing to determine whether the specific samples so examined and/or tested conform to applicable UL-AU Requirements.
5. **Access to Facilities.** You acknowledge and agree that our representatives, as well as any third- party observers accompanying the representatives, shall have free, unannounced, immediate, safe, and secure access to the Production Site(s) 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 Production Site or storage facilities are actually in operation. You agree to provide our representatives with all safety and other protections required by law for your own employees, including, without limitation, all local occupational safety and health rules and regulations. You shall not attempt to condition the right of our representatives and third-party observers to obtain free access to the Production Site, 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 us or our representative. If any representative of us signs such an agreement, waiver, or release, it shall be considered void and shall be of no force and effect. We shall, however, direct our representatives to exercise reasonable care to comply with any plant safety regulations generally applicable to personnel at any such Production Site or storage facility.

6. **Access to UL-AU Mark Scheme Marks.** Consistent with Paragraph 4, above, you shall ensure that Manufacturer(s) will make all UL-AU Mark Scheme Marks, and the means of applying such UL-AU Mark Scheme Marks, available for inspection by our representatives at each Production Site at all reasonable times. If our Factory Inspection discloses features that, in the sole opinion of our representative, do not conform to UL-AU Requirements, the Manufacturer(s) must correct such items within a time period designated by us, remove the UL-AU Mark Scheme Marks from all Products that our representative identifies as non-conforming, or cease selling any such non-conforming Product(s) pending the outcome of any appeal to us, as provided hereinafter. If any Manufacturer disagrees with our representative regarding whether a Product is eligible to bear the UL-AU Mark Scheme Mark, the Manufacturer(s) may hold the Product at the Production Site or storage facility pending an appeal to, and a decision by, us.
7. **Limitation of UL Solutions Contracting Party's Liability for UL-AU Mark Scheme Factory Inspection Services.** You expressly acknowledge and agree that UL-AU Mark Scheme Factory Inspection Services do not in any way relieve you of any responsibility for the design, manufacture, testing, marketing, and sale of your Product(s). Rather, you acknowledge and agree that UL-AU Mark Scheme Factory Inspection Service is designed solely to serve as a check on the means that the Production Site(s) is/are using to determine the continued conformity with the UL-AU Requirements. You further acknowledge and agree that UL-AU Mark Scheme Factory Inspection Service is designed to supplement, and not to supplant, your own efforts to examine and to test your manufactured Product(s). You agree to maintain appropriate testing and measuring equipment at your facilities. You will ensure that the testing and measuring equipment is properly calibrated and maintain appropriate records of calibration for the equipment. You will make your calibration records and your testing and measuring equipment available to us during a UL-AU Mark Scheme Factory Inspection as appropriate for the applicable Products. As such, you expressly agree that the provisions of Paragraphs 10 and 11 of the GSA shall apply to our provision of UL-AU Mark Scheme Factory Inspection Services.

#### C. Fees and Expenses.

1. **Product Investigation Fees.** We will establish a fee for each Product Investigation (including engineering, technical, and support personnel charges) and provide this fee in a Quotation to you. Unless we expressly agree in writing otherwise, we will bill Applicant for all Product Investigation fees. The fee shall cover one examination and one set of such tests as we determine is appropriate for the Product (not including testing of additional samples, retesting the Product or a modified sample of the Product, separate investigations of components of a Product, or reimbursable expenses), as well as the preparation of a Test Report. We shall not exceed the agreed upon fee without written authorization from Applicant.
2. **UL-AU Mark Scheme Factory Inspection Service Fees.** Unless we expressly agree in writing otherwise, we will bill the Applicant for the UL-AU Mark Scheme Factory Inspection Service at our then-current rates, which we may, in our sole discretion, and upon notice to the Applicant, change from time to time. UL-AU Mark Scheme Factory Inspection Service charges may vary, depending upon the nature and extent of the necessary inspection that we may undertake, including any costs resulting from the failure of a Production Site(s) to conform to UL-AU Requirements or from insufficient Production quality control procedures.
3. **Field Report Investigation Fees.** Unless we expressly agree in writing otherwise, we will bill Applicant at our then current rates for any and all investigations and/or corrective actions necessitated by any unauthorized use of the UL-AU Mark and/or by any failure of a covered Product to conform to the description and specifications contained in the UL-AU Mark Scheme Test Report, the UL-AU Requirements and/or the UL-AU Mark Scheme Certificate.

4. **Annual Fee.** We will bill the Applicant an Annual Fee for each UL-AU Mark Scheme Certificate issued at our then current rates.
5. **Expenses.** Unless we expressly agree in writing otherwise, we will bill Applicant for all reimbursable expenses associated with a Product Investigation and/or any UL-AU Mark Scheme Factory Inspection, which 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 UL-AU Mark Scheme Test Reports and other documents.

#### D. UL-AU Mark.

1. **UL Solutions Contracting Party's Ownership.** You acknowledge and agree that we or another UL Company owns or has rights to several marks, including, without limitation, "Underwriters Laboratories" and "UL-AU". You expressly agree that you shall not use UL Solutions Contracting Party's or any other UL Company's name, or any abbreviation, symbol or Marks thereof, on, or in connection with, your Products, containers, or packaging, unless and until expressly authorized by us, and then only in the form or manner specified by us in writing (e.g., you may not refer to a Product submitted for UL-AU Mark Service as "UL-AU Mark pending"). You further agree that we may, but are not obligated to, notify any third party of any improper or unauthorized use of the Marks, or reference to us or any other UL Company, by you.
2. **Form of UL-AU Mark Scheme Certificate.** The UL-AU Mark Scheme Certificate entitles the Product to bear the UL-AU Mark Scheme Mark in the following form:



Unless we expressly agree in writing otherwise, any UL-AU Mark Scheme Mark shall be in the form of separable, legible labels, as further defined on the UL-AU Mark Scheme Certificate, not readily transferable from one Product to another.

3. **Ownership of Labels.** Notwithstanding the fact that we will not bear the manufacturing cost of labels or other means of applying the UL-AU Mark Scheme Mark, you agree that title to, and control of, labels, markers, or other means of marking, shall be vested solely in us in perpetuity. Our representatives shall have the right, on demand, to acquire possession of any and all unused labels, markers, or other means of applying the UL-AU Mark Scheme Mark when, in the sole opinion of our representative, such action is warranted under the circumstances.
4. **Client's Use of UL-AU Mark.** You expressly agree and warrant that you are solely responsible for your use of any Mark and that you will, through proper inspection, examination, testing, and/or otherwise, periodically confirm that any of your Products that bear a UL-AU Mark Scheme Mark have been, and are being, manufactured in conformity with UL-AU Requirements. You further agree that your use of the UL-AU Mark constitutes your declaration and representation that Products bearing the UL-AU Mark Scheme Mark are covered by a UL-AU Mark Service and were manufactured in conformity with all applicable UL-AU Requirements, including without limitation the description and details contained in the UL-AU Mark Scheme Test Report and UL-AU Mark Scheme Certificate. You further agree that your use of such a UL-AU Mark constitutes your declaration and representation that you will advise those that acquire UL-AU Mark Scheme certified products that:
  - a. They must install them in accordance with all regulations applicable in the jurisdiction in which sold, and if sold in Australia or New Zealand, those regulations include, but are not limited to, the requirements of AS/NZS 3000 (known as "the wiring rules"); and
  - b. They will maintain them in accordance with any UL-AU Mark Scheme requirements.

- 5. Misuse of UL Solutions Contracting Party's Name or UL-AU Mark.** You acknowledge and agree that the manufacture, sale, delivery, shipment, distribution, or promotion of any Product utilizing a Mark, or a description referring to us, could mislead third parties if such Product is not, in fact, covered by UL-AU Mark Service and/or does not comply with UL-AU Requirements and/or if the UL-AU Mark Scheme Mark is used in any way other than as provided in the Service Agreement and in the applicable UL-AU Mark Scheme Test Report and UL-AU Mark Scheme Certificate. You acknowledge and agree that any such use of our, or any other UL Company's name or UL-AU Mark would constitute a "misuse" under the terms of the Service Agreement. You expressly agree that any misuse of a UL Company's name or Mark, such as the UL-AU Mark, will subject you both to liability for breach of contract and to the remedies for such breach set forth in the Service Agreement and in Paragraphs E.1 - E.4 below.
- 6. Use of UL Solutions Contracting Party's Name and UL-AU Mark in Advertising and Promotional Materials.** Subject to the terms of the Service Agreement, we will permit you to make appropriate references to us or another UL Company as authorized by us in writing in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with covered Products that bear the UL-AU Mark Scheme Mark; PROVIDED THAT, in our sole opinion, the following conditions are met:
- The promotional or advertising material is in no way inconsistent with the findings and/or coverage of us.
  - The reference to us or another UL Company is not intended to and does not create a misleading impression as to the nature of our findings, our coverage, and/or our UL-AU Mark Service; and
  - The promotional or advertising material does not in any manner state or imply that we are in any way "endorsing" the Product; or
  - "Warranting" or "guaranteeing" any aspect of the Product, its performance, and/or its "safety."

Except for the UL-AU Mark Scheme Mark that is prescribed for use on the UL-AU Mark Scheme Certificate, no other Marks may be used in any advertising or promotional material related to a Covered Product, unless otherwise expressly authorized by us in writing.

#### **E. Termination.**

- 1. Immediate Termination Events.** In the event that you default on any of your obligations under any agreement with us, including, but not limited to, any misuse of any UL-AU Mark, as defined in Paragraph D.5 above, we may, in our sole discretion, immediately terminate or suspend, any of your Products related to such default, and any and all rights or authorities conferred upon you by virtue of the Parties' agreements, including any right to use any Marks on any Product(s), without prejudice to any other rights or remedies that we may have.
- 2. Additional Termination Events.** Upon the occurrence of any of the following events or conditions, and upon thirty (30) days' written notice to you ("the cancellation notice"), we may terminate, in whole or in part, as to any or all Covered Product(s), any rights or authority conferred upon you by the Service Agreement:
  - Your failure to use the UL-AU Mark Scheme Mark on covered Product(s) for a period of two (2) consecutive calendar years.
  - Your filing of any voluntary or involuntary petition in bankruptcy.
  - The appointment of a receiver for your business; and/or
  - The voluntary or involuntary liquidation of your business.

In such termination notice, we will provide you with a date by which you must cease using any and all UL-AU Mark Scheme Marks covered by the notice (the "date of withdrawal").

- 3. Termination Upon Non-Eligibility.** If, at any time and for any reason, any of your Product(s) become ineligible for UL-AU Mark Service, we shall immediately discontinue UL-AU Mark Service on such ineligible Product(s) and shall terminate your rights and authorities under the Service Agreement with respect to such Product(s), pursuant to a termination notice.

4. **UL Solutions Contracting Party's Actions Upon Termination.** Upon any termination of the Service Agreement, we may, among other things:
  - a. Discontinue any UL-AU Mark Service on any of your Product(s); and/or
  - b. Take physical possession of any unused UL-AU Mark Scheme Marks, which, in our judgment, were issued for use in connection with any Product(s) related to the termination.

You expressly agree that, on or before the cancellation date, as defined in Paragraph E.2. above, you will cease using the UL-AU Mark on, or in connection with, any covered Product(s) addressed in the cancellation notice, including any use of any UL-AU Mark, or any reference to us, in the marketing, promotion, and/or advertising of such Product(s).

#### F. JAS-ANZ.

1. **Role of JAS-ANZ.** You acknowledge that the UL-AU Mark Scheme is accredited by JAS-ANZ and, in respect of the following JAS-ANZ requirements that form an integral part of their accreditation of that program, you agree that:
  - a. JAS-ANZ may access and inspect for audit purposes any documentation relating to your Product(s) and their certification, including any documents that may be considered confidential.
  - b. JAS-ANZ personnel may attend and observe any Factory Inspection Services performed by us and you will afford them the same access as you are required to afford our personnel.
  - c. Details of the certification of your product(s) may be published on the JAS-ANZ website.
  - d. You will accept Customer Experience Survey requests from us to obtain your views on the level of service provided by us.
  - e. Clause D.5 applies equally to misuse or misrepresentation of JAS-ANZ's name, the JAS-ANZ accreditation symbol or claims in respect of the status of the certification or inspection and Clause E.1 applies accordingly.
2. **Complaints.** In the event you lodge a complaint with us with respect to the Service we provided to you for the UL-AU Mark and are not satisfied with the outcome of our consideration of your complaint, you have the right to refer that complaint to JAS-ANZ.
3. **JAS-ANZ Accreditation Symbol.** You are not entitled to use the JAS-ANZ Accreditation Symbol unless specifically authorized in writing by us to do so.