

# SERVICE TERMS: UL TYPE EXAMINATION CERTIFICATION SERVICES

These Service Terms shall govern UL Type Examination Testing and Certification 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 Type Examination Testing and Certification Service.

## A. UL Type Examination Testing and Certification Services

1. **Scope of the Services.** These Service Terms govern your relationship with us as an “Applicant”, who submits devices, equipment, materials, or systems (“Product(s)”) to us for a “Product Investigation” designed to assess:

- 1.1. The Product’s conformity to applicable UL Type Examination requirements as defined in these Service Terms, including, without limitation any applicable standard(s), (collectively, “UL Type Examination Requirements”).
- 1.2. The eligibility of such Product(s) for the UL Type Examination Certificate.

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

- a. Our performance of tests on samples of a Product, in accordance with UL Type Examination Requirements.
- b. Our evaluation of Product construction criteria by examination of samples of the Product, in accordance with UL Type Examination Requirements.

The purpose of such testing and examination is to determine whether representative Product samples conform to UL Type Examination Requirements and whether the Product might be eligible for UL Type Examination Certificate. If no prescribed tests and/or no construction criteria 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, it 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 Type Examination Service, we will issue a UL Type Examination Certificate to the Applicant that permits you to use the UL Type Examination Certificate according to the terms of the Service Agreement.

3. **Compliance with UL Type Examination Requirements.** You agree to comply with following conditions:

- i. Use the UL Type Examination Certificate solely according to the terms of the Service Agreement.
- ii. Investigate complaints received, keep a record of all complaints made known relating to the product’s compliance with the UL Type Examination Requirements, and to make these records available to us when requested. You agree to take appropriate corrective action to respond to such complaints that affect compliance with the requirements for certification, including recall and to keep a record of such actions.
- iii. Inform us, without delay, of changes that may affect a Products ability to conform with the UL Type Examination Certification requirements.

4. **The validity of the UL Type Examination Certificate.** UL Type Examination Certification is a Type 1A certification system, which means that a sample of the Product described on the UL Type Examination Certificate has been investigated and found to be in compliance with the standard(s) indicated on the certificate. The UL Type Examination Certificate applies only to the Product sample(s) submitted by the Applicant. We did not select the sample(s) or determined whether the sample(s) provided were

representative of other manufactured Products. We have not established Follow up service or other surveillance of the product. The Applicant/Manufacturer are solely and fully responsible for conformity of all Products to all applicable standards, specifications, or requirements. The UL Type Examination Certificate may be withdrawn by us if:

- i. The Service Agreement terminates for any reason.
- ii. The UL Type Examination Certificate is used contrary to the terms of the Service Agreement; we withdraw permission to use the UL Type Examination Certificate for any other reason including subsequent changes in UL Type Examination Requirements.
- iii. All fees and expenses are not paid when due.
- iv. If based on the request from the Applicant.

## **B. 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 Client. 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 are 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 report. We shall not exceed the agreed fee without written authorization from Applicant.
2. **Expenses.** Unless we expressly agree in writing otherwise, we will bill Applicant for all reimbursable expenses associated with a Product Investigation 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 Test Reports and other documents.

## **C. UL Type Examination Certificates**

1. **UL Solutions Contracting Party's Ownership.** You acknowledge and agree that UL Solutions Contracting Party or another UL Company owns or has rights to several Marks and certificates including, without limitation, "Underwriters Laboratories" and "UL Type Examination Certificate". You expressly agree that you shall not use UL Solutions Contracting Party's name, or any abbreviation, symbol, or Mark thereof, on, or in connection with, Client's 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 Type Examination Service as "UL Type Examination Certificate 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 Certificates, or reference to UL Solutions Contracting Party or any other UL Company, by you.
2. **Use of UL Solutions Contracting Party's Name and UL Type Examination Certificate in Advertising and Promotional Materials.** Subject to the terms of the Service Agreement, we will permit you to make appropriate references to UL Solutions Contracting Party or any other 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 Products covered by the UL Type Examination Certificate; PROVIDED THAT, in our sole opinion, the following conditions are met:
  - a. The promotional or advertising material is in no way inconsistent with our findings and/or coverages.
  - b. Any reference to us is not intended to and does not create a misleading impression as to the nature of our findings, our coverages, and/or our UL Type Examination Certificate.
  - c. The promotional or advertising material does not in any manner state or imply that we are in any way:
    - i. "Endorsing" or "certifying" the Product.
    - ii. "Warranting" or "guaranteeing" any aspect of the Product, its performance, and/or its "safety."

No UL Marks may be used in any advertising or promotional material related to a Covered Product, unless otherwise expressly authorized by us in writing.

**D. 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 certificate, as defined in Paragraph A.4 above, we may, in our sole discretion, immediately terminate or suspend, any and all rights or authorities conferred upon you by virtue of the Parties' agreements, including any right to use Certificates, 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:
  - a. Your filing of any voluntary or involuntary petition in bankruptcy.
  - b. The appointment of a receiver for your business; and/or
  - c. 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 certificate covered by the notice (the "date of withdrawal"). Either party can terminate for convenience upon ninety (90) days written notice to the other party.

3. **UL Solutions Contracting Party's Actions Upon Termination.** You expressly agrees that, on or before the cancellation date, you will cease using references to any UL Type Examination Certificates, or in connection with, any covered Product(s) addressed in the cancellation notice, including any use of any references to the UL Type Examination Certificate, or any reference to UL Solutions Contracting Party or any other UL Company, in the marketing, promotion, and/or advertising of such Product(s).