



## SERVICE TERMS: BUILDING INSPECTION SERVICES

These Service Terms: Modular Building Inspection Services (the “**Service Terms**”) apply to an order that incorporates these Service Terms by reference (an order may be in the form of a quote, statement of work, proposal, order confirmation, or other form of order agreed by the parties, any of which is referred to here as the “**Quote**”). These Service Terms relate to the factory inspections and/or plan review services (the “**Services**”), as detailed in the Quote agreed to between the client identified in that Quote (the “**Client**”) and the UL Solutions company identified in that Quote (“**UL Solutions**”).

Services are governed by these Service Terms, the terms of the Quote, and any additional agreement or terms incorporated by reference in the Quote (such as a Global Services Agreement or other form of master agreement). Any capitalized terms in these Service Terms that are not defined in these Service Terms share the definition provided in other governing terms.

**1. Scope of Services.** UL Solutions will perform plan reviews and/or factory inspections of approved plans or construction documents for residential, commercial, or industrial prefabricated/ factory-built buildings or units based on the requirements of the applicable state, regional, or local agencies and/or ICC/MBI 1205 Standard for Off-site Construction: Inspection and Regulatory Compliance as set out on the Quote (the “**Requirements**”). By selecting the Requirements for the Services, Client consents to UL Solutions’ disclosure of all associated information, materials, reports, and deliverables to relevant agency and agrees to comply with all the responsibilities of the manufacturer under the Requirement, including without limitation notice of termination.

The Services are limited to a point in time inspection to the Requirements and do not constitute product certification, management system registration, or certification of compliance with building, plumbing, electrical, or mechanical codes.

**2. Pricing.** Service pricing will be defined in the Quote and will vary based on building type and service scope. Prices are subject to change with reasonable notice, based on project-specific requirements.

**3. Nature of the Services.** Client acknowledges and agrees that Services- including, without limitation, UL Solutions’ inspection of facilities where the fabricated building units are produced- does not in any way relieve Client of any responsibility for the design, manufacturer’s testing, code compliance, state program requirements for manufacturers, marketing, and sale of building units. Rather, Client acknowledges and agrees that Services are solely to serve as an inspection check on the means the manufacturer is using to comply with the Requirements. Client further agrees and acknowledges that the UL Solution Services are designed to supplement and not supplant, Client’s own efforts to produce code-compliant units conforming to the applicable Requirements. Client further agrees that Client shall establish and maintain a quality control program for fabricated units. Client is responsible for reviewing and complying with applicable state and local modular building requirements.

**4. Facility Access.** Client must provide UL Solutions’ representatives with free, safe, and secure access to relevant facilities and records. UL Solutions representatives must be afforded the same safety protections as the Client’s employees, including compliance with OSHA regulations. Access shall not be contingent on signing any agreement, waiver, or release that affects UL Solutions’ legal rights. Any such signed document will be considered void. UL Solutions representatives will comply with Client’s general plant safety rules.

### 5. Deliverables

- **Inspections.** A record of Inspection and nameplate will be issued if the unit meets applicable Requirements. Any post-inspection modifications may invalidate this record. If the unit has nonconforming items, a record of Inspection noting nonconformances will be issued.



- **Plan review.** A record of plan review and visual identifier will be issued if the plans meets applicable Requirements. Any post-review modifications will invalidate this record. If plans contain nonconforming items, a record of review identifying the nonconformities will be issued. Under no circumstance will Client alter, modify, duplicate, redact, or otherwise change the record which contains the UL Solutions visual identifier or the UL Solutions visual identifier itself.

**6. Use of Names and Marks.** The visual identifier provided on the plans is intended only to identify that those specific plans were evaluated and does not imply product certification or authorization to use any UL Mark. Unless expressly authorized, the Client may not use UL Solutions' or any UL Company's name, abbreviation, symbols, or marks on products, unit, plans or construction documents, packaging, or in advertising or promotional materials.

**7. Notice of termination:** If either UL Solutions or Client wishes to terminate the Service Agreement, they must submit a written notice to all relevant parties, including the state or governing entity that requires such services. A minimum notice period of 30 calendar days is required. However, if UL Solutions faces suspension or revocation, or fails to obtain re-designation from the state or program governing agency, the previous notice requirement will be void, and all contracts involving UL Solutions shall terminate immediately.