

SERVICE TERMS: Japan Explosion-Proof Certification

These Service Terms shall govern Japan Explosion-Proof Certification ("JPEX") Services performed by the UL Solutions Contracting Party (as identified in the Quotation or Project Confirmation) utilizing its affiliate, Underwriters Laboratories Taiwan Co., Ltd. ("UL Taiwan") which is a Registered Type Certification Body (CB), pursuant to the provisions of Article 46, Paragraph 1 of the Industrial Safety and Health Act (Act No.57 of 1972) as applied mutatis mutandis by Article 54-2 of the same Act, ("we", "our", or "us" as the context requires and 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 (the "GSA") are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for the JPEX 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:** These Service Terms govern Client's relationship with us as: (a) an "Applicant," who submits devices, equipment, materials, or systems ("Product[s]") to us for a JPEX Services; and the eligibility of such Product(s) for the JPEX Certificate; and/or (b) a "Manufacturer," who carries out control in such stages of the manufacture, assessment, inspection, verification, handling, testing and storage of a Product and has responsibility for continued compliance of the Product with the JPEX requirements.

JPEX Services will only be established or maintained for the Applicant and Manufacturer that have entered into, and comply with, the terms of all applicable agreements with us.

Based on type testing of the Product submitted, we will evaluate your Products in accordance with the applicable technical requirements, and according to applicable requirements of the JPEX. The Services requested by you for specific projects shall be set out in individual Application, Quotations or Project Confirmations.

The JPEX Services are defined according to the Industrial Safety and Health Act Appendix 4.3. We apply either (a), (b), (c), or (d) below as prescribed in Article 8.1 of the Ordinance on Examination of Machines and Other Equipment promulgated by the Minister of Health, Labour and Welfare ("MHLW").

- (a) Recommended Practices for Explosion-Proof Electrical Installations "Types of gas-explosion protection" and "Types of dust-explosion protection".
- (b) Recommended Practices for Explosion-Proof Electrical Installations- IEC Harmonized Standards TR-46 (Notice 0831 No.2 promulgated on Aug 31st, 2015).
However, Special Protection "s" will not be adopted.
- (c) Recommended Practices for Explosion-Proof Electrical Installations- IEC Harmonized Standards TR-46 (Notice 0328 No.2 promulgated on Mar 28th, 2018).
- (d) Recommended Practices for Explosion-Proof Electrical Installations- IEC Harmonized Standards TR-46 (Notice 0812 No.3 promulgated on Aug 12th, 2021).

Judgement of whether the structure and performance of the Equipment Under Test (EUT) meet the criteria prescribed in Article 8 of the Ordinance on Examination of Machines and Other Equipment as set in Industrial Safety and Health Act Article 44.2.3 will be conducted based on the Notice 0401035 promulgated by the MHLW on Apr 1st, 2005.

2. Eligibility of a Product for a Type Certificate.

- 2.1 A product investigation involves the performance of type testing and assessment of product construction to determine compliance with applicable technical requirements as described in Section 1 (Scope of Service). You agree to supply all information and samples needed for testing and assessment of product(s). A Certificate makes a statement which is true on the day of issue and refers to compliance of the design of the equipment as specified by the certificate.

- 2.2 The issuance of the test report is subject to testing and assessment of the product according to applicable harmonized standards and the applicable standards promulgated by the MHLW.
- 2.3 The endorsement and issuance of the Certificate is subject to verification of a valid supporting product evaluation in accordance with applicable harmonized standards and standards promulgated by the MHLW.
3. **Language Requirement.** You shall provide all materials and information with respect to the JPEx Services in English and Japanese. Manuals, labels, and other materials related to safety must be provided in Japanese and English for review and approval.
4. **Cost of Investigation.**
 - 4.1 The Quotation or Project Confirmation will establish the price for the Services. The price will depend upon the type and scope of Service(s) requested. Any Quotation or Project Confirmation is subject to change at our discretion, upon reasonable notice to the Client, due to any additional project specific requirements or scope changes.
 - 4.2 Fees and expenses incurred by us shall be charged at the current billing rates. These expenses 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 the preparation of extra copies of reports and other documents. Fees and expenses incurred by us shall be charged at the current billing rates. You shall pay all invoices in accordance with the terms of the GSA.
5. **Compliance with the requirements in the regulation and standards.**
 - 5.1 If your product is found to be in compliance with all applicable standards and/or other applicable requirements, an appropriate Certificate will be issued by us. You agree that the products for which the certificate has been issued will comply with the applicable regulations and the standards promulgated by the MHLW.
 - 5.2 You agree that the Certificate mentioned above shall not be used in any form of advertising or sales promotion.
NOTE: This requirement does not preclude the holder of a Certificate; from making reference to the existence of that document in business correspondence related to equipment for which a Certificate has been issued as appropriate.
 - 5.3 You shall promptly notify us of any changes in the product according to applicable requirements promulgated by the MHLW.
 - 5.4 You shall inform us of any complaints received that may affect the certification, and in case of non-compliance, to take necessary corrective actions including recall.
 - 5.5 If, in our sole opinion, you obstruct our representatives in any way, according to rules in the Industrial Safety and Health Act, we reserve the right to withdraw the JPEx Certificate.
6. **Complaint.**
 - 6.1 Any person may lodge a complaint (the "Complainant") regarding our services or against a Client certified by us. All complaints received orally or in writing shall be investigated by us. If a complaint is communicated orally, the Complainant will be encouraged to submit a documented complaint to us. If the Complainant wants a formal response from us regarding their complaint, the Complainant should submit their request for a formal response in writing to us. Complaints that are not submitted formally in writing to us by the Complainant do not require a formal response from us.
 - 6.2 A complaint about you will only be handled by us if the complaint was submitted by the Complainant to you beforehand. In this way you have the opportunity to solve any problems by yourself.
 - 6.3 All complaints about you received by us are generally acknowledged by us within forty-eight (48) hours of submittal to us by the Complainant. We will communicate the results of the investigation and issue resolution to you via telephone or e-mail.

- 6.4 When the complaint is about a Client certified by us, we shall determine, together with the Client and the Complainant whether and, if so to what extent, the subject of the complaint and its resolution shall be made public.
- 6.5 If the Complainant is not satisfied with the results of the investigation and our corrective/preventive actions, we shall inform the Complainant of their right to make their complaint to a higher management level within our organization.

7. Appeals. If a Client is denied one of the Services mentioned under Scope of Service or a Client has its Certificate suspended or cancelled by us, the Client may appeal this decision to the MHLW within four (4) weeks after receiving such denial of Services from us.

8. Use of Name or Marks. An JPEx investigation shall not result in us issuing to you a product safety certification or any authorization to you to use the UL Solutions Contracting Party's, UL Taiwan's, or any other UL Company's name or Marks. Unless additionally evaluated and explicitly authorized by us, you shall not use the UL Solutions Contracting Party's, UL Taiwan's, or any other UL Company's, name, abbreviation, or symbols, or any other form of reference which may be interpreted to refer to the UL Solutions Contracting Party, UL Taiwan's, or any other UL Company, on any goods or your containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.