

SUPPLIER QUALITY AUDITS AND CERTIFICATION SERVICES SERVICE TERMS

These Service Terms: Supplier Quality Audits and Certification Service Terms (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 Supplier Quality Audits and Certification, including but not limited to auditing, evaluation, surveillance, inspection, and certification services requested by Client on Client’s facilities in accordance with the applicable program and standards (the “Services”), as detailed in the Quote agreed to between the client identified in the Quote (the “Client”) and the UL Solutions company identified in the 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 Service.

Any Services performed by us at a Client’s facility will be valid only for the specified facility. Client will make all necessary arrangements for UL Solutions to conduct the Services, including but not limited to provisions for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and your subcontractors. If there is a need for translators or interpreters during the audits, they shall be independent of Client’s organization.

2. Retailer Programs

If Client requests UL Solutions to audit, evaluate, certify or inspect for compliance with retailer, carrier or other third party program (“Retailer”) by requesting Services under the Retailer’s program, Client consents to UL Solutions’ disclosure of all associated information, materials, and deliverables to such Retailer and acknowledge that, notwithstanding any terms to the contrary in these Service Terms, the ownership of the deliverables for the Services will be in accordance with the Retailer’s program.

3. Deliverable

The deliverable for the Services is a report summarizing the findings of the audit performed by UL Solutions. The audit report is limited to a summary of UL Solutions’ assessment of a manufacturing process against standards informed by UL Solutions certification program requirements (the “Certification”). More information may have been obtained during the audit Services process than is provided in the audit report. UL Solutions is under no obligation to refer to or report on any facts or circumstances which are outside of the scope of the Certification. UL Solutions may retain a copy of the audit report and other UL Solutions audit records as per accreditation standard requirements.

4. Postponement or /Cancellation

For postponements or cancellations by Client within four weeks of the confirmed audit date(s), UL Solutions reserves the right to bill an administrative fee of \$2,000.00 per audit. If the audit is postponed or cancelled by Client within one week of the scheduled audit date, UL Solutions reserves the right to bill an administrative recovery fee up to 80% of the contract value, plus any non-refundable expenses incurred by UL Solutions.

5. On-Site investigations

Client acknowledges and agrees that UL Solutions' representatives, as well as any third-party observers accompanying the representatives, shall have free, immediate, safe, and secure access to facilities, factories and/or storage facilities to conduct the Services. Client shall make all necessary arrangements for UL Solutions and third-party observers to conduct the Services, including provisions for examining documentation, records and complaints, and access to the relevant equipment, location(s), area(s), personnel and subcontractors. Client agrees to provide UL Solutions' representatives and third-party observers with all safety and other protections required by law for Client's own employees, including, without limitation, all U.S. Occupational Safety and Health Administration ("OSHA") rules and regulations. Client shall not attempt to condition the right of UL Solutions' representatives or third-party observers 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 or its representatives. If any of UL Solutions' representatives signs such an agreement, waiver, or release, it shall be considered void and shall be of no force and effect. UL Solutions shall, however, direct its representatives to exercise reasonable care to comply with any safety regulations generally applicable to personnel at any such factory or storage facility. If UL Solutions' representatives are prevented from performing or completing any services for any reason beyond its reasonable control, UL Solutions will not be responsible for the nonperformance, and Client may be charged for any actual expenses we incur and fees for services performed.

6. Misuse of Certification Status.

Client will not use its certification status in such a manner as to bring UL Solutions into disrepute. Client will not make any statement regarding its certification status that UL Solutions may consider misleading or unauthorized. Client shall only make claims regarding certification consistent with the scope of the Certification.

7. Certified Product Quality Standards and Maintenance

Quality Obligations of Client. Client covenants that: (i) all products sold as produced in accordance with a certified processes will comply with the standards upon which the certified process(es) were approved in the most recent initial or annual Certification evaluation; (ii) Client will maintain a quality control system that covers all certified processes at all times while Client (or its manufacturer) manufactures and distributes products produced under certified processes, and Client will follow such quality control system with respect to all such products produced at the facility. Client acknowledges and agrees that (i) it is responsible for the design and operation of its quality control system and (ii) UL Solutions will rely on such system to evaluate the quality of any processes that become certified processes. Client will immediately notify UL Solutions of any complaints that Client receives that relate to the conformance of a certified process with the standards to which they have been assess and, together with the notification of the complaint, indicate what responsive action has been or will be taken with respect to the complaint. Depending on UL Solutions' assessment of the validity of the complaint, UL Solutions may invoke any and

all relevant remedial actions and may consider the complaint in structuring and conducting on-going Certification compliance auditing which may require additional Services and a new Service Agreement.

8. Recalls, Regulatory Events, and Complaints.

Regardless of the regulatory status of the products being produced at a facility which maintains a certified process, Client must maintain records of all product complaints received from purchasers or other interested parties, including corrective measures taken to preclude those problems from recurring in the future. These records should be maintained in a separate file available to UL Solutions to be reviewed and evaluated as part of the effectiveness of the Client's quality system. Where a facility becomes aware of a regulatory event pertaining to their firm, UL Solutions shall be notified via accessing the following link: [Change Request-Regulatory Event notification form](#). The following events are considered 'regulatory events' requiring notification: (i) the Federal Drug Administration ("FDA") issued form 483, (ii) FDA issued warning letter, (iii) product recall or market withdrawal, (iv) FDA Import Alert, (v) FDA Field Alert Report, (vi) FDA Injunction. Whether or not the regulatory event pertains to product under scope, UL Solutions shall be notified in order to investigate the potential impact to product under the scope of Certification. Such notification shall be submitted to UL Solutions without undue delay.

- i. **Special Audits.** UL Solutions may perform special audits that are unannounced or on short notice. A short notice or unannounced special audit may be required when:
 - a) external factors apply, such as: (i) available post-market surveillance data known to UL Solutions on products included in the scope of the Certification indicate a possible significant deficiency in the quality management system; (ii) significant safety related information related to the Certification becomes known to UL Solutions; (iii) significant changes to applicable regulations or the Certification standard occur or become known to UL Solutions during the Certification which could affect the Certification decision.
- ii. **Change in Ability to Conform.** Client will inform UL Solutions immediately of any changes that may affect Client's ability to conform with the applicable regulations or standards which the Certification is based, including without limitation, changes to:
 - (i) Client's legal, commercial, ownership or organizational status; (ii) Client's managerial organization (key managerial, decision making or technical staff); (iii) the certified product or production method; (iv) Client's contact address or production sites; (v) quality management system; (vi) scope of operations; and (vii) environmental and social impact of the certified organization caused by incidents or events. Upon the receipt of the updates, UL Solutions will determine whether the changes require additional auditing or document review and conduct such additional review prior to approving the change in certification scope.
- iii. **Appeals and CAPA disputes.** Client may appeal a certification decision or dispute a CAPA in accordance with the UL Solutions' program requirements.

9. Aggregated, Anonymized Data.

Client hereby grants to UL Solutions a non-exclusive, perpetual, irrevocable, full paid-up, royalty free license to use aggregated, anonymized data derived from the Services (the "Aggregated

Data”) for UL Solutions’ business purposes, including the provision of products and services to UL Solutions clients. “Aggregated Data” does not include (directly or by inference) any information identifying Client or any identifiable individual within Client’s organization and does not include data in a non-aggregated format. The Aggregated Data will not be considered Confidential Information.

10. Data and Document Retention

After the conclusion of Services, UL Solutions will maintain copies of all documents relating to Services in accordance with UL Solutions quality system manuals, policies, and procedures.

11. Certificate and Certification Mark (applicable to Clients enrolled in an Accredited UL Certification Program)

UL Solutions will take suitable action, at the expense of the Client, to deal with incorrect or misleading references to the Certification or any misuse of the UL Mark. These include suspension or withdrawal of Certifications, legal action and/or publication of the transgression.

12. Termination or Expiration.

Upon termination or expiration of the Certification with respect to the certified facility, formerly certified facilities are immediately deemed de-certified and all processes and operations that are performed after the expiration or termination of the Certification shall be deemed non-compliant. Upon expiration or termination of Certification Client agrees to immediately amend all marketing and promotional materials to reflect accurately the certification status of the de-certified processes and non-compliant processes, and to cause Client’s agents and distributors to do the same. UL Solutions may take any and all actions necessary to communicate to the public the certification status of Client’s processes.