

Market Surveillance Testing Service SERVICE TERMS

These Service Terms will govern Market Surveillance Testing Services (MST Services) performed by the UL Contracting Party (“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 (“GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for MST Services. The capitalized terms in these Service Terms which are not defined herein will have the same meaning as in the GSA.

1. **Scope of Service.** We will perform testing services for you in accordance with your instructions, as agreed upon by us and as stated in individual written Quotations or Project Confirmations that we will furnish you from time to time. MST Service will not result in our issuing product safety certification of any product or any authorization to use UL Marks. The services requested by you and to be provided by us for specific projects will be set out in an individual Quotation or Project Confirmations.
2. **Price and Schedule.** Our Quotation or Project Confirmation will establish the price and estimated schedule for UL’s Services. Our Quotations and Project Confirmations are subject to change at our discretion, upon reasonable notice to you, depending upon the requirements of the specific project.
3. **Requirements, Specifications and Protocols.** You are solely responsible for establishing all applicable requirements, specifications, and protocols that we may use in performing MSTs services, regardless of the source of information used to develop the requirements and specifications. We may be able to provide you with assistance in developing protocols that meet your needs, however in all cases you must review and approve the final requirements and/or protocols.
4. **Samples –** Testing and/or evaluation will be conducted on samples specified by you and procured independently by us. Samples will be previously untested and unused. Cost for the procurement, shipping and disposal of samples is not included in the Quote and will be billed separately. Upon completion of testing, samples will be destroyed, unless other arrangements are made.
5. **Deliverables.** When we complete the MST Service, we will provide you with a report outlining the method and results of the MST Service. The report will not provide a conclusion on the data outcomes and will not provide statements of compliance.
6. **Ownership of Work Product.** You will own the test reports produced by us pursuant to any Quotation under this Agreement. We will retain a copy of the test reports for our archives. In addition, you give us the right to transmit the test report externally in our sole discretion in the interest of public safety provided that you are not referenced in the report or other communications involving that document.
7. **Cancellation Fees for Testing.** If you cancel or change a testing order after we receive the sample(s) at the testing facility, we will charge you cancellation fees according to the amount of actual work performed. The minimum cancellation fee is \$1000 USD plus any

separate procurement, shipping or sample disposal fees. The maximum cancellation fee is the full amount of the Quotation plus any separate procurement, shipping or sample disposal fees.

8. **Providing Information to Third Parties.** Upon your written request, we may, in our sole discretion, allow you to provide third parties with a copy of the MST Service report as long as the report is reproduced in its entirety and without any modifications. We do not guarantee, express or implied, that our opinions or findings will be recognized or accepted by third parties.
9. **Use of UL's Names and Marks.** MST Service will not result in our issuing product safety certification or any authorization to use the Marks. Except as otherwise expressly authorized by us, Client will not use the UL Marks or any other UL Company's name, abbreviation, symbols, Marks or any other form of reference which may be interpreted to refer to a UL Contracting Party or any other UL Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.