

## **CARB ATCM 93120 and EPA TSCA Title VI CERTIFICATION SERVICE TERMS**

These Service Terms shall govern all UL Contracting Party services for compliance to the California Air Resources Board Airborne Toxic Control Measure (ATCM), Section 93120-93120.12, Title 17 of the California Code of Regulations (collectively referred to as, "CARB ATCM") and the EPA Toxic Substances Control Act ("TSCA") Title VI, 40 CFR Part 770 (collectively referred to as, "EPA TSCA") Formaldehyde Emission Standards for Composite Wood Products. 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 CARB ATCM and EPA TSCA Certification 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.**

**1.1** UL Contracting Party will perform the auditing, certification, surveillance, testing, inspection, and reporting services ("Certification Services") as requested by the Applicant on a composite wood product ("Product") in accordance with the CARB ATCM and EPA TSCA Certification requirements as set out in the respective rules and regulations found at <http://www.arb.ca.gov/toxics/compwood/certifiers.htm> and <https://www.epa.gov/formaldehyde> as well as the scheme requirements of UL Contracting Party (collectively referred to as the "Requirements"). The Certification Services consist of an initial inspection for conformance to the Requirements which may result in UL Contracting Party issuing certification. Subscriber acknowledges and agrees that any Certification Services performed by UL Contracting Party on a Product will be valid only for the specified model of that Product. Subscriber shall make all necessary arrangements for UL Contracting Party to conduct the initial and ongoing services, including provisions for examining of Client and its subcontractor's documentation and records, access to the relevant equipment, facilities, location(s), area(s), and personnel.

Before Certification Services for any Product are established, the Applicant must provide UL Contracting Party with a completed and approved application containing the applicable Requirements. Certification Services will not be established or maintained unless all necessary and appropriate Applicant and Manufacturer(s) have entered into, and comply with, the terms of all applicable Service Agreements with UL Contracting Party. The services requested by Client for specific projects shall be set out in individual Quotations or Project Confirmations.

**1.2 Definition of Subscriber and Related Matters.** The term Subscriber means a Client that enters into a Service Agreement with UL Contracting Party in one or more of the following capacities: (a) an "Applicant" (the party that applies to UL Contracting Party for CARB or EPA Certification Service), (b) a "Manufacturer" (the manufacturer, mill or panel producer of the Product which is being assessed), or (c) a "Listee" (the company whose name is published in the published records maintained by UL Contracting Party or another UL Company). Where a Client's obligations do not solely pertain to its specific status as Applicant, Manufacturer or Listee, the Client is referred to as "Subscriber." Where a Client's obligation arises from its specific status as Applicant, Manufacturer or Listee, the Client is referred to as "Applicant," "Manufacturer," or "Listee," as appropriate. Before UL Contracting Party establishes CARB or EPA Services for any Product, the Applicant must provide UL Contracting Party with the intended Listee's company name and address (if different from that of the Applicant), the name of the Manufacturer and the

addresses of the locations where the Product is being manufactured, processed, finished, where it is stored or labeled (each, a “Manufacturing Location”). Listee authorizes UL Contracting Party to publish its name and other information regarding the Product in UL Contracting Party’s or another UL Company’s published records. No Certification Service will be established or maintained unless all necessary and appropriate Applicants, Manufacturers, and Listees have accepted and comply with the terms of the Service Agreement for CARB or EPA Services.

## **2. CERTIFICATION SERVICES**

**2.1** UL Contracting Party will perform the Certification Services requested by Client in accordance with the Requirements. Client acknowledges and agrees that any Certification Services performed by UL Contracting Party on a Product will be valid only for the specified model of that Product. Certified Applicant may produce CARB and EPA compliant and non-compliant products. All CARB and EPA compliant products must be identified with their approved third party certifier number and kept separately from non-compliant boards.

**2.2** Upon satisfactory completion of Certification Services and appropriate documentation, the Applicant will be granted a certification per Product for CARB ATCM or EPA TSCA compliance. Such Product(s) will be considered Certified Product(s). The certificates for Certified Products are contingent on the Subscriber’s continued compliance with ongoing evaluation and inspections as defined in section 3.3 of these Service Terms and reporting obligations, as well as all Requirements. The Subscribers quality control system ensures ongoing compliance to the Requirements.

## **3. CERTIFICATION**

**3.1 Certification Term.** Unless earlier terminated in accordance with these Service Terms, the term of any Service Agreement shall begin on the Certification Date as defined in 3.2 below. If Applicant desires to maintain certification, UL Contracting Party representatives must perform quality control testing and ongoing quarterly primary or secondary method tests as determined by the provisions in the applicable Requirements. Subscriber shall cooperate with all renewal activities to confirm the Subscriber’s continued fulfillment of the product requirements for the scheme via UL Contracting Party’s ongoing inspections, audits and testing and pay all applicable fees.

**3.2 Assignment of Certification Date.** UL Contracting Party will notify Applicant in writing of the date that the applicable Product(s) complies(y) with the applicable Requirements (“Certification Date”) and the schedule of dates for Ongoing Certification Compliance Auditing (as defined in section 3.3 of these Service Terms), for each Certified Product, by providing to Applicant a completed Notification of Certification Date form. If Subscriber shares any certification documents with third parties in accordance with Section 14 of the GSA, all such certification documents must be reproduced in their entirety. All claims of certification shall consistent with the scope of certification.

**3.3 Ongoing Certification Inspections/Testing.** In accordance with the applicable Requirements, UL Contracting Party will conduct at least quarterly unannounced surveillance

audits. All Certified Products are subject to random selection straight from the production line for ongoing testing.

**3.4 Access to Facilities.** Subscriber acknowledges and agrees that representatives of UL Contracting Party, as well as any third-party observers accompanying the representatives, shall have free, unannounced, immediate, safe, and secure access to facilities, factories or storage facilities where the Certified Product, or any components thereof, are fabricated, processed, finished, stored, or located, during normal business hours or when the factory or storage facilities are actually in operation. Subscriber shall ensure UL Contracting Party has access to relevant documentation, complaints, records, equipment, location(s), area(s), personnel, and subcontractors. Subscriber agrees to provide UL Contracting Party's representatives and third-party observers with all applicable safety, and other, protections required by law for Subscriber's own employees, including, without limitation, all U.S. Occupational Safety and Health Administration ("OSHA") rules and regulations or any non-U.S. equivalents. Subscriber will not attempt to condition the right of UL Contracting Party's representatives, or the third-party observers accompanying the representatives, to obtain free access to a facility, factory 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 Contracting Party or its representative. If any representative of UL Contracting Party signs such an agreement, waiver, or release, it shall be considered void and will be of no force and effect. UL Contracting Party will, however, direct its representatives to exercise reasonable care to comply with any plant safety regulations generally applicable to personnel at any such factory or storage facility.

**3.5 Misuse of Certification Status.** Subscriber will not use its product certification status in such a manner as to bring UL Contracting Party into disrepute. Subscriber will not make any statement regarding the Subscriber's product certification status that UL Contracting Party may consider misleading or unauthorized.

#### **4. USE OF THE CERTIFICATION ASSIGNED NUMBER AND LABELING.**

**4.1** UL Contracting Party does not offer any Marks associated with the Certification Service but instead issues a letter of compliance with their assigned approved third party certifier number, as referenced in this document as the 'assigned certification number'. Subject to the terms and conditions of any Service Agreement, Subscriber will be permitted to display its assigned approved third-party certifier number on the Certified Product. All certified panels or bundles of panels that are sold, supplied, or offered for sale in the United States shall be labeled with the panel producers name, lot number, number of TPC and statement of certification/compliance.

**4.2 Use of Name and Assigned Number in Advertising and Promotional Materials.** Subject to the terms of the Service Agreement, UL Contracting Party may permit Client to make appropriate references to UL Contracting Party and Services in form or text (wording) with prior written authorization by UL Contracting Party in Client's promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with covered Certified Products; PROVIDED THAT, in UL Contracting Party's sole opinion, the following conditions are met: (a) the promotional or advertising material is in no way inconsistent with the findings and/or coverages of UL Contracting Party; (b) the reference to a UL Company, including without limitation, is not intended to and does not create a misleading impression as to the nature of the findings, coverages, and/or the Certification Service; and (c) the promotional or

advertising material does not in any manner state or imply that UL Contracting Party is in any way (i) “endorsing” or “certifying” the product; or (ii) “warranting” or “guaranteeing” any aspect of the product, its performance, and/or its “safety.” Except for the Assigned Number that is prescribed for use, no other Marks may be used in any advertising or promotional material related to a Covered Product. In those instances where a Mark is used, any text that is required by UL Contracting Party, shall be set forth in full in any such advertising or promotional materials.

## **5. CERTIFIED PRODUCT QUALITY STANDARDS AND MAINTENANCE**

**5.1 Quality Obligations of Client.** Subscriber covenants that: (i) all products sold as Certified Products will comply with the Requirements upon which the Certified Product(s) were approved in the most recent Confirmation Evaluation; (ii) Client and/or the Manufacturer of the Certified Products will maintain a quality control system that covers all Certified Products at all times while Client (or Manufacturer) manufactures and distributes products as Certified Products, and will follow such quality control system with respect to all such Products. Subscriber acknowledges and agrees that (i) Subscriber is responsible for the design and operation of its quality control system and (ii) UL Contracting Party will rely on such system to ensure consistent quality of any products that become Certified Products. Subscriber agrees to immediately notify UL Contracting Party of any complaints that Subscriber receives that relate to a Certified Product’s compliance with the Requirements 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 Contracting Party’s assessment of the validity of the complaint, UL Contracting Party may invoke any and all relevant remedial provisions of these Service Terms, and may consider the complaint in structuring and conducting further on-site investigations.

**5.2 Improper Use.** If at any time UL Contracting Party determines that Subscriber(s) have misused the assigned certification number on, or in connection with, products or materials that are not Certified Product(s), UL Contracting Party will notify Subscriber in writing of the mislabeling or misuse of the assigned certification number. Subscriber must immediately correct the labeling or usage of the assigned certification number as UL Contracting Party requests, and promptly notify UL Contracting Party of the corrective actions it has taken.

**5.3 Change in Ability to Conform.** Subscriber agrees to inform UL Contracting Party immediately of any changes that may affect Subscriber’s ability to conform with the Requirements, including changes to: (i) ownership or status; (ii) managerial organization; (iii) product or production method; (iv) contact address or production sites; and (v) quality management system. Changes in resin formulation or changes in production that could affect formaldehyde emissions require Subscriber to notify UL Contracting Party within 72 hours of the change.

**5.4 Right to Communicate Certification Status.** UL Contracting Party shall have the right at all times, whether or not any Service Agreement is in effect, to communicate to the public, Subscriber’s current and past certification status and any impending action that UL Contracting Party may take with respect to such certification status, including, but not limited to, publication on UL Contracting Party’s website. UL Contracting Party shall have no liability to Subscriber(s) whatsoever for any harm caused by its communication thereof.

**5.5 Corrective Action.** Subscriber agrees to take reasonable corrective actions, as instructed by UL Contracting Party and in our sole discretion, including but not limited to re-labeling, public

notification and recall of mislabeled product(s), to remedy any misuse of the assigned certification number or failure of Certified Product(s) to comply with the Requirements. All corrective actions shall be at Subscriber's sole expense.

## 6. PRODUCT CERTIFICATION FEES

Unless otherwise agreed in writing, UL Contracting Party will bill Applicant for all certification and inspection fees. These fees will cover the examination and such tests as determined by UL Contracting Party are appropriate for the Product (not including conformity assessment of additional samples, conformity assessment of 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.

## 7. EXPENSES.

Unless UL Contracting Party expressly agree in writing otherwise, UL Contracting Party will bill Subscriber for all reimbursable expenses associated with Certification Services, which may include, without limitation: travel expenses; carrier, communications, and special equipment charges; materials, energy, and fuel; services of outside contractors or facilities; and charges for preparation of extra copies of our reports and other documents.

## 8. EFFECT OF TERMINATION, EXPIRATION, OR SUSPENSION

**8.1 Voluntary Termination Upon Written Notice.** Except as set forth in Section 8.2 below, any Service Agreement will continue in effect until terminated by either the Applicant or by UL Contracting Party, without cause, upon provision of thirty (30) days prior written notice to the other. Upon termination or expiration of the certification with respect to certain Certified Products, formerly Certified Products that are de-certified pursuant to the Certification Program shall be deemed "**De-Certified Products**" and all De-Certified Products that were manufactured after the De-certification Date shall be deemed "**Non-Compliant Product(s)**". Subscriber agrees:

- (i) To cease marking Non-Compliant Products with the assigned certification number immediately and to remove the Marks from any Non-Compliant Products previously marked, and to cause its agents and distributors to do the same;
- (ii) To amend all marketing and promotional materials so as to reflect accurately the certification status of the De-certified Products and Non-Compliant Products, and to promptly cause its agents and distributors to do the same; and
- (iii) That UL Contracting Party may take any and all actions necessary so as to communicate to the public the certification status of Client products.

**8.2 Immediate Termination of Agreement.** If Subscriber defaults on any of its obligations under the GSA or any Service Agreement in effect between Subscriber and UL Contracting Party, in UL Contracting Party's sole discretion, immediately terminate or suspend, in whole or in part, the Service Agreement, any other Service Agreement between Subscriber(s) and UL Contracting Party. Upon termination or expiration of this Service Agreement, Subscriber(s) agree, in addition

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to that set forth in Section 8.1 above to destroy all printed materials, including marketing and promotional materials, advertising and packaging, bearing the certification, and use its best efforts to cause its agents and distributors to do the same, as soon as no Certified or De-Certified Products remain in inventory, but no later than six (6) months of such expiration or termination, and provide written notice of such destruction to UL Contracting Party.

**8.3 Suspension of Certification.** Upon failure of a primary or secondary method quarterly test during verification due to exceeding the emission value of standards, the certification for the failed product type shall be suspended until re-qualification. Re-qualification of certification will be granted upon a successful primary or secondary method test of the same product type that failed. During suspension the Subscriber shall discontinue the use of labeling and advertisements until the suspension is lifted.

**8.4 Disclaimer; Compliance with Laws and Regulations; and Indemnity.** UL CONTRACTING PARTY EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES THAT ANY TRADEMARKS, SERVICE MARKS, CERTIFICATION MARKS, LABELS, TEXT, GUIDANCE OR OTHER MATERIALS OR SERVICES PROVIDED TO SUBSCRIBER OR THE USE THEREOF WILL COMPLY WITH THE GREEN GUIDES, 15 USC SEC 45, OR OTHER APPLICABLE LAWS AND REGULATIONS, AND IN NO EVENT SHALL UL CONTRACTING PARTY HAVE ANY LIABILITY IN CONNECTION THEREWITH. UL CONTRACTING PARTY DOES NOT PROVIDE LEGAL ADVICE, AND NONE OF THE SERVICES OR DELIVERABLES THAT UL CONTRACTING PARTY PROVIDES TO SUBSCRIBER SHALL BE CONSTRUED OR INTERPRETED AS LEGAL ADVICE. IT IS THE SUBSCRIBER'S SOLE RESPONSIBILITY TO COMPLY WITH THE US FTC ACT, THE GREEN GUIDES AND ALL OTHER APPLICABLE LAWS AND REGULATIONS REGARDING ENVIRONMENTAL MARKETING CLAIMS AND PRACTICES, AND SUBSCRIBER SHOULD CONSULT LEGAL COUNSEL FOR ADVICE ON THIS TOPIC. SUBSCRIBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE UL CONTRACTING PARTY AND ANY UL COMPANIES AND THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AFFILIATES, AGENTS AND SUBCONTRACTORS FROM ALL LOSSES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR RELATED TO, CLAIMS ASSERTED BY THIRD PARTIES THAT RELATE TO UNFAIR OR DECEPTIVE MARKETING CLAIMS INVOLVING SUBSCRIBERS PRODUCTS, SERVICES OR USE OF THE MARKS, INCLUDING ANY VIOLATION(S) OF 15 USC SEC 45, THE GREEN GUIDES OR OTHER APPLICABLE LAWS OR REGULATIONS.