

CENELEC CERTIFICATION AGREEMENT (CCA) SERVICES SERVICE TERMS

These Service Terms shall govern Cenelec Certification Agreement Services performed by UL Contracting Party (as identified in the Quotation or Project Confirmation), utilizing its affiliate UL International Demko A/S (“UL Demko”) a CCA Certification Body and a participating member of the CCA Scheme under which UL Demko is permitted to issue the CCA Certificate (“we”, “our” or “us” as the context requires); and set out your responsibilities and obligations as a 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 CENELEC Certification Agreement Service. 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.

Based on type testing of the product you submit to us, we will evaluate your products in accordance with applicable technical requirements and according to CCA requirements. The Services you request from us for specific projects, shall be set out in individual Quotations or Project Confirmations. Certification fee charges are available upon request.

2. Eligibility of a Product for CCA Certificate.

- 2.1 You shall be eligible to receive a CCA Certificate and a D-Mark Certificate and associated test report if your product is found to comply with the standards and rules of the CCA Scheme and the standards and requirements of the D-Mark.
- 2.2 You are the Certificate Holder and are the responsible manufacturer for the product(s) for which you have received the CCA Certificate and D-Mark Certificate. If the Certificate Holder is not the original responsible manufacturer, the Certificate Holder is responsible for ensuring that the manufacturer complies with the requirements of the CCA Scheme.
- 2.3 A product investigation involves the performance of tests and the examination of product construction to determine compliance with applicable technical requirements (European or “EN” standards) or other relevant standards that may apply. You agree to supply us with all information we need to evaluate your product(s).

The issuance of the CCA Certificate is subject to:

- (i) investigation of the product according to the applicable technical requirements (EN standards and other relevant standards that may apply);
- (ii) the product’s compliance with the applicable technical requirements (EN standards);
- (iii) the manufacturer’s compliance with the current requirements of the CCA Scheme, which may be revised from time to time;

- (iv) the production site(s) yearly compliance with the Common Interest Group (“CIG”) factory inspection requirements; and
- (v) the D-Mark Service Terms.

3. **Compliance with the CCA Requirements.**

- 3.1 The CCA Certificate enables you to affix the D-Mark on the product. You agree that the products for which the CCA Certificate has been issued will comply with the applicable technical requirements, including the requirements of the CCA Scheme and the D-Mark Service Terms, at all times.
- 3.2 The Certificate Holder is entitled to use the CCA Certificate and the D-Mark on the product and to make reference to its product certification in communication media such as documents, brochures, or advertising, as long as it is not in conflict with the result of the evaluation of the product. If you provide copies of the Certification Documentation to others it shall be reproduced in its entirety.
- 3.3 The Certificate Holder shall promptly notify us of any changes in the product construction, which may be material to the issuance of the CCA Certificate and associated test report.
- 3.4 When putting the product on the European market the manufacturer’s name, trademark or mark of origin must be affixed in a clearly visible location and position on the product, on the package and in the user manual. It can be affixed by label or directly imprinted.

The Certificate holder shall comply with the following special conditions:

- (i) to use the D-Mark only for the product for which it was authorized pursuant to the Service Agreement, including the D-Mark Service Terms;
- (ii) not to use the product certification in such a manner as to bring UL Contracting Party, UL Demko or any other UL Companies into disrepute and not make any statement regarding the product certification which may be misleading or unauthorized;
- (iii) to affix the D-Mark on the product;
- (iv) to ensure continuously that the product is identical to the original certified product;
- (v) to ensure access to manufacturers’ production sites at all times, so that factory inspections may be carried out for the purpose of checking production facilities and plants, or to ensure access by representatives from accreditation bodies in order for them to monitor inspectors conducting inspections at the factory;
- (vi) to allow us to select samples for retesting, where necessary; and

- (vii) to inform us of any complaints you receive that may affect the certification and, in case of non-compliance, to take on necessary corrective actions, including recall.
- 3.5 The CCA Certificate and D-Mark are valid for as long as the standards used for testing are valid and the Certificates Holder fulfils the requirements of the CCA and D-Mark Service Terms but will be withdrawn earlier if:
- (i) the Service Agreement terminates for any reason;
 - (ii) production of the certified product ceases or the product is modified without notifying us;
 - (iii) the CCA Certificate and D-Mark is used in contrary to these Service Terms or the D-Mark Service Terms;
 - (iv) permission to use the D-Mark is withdrawn for any other reason including subsequent changes in the actual relevant safety regulations and safety testing requirements;
 - (v) the production site does not fulfill the requirement of the CIG inspections;
 - (vi) any of our representative who are not permitted access to the production site(s) for which the certification is authorized; or
 - (vii) if based on the request from the Certificate Holder.
- 3.6 We reserve the right to withdraw the CCA Certificate and D-Mark if, in our sole opinion the Certificate Holder obstructs in any way the aim or operation, fails to take action regarding misuse of CCA and D-Mark Certificates or otherwise violates the CCA or D-Mark Service Terms.
- 3.7 By withdrawal of certification, the use of all advertising matter that contains any reference to the certification must be discontinued and certification documents must be returned to us.
4. **Use of Names and Marks.** CCA Services shall not result in UL Contracting Party, UL Demko, or any other UL Company issuing any product safety certification or any authorization to use the UL Marks, except as expressly authorized in the Service Agreement. Except as otherwise expressly authorized by us you shall not use UL Contracting Party's, UL Demko's, or any other UL Company's name, abbreviations, or symbols, or any form of reference which may be interpreted to mean any UL Company on any goods or their containers or packaging, or in connection with any oral or written advertising, promotion or otherwise.