

CONSTRUCTION PRODUCTS REGULATION NOTIFIED BODY SERVICES SERVICE TERMS

These Service Terms shall govern Notified Body Services for the European Union Construction Products Regulation (EU) No 305/2011 (CPR)¹ performed by the UL Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client. 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 Construction Products Regulation Notified Body 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.** The UL Contracting Party will undertake, by utilizing UL International (UK) Ltd., its affiliate with Notified Body designation (“UL UK” or “Notified Body”), to assess Client’s products and quality assurance systems for compliance with the Construction Products Regulation (EU) No 305/2011 (CPR), as amended and incorporated into and any applicable laws, regulations, and standards (“Applicable Requirements”), as may be requested in the Client’s Application (the “Assessment Services”). The Assessment Services requested by Client for specific projects shall be set out in an individual Quotation or Project Confirmation.
- 2. Information, Data, and Materials.** Client agrees to provide all relevant information and records, test data, products, and unrestricted access to all relevant equipment, locations, personnel and subcontractors necessary to complete the Assessment Services upon request. Client agrees to give timely written notice of all material changes to the information in connection with the Assessment Services.
- 3. Access to Facilities.** Client 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 factories or storage facilities where the 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. Client agrees to provide UL Contracting Party’s representatives and third-party observers with all applicable safety, and other, protections required by law for Client’s own employees. Client 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 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

¹ Construction Products Regulation (EU) No 305/2011 (CPR) Regulation (eu) no 305/2011 of the European Parliament and of the Council of 9 March 2011 laying down harmonised conditions for the marketing of construction products and repealing Council Directive 89/106/EEC (OJ L 88/5 4.4.2011, p). Amended by Commission Delegated Regulation (eu) No 157/2014 of 30 October 2013 (OJ L 52.8.2014, p.1) on the conditions for making a declaration of performance on construction products available on a website.

reasonable care to comply with any plant safety regulations generally applicable to personnel at any such factory or storage facility.

4. Transfer of Product Type Determination Testing or Factory Production Control to UL Contracting Party.

When Client transfers Product Type Determination Testing and/or Factory Production Control (“FPC”) assessment from another Notified Body, Client agrees to submit their test report and inspection report prepared by the other Notified Body for review. A test plan will be prepared to verify these test results from the other Notified Body and an initial FPC inspection will be conducted to verify the results. In addition, Client shall declare any outstanding Corrective Action Requests from their previous provider and specifically bring to attention outstanding Corrective Action Requests.

5. Compliance. Neither UL Contracting Party, UL UK nor Client shall deviate from the applicable laws, regulations, and standards governing the Assessment Services, unless Client has obtained in writing an exemption from the relevant authority.

6. Language Requirement. Client shall provide all materials and information with respect to the Assessment Services in English, unless the parties have agreed in writing to the use of a different language, and Client agrees to pay any additional costs related to the Assessment Services, e.g., translation costs.

7. Cancellation. Client may elect to discontinue or postpone the Assessment Services at any time upon written notice to UL Contracting Party. Client shall be responsible for payment of all Assessment Services performed prior to UL Contracting Party’s receipt of such notice and any fees associated with the termination or postponement.

8. Fees. UL Contracting Party will establish a fee for each project and provide this fee in a Quotation or Project Confirmation issued to Client. The Quotation or Project Confirmation will set forth the fees for the Assessment Services, including fees associated with preparation prior to the assessment activities, and the on-site assessments, reports, reviews, and activities following the assessments, but does not include expenses associated with travel and living which will be billed at cost as incurred. The fees are subject to change in the event that it is determined that additional services are reasonably necessary to complete the Assessment Services. Annual fees for filing and maintenance of the Certificate and for additional copies of reports and Certificates will be billed separately. In addition, Surveillance Services, will be billed separately.

9. Certificate of Constancy of Performance. If Client's product and/or quality system is determined to conform to the applicable laws, regulations, and standards, Client shall be eligible to receive a Notified Body Certificate of Constancy of Performance (“Certificate”). The maintenance of any Certificate is contingent upon the Client's continued adherence to the terms of the Service Agreement, including these Terms. The Certificate may be canceled or withdrawn at any time if Client's product and/or quality system fails to conform to the applicable laws, regulations, and standards, or if the information, materials, or data Client provides to UL Contracting Party contain any misrepresentation or omission.

10. References to UL Contracting Party or UL UK. Unless otherwise authorized in writing by it, the UL Contracting Party will only permit the use of appropriate references to UL Contracting Party or UL UK in the form or text as specified by UL Contracting Party. UL Contracting Party will permit Client to use such references in promotional or advertising material provided that, in the opinion of UL Contracting Party, the promotional or advertising material does not conflict with UL Contracting Party's findings or create a misleading impression as to the nature of those findings. By withdrawal of certification, the use of all advertising matter that contains any reference to the certification must immediately be discontinued.

11. Use of Certificate and Notified Body number. The Certificate and the Notified Body number shall be obtained and used only when and in the manner authorized by the Notified Body. Notwithstanding that the cost of displaying the Certificate and Notified Body number is not paid by UL Contracting Party or UL UK, Client agrees that the Notified Body shall retain the right to control the display or otherwise use the Certificate and Notified Body number. If copies of certification documentation are provided to others it shall be reproduced in their entirety. Notified Body representatives shall have the right, on demand, to acquire possession of the Certificate and any or all advertising and promotional material or other means of displaying the Certificate or other references to UL Contracting Party or UL UK upon termination of the Service Agreement, or when such action is warranted in the judgment of UL Contracting Party or UL UK. Client assumes full and sole responsibility for its use of the Certificate and Notified Body number and agrees that its product and/or quality system will be in compliance with the Applicable Requirements at all times. Client agrees that its use of the Certificate and Notified Body number constitutes its declaration that the Notified Body has assessed its product and/or quality system in accordance with the applicable laws, regulations and standards, and that the products and/or quality systems covered by the Certificate are in accordance with the Applicable Requirements. Client agrees that the promotion of its product and/or quality system utilizing the name, Certificate, or Notified Body number of UL Contracting Party or one of its affiliates such as UL UK, would mislead the public if such product and/or quality system is not covered by a Certificate issued by the Notified Body; does not comply with the Applicable Requirements and applicable laws, regulations, and standards; or is used in any way not authorized by UL Contracting Party or UL UK.

12. Investigation of Complaint and Noncompliance. Client agrees to inform UL Contracting Party of any complaints that may affect certification. Client also agrees that it will, at its expense, fully cooperate with and assist in ascertaining the facts if it is reported that Client's product and/or quality system are not in compliance with the Applicable Requirements, or applicable laws, regulations, and standards. Client may be charged additional fees for UL Contracting Party's investigation activity. Among other things, Client shall promptly share any information it acquires regarding the reported noncompliance, take any corrective action necessary to correct any noncompliance, document the actions taken, and provide timely reports to UL Contracting Party on such corrective action.

13. Surveillance Services. Client agrees that surveillance service to be provided through UL UK and any Assessments Services are designed to serve only as a check on the means by which the Client determines compliance of its product and/or quality system with the applicable laws, regulations, and standards. Client also agrees that such

surveillance service and assessments in no way relieves the Client of its responsibility for its product and/or quality system that are subject to the Certificate.

14. No Listing, Classification or Recognition of Product. Client understands and agrees that any report, Certificate, or authorization, issued as a result of any Assessment Services performed under this program (CPR), shall not result in UL Contracting Party issuing product safety certification or any authorization to use the Marks and will not indicate acceptability of a product for Listing, Classification or Recognition by UL Contracting Party, UL UK, or any other UL Company. Client shall not use such report or Certificate in any manner or as the basis of any oral or written representation to convey the impression that any product or system has been or is so Listed, Classified or Recognized.

15. Third-Party Beneficiaries. Each UL Company other than the UL Contracting Party, including without limitation UL UK, as the Notified Body appointed under the CPR, shall be an intended third-party beneficiary of the Service Agreement. As such, each UL Company such as UL UK shall be entitled to enforce the provisions of the Service Agreement in its own name and for its own benefit. Except as aforesaid, the Parties intend that no provisions of this Agreement shall in any way benefit any other third party, and that no other entity or person shall have any rights or cause of action under this Agreement.