

D-MARK SERVICES SERVICE TERMS

These Service Terms and Conditions shall govern D-Mark Services provided by the UL Contracting Party (as identified in the Quotation or Project Confirmation), utilizing its affiliate UL International Demko A/S (“UL Demko”) a Demko Certification Body, accredited by DANAK, the Danish national body for accreditation, (“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 D-Mark 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 the type testing of the product submitted, we will evaluate your products in accordance with the applicable technical requirements. The Services you request from us for specific projects, shall be set out in individual Quotations or Project Confirmations. Certification and inspection fee charges are available upon request.

- 2. Eligibility of a Product for D-Mark Certificate.**
 - 2.1 You shall be eligible to receive a D-Mark Certificate issued by UL Demko (“Certificate”) and associated test report, if your product is found to comply with the applicable standards and requirements.

 - 2.2 You are the Certificate Holder and are the responsible manufacturer for the products(s) for which you have received the 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 D-Mark Certificate.

 - 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 all information needed for evaluation of product(s).

The issuance of the D-Mark 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;

- (iii) the manufacturer’s compliance with the current requirements of the D- Mark requirements, which may be revised from time to time;

- (iv) the production site(s) yearly compliance with the Common Interest Group (“CIG”) factory inspection requirements.

3. Compliance with the D-Mark Requirements.

- 3.1 The D-Mark Certificate enables you to affix the D-Mark on the product. You agree that the products for which the D-Mark Certificate has been issued will comply with the applicable technical requirements at all times.
- 3.2 The Certificate Holder is entitled to use 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 D-Mark Certificate and associated test report.
- 3.4 The D-Mark Certificate entitles the product to carry the D-Mark in the following form:



The size of the mark may be reduced or enlarged on the condition that it remains readable and that the proportions of width and height are kept. The use of dark text for the D-Mark on light backgrounds and light text on dark backgrounds is permitted.

- 3.5 When putting the product on the EU 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 this Agreement;
- (ii) not to use the product certification in such a manner as to bring UL Contracting Party, UL Demko or any other UL Company into disrepute and not make any statement regarding the product certification which may be misleading or unauthorized;
- (iii) not to transfer or assign rights for use of the D-Mark to third parties;

- (iv) to affix the D-Mark on the product;
- (v) to ensure continuously that the product is identical to the original certified product;
- (vi) to pay the Annual Fee for the number of certificates held by the Certificate Holder;
- (vii) to ensure our representative access to 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;
- (viii) when the product is sold in Denmark, to provide a manual, which must be in Danish, with the product containing warnings and other safety-related issues regarding installation, use and maintenance;
- (ix) to allow us to select samples for retesting, where necessary; and
- (x) to inform us of any complaints received that may affect the certification, and in case of non-compliance, to take necessary corrective actions including recall.

3.6 The D-Mark Certificate is valid for ten (10) years, but will be withdrawn earlier if:

- (i) the Agreement terminates for any reason;
- (ii) production of the certified product ceases, or the product is modified without notifying us;
- (iii) the Certificate or Mark is used contrary to these 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 D-Mark Annual Fee is not paid;
- (vi) the production site does not fulfill the requirements of the CIG inspections;
- (vii) our representative is not permitted access to the production site(s) for which the D-Mark certification is authorized; or
- (viii) if based on the request from the Certificate Holder.

3.7 We reserve the right to withdraw the D-Mark Certificate if, in our sole opinion, the Certificate Holder obstructs in any way the aim or operation of the D-Mark, fails to take action regarding misuse of D-Mark Certificates, fails to ensure that the manufacturer is in compliance with the D-Mark requirements, or otherwise violates the Service Agreement.

- 3.8 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.** D-Mark services shall not result in UL Contracting Party, UL Demko, or any other UL Company issuing product safety certification or any authorization to use the D-Mark or other Marks, except as expressly authorized in this Agreement. Except as otherwise expressly authorized in writing 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 refer to UL Contracting Party, UL Demko, or any other UL Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotion or otherwise.