EASA Accreditation Audit Programs Service Terms

These Service Terms and Conditions shall govern EASA Accreditation Audits 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 EASA Accreditation Audit Services. The capitalized terms in these Service Terms shall have the same meaning as in the GSA.

1. Scope of Service. Client authorizes UL Contracting Party to perform audits of Client's service center, factory, records, process documents, equipment, and management systems ("Service Center") for compliance with ANSI/EASA AR100: Recommended Practice for the Repair of Rotating Electrical Apparatus.

2. Price. A Quotation or Project Confirmation will establish the price for UL Contracting Party. The price is subject to change at UL's discretion, upon reasonable notice to Client. UL Contracting Party may require a preliminary deposit before beginning Services. Invoices are due and payable without discount upon receipt of the invoice. Client shall pay the full amount of the invoice(s) regardless of the result of its audits.

3. Deliverables. Upon completion of an audit, UL Contracting Party will provide Client with an audit report outlining the results of the audit. If UL Contracting Party requires Client to resolve any non-conformances, Client will correct these items prior to the report being deemed final. The audit is limited to an assessment of the Service Center's compliance with ANSI/ EASA AR 100 requirements and UL Contracting Party makes no statement, express or implied, as to the construction, materials or design of any products involved in this assessment. Client may use not imply the construction or use of a product was verified during the quality audit.

4. On-Going Requirements.

4 (a) Internal Self-Audit. After successful completion of the UL Contracting Party provided initial accreditation audit, Client will be responsible for completing annual audits in years two and three of its accreditation. EASA requires an external audit every three years. If Client is conducting its own self-audits, it shall be the responsibility of the Client to ensure internal self-audits are submitted to UL Contracting Party at least two weeks prior to annual renewal to ensure compliance to the EASA Accreditation Program deadlines. Client represents and warrants that all information provided to the UL Contracting Party is complete and accurate and can be relied upon by the UL Contracting Party in its submission to EASA. If, in our sole discretion, we believe the Client provided audit is not complete or accurate, we reserve the right to withhold of such audit findings to EASA. At the Client's option, Client many elect to contract with UL Contracting Party to complete the annual self-audits on your behalf.

4 (b) Reporting of Results and Major Deviations. If deviations or non-conformances are found during an audit and are not resolved within thirty (30) days, the EASA Accreditation Audit may be cancelled. Additional charges may apply for resolving any major deviation or non-conformance. A major deviation is one that could affect the safety of the product or include multiple major deficiencies found in the service center during the accreditation audit.

5. Access. Client acknowledges and agrees that UL Contracting Party's representatives (including UL's Accreditation Body representatives) shall have free, safe, and secure access to the Service Center in order to perform the Services during normal business hours and/or when the Service Center is actually in operation so that UL Contracting Party may perform the requested audits. Client agrees to provide UL Contracting Party's representatives with all safety and other protections required by law for Client's own employees, including, without limitation, all applicable Occupational Health & Safety rules and regulations in effect. Client shall not attempt to condition the right of UL Contracting Party's representative. If any UL Contracting Party representative signs such an agreement, waiver, or release, it shall be considered void and shall be of no force and effect. UL Contracting Party shall, however, direct its representatives to exercise reasonable care to comply with any plant safety regulations generally applicable to personnel at any such Service Center.

6. Use of Names and Marks. EASA Accreditation shall not result in UL Contracting Party or other UL Company's product safety certification of any product, or any authorization to use the Marks. Except as otherwise expressly authorized by UL Contracting Party, Client shall not use UL Contracting Party's, or any other UL Company's name, abbreviation, symbols, Marks or any other form of reference which may be interpreted to refer to 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 any specific language requirement.