

ELECTROMAGNETIC COMPATIBILITY TESTING SERVICES SERVICE TERMS

These Service Terms shall govern Electromagnetic Compatibility (EMC) Testing Services performed by 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 Electromagnetic Compatibility Testing 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.** UL Contracting Party will evaluate Client’s products for electromagnetic compatibility (“EMC”) including electromagnetic emissions and susceptibility evaluations. The services requested by Client and to be provided by UL Contracting Party for specific projects shall be set out in an individual Quotation or Project Confirmation.
2. **Price.** The Quotation or Project Confirmation will establish the price for UL Contracting Party’s Services. The price will depend upon the type of product and the test requirements. Any Quotation or Project Confirmation is subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
3. **Samples.** UL Contracting Party will examine and test one or more samples of the product. The number of samples required will depend upon the product, the number and type of tests required, and other factors. Once UL Contracting Party has determined the investigation program for the product, UL Contracting Party will inform Client of the number of samples needed.
 - **Shipping Samples.** UL Contracting Party will provide Client with information on where to ship the product. Usually, UL Contracting Party will ask Client to ship product samples to a nearby UL Contracting Party facility. *To avoid unnecessary shipping expenses, Clients should not send samples to UL Contracting Party until UL Contracting Party requests them.*
 - **Oversized Samples.** Some products or systems cannot be easily or economically shipped to UL Contracting Party for testing. If a product cannot be shipped to UL Contracting Party, UL Contracting Party and Client will mutually agree upon other ways to investigate Client’s product at Client’s facility or other locations.
 - **Testing and Return of Samples.** EMC testing will not physically destroy Client’s samples. However, products may be damaged by EMC testing. UL Contracting Party will return Client’s samples to Client after testing, and insure them for a nominal value, unless Client instructs UL Contracting Party otherwise. *UL Contracting Party shall not be responsible for lost, damaged, or destroyed samples, or for injuries or damages of any nature caused by any sample.*

4. **Deliverables.** UL Contracting Party will provide Client with a test report. The test report will include (i) a general description of the product; (ii) any modifications to the product made during testing; (iii) the equipment used; (iv) the standards and requirements against which UL Contracting Party tested the product; and (v) the results of the tests.
5. **Use of Names and Marks.** EMC services shall not result in UL Contracting Party issuing product safety certification 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, or 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 otherwise.