

FIELD EVALUATION SERVICES TERMS FOR CANADA

These Service Terms shall govern Field Evaluation (“FE”) Services performed by UL Contracting Party as the inspection body in accordance with SPE 1000, Model Code for the Field Evaluation of Electrical Equipment, SPE 3000 Model Code for the Field Evaluation of Medical Electrical Equipment & Systems or Field Evaluation for Gas Safety Evaluation based on Canadian code requirements for Canada, 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 Field Evaluation 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 conduct a Field Evaluation on: (i) products that have not been previously investigated by UL Contracting Party; (ii) a UL Contracting Party Listed product that has been installed or modified in the field; (iii) a UL Contracting Party Listed product for use in a category other than what it was Listed in; or, (iv) a product not listed for use in Canada. The Field Evaluation Services assess compliance with applicable requirements and are limited to the features and characteristics that can be evaluated at the place of inspection. The FE Services requested by the Client for specific projects, shall be set out in a Quotation or Project Confirmation in accordance with SPE 1000, Model Code for the Field Evaluation of Electrical Equipment, SPE 3000 Model Code for the Field Evaluation of Medical Electrical Equipment & Systems or Field Evaluation for Gas Safety Evaluation based on Canadian code requirements for Canada. Specified Premises and Specified Products will also be defined in the Quotation or Project Confirmation.

2. Definition of UL Contracting Party. The UL Contracting Party for FE Services will be identified in the Quotation or Project Confirmation provided to the Client.

3. Price. The Quotation or Project Confirmation will establish the price for FE Services based on the number of units to be inspected and applicable criteria as per SPE 1000, SPE 3000 or Canadian Code & Standard requirements as they apply for Commercial & Industrial Gas Fired Appliance & Equipments. The price will depend upon the type of product and the test requirements, and is subject to change at UL Contracting Party’s discretion, upon notice to Client, depending upon the requirements of the specific project.

4. Potential Hazard. UL Contracting Party reserves the right to terminate the Field Evaluation if, in UL Contracting Party’s sole discretion, the equipment features cannot be fully evaluated at the place of inspection, or the inspection presents a potential hazard to personnel or property.

Client acknowledges its willingness to support UL Contracting Party’s public safety mission and that UL Contracting Party is entitled to receive information received, developed or collected by Client regarding the performance of a Field Evaluated Product bearing an Inspection Label. Accordingly, Client will promptly notify UL Contracting Party in writing: (i) when Client notifies a relevant governmental agency of potential field hazards; or (ii) when the Client has found or has received a report that the covered Field Evaluated Product could create a substantial hazard to users. Client agrees to make available to UL Contracting Party for inspection and copying all documents and other information related to the above, keep a record of all complaints made known to the Client relating to the covered Field Evaluated Product in compliance with UL Requirements and to make these records available to UL Contracting Party when requested. Client agrees to take appropriate action to respond to such complaints and any noncompliance

with UL Requirements and keep record of such actions. Client agrees that UL Contracting Party may share such information with other UL Companies. Specifically, with respect to documents provided by Client to federal, provincial, local, or governmental agency, Client authorizes that agency to make those documents available to UL Contracting Party for inspection and copying. Client agrees that it will cooperate with and assist UL Contracting Party in connection with its investigation of any affected covered Field Evaluated Products and undertake such corrective action as is in the best interests of public safety.

5. Jurisdictional Authority Report. UL Contracting Party's staff will address all questions or concerns raised by the local Authority Having Jurisdiction ("AHJ"). UL Contracting Party's staff may fully discuss or include in correspondence all aspects of the inspection with any local AHJ concerning the Specified Product.

6. Deliverables.

a. A Product is eligible for a Field Evaluation if it complies with the applicable requirements as per SPE 1000, SPE 3000 or Canadian Code & Standard requirements as they apply for Commercial & Industrial Gas Fired Appliance & Equipments. The UL Contracting Party's staff will inspect to these requirements, and where the Specified Product(s) qualifies, will apply the FE Label.

b. If the Specified Product(s) cannot be fully inspected on site or if inspection involves potential hazards that cannot be fully assessed, UL Contracting Party will stop the inspection and provide a report that indicates the deficiencies and/or limitations.

c. Field Evaluations are performed, in accordance with SPE 1000, SPE 3000 or Canadian Code & Standard requirements as they apply for Commercial & Industrial Gas Fired Appliance & Equipments. Client agrees to disclose to UL Contracting Party any characteristic or feature pertaining to the construction, installation, and/or use of the Specified Product(s). In addition, the Client agrees to disclose any prior requests for FE that were denied (by any Accredited FE Service provider / Inspection body), the reasons for the same and how those deficiencies have been addressed with all supporting documents.

d. Client acknowledges that UL Contracting Party's determination as to the acceptability of the Specified Products is based on UL Contracting Party's product safety requirements in place at the time of the inspection. UL Contracting Party shall not assume any responsibility for conformance of the Specified Products if: (a) the Specified Product(s) has been moved from the location where it was inspected; or (b) the Specified Product(s) is modified or altered in any way or form after UL Contracting Party has applied a FE Label.

7. Corrective Action. Client shall take corrective action, as per ISO Guide 27, if the product/service/system is subsequently found to be non-conforming or to be hazardous.

Note - for the purposes of this clause, replace the term "certification body" with "inspection body" in ISO Guide 27.

8. Use of Names and Marks. Field Evaluation 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, symbols, Marks or any other form of

reference which may be interpreted to mean a UL Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.

9. References to Underwriters Laboratories of Canada Inc. (“ULC”). Client agrees that UL Contracting Party or its affiliate ULC may notify vendors, AHJs, potential users and others of any improper or unauthorized use of the FE Label or reference to ULC when, in the opinion of UL Contracting Party or ULC such notification is necessary for public safety or for the protection of ULC’s certification Marks.

10. Access. Client acknowledges and agrees that UL Contracting Party’s representatives (including UL Contracting Party’s Accreditation Body representatives) shall have free, announced, safe, and secure access to factories and/or storage facilities where the covered Product(s), or any components thereof, are fabricated, processed, finished, stored, and/or located, during normal business hours and/or when the factory or storage facilities are actually in operation. 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 representatives to obtain free access to a factory and/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 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 factory or storage facility.

11. Termination. Either party may terminate a Service Agreement for Field Evaluation Service without cause, at any time upon thirty (30) days’ prior written notice to the other party. Any termination notice shall specify the proposed termination date.

12. Specific Canadian Requirements on Bilingual Markings. Canadian Federal and Provincial/Territorial statutes and regulations, such as the Consumer Packaging and Labeling Regulation, require the use of bilingual product markings for products sold in Canada. The bilingual requirements include the Safety, Warning & Caution markings as defined by the Code, Standard or ORD. It is the sole responsibility of the Client and Manufacturer to comply with the applicable Canadian Federal and Provincial/Territorial Marking Regulation(s) and Law(s) in both official languages.

13. Dispute Resolution Concerning Standards Council of Canada Accreditation Criteria. If any Client’s dispute or disagreement regarding fulfillment of applicable Standards Council of Canada (SCC) accreditation criteria cannot be resolved, the Client’s final level of appeal will be the SCC and its decision concerning fulfillment of accreditation criteria will be binding.