

FIELD EVALUATION SERVICES SERVICE TERMS

These Service Terms shall govern Field Evaluation 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 Field Evaluation Services. 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 on-site evaluations of installed products or products with a specified installation location that have not been previously investigated by UL Contracting Party, or a UL Contracting Party Listed product that has been modified in the field. Field Evaluation Services assess compliance with applicable requirements and are limited to the features and characteristics that can be evaluated at the installed site without damage to the product. The services requested by Client and to be provided by UL Contracting Party for specific projects shall be set out in individual Quotations or Project Confirmations.
2. **Access to Site.** Client shall provide representatives of UL Contracting Party as well as any third-party observers accompanying the representatives, free, safe, and secure access to the site to conduct its Field Evaluation Services. Client shall ensure that Client and any third party will not attempt to condition the right of UL Contracting Party’s representatives to obtain free access to any site 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 reasonable care to comply with any site safety regulations provided to UL Contracting Party in advance that are generally applicable to personnel at any such site. 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, including, without limitation, all U.S. Occupational Safety and Health Administration (“OSHA”) rules and regulations or any non-U.S. equivalents. If the Client or end user site representatives require UL Contracting Party’s representatives to participate in additional training to permit site access, UL Contracting Party may quote for additional fees.
3. **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.
4. **Field Evaluation.** 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 in the field, or the evaluation presents a potential hazard to persons or property.

5. **Jurisdictional Authority Report.** UL Contracting Party's staff will address all questions or concerns raised by the local Authority Having Jurisdiction ("AHJ"). If UL Contracting Party cannot fully evaluate the equipment, UL Contracting Party will provide a report to the Client and the local AHJ indicating the level of compliance that could be determined and identifying the issues that UL Contracting Party was unable to fully evaluate.
6. **Deliverables.**
 - (a) If the equipment complies with the applicable requirements, UL Contracting Party's staff will apply a serialized UL Evaluated product Mark to the equipment. A final report will be issued to the Client and AHJ.
 - (b) If the equipment does not meet the requirements, a report identifying the discrepancies will be issued to the Client and AHJ.
 - (c) If the equipment cannot be fully evaluated on site or involves potential hazards that cannot be fully assessed, UL will cease the evaluation and issue a report that indicates the level of compliance that could be determined and identifies the issues that UL Contracting Party was not able to fully evaluate.
7. **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 UL 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 the 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.