

FACT-FINDING INVESTIGATION SERVICE TERMS

These Service Terms shall govern Fact-Finding Investigation Services performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) and set out responsibilities and obligations of the client (“Client”). These terms and the terms of the Global Services Agreement (“GSA”) are incorporated by reference and are an integral part of each Service Agreement entered into by the Parties for Fact-Finding Investigation Service.

Scope of Service. It is agreed that the sole purpose of this Fact-Finding Investigation is to develop information and data for use by the Applicant in seeking recognition by or amendment of a nationally recognized installation code or standard.

This Application covers one examination, one set of tests, other activity pertaining to the scope of the work outlined in the transmittal letter. In the event of further examination or tests of improved or additional samples or other unanticipated work a new Application with a new Cost Limit and Preliminary Deposit may be required. This Application does not cover the separate investigation of components of the product when such components are of a category Listed, Classified or Recognized by UL Contracting Party.

It is understood that the report, if any, rendered by UL Contracting Party as a result of this investigation will contain no conclusions or recommendations and that the issuance of any such report will not indicate acceptability of the product for Listing, Classification or Recognition by UL Contracting Party, and Client further agrees that any such report will not be used to convey the impression that the product has been or is eligible to be Listed, Classified or Recognized by UL Contracting Party.

Client agrees that the name of UL Contracting Party or that of any other UL Company or any abbreviation thereof, or any symbol therefor shall not be used on or in connection with the product unless and until specifically authorized by UL Contracting Party in writing as a result of establishment of appropriate service and that the report shall not be used for any purpose other than that previously set forth.

Client agrees that use of UL Contracting Party’s name or symbol in connection with products which are not Listed, Classified or Recognized by UL Contracting Party or that the use of the information developed for any purpose other than that contemplated by this Application would mislead the public, and that breach of this contract in this respect could not adequately be compensated for in money damages. For these and other reasons Client agrees that, in the event of the violation of any of the terms of this Application, a temporary injunction may be issued at the instance of UL Contracting Party restraining Client from further dissemination of the information or any reference to UL Contracting Party in any manner unless specifically authorized by UL Contracting Party, and any other relief which may be deemed appropriate. The granting or issuance of such temporary injunction shall not affect the right of UL Contracting Party to compensatory and punitive damages for the breach of this contract and shall be in addition to, and not in lieu of, any other rights and remedies provided by this contract.