

## **FIRST RESPONDER GARMENT REPAIR, INSPECTION AND CLEANING CERTIFICATION SERVICES SERVICE TERMS**

These Service Terms shall govern the First Responder Garment Repair, Inspection, and Cleaning Certification Services (“Program”) performed by UL Contracting Party (as identified in the Quotation or Project Confirmation), and shall set out the responsibilities and obligations of the client (“Client”) seeking a certificate under the Program. 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 Garment Repair, Inspection, and Cleaning Certification 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 repair, inspection, and/or cleaning services and quality management systems to assess compliance with applicable requirements. Issuance of a certificate under this Program shall not result in UL Contracting Party issuing product safety certification of any product or registration of any management system. UL Contracting Party’s services shall not result in UL Contracting Party’s approval or listing of garments repaired, inspected, or cleaned by Client, garments manufactured by Client, or Client’s facilities. The services requested by Client for specific projects shall be set out in an individual Quotation or Project Confirmation.

**2. Price.** A Quotation or Project Confirmation will establish the price for UL Contracting Party’s Services. The price will depend upon the type of products or materials repaired by the Client and other services (inspection and/or cleaning) evaluated. All Quotations and Project Confirmations are subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client, and depending upon the requirements of the specific project.

**3. Certificate Program Requirements.** Client will need to review the following documents: Certificate Program for Repair Service Providers and Organizations for Structural and Proximity Fire Fighting Garments, and Technical Rescue Garment Requirements (“Program Requirements”); and NFPA 1851 “Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural and Proximity Fire Fighting,” as modified from time to time; and NFPA 1855 “Standard on Selection, Care, and Maintenance of Protective Ensembles for Technical Rescue Incidents,” as modified from time to time. The Program Requirements more fully explain UL Contracting Party’s Program and Client’s obligations and rights under the Programs. The Program Requirements are available in hard copy upon request. Client agrees to abide by the terms of the applicable Program Requirements, which are incorporated by reference into these Service Terms, and made a part of the Service Agreement between the parties. Client acknowledges and agrees that UL Contracting Party has the right to modify or replace the Certificate from time to time during the term. UL Contracting Party will provide Client an example of the new Certificate and Client must, within thirty (30) days of receipt, begin using such Certificate in authorized materials and stop use of the replaced Client Certificate.

**4. Access to Facilities.** Client agrees that UL Contracting Party’s representatives shall have free, safe, and secure access to facilities where Client’s records and systems are kept so that UL Contracting Party may perform the evaluation or audits required by the Program Requirements. 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 U.S. Occupational Safety and Health Administration rules and regulations. The right of UL Contracting Party’s representatives to obtain free access to a facility shall not be conditioned 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 UL Contracting Party's representative. If UL Contracting Party's representatives sign such an agreement, waiver, or release, it shall be considered void and have no force and effect. However, UL Contracting Party shall direct its representatives to exercise due care to comply with any plant safety regulations generally applicable to personnel at facility.

**5. Use of Name, Certificate, Marks or Badge.** Participation in this Program may result in issuance of a Certificate by UL Contracting Party. Participation in this Program shall not result in UL Contracting Party issuing product safety certification or registration. The Client's "Use of the UL Mark" shall mean, (i) the Client's use of the Certificate bearing a UL Mark, or (ii) the Client's use of the name of UL Contracting Party or another UL Company or UL Badge in advertising or promotional materials (as described in Section 9 of these Service Terms).

**6. UL Ownership.** Client acknowledges and agrees that UL Contracting Party or another UL Company owns the UL Mark and UL Badge. Client expressly agrees that it shall not use the UL Mark on or in connection with, the Certificate, or the name of UL Contracting Party or another UL Company or the UL Badge in advertising or promotional materials, until authorized to do so by the UL Contracting Party and then only in the form of manner specified. Client further agrees that UL Contracting Party may, but is not obligated to, notify any third party of any improper or unauthorized Use of the UL Mark, UL Badge, or reference to UL Contracting Party or another UL Company, by Client.

**7. Client's Use of UL Mark.** Client expressly agrees and warrants that Client is solely responsible for its Use of the UL Mark.

**8. Misuse of UL Company Name or UL Mark.** Client acknowledges and agrees that the use of a UL Mark, or a description referring to UL Contracting Party or another UL Company, could mislead third parties if Client does not comply with Program Requirements (including, without limitation, the applicable standards or limitations described on the Certificate), or if the UL Mark is used in any way other than as provided in these Service Terms. Client acknowledges and agrees that any such use of the name of UL Contracting Party, the name of another UL Company, or of any UL Mark would constitute a "Misuse" under the terms of these Service Terms. Client expressly agrees that any Misuse of the name of UL Contracting Party, another UL Company or the UL Mark will subject Client both to liability for breach of contract and to the remedies for such breach set forth in the Global Services Agreement and in these Service Terms.

**9. Use of UL Company Name and UL Badge in Advertising and Promotional Materials.** UL Contracting Party will permit Client to make appropriate references to UL Contracting Party or another UL Company as authorized from time to time in writing by UL Contracting Party in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with the Certificate that bears the UL Mark; PROVIDED THAT, in UL Contracting Party's sole opinion, the following conditions are met: (a) the promotional or advertising material is in no way inconsistent with the findings or coverages of UL Contracting Party; (b) the reference to UL Contracting Party or another UL Company is not intended to and does not create a misleading impression as to the nature of UL Contracting Party's findings, its coverages, or its Service; and (c) the promotional or advertising material does not in any manner state or imply that UL Contracting Party or any other UL Company is in any way (i) "endorsing" or "certifying" any product or process; or (ii) "warranting" or "guaranteeing" any product or process, its performance, or its "safety." Except for the UL Badge

that is prescribed for use, no other UL Mark may be used in any advertising or promotional material.

#### **10. Client's On-Going Certification Testing and Reporting Obligations.**

1. **Process Changes.** Client shall provide UL Contracting Party with prompt written notice of any changes in its process, change in the ownership of the organization owning the certified process, or any other modification to Client's process which could in any way impact the certification. Upon such notice, we will initiate a review which may determine the need for re-certification. UL Contracting Party may need to perform additional Services which may include further audits, documentation review, or on-site inspections for which you will be separately quoted.
  - a. **Re-Certification of Compliant Processes.** The Certificate will expire 1 year from the date of issuance. Every twelve months, UL Contracting Party will perform a complete re-review of the certified process which will include a full investigation at reduced sampling and review to then current Program Requirements. If Client is found in conformance with all Program Requirements, Client will be recertified subject to additional annual fees. **Non-Compliance.** If, at any time: (i) any or all certified processes have not successfully completed ongoing certification renewal review, (ii) UL Contracting Party has not received full payment of all fees owed, or (iii) any certified process has failed our review, all affected certified processes within the affected policy shall be deemed non-compliant. UL Contracting Party may need to perform additional Services which may include further audits, documentation review, or on-site inspections for which Client will be separately quoted.
  - b. **Records.** Client shall keep a record of all complaints made known to Client regarding the process's compliance with the Program Requirements, take appropriate action to investigate and respond to such complaints and any non-compliance with the Program Requirements, and provide a record of such actions upon UL Contracting Party's request.
2. **Maintaining Certification.** Six months after issuance of certificate, UL Contracting Party will perform a review of the certified process which will include a factory inspection and review to then current Program Requirements
3. **Withdrawing , Suspending, or Withholding Certification.**
  - a. UL Contracting Party may suspend, withdraw, or withhold certification at any time if any of the following occur as determined in UL Contracting Party's sole discretion:
    - i. changes to Client's organization, facilities, or processes;
    - ii. improper use of the Certificate;
    - iii. Client obstructs in any way the aim, operation, or development of the Program Requirements; or
    - iv. Client otherwise violates the Program Requirements.
  - b. If, in UL Contracting Party's sole discretion, such issues are severe enough so as not to be able to meet the Program Requirements, UL Contracting Party may remove the certified process from the certification for the remainder of the certification period;
  - c. If, in UL Contracting Party's sole discretion, such issues are resolvable in a reasonable timeframe, UL Contracting Party may suspend Client's certification until remedied.

- d. Upon suspension, withdrawal, or withholding of certification for any reason Client must immediately stop use of the Certificate and any UL Mark(s).
5. Termination
- a. Termination by UL Contracting Party. UL Contracting Party may immediately terminate this Service Agreement and authorization to use the Certificate or UL Mark(s) without further right to cure if:
    - i. Client fails to pay any fees due in connection with the certified processes;
    - ii. Client becomes de-certified with respect to any certified processes pursuant to UL Contracting Party's then current procedures;
    - iii. Client fails to notify UL Contracting Party of any changes to the certified process(es);
    - iv. Client misuses the Certificate;
    - v. UL Contracting Party determines in its sole discretion that changes to the certified process have occurred such that the certified process is no longer eligible for certification; or
    - vi. Client obstructs in any way the aim, operation, or development of the Program Requirements.
  - b. Termination or Expiration of this Service Agreement. Upon termination or expiration of this Service Agreement for any reason, Client agrees to immediately:
    - i. Stop use of the Certificate and UL Mark and destroy all marketing and promotional materials that contain or reference the Certificate or use the UL Mark(s); and
    - ii. Pay all fees due including any annual fees in full. Unless UL Contracting Party has materially breached the Service Agreement, there will be no pro rata reduction or return of annual fees.