

## GS Mark Services Service Terms

These Service Terms shall govern GS Mark Services performed by the UL Contracting Party (as identified in the Quotation or Project Confirmation) utilizing its affiliate, UL International Demko A/S (“UL Demko”), a Geprüfte Sicherheit (“GS”) Certification Body, appointed by Zentralstelle der Länder für Sicherheitstechnik (“ZLS”), approved in accordance with the German Product Safety Act (“ProdSG”), Section 23, appointed by the Federal Minister for Employment and Social Affairs under the German Act on Technical Work Equipment and Consumer Products, and permitted to authorize application of the GS Mark, (“we”, “our” or “us” as the context requires); and set out your responsibilities and obligations as a Client (“you” or “your” as the context requires). 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 GS Mark Service. The capitalized terms in these Service Terms shall have the same meaning as in the GSA. By accepting the Global Services Agreement, the Client also declares that an application for the GS Certificate of the same Product has not been lodged with another Certification Body at the same time.

### A. Testing and Certification Services

#### 1. SCOPE OF SERVICE.

These Service Terms govern Client’s relationship with us as: (a) an “Applicant,” who submits devices, equipment, materials, or systems (“Product[s]”) to us for a “GS Mark Service” designed to assess: (1) the Product’s conformity to applicable GS Requirements of the ProdSG, Section 3 (as defined below), including, without limitation, program requirements, any applicable European Technical Safety Specifications (e.g. European Norm (“EN”) standard[s]), and any applicable Factory Inspection Service Requirements”; and (2) the eligibility of such Product(s) for the GS Mark Certificate and GS Mark Factory Inspection Service (collectively, “GS Mark Service Requirements); and/or (b) a “Manufacturer,” who carries out control in such stages of the manufacture, assessment, verification, handling and storage of a Product and has responsibility for continued compliance of the Product with the GS Requirements; and/or (c) a “Production Site”, that serves as the location at which the Product covered by the GS Mark Service, is produced or assembled and covered by the GS Requirements.

Before we establish GS Mark Service for any Product, the Applicant must provide us with the name and address of the Product Manufacturer(s) and the Production Site(s) where the Product is to be manufactured or assembled. No GS Mark Service will be established or maintained unless all necessary and appropriate Applicant, Manufacturer and Production Site(s) have entered into, and comply with, the terms of all applicable agreements with us.

Based on type testing of the Product submitted, we will evaluate your Products in accordance with the applicable technical requirements, and according to the GS Requirements of the ProdSG, Section 3. The Services requested by you for specific projects shall be set out in individual Quotations or Project Confirmations.

**2. Certification Decision.** We will evaluate submitted Products and, if eligible, in our sole opinion, we will authorize the use of the GS Mark with the following considerations:

Manufacturer acknowledge that Product marked with the GS Mark will be produced in accordance with all requirements including, without limitation, the applicable EN Standard, other relevant standards that may apply, or other such specified requirements. When the Product is sold in

Germany, the Manufacturer agrees to provide a manual, which must be in German, and contain the Product warnings and other safety-related issues regarding installation, use, foreseeable misuse and maintenance. The Manufacturer(s) shall establish and maintain a program of production, inspection and tests to assure that Products bearing the Marks comply with GS Mark Program Requirements.

Manufacturer agree to inform us of any changes to the Product that affect the Product's compliance with this document or the EN Standard or other such specified requirements prior to implementation of the changes into production.

**3. Product Investigation.** A "Product Investigation" consists of: (a) performance of tests on samples of a Product, in accordance with GS Mark Scheme Requirements; and (b) evaluation of Product construction criteria by examination of samples of the Product, in accordance with GS Mark Scheme Requirements. The purpose of such testing and examination is to determine whether representative Product samples conform to GS Mark Program Requirements and whether the Product might be eligible for GS Mark Service.

You shall provide all needed materials and information with respect to the Product Investigation in English, unless the Parties have agreed to the use of a different language. In the event the Market Surveillance Authority, ZLS, requires documentation in the German language, you will have the obligation to provide us with complete and accurate German translations of these documents.

If we determine that submitted Product(s) are eligible for GS Mark Service, we will issue a GS Certificate to the Applicant (at which time the Applicant will be referred to on the GS Certificate as "Certificate Holder") that gives permission to use the GS Mark and GS Certificate according to the requirements of the GS Mark Scheme.

The Certificate Holder is the responsible Manufacturer for the Product(s) for which the GS Certificate is issued. If the Certificate Holder is not the original responsible Manufacturer, then the Certificate Holder is responsible for ensuring that the original Manufacturer complies with the requirements for the GS Mark. The Certificate Holder is also responsible for ensuring that the Product is identical to the original Certified Product and agrees not to transfer or assign rights for use of the GS Mark to third parties.

**4. Compliance with the GS Mark Scheme Requirements.** In the event that any GS Mark Service is established, the Manufacturer agrees to comply with the applicable GS Mark Scheme Requirements at all times including (a) the description and specifications contained in the Test Report; (b) the published EN Standard(s), other standards and requirements referenced on the GS Certificate applicable to the covered Product and (c) the Factory Inspection applied as a condition of GS Mark Service.

When putting the Product on the German market the Manufacturer's name and address must be affixed on the Product, or where this is not possible it can be affixed on the packaging. Where the Manufacturer is not based within the European Union, the name and address of the Manufacturer's representative or the importer must be affixed on the Product, or where this is not possible it can be affixed on the packaging.

Manufacturer is responsible that when putting the Product on the market the Product does not contain Dimethylfumarate (DMF), according to EU Decision 2009/251/EC.

**5. The validity of the GS Certificate.** The GS Certificate is valid for five (5) years from the date of issuance, but may be suspended, withdrawn or cancelled earlier if:

- (i) The GSA or Service terminates for any reason;
- (ii) Production of the Certified Product ceases or the Product is modified without notifying us;
- (iii) The GS Certificate or GS Mark is used contrary to the GS Mark Scheme requirements;
- (iv) All fees and expenses, including the Annual Fee are not paid when due;
- (v) The Production Site does not fulfill the requirements of the GS Mark Factory Inspection Service;
- (vi) Our representatives are not permitted access to the Production Site(s) for which the GS Certificate is authorized;
- (vii) Based on a request from the Certificate Holder; or
- (viii) Permission to use the GS Mark is withdrawn for any other reason, including subsequent changes in the actual relevant safety regulations and safety testing requirements.

**6. Information Received Concerning Certified Products.** Manufacturer will promptly notify us in writing: (i) when a relevant governmental agency is notified of potential field hazards; (ii) when the Certified Product fails to meet any of the following: (a) GS Mark Scheme requirements; (b) the description, specifications contained in the Test Report and (c) the applicable standard(s) referenced on the GS Certificate, and/or (iii) when the Manufacturer has found or has received a report that the Certified Product could create a substantial hazard to users.

The Manufacturer agrees to keep a record of all complaints made known relating to any Product's compliance with GS Mark Scheme Requirements, and to make these records available to us when requested. The Manufacturer agrees to take appropriate corrective action to respond to such complaints and any noncompliance, including recall, with GS Mark Scheme Requirements and to keep a record of such actions.

**7. Revisions to GS Mark Scheme Requirements.** Manufacturer acknowledges and agrees that if a revision to an applicable GS Mark Scheme Requirement is adopted, or if an applicable GS Mark Scheme Requirement, including without limitation the applicable EN Standard, is withdrawn, we shall determine the date by which the GS Certificate related to the Certified Product(s) cease to be valid ("the date of withdrawal") and shall notify in writing, and as soon as is practicable, of such date ("the cancellation notice").

Manufacturer unconditionally agrees to comply with such cancellation notice. Products that are subject to cancellation due to changes in requirements are eligible for resubmission, upon request by the Manufacturer, under the revised requirements.

## **B. Factory Inspection Service**

**1. GS Mark Factory Inspection Service Requirements.** The GS Mark Factory Inspection Service requirements include Common Interest Group (CIG) inspection requirements as described in Permanent Document (PD) CIG 021 Factory Inspection Procedure and will be provided to the Applicant as part of the certification process. Applicant agrees to inform us if the Products for which the GS Certificate is issued is produced only as a seasonal Product.

**2. Inspection visits.** Before we issue the GS Certificate to any Product, we reserve the right to conduct an Initial Inspection to determine whether the Manufacturer's Production Site conforms to GS Mark Factory Inspection Service requirements, including the CIG inspection requirements. The Manufacturer(s) shall establish and maintain a quality control program of inspection and testing of

manufactured Product(s) at each Production Site in order to ensure that Products bearing any GS Mark conform at all times to GS Mark Program Requirements.

Manufacturer agrees that our representatives will make at least one (1) yearly Factory Inspection visit at the Production Site(s) where the Products that are eligible for GS Mark Service are manufactured, and that the Manufacturer will allow our representatives to select samples for retesting, where necessary.

**3. Access to Facilities.** Manufacturer acknowledges and agrees that our representatives shall have free, unannounced, immediate, safe, and secure access to the Production Site(s) 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 Production Site and/or storage facilities are actually in operation, except under extraordinary circumstances.

Manufacturer agree to ensure access by representative from accreditation bodies in order for them to monitor inspectors conducting inspections at the Production Site(s).

**4. Access to GS Marks.** Consistent with Paragraph 3, above, Manufacturer(s) shall make all GS Marks, and the means of applying such Marks, available for inspection by our representatives at each Production Site at all reasonable times. If the Routine Factory Inspection discovers features that do not conform to GS Mark Program Requirements, the Manufacturer(s) must correct such items within a time period designated by us, remove the GS Marks from all Products that our representatives identify as non-conforming, or cease selling any such non-conforming Product(s) pending the outcome of any appeal to us, as provided hereinafter. If any Manufacturer disagrees with our representatives regarding whether a Product is eligible to bear the GS Mark, the Manufacturer(s) may hold the Product at the Production Site or storage facility pending an appeal to, and a decision by us.

**5. Limitation of our Liability for GS Mark Factory Inspection Services.** Manufacturer expressly acknowledges and agrees that GS Mark Factory Inspection Services do not in any way relieve Manufacturer of any responsibility for the design, manufacture, testing, marketing, and sale of its Product(s). Rather, Manufacturer acknowledges and agrees that GS Mark Factory Inspection Service is designed solely to serve as a check on the means that the Production Site(s) is/are using to determine the continued conformity of the Products to the GS Mark Scheme Requirements. Manufacturer further acknowledges and agrees that GS Mark Factory Inspection Service is designed to supplement, and not to supplant, the Manufacturer's own efforts to examine and to test manufactured Product(s). Certificate Manufacturer agrees to maintain appropriate testing and measuring equipment at the production facilities. Manufacturer will ensure that the testing and measuring equipment is properly calibrated and will maintain appropriate records of calibration for the equipment. Manufacturer will ensure that calibration records and testing and measuring equipment is available to our representatives during a Factory Inspection as appropriate for the applicable Products.

## **C. Fees and Expenses**

**1. Product Investigation Fees.** We will establish a fee for each Product Investigation (including engineering, technical, and support personnel charges) and provide this fee in a Quotation. Unless expressly agreed in writing otherwise, we will bill Applicant for all Product Investigation fees. The fee shall cover one (1) examination and one (1) set of such tests as we determine are appropriate for the Product (not including testing of additional samples, retesting the Product or a modified

sample of the Product, separate investigations of components of a Product, or reimbursable expenses), as well as the preparation of a report. We shall not exceed the agreed fee without written authorization from Applicant.

**2. GS Mark Factory Inspection Service Fees.** Unless expressly agreed in writing otherwise, we will bill the Applicant for the GS Mark Factory Inspection Service at the then-current rates, which may, upon notice to the Applicant, change from time to time.

GS Mark Factory Inspection Service charges may vary, depending upon the nature and extent of the necessary inspection that may be undertaken, including any costs resulting from the failure of a Production Site(s) to conform to GS Mark Program Requirements or from insufficient Production quality control procedures.

**3. Field Report Investigation Fees.** Unless expressly agree in writing otherwise, we will bill the Applicant at the then-current rates for any and all investigations and/or corrective actions necessitated by any unauthorized use of the GS Mark and/or by any failure of a covered Product to conform to the description and specifications contained in the Test Report; the GS Mark Program Requirements and/or the GS Certificate.

**4. Annual Fee.** We will bill the Manufacturer an Annual Fee for each GS Certificate issued at the then current rates.

**5. Expenses.** Unless we expressly agree in writing otherwise, we will bill Applicant for all reimbursable expenses associated with a Product Investigation and/or any Factory Inspection, which may include, without limitation: travel expenses; carrier, communications, and special equipment charges; materials, energy, and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of Test Reports and other documents.

#### D. Mark and Certificates

**1. Form of GS Mark.** The GS Certificate entitles the Product to bear the GS Mark. Unless we expressly agree in writing otherwise, any GS Marks shall be in the form of separable, legible labels not readily transferable from one Product to another. The size of the GS Mark may be reduced or enlarged on the conditions that it remains readable and that the proportions of width and height are kept. The use of dark text for the GS Mark on light backgrounds and light text on dark backgrounds is permitted.



Height of Mark  
up to 20 mm



Height of Mark  
no size restriction

**2. Ownership of Labels.** Notwithstanding the fact that we will not bear the manufacturing cost of labels or other means of applying the GS Marks, Manufacturer agree that we will have title to, and control of, labels, markers, or other means of marking, in perpetuity. Our representatives shall have the right, on demand, to acquire possession of any and all unused labels, markers, or other means

of applying the GS Marks when, in the sole opinion of our representatives, such action is warranted under the circumstances.

**3. Use of GS Mark.** Manufacturer expressly agrees and warrants to being solely responsible for use of any GS Mark and that through proper inspection, examination, testing, and/or otherwise, will periodically confirm that any of the Certified Products that bear a GS Mark have been, and are being, manufactured in conformity with GS Mark Scheme Requirements. Manufacturer further agree that the use of the GS Mark constitutes declaration and representation that Products bearing the GS Mark are covered by a GS Mark Service and were manufactured in conformity with all applicable GS Mark Scheme Requirements, including without limitation the description and details contained in the GS Mark Test Report and GS Certificate. The Product cannot carry another GS Mark, if the Product carries the GS Mark issued by us. Manufacturer cannot transfer or assign right for use of the GS Mark to third parties.

**4. Misuse of Name or GS Mark.** Manufacturer acknowledges and agrees that the manufacture, sale, delivery, shipment, distribution, or promotion of any Product utilizing a Mark, or a description referring to UL Contracting Party, UL Demko or any other UL Company's name, abbreviation, or symbols or any form of reference which may be interpreted to mean a UL Company on any goods or their containers or packaging, could mislead third parties if such Product is not, in fact, covered by GS Mark Service and/or does not comply with GS Mark Scheme Requirements (including, without limitation, the applicable EN Standards or Test Report), and/or if the GS Marks are used in any way other than as provided in the GS Mark Scheme Requirements and in the applicable Test Report and GS Certificate. Manufacturer acknowledges and agrees that any such misuse of UL Contracting Party, UL Demko or any other UL Company's name, abbreviation or symbol or any form of reference which may be interpreted to mean a UL Company or GS Mark would constitute a "misuse" under the GS Mark Scheme Requirements. Manufacturer also agrees that we may, but are not obligated to, notify any third party of any improper or unauthorized use of the Marks, or reference to UL Contracting Party, UL Demko or any other UL Company's name, abbreviation or symbols. Manufacturer expressly agree that any such misuse of UL Contracting Party, UL Demko or any other UL Company's name, abbreviation or symbol or any form of reference which may be interpreted to mean a UL Company or GS Mark will be subject to termination and to the remedies set forth in the GS Mark Scheme Requirements and in Paragraphs E.1 - E.4 below. If you provide copies of the Certification Documentation to others it shall be reproduced in its entirety.

**5. Use of Name and GS Marks in Advertising and Promotional Materials.** Subject to the GS Mark Scheme Requirements, we will permit the Certificate Holder to make appropriate references to us, as authorized by us in writing, in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with covered Products that bear the GS Mark; PROVIDED THAT, in our opinion, the following conditions are met: (a) the promotional or advertising material is in no way inconsistent with our findings and/or coverage; (b) the reference to us is not intended to and does not create a misleading impression as to the nature of our findings, its coverage, and/or its GS Mark Service; and (c) the promotional or advertising material does not in any manner state or imply that we are in any way (i) "endorsing" or "certifying" the Product; or (ii) "warranting" or "guaranteeing" any aspect of the Product, its performance, and/or its "safety." Except for the GS Mark that is prescribed for use on the GS Certificate, no other Marks may be used in any advertising or promotional material related to a Covered Product, unless otherwise expressly authorized by us in writing.

## **E. Termination.**

**1. Immediate Termination Events.** In the event that Manufacturer defaults on any of the obligations, including, but not limited to, any misuse of any GS Mark, as defined in Paragraph D.4 above, we may immediately terminate or suspend, any of the GS Certified Products related to such default, and any and all rights or authorities conferred upon including any right to use any Marks on any Product(s), without prejudice to any other rights or remedies that we might have. Any misuse of the GS Mark will be transmitted to ZLS.

**2. Additional Termination Events.** Upon the occurrence of any of the following events or conditions, and upon thirty (30) days' written notice ("the cancellation notice"), we may terminate, in whole or in part, as to any or all Covered Product(s), any rights or authority conferred upon: (a) Manufacturers failure to use the Mark on covered Product(s) for a period of two (2) consecutive calendar years; (b) Manufacturers filing of any voluntary or involuntary petition in bankruptcy; (c) the appointment of a receiver for Manufactures business; and/or (d) the voluntary or involuntary liquidation of Manufacturer's business. In such termination notice, we will provide Manufacturer with a date by which Manufacturer must cease using any and all Marks covered by the notice (the "date of withdrawal").

**3. Termination Upon Non-Eligibility.** If, at any time and for any reason, any of the certified Product(s) become ineligible for GS Mark Service, we shall immediately discontinue service on such ineligible Product(s) and shall terminate rights and authorities under the GS Mark requirements with respect to such Product(s), pursuant to a termination notice.

**4. UL's Actions upon Termination.** Upon any termination, including your request to end the Services, we may, among other things, (a) discontinue any GS Mark Service on any of the certified Product(s), and/or (b) take physical possession of any unused GS Marks, which, in our judgment, were issued for use in connection with any Product(s) related to the termination. Manufacturer expressly agrees that, on or before the cancellation date, as defined in Paragraph E.2. above, to cease using any GS Marks on, or in connection with, any covered Product(s) addressed in the cancellation notice, including any use of any GS Marks, or any reference to UL Contracting Party, UL Demko or any other UL Company's name, abbreviation, or symbols or any form of reference which may be interpreted to mean a UL Company, in the marketing, promotion, and/or advertising of such Product(s).