

ICC-ES Audit Service Terms

These Service Terms and Conditions shall govern AC-10 Audits performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) on behalf of International Code Council–Evaluation Service (“ICC-ES”) 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 AC-10 Audit Services. The capitalized terms in these Service Terms shall have the same meaning as in the GSA.

- 1. Scope of Service.** Client authorizes UL Contracting Party to perform audits of Client’s quality management system and quality documentation system on behalf of ICC-ES for compliance with ICC-ES AC-10 and/or the Evaluation Report. The Services requested by and to be provided by UL Contracting Party shall be set out in individual Quotations (“Quotation”).
- 2. Price.** A Quotation or Project Confirmation will establish the price for UL Contracting Party’s Services. The price is subject to change at UL’s discretion, upon reasonable notice to Client. UL Contracting Party may require a preliminary deposit before beginning services. Invoices are due and payable without discount or set off within thirty (30) days of the date of the invoice. Client shall pay the full amount of the invoice(s) regardless of the result of its audits.
- 3. Deliverables.** Upon completion of an audit, UL Contracting Party will provide Client and ICC-ES, with a report outlining the results of the audit. If UL Contracting Party requires Client to resolve any non-conformances, Client will correct these items prior to the report being deemed final. Except as recorded in the report, UL Contracting Party makes no statement, express or implied, as to the construction, materials or design of audited product.
- 4. Reporting of Results and Major Deviations.** Client authorizes UL Contracting Party to report audit results, including corrective actions when required, to ICC-ES. If major deviations or non-conformances are found during the audit, the ICC-ES Coordinator will notify ICC-ES. A major deviation is one that could affect the safety of the product. If the major deviation is not resolved within 10 days, the Evaluation Report may be cancelled. Additional charges may apply for resolving any major deviation or non-conformance.
- 5. Transmission of Information.** Client authorizes UL Contracting Party to transmit unencrypted Client Confidential Information and other information through the Internet or a public network to e-mail addresses and/or other locations provided by Client. Client acknowledges that UL Contracting Party cannot guarantee the privacy and confidentiality of such transmissions and agrees that UL Contracting Party shall not be liable for any damages resulting from such transmissions.
- 6. Access.** Client acknowledges and agrees that UL Contracting Party’s representatives (including UL’s Accreditation Body representatives) shall have free, 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 so that UL Contracting Party may perform the requested audits. 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 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.

7. **No Opinion.** To the extent ICC-ES has not already issued an Evaluation Report, Client agrees that UL Contracting Party is not providing any opinions or findings regarding whether Client qualifies for certification and/or will be issued an evaluation report by ICC-ES.
8. **Use of Names and Marks.** AC-10 inspections shall *not* result in UL Contracting Party product safety certification of any product, 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 refer to 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 any specific language requirement.
9. **Independent Contractor.** UL Contracting Party is an independent contractor. UL Contracting Party and Client intend that nothing in these Service Terms shall be construed as creating an employment relationship, joint venture or other business group or concerted action.