MARINE EQUIPMENT DIRECTIVE NOTIFIED BODY SERVICES SERVICE TERMS

These Service Terms shall govern the European Union Marine Equipment Directive ("MED")[1] Notified Body Services provided by the UL Contracting Party (as identified in the Quotation or Project Confirmation) utilizing its subsidiary UL International (UK) Ltd. ("UL UK") a Notified Body, ("we", "our" or "us" as the context requires); and set out the responsibilities and obligations of the 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 MED Notified Body Services. The capitalized terms in these Service Terms shall have the same meaning as in the GSA.

1. Scope of Service. We will undertake Notified Body designation, to assess your products and quality assurance systems for compliance with the MED, as amended and incorporated into applicable national law, and any applicable laws, regulations, and standards ("Applicable Requirements"), as may be requested in your Application (the "Assessment Services"). The services requested by you and to be provided by us for specific projects shall be set out in an individual Quotation or Project Confirmation.

2. Information, Data, and Materials. You agree to provide all relevant information, records, test data, products, and unrestricted access to all locations necessary to complete the Assessment Services upon request. You agree to give timely written notice of all material changes to the information in connection with the Assessment Services. Furthermore, on completion of the Manufacturer's obligations under the MED, you agree to provide a copy of the EU Declaration of Conformity, as described within the MED.

3. Access to facilities. You acknowledge and agree that our representatives, as well as Observers[2] from our Accreditors[3] , shall have free, unannounced, immediate, safe, and secure access to factories or storage facilities of offices where the product, or any components thereof, are fabricated, processed, finished, stored, or located, or records generated and stored, during normal business hours or when the factory or storage facilities or offices are actually in operation. You agree to provide our representatives, and any Observers, with all applicable safety, and other, protections required by law for your own employees. You will not attempt to condition the right of our representatives or the Observers, to obtain free access to a factory or storage facility or office upon the signing of any agreement, waiver or release which in any way purports to affect the legal rights or obligations of us or our representatives. If any of our representatives signs such an agreement, wavier, or release, it shall be considered void and will be of no force and effect. We will, however, direct our representatives to exercise reasonable

[1] **Marine Equipment Directive:** Directive 2014/90/EU of the European Parliament and of the Council of 23 July 2014 on marine equipment and repealing Council Directive 96/98/EC (OJ L 257, 28.8.2014, p 146-185), as amended.

[2] **Observers:** Observers should be understood as representatives of the Accreditors that demand access to Client data and facilities for the purposes of surveillance of the Notified Body and/or of the Market to activities as defined by the MED.

[3] **Accreditors:** Here referring to the ISO 17065 Accreditation body United Kingdom Accreditation Services (UKAS), tasked by the Competent Authority the Maritime and Coastguard Agency (MCA), on behalf of the UK Government responsible department the Department for Transport (DfT).

care to comply with any plant safety regulations generally applicable to personnel at any such factory or storage facility or office.

4. Transfer of Type Testing or Inspection or Auditing. When you transfer Initial Type Testing and/or Inspection and/or Auditing from another Notified Body, you agree to submit the test report and inspection or audit report prepared by the other Notified Body for review. A test plan will be prepared to verify these test results from the other Notified Body and/or an initial inspection or audit will be conducted to verify the results. In addition, you shall declare any outstanding Corrective Action Requests from their previous provider and specifically bring to attention outstanding Corrective Action Requests.

5. Compliance. Neither you nor us shall deviate from the applicable laws, regulations, and standards governing the Assessment Services, unless you have obtained an exemption from the relevant authority. You shall produce and maintain records of all complaints made known relating to compliance with your product and/or quality system and shall make these available upon request to our representatives or to Observers from our Accreditors (see Section 12. Investigation of Noncompliance).

6. Language Requirement. You shall provide all materials and information with respect to the Assessment Services in English, unless the parties have agreed in writing to the use of a different language, and you agree to pay any additional costs related to the Assessment Services, e.g., translation costs.

7. Work Schedules and Cancellation. All schedules and completion dates provided by us are estimates. We shall not be liable in the event of delays in performance of the Assessment Services. Your sole remedy for delay is to terminate the Service Agreement according to its terms. You may elect to discontinue or postpone the Assessment Services at any time upon written notice to us. You shall be responsible for payment of all Assessment Services performed prior to our receipt of such notice and any fees associated with the termination or postponement. You shall not use our name or the name of any UL Company or Notified Body number in connection with your products or quality assurance systems.

8. Fees. We will establish a fee for each project and provide this fee in a Quotation to you. The Quotation will set forth the fees for our Assessment Services, including fees associated with preparation prior to the assessment activities, and the onsite assessments, reports, reviews, and activities following the assessments, but does not include expenses associated with travel and living which will be billed at cost as incurred. The fees set in the Quotation are subject to change in the event that we determine that additional services are reasonably necessary to complete the Assessment Services. Annual fees for filing and maintenance of the Certificate and for additional copies of reports and Certificates will be billed separately. In addition, Surveillance Services, if requested, will be billed separately.

9. Certificates. If your product and/or quality system is determined to conform to the applicable laws, regulations, and standards, you shall be eligible to receive a Notified Body Certificate. The maintenance of any Certificate is contingent upon your continued adherence to the terms of any Service Agreement, including these Service Terms. The Certificate may be suspended, canceled or withdrawn at any time if your product and/or quality system fails to conform to the applicable laws, regulations, and standards, or if the information, materials, or data you provide to us contain any misrepresentation or omission. Upon suspension, cancellation or withdrawal of certification you shall discontinue any use of all advertising matter that contains any reference to our certification and take other measures, if required by us.

The MED Services Certificates are defined by the different modules of the MED Directive. We can provide the following services:

EC Type Examination (module B) Certificate
Production Quality Assurance (Module D) Certificate
Product Quality Assurance (Module E) Certificate
Product Verification (Module F) Certificate

10. References to UL or UL UK. Unless otherwise authorized in writing by us, we will only permit the use of appropriate references to the UL Contracting Party or UL UK in the form or text as specified by us. We will permit you to use such references in promotional or advertising material provided that, in our opinion, the promotional or advertising material does not conflict with our findings or create a misleading impression as to the nature of those findings.

11. Use of Certificate, Mark, and Notified Body number. The Certificate and the Notified Body number shall be obtained and used only when and in the manner authorized by the Notified Body. Notwithstanding that the cost of displaying the Certificate and Notified Body number is not paid by the UL Contracting Party or UL UK. The claims regarding the certificate shall be consistent with the scope of certification. If you provide copies of the certificates to others, they shall be reproduced in their entirety. The use of the Mark is determined by successful completion of both applicable MED Modules for each Product, and shall conform to the requirements of the MED Guidance shall be given on successful completion of Module D, E or F and shall serve as an appendix to these Terms and to the GSA.

You agree that the Notified Body shall retain the right to control the display or otherwise use the Certificate and Notified Body number. Notified Body representatives shall have the right, on demand, to acquire possession of the Certificate and any or all advertising and promotional material or other means of displaying the Certificate or other references to the UL Contracting Party or UL UK upon termination of this Agreement, or when such action is warranted in the judgment of our representative.

You assume full and sole responsibility for your use of the Certificate and Notified Body number and agree that its product and/or quality system will be in compliance with the Applicable Requirements at all times including implementing appropriate changes.

You agree that your use of the Certificate and Notified Body number constitutes your declaration that the Notified Body has assessed your product and/or quality system in accordance with the applicable laws, regulations and standards, and that the products and/or quality systems covered by the Certificate are in accordance with the Applicable Requirements.

You agree that the promotion of your product and/or quality system utilizing the UL Contracting Party or UL UK's name, Certificate, or Notified Body number, would mislead the public if such product and/or quality system is not covered by a Certificate issued by the Notified Body; does not comply with the Applicable Requirements and applicable laws, regulations, and standards; or is used in any way not authorized by us.

12. Investigation of Noncompliance. You agree that you will, at your expense, fully cooperate with and assist in ascertaining the facts if it is reported that your product and/or quality system are not in compliance with the Applicable Requirements, or applicable laws, regulations, and standards. Among other things, you shall promptly share any information you acquire with us and/or our accreditors regarding the reported noncompliance, take any

corrective action necessary to correct any noncompliance, document the actions taken and provide timely reports to us on such corrective action.

13. Surveillance Services. You agree that surveillance services to be provided through us and any Assessments Services are designed to serve only as a check on the means by which you determine compliance of your product and/or quality system with the applicable laws, regulations, and standards. You also agree that such surveillance service and assessments in no way relieve you of your responsibility for your product and/or quality system that are subject to the Certificate.

14. Claims. Any claim by you, or any third party claim, arising out of any Service Agreement, shall be filed within a period of one year from the date of issuance of a certificate to you, or the decision not to issue a certificate, or shall be forever waived.

15. No Listing, Classification or Recognition of Product. You understand and agree that any report, Certificate, or authorization, issued as a result of any Assessment Services performed under this program (MED), shall not result in a UL product safety certification or any authorization to use the UL product Marks and will not indicate acceptability of a product for Listing, Classification or Recognition by the UL Contracting Party, UL UK, any UL Company, or any of their affiliated corporations. You shall not use such a report or Certificate in any manner or as the basis of any oral or written representation to convey the impression that any product or system has been or is so Listed, Classified or Recognized.