

## MOCK-UP TESTING SERVICES SERVICE TERMS

These Service Terms shall govern Mock-Up Testing Services performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) 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 Mock-Up Testing Services. 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 conduct Mock-Up Testing of fenestration products to evaluate air infiltration, water penetration, structural integrity and other performance attributes to specified standards to determine compliance with the applicable requirements of the specified standards. The Services shall not result in UL Contracting Party issuing certification of any product, registration of any management system, or certification of compliance with building codes. The Services requested by Client and to be provided by UL Contracting Party for specific projects shall be set out in individual Quotations 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 test specifications, fenestration product types, quantity, sizes and reasonable internal and external access to fenestration products to be evaluated. Quotations and Project Confirmations are subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
- 3. Standards and Specifications.** Mock-Up Testing conducted by the UL Contracting Party will be performed in accordance with the standards and specifications provided by the Client and established by the codes, regulations, Standards and specifications identified in the contract documents provided by Client. It is understood and agreed by Client that the UL Contracting Party assumes no responsibility or liability concerning whether the Standards and specifications are appropriate for testing the specimens.
- 4. Service Limitations.** Client agrees that the UL Contracting Party is not responsible for recommending corrective action for nonconforming specimens identified in Reports or taking corrective action to resolve nonconforming specimens identified in Reports. Services are performed solely for the benefit of the Client. It is understood and agreed by Client that the Reports provided as part of the Services are limited in scope to the specimens tested by the UL Contracting Party and that the Report makes no representation concerning other specimens not tested to the Standards and specifications.
- 5. Damage and/or Repairs:** Client shall not hold the UL Contracting Party responsible for damage or repairs: (a) to any fenestration product incurred as a result of the preparation or the performance of the tests; (b) which might result from any water migrating to unwanted areas surrounding the test locations; (c) which might result from the taping/construction of the interior test chamber, or the conducting of the tests; (d) which might result from any directed investigation into the cause of any failure; and (e) from falling objects caused by setting up, testing, and/or the removal of the test chamber/equipment.

- 6. Insurance Certificate.** When Client is on site at a UL facility for Mock-Up testing, Client must provide the UL Contracting Party identified in the Quotation or Project Confirmation with a Certificate of Insurance naming the UL Contracting Party as the holder and additional insured prior to the Client's visit to the UL Contracting Party's facility for the Mock-Up Testing Services.
- 7. Waiver of Liability.** When Client, and contractors hired by Client, are on site at the UL Contracting Party's facility for Mock-Up Testing; Client, and contractors hired by Client, must sign waiver(s) of liability prior to the work commencing.
- 8. Deliverables:** Upon completion of Mock-Up Testing, a report will be issued to Client. The report will identify the fenestration products and installation details, results of the Mock-Up Testing, and compliance or non-compliance of fenestration products to the specified standards or specifications.
- 9. Use of Names and Marks:** Mock-Up Testing Services shall not indicate compliance with any UL Contracting Party product certification program or result in UL Contracting Party issuing certification or authorization to use the Mark.
- 10. Our Functions:** You acknowledge and agree that we are not a designer, manufacturer, marketer, seller, endorser, guarantor, or insurer of your products or systems of any kind. By providing the Services we are not assuming and we disclaim any obligation, including any duty of care toward you or any third party related to the design and testing by entities other than a UL Company. You agree that: (a) our provision of Services is not intended to supplant your examination; (b) by our performance of Services, we are not assuming any duty that you have to examine; and (c) we are not endorsing, or warranting the safety or performance of such product(s) or system(s).
- 11. GSA Terms:** With regard to Follow-up Services (Section 2 of the GSA) and Samples (Section 6 of the GSA) it is agreed and understood between the Parties (you and us) that there is no Follow-up Service related to this offering and that you are not required to send any Samples as defined in Section 6 of the GSA to the UL Contracting Party or any UL Company.