

**MEDIUM VOLTAGE CABLE INSPECTION PROGRAM SERVICES
SERVICE TERMS**

These Service Terms shall govern Medium Voltage Cable Inspection Program 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 Medium Voltage Cable Inspection Program. 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 inspections and/or sample testing of medium voltage cable products to recognized regional, national, international standards and/or purchaser specifications at manufacturers’ locations involved in the production and testing of medium voltage cables to determine compliance with the standards and specifications to which the product was manufactured (“Services”). The Service shall not result in UL Contracting Party issuing certification of any product or registration of any management system. A Certificate of Inspection may be issued to a manufacturer as evidence of the product having been inspected and meeting necessary requirements of standards and/or specifications. Certificates issued under this program are valid only for the product or lot of product inspected.

Each Quotation issued for the Services will cover inspections using UL Contracting Party personnel at the location of the manufacturer producing the cable requiring inspection, as detailed in the Quotation, concluded by a copy of the inspection report and, if appropriate, issuance of a Certificate of Inspection. In the event you request additional inspection services, new Quotations with new cost limits may be required. In the event that a product fails to comply with inspection criteria, and subsequent inspections are necessary to review corrections for issuance of a Certificate of Inspection, such work will require a new cost of the work. It is understood that your obligation for all charges continues in full force and effect irrespective of whether the inspection does or does not result in a Certificate of Inspection. It is further understood that Client is responsible for payment of all bank fees incurred with wire transfers.

2. Price: Our Quotation or Project Confirmation will establish the price for the Services. The price set forth in the Quotation or Project Confirmation will depend upon the information provided by Client. The Quotation or Project Confirmation is subject to change at our discretion, upon reasonable notice to you, and depending upon the requirements of the specific project. A new quotation will be issued if we change our pricing for the Services.

3. Requirements and Protocols: Client shall review the document(s) containing the Medium Voltage Cable Supplier Inspection Program Requirements, as modified from time to time (“General Program Requirements”). The General Program Requirements more fully explain UL Contracting Party’s Medium Voltage Cable Inspection Program and Client’s obligations and rights under those programs. The General Program Requirements are available to Clients by contacting UL Contracting Party’s Customer Service Professionals. Client agrees to abide by the terms of the applicable General Program Requirements, which are incorporated by reference into these Service Terms and made a part of the Service Agreement between the parties.

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 products are kept and manufactured, so that UL Contracting Party may perform the requested inspections. 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 any of 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 the facility.

5. Deliverables:

(a) If the inspected and/or sampled cable complies with the applicable standards and specifications to which it was manufactured and meets criteria of the Medium Voltage Cable Inspection Program, UL Contracting Party staff will issue a Certificate of Inspection for that lot of cable which was inspected to the program criteria. An inspection report will be issued to Client. Any changes to the product, or requirements effecting those items inspected during the inspections after the inspection, may invalidate the Certificate.

(b) If the inspected and/or sampled product does not meet the requirements, a non-compliance report identifying those items found not to be in compliance with the standards or specifications will be issued to Client. The client shall have the opportunity to dispute such findings or make corrections and re-submit for inspection.

6. Use of Names and Marks: Medium Voltage Cable Inspection 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. 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 a UL Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.

Certificates of Inspection issued under this program may be provided to requesting purchasers of medium voltage cables as evidence that the product has been inspected and/or sampled by UL Contracting Party and met the requirements of standards and/or specifications to which it was manufactured. Certificates of Inspection are only valid for those cables or lots of cable inspected by UL Contracting Party and may not be distributed for those cables or lots thereof not inspected by UL Contracting Party.