

On-Site Inspection of Installed Firestops Service Terms

These Service Terms shall govern On-Site Inspection of Installed Firestops Services (“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 On-Site Inspection of Installed Firestops 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 on-site inspections of firestops, firestop joints, and perimeter firestop barriers (“Firestops”) installations at the Client’s location. On-Site Inspection of Installed Firestops assesses compliance with applicable requirements and are limited to the features and characteristics that can be evaluated at the installed site in accordance with ASTM E2174 and/or ASTM E2393 and any applicable requirements. The Services requested by Client and to be provided by the UL Contracting Party for specific projects shall be set out in individual Quotations or Project Confirmations.
- 2. Access to Site.** Client shall provide representatives of UL Contracting Party as well as any third-party observers accompanying the representatives, free, safe, and secure access to the site to conduct its Services. Client shall ensure that Client and any third party will not attempt to condition the right of UL Contracting Party’s representatives to obtain free access to any site 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 representatives. If any representative of UL Contracting Party signs such an agreement, waiver, or release, it shall be considered void and will be of no force and effect. UL Contracting Party will however, direct its representatives to exercise reasonable care to comply with any site safety regulations provided to UL Contracting Party in advance that are generally applicable to personnel at any such site. Client agrees to provide UL Contracting Party’s representatives and third-party observers with all applicable safety, and other, protections required by law for Client’s own employees, including, without limitation, all U.S. Occupational Safety and Health Administration (“OSHA”) rules and regulations or any non-U.S. equivalents. If the Client or end user site representatives require UL Contracting Party’s representatives to participate in additional training to permit site access, UL Contracting Party may quote for additional fees.
- 3. Price.** The Quotation or Project Confirmation will establish the price for UL Contracting Party’s Services. The price will depend upon the type of building and the total Firestop inspections required. Any Quotation or Project Confirmation is subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client, depending upon the requirements of the specific project. Refunds are not provided for cancellations or withdrawals from the Service once work has begun.
- 4. Inspection.** UL Contracting Party reserves the right to terminate the Services if, in UL Contracting Party’s sole discretion, the installation features cannot be fully inspected in the field or the inspection presents a potential hazard to persons or property.

5. **Jurisdictional Authority Report.** UL Contracting Party’s staff will address all questions or concerns raised by the local Authority Having Jurisdiction (“AHJ”). If UL Contracting Party cannot fully inspect the Firestops, UL Contracting Party will provide an inspection report to the Client and when applicable to the local AHJ indicating the level of compliance that could be determined and identifying the issues that UL Contracting Party was unable to fully inspect.
6. **Deliverables.**
 - (a) At the conclusion of each site visit, an inspection report will be provided to the Client detailing the Firestops inspected that day.
 - (b) If the Firestops do not meet the requirements, a description of the deficiencies will be provided as part of the daily inspection report to the AA and Installer.
 - (c) If the Firestops cannot be fully evaluated on the site, UL will cease the inspection and issue a report that indicates the level of compliance that could be determined and identifies the issues that the UL Contracting Party was not able to fully inspect.
 - (d) At the conclusion of the project, a full report will be provided to the Client containing all Firestops inspected, deficiencies found, Firestops repaired, the total number of deficiencies by percentage, and an attestation of compliance
7. **Repair of Inspected Firestops.** When Firestops are inspected post installation and require destructive verification, the UL Contracting party shall not be responsible for the repair of the inspected Firestops. Inspected Firestops shall be repaired in accordance with any applicable requirements by the initial installer.
8. **Use of Names and Marks.** The Services shall not result in UL Contracting Party issuing product safety certification or any authorization to use the UL 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 the UL Contracting Party or any other UL Company, in connection with any oral or written.