

PRODUCT INVESTIGATION SERVICE TERMS

These Product Investigation Service Terms govern Product Investigation Service performed by UL Contracting Party for the Client (also sometimes referred to as “Applicant”), and set out the responsibilities and obligations of the Client. The Parties’ Global Services Agreement is incorporated by reference into these Product Investigation Service Terms and the Product Investigation Service Agreement. The capitalized terms used but not defined in these Product Investigation Service Terms have the same meaning as in the Global Services Agreement.

1. **Product Investigation Service.** When Applicant submits samples of a device, equipment, material or system (“Product”), UL Contracting Party will provide a “Product Investigation” designed to assess the Product’s conformity to applicable requirements imposed by UL Contracting Party, including, but not limited to, any applicable Underwriters Laboratories Inc. or other local, regional or internationally recognized standards (collectively, “UL Requirements”). A Product Investigation includes without limitation the following: (a) performance of tests on samples of a Product, in accordance with UL Requirements, and (b) evaluation of Product construction criteria by examination of samples of the Product in accordance with UL Requirements. If no prescribed tests or no construction criteria exist for the Product, UL Contracting Party may, but is under no obligation whatsoever to, develop and establish such standards and criteria as are necessary to assess the Product. If UL Contracting Party chooses, in its sole discretion, to formulate any such standards and/or criteria, it will do so in accordance with professional standards generally applicable to conformity assessment testing organizations. Client expressly agrees that UL Contracting Party’s liability for the formulation of any such standards and/or criteria will be strictly limited by the terms of the Product Investigation Service Agreement, including, but not limited to, Paragraphs 10, 11 and 12 of the Global Services Agreement. The purpose of such Product Investigation Service is to determine whether the Product samples conform to UL Requirements and whether the Product might be eligible to bear certain names, trademarks, service marks and certification marks that are controlled or used by UL Contracting Party that include “UL” or the “UL” symbol (each a “UL Mark”).

Specific Requirements for Products Intended for Field Installation or Use with Specified Equipment.

If the submitted Product is to include Product investigation to assess its intended use for field installation or use with specified equipment when properly installed or used in accordance with installation or use instructions furnished with the Product, the Client shall agree to furnish the rationale and technical data used to support their claim that the Product is suitable for the use for which coverage is requested by Client and when installed in or with the specified equipment according to Client’s instructions.

2. **Acceptance of Components Certified by Others.** The following provisions apply if Client submits Products to UL Contracting Party for testing and certification that include components certified by other certification organizations:
 - (a) Upon Product submittal, Client must clearly identify in writing any non-UL tested/certified product components that are certified by other certification organizations and the requirements, programs and marks to which they are certified. Client shall provide reasonably available public information and data that

verifies certification and documents the characteristics of the component on which the certification is based.

- (b) UL Contracting Party may accept certain non-UL tested/certified components, with or without additional testing, that are certified by certain other certification organizations as determined by UL Contracting Party in its sole discretion (“Accepted Component”). Any additional testing or verification of certification of Accepted Components performed by UL Contracting Party shall not relieve Client of its obligations under these Service Terms. UL Contracting Party only accepts selected components certified by selected certification organizations. The components and other certification organizations UL Contracting Party accepts may change from time to time at the sole discretion of UL Contracting Party. Components not accepted by UL Contracting Party must be separately tested by UL Contracting Party to determine compliance with the UL Requirements.
- (c) Client represents and warrants to UL Contracting Party that all Accepted Components are in compliance with the component’s applicable certification requirements at the time UL Contracting Party tests and certifies the Product and at all times Client uses a UL Mark on or in connection with the Product.
- (d) Client acknowledges that UL Contracting Party’s Services may not include re-testing or verifying the compliance of any Accepted Component with any component certification requirements; that UL Contracting Party accepts such Accepted Components “AS IS”; and that UL Contracting Party’s Services in no way imply that UL Contracting Party is guaranteeing or making any representation whatsoever with respect to the Accepted Components, other than what appears in the UL Contracting Party’s report or Procedure. Client agrees that UL Contracting Party may rely upon Client’s representation and warranty that the Accepted Components meet all applicable certification requirements and, in addition to those provisions set forth in Section 11 (Third Party Claims) of the GSA, Client agrees to indemnify, defend and hold UL Contracting Party and each Indemnified Party harmless from any claims, losses or causes of action, whatsoever, arising out of or in connection with the Accepted Components.
- (e) Accepted Components may, at UL Contracting Party's sole discretion, be examined by UL Contracting Party at the end product manufacturing location as part of UL Contracting Party’s Follow-Up Services, however, any such examination shall not relieve Client of its obligations under these Service Terms.
- (f) UL Contracting Party may withdraw the certification of any Product that utilizes an Accepted Component if UL Contracting Party: becomes aware at any time that the Accepted Component no longer is in compliance with the component’s certification requirements to which it was tested; no longer accepts that specific non-UL tested/certified component, and/or no longer accepts components certified by the certification organization which certified that component. In addition, UL Contracting Party may modify or terminate acceptance of any non-UL tested/certified component in its sole discretion at any time by providing notice to Client.

3. **Definition of UL Contracting Party.** The UL Contracting Party for Product Investigation Service will be identified in the Quotation or Project Confirmation provided to the Applicant.

4. Offer and Acceptance.

- (a) The terms of any Product Investigation Service requested by the Applicant, and to be provided by UL Contracting Party, including the amount of the Product Investigation fee, will be set forth in a Quotation or Project Confirmation from UL Contracting Party to the Applicant. The Quotation will be UL Contracting Party's offer to provide Product Investigation Service on the terms set forth or incorporated by reference therein, provided that if the Quotation is issued before Applicant's acceptance of the Global Services Agreement, the offer contained in the Quotation is contingent upon Applicant's acceptance of the Global Services Agreement.
- (b) The Applicant's acceptance of the Quotation will create a separate binding Service Agreement for Product Investigation Service between UL Contracting Party and the Applicant ("Product Investigation Service Agreement").
- (c) In the event that Applicant submits an order without a Quotation, UL Contracting Party's issuance of a Project Confirmation will constitute UL Contracting Party's acceptance of Applicant's order and will also create a separate binding Product Investigation Service Agreement between UL Contracting Party and the Applicant.
- (d) Each Quotation or Project Confirmation and Product Investigation Service Agreement is deemed to incorporate the Product Investigation Service Terms applicable to such Product Investigation Service as of date of the Quotation or Project Confirmation and the terms of the Global Services Agreement.
- (e) Unless otherwise expressly stated in the Quotation or Project Confirmation, as applicable, each Quotation or Project Confirmation covers the examination and the tests judged appropriate for the Product.
- (f) To the extent Applicant subcontracts all or a part of the manufacture or assembly of its Product(s) to a third party manufacturer ("Manufacturer"), Applicant shall cause such Manufacturer to comply with UL's requirements, including without limitation, the terms of any Service Agreement.
- (g) Applicant also agrees to make arrangements for the participation of any third-party observers during the Product Investigation, as deemed necessary by the UL Contracting Party.

- 5. Estimated Schedule.** Applicant acknowledges and agrees that each Product Investigation is unique and that the timing of each investigation will vary, depending upon the nature of the particular investigation and upon the findings resulting therefrom. If appropriate, UL Contracting Party will provide Applicant with an estimated time schedule in the Quotation or Project Confirmation, as applicable. ***This schedule is only an estimate.*** Applicant expressly waives, releases, and exempts UL Contracting Party and its trustees, directors, officers, employees, members, affiliates, agents, and subcontractors from any and all liability, claims, demands, or actions whatsoever for any alleged loss, damage, or injury arising from any alleged failure on UL Contracting Party's part to perform Product Investigation Service under the Product Investigation Service Agreement within the time set forth in any estimated time schedule that UL Contracting Party might provide to Applicant.

6. **UL Marks.** Applicant agrees that it will not use the UL Mark until it has entered into a separate Service Agreement for Follow-Up Service. Applicant also agrees that it will not use the results of this Product Investigation Service for any purpose other than obtaining the right to use the UL Mark under a separate Service Agreement for Follow-Up Service.
7. **Product Investigation Fees.** UL Contracting Party or another UL Company will bill Applicant for all Product Investigation fees. These fees will cover the examination and such tests as UL Contracting Party determines are appropriate for the Product (not including conformity assessment of additional samples, conformity assessment of the Product or a modified sample of the Product, separate investigations of components of a Product, or reimbursable expenses), as well as the preparation of a report.
8. **Expenses.** Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party or another UL Company will bill Applicant for all reimbursable expenses associated with Product Investigation Service, which may include, without limitation: travel expenses; carrier, communications, and special equipment charges; materials, energy, and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of UL Contracting Party reports and other documents.
9. **Voluntary Termination Upon Written Notice.** Except as set forth in Section 10 below, the Product Investigation Service Agreement will continue in effect until terminated by either the Applicant or UL Contracting Party, without cause, upon provision of thirty (30) days prior written notice to the other.
10. **Immediate Termination Events.**
 - (a) If Applicant defaults on any of its obligations under the Global Services Agreement or any Service Agreement in effect between Applicant and either UL Contracting Party or another UL Company, UL Contracting Party may, in its sole discretion, immediately terminate or suspend, in whole or in part, the Product Investigation Service Agreement, any other Service Agreement between Applicant and UL Contracting Party and any and all rights or authorities granted to Applicant by virtue of the Product Investigation Service Agreement or those other Service Agreements. Such termination will be without prejudice to any other rights or remedies that UL Contracting Party might have for default, subject to any limitations under the Global Services Agreement.
 - (b) In the event that UL Contracting Party defaults on any of its obligations under the Product Investigation Service Agreement, the Applicant may, in its sole discretion, immediately terminate the Product Investigation Service Agreement. Such termination will be without prejudice to any other rights or remedies that Applicant might have for default, subject to any limitations under the Global Services Agreement.
11. **Dispute Resolution Concerning Standards Council of Canada Accreditation Criteria.** If any Client dispute or disagreement regarding fulfillment of applicable Standards Council of Canada (SCC) accreditation criteria cannot be resolved, the Client's final level of appeal will be the SCC, whose decision concerning fulfillment of accreditation criteria will be binding.