

WATERSENSE® PRODUCT CERTIFICATION SERVICE TERMS

These Service Terms shall govern WaterSense® Product Certification performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the client (“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 WaterSense® Product Certification. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

1. **Definition of Covered Product.** “Covered Product” means a device or equipment, (“Product”) that UL Contracting Party or another UL Company has determined eligible to bear the WaterSense® Label (“Label”).
2. **Scope of Service.** UL Contracting Party will perform WaterSense® Product Certification for Client. UL Contracting Party will assess Client’s Product to the technical requirements of applicable U.S. EPA WaterSense® product specifications (the “Service”). UL Contracting Party will make a certification decision based on the information gathered during the evaluation process. If the Product is found to be in compliance with the applicable requirements, Client will be authorized to use the Label in conjunction with that Product. WaterSense® Product Certification shall not result in UL Contracting Party issuing product safety certification of any Product, registration of any management system, and does not represent an opinion by UL Contracting Party on health effects or other performance of the Product. The Services requested by Client and to be provided by UL Contracting Party for specific projects shall be specifically stated in an individual Quotation or Project Confirmation.
3. **Fees.** The Quotation or Project Confirmation will establish the fees for UL Contracting Party’s Services. The fees will depend upon the test and/or auditing requirements. A 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. UL Contracting Party may bill the Applicant for surveillance activities at UL Contracting Party’s then-current rates, which UL Contracting Party may, in its sole discretion, and upon notice to the Applicant, change from time to time. Surveillance fees may vary, depending upon the nature, extent of the necessary inspection, examination, and testing that UL Contracting Party may undertake, including any costs resulting from the failure of the Product to conform to WaterSense® requirements.
4. **Additional Terms.** In addition to the GSA and these Service Terms, the current U.S. EPA WaterSense® Label guidelines apply to this Service and are incorporated herein by reference. These guidelines can be found at: https://www3.epa.gov/watersense/about_us/product_certification_labeling.html.
5. **Requirements, Specifications, and Protocols.** In addition to the GSA and these Service Terms, the current requirements for U.S. EPA WaterSense® Product Certification, including all of the certification and technical requirements applicable to the U.S. EPA WaterSense® Product Certification Program and WaterSense® Product Specifications apply to this Service and are incorporated herein by reference. The WaterSense® Product Certification requirements can be found at: <https://www3.epa.gov/watersense/partners/certification.html>.

- 6. Client's Responsibilities.** Client shall have in place the appropriate partnership agreement with U.S. EPA. Client shall be responsible for submitting the Product for certification to the UL Contracting Party, receiving proper authorization to use the Label before applying it to any Product, assuring that the product complies with the certification requirements at all times, and adhering to any ongoing surveillance required by UL Contracting Party. Client shall also be responsible for ensuring that the Label is used in accordance with the Service Agreement and U.S. EPA WaterSense® guidelines. Client shall notify the UL Contracting Party if it intends to have its Products private labeled or rebranded under a separate organization/brand, provide all necessary information to the UL Contracting Party, and work the private labeler to ensure it meets the private labeler eligibility requirements. Client shall provide to UL Contracting Party all of the required information contained in the relevant product notification template available on the WaterSense® website.
- 7. Product Information.** Client acknowledges that UL Contracting Party, as the certifier of the Products, is entitled to receive information received, developed or collected by the Client regarding the field performance of Products. Accordingly, the Client will immediately notify UL Contracting Party in writing if the Product fails to meet any of the following: (a) the description, specifications, and requirements contained in the UL Contracting Party's Report to Client; (b) any of the certification and technical requirements applicable to the U.S. EPA WaterSense® Product Certification Program and WaterSense® Product Specifications; and/or (c) the performance requirements applied as a condition of UL Contracting Party's Service. The Client agrees to make available to UL Contracting Party for inspection and copying all documents, test results, and other information related to the above, keep a record of all complaints made known to the Client relating to any Product's compliance with the UL Contracting Party's Requirements, and to make these records available to UL Contracting Party when requested. The Client agrees to take appropriate action to respond to such complaints, and any noncompliance with the UL Contracting Party's requirements and to keep a record of such actions. Client agrees that UL Contracting Party may share such information with its affiliates and subcontractors worldwide. Client 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.
- 8. Samples.** Client shall indicate which Products, including model numbers, it desires to have assessed and shall send samples of such Products to the UL Contracting Party. The samples shall be made from production tools and assembled using methods established for the production run. No prototypes will be allowed. UL Contracting Party may be required to purchase samples from the open market. In such case UL Contracting Party will bill the Client for the cost associated with procuring the samples. UL Contracting Party will assess the Product samples to determine compliance with the efficiency program indicated on the Quotation.
- 9. Validity of Test Results.** UL Contracting Party's WaterSense® Product Certification, test results, and report apply only to the sample(s) actually acquired and assessed by UL Contracting Party. The results outlined in the Test Report represent a "snapshot" of each sampled Product's compliance with the program indicated in the Quote. UL Contracting Party makes no representation that the reported test results are representative of the entire population of Product at the time the sample(s) were obtained by UL Contracting Party.

10. **Deliverables.** Upon determining that the Client's Product is in compliance with the requirements of the U.S. EPA WaterSense® Product Specifications, UL Contracting Party will provide Client with a Certification Document ("Certificate of Conformance"), which may be in the form of a descriptive report, letter, email, or similar correspondence to the Client, with respect to the establishment of certification. The date of the correspondence or certificate is considered the effective date of the certification.
11. **Authorization.** Upon notice of certification, Client is authorized to use the Label under the terms of the Client's Service Agreement with UL Contracting Party and U.S. EPA WaterSense® guidelines. In all cases, a WaterSense® labeled Product shall bear the name of the WaterSense® partner that holds or is included on a WaterSense® labeled Product listing. U.S. EPA WaterSense® certification shall not result in UL product safety certification, registration, or any authorization to use the UL Mark.
12. **Information Sharing with U.S. EPA.** Client understands and agrees that UL Contracting Party may share details of their U.S. EPA WaterSense® certification with U.S. EPA, including information in the UL Contracting Party's file relating to certification and any Follow-Up Service, and information relating to the withdrawal of certification. Client understands that this may involve copying Client's company drawings or the corresponding electronic file or materials prepared by UL Contracting Party from Client's drawings or information. UL Contracting Party shall take reasonable steps to safeguard Client's information within its systems prior to external transmission and may transmit Client's information to U.S. EPA through the Internet or any public network, unless otherwise directed in writing by Client.
13. **WaterSense® Advertising and Publication.** Once a Product has been certified by UL Contracting Party, the Client may publish the fact that they are authorized to apply the Label to the certified Product. The Label shall be used, in accordance with the U.S. EPA WaterSense® Label guidelines, in promotional literature published about the Product by the Client and their wholesalers, distributors, or retailers, as long as it is used only in reference to the certified Product. The Label only applies to Products that have been certified to applicable WaterSense® product specifications, and shall not be used to signify U.S. EPA WaterSense® certification of every Product from the manufacturer, wholesaler, distributor, or retailer, and shall never be used to imply direct endorsement of a manufacturer or Product by U.S. EPA or UL Contracting Party.
14. **Ownership of Label.** The Label is owned and controlled by U.S. EPA. U.S. EPA has licensed the UL Contracting Party to authorize the use of the WaterSense label in conjunction with the certified Product. Manufacturers receive label artwork from the UL Contracting Party body and can share it only with retailers, distributors, and wholesalers for promotional purposes.
15. **Client's Use of Label.** Client expressly agrees and warrants that the Client is solely responsible for its use of the Label and that Client will, through proper inspection, examination, and testing, periodically confirm that any of its Products that bear the Label have been, and are being, manufactured in conformity with UL Contracting Party's and the U.S. EPA WaterSense® requirements. Client further agrees that its use of the Label constitutes Client's declaration and representation that Products bearing the Label are covered by UL Contracting Party Service and were manufactured in conformity with all applicable UL Contracting Party's and U.S. EPA WaterSense® requirements.

- 16. Misuse of Label.** Client acknowledges and agrees that the manufacture, sale, delivery, shipment, distribution, or promotion of any Product utilizing the Label, or a description referring to UL Contracting Party or one of its affiliates, could mislead third parties if such Product is not, in fact, covered by UL Contracting Party's Service and/or does not comply with UL Contracting Party's and U.S. EPA WaterSense® requirements (including, without limitation, the applicable Standards or UL Contracting Party's Test Report), and/or if the Label is used in any way other than as provided in the Service Agreement and in the applicable UL Contracting Party's Test Report. Client acknowledges and agrees that any such use of the Label would constitute a "misuse" under the terms of the Service Agreement. Client expressly agrees that any misuse of the Label will subject Client both to liability for breach of contract and to the remedies for such breach set forth in the Service Agreement, and as set forth below.
- 17. Periodic Examination of Manufacturing Process.** Client acknowledges and agrees that UL Contracting Party representatives will make periodic examinations of the Product or manufacturing process(es) at facilities where such Product is manufactured. Client acknowledges and agrees that representatives of UL Contracting Party, as well as any third-party observers accompanying the representatives, shall have free, unannounced, immediate, safe, and secure access to factories or storage facilities where the Product, or any components thereof, are fabricated, processed, finished, stored, or located, during normal business hours or when the factory or storage facilities are actually in operation. 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. Client shall **not** attempt to condition the right of UL Contracting Party's representatives, or the third-party observers accompanying the representatives, to obtain free access to a factory or storage facility 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 representative. 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 plant safety regulations generally applicable to personnel at any such factory or storage facility.
- 18. Periodic Verification Testing.** Client acknowledges and agrees that UL Contracting Party will perform periodic retesting of the Products it has assessed and found to comply with the WaterSense® requirements to verify their ongoing compliance. On an annual basis, the review may include UL Contracting Party's retesting of Client's models representing Client's Product(s) previously found to comply with the WaterSense® requirements by procuring those such Products from customary retail outlet/distribution centers (including online retail/distribution sites), project sites where the product is being sold or used, the manufacturer's warehouse, or the manufacturer's production line. from the retail outlet/distribution center (including online retail/distribution sites) or project site where the product is being sold or used, from the manufacturer's warehouse, or from off the line. Samples may be selected from off the production line only when it is not feasible to obtain products from another source. UL Contracting Party reserves the right to revoke use of the Label on Products and remove Product information from the UL Contracting Party's Product Database if UL Contracting Party determines that the Product is not in compliance with the requirements.

19. **Changes to Product.** If Client makes changes to the Product(s) that will take the Product(s) out of compliance with the requirements, Client must promptly notify UL Contracting Party and submit the Product for a re-assessment. If changes are made that take the Product out of compliance and UL Contracting Party is not notified, Client may be required to suspend use of the Label when these changes are discovered during the periodic inspections. Continued noncompliance of the Product may result in complete withdrawal from the WaterSense® Product Certification.
20. **Changes to Requirements.** WaterSense® requirements and/or regulations are subject to be updated and changed. When a WaterSense® requirement and/or regulation changes, Products that have been certified to those requirements and/or regulations may need to be re-assessed to determine compliance with the new requirements and/or regulations. UL Contracting Party will provide notice of changes to WaterSense® requirements to allow Client to submit their Product for re-assessment to determine continued compliance. Client is responsible for all costs associated with the re-assessment. If Client does not submit their Product for re-assessment within the time period specified by UL Contracting Party, the Product will be removed from the Product Database and the Product will no longer be eligible to carry the Label or utilize the UL Contracting Party's report and/or certificate.
21. **Suspension of the Use of the Label on Products.** The UL Contracting Party may suspend the use of the Label due to Product nonconformance, misuse of the Label, or other noncompliance. Label suspension can occur for a limited period of time as specified by the UL Contracting Party. During the period of suspension, the Client is prohibited from using the Label in conjunction with any Product associated with the suspended Label. The UL Contracting Party will provide the Client the conditions under which the suspension can be removed (i.e., corrective actions that shall be taken). At the end of the suspension period, the UL Contracting Party may investigate whether the indicated conditions for reinstating the use of the Label have been fulfilled. Upon receiving proof of fulfillment of these conditions, the UL Contracting Party will notify the manufacturer that the suspension has been removed. In such case UL Contracting Party will bill the Client for the costs associated with this investigation.
22. **Withdrawal of the Use of the Label on Products.** In severe or repeated instances of Product nonconformity or misuse of the Label, failure to meet the requirements for reinstatement of a suspended use of the Label, or failure to maintain an active certification listing, UL Contracting Party is required by U.S. EPA to withdraw the Product's certification and its authorization for the use of the Label. UL Contracting Party will inform Client that the certification and Label are being withdrawn via a withdrawal notification. Client and its wholesalers, distributors, and retailers shall immediately cease using the Label in conjunction with that Product, and the Label is to be eliminated from Product packaging and promotional materials in accordance with the termination or withdrawal notification and in no circumstance to exceed six (6) months from the date of the notification of withdrawal or termination. UL Contracting Party will immediately notify U.S. EPA of any Product withdrawals, and U.S. EPA shall decide whether to terminate its agreement with Client and/or if other corrective action is warranted. The Label shall not be used for any reason by, or in conjunction with, a Product of a manufacturer whose agreement with U.S. EPA has been terminated.
23. **Immediate Termination Events.** In the event that Client defaults on any of its obligations under any agreement with UL Contracting Party or any other UL Company,

including, but not limited to, any misuse of any Label, UL Contracting Party may, in its sole discretion, immediately terminate or suspend, any of Client's Products related to such default, and any and all rights or authorities conferred upon Client by virtue of the Parties' agreements, including any right to use the Label on any Product(s), and without prejudice to any other rights or remedies that UL Contracting Party might have.

- 24. Additional Termination Events.** Upon the occurrence of any of the following events or conditions, and upon thirty (30) days' written notice to Client ("the termination notice"), UL Contracting Party may terminate, in whole or in part, as to any or all Covered Product(s), any rights or authority conferred upon Client by the Service Agreement: (a) Client's failure to use the Label on covered Product(s) for a period of two (2) consecutive calendar years; (b) Client's filing of any voluntary or involuntary petition in bankruptcy; (c) the appointment of a receiver for Client's business; and/or (d) the voluntary or involuntary liquidation of Client's business. In such termination notice, UL Contracting Party will provide Client with a date by which Client must cease using any and all Labels covered by the notice (the "Termination Date").
- 25. UL Contracting Party's Actions Upon Termination.** Upon any termination of the Service Agreement, UL Contracting Party may: (a) discontinue UL Contracting Party's Service on any of Client's Product(s), and/or (b) take physical possession of any unused Labels, which, in UL Contracting Party's judgment, were issued for use in connection with any Product(s) related to the termination. Client expressly agrees that, on or before the Termination Date, it will cease using any Label on, or in connection with, any covered Product(s) addressed in in accordance with the terms of the termination or withdrawal notice, including any use of any Labels, or any reference to UL Contracting Party, in the marketing, promotion, and/or advertising of such Product(s).