

## CB SCHEME SERVICE TERMS

These Service Terms shall govern CB Scheme 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 CB Scheme Service. 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 evaluate Client’s products in accordance with the International Electrotechnical Commission (“IEC”) System of Conformity Assessment for Electrotechnical Equipment and Components (“IECEE”) and issue a CB Test Certificate and associated CB Test Report in accordance with the applicable technical requirements and according to the CB Scheme program requirements, Rules of Procedure of the Scheme of the IECEE (“Rules”) for Recognition of Results of Testing to Standards for Safety of Electrical Equipment (“CB Scheme”) – IECEE Publication 02). The services requested by Client and to be provided by UL Contracting Party for specific projects shall be set out in individual Applications.
2. **Eligibility of a Product for CB Test Certificate**
  - 2.1 A product investigation involves the performance of tests and the examination of product construction to determine compliance with applicable technical requirements (IEC standards). Client agrees to supply all information needed for evaluation of product(s).
  - 2.2 The issuance of the CB Test Certificate is subject to: (i) investigation of the product according to the applicable technical requirements (IEC standards); (ii) the product’s compliance with the applicable technical requirements (IEC standards); and (iii) the manufacturer’s compliance with the current Rules of Procedure and the Operational Documents of the CB Scheme, which may be revised from time to time. To the extent it is applicable, the most current edition of IECEE 02 and the Operational Documents are incorporated herein by reference and made fully a part hereof, except when otherwise modified or supplemented by the Service Agreement. If Manufacturer does not have a copy of the most current editions of IECEE 02 and the Operational Documents, Manufacturer may obtain the Rules of Procedure directly from the IECEE (<http://www.iecee.org/cbscheme/default.htm>). The applicable Operational Documents may be obtained from the operators of the CB Scheme, the National Certification Body (NCB).
3. **Cost of Investigation.** UL Contracting Party’s Quotation or Project Confirmation will establish the price for UL Contracting Party’s Services. The price will depend upon the type of product and the test requirements. UL Contracting Party’s Quotation or Project Confirmation is subject to change at UL Contracting Party’s discretion, upon reasonable notice to the Client, due to any additional project-specific requirements or scope changes.

#### 4. Compliance with the IECEE CB Scheme Requirements

- 4.1 If UL Contracting Party determines that a Product submitted is in compliance with all applicable technical requirements, including CB Scheme Program Requirements, UL Contracting Party will issue a CB Test Certificate and associated CB Test Report. The Client agrees that the products for which the CB Test Certificate has been issued will comply with the applicable technical requirements, including CB Scheme program requirements, at all times.
- 4.2 The Client agrees that the CB Test Certificates shall not be used in any form of advertising or sales promotion.

NOTE: This requirement does not preclude the holder of a CB Test Certificate from making reference to the existence of that Certificate in business correspondence related to equipment for which a CB Test Certificate has been issued.

- 4.3 Manufacturer shall notify the NCB promptly of any changes in the product construction that may be material to the NCB's issuance of the CB Test Certificate and associated CB Test Report.
- 4.4 The IEC, IECEE, and combination IEC/IECEE logos, are copyrighted and belong to the IEC. Their use is restricted to official documents published by IEC, IECEE, or both, and shall not be reproduced or utilized by the manufacturer in any form or by any means, electronic or mechanical, including photocopying and microfilm, without prior permission in writing from the IECEE Secretary.
- 4.5 The NCB reserves the right to withdraw the CB Test Certificate if, in the sole opinion of the NCB, the Manufacturer obstructs in any way the aim, operation or development of the CB Scheme, fails to take action regarding misuse of CB Test Certificates, or otherwise violates the Rules,

- 5. **Use of Names and Marks - A CB Scheme investigation and the CB Scheme Test Certificate shall not result in UL Contracting Party issuing product safety certification, or any authorization to use the 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 form of reference which may be interpreted to refer to UL Contracting Party or any other UL Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.