

UL's GLOBAL PURCHASE ORDER
TERMS AND CONDITIONS

1. Seller is defined as the party specified on the Purchase Order, the Buyer is defined as the UL Company identified or referred to on the applicable Purchase Order ("UL Contracting Party"). Purchase Order which means any written offer by UL Contracting Party for the purchase of goods, hardware, equipment, physical products, software, or other tangible items ("Goods") or services as described in the applicable Purchase Order ("Services").
2. **Complete Agreement.** Seller agrees to sell and deliver the Goods or Services specified in this Purchase Order in accordance with the terms and conditions contained in this Purchase Order, which shall constitute the entire and final agreement of the parties and cancels and supersedes any prior or contemporaneous negotiation or agreements. Seller's shipment of Goods or commencement of work hereunder shall be deemed Seller's acceptance of UL Contracting Party's offer to purchase contained in this Purchase Order. This Purchase Order expressly limits Seller's acceptance to the terms and conditions of this Purchase Order. Any additional or different terms proposed by Seller in any quotation, acceptance or other document are hereby deemed to be material alterations and are hereby rejected unless expressly agreed to in writing by UL Contracting Party.
3. **Time is of the Essence:** Unless otherwise specified, this order is for immediate delivery. All deliveries are to be made through UL Contracting Party's Receiving Department and are accepted between 8:00 A.M. and 4:00 P.M. Monday through Friday (except UL holidays). Time is of the essence in Seller's performance under this Purchase Order. Seller will, within twenty-four (24) hours after learning of any cause or condition that would materially delay the performance of any Service or provision of Goods, notify the UL Contracting Party in writing of such anticipated or actual delay, the reasons for such delay, and the actions being taken by Seller to overcome or minimize the delay. UL Contracting Party shall be entitled to collect or withhold as liquidated damages an amount equal to a quarter percent (0.25%) of the Purchase Order amount per each day of delay. Such liquidated damages shall not exceed five percent (5%) of the total Purchase Order value per breach. In addition, UL Contracting Party may terminate any Purchase Order at no charge and without liability as a result of any delay in performance.
4. **Shipping Risk:** Any risk associated with the Goods being sold here under rests with the Seller up to the time of receipt of the Goods by UL Contracting Party at the place of delivery, and a proper inspection has been completed by UL LLC without rejection of the Goods. Thereafter such risk is with UL Contracting Party including any risk associated with any Goods thereafter returned to the Seller. However after UL Contracting Party has returned such Goods to the Seller and the Seller has received such Goods, any risk associated with those Goods reverts to the Seller.
5. **Inspection and Acceptance:** All Goods shall be received subject to UL Contracting Party's right of inspection and rejection. Defective Goods or Goods not in accordance with UL Contracting Party's specifications will be held for Seller's instruction at Seller's risk and if Seller so directs, will be returned at Seller's expense. If inspection discloses that part of the Goods received are not in accordance with UL Contracting Party's specifications, UL Contracting Party shall have the right to cancel any unshipped portion of the Purchase Order without penalty unless otherwise stated on the front of the Purchase Order. Payment for Goods on this order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that UL Contracting Party may have against Seller.
6. **Price:** The price(s) shown on this Purchase Order are firm and may be changed only by a "change order" signed by a UL Manager, Director or Officer of UL Contracting Party. This Purchase Order must not be filled at prices higher than specified or last quoted or charged without UL Contracting Party's written consent. It is agreed that UL Contracting Party is to receive the benefit of any decline in price on the material covered by this Purchase Order prior to its execution.
7. **Compliance with Law:** It is agreed that the production and sale of the Goods and/or the performance of the Services specified herein shall comply with all Federal, State and other laws applying thereto including without limitation the requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of the regulations and orders of the United States Department of Labor issued under Section 14 thereof. This Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. All OSHA requirements relating to construction (Code of Federal Regulations, Title 29, Chapter XVII Part 1926) shall be complied with by the Seller and its sub-contractors.
8. **Insurance:** If this order is for work to be performed in or on UL Contracting Party's premises, Seller must furnish certificate covering workmen's compensation and public liability insurance in limits specified by UL Contracting Party before work is started and furnish waiver of lien on account of labor and materials when work is completed.
9. **Terms of Payment:** UL Contracting Party payment terms are 2%10, Net 60 days after receipt of invoice, unless otherwise stated on the front side of the purchase order.
10. **Warranty:** Seller represents and warrants that the Goods sold by the Seller to UL Contracting Party hereunder will be a merchantable quality, will conform to applicable specifications, drawings or descriptions furnished by UL Contracting Party; will be free from defects in material and workmanship, and will be sufficient and fit for the purposes intended by UL Contracting Party. UL Contracting Party's approval of designs, furnished by Seller shall not relieve Seller of its obligations under this paragraph. The warranties of Seller, together with its service guarantees, shall run to UL Contracting Party and its jobbers, dealers and customers, in addition, Seller shall indemnify and hold UL Contracting Party and its employees, customers, jobbers and dealers harmless from and against any and all claims, suits judgments, losses, or expenses, including attorneys' fees, which are grounded or based wholly or partially upon: (i) alleged negligence in the formulation of manufacture of any Goods sold by the Seller to UL Contracting Party hereunder; or (ii) any alleged defect or actual defect in the Goods or upon a claim that the merchandise was not of merchantable quality or that it was not fit for the purpose for which it was intended.
11. **Indemnity:** Seller agrees to indemnify, defend, and save UL Contracting Party harmless from any loss, damage or liability for injuries (including death) to the property or persons of any one, including Seller and UL Contracting Party, their agents and employees and

customers, arising out of or in connection with the Services and Goods covered by this order and/or Seller's performance hereunder, whether caused by negligence of either party or by breach of warranty, excepting only injuries caused by the sole negligence of UL Contracting Party.

12. **Intellectual Property:** Seller, its heirs, successors, assigns and legal representatives, shall forever protect, indemnify, defend and save harmless UL Contracting Party, its agents, dealers and customers, against all claims, suits, judgments, court costs, attorney's fees and other liabilities, demands or losses in any manner arising out of alleged infringement of any patent, copyright trademark or other intellectual property rights because of their possession, use or sale of the subject matter to which this agreement relates, provided that Seller shall be notified of said suits in a reasonable period of time. Seller shall have the right to be represented in the defense thereof by counsel of its own selection and its own expense. UL Contracting Party its agent's dealers and customers shall have a free and unrestricted right and license to use said subject matter in any and all arts and under all intellectual property rights in or under which Seller may now or hereafter have an interest. All materials, designs, specifications, data, know-how or other information ("UL Materials") provided by UL Contracting Party to Seller shall be used by Seller solely for fulfilling its obligations under this agreement. Seller shall keep all UL Materials confidential and not disclose to any third parties. Seller acknowledges that UL Contracting Party is the owner of all UL Materials, including all proprietary and intellectual property rights embodied therein and all modifications, improvements and derivative works that result from Seller's use of the UL Materials. Seller shall not seek to impair or invalidated UL Contracting Party's rights in the UL Materials.
13. **Delivery Charges:** Unless otherwise agreed to by both parties, carrier charges for all items to be furnished are to be prepaid. The goods shall be delivered at the expense of the Seller.
14. **Extra Charges:** No additional charges of any kind, including charges for boxing, packing, cartage, or other extras will be allowed unless specifically agreed to in writing in advance by UL Contracting Party and unless stated on the front side of this Purchase Order.
15. **Taxes:** All increases in, and all new taxes, excises or other governmental charges hereafter imposed on the production, sale or transportation of the material sold hereunder which Seller may be required to pay, shall become part of the price payable by UL Contracting Party, unless otherwise stated on the front side of this Purchase Order.
16. **Governing Law:** This contract shall be governed and constituted according to the substantive laws of the State of Illinois.
17. **Cancellation:** UL Contracting Party reserves the right to cancel without penalty all or any part of the order under this Purchase Order with thirty (30) days prior written notice to Seller; or if the delivery of the Goods or Service or any item thereof is incomplete; or if the delivery of the Goods or Service or any item thereof is not made to UL Contracting Party as specified, time being of the essence of the contract created hereby; or if the Seller breaches any terms hereof, including without limitation, any warranty of Seller made or deemed made to UL Contracting Party hereunder; or in the event of bankruptcy or insolvency of Seller; or in the event any proceeding is brought by or against Seller, voluntarily or involuntarily, under any provision of the Bankruptcy Act or any insolvency law. In a case where UL Contracting Party has terminated or cancelled the order for its convenience, Seller will be reimbursed for that portion of the Services or Goods provided and any non-cancellable expenses. Where UL Contracting Party cancels or terminates the order due to Seller's breach or delay, Seller will not be paid for any fees for the non-conforming Services or Goods and shall refund all fees which UL Contracting Party has paid for such non-conforming Services or Goods.
18. **Assignment:** The Seller may not assign any portion of this agreement without prior consent of UL Contracting Party, which consent shall not unreasonably be withheld.
19. **UL Mark on Goods:** Goods included on this Purchase Order which are of a product category, Listed, Recognized or Classified by UL, shall bear the UL "Listing Mark", "Recognition Mark," or "Classification Mark" specified for the specific category.
20. **Conformity With UL Contracting Party Policies.** If Seller comes upon UL Contracting Party's premises to perform any Services, Seller shall comply with applicable UL LLC policies and shall take all desirable precautions to assure Seller's safety and the safety of others.

Seller shall act according to the highest legal, ethical and moral standards at all times. Seller represents and warrants full and continuing compliance with UL Contracting Party's Global Supplier Standards of Conduct (available at ul.com/ulglobalethics), and all applicable tax, antibribery and foreign corrupt practices laws, regulations and other legal requirements, including the U.S. Foreign Corrupt Practices Act and UK Bribery Act. Seller specifically warrants and represents that no offer, promise or payment of any money, gift or any other thing of value shall be paid to any person for the purpose of influencing official actions or decisions affecting this agreement. Seller agrees to promptly notify UL Contracting Party of any change in any laws, regulations or other legal requirements that may affect its performance of this Purchase Order.

Seller represents and warrants that during the term of this Purchase Order it shall not cause UL Contracting Party to violate any U.S. trade sanction laws administered by the U.S. Department of Treasury, Office of Foreign Asset Control (www.ustreas.gov/ofac), shall obtain all applicable export licenses, and shall ensure that any payments made to or by UL Contracting Party or its affiliates will not be paid from or deposited into a financial institution and account subject to any U.S. trade sanction law. UL Contracting Party has the right to terminate the agreement immediately if it is prohibited by U.S. law from doing business with Seller.

Conflict of Interest – Seller: (i) shall not use its position for personal financial gain; (ii) shall not accept any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties; (iii) shall not extend any special favor to employees of UL Contracting Party under circumstances which might reasonably be interpreted as an attempt to influence them in the conduct of their duties; (iv) shall not have been involved in any way with designing the product, process or system to be assessed; and (v) if an agent authorized by UL Contracting Party clients, shall not have any crossover or sharing of information between its employees who conduct Assessments and its employees who act as agents authorized by UL Contracting Party clients. Seller must immediately disclose to UL LLC actual or potential conflicts of interest, including any business relationship and/or any financial interest of a UL Contracting Party employee in a Consultant's business

INSURANCE REQUIREMENT AND INDEMNITY AGREEMENT

Before work is started, Seller is to furnish a certificate of insurance providing for Worker's Compensation Insurance in accordance with the laws of the State in which the work is performed, and Employer's Liability limit of not less than \$1,000,000, Comprehensive General Liability Insurance with limits not less than:

Bodily Injury- \$1,000,000 each person;
\$1,000,000 each occurrence;
\$1,000,000 aggregate.

Property Damage- \$1,000,000 each occurrence;
\$1,000,000 aggregate;

Comprehensive Automobile Liability Insurance with limits of not less than:

Bodily Injury- \$100,000 each person;
\$300,000 each occurrence;

Property Damage- \$100,000 each occurrence.

When work is completed, provide waiver of liens for all labor and materials furnished (applicable only if box is checked)

If Seller is to be working upon the premises of UL Contracting Party or the premise of a UL Contracting Party affiliate, Seller also agrees to indemnify, hold and save harmless UL Contracting Party, its officers, agents, servants, or employees from and against all loss, costs, expenses, or damages, including reasonable attorney's fees, incurred or sustained by them or any of them, as a result of injury to any persons or sustained in connection with, arising out of, occurring in or resulting from the performance of said work, excepting only injuries caused by the sole negligence of UL Contracting Party. The Seller further agrees that in the event any suits or other proceedings shall be brought against Underwriters Laboratories Inc., its officers, agents, servants, or employees on account of any such accident, injury, or damage, or violation of law, the Seller shall provide for and undertake the defense thereof, will pay any judgment(s) rendered or costs assessed against UL Contracting Party, its officers agents, servants or employees therein, and will pay on behalf of UL Contracting Party. its officers, agents, servants or employees any and all attorney's fees incurred by them, or any of them, as a result of any such suit, excepting only injuries caused by the sole negligence of UL Contracting Party.

Any performance of work covered by a UL Contracting Party Purchase Order constitutes the Seller's acceptance of the terms and agreement.

NOTE: Prior to commencement of work, certificate of insurance covering worker's compensation and Employer's liability and comprehensive general liability must be received by the Global Sourcing Dept.at the location of the UL Contracting Party where the work is to be performed.