

UL 1974 Battery Repurposing Management System Assessment Services Service Terms

These Service Terms shall govern the UL 1974 Battery Repurposing Management System Assessment Services performed by the 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 UL 1974 Battery Repurposing Management System Assessment 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 management systems and provide registration and/or assessment services in accordance with the UL 1974 Battery Repurposing Management System Assessment Service for the evaluation of management systems governing the processes used for sorting and grading of battery packs, modules, and cells that were originally configured and used for other purposes, and that are intended for a repurposed use application (“Services”). The Client’s processes which are evaluated by the UL Contracting Party may include without limitation: examination of provided data/information; visual examination of the batteries; Client testing to determine the state of health (as defined in UL 1974); parameters used by Client to identify continued viability of the batteries; and rating mechanisms the manufacturer uses for those batteries that are determined suitable for continued use. The Services requested by Client for specific projects shall be set out in an individual Quotation or a Project Confirmation.
2. **Price.** A 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 assessment requirements. All quotations and Project Confirmations are subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
3. **Cancellations and Postponements.** UL Contracting Party will work with Client to schedule preassessment meetings, preliminary evaluations, and audits, at mutually convenient dates and times. If Client postpones or cancels any scheduled meeting, evaluation, or assessment audit less than thirty (30) days before the scheduled date. Client agrees to pay the following cancellation fees:
 - a. If Client notifies UL Contracting Party less than thirty (30) days, but more than fourteen (14) days before any scheduled meeting, evaluation or assessment, the cancellation fee shall be the greater of 20% of UL Contracting Party’s quoted fee or \$3,000; or
 - b. If Client notifies UL Contracting Party less than fourteen (14) days before any scheduled meeting, evaluation or assessment, the cancellation fee shall be 75% of UL Contracting Party’s quoted fee.
4. **Registration Program Requirements.** UL Contracting Party will make available the document “UL 1974 – Standard for Evaluation for Repurposing Batteries” as well as other document(s) containing additional requirements (collectively, “Program Requirements”) for the management system registration. The Program Requirements more fully explain the program and Client’s obligations and rights under the program. The Program

Requirements are also available in hard copy upon request. Client agrees to abide by the terms of the applicable Program Requirements, which are incorporated by reference into these Terms and made a part of the Service Agreement between the parties. In the event of a conflict between the Program Requirements and these Service Terms, the Program Requirements shall control.

5. **Access to Facilities.** Client agrees that UL Contracting Party's representatives shall have safe and secure access to facilities where Client's records and systems are kept so that UL Contracting Party may perform the evaluation or audits required by the Program Requirements. Client agrees to provide UL Contracting Party's representatives with all safety and other protections required by law for Client's own employees including, without limitation, all U.S. Occupational Safety and Health Administration rules and regulations. The right of UL Contracting Party's representatives to obtain free access to a facility shall not be conditioned 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 UL Contracting Party's representative. If UL Contracting Party's representatives sign such an agreement, waiver, or release, it shall be considered void and have no force and effect. However, UL Contracting Party shall direct its representatives to exercise due care to comply with any plant safety regulations generally applicable to personnel at facility.
6. **Surveillance Audits.** UL Contracting Party's surveillance audit service, and any audits conducted by UL Contracting Party, are designed to serve only as a verification of continued compliance of the Client's management system with the Service Agreement and the applicable Program Requirements.
7. **Use of Certificates of Registration with the UL Mark.** Client agrees to use the Certificate with the UL Mark only in accordance with the conditions of use set out in these Service Terms and the Program Requirements. Management systems audit and registration services shall not result in UL Contracting Party issuing product safety certification, or any authorization to use the UL Marks on products. 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 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.
8. **Misuse of UL Company Name or UL Mark.** Client acknowledges and agrees that the use of a UL Mark, or a description referring to UL Contracting Party or another UL Company, could mislead third parties if Client does not comply with the Program Requirements (including, without limitation, the applicable standards or limitations described on the Certificate), or if the UL Mark is used in any way other than as provided in these Service Terms. Client acknowledges and agrees that any such use of the name of UL Contracting Party, the name of another UL Company, or of any UL Mark would constitute a "Misuse" under the terms of these Service Terms. Client expressly agrees that any Misuse of the name of UL Contracting Party, another UL Company or the UL Mark will subject Client both to liability for breach of contract and to the remedies for such breach set forth in the GSA and in these Service Terms.
9. **Use of UL Company Name and UL Badge in Advertising and Promotional Materials.** UL Contracting Party will permit Client to make appropriate references to UL Contracting Party or another UL Company as authorized from time to time in writing by UL Contracting

Party in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with the Certificate that bears the UL Mark; PROVIDED THAT, in UL Contracting Party's sole opinion, the following conditions are met: (a) the promotional or advertising material is in no way inconsistent with the findings or coverages of UL Contracting Party; (b) the reference to UL Contracting Party or another UL Company is not intended to and does not create a misleading impression as to the nature of UL Contracting Party's findings, its coverages, or its Service; and (c) the promotional or advertising material does not in any manner state or imply that UL Contracting Party or any other UL Company is in any way (i) "endorsing" or "certifying" any product or process; or (ii) "warranting" or "guaranteeing" any product or process, its performance, or its "safety." No UL Mark may be used in any advertising or promotional material.

10. **Client's On-Going Registration and Reporting Obligations.**

- a. **Process Changes.** Client shall provide UL Contracting Party with prompt written notice of any changes in its process, change in the ownership of the organization owning the certified process, or any other modification to Client's process which could in any way impact the registration or Client's compliance with the Program Requirements. Upon such notice, UL Contracting Party will initiate a review which may determine the need for additional evaluation or assessment. UL Contracting Party may need to perform additional Services which may include further audits, documentation review, or on-site inspections for which you will be separately quoted.
- b. **Non-Compliance.** If, at any time: (i) any or all registered management systems have not successfully completed ongoing registration renewal review, (ii) UL Contracting Party has not received full payment of all fees owed, or (iii) any registered management system has failed our review, the management system shall be deemed non-compliant. UL Contracting Party may need to perform additional Services which may include further audits, documentation review, or on-site inspections for which Client will be separately quoted.
- c. **Re-Registration of Compliant Processes.** The Certificate will expire three (3) years from the date of issuance. Every three years, UL Contracting Party will perform a re-assessment of the management system to then current Program Requirements. If the management system is found in conformance with all Program Requirements, registration will be granted subject to additional annual fees.
- d. **Records.** Client shall keep a record of all complaints made known to Client regarding the processes, take appropriate action to investigate and respond to such complaints and any non-compliance with the Program Requirements, and provide a record of such actions upon UL Contracting Party's request.

11. **Withdrawing, Suspending, or Withholding Registration.**

- a. UL Contracting Party may suspend, withdraw, or withhold registration at any time if any of the following occur as determined in UL Contracting Party's sole discretion:
 - i. changes to Client's organization, facilities, or processes;

- ii. improper use of the Certificate;
 - iii. Client obstructs in any way the aim, operation, or development of the Program Requirements; or
 - iv. Client otherwise violates the Program Requirements.
- b. If, in UL Contracting Party's sole discretion, such issues are severe enough so as not to be able to meet the Program Requirements, UL Contracting Party may withdraw the registration;
- c. If, in UL Contracting Party's sole discretion, such issues are resolvable in a reasonable timeframe, UL Contracting Party may suspend Client's registration until remedied.
- d. Upon suspension, withdrawal, or withholding of registration for any reason, Client must immediately stop use of the Certificate and UL Mark.

12. Termination.

- a. Termination by UL Contracting Party. UL Contracting Party may immediately terminate this Service Agreement and authorization to use the Certificate and UL Mark without further right to cure if:
 - i. Client fails to pay any fees due in connection with the certified processes;
 - ii. Client fails to notify UL Contracting Party of any changes to the certified process(es);
 - iii. Client misuses the Certificate;
 - iv. UL Contracting Party determines in its sole discretion that changes to the certified process have occurred such that the registered management system is no longer eligible for registration; or
 - v. Client obstructs in any way the aim, operation, or development of the Program Requirements.
- b. Upon termination or expiration of this Service Agreement for any reason, Client agrees to immediately:
 - i. Stop use of the Certificate and UL Mark and destroy all marketing and promotional materials that reference the registration; and
 - ii. Pay all fees due including any annual fees in full. Unless UL Contracting Party has materially breached the Service Agreement, there will be no pro rata reduction or return of annual fees.