

FIRE DOOR, FIRE DAMPER INSPECTION SERVICES

SERVICE TERMS

These Service Terms shall govern Fire Door and Fire Damper Inspection Services performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) and sets out the responsibilities and obligations of the Client. These Service Terms and the terms of the Global Services Agreement (“GSA”), with exception of the GSA Terms listed in Clause 7 herein, are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for Fire Door and Fire Damper Inspection Services. 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 conduct on-site inspections of the fire door or fire damper installations in commercial or industrial buildings to determine compliance with the applicable requirements of the latest edition of NFPA 80, “Standard for Fire Doors and Other Opening Protectives”, chapter 5 for fire doors and chapter 19 for fire dampers. The Services are limited to the features and characteristics that can be visually inspected on-site to the requirements of NFPA 80. The Services shall not result in UL Contracting Party issuing certification of any product, registration of any management system, or certification of compliance with building codes. The Services requested by Client and to be provided by UL Contracting Party for specific projects shall be set out in individual Quotations or 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 and number of fire doors to be inspected. 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. Access to Facilities: Client agrees that UL Contracting Party’s representatives shall have free, safe, and secure access to facilities so that UL Contracting Party may perform the requested inspections. 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 any of 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 the facility.

4. Deliverables: Upon completion of an inspection, an inspection report will be issued to client. The inspection report will identify the fire doors and/or fire dampers covered in the inspection, compliance or non-compliance of each door and where applicable, a description of discrepancies found with NFPA 80 requirements. If compliance is identified with all fire doors covered in the inspection, a UL Inspection Certificate and an inspection report will be issued to Client. UL’s Inspection Certificate indicates compliance with the applicable section of NFPA 80 at the time of the inspection. Any modifications to the fire doors subsequent to the UL inspection may invalidate the UL Inspection Certificate and inspection report.

5. Use of Names and Marks: Fire Door and Fire Damper Inspection Services shall not indicate compliance with any UL Contracting Party product certification program or result in UL Contracting Party issuing certification or authorization to use the Mark.

6. Our Functions: You acknowledge and agree that we are not a designer, manufacturer, marketer, seller, endorser, guarantor, or insurer of your products or systems of any kind. By providing the Services we are not assuming and we disclaim any obligation, including any duty of care toward you or any third party related to the design and testing by entities other than a UL Company. You agree that: (a)our provision of Services is not intended to supplant your examination; (b)by our performance of Services, we are not assuming any duty that you have to examine; (c)we are not endorsing, or warranting the safety or performance of such product(s) or system(s).

7. GSA Terms: With regard to Follow-up Services (Section 2 GSA) and Samples (Section 6 GSA) it is agreed and understood between the parties (you and us) that there is no Follow-up Service related to this offering and that you are not required to send any Samples as defined in Section 6 of the GSA to UL Contracting Party or any UL entity.