

## MACHINERY DIRECTIVE NOTIFIED BODY SERVICE TERMS

These Service Terms shall govern the Machinery Directive Services provided by the UL Contracting Party utilizing its affiliate UL International (Netherlands) B.V. (“UL-NL”), which is a Notified Body under the European Union Machinery Directive (MD)<sup>1</sup> (“we”, “our”, or “us” as the context requires and as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client (“you” or “your” as the context requires). 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. 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.** We will undertake to assess your products and quality assurance systems for compliance with the Machinery Directive (2006/42/EC), as amended and incorporated into applicable national law, and any applicable laws, regulations, and standards (“Applicable Requirements”), as may be requested in the Client’s Application (the “Assessment Services”). The services requested by you and to be provided by us for specific projects shall be set out in individual Quotations or Applications (“Quotation”).
- 2. Information, Data, and Materials.** You agree to provide all relevant information, test data, products, and unrestricted access to all locations necessary to complete the Assessment Services upon request including access by our representatives when required. You agree to give us timely written notice of all material changes to the information in connection with the Assessment Services.
- 3. Transfer of Type Evaluation to the UL Contracting Party.** When you transfer Initial Type Evaluation from another Notified Body to us, you agree to submit your evaluation report and prepared by the other Notified Body for us to review. We will prepare an evaluation plan to verify these results from the other Notified Body.
- 4. Compliance.** Neither you nor us shall not deviate from the applicable laws, regulations, and standards governing the Assessment Services, unless you have obtained an exemption from the relevant authority.
- 5. Language Requirement.** You shall provide us with all materials and information with respect to the Assessment Services in English, unless the parties have agreed in writing to the use of a different language, and you agree to pay any additional costs related to the Assessment Services, e.g., translation costs.

**<sup>1</sup> Machinery Directive:**

Council Directive of 29<sup>th</sup> June 2006 on the approximation of the laws of the Member States relating to Machinery (2006/42/EC) (OJ L 157 of 9.6.2006) amended by: Commission Regulation (EC) No 596/2009 (OJ L 188 of 18.7.2009) and Commission Directive (2009/127/EC) (OJ L 310 of 25.11.2009)

**6. Work Schedules and Cancellation.** All schedules and completion dates provided by the UL Contracting Party are estimates. We shall not be liable in the event of delays in performance of the Assessment Services. Your sole remedy for delay is to terminate the Agreement according to its terms. You may elect to discontinue or postpone the Assessment Services at any time upon written notice to us. You shall be responsible for payment of all Assessment Services performed prior to our receipt of such notice and any fees associated with the termination or postponement. We shall not be held liable for any errors or deficiencies in connection with the work already performed and you shall not use the UL Contracting Party's name or UL-NL's name or Notified Body number in connection with your products.

**7. Fees.** We will establish a fee for each project and provide this fee in a Quotation to you. The Quotation will set forth our fees for the Assessment Services, including fees associated with preparation prior to the assessment activities, and the onsite assessments, reports, reviews, and activities following the assessments, but does not include expenses associated with travel and living which will be billed at cost as incurred. The fees set in the Quotation are subject to change in the event that we determine that additional services are reasonably necessary to complete the Assessment Services. Annual fees for filing and maintenance of the Certificate and for additional copies of reports and Certificates will be billed separately.

**8. Certificate.** If your product is determined to conform to the applicable laws, regulations, and standards, you shall be eligible to receive a Notified Body Certificate as appropriate. The maintenance of any Certificate is contingent upon your continued adherence to the terms of the Service Agreement, including these Service Terms. The Certificate may be canceled or withdrawn at any time if your product fails to conform to the applicable laws, regulations, and standards, or if the information, materials, or data that you provide to us contains any misrepresentation or omission.

The Machinery Directive Certificates are covered by Annex IX (EC Type-Examination).

**9. References to UL or UL-NL.** Unless otherwise authorized in writing by us we will only permit the use of appropriate references to the UL Contracting Party or to the UL-NL Notified Body in the form or text as specified by us. We will permit you to use such references in promotional or advertising material provided that, in our opinion, the promotional or advertising material does not conflict with our findings or create a misleading impression as to the nature of those findings.

**10. Use of Certificate and Notified Body number.**

The Certificate and the Notified Body number shall be obtained and used only when and in the manner authorized by us. Notwithstanding, the cost of displaying the Certificate is not paid by the UL Contracting Party or UL-NL.

You agree that we shall retain the right to control the display or otherwise use the Certificate. Our representatives shall have the right, on demand, to acquire possession of the Certificate and any or all advertising and promotional material or other means of displaying the Certificate or other references to the UL Contracting Party or to UL-NL upon termination of this Agreement, or when such action is warranted in our judgment.

You assume full and sole responsibility for your use of the Certificate and agree that your product will be in compliance with the Applicable Requirements at all times.

You agree that your use of the Certificate constitutes your declaration that we assessed your product in accordance with the applicable laws, regulations and standards, and that the products and/or quality systems covered by the Certificate are in accordance with the Applicable Requirements.

You agree that the promotion of your product utilizing the UL Contracting Party's or UL affiliate name, Certificate would mislead the public if such product is not covered by a Certificate issued by us; does not comply with the Applicable Requirements and applicable laws, regulations, and standards; or is used in any way not authorized by us.

**11. Investigation of Noncompliance.** You agree that you will, at your expense, fully cooperate with and assist in ascertaining the facts if it is reported to us that your product and/or quality system are not in compliance with the Applicable Requirements, or applicable laws, regulations, and standards. Among other things, you shall promptly share any information you acquire regarding the reported noncompliance, take any corrective action necessary to correct any noncompliance, and provide timely reports to the Notified Body on such corrective action.

**12. Surveillance Services.** You agree that any surveillance service we provide and any Assessments Services are designed to serve only as a check on the means by which the you determine compliance of your product with the applicable laws, regulations, and standards. You also agree that such surveillance service and assessments in no way relieve you of your responsibility for your product and/or quality system that are subject to the Certificate.

Within the surveillance services a declaration is to be made at least annually for those products evaluated to Annex IX. This declaration shall be made each time a change to the product is made prior to implementation (to allow us time to review the impact) or if no changes to the product have been made the declaration must state that no changes have been made to the product.

**13. Claims.** Any claim by you, or any third party claim, arising out of this Agreement, shall be filed within a period of one (1) year from the date of issuance of a certificate to you, or the decision not to issue a certificate, or shall be forever waived.

**14. No Listing, Classification or Recognition of Product.** You understand and agree that any report, Certificate, or authorization we issue as a result of any Assessment Services performed under these Service Terms, shall not result in a UL product safety certification or any authorization to use UL Marks, and will not indicate acceptability of a product for Listing, Classification or Recognition by the UL Contracting Party, Underwriters Laboratories Inc., UL-NL, or any of their affiliated corporations. You shall not use such report or Certificate in any manner or as the basis of any oral or written representation to convey the impression that any product or system has been or is so Listed, Classified or Recognized.

**15. Use of the CE mark.** The CE mark shall not be affixed to machinery submitted for evaluation/assessment until explicitly authorized by us. When the CE mark is authorized to be used, it shall be provided in accordance with the Machinery Directive Annex III. If Annex IX was used to establish conformity the use of the Notified Body identification number is prohibited.