

Demko Inspection Scheme Service Terms

These Service Terms shall govern the Demko Inspection Scheme performed by the UL Contracting Party (as identified in the Quotation or Project Confirmation and set out your responsibilities and obligations as a Client (“you” or “your”) as the context requires). The Demko Inspection Scheme is administered by UL in accordance with the Demko Inspection Scheme requirements. The Demko Inspection Scheme will be sent to the Client upon request.

UL International Demko A/S (“UL Demko”) is an inspection body accredited by International Accreditation Services (“IAS”). These Service Terms and the terms of the Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of the Service Agreement entered into by the Parties for Demko 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 on behalf of and under the authority of UL Demko will conduct inspection of Client’s factory in accordance with the Demko Inspection Scheme Requirements which covers all mandatory activities in the factory (or other location where the inspection is undertaken) such as (1) Purchasing and material control; (2) Manufacturing and control process; (3) Finish goods control; (4) Non-comply product control; (5) Measuring Equipment control; and (6) Document and record control (“Services”) . “Demko Inspection Services” means inspection of certain device or equipment (“Inspected Products”), and manufacturing process(es) of the factory in accordance with the Demko Inspection Procedure, for UL Contracting Party or another UL Company to determine if it satisfies Demko Inspection Scheme Requirements.
- 2. Demko Inspection Requirements.** “Demko Inspection Requirements” means, solely for the purpose of these Demko Inspection Service Terms, any requirements imposed by UL Demko including without limitation the description, specifications and requirements contained in the Demko Inspection Procedure.
- 3. Price.** A Quotation or Project Confirmation will establish the price for Services. The price will depend upon the type of product and production sites. All Quotations and Project Confirmations are subject to change at UL Contracting Party’s discretion, upon reasonable notice to the Client, due to various factors, including but not limited to additional project requirements or changes in the scope of the Services.
- 4. Compliance with Demko Inspection Scheme Requirements.** Upon completion of the inspection Demko will issue a Demko Inspection Report (“Inspection Report”) to Client documenting both compliance and noncompliance with the Demko Inspection Scheme requirements.
- 5. Access to Facilities.** The Client acknowledges and agrees that representatives of UL Contracting Party, as well as any third-party observers accompanying the representatives, shall have free, announced, immediate, safe and secure access to factories during normal business hours or when the factory is actually in operation. Client agrees to provide UL

Contracting Party's representatives and third-party observers with all applicable safety, and other, protections required by law for Client's own employees, including, without limitation, all applicable rules and regulations. Client will not attempt to restrict the right of UL Contracting Party's representatives, or the third-party observers accompanying the representatives, to obtain free access to a factory upon signing of any agreement, waiver or release which in any way purports to affect the legal rights or obligations of UL Contracting Party or its representative. If any representative of UL Contracting Party signs such an agreement, waiver, or release, it shall be considered void and will be of no force and effect. UL Contracting Party will, however, direct its representative to exercise reasonable care to comply with any plant safety regulations generally applicable to any such factory.

6. **Limitation of Liability for Demko Inspection Service.** Client expressly acknowledges and agrees that Demko Inspection Service – including, without limitation, UL Contracting Party's inspection of facilities where the Inspected Product is manufactured or assembled and UL Contracting Party's examination or testing of sample manufactured Inspected Product does not in any way relieve Client of any responsibility for the design, manufacturer, testing, marketing, and sale of the Inspected Product. Rather, Client acknowledges and agrees that Demko Inspection Service is designed solely to serve as a check on the means that the Factory is using to determine the continued conformity of the Inspected Products to Demko Inspection Requirements. Client further acknowledges and agrees that Demko Inspection Service is designed to supplement, and not to supplant, Client's own efforts to examine and to test the manufactured Inspected Product. Factory agrees to maintain appropriate testing and measuring equipment at its facilities. Factory will ensure that the testing and measuring equipment is properly calibrated and maintain appropriate records of calibration for the equipment. Factory will make its calibration records and its testing and measuring equipment available to UL Contracting Party during the Demko Inspection as appropriate for the Inspected Products.
7. **Inspected Product Information.** UL Contracting Party is entitled to receive information obtained, developed, or collected by Client regarding the field performance of a Inspected Product. Client agrees to make available to UL Contracting Party for inspection and copying, all documents, test results and other information, and keep a record of all complaints made known to the Client relating to any Inspected Product in compliance with Demko Inspection Requirements and make these records available to UL Contracting Party when requested. Client agrees to take appropriate action to respond to such complaints and any non-compliance with Demko Requirements and keep record of such actions. Client agrees that UL Contracting Party may share such information with our UL Companies and subcontractors worldwide. Specifically, with respect to documents provided by Client to local or governmental agency, Client authorizes such agency to make those documents available to UL Contracting Party for inspection and copying. Client agrees that it will cooperate with and assist UL Contracting Party in connection with its investigation of any affected Inspected Product and undertake such corrective action as is in the best interest of public safety.

8. **Demko Inspection Service Fees.** Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party or another UL Company will bill the Client for Demko Inspection Service at UL Contracting Party's current rates, which UL Contracting Party may, in its sole discretion, and upon notice to the Client, change from time to time. Demko Inspection Service charges may vary, depending upon the nature and extent of the necessary inspections, examination, and testing that UL Contracting Party may undertake, including any costs resulting from the failure of the Inspected Product to confirm to Demko Requirements or from insufficient Manufacturer quality control procedures. Charging of such costs shall not limit UL Contracting Party's other remedies for such non-conformity.
9. **Expenses.** Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party or another UL Company will bill the Client for all reimbursable expenses associated with any Demko Inspection Services, which may include, travel expenses, carrier communications, special equipment charges, materials, energy, fuel, services of outside contractors or facilities, charges for photographs, drawings, reproductions, and printing, and charges for preparation of extra copies of UL Contracting Party reports and other documents.
10. **Deliverables.** We will provide you with a report outlining: (i) your instructions and request for Services accepted by us, (ii) Your Requirements used in providing the Services, (iii) the Services performed, and (iv) the results of those Services. We are under no obligation to refer to or report on any facts or circumstances which are outside your specific instructions received and accepted by us. We do not guarantee that our opinions or findings will be recognized or accepted by third parties.
11. **Complaints and Appeals.** The Client can submit a complaint in writing to UL Demko relating to the activities that UL Demko is responsible for. UL Demko will follow up on the complaint and communicate the results of the resolution to the Client.

An appeal must be made in writing and delivered to UL Demko no later than thirty (30) days after the complaint settlement decision is received by the complainant. Results of the appeal will be communicated to the parties concerned and the decision cannot be contested.