

## **BUILDING ENVELOPE SECURITY & PERFORMANCE CERTIFICATION FOR USE IN THE UNITED KINGDOM**

These Service Terms shall govern the Security & Performance Certification of Building Products for Use in the United Kingdom (the “Service”) performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) utilizing its affiliate UL International (UK) Ltd. (“we”, “our” or “us” as the context requires); and set out your responsibilities and obligations as a 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 for the Services. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

### **A. General**

1. **Scope of the Services.** These Service Terms govern your relationship with us as: (a) an “Applicant,” who submits windows, doors, and other building envelope products (“Product[s]”) to us for (1) an assessment of the Product’s conformity to applicable requirements imposed by UL International (UK), including, without limitation, program requirements and any applicable local, regional or internationally recognized security and performance standards and specifications (collectively, “Requirements”), and (2) a declaration that the Product, in our sole discretion is eligible to be shown on certification records and bear certain names, trademarks, service marks and certification marks that are controlled or used by UL Contracting Party (“Mark”), thereafter considered to be certified (“Covered Product”); and/or (b) a “Manufacturer,” who carries out control in such stages of the manufacture, assessment, verification, handling and storage of a Product, has responsibility for continued compliance of the Product with the Requirements, and is subject to other surveillance requirements described below in section B (Factory Audit).

We will issue a certificate to the Applicant (“Certificate Holder”) that will include identification of the Covered Product and certain product specifications (“Certificate”), and that permits the Certificate Holder to use the Mark according to the terms of these Service Terms (“Certification”). For the purposes of these Service Terms, the term Mark shall include both the Certificate and the Mark.

Before we establish Service for any Product, the Applicant must provide us with the name and address of the Manufacturer(s) where the Product is to be manufactured or assembled. “Subscriber” shall refer to a Client acting as an Applicant or Manufacturer unless otherwise indicated. No Service will be established or maintained unless all necessary and appropriate Applicant and Manufacturer(s) have entered into and comply with the terms of all applicable agreements with us.

2. **Product Evaluation.** A “Product Evaluation” consists of the following: (a) our performance of tests on samples of a Product, in accordance with Requirements; and (b) our evaluation of Product construction criteria by our examination of samples of the Product, in accordance with Requirements. The purpose of such testing and examination is to determine whether representative Product samples conform to Requirements and whether the Product might be eligible for the Service.
3. **Factory Production Control Assessment.** You will allow us to perform an assessment of the relevant factory production control system for your Products appropriate for the

Certification which you hold. We may need to make a visit or several visits to your locations involved in the production of the Covered Product (for which you will be charged separately) to conduct an assessment or reassessment as may be required (“Factory Production Control Assessment”). The Factory Production Control Assessment is intended to evaluate whether each Manufacturer of a Product that is eligible for the Service at the time of the Product Evaluation has a production line that is capable of producing a Product that is in accordance with Requirements. The Factory Production Assessment checks the application of controls applied to the manufacturing processes, including but not limited to contract review, production planning, control of purchasing and suppliers, control and storage of incoming materials and components, control of documentation related to the manufacturing processes, identification and traceability of products, production inspection and testing records, maintenance of production equipment, training records, internal audits, nonconformances and corrective actions, customer complaints, control of nonconforming products, labelling and marking of products, and declaration of performance. The Manufacturer of the Product must demonstrate to our satisfaction that they are producing, and intend to produce, the Product in accordance with the Service Agreement and Requirements. You further agree that the Manufacturer shall establish and maintain a quality control program of inspection and testing of manufactured Product in order to ensure that Products bearing any Mark conform at all times to the Requirements.

4. **Register of Certification.** If you have been successfully awarded a Certificate, your name and address, the scheme to which your Certification relates, and the details of the Covered Products certified as appropriate, shall be noted on a register maintained by us and which we make available for public inspection.
5. **Compliance with Requirements.** You expressly agree that after we perform a Product Evaluation, if in our sole discretion we determine that a submitted Product is eligible for the Service, you shall at all times thereafter comply with the applicable Requirements, including, but not limited to: (a) the description of the Covered Product and specifications contained in the report detailing the results of the Product Evaluation (“Test Report”); and (b) the Requirements applicable to the Covered Product. You agree to use the Mark solely according to the terms of the Service Terms and in accordance with the Certificate. You shall promptly notify us of any intended changes that may affect your ability to conform to the Requirements.
6. **The validity of the Certificate.** The Certificate and authorization to apply the Mark is valid for three (3) years from the date of issuance, but may be withdrawn earlier by us if:
  - (i) The Service Agreement terminates for any reason;
  - (ii) Production of the Covered Product ceases or the Product is modified without notifying us;
  - (iii) The Certificate or Mark is used contrary to the terms of the Service Agreement;
  - (iv) We withdraw permission to use the Mark for any other reason, including subsequent changes in Requirements;
  - (v) All fees and expenses are not paid when due;

- (vi) The Manufacturer does not fulfill all requirements;
- (vii) We are not permitted access to the Manufacturer(s) for which the Certificate is authorized; or
- (viii) If requested by the Applicant.

**7. Product Information.** You acknowledge that, as the certifier of your Products, we are entitled to receive information received, developed or collected by you regarding the field performance of Covered Products. Accordingly, you will promptly notify us in writing: (i) when you notify a relevant authority of potential field hazards, (ii) when the Covered Product fails to meet any of the following: (a) the description and specifications contained in the Test Report or Certificate; or (b) the Requirements; or (iii) when you have found or have received a report that your Covered Product could create a substantial hazard to users. You agree to make available to us for inspection copies of all documents, test results, and other information related to (i) – (iii) above, keep a record of all complaints made known to you relating to any Covered Product's compliance with Requirements, and to make these records available to us when requested. You agree to take appropriate action to respond to such complaints, and any noncompliance with Requirements and to keep a record of such actions. You agree that we may share such information with our affiliates and subcontractors worldwide. Specifically, with respect to documents provided by you to any authority, you authorize that authority to make those documents available to us for inspection and copying. You further agree that you will cooperate with and assist us in connection with our investigation of any affected Product(s) and undertake such corrective action as is in the best interests of public safety.

**8. Revisions to, or Withdrawal of, Requirements.** You acknowledge and agree that if a revision to an applicable Requirement is adopted, or if an applicable Requirement is withdrawn, during the term of the Service Agreement, we shall, in our sole discretion, determine the date by which you must cease using the Mark or Certificate and shall notify you in writing, and as soon as is practicable, of such date. You unconditionally agree to comply with the terms of any such cancellation notice. If an applicable Requirement is revised, we may, in our sole discretion, permit you to continue to use the Mark and Certificate beyond the cancellation date if, and only if, all of the following conditions are met prior to such cancellation date: (a) you submit a revised Product sample to us for testing and examination; (b) we find the Product conforms to the revised Requirement; and (c) we make the appropriate amendment to the Test Report. In such event, you must pay any applicable testing and examination fees as though you were submitting your Product to us for the first time. If, on the other hand, your Product does not conform to any new or revised Requirement, or if the Requirement is withdrawn entirely, you acknowledge and agree that you will lose any coverage for your Product, and must cease using the Mark and Certificate with respect to such Product, on the date of withdrawal.

**B. Factory Audit.**

**1. Audit Requirements.** The “Factory Audit” confirms the ongoing effective application of controls applied to the manufacturing processes as assessed during the Factory Production Control Assessment.

**2. Audit Report.** We will prepare a report of our observations and findings (“Factory Audit Report”) for each Manufacturer and provide this to the Applicant (and in case of findings

of non-compliance during the Factory Audit, this report will also be provided to the Manufacturer).

3. **Audit Frequency.** You acknowledge and agree that our representatives will make at least one yearly Factory Audit visit to the Manufacturer(s) where the Products, that are eligible for the Service are manufactured. If during the Factory Audit any non-compliance with Requirement(s) are found, the number of Factory Audit visits will increase according to the Factory Audit Report. We may, from time to time, select samples at such facilities, at any place of sale, or elsewhere, for examination and/or testing to determine whether the specific samples so examined and/or tested conform to applicable Requirements. The acquisition of such samples will be at your expense.
4. **Surveillance Product Testing.** On an annual basis, we will request products to be tested to applicable Requirements. Should you fail to submit the necessary samples within three months of notification, or if the audit product testing suggests noncompliance with Requirements, we reserve the right to suspend your Certification.
5. **Access to Facilities.** You acknowledge and agree that our representatives, as well as any third-party observers accompanying our representatives, shall have free, unannounced, immediate, safe, and secure access to the Manufacturer(s) and/or storage facilities where the Covered Product(s), or any components thereof, are fabricated, processed, finished, stored, and/or located, during normal business hours and/or when the Manufacturer or storage facilities are actually in operation. You agree to provide our representatives with all safety and other protections required by law for your own employees, including, without limitation, all local occupational safety and health rules and regulations. You shall not attempt to condition the right of our representatives and third-party observers to obtain free access to the Manufacturer, and/or storage facility 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 its representative. If our representative signs such an agreement, waiver, or release, it shall be considered void and shall be of no force and effect. We shall, however, direct our representatives to exercise reasonable care to comply with any plant safety regulations generally applicable to personnel at any such Manufacturer or storage facility.
6. **Access to Marks.** Consistent with paragraph 5 (Access to Facilities), above, you shall ensure that Manufacturer(s) will make all Marks, and the means of applying such Marks, available for inspection by our representatives at each Manufacturer at all reasonable times. If our representative's inspection discloses features that, in the sole opinion of our representative, does not conform to Requirements, the Manufacturer(s) must correct such items within a time period designated by us, remove the Marks from all Products that our representative identifies as non-conforming and discontinue use of the Certificate and Marks, or cease selling any such non-conforming Product(s) pending the outcome of any appeal to us. If any Manufacturer disagrees with our representative regarding whether a Product is eligible to bear the Mark, the Manufacturer(s) may hold the Product at the Manufacturer or storage facility pending an appeal to, and a decision by, us.
7. **Testing and Measuring Equipment at the Manufacturer.** You agree to maintain appropriate testing and measuring equipment at your facilities. You will ensure that the testing and measuring equipment is properly calibrated and maintain appropriate records of calibration for the equipment. You will make your calibration records and your testing

and measuring equipment available to our representative during a Factory Audit as appropriate for the applicable Products.

**C. Fees and Expenses**

1. **General.** All fees are to be paid in UK sterling or other currency as designated on our Quotation. We may increase any of our fees at any time by giving you notice in writing. If we increase our fees and you do not accept the increase, you may ask us to withdraw your Certification application or your authorization to use the Mark and Certificate. Such request for withdrawal must be provided to us in writing within 60 days following the date of our notice of fee increase.
2. **Product Evaluation Fees.** We will establish a fee for each Product Evaluation (including engineering, technical, and support personnel charges) and provide this fee in a Quotation to you. Unless we expressly agree in writing otherwise, we will bill Applicant for all Product Evaluation fees. The fee shall cover testing as well as the preparation of a Test Report. We require you to provide test samples when we request them. You will also be charged the full amount for any failure to comply with this and any abortive tests as a result. Any retesting of the Product (for example, following modification to correct nonconformities found during the initial testing) will result in additional fees that will be communicated to you before such retesting is conducted.
3. **Product Sample Disposition and Storage Fees.** Since the testing of samples commonly results in damage to them, in most instances we will not return them to you. After testing, we will dispose of the samples unless otherwise agreed with you. If we agree to return the samples to you, you can collect the samples at your own cost within two weeks of the date that we confirm testing is completed. If you require us to store the samples for a longer period, return the samples to you, or dispose of the samples in a particular way, we may charge you our reasonable costs for doing so.
4. **Factory Audit Fees.** Unless we expressly agree in writing otherwise, we will bill the Applicant for the Factory Audit at our then-current rates, which we may, in our sole discretion, and upon notice to the Applicant, change from time to time. Factory Audit charges may vary, depending upon the nature and extent of the necessary activities that we undertake, including any costs resulting from the failure of a Manufacturer to conform to Requirements or from insufficient production quality control procedures. If you wish to cancel an audit, you must provide a minimum of one month's notice. If you cancel an audit within one month of it being due to take place, we will invoice you for the full amount of the cancelled audit.
5. **Field Report Investigation Fees.** Unless we expressly agree in writing otherwise, we will bill Applicant at our then-current rates for any and all investigations and/or corrective actions necessitated by any unauthorized use of the Mark and/or by any failure of a Covered Product to conform to the description and specifications contained in the Test Report, the Requirements and/or the Certificate.
6. **Annual Fee.** We will bill the Applicant an annual fee for each Certificate issued at our then current rates.
7. **Expenses.** Unless we expressly agree in writing otherwise, we will bill Applicant for all reimbursable expenses associated with a Product Evaluation and/or any Factory Audit,

which may include, without limitation: travel expenses; carrier, communications, and special equipment charges; materials, energy, and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of Test Reports and other documents.

**D. Marks and Certificates**

1. **UL Contracting Party's Ownership.** You acknowledge and agree that UL Contracting Party or another UL Company owns or has rights to several Marks. You expressly agree that you shall not use UL Contracting Party's or any other UL Company's name, or any abbreviation, symbol, or Mark thereof, on, or in connection with, your Products, containers, or packaging, unless and until expressly authorized by us, and then only in the form or manner specified by us in writing (e.g., you may not refer to a Product submitted for the Service as "pending"). You further agree that we may, but are not obligated to, notify any third party of any improper or unauthorized use of the Marks, or reference to UL Contracting Party or any other UL Company, by you.
2. **Form of Certificate and Mark.** The Certificate will bear the Mark and will provide details about the Covered Product. The Covered Product may also bear the Mark if so desired by the Applicant. Unless we expressly agree in writing otherwise, any Marks shall be in the form of separable, legible labels, as further defined on the Certificate, and not readily transferable from one Product to another.
3. **Ownership of Labels.** Notwithstanding the fact that we will not bear the manufacturing cost of labels or other means of applying the Marks, you agree that title to, and control of, labels, markers, or other means of marking, shall be vested solely in UL Contracting Party in perpetuity. Our representatives shall have the right, on demand, to acquire possession of any and all unused labels, markers, or other means of applying the Marks when, in the sole opinion of our representative, such action is warranted under the circumstances.
4. **Client's Use of Mark and Certificate.** You expressly agree and warrant that you are solely responsible for your use of any Mark and Certificate and that you will, through proper inspection, examination, testing, and/or otherwise, periodically confirm that any of your Covered Products have been, and are being, manufactured in conformity with the Requirements. You further agree that your use of the Mark or Certificate constitutes your declaration and representation that Covered Products bearing the Mark are covered by the Service and were manufactured in conformity with all applicable Requirements, including without limitation the description and details contained in the Test Report and Certificate. You further agree that your use of such a Mark or Certificate constitutes your declaration and representation that Covered Products are covered by the Service and have been manufactured in conformity with all applicable Requirements. If you provide copies of the Certificate, Test Report, or any other Certification documentation to others it shall be reproduced in its entirety.
5. **Misuse of UL Contracting Party's Name or Mark or Certificate.** You acknowledge and agree that the manufacture, sale, delivery, shipment, distribution, or promotion of any Covered Product utilizing a Mark or Certificate, or a description referring to UL Contracting Party or any other UL Company, could mislead third parties if such Product is not, in fact, covered by the Service and/or does not comply with Requirements or Test Report, and/or if the Marks and Certificates are used in any way other than as provided in the Service Agreement and in the applicable Test Report and Certificate. You acknowledge and agree

that any such use of the UL Contracting Party's, or any other UL Company's name, or Mark or Certificate would constitute a "misuse" under the terms of the Service Agreement. You expressly agree that any misuse of any UL Company's name or Mark or Certificate will subject you to both liability for breach of contract and to the remedies for such breach set forth in this Service Agreement.

6. **Bringing UL into Disrepute.** You agree that you will not do anything or omit to do anything which may bring the UL Companies into disrepute, and, if there are any details that you know about that may bring the UL Companies into disrepute, you will provide full details of them. This is a continuing obligation, and if you fail to comply with this clause, we reserve the right to terminate your Certification, without prejudice to any other right that it may have under this contract or at law.
7. **Use of UL Contracting Party's Name and Marks in Advertising and Promotional Materials.** Subject to the terms of the Service Agreement and as authorized in writing by us, we will permit you to make appropriate references to UL Contracting Party or another UL Company in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with Covered Products that bear the Mark; PROVIDED THAT, in our sole opinion, the following conditions are met: (a) the promotional or advertising material is in no way inconsistent with our findings and/or coverages; (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 our findings and coverages, and/or the Service; and (c) the promotional or advertising material does not in any manner state or imply that we are in any way (i) "endorsing" the Covered Product or (ii) "warranting" or "guaranteeing" any aspect of the Covered Product, its performance, and/or its "safety." Except for the Mark that is prescribed for use on the Covered Product and Certificate, no other Marks may be used in any advertising or promotional material related to a Covered Product, unless otherwise expressly authorized by in writing by us. Additional information concerning references to us can be found at [www.ul.com/marketing](http://www.ul.com/marketing).

**E. Termination.**

1. **Immediate Termination Events.** In the event that you default on any of your obligations under any Service Agreement with us, including, but not limited to, any misuse of the Mark or Certificate, as defined in paragraph D.5 (Misuse of UL Contracting Party's Name or Mark or Certificate) above, we may, in our sole discretion, immediately terminate or suspend Certification of any of your Covered Products related to such default, and any and all rights or authorities conferred upon you by virtue of the Parties' agreements, including any right to use any Marks on any product(s), without prejudice to any other rights or remedies that we may have.
2. **Termination Upon Non-Eligibility.** If, at any time and for any reason, any of your Covered Product(s) become ineligible for the Service, we shall immediately discontinue the Service on such ineligible Product(s) and shall terminate your rights and authorities under the Service Agreement with respect to such Product(s), pursuant to a termination notice.

3. **Payment of outstanding amounts.** All amounts payable to us under this Service Agreement will become due and payable immediately upon termination of the Certification for whatever reason.
4. **UL Contracting Party's Actions Upon Termination.** Upon any termination of the Service Agreement, we may, among other things, (a) discontinue any Service on any of your Product(s), and/or (b) take physical possession of any unused Marks, which, in our judgment, were issued to you for use in connection with any Product(s) related to the termination. You expressly agree that, on or before the cancellation date, you will cease using any Marks on, or in connection with, any Covered Product(s) addressed in the cancellation notice, including any use of any Marks, or any reference to UL Contracting Party or another UL Company, in the marketing, promotion, and/or advertising of such Product(s).

**E. Use of UKAS Symbol.**

The appropriate UKAS symbol may only be used on the certification documentation by the Client in connection with your Certification. UL will provide you with the relevant UKAS symbol upon granting Certification. You can use this symbol on stationery and publicity material or other items relevant to your Certification. The UKAS symbol shall always be used in conjunction with the Mark. The use of the UKAS symbol and Mark shall be subject to audit to ensure it is used correctly.