EX UK SERVICE TERMS

These Service Terms shall govern ""the Equipment and Protective Systems Intended for Use in Potentially Explosive Atmospheres Regulations 2016" SI 2016 No. 1107. Ex UK Services provided by the UL Contracting Party utilizing its affiliate, UL International (UK) Ltd which is an Approved Body (AB or ExAB) under the Regulation (SI 2016 No. 1107) on the harmonisation of the laws of the United Kingdom relating to equipment and protective systems intended for use in potentially explosive atmospheres, ("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 (the "GSA") are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for the Ex UK 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.

These Service Terms govern Client's relationship with us as: (a) an "Applicant," who submits devices, equipment, materials, or systems ("Product[s]") to us for an Ex UK Services; and the eligibility of such Product(s) for the Certificate; and/or (b) a "Manufacturer," who carries out control in such stages of the manufacture, assessment, inspection, verification, handling, testing and storage of a Product and has responsibility for continued compliance of the Product with the Ex UK Services; and/or (c) a "Production Site", that serves as the location at which the Product covered by Certificate, is produced or assembled and covered by the Regulation Requirements.

Ex UK Services will only be established or maintained for the Applicant and Manufacturer that have entered into, and comply with, the terms of all applicable agreements with us.

Based on type testing of the Product submitted, we will evaluate your Products in accordance with the applicable technical requirements, and according to applicable requirements of the Ex Regulation. The Services requested by you for specific projects shall be set out in individual Application, Quotations or Project Confirmations.

The Ex UK Services are defined according to the different Annexes to the ATEX Directive. We can provide the following services according to the Annexes in the ATEX Directive:

UK -TYPE (Equivalent to EU-Type examinations described in Annex III, Module B). For this Service, an UK-Type Examination Certificate may be issued. We will only issue this Certificate if a product meets the specific requirements described in Annex III. For this Service, you will put a unique certification number, assigned by us, on the label.

UKQAN (Equivalent to Production Quality Assurance described in Annex IV, Module D). For this Service, a UK Production Quality Assurance Notification (the "Notification") with an expiration date may be issued to you by us. This Notification serves as notice to you that your specific facility that we assessed and audited complies with the requirements of Annex IV. You shall include on a product label, the Approved Body number 0843 to show that your product was manufactured at this specific facility which was assessed and audited by us. Your manufacturing premises will be subject to on-going surveillance audits by us in order to keep the Notification valid.

UKQAN (Equivalent to Product Quality Assurance described in Annex VII, Module E). For this Service, a Notification with an expiration date may be issued to you by us. This Notification serves as notice to you that your specific facility that was assessed and audited by us complies with the requirements of Annex VII. You shall include on a product label the Approved Body number 0843 to show that your product was manufactured at this specific facility which was assessed and audited by us. Your manufacturing premises will be subject to on-going surveillance audits by us in order to keep the Notification valid.

Unit Verifications (Equivalent to that described in Annex IX, Module G). For this Service, a Certificate of Conformity may be issued by us that specific units of product comply with the requirements of Annex IX. We will only issue this Certificate if a product meets the specific requirements described in Annex IX. For this Service, you shall put a unique certification number, assigned by us, on the label. You shall also include on the product label the Approved Body number 0843.

Storage of the dossier (Equivalent to that provided for in Annex VIII, par. 3 (as required by Article 8, 1. (b)(ii)). For this Service, we will issue a letter acknowledging receipt of the dossier and retain it. The dossier you submit to us shall be sealed and will be retained as such. No assessment of the dossier will be performed.

Outside of its status as an ExAB, we can also issue voluntary Type Examination Certificates for Category 2 and 3 for non-electrical equipment and category 3 for electrical equipment according to the Regulation.

You agree that any marking or Approved Body number will be applied by you according to the UKCA Regulations.

You may order Services together as a package. You may also buy Services individually.

By accepting the Service Agreement the Manufacturer also declares that the same product has not lodged with another Approved Body. The Ex UK certification services mentioned in these Service Terms are based on EU legislation and UK Regulations. Certain product categories may not require third party certification in accordance with the Directive 2014/34/EU or SI 2016 No. 1107.

2. Eligibility of Your Facility for a Production Quality Assurance Notification or Product Quality Assurance Notification.

2.1 When such conformity assessment procedures were chosen by the Manufacturer, each of the facilities manufacturing Category 1 products or Category 2 electrical products according to the ATEX Directive / SI 2016 No. 1107 shall be assessed and periodically re-assessed by a party designated as an Approved Body, to establish and verify conformance of that facility with generally accepted manufacturing practices as required by the relevant Annexes in the ATEX Directive. The frequency of such re-assessments shall be determined by the issuing AB.

2.2 The manufacturer shall, for the period defined in the ATEX Directive / SI 2016 No. 1107, develop and retain the documentation, information, decisions, reports and other types of records as required by the applicable harmonized standard(s) and Annexes IV and VII of ATEX Directive / SI 2016 No. 1107.

2.3 At all times with short-notice, during business hours or when your assessed facility is in operation, our representative(s) shall have free and immediate access to the facility for the purposes of observing testing, and verifying compliance of the facility with the ATEX Directive / SI 2016 No. 1107, investigating complaints, changes or follow up on suspension.

2.4 The right of our representative(s) to obtain such free access to your facility shall not be conditioned upon the execution of any agreement, waiver, or release which in any way purports to affect the rights or obligations of us or any our representative, and any such document executed in contravention of this provision shall be without force and effect. We shall direct our representatives to exercise due care in complying with any safety regulations which may be applicable generally to your employees or property.

2.5 Additionally, representatives of any Accreditation Body/Authorities shall have free access to the factory location to monitor UL's representatives conducting quality audits at the factory. Such access by our representatives, or any representatives of Accreditation Body/Authorities, shall not be conditioned upon execution of any agreement, waiver, or release which in any way purports to limit the rights or obligation of any of our representatives, or the representatives of Accreditation Body/Authorities; and any such document executed in contravention of this provision shall be without force and effect.

3. Eligibility of a Product for an UK-Type Examination Certificate or Certificate of Conformity.

3.1 A product investigation involves the performance of type testing and assessment of product construction to determine compliance with applicable technical requirements of standards as described in Annexes III or IX. You agree to supply to us all information and samples needed according to Annexes III or IX for testing and assessment of product(s). When such conformity assessment procedures were chosen by the Manufacturer, after, or in parallel with, sample testing and assessment of the product construction, a quality assessment of the production site may also be performed. The quality assessment will assess your quality process and management process. An UK-Type Examination Certificate makes a statement which is true on the day of issue and refers to compliance of the design of the equipment as specified by the certificate.

3.2 The issuance of the confidential test report is subject to testing and assessment of the product according to the applicable technical requirements such as the UK Designated Standards.

3.3 The Manufacturer is responsible for keeping the certification updated based on guidance from the UK Government and advice from us. For further details about the Manufacturer's responsibility, please refer to the standards harmonized with the ATEX Directive and / SI 2016 No. 1107, ATEX and Ex UK Guidelines,

Consideration Papers by the Committee on equipment and protective systems intended for use in potentially explosive atmospheres and the ExNB/AB Group Clarification Sheets noted by the Committee on equipment and protective systems intended for use in potentially explosive atmospheres.

3.4 The endorsement and issuance of the UK-Type Examination Certificate is subject to verification of a valid supporting product evaluation in accordance with Annex III of ATEX Directive / SI 2016 No. 1107.

3.5 The endorsement and issuance of the Certificate of Conformity is subject to verification of a valid supporting product evaluation in accordance with Annex IX of ATEX Directive / SI 2016 No. 1107.

3.6 As an AB, we will provide the necessary information about certifications to the national authority or other AB upon request. We will normally inform the Manufacturer when this takes place.

4. Eligibility of a Product for a Type Examination Certificate.

4.1 A product investigation involves the performance of type testing and assessment of product construction to determine compliance with applicable technical requirements as described in harmonized standards. You agree to supply all information and samples needed according to Annex II and other applicable parts of the ATEX Directive for testing and assessment of product(s). A Type Examination Certificate makes a statement which is true on the day of issue and refers to compliance of the design of the equipment as specified by the certificate.

4.2 The issuance of the confidential test report is subject to testing and assessment of the product according to the applicable standards harmonized under SI 2016 No. 1107

4.3 You are responsible for keeping your technical documentation updated based on guidance from the UK Government. For further details about the Manufacturer's responsibility, please refer to the standards harmonized with the ATEX Directive and / SI 2016 No. 1107, ATEX and Ex UK Guidelines, Consideration Papers by the Committee on equipment and protective systems intended for use in potentially explosive atmospheres and the ExNB/AB Group Clarification Sheets noted by the Committee on equipment and protective systems intended for use in potentially explosive atmospheres.

4.4 The endorsement and issuance of the Type Examination Certificate is subject to verification of a valid supporting product evaluation in accordance with applicable harmonized standards.

4.5 We will provide the necessary information about certifications to the UK Government and other relevant national Authorities on request and will normally inform the Manufacturer when this takes place.

5. Cost of Investigation.

5.1 The Quotation or Project Confirmation will establish the price for the Services. The price set forth in the Quotation or Project Confirmation will depend upon the type and scope of the Service(s) requested. The Quotation or Project Confirmation is subject to change at our discretion, and upon reasonable notice to you, due to any additional project specific requirements or scope changes.

5.2 Product Quality Assurance Notification and Production Quality Assurance Notification fees. Unless we expressly agree in writing otherwise, we will bill the Applicant for Quality Assurance Notification Services at our then-current rates, which we may, in our sole discretion, and upon notice to the Applicant, change from time to time. Charges for Quality Assurance Notification Services may vary, depending upon e.g. the size of the manufacturing facility, number of protection methods involved and whether ISO 9001 registration is maintained.

5.3 Fees and expenses incurred by us shall be charged at the current billing rates. These expenses 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 reports and other documents. Fees and expenses incurred by us shall be charged at the current billing rates. You shall pay all invoices in accordance with the terms of the GSA.

6. Compliance with the requirements in the standards, ATEX Directive and/or SI 2016 No. 1107.

6.1 If your product and/or facility are found to be in compliance with all applicable standards and/or other applicable requirements, an appropriate Certificate or Notification will be issued by us. You agree that the products and/or facilities for which the certificate and/or Notification has been issued will comply with the applicable standards and the requirements in the ATEX Directive / SI 2016 No. 1107, at all times.

6.2 You agree that the Certificate or Notification mentioned above shall not be used in any form of advertising or sales promotion.

NOTE: This requirement does not preclude the holder of an UK-Type Examination Certificate; Type Examination Certificate; Quality Assurance Notification; or Certificate of Conformity; from making reference to the existence of that document in business correspondence related to equipment for which a Certificate and/or Notification has been issued as appropriate.

6.3 You shall promptly notify us of any changes in the product construction, quality program, facilities, equipment, personnel and procedures according to applicable requirements in the ATEX Directive / SI 2016 No. 1107. You must inform us when you stop marketing the product certified.

6.4 You shall inform us of any complaints received that may affect the certification, and in case of non-compliance, to take necessary corrective actions including recall.

6.5 If, in our sole opinion, you obstruct our representatives in any way, according to rules in SI 2016 No. 1107 we reserve the right to withdraw the UK-Type Examination Certificate, Type Examination Certificate, Quality Assurance Notification, or Certificate of Conformity. Upon withdrawal of the Quality Assurance Notification, you must discontinue your use of all advertising that contains reference to this Notification.

6.6 We shall suspend certification in cases when:

- your certified quality management system has persistently or seriously failed to meet the "ATEX" / Ex quality system requirements, including requirements for the effectiveness of the management system,
- after you have been certified you do not allow surveillance or recertification audits to be conducted at the required frequencies, or
- after you have been certified you voluntarily request a suspension.

Under suspension, your Quality Assurance Notification is temporarily invalid and you will refrain from further promotion of the Quality Assurance Notification.

7 Complaint.

7.1 Any person may lodge a complaint (the "Complainant") regarding our auditors, services or against a Client certified by us. All complaints received orally or in writing shall be investigated by us. If a complaint is communicated orally, the Complainant will be encouraged to submit a documented complaint to us. If the Complainant wants a formal response from us regarding their complaint, the Complainant should submit their request for a formal response in writing to us. Complaints that are not submitted formally in writing to us by the Complainant do not require a formal response from us.

7.2 A complaint about you will only be handled by us if the complaint was submitted by the Complainant to you beforehand. In this way you have the opportunity to solve any problems by yourself.

7.3 All complaints about you received by us are generally acknowledged by us within forty-eight (48) hours of submittal to us by the Complainant. We will communicate the results of the investigation and issue resolution to you via telephone or e-mail.

7.4 When the complaint is about a Client certified by us, we shall determine, together with the Client and the Complainant whether and, if so to what extent, the subject of the complaint and its resolution shall be made public.

7.5 If the Complainant is not satisfied with the results of the investigation and our corrective/preventive actions, we shall inform the Complainant of their right to make their complaint to a higher-management level within our organization.

8 Appeals. If a Client is denied one of the Services mentioned under Scope of Service or a Client has its Certificate or Notification suspended or cancelled by us, the Client may appeal this decision to the UK Secretary of State within four (4) weeks after receiving such denial of Services from us.

9 Use of Name or Marks. An "ATEX" / Ex investigation shall not result in us issuing to you a product safety certification or any authorization to you to use the UL Contracting Party's, UL International (UK) Ltd, or any other UL Company's name or Marks. The letters "UL" can only be used when explicitly required to meet the marking requirements of the Regulation and the relevant standards. Unless additionally evaluated and explicitly authorized by us, you shall not use the UL Contracting Party's, UL International (UK) Ltd, or any other UL Company's, name, abbreviation, or symbols, or any other form of reference which may be interpreted to refer to the UL Contracting Party, UL International (UK) Ltd, or any other UL Company, on any goods or your containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.