

MEASURING INSTRUMENTS DIRECTIVE NOTIFIED BODY SERVICES SERVICE TERMS

These Service Terms shall govern Notified Body (NB) Services for the European Union Measuring Instruments Directive (MID) provided by the UL Contracting Party (as identified in the Quotation or Project Confirmation) utilizing its subsidiary UL International Demko A/S (“UL Demko”), a Notified Body, (“we”, “our” or “us” as the context requires); and set out the responsibilities and obligations of the Client (“you” and “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 the Parties’ each Service Agreement entered into by the Parties for the MID 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.

The MID consists of a range of annexes, specifying different types of measuring instruments (Annex III (MI-001) to Annex XII (MI-010)). Each annex specifies the conformity assessment procedures that can be used to show compliance with the MID. For active electrical energy meters annex Annex V (MI-003) applies. We will undertake Notified Body designation, to assess your products for compliance with the Measuring Instruments Directive (2014/32/EU), as incorporated into applicable national law, and any applicable laws, regulations and standards (“Applicable Standards”), as may be requested by your 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”). We can provide the following services according to the Annexes in the MID:

EU-Type Examinations described in MID Annex II, module B, of active electrical energy meters (MI-003), Annex V. For this Service, an EU-Type Examination Certificate may be issued. This Certificate will only be issued if a product meets the specific requirements described in Annex II, module B, relevant requirements of Annex I and specific requirements of Annex V.

Conformity to Type based on Quality Assurance of the Production Process described in MID Annex II, module D, of active electrical energy meter (MI-003), Annex V. For this Service, a Production Quality Assurance Certificate (the “Certificate”) with an expiration date may be issued to you by us. This Certificate serves as notice to you that your specific facility that we assessed and audited complies with the requirements of MID Annex II, module D. You shall include on the product label, the NB number 0539 to show that your product was manufactured at this specific facility, which was audited by us. Your manufacturing premises will be subject to on-going surveillance audit by us in order to keep the Certificate valid.

You agree that any marking or NB number will be applied by you according to the MID.

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

2. Eligibility of a Product for an EU-Type Examination Certificate.

- 2.1. A product investigation involves the performance of type testing and assessment of product construction to determine compliance with applicable MID requirements incl. technical requirements of European harmonized standards. You agree to supply all information, test data and samples needed upon request.
- 2.2. The endorsement and issuance of the EU-Type Examination Certificate is subject to verification of a valid supporting product evaluation in accordance with Annex V (MI-003) of MID.
- 2.3. As an MID Notified Body (MID NB), we will provide the necessary information about certifications to the European Commission, national authority or other MID NBs upon request. We will normally inform the manufacturer when this takes place.

3. Eligibility of Your Facility for a Production Quality Assurance Certificate

- 3.1 When such conformity assessment procedure was chosen by the Manufacturer, each of the facilities manufacturing products according to the MID shall be assessed and periodically re-assessed by us, to establish and verify conformance of the product with the relevant technical requirements and the manufacturing facility with the generally accepted manufacturing practices as required by the relevant Annex in the MID. The frequency of such re-assessments shall be determined by the issuing MID NB.
- 3.2 The manufacturer shall develop and retain the documentation information, decisions, reports and other types of records as required by the applicable harmonized standard(s) and relevant clauses of Annex II, module D of MID.
- 3.3 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 or, where needed, warehouse for the purposes of observing taking samples, observing testing, conducting testing and/or verifying compliance of the facility with the MID, investigating complaints, changes or follow up on suspension.
- 3.4 The right of the 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.
- 3.5 Additionally, representatives of any Accreditation Body/Authorities shall have free access to the factory location to monitor UL's representatives conducting conformity assessment activities 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.

4. Cost of Investigation.

- 4.1 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, upon reasonable notice to you, due to any additional project specific requirements or scope changes.
- 4.2 Production Quality Assurance Certificate fees. Unless we expressly agree in writing otherwise, we will bill the Applicant for Quality Assurance Certificate 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 Certificate Services may vary, depending upon e.g. the size of the manufacturing facility, number of EU-Type Examination Certificates involved and whether ISO 9001 registration is maintained.
- 4.3 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.

5. Compliance with the requirements in the standards and/or MID.

- 5.1 If your product is found to be in compliance with all Applicable Standards and/or other applicable requirements, an appropriate Certificate will be issued by us. You agree that the products for which the certificate has been issued will comply with the Applicable Standards and the requirements in the MID, at all times.
- 5.2 You agree that the Certificate mentioned above shall not be used in any form of advertising or sales promotion. **NOTE:** This requirement does not preclude the holder of an EU-Type Examination Certificate or Production Quality Assurance Certificate from making reference to the existence of that document in business correspondence related to equipment for which a Certificate has been issued as appropriate.
- 5.3 You shall promptly notify us of any changes in the product construction according to applicable requirements in the MID. You must inform us when you stop marketing the product certified.
- 5.4 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.
- 5.5 The EU-Type Examination Certificate is valid for ten (10) years from the date of issue, but will be withdrawn by us earlier if:
- (i) The Service Agreement terminates for any reason;
 - (ii) The product is modified without notification to us;
 - (iii) The EU-Type Examination Certificate is used contrary to the terms of the Service Agreement; we withdraw permission to use the EU-Type Examination Certificate for any other reason;
 - (iv) All fees and expenses are not paid when due, or
 - (v) If based on the request from you.

5.6 We reserve the right to withdraw the EU-Type Examination Certificate or Production Quality Assurance Certificate if, in our sole opinion you obstruct in any way according to rules in the MID or other relevant requirements.

6. Complaint.

6.1 Any person may lodge a complaint (the “Complainant”) regarding our services or a Client certified by us. All complaints received orally or in writing shall be investigated. If a complaint is communicated orally, the Complainant will be encouraged to submit a documented complaint. 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.

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

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

6.4 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.

6.5 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.

7. Appeals. If you are denied one of the Services mentioned under Scope of Service or get your Certificate suspended or cancelled, you may appeal this decision to the Danish Safety Technology Authority (*Sikkerhedsstyrelsen*) within four (4) weeks after receiving such denial of Services.

8. Use of Name or Marks. An MID investigation shall not result in us issuing a product safety certification or any authorization to use our Name or Marks. Unless additionally evaluated and explicitly authorized by us, you shall not use our, or any other UL Company’s, name, abbreviation, or symbols, or any other form of reference which may be interpreted to refer to us, or any other UL Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.

You agree that we shall retain the right to control the display or otherwise use of 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 us upon termination of the Service Agreement, or when such action is warranted in the judgment of our representative.

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 including implementing appropriate changes.

You agree that your use of the Certificate constitutes your declaration that we have assessed your product in accordance with the applicable laws, regulations and standards, and that the products covered by the Certificate are in accordance with the applicable requirements.

You agree that the promotion of your product utilizing our name or 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.