

## ENEC SERVICES SERVICE TERMS

These Service Terms shall govern European Norms Electrical Certification Services (“ENEC Services”) performed by UL Contracting Party (as identified in the Quotation or Project Confirmation), utilizing its subsidiary UL International Demko A/S (“UL Demko”) a European Norms Electrical Certification (“ENEC”) Certification Body, a participating member of the ENEC Scheme under which UL Demko is permitted to authorize application of the ENEC Mark, (“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 ENEC 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.** Based on type testing of the product submitted, we will evaluate your products in accordance with the applicable technical requirements and according to the ENEC requirements as described below, and issue a certificate (“ENEC License”) if the results of testing your sample of the product submitted is in accordance with the ENEC requirements and relevant specific standard/s. The ENEC License grants you the right to display the ENEC and ENEC + Mark according to the terms of the Service Agreement. The ENEC Mark is evaluated according to applicable technical requirements (European or “EN” standards) for electrical safety while the ENEC+ (currently only applicable for LED products) is evaluated according to applicable performance standard/s. The ENEC Services you request from us for specific projects, shall be set out in individual Quotations or Project Confirmations.
2. **Eligibility of a Product for ENEC License.**
  - 2.1 You shall be eligible to receive an ENEC License and associated test report from us if your product is found to comply with the standards and rules of the ENEC Scheme. Only products already bearing the ENEC Mark are eligible to apply for the ENEC+ Mark.
  - 2.2 You are the License Holder and are the responsible manufacturer for the products(s) for which you have received the ENEC License. If the License Holder is not the original responsible manufacturer, the License Holder is responsible for ensuring that the manufacturer complies with the requirements of the ENEC License.
  - 2.3 A product investigation involves the conducting of tests and the examination of product construction to determine compliance with applicable technical requirements (EN standards/performance requirements or other relevant standards that may apply). You agree to supply all information needed for evaluation of your product(s).

The issuance of the ENEC License is subject to:

- (i) investigation of the product according to the applicable technical requirements (EN standards/performance requirements and other relevant standards that may apply);
- (ii) the product’s compliance with the applicable technical requirements;

- (iii) the manufacturer's compliance with the current requirements of the ENEC Scheme, which may be revised from time to time;
- (iv) the production site(s) yearly compliance with the Common Interest Group ("CIG") factory inspection requirements;
- (v) The ENEC Mark Annual Fee is paid;
- (vi) the production site(s) having a quality system in compliance with the requirements of the ENEC Scheme;
- (vii) yearly retesting of the product type tested; and
- (viii) Non-certified components, included in the product and accepted on the basis of an additional examination, shall be separately re-examined, unless such an examination has been made within the last three (3) years.

**3. Cost of Investigation.** The Quotation will establish the price for ENEC Services. The price will depend upon the type of product and the test requirements. Any Quotation or Project Confirmation is subject to change at UL Contracting Party's discretion, upon reasonable notice to the Client, due to any additional project specific requirements or scope changes.

**4. Compliance with the ENEC Requirements.**

- 4.1 The ENEC License enables you to affix the ENEC Mark and/or ENEC+ Mark on the product. You agree that the products for which the ENEC License has been issued will comply with the applicable technical requirements, together with the requirements of the ENEC Scheme, at all times including implementing appropriate changes.
- 4.2 The License Holder is entitled to use the ENEC Mark and/or ENEC+ Mark on the product and to make reference to its product certification in communication media such as documents, brochures, or advertising, as long as it is not in conflict with the result of the evaluation of the product.
- 4.3 The License Holder shall promptly notify us of any changes in the product construction and manufacturing process, which may be material to the issuance of the ENEC License and associated test report.
- 4.4 The ENEC License entitles the product to carry the ENEC Mark and or the ENEC+ Mark in the following forms:



The size of the mark may be reduced or enlarged on the conditions that it remains readable and that the proportions of width/height are kept. The use of dark text

for the ENEC Mark on light backgrounds and light text on dark backgrounds is permitted.

- 4.5 When putting the product on the European market, the manufacturer's name, trademark or mark of origin must be affixed in a clearly visible location and position on the product, on the package and in the user manual. It can be affixed by label or directly imprinted.

The License holder shall comply with the following special conditions:

- (i) to use the ENEC Mark and ENEC+ Mark only for the product for which it was awarded;
  - (ii) not to use the product certification in such a manner as to bring the UL Contracting Party, UL Demko, or any other UL Company, into disrepute and not make any statement regarding the product certification which may be misleading or unauthorized;
  - (iii) not to transfer or assign rights for use of the ENEC Mark or ENEC+ Mark to third parties;
  - (iv) to affix the ENEC Mark and ENEC+ Mark on the product;
  - (v) to ensure continuously that the product is identical to the original certified product;
  - (vi) to ensure access to manufacturers' production sites at all times so that factory inspections may be carried out for the purpose of checking production facilities and plants, or to ensure access by scheme auditors from accreditation bodies in order for them to monitor inspectors conducting inspections at the factory;
  - (vii) to allow us to select samples for retesting, where necessary; and
  - (viii) to inform us of any complaints received that may affect the certification and in case of non-compliance to take on necessary corrective actions, including recall. License Holder must keep records of these actions.
- 3.6 The ENEC License is valid for as long as the technical requirements used for testing are valid and the License holder fulfils the requirements of the ENEC Terms but will be withdrawn earlier if:
- (i) the Service Agreement terminates for any reason;
  - (ii) production of the certified product ceases, or the product is modified without notifying us;
  - (iii) the ENEC License or Mark is used contrary to these Service Terms;

- (iv) permission to use the ENEC Mark and/or ENEC+ Mark is withdrawn for any other reason including subsequent changes in the actual relevant safety regulations, safety testing requirements and/or performance requirements;
- (v) the production site does not fulfill the requirements of the CIG inspections;
- (vi) the production site does not fulfil the quality requirements of the ENEC Scheme;
- (vii) our representative is not permitted access to the production site(s) for which the ENEC certification is authorized;
- (viii) our representative is not permitted to collect samples for retesting at the production site; or
- (ix) based on the request from the License Holder.

4.7 We reserve the right to withdraw the ENEC License if, in our sole opinion the License Holder obstructs in any way the aim or operation of the ENEC Scheme, fails to take action regarding misuse of ENEC Licenses or otherwise violates the ENEC Services Service Terms.

4.8 Upon suspension, withdrawal, or termination of certification the use of all advertising matter that contains any reference to the certification must be discontinued. For termination of certification the certification documents must be returned to us.

5. Use of UL Contracting Party, UL Demko, or any other UL Company's name and the ENEC Marks in advertising and promotional materials is subject to the requirements of the ENEC Scheme. We will permit you to make appropriate references to us, only as authorized in writing by us, in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with covered products that bear the ENEC Marks; PROVIDED THAT, in our opinion, the following conditions are met: (a) the promotional or advertising material is in no way inconsistent with our findings and/or coverage; (b) the reference to UL Contracting Party, UL Demko, or any other UL Company is not intended to and does not create a misleading impression as to the nature of our findings, our coverage, and/or the ENEC License or ENEC Marks; and (c) the promotional or advertising material does not in any manner state or imply that we are in any way (i) "endorsing" or "certifying" the product; or (ii) "warranting" or "guaranteeing" any aspect of the product, its performance, and/or its "safety." Except for the ENEC Marks that is/are prescribed for use on the ENEC License, no other Marks may be used in any advertising or promotional material related to a covered product, unless otherwise expressly authorized by us in writing.