

Party No.:	_____
Agreement No.:	_____
Processor ID No.:	_____
(For Internal Use Only)	

## FIELD EVALUATION AGREEMENT FOR GAS FIRED APPLIANCES & EQUIPMENT, CANADA

**THIS AGREEMENT** is made at Toronto, Ontario as of \_\_\_\_\_ by and between **Underwriters Laboratories of Canada Inc. ("ULC")** located at 7 Underwriters Road, Toronto Ontario M1R 3B4 and **CustomerName, AddressCITY\_Info ("Client")** for the Field Evaluation ("Field Evaluation") of products and, if eligible, application of a ULC Field Evaluation Label by ULC.

The Client intends to apply to ULC for Field Evaluation Services ("Services") for Gas Safety Evaluation based on Canadian code requirements for Canada, for certain Commercial gas-fired appliance or equipment installed at or to be installed at designated locations ("Specified Product(s)"). Upon receipt of a request for quote ("request for Services") from Client that provides the scope of the evaluation to be performed, including location, ULC will provide the Services, subject to all the terms and conditions contained in this Agreement.

Therefore, in consideration of their mutual undertakings and promises set forth in this Agreement, the parties agree as follows:

### 1.0 Scope.

1.1 This Agreement shall apply to all requests for Services made by the Client to ULC. The quotation and accompanying information, as accepted by the customer, covers the scope of the desired inspection services.

1.2 The decision to apply the ULC Field Evaluation Label to the Specified Product shall be made solely by ULC in the exercise of its sound engineering judgment. ULC reserves the right to refuse to investigate or cancel the Field Evaluation of any Specified Product if it poses a safety concern or hazard to its employees or property. In such cases ULC will provide a report that indicates the deficiencies and/or limitations.

1.3 The Services will be performed on the Specified Product(s) in the particular location as noted on the report by referencing LSD or GPS coordinates ("Specified Location"). Client acknowledges that the Specified Product(s) have been installed at the Specified Locations. Client agrees to disclose to ULC any characteristic or feature pertaining to the construction, installation, and/or use of the Specified Products that Client knows or should have known was contrary to ULC's existing requirements.

1.4 Client acknowledges that ULC's determination as to the acceptability of the Specified Products is based on the evaluation to the applicable sections as specified in the B149.3 (Gas Code) at the time of the investigation to the extent that the installation permits the Specified Products to be evaluated ("UL Requirements"). ULC shall not assume any responsibility for conformance of the Specified Products if: (a) the Specified Product has been moved from the Specified Location where it was inspected by ULC; or (b) the Specified Product is modified or altered in any way after ULC has applied a ULC Field Evaluation Label.

1.5 All fees associated with each Field Evaluation shall be paid regardless of whether the product evaluation results in the product being approved and eligible for a ULC Field Evaluation Label.

### 2.0 Client's Acknowledgements.

2.1 Client represents and warrants that all the information and data provided to ULC by Client or on its behalf is complete and accurate and that ULC may rely upon such information when testing, evaluating, investigating, and establishing that Client's Specified Products are eligible to bear a ULC Field Evaluation Label.

2.2 Client recognizes that each Field Evaluation is unique and that the timing of each investigation will vary depending upon the particular evaluation and the findings. ULC agrees to assign only qualified Gas Field Evaluation Inspectors based on the Gas Field Evaluation Body compliance matrix. Client agrees that ULC, its trustees, affiliates, members, officers, employees, subcontractors, and agents shall have no obligation or liability for any damages, including consequential damages, or for specific performance arising from ULC's performance, non-performance, or delay in performance under this Agreement.

2.3 Client recognizes that ULC's opinions and findings represent its judgment given with due consideration to the necessary limitations of practical operation in accordance with ULC's objects and purposes.

2.4 ULC does not assume or accept responsibility or liability for any economic loss, personal injury, death, or property damage to Client's business, personnel, or property in connection with any tests performed at any location by any persons, including without limitation, personnel of ULC, Client or any third party. Under no circumstance will ULC's total liability under this Agreement exceed the fees paid for the specific Services related to the claim.

2.5 Client agrees to indemnify, defend and hold harmless ULC, and its affiliates and their trustees, members, officers, employees, agents, and subcontractors, against any third party claims, suits, losses, judgments, costs, fines, liabilities, or expenses, including attorneys' fees of counsel of ULC's choosing, arising from or related to any use by the Client of the ULC Field Evaluation Label or arising from any violation by the Client of the terms and conditions of this Agreement, unless due to ULC's sole negligence.

2.6 Client shall provide representatives of ULC as well as any third-party observers accompanying the representatives, free, safe, and secure access to the site to conduct the Services. Client shall ensure that Client and any third party will not attempt to condition the right of ULC's representatives to obtain free access to any site upon the signing of any agreement, waiver or release which in any way purports to affect the legal rights or obligations of ULC or its representative. If any representative of ULC signs such

an agreement, waiver, or release, it shall be considered void and will be of no force and effect. ULC will, however, direct its representatives to exercise reasonable care to comply with any site safety regulations provided to ULC in advance that are generally applicable to personnel at any such site. Client agrees to provide ULC's representatives and third-party observers with all applicable safety, and other, protections required by law for Client's own employees. ULC will, however, direct its representatives to exercise reasonable care to comply with any plant safety regulations generally applicable to personnel at any such location or facility. If the Client or end user site representatives require ULC's representatives to participate in additional training to permit site access, ULC may quote for additional fees.

2.7 Client acknowledges its willingness to support ULC's public safety mission and that ULC is entitled to receive information received, developed or collected by Client regarding the performance of a Field Evaluated Product bearing an Inspection Label. Accordingly, Client will promptly notify ULC in writing: (i) when Client notifies a relevant governmental agency of potential field hazards; or (ii) when the Client has found or has received a report that the covered Field Evaluated Product could create a substantial or potential hazard to users. Client agrees to make available to ULC for inspection and copying all documents and other information related to the above, keep a record of all complaints made known to the Client relating to the covered Field Evaluated Product in compliance with UL Requirements and to make these records available to ULC when requested. Client agrees to take appropriate action to respond to such complaints and any noncompliance with UL Requirements and keep record of such actions. Client agrees that ULC may share such information with other UL Companies. Specifically, with respect to documents provided by Client to federal, provincial, local, or governmental agency, Client authorizes that agency to make those documents available to ULC for inspection and copying. Client agrees that it will cooperate with and assist ULC in connection with its investigation of any affected covered Field Evaluated Products and undertake such corrective action as is in the best interests of public safety as determined at ULC's sole discretion.

2.8 **Use of Information Communication Technologies.** Client acknowledges and agrees that UL Contracting Party may utilize information communication technologies including without limitation, drones, cameras, special glasses, mobile devices, and artificial intelligence (together, "ICT") in performing the Services. The ICT may be a partial or full replacement for an existing evaluation method (like the human eye) or as a new evaluation method. If UL Contracting Party notifies Client that ICT will be utilized for the Services, Client will be responsible for ensuring that all necessary information and approvals are in place so that the ICT can be utilized in a safe and compliant manner, including without limitation:

- (i) Acquiring any applicable legal and safety requirements (e.g., permits, local permissions).
- (ii) Coordinating and communicating with any third parties onsite about the use of the ICT and ensuring they do not to disrupt or interfere with the Services.
- (iii) Ensuring all legal and work site limitations associated with the use of the ICT are met. UL Contracting Party will employ commercially reasonable information, physical, cyber and data security measures in connection with its use of the ICT.

3.0 **Scheduling, Payment, and Pricing.** Any pricing and delivery schedules quoted for Services are estimates only, and may be subject to change by us upon prior notice, depending on the requirements of the specific project. Before ULC begins Services, it may require Client to make a deposit (to be credited against the total charges). Client will pay ULC's fees and related expenses promptly upon receipt of an invoice. Client will be responsible for all taxes, duties or imposts which may be levied by a governmental body ("Taxes") other than taxes measured by ULC's net income related to any Service. ULC may add such Taxes to its invoices and collect them from Client. Client will not deduct any wire or transfer fees or other offsets. ULC may charge interest at 1% per month (12% per year), or the maximum legal rate, whichever is less, on all outstanding balances, from the due date until paid in full. Client agrees to pay reasonable collection costs, including attorney's fees, if necessary, in the event of untimely payment or non-payment. If charges are not paid when due, ULC may deny or withdraw any Services to Client.

4.0 **Client acknowledgment.** Client acknowledges that the Specified Products subject to this Agreement are not covered by ULC Listing, Classification or Recognition Service ("ULC Service"). Client agrees that the manufacture, sale, delivery, shipment, distribution or promotion of any product bearing a ULC Field Evaluation Label, any other ULC registered certification mark, or any description referring to ULC would mislead the public if such product is not covered by ULC Service. Client agrees that breach of this Agreement could not adequately be compensated for in money damages and that a temporary injunction may be issued at ULC's request prohibiting Client from violating this Agreement or otherwise misusing ULC's Field Evaluation Labels. The parties agree that such a temporary injunction shall not affect ULC's right to compensatory or punitive damages for misuse of ULC certification marks or ULC's name, abbreviations or symbols and shall be in addition to, and not in lieu of, any other rights and remedies provided by this Agreement or law.

5.0 **References to ULC.** Client shall not use or refer to ULC or its affiliate's name, abbreviation, symbol or certification marks in connection with the promotion or advertising of any product or service without ULC's prior written permission. Client agrees that ULC may notify vendors, authorities having jurisdiction, potential users and others of any improper or unauthorized use of the ULC Field Evaluation Label or reference to ULC when, in ULC's opinion, necessary for public safety or the protection of ULC's certification marks.

6.0 **Confidential Information.** Each party acknowledges that in connection with the Services it may have access to or otherwise receive or observe confidential or proprietary information or materials of the other party ("Confidential Information"). Confidential Information includes: (a) business and marketing plans and financial information; (b) plans, designs, sketches, and prototypes for products and services; (c) engineering and technical information such as software, test processes and methodologies, data, and test equipment and fixtures; (d) trade secrets; and (e) information concerning the disclosing party's customers, business partners, or affiliates and their products or services. Confidential Information, however, does not include information or materials that are: (i) already known to the receiving party at the time of disclosure; (ii) publicly available or that become publicly available other than through the acts or omissions of the receiving party; or (iii) subsequently acquired by the receiving party from other sources not in violation of any confidentiality obligations. Each party agrees that it will not, in whole or in part, disclose, transfer, use, reverse engineer, or otherwise make available the disclosing party's Confidential Information, except as necessary by the UL Companies or their subcontractors to perform the Services. Each party agrees to treat all Confidential Information of the disclosing party with the same

degree of care it employs to protect its own Confidential Information and in no event less than a reasonable standard of care. We may disclose your Confidential Information: (i) to other UL Companies, agents and subcontractors in connection with performing the Services; (ii) when deemed in our discretion to be in the interest of public safety; (iii) when required to be produced pursuant to an order or command of any judicial, regulatory, or accreditation authority; or (iv) when required by any common law or statutory duty. Each party agrees at its expense to return or destroy, as instructed by the disclosing Party, all Confidential Information upon request from the disclosing party, except that one copy may be retained solely for recordkeeping or accreditation purposes. Each disclosing party retains exclusive ownership of all right, title and interest in its Confidential Information.

**7.0 Termination.** Either party may terminate this Agreement, with or without cause, at any time upon thirty (30) days prior written notice to the other party. Any termination notice shall specify the proposed termination date. The Field Evaluation Label so applied will be VOID effective any relocation or movement of the equipment from location as specified on the field evaluation report. Any notice to Client must be made by hand delivery, courier service, mail, electronic mail or facsimile at your principal place of business. Any notice to ULC or any other UL Company must be made by hand delivery, courier service, electronic mail, U.S. mail or facsimile c/o UL LLC, Attention: General Counsel, 333 Pfingsten Road, Northbrook, Illinois, 60062, U.S.A. Notices will be effective upon receipt. Termination of this Agreement will not affect the parties' obligations existing as of the date of termination, shall not relieve the Client of its indemnity obligations, or excuse Client from paying any charges owing to ULC.

**8.0 Waiver.** Any failure by a party to insist upon the performance of any provision of this Agreement shall not constitute a waiver of any rights under the Agreement or future performance of that provision.

**9.0 No Third Party Beneficiaries.** No provisions of this Agreement shall in any way inure to the benefit of any third party, including the public at large. The parties intend that no third party shall have any rights or cause of action under this Agreement.

**10.0 Governing Law and Dispute Resolution.** This Agreement shall be governed by the laws of Canada without reference to its choice of law principles. Any action related to the Agreement shall be filed in the federal or provincial court having jurisdiction in Ontario, Canada. The parties consent to the exercise of personal jurisdiction of that court and shall bear any costs, legal fees and expenses incurred in transferring actions filed elsewhere.

**11.0 Subcontracting.** The Client agrees that ULC may, in its sole discretion, subcontract evaluation or other services. All subcontractors shall meet ULC's current qualification requirements and comply with ULC's requirements for confidentiality, impartiality, conflicts of interest, and ethical standards.

**12.0 Export Control.** Client represents and warrants that it: (i) will not cause ULC or its affiliates to violate any export, trade or other economic sanction law; (ii) will promptly advise ULC if a project involves technology that is subject to any government controls, including, without limitation, U.S. export controls, and will promptly supply all information needed to comply with those controls; and (iii) will make payment to ULC for Services with funds obtained and through financial institutions and accounts in compliance with applicable laws concerning the prevention of money laundering, terrorist financing and other illicit activities, including, without limitation, those enforced by the United States.

**13.0 Corrective Action.** Client shall take corrective action as specified in the non-conformance report, as per ISO Guide 27, if the product/service/system is subsequently found to be non-conforming or to be hazardous. Client further agrees to notify ULC on any reported misuse of the inspection label(s) according to the requirements of ISO Guide 27.

*Note - for the purposes of this clause, replace the term "certification body" with "inspection body" in ISO Guide 27.*

**14.0 Specific Canadian Requirements on Bilingual Markings.** Canadian Federal and Provincial/Territorial statutes and regulations, such as the Consumer Packaging and Labeling Regulation, require the use of bilingual product markings for products sold in Canada. The bilingual requirements include the Safety, Warning & Caution markings as defined by the Code, Standard or ORD. It is the sole responsibility of the Client and Manufacturer, not ULC, to comply with the applicable Canadian Federal and Provincial/Territorial Marking Regulation(s) and Law(s) in both official languages.

**15.0 Dispute Resolution Concerning Standards Council of Canada Accreditation Criteria.** If any Client's dispute or disagreement regarding fulfillment of applicable Standards Council of Canada (SCC) accreditation criteria cannot be resolved, the Client's final level of appeal will be the SCC and its decision concerning fulfillment of accreditation criteria will be binding.

**16.0 Force Majeure.** Neither Party shall be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the Party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented and provided further, that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing delay. This provision shall not act to delay or defer the payment of any sums which may be due and owing.

**17.0 Entirety of the Agreement.** This constitutes the entire and complete agreement between the parties and supersedes any other communications, representations or agreements with respect to its subject matter. This Agreement may only be modified by a writing duly executed by authorized persons for both parties. Client cannot assign any of its rights or obligations under this Agreement without ULC's prior written consent. No preprinted additional or different terms or conditions on either party's purchase orders, invoices, sales or marketing materials, or other business documents shall apply to any investigation or transaction under this Agreement. Client represents and warrants that it is authorized to execute this Agreement; that its representative has read the Agreement and understands its terms; that each party has had access to legal counsel; and that each party intends to be legally bound by this Agreement.

WE AGREE TO THE TERMS AND CONDITIONS ON ALL PAGES OF THIS AGREEMENT AND WARRANT THAT NO ALTERATIONS OF ITS TEXT HAVE BEEN MADE WITHOUT ULC'S PRIOR WRITTEN CONSENT. THE UNDERSIGNED REPRESENTS AND WARRANTS THAT S/HE IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CLIENT.

**UNDERWRITERS LABORATORIES OF  
CANADA INC.**

By:

(Authorized Signatory)



Name: David Lefebvre

Title: Regional Director, Canada

**CustomerName**

*(Client's Full Legal Company Name)*

By:

\_\_\_\_\_  
(Client's Authorized Signatory)

Name: \_\_\_\_\_

Title: \_\_\_\_\_