

CIG Factory Inspection Service Terms

These Service Terms shall govern the CIG factory inspection performed by the UL Contracting Party (as identified in the Quotation or Project Confirmation utilizing its affiliate UL International Demko A/S (“UL Demko”) and set out your responsibilities and obligations as a Client (“you” or “your”) as the context requires). UL International Demko A/S is a participating member of the CIG Factory Inspection Scheme under which UL Demko is permitted to issue the CIG Factory Inspection Report. These Service Terms and the terms of the Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of the Service Agreement entered into by the Parties for UL Demko’s CIG Factory Inspection Services. 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.** UL Contracting Party - using its affiliate UL Demko - will conduct CIG factory inspections of your factory in accordance with the CIG Factory Inspection Procedures as defined by the European Testing Inspection Certification System’s (ETICS’) Operational Document CIG 21 available under <https://etics.org/> which cover all mandatory activities (defined in CIG 23) in the factory (or other location where the inspection is undertaken) such as namely (1) purchasing components and material control; (2) production control, monitoring and routine tests; (3) functional check of test and measuring equipment used for safety tests; (4) products seen in production during visit; (5) calibration/verification of safety test and measuring equipment; (6) handling and storage of components, material and finished products; and (7) quality management system (“Services”) "CIG Factory Inspection Services" means inspection of certain device or equipment (“Inspected Products”), and manufacturing process(es) of the factory in accordance with the CIG Factory Inspection Procedures, conducted by the UL Contracting Party or any of its affiliates to determine compliance with CIG Factory Inspection Procedures.
- 2. UL Demko CIG Factory Inspection Requirements.** “UL Demko CIG Factory Inspection Requirements” means, solely for the purpose of these CIG Factory Inspection Service Terms, any requirements imposed by UL Demko including without limitation the description, specifications and requirements contained in the CIG Factory Inspection Procedures.
- 3. Compliance with CIG Factory Inspection Service Requirements.** Upon completion of the inspection UL Demko will issue a CIG 023 Factory Inspection Report to you documenting both compliance and noncompliance with the CIG Factory Inspection Procedures requirements.
- 4. Access to Facilities.** You acknowledge and agree that our representatives, as well as any third-party observers accompanying the representatives, shall have free, announced, immediate, safe and secure access to any factory (or other location where the inspection is undertaken) during normal business hours or when the factory is actually in operation. You agree to provide our representatives and third-party observers with all applicable safety, and other, protections required by law for your own employees, including, without limitation, all applicable rules and regulations. You will not attempt to restrict the right of our representatives, or the third-party observers accompanying the representatives, to obtain free access to a factory upon 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 any representative of UL Contracting Party signs such an agreement, waiver, or release, it shall be considered void and will be of no force and effect. We will, however, direct our representative to exercise reasonable care to comply with any plant safety regulations generally applicable to any such factory.

5. **Limitation of Liability for UL Demko Factory Inspection Service.** Client expressly acknowledges and agrees that CIG Factory Inspection Service – including, without limitation, UL Contracting Party’s inspection of facilities where the Inspected Product is manufactured or assembled does not in any way relieve Client of any responsibility for the design, manufacturer, testing, marketing, and sale of the Inspected Product. Rather, Client acknowledges and agrees that CIG Factory Inspection Service is designed solely to serve as a check on the means that the Factory is using to determine the continued conformity of the Inspected Products to CIG Factory Inspection Requirements. Client further acknowledges and agrees that CIG Factory Inspection Service is designed to supplement, and not to supplant, Client’s own efforts to examine and to test the manufactured Inspected Product. You undertake that the factory will maintain appropriate testing and measuring equipment at its facilities and that the factory will ensure that the testing and measuring equipment is properly calibrated and maintain appropriate records of calibration for the equipment. You undertake that the factory will make its calibration records and its testing and measuring equipment available to UL Contracting Party during the CIG Factory Inspection visit as appropriate for the Inspected Products.
6. **Inspected Product Information.** Client agrees to make available to UL Contracting Party for inspection and copying, all documents, test results and other information, and keep a record of all complaints made known to the Client relating to any Inspected Product in compliance with CIG Factory Inspection Requirements and make these records available to UL Contracting Party when requested during inspection. Client agrees to take appropriate action to respond to such complaints and keep record of such actions. Client agrees that UL Contracting Party may share such information with our UL Companies and subcontractors worldwide. Specifically, with respect to documents provided by Client to local or governmental agency, Client authorizes such agency to make those documents available to UL Contracting Party for inspection and copying. Client agrees that it will cooperate with and assist UL Contracting Party in connection with its investigation of any affected Inspected Product and undertake such corrective action as is in the best interest of public safety.
7. **Use of Information Communication Technologies.** You acknowledge and agree that we 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 inspection method (like the human eye) or as a new inspection method. If we notify you that ICT will be utilized for the Services, you 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;
 - a) Acquiring any applicable legal and safety requirements (e.g., permits, local permissions).
 - b) Coordinating and communicating with any third parties on-site about the use of the ICT and ensuring they do not disrupt or interfere with the Services.

- c) Ensuring all legal and work site limitations associated with the use of ICT are met. We will employ commercial reasonable information, physical, cyber and data security measures in connection with its use of the ICT.
8. **Price.** A Quotation or Project Confirmation will establish the price for Services. The price will depend upon the type of product and production sites. All Quotations and Project Confirmations are subject to change at UL Contracting Party's discretion, upon reasonable notice to you, due to various factors, including but not limited to additional project requirements or changes in the scope of the Services.
9. **Expenses.** Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party or another UL Company will bill you for all reimbursable expenses associated with any CIG Factory Inspection Services, which may include, travel expenses, carrier communications, special equipment charges, materials, energy, fuel, services of outside contractors or facilities, charges for photographs, drawings, reproductions, and printing, and charges for preparation of extra copies of UL Contracting Party reports and other documents.
10. **Deliverables.** We will provide you with a report outlining: (i) your instructions and request for Services accepted by us, (ii) Your Requirements used in providing the Services, (iii) the Services performed, and (iv) the results of those Services. We are under no obligation to refer to or report on any facts or circumstances which are outside your specific instructions received and accepted by us. We do not guarantee that our opinions or findings will be recognized or accepted by third parties.
11. **Complaints and Appeals.** You can submit a complaint in writing to UL Demko relating to the activities that UL Demko is responsible for. UL Demko will follow up on the complaint and communicate the results of the resolution to you.
An appeal must be made in writing and delivered to UL Demko no later than thirty (30) days after the complaint settlement decision is received by you (the complainant). Results of the appeal will be communicated to the parties concerned and the decision cannot be contested.