UL WATERSENSE PRODUCT CERTIFICATION PROGRAM TERMS AND CONDITIONS

These Service Terms and Conditions shall govern UL’s WaterSense Product Certification program and set out the responsibilities and obligations of the Client. These Service Terms and Conditions are incorporated by reference into and are an integral part of the Parties’ Global Services Agreement (the “Agreement”).

1. Scope of Service. UL will assess Client’s product to the technical requirements of applicable U.S. EPA WaterSense product specifications. UL will make a certification decision based on the information gathered during the evaluation process. If the product is found to be in compliance with the applicable technical and program requirements, Client will be authorized to use the U.S. EPA WaterSense label in conjunction with that product.

2. Authorization. Upon notice of certification, Client, and any other companies identified to UL in writing by the Client as “additional companies” as defined by the U.S. EPA (“Additional Companies”), are authorized to use the U.S. EPA WaterSense label under the terms of the Client’s Agreement with UL and U.S. EPA WaterSense guidelines. In all cases, a WaterSense labeled product shall bear the name of the WaterSense partner that holds or is included on a WaterSense labeled product listing.

3. UL Product Safety Certification. No product may receive U.S. EPA WaterSense certification unless the product is also certified under UL's Product Safety Certification Program. Any Client seeking U.S. EPA WaterSense certification must comply with the U.S. and Canadian Testing and Certification Services Terms and Conditions as they relate to UL product safety certification.

4. Additional Terms and Conditions. In addition to the Agreement and these Service Terms and Conditions, the U.S. EPA WaterSense label guidelines apply to this Program. These guidelines can be obtained at: http://www.epa.gov/watersense/docs/guidelines_label508.pdf


6. Responsibility. Client shall be responsible for the product certification, including submitting the product for certification, receiving authorization to use the U.S. EPA WaterSense label, and adhering to any ongoing surveillance required by UL. Client shall also be responsible for ensuring that the U.S. EPA WaterSense label is used in accordance with the Agreement and U.S. EPA WaterSense guidelines.

7. Samples. Samples are to be selected from production and assembled using methods established for the production run. No prototypes will be allowed.

8. Deliverables. Upon determining that the Client’s product is in compliance with the technical requirements of applicable U.S. EPA WaterSense Product Specifications, UL will provide Client with a Certification Document (Certificate of Conformance), which may be in the form of a letter, email, or similar correspondence to the subscriber, with respect to the establishment of certification under the Program. The minimum information provided shall include:
   (a) the name and address of the manufacturer and of the individual or body responsible for maintaining the certification, if other than the manufacturer;
   (b) the scope of the certification, including, as appropriate:
      (i) product(s) certified, which shall be permitted to be identified by type or range of products;
      (ii) U.S. EPA WaterSense Product Specifications to which each product or product type is certified.

The date of the correspondence or certificate is considered the effective date of the certification.
9. **Use of UL's Names and Marks.** Participation in this Program shall *not* result in UL product safety certification, registration, or any authorization to use the UL Mark. A product must meet UL’s safety certification requirements and be covered by UL’s Follow-Up Service in order to bear UL’s registered product certification marks – including the “UL in a circle.”

10. **Information Sharing with EPA.** Client understands and agrees that UL may share details of their U.S. EPA WaterSense certification with U.S. EPA, including information in the UL file relating to certification and any Follow-Up Service, and information relating to the withdrawal of certification. Client understands that this may involve copying Client's company drawings or the corresponding electronic file or materials prepared by UL from Client's drawings or information. UL shall take reasonable steps to safeguard Client's information within UL systems prior to external transmission and may transmit Client’s information to U.S. EPA through the Internet or any public network, unless otherwise directed in writing by Client.

11. **WaterSense Advertising and Publication.** Once a product has been certified by UL, the Client and Additional Companies may publish the fact that they are authorized to apply the U.S. EPA WaterSense label to the certified product. The label may be used, in accordance with the U.S. EPA WaterSense label guidelines, in promotional literature published about the product by the Client and Additional Companies and their wholesalers, distributors, or retailers, as long as it is used only in reference to the certified product. The U.S. EPA WaterSense label only applies to products that have been certified to applicable WaterSense product specifications, and shall not be used to signify U.S. EPA WaterSense certification of every product from the manufacturer, wholesaler, distributor, or retailer, and may never be used to imply direct endorsement of a manufacturer or product by U.S. EPA or UL.

12. **Withdrawal of the U.S. EPA WaterSense Label From Products.** In more severe or repeated instances of product nonconformity or misuse of the U.S. EPA WaterSense label, UL is required by U.S. EPA to withdraw the product’s certification and its authorization for the use of the U.S. EPA WaterSense label. UL will inform Client that the certification and U.S. EPA WaterSense label are being withdrawn via a withdrawal notification. Client and its wholesalers, distributors, and retailers shall immediately cease using the U.S. EPA WaterSense label in conjunction with that product, and the label is to be eliminated from product packaging and promotional materials within six months from the date of withdrawal notification. UL shall immediately notify U.S. EPA of any product withdrawals, and U.S. EPA shall decide whether to terminate its agreement with Client and/or if other corrective action is warranted. The U.S. EPA WaterSense label may not be used for any reason by, or in conjunction with, a product of a manufacturer whose agreement with U.S. EPA has been terminated.