

GS MARK SERVICE TERMS AND CONDITIONS

These Service Terms and Conditions shall govern GS Mark Services 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"). The capitalized terms in these Service Terms and Conditions shall have the same meaning as in the Agreement. By signing the Global Services Agreement, the manufacturer also declares that an application for the GS Certificate of the same product has not been lodged with another Certification Body at the same time.

1. Scope of Service. Based on type testing of the product submitted, UL utilizing its subsidiary UL International Demko A/S ("UL Demko") a *Gepüfzte Sicherheit* ("GS") Certification Body, accredited by *Zentralstelle der Lander fur Sicherheitstechnik* ("ZLS"), approved in accordance with the German Equipment and Product Safety Act ("ProdSG"), Section 23, appointed by the Federal Minister for Employment and Social Affairs under the German Act on Technical Work Equipment and Consumer Products, and permitted to authorize application of the GS Mark will evaluate Client's products in accordance with the applicable technical requirements, and according to the GS requirements of the ProdSG, Section 3. The services requested by Client, and to be provided by UL thru UL Demko, for specific projects, shall be set out in individual Quotations.

2. Eligibility of a Product for UL GS Certificate.

2.1. Client shall be eligible to receive a GS Certificate issued by UL Demko ("Certificate") and associated test report, if Client's product is found to comply with the applicable laws, regulations, and standards.

2.2. Client is the Certificate Holder and is the responsible manufacturer for the product(s) for which it has received the GS Certificate. If the Certificate Holder is not the original responsible manufacturer, then the Certificate Holder is responsible for ensuring that the manufacturer complies with the requirements of the GS.

2.3. A product investigation involves the performance of tests and the examination of product construction to determine compliance with applicable technical requirements (European Standard, EN), or other relevant standards that may apply. Client agrees to supply all information needed for evaluation of product(s).

The issuance of the GS Certificate is subject to:

- (i) investigation of the product according to the applicable technical requirements (EN standards and other relevant standards that may apply);
- (ii) the product's compliance with the applicable technical requirements (EN standards and other relevant standards that may apply);
- (iii) the Certificate Holders compliance with the current Rules of Procedure of the ProdSG law, which may be revised from time to time; and
- (iv) the production site(s) yearly compliance with the CIG (Common Interest Group) factory inspection requirements.

3. Cost of Investigation. The Quotation will establish the price for Services. The Quotation will depend upon the type of product and the test requirements. The Quotation is subject to change at UL's discretion, upon reasonable notice to the Client, due to any additional project specific requirements or scope changes. Certification fees charges are available upon request.

4. Estimated Schedule. Client recognizes that each product investigation is unique and that the timing of each investigation will vary depending upon the particular investigation and its findings. If appropriate, the Client will be provided with an estimated time schedule in the Quotation for Product Investigation.

5. Compliance with the GS Requirements.

- 5.1. The GS Certificate enables the Certificate Holder to affix the GS Mark on the product. The Certificate Holder agrees that the products for which the GS Certificate has been issued will comply with the applicable technical requirements, including GS program requirements, at all times. The product cannot carry other GS marks, if the product carries the GS mark issue by UL Demko.
- 5.2. The Certificate Holder is entitled to use the GS Mark on the products and to make reference to its GS Certificate 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.
- 5.3. The Certificate Holder shall promptly notify UL (through the local UL office) of any changes in the product construction, which may be material to the issuance of the GS Certificate and associated test report.
- 5.4. The GS Certificate entitles the product to carry the GS Mark in the following form:



Height of Mark
up to 20 mm



Height of Mark
No size restriction of Mark

The size of the GS Mark may be reduced or enlarged on the condition that it remains readable and that the proportions of width/height are kept. The use of dark text for the GS Mark on light backgrounds and light text on dark backgrounds is permitted.

- 5.5. When putting the product on the German market the manufacturers' 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 manufacturer's name, or the European Union based representative's name and address if the manufacturer is not based within the European Union, must be applied on the product or the packaging. The product must be marked such that it can be easily identified, unless it is justifiable to dispense with this requirement because the details are already known to the user or the application of this information to the product or packaging would involve unreasonable expense or effort, as determined by UL.

The Certificate Holder shall comply with the following special conditions:

- (i) to use the GS Mark only for the product for which it was awarded;
- (ii) not to use the product certification in such a manner as to bring UL or UL Demko 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 GS Mark to third parties;
- (iv) to affix the GS Mark on the product;
- (v) to ensure continuously that the product is identical to the original certified product;
- (vi) to inform UL if the products for which the certificate is issued is produced only as seasonal product;
- (vii) to pay the Annual Fee for the number of certificates held by the Certificate Holder;
- (viii) to ensure access to production sites at any time so that factory inspections may be carried out for the purpose of checking production facilities and plants, or to ensure access by representatives from accreditation bodies in order for them to monitor inspectors conducting inspections at the factory;

- (ix) when the product is sold in Germany, to provide a product manual that must be in German containing warnings and other safety-related issues regarding installation, use, foreseeable misuse and maintenance;
- (x) to allow UL to submit documents related to testing of the certified product to ZLS for further investigation;
- (xi) to allow UL, thru UL Demko, to select samples for retesting, where necessary; and
- (xii) to inform UL of any complaints received that may affect the certification, and in case of non-compliance, to take necessary corrective actions including recall.

The GS Certificate is valid for five years but will be withdrawn earlier if:

- (i) the Agreement terminates for any reason;
- (ii) production of the certified product ceases, or the product is modified without notification to UL or UL Demko;
- (iii) the Certificate or Mark is used contrary to these Service Terms and Conditions;
- (iv) permission to use the GS Mark is withdrawn for any other reason including subsequent changes in the actual relevant safety regulations and safety testing requirements;
- (v) the GS Annual Fee is not paid;
- (vi) the production sites does not fulfill the requirement of the CIG inspections;
- (vii) any UL or UL Demko representative is not permitted access to the production site(s) for which the GS Certificate is authorized; or
- (viii) if based on the request from the Certificate Holder.

5.6. UL, thru UL Demko reserves the right to withdraw the GS Certificate if, in the sole opinion of UL, the Certificate Holder obstructs in any way the aim, operation, or development of the GS law, fails to take action regarding misuse of GS Certificates, fails to ensure that the manufacturer is in compliance with the GS Mark requirements, or otherwise violates the Service Terms and Conditions of the GS Mark. Information about misuse will be transmitted to ZLS.

5.8 By withdrawal of certification, the use of all advertising matter that contains any reference to the certification must be discontinued.

6. Use of Names and Marks. GS services shall *not* result in UL product safety certification or any authorization to use the Marks, except as expressly authorized in this Agreement. Except as otherwise expressly authorized by UL or UL Demko, Client shall not use UL's or UL Demko's name, abbreviation, or symbols or any form of reference which may be interpreted to mean UL or UL Demko, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotion or otherwise.

7. Third-Party Beneficiaries. UL Demko shall be an intended third-party beneficiary of this Agreement. UL Demko shall be entitled to enforce the provisions of this Agreement in their own name and for their own benefit. Except as aforesaid, the Parties intend that no provision of this Agreement shall in any way benefit any other third party, and that no other entity or person shall have any rights or cause of action under this Agreement.