

BIOCOMPATIBILITY TESTING SERVICE TERMS

These Service Terms shall govern Biocompatibility Testing Services performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client. These Service Terms and the UL Japan Inc. Services Agreement (“JSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for Biocompatibility Testing Service. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the JSA.

1. **Scope of Service.** The Services requested by Client and to be performed by UL Contracting Party for specific projects shall be set out in individual Quotations or Project Confirmations. Biocompatibility Services shall not result in UL Contracting Party issuing product safety certification of any product or registration of any management system.
2. **Price.** UL Contracting Party’s Quotation or Project Confirmation will establish the price for UL Contracting Party’s Services. The UL Contracting Party’s Quotation or Project Confirmation will depend upon the type of product and the test requirements. UL Contracting Party’s Quotation or Project Confirmation is subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client, and depending upon the requirements of the specific project. Additional fees will be incurred for all work or requests beyond the scope of the Quotation or Project Confirmation.
3. **Delays or Cancellation.** Client will be charged 10% of the Quotation or Project Confirmation price plus expenses when a project delay is attributable to the Client. If Client cancels the project, Client shall pay the following charges: If Client notifies UL Contracting Party of cancellation more than one (1) week before scheduled commencement of Services, Client shall pay per diem costs and expenses, plus 10% of the price as a cancellation fee. If Client notifies UL Contracting Party of cancellation one (1) week or less before scheduled commencement of the Services, Client shall pay per diem costs and expenses, plus 25% of the price as a cancellation fee.
4. **Samples.** The number of samples required will depend upon the product, the number and type of tests required, and other factors. Once UL Contracting Party has determined the investigation program for the product, UL Contracting Party will inform Client of the number of samples needed.
 - **Shipping Samples.** UL Contracting Party will provide Client with information on where to ship the product samples. Usually, UL Contracting Party will ask Client to ship product samples to a nearby UL Contracting Party facility. Client shall pay all sample shipping expenses. *To avoid unnecessary shipping expenses, Clients should not send samples to UL Contracting Party until UL Contracting Party requests them.*
 - **Oversized Samples.** Some products or systems cannot be easily or economically shipped to UL Contracting Party for testing. If a product cannot be shipped to UL Contracting Party, UL Contracting Party and Client will mutually agree upon other ways to investigate Client’s product at Client’s facility or other locations.

5. **Requirements, Specifications, and Protocols.** The Services will be performed in accordance with the requirements, specifications, and protocols established by Client. Client is solely responsible for establishing all requirements, specifications, and protocols that UL Contracting Party may use in performing Biocompatibility services, regardless of the source of information used to develop the requirements, specifications, and protocols. UL Contracting Party may be able to provide Client with assistance in developing such requirements, specifications, and protocols; however in all cases, Client must review and approve the final requirements, specifications, and protocols to be used by UL Contracting Party in performing the Services.
6. **Deliverables.** UL Contracting Party will provide Client with a test report. The test report includes (i) a general description of the product; (ii) the equipment used; (iii) the standards, requirements, specifications, and protocols against which the product was tested; and (iv) the results of the tests.
7. **Use of Names and Marks.** Biocompatibility Services shall not result in UL Contracting Party issuing product safety certification or any authorization to use the Marks. Except as otherwise expressly authorized by UL Contracting Party, Client shall not use UL Contracting Party's, or any other UL Company's, name, abbreviation, symbols, Marks or any other form of reference which may be interpreted to refer to UL Contracting Party or any other UL Company on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.