

SERVICE TERMS: VERIFICATION SERVICES

These Service Terms will govern Verification Services (“VS”) performed by the UL Solutions Contracting Party (“we”, “our”, or “us” as the context requires and as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client (“you” or “your” as the context requires). These Service Terms and the terms of 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 VS services. The capitalized terms in these Service Terms which are not defined herein will have the same meaning as in the JSA.

- 1. Scope of Service.** We will perform verification testing, inspection, assessment and/or audit services for you in accordance with your instructions as stated in individual written Quotations or Project Confirmations that we will furnish you from time to time. VS will be limited to an assessment of your samples’ conformity to requirements, specifications, and/or protocols you have established, and do not express any opinion regarding the bulk from which the samples were drawn. VS will not result in our issuing product safety certification of any product, or registration of any management system. The services requested by you and to be provided by us for specific projects will be set out in an individual Quotation or Project Confirmations.
- 2. Retailer Programs.** If you request us to test compliance with retailer, carrier or other third party program (“Retailer”) by requesting Services under the Retailer’s program, you consent to our disclosure of all associated information, materials, and Deliverables to such Retailer and acknowledge that, notwithstanding any terms to the contrary in these Service Terms, the ownership of the deliverables for the Services will be in accordance with the Retailer’s program.
- 3. Requirements, Specifications and Protocols.** You are solely responsible for establishing all applicable requirements, specifications, and protocols that we may use in performing VS services, regardless of the source of information used to develop the requirements and specifications. We may be able to provide you with assistance in developing protocols that meet your needs, however in all cases you must review and approve the final requirements and/or protocols.
- 4. On-Site Investigations.** At your request, we may perform VS services on site at your facilities, or at facilities of other parties. You agree that our representatives will have safe, secure, and free access to the facilities where the requested services will be performed. We will direct our representatives to exercise due care in complying with any safety regulations which may be generally applicable to the facility’s personnel. Access to the facilities by our representatives will not be conditioned upon the execution of any agreement, waiver, or release. If our representatives are prevented from performing or completing any on-site services for any reason beyond our reasonable control, we will not be responsible for the non-performance, and you may be charged for any actual expenses we incur including fees for services performed.
- 5. On-Site Project Management.** At your request, we may provide a dedicated on-site employee to manage and coordinate your VS services. UL Solutions Contracting Party, its employees, and agents will at all times be deemed independent contractors. Nothing will create an employee- employer relationship. UL Solutions Contracting Party will be solely responsible for the payment of all wages, fringe benefits, pension schemes, unemployment, and/or similar expenses and taxes associated with such on-site management.
- 6. Management System and Manufacturing Processes Audits and/or Assessments.** We will evaluate your management systems and/or manufacturing processes and provide audit and/or assessment services in accordance with your requirements and/or standards which you select. Such audits may have the option or require continuous assessment services. Continuous assessment services are designed only to serve as verification of continued compliance with a management system or manufacturing process and do not indicate a guarantee of compliance.
- 7. Deliverables.** When we complete the VS investigation, we will provide you with a report outlining the method and results of the VS services. If requested, we can provide customized report formats and/or testing and inspection findings in certificate format.
- 8. Ownership of Work Product.** You will own the test reports or other materials produced by us pursuant to any Quotation under this Agreement. We may retain a copy of the test reports and other materials for our archives and for creating reports for you and third parties, as required by you.

9. **Cancellation Fees for Inspections.** If you cancel or change an inspection order after 3:00 PM of the working day before the scheduled inspection date, we will charge you the Quotation price plus any travel costs incurred before the cancellation.
10. **Cancellation Fees for Testing.** If you cancel or change a testing order after we receive the sample(s) at the testing facility, we will charge you cancellation fees according to the amount of actual work performed. The minimum cancellation fee is the lesser of \$100USD or the total amount of the Quotation. The maximum cancellation fee is the full amount of the Quotation.
11. **Cancellation Fees for Audits and/or Assessments.** If you change or cancel your scheduled audit or assessment date you will be responsible for all incurred non-refundable travel costs associate with that audit. Any change or cancellation that occurs within seven (7) days of the scheduled audit will be charged a \$600USD fee in addition to any incurred travel costs.
12. **Providing Information to Third Parties.** Upon your written request, we may allow you to provide third parties with a copy of the VS report. We do not guarantee that our opinions or findings will be recognized or accepted by third parties.
13. **Use of UL Solutions' Names and Marks.** VS services will not result in our issuing product safety certification or any authorization to use the Marks. Except as otherwise expressly authorized by us, Client will not use the UL Solutions Marks or any other UL Solutions Company's name, abbreviation, symbols, Marks or any other form of reference which may be interpreted to refer to a UL Solutions Contracting Party or any other UL Solutions Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.