

## **IECEX SYSTEM SERVICES SERVICE TERMS**

These Service Terms shall govern IECEX System Services performed by the 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 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 IECEX System 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.**

**1.1 AS A RECOGNIZED IECEX TESTING LABORATORY (ExTL), AND IECEX CERTIFICATION BODY (ExCB), UNDER THE INTERNATIONAL ELECTROTECHNICAL COMMISSION SYSTEM FOR CERTIFICATION TO STANDARDS RELATING TO EQUIPMENT FOR USE IN EXPLOSIVE ATMOSPHERES (IECEX SYSTEM) IECEX CERTIFIED EQUIPMENT SCHEME, UL CONTRACTING PARTY WILL OFFER THE FOLLOWING SERVICES AS SET FORTH IN THE QUOTATION:**

- Test and assess Client’s products in accordance with the applicable International Electrotechnical Commission (IEC) standards, technical specifications and national differences, as appropriate, to confirm whether IECEX Test Reports (ExTRs) can be issued;
- Assess and audit Client’s manufacturing premise, along with performing on-going surveillance audits, to confirm ongoing compliance with previously issued IECEX Quality Assessment Reports (QARs); and
- Endorse and issue IECEX Certificates of Conformity (CoCs) when supported by valid ExTRs and QARs.

**1.2 AS A RECOGNIZED IECEX CERTIFICATION BODY (ExCB), UNDER THE IECEX CERTIFIED SERVICE FACILITIES SCHEME, UL CONTRACTING PARTY WILL OFFER THE FOLLOWING SERVICES:**

- Assess and audit Client’s manufacturing premises, along with performing on-going surveillance audits, to confirm compliance with previously issued IECEX Facility Audit Reports (FARs).

**1.3 AS A RECOGNIZED IECEX CERTIFICATION BODY (ExCB), UNDER THE IECEX CONFORMITY MARK LICENSING SYSTEM, UL CONTRACTING PARTY WILL OFFER THE FOLLOWING SERVICES:**

- Grant licenses to use the IECEX Conformity Mark.

**1.4 AS A RECOGNIZED IECEX CERTIFICATION BODY (ExCB), UNDER THE IECEX SCHEME FOR CERTIFICATION OF PERSONNEL COMPETENCE FOR EXPLOSIVE ATMOSPHERES, UL CONTRACTING PARTY WILL OFFER THE FOLLOWING SERVICES:**

- Assess an individual along with performing on-going surveillance assessments and reassessments, to confirm ongoing competence for issued IECEX Personnel Competence Assessment Reports (PCARs); and

- Issue IECEX Certificates of Personnel Competence (CoPCs) and Ex Facility Orientation Certificates (EFOCs) when supported by valid Personnel Competence Assessment Reports (PCARs).

These services are offered in accordance with the IECEX System program requirements as specified in:

- IEC System for Certification to Standards relating to Equipment for use in Explosive Atmospheres (IECEX System) – IECEX Certified Equipment Scheme covering equipment for use in explosive atmospheres - Rules of Procedure (IECEX 02);
- IECEX Certified Service Facilities Scheme – Part 5: Repair, overhaul and reclamation of Ex equipment – Rules of Procedure (IECEX 03-5);
- IEC Scheme for Certification to Standards relating to Equipment for use in Explosive Atmospheres (IECEX Scheme) – IECEX Conformity Mark Licensing System – Regulations (IECEX 04);
- IEC Scheme for Certification to Standards relating to Equipment for use in Explosive Atmospheres – Guidance for making applications for and use of IECEX Conformity Mark (IECEX 04A); and
- IEC System for Certification to Standards relating to Equipment for use in Explosive Atmospheres (IECEX System) IECEX Scheme for Certification of Personnel Competence for Explosive Atmospheres – Rules of Procedure (IECEX 05).

The services requested by Client and to be provided by UL Contracting Party for specific projects shall be set out in individual Quotations or Project Confirmations. For purposes of these terms, UL Contracting Party may also be referred to as the ExCB.

Participation in the IECEX System requires Clients to obtain and maintain ExTRs, QARs, FARs, CoCs, IECEX Conformity Mark Licenses, PCARs, and/or CoPCs and EFOCs in accordance with the terms and conditions detailed in this document as well as the applicable IEC standards.

## **2. ELIGIBILITY OF A PRODUCT FOR AN IECEX TEST REPORT (ExTR)**

- 2.1** A product evaluation involves the performance of testing and assessment of product construction to determine compliance with applicable technical requirements (IEC standards and national differences as appropriate). Client agrees to supply all information needed for testing and assessment of product(s).
- 2.2** The issuance of the ExTR is subject to: (i) testing and assessment of the product according to the applicable technical requirements (IEC standards, technical specifications and national differences, as appropriate); (ii) the product's compliance with the applicable technical requirements (IEC standards, technical specifications and national differences, as appropriate); and (iii) the manufacturer's compliance with the current Rules of Procedure (IECEX 02), and applicable Operational Documents of the IECEX System, which may be revised from time to time. To the extent it is applicable, the most current edition of IECEX 02, and the applicable Operational Documents, are incorporated herein by reference and made fully a part hereof, except when otherwise modified or supplemented by the Service Agreement. If Client does not have a copy of the most current editions of these documents, Client may obtain them directly from the IECEX website (<http://www.iecex.com>), or from the ExCB, as applicable.

**3. ELIGIBILITY OF A CLIENT'S FACILITY FOR AN IECEX QUALITY ASSESSMENT REPORT (QAR)**

- 3.1** Each of Client's facilities operating under the IECEX System shall be initially assessed and periodically reassessed thereafter by ExCB, or a party designated by ExCB, to establish and verify conformance of that facility with generally accepted manufacturing practices, as required by IECEX 02, ISO/IEC 80079-34 and the applicable Operational Documents of the IECEX System. The frequency of such reassessments shall be determined by ExCB in its sole discretion and in accordance with the applicable Rules and Procedures. ExCB's assessments shall be based upon the applicable Operational Documents, which may be revised from time to time.
- 3.2** Client's continued validity of their QAR is subject to satisfactory performance according to IECEX 02, ISO/IEC 80079-34 and the applicable Operational Documents of the IECEX System, which may be revised from time to time. To the extent it is applicable, the most current edition of IECEX 02, ISO/IEC 80079-34 and the applicable Operational Documents are incorporated herein by reference and made fully a part hereof, except when otherwise modified or supplemented by the Service Agreement. If Client does not have a copy of the most current editions of these documents, Client may obtain them directly from the IECEX website (<http://www.iecex.com>), or from the ExCB, as applicable.
- 3.3** At all times during business hours or when an assessed Client's facility is in operation, ExCB's representative(s) shall have free, unannounced, and immediate access to the facility for the purposes of observing testing or verifying compliance of the facility with the IECEX System.
- 3.4** The right of ExCB's representative(s) to obtain such free access to the Client's facility shall not be conditioned upon the execution of any agreement, waiver, or release which in any way purports to affect the rights or obligations of ExCB, or any ExCB representative, and any such document executed in contravention of this provision shall be without force and effect. ExCB, however, shall direct its representatives to exercise due care in complying with any safety regulations which may be generally applicable to Client's employees or property.

**4. ELIGIBILITY OF A PRODUCT FOR AN IECEX CERTIFICATE OF CONFORMITY (CoC)**

- 4.1** The endorsement and issuance of the CoC is subject to (i) verification of a valid supporting ExTR and QAR, and (ii) compliance with the current Rules of Procedure (IECEX 02) and applicable Operational Documents of the IECEX System, which may be revised from time to time.
- 4.2** For purposes of determining eligibility for a CoC, to the extent it is applicable, the most current edition of IECEX 02, and the applicable Operational Documents, are incorporated herein by reference and made fully a part hereof, except when otherwise modified or supplemented by the Service Agreement. If Client does not have a copy of the most current editions of these documents, Client may obtain them directly from the IECEX website (<http://www.iecex.com>), or from the ExCB, as applicable.

**5. ELIGIBILITY OF A CLIENT’S FACILITY FOR AN IECEX FACILITY AUDIT REPORT (FAR)**

- 5.1** Each of Client’s facilities operating under the IECEX System shall be initially assessed and periodically reassessed thereafter by ExCB, or a party designated by ExCB, to establish and verify conformance of that facility with generally accepted manufacturing practices, as required by IECEX 03-5 and the applicable Operational Documents of the IECEX System. The frequency of such reassessments shall be determined by ExCB in its sole discretion and in accordance with the applicable Rules and Procedures. ExCB’s assessments shall be based upon the applicable Operational Documents, which may be revised from time to time.
- 5.2** Client’s continued validity of their FAR is subject to satisfactory performance according to IECEX 03-5 and the applicable Operational Documents of the IECEX System, which may be revised from time to time. To the extent it is applicable, the most current edition of IECEX 03-5 and the applicable Operational Documents are incorporated herein by reference and made fully a part hereof, except when otherwise modified or supplemented by the Service Agreement. If Client does not have a copy of the most current editions of these documents, Client may obtain them directly from the IECEX website (<http://www.iecex.com>), or from the ExCB, as applicable.
- 5.3** At all times during business hours or when an assessed Client’s facility is in operation, ExCB’s representative(s) shall have free, unannounced, and immediate access to the facility for the purposes of observing testing or verifying compliance of the facility with the IECEX System.
- 5.4** The right of ExCB’s representative(s) to obtain such free access to the Client’s facility shall not be conditioned upon the execution of any agreement, waiver, or release which in any way purports to affect the rights or obligations of ExCB, or any ExCB representative, and any such document executed in contravention of this provision shall be without force and effect. ExCB, however, shall direct its representatives to exercise due care in complying with any safety regulations which may be generally applicable to Client’s employees or property.

**6. ELIGIBILITY OF A CLIENT’S FACILITY FOR AN IECEX CONFORMITY MARK LICENSE**

- 6.1** The issuance of the IECEX Conformity Mark license is subject to (i) Client holding a valid IECEX Certificate of Conformity (CoC) for each and every product and (ii) compliance with the current Rules (IECEX 04 and IECEX 04A) and applicable Operational Documents of the IECEX System, which may be revised from time to time.
- 6.2** The IECEX Conformity Mark License will only be valid for those CoCs listed in the Mark License Schedule and where the IECEX CoC and IECEX Conformity Mark License have been issued by the same ExCB.
- 6.3** The use of the IECEX Conformity Mark does not imply any legal responsibilities or obligations on the part of the IEC or the IECEX Management Committee. Such responsibility is incumbent under national or supra-national law on the Client.

**7. ELIGIBILITY OF AN INDIVIDUAL FOR AN IECEX PERSONNEL COMPETENCE ASSESSMENT REPORT (PCAR) AND CERTIFICATE OF PERSONNEL COMPETENCE (CoPC) AND Ex FACILITY ORIENTATION CERTIFICATE (EFOC)**

**7.1** Each individual under the IECEX System shall be initially assessed and periodically reassessed thereafter by ExCB to establish and verify conformance of that individual as required by IECEX 05 and the applicable Operational Documents of the IECEX System. The frequency of such reassessments shall be determined by ExCB in accordance with the applicable Rules and Procedures. ExCB's assessments shall be based upon the applicable Operational Documents, which may be revised from time to time.

**7.2** The individual's continued validity of their CoPC and EFOC is subject to satisfactory performance at the time of examination or re-certification according to IECEX 05 and the applicable Operational Documents of the IECEX System, which may be revised from time to time. To the extent it is applicable, the most current edition of IECEX 05 and the applicable Operational Documents are incorporated herein by reference and made fully a part hereof, except when otherwise modified or supplemented by the Service Agreement. If the individual does not have a copy of the most current editions of these documents, they may obtain them directly from the IECEX website (<http://www.iecex.com>), or from the ExCB, as applicable.

**7.3** The endorsement and issuance of the CoPC is subject to (i) verification of a valid supporting PCAR and (ii) compliance with the current Rules (IECEX 05) and applicable Operational Documents of the IECEX System, which may be revised from time to time. The endorsement and the issuance of an EFOC is subject to compliance with the current Rules (IECEX 05) and applicable Operational Documents of the IECEX System, which may be revised from time to time.

**8. COST OF EVALUATION**

**8.1** ExTR, CoC, IECEX Conformity Mark License, PCAR, CoPC, and EFOC Fee. UL Contracting Party's Quotation or Project Confirmation will establish the price for the Services. The price will depend upon the type and scope of Service(s) requested. Any Quotation or Project Confirmation is subject to change at UL Contracting Party's discretion, upon reasonable notice to the Client, due to any additional project specific requirements or scope changes.

**8.2** QAR and FAR Fees. Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party will bill the Applicant for Services at UL Contracting Party's then-current rates, which UL Contracting Party may, in its sole discretion, and upon notice to the Applicant, change from time to time. Charges may vary, depending upon the size of the manufacturing facility, number of protection methods involved and whether ISO 9001 registration is maintained.

**8.3** Expenses. Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party will bill Applicant for all reimbursable expenses associated with an ExTR, CoC, QAR, FAR, IECEX Conformity Mark License, PCAR, CoPC, or EFOC which may include, without limitation: travel expenses; carrier, communications, and special equipment charges; materials, energy, and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of reports and other documents. Fees and expenses incurred by ExCB shall be charged at the current billing rates. Clients shall pay all invoices in accordance with UL Contracting Party's local or regional invoicing policies. Client is responsible for paying all bank fees incurred with wire transfers it makes.

## 9. COMPLIANCE WITH THE IECEX SYSTEM REQUIREMENTS

- 9.1 If UL Contracting Party determines that a product and/or facility is in compliance with all applicable IEC standards, including IECEX Scheme Program requirements, UL Contracting Party will issue an ExTR, QAR, FAR, CoC, IECEX Conformity Mark License, PCAR, CoPC, and/or EFOC as appropriate. The Client agrees that the products, facilities, and/or individuals for which the ExTR, QAR, FAR, CoC, IECEX Conformity Mark License, PCAR, CoPC, and/or EFOC has been issued will comply with the applicable IEC standards, including IECEX Scheme program requirements at all times.
- 9.2 The Client agrees that ExTRs, QARs, FARs, or CoCs shall not be used in any form of advertising or sales promotion. NOTE: This requirement does not preclude the holder of an ExTR, QAR, FAR, or CoC from making reference to the existence of that document in business correspondence related to equipment for which an ExTR, QAR, FAR, or CoC has been issued as appropriate.
- 9.3 The IECEX Conformity Mark shall not be used for any purpose other than to indicate that all the requirements of the Mark Licensing System are being met.
- 9.4 The IECEX Certificate of Personnel Competence (CoPC) and Ex Facility Orientation Certificate (EFOC) reference shall not be used for any purpose other than to indicate that all the requirements of the Personnel Competence Scheme are being met for the individual, when affixed adjacent to the individual's signature on applicable reports and stationery for the services provided.
- 9.5 Client shall promptly notify ExCB of any changes in the product construction, quality program, facilities, equipment, personnel, and procedures, which may be material to ExCB's issuance of any ExTRs, QARs, FARs, CoCs, and IECEX Conformity Mark Licenses, as applicable.
- 9.6 The IECEX certified individual shall promptly notify ExCB of any changes in their compliance with the requirements which may be material to ExCB's issuance of PCARs, CoPCs, and EFOCs, as applicable.
- 9.7 The IEC, IECEX and combination IEC/IECEX logos are copyrighted and belong to the IEC. Their use is restricted to official documents published by the IEC or the IECEX or both and shall not be reproduced or utilized by the manufacturer in any form or by any means, electronic or mechanical, including photocopying and microfilm, without prior permission in writing from the IECEX System Secretary.
- 9.8 The ExCB reserves the right to withdraw the ExTR, QAR, FAR, CoC, IECEX Conformity Mark License, PCAR, CoPC, or EFOC, if, in the sole opinion of the ExCB, the Client obstructs in any way the aim, operation or development of the IECEX System, fails to take action regarding misuse of ExTRs, QARs, FARs, CoCs, IECEX Conformity Mark, PCARs, CoPCs, or EFOCs or otherwise violates the System Rules and Procedures.
- 9.9 **Appeals.** If the ExCB receives an ExTR or QAR for recognition and considers it to have been issued in error, the ExCB that issued the Report(s) shall be informed as soon as possible. If the issuing and recipient ExCBs involved arrive at different conclusions, the case may be referred to the IECEX Board of Appeal. If a manufacturer or applicant is denied an ExTR, QAR, FAR, CoC, IECEX Conformity Mark License, PCAR, CoPC, or EFOC or has its CoC, IECEX Conformity Mark License, CoPC, or EFOC suspended or cancelled, the manufacturer or applicant may appeal this decision to the IECEX Board of Appeal.

**9.10 Complaints.** Client acknowledges its willingness to support UL Contracting Party's public safety mission and that UL Contracting Party is entitled to receive information received, developed or collected by Client regarding IECEX System certified products compliance or individual's compliance with the IECEX System Requirements and/or field performance. Client shall keep a record of all complaints made known to the Client relating to any product's compliance or individual's compliance with IECEX System Requirements and/or field performance. Client agrees to make such records available to UL Contracting Party when requested. Client agrees to take appropriate action to respond to such complaints and any noncompliance with IECEX System Requirements and/or field performance and keep a record of such actions.

## **10. TESTING AT CLIENT'S OR USER'S FACILITIES**

**10.1** Client agrees to conduct all testing at client's or user's facilities in accordance with OD024. Prior to the commencement of testing, client will sign the applicable agreement from OD024 and provide a copy to the ExCB.

## **11. USE OF NAMES AND MARKS**

**11.1** IECEX System evaluations and subsequent ExTRs, QARs, FARs, and CoCs 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 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.