

CALIBRATION SERVICES SERVICE TERMS

These Service Terms shall govern Calibration 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 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 Calibration Services. 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.** UL Contracting Party will provide calibration services for Client. The provision of calibration services shall not result in UL Contracting Party issuing product safety certification of any product, or registration of any management system. The calibration services requested by Client and to be provided by UL Contracting Party for specific projects shall be set out in an individual Quotation or Project Confirmation.
2. **Price.** UL Contracting Party’s Quotation or Project Confirmation will establish the price for UL Contracting Party’s Services. The price will depend upon the type of product and the calibration requirements. UL Contracting Party’s Quotation or Project Confirmation is subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
3. **Inability to Calibrate.** UL Contracting Party reserves the right to terminate the calibration service if, in UL Contracting Party’s sole discretion, the equipment cannot be properly calibrated. In such event, Client will be required to pay for the time and resources expended on the service up to the time of termination.
4. **Shipping.** Client shall ship the product(s) to be calibrated to UL Contracting Party at Client’s expense and risk. Client shall provide UL Contracting Party with shipping and packaging instructions for returning the calibrated product(s) to Client, such return shipping to also be at Client’s expense and risk. Any insurance for the shipments will be at Client’s discretion and expense.
5. **Continued Calibration.** UL Contracting Party will ship the calibrated product(s) in accordance with Client’s instructions. As UL Contracting Party has no control over the shipping or the use of the calibrated product(s) after leaving UL’s premises, UL Contracting Party accepts no liability for the continued calibration of the products after shipment.
6. **Deliverables.** UL Contracting Party will calibrate the product(s) and will provide Client with a calibration report. UL Contracting Party will attach a sticker to the calibrated product(s), verifying the date of calibration and the date by which calibration is next due. The sticker will not contain the UL Contracting Party’s certification mark. If the product(s) cannot be properly calibrated, UL Contracting Party will note the product defects in the calibration report.
7. **Use of Names and Marks.** Calibration 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.