

MEDIUM VOLTAGE CABLE SUPPLIER AUDIT SERVICES SERVICE TERMS

These Service Terms shall govern Medium Voltage Cable Supplier Audits 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 Global Services Agreement ("GSA") are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for Medium Voltage Cable Supplier Audits. The Capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

1. Scope of Service: UL Contracting Party will conduct audits of those locations of manufacturers involved in the production and testing of medium voltage cables to determine compliance with the applicable requirements of the Medium Voltage Cable Supplier Audit program criteria. The service is intended to provide a method by which users of medium voltage cables may ensure the manufacturers production locations from which the cable is supplied meet audit criteria as established and maintained by UL Contracting Party. The Services shall not result in UL Contracting Party issuing certification of any product or registration of any management system. A certificate may be issued to production and testing locations of a manufacturer as evidence of having satisfactorily completed the audit. Certificates issued under this program are valid for one year (12 Months) from the issue date of the certificate.

Each quotation issued under this service agreement will cover inspections using UL Contracting Party maintained criteria for the location submitted by the manufacturer to be audited as detailed in the Quotation, concluded by a copy of the inspection report and if appropriate, issuance of a certificate of inspection. In the event, you request additional inspection services, new quotations with new cost limit may be required. In the event that a location fails to comply with audit criteria and subsequent inspections are necessary to review corrections for issuance of a Certificate of Inspection such work will require a new cost of the work. It is understood that your obligation for all charges accruing under this Service Agreement continues in full force and effect irrespective of whether the inspection does or does not result in a Certificate of Inspection. It is further understood that Client is responsible for payment of all bank fees incurred with wire transfers.

2. Price: Our Quotation or Project Confirmation will establish the price for the Services. The price set forth in the Quotation or Project Confirmation will depend upon the information provided by Client in the UL Contracting Party supplied Pre-Audit Questionnaire. The Quotation or Project Confirmation is subject to change at our discretion, upon reasonable notice to you, and depending upon the requirements of the specific project. A new quotation will be issued if we change our pricing services.

3. Requirements and Protocols: Client shall review the document(s) containing the Medium Voltage Cable Supplier Audit Program Requirements, as modified from time to time ("General Program Requirements"). The General Program Requirements more fully explain UL Contracting Party's Medium Voltage Cable Supplier Audit program and Client's obligations and rights under those programs. The General Program Requirements are available to Clients by contacting UL Contracting Party's Customer Service Professionals. Client agrees to abide by the terms of the applicable General Program Requirements, which are incorporated by reference into these Service Terms and made a part of the Service Agreement between the parties.

4. Access to Facilities: Client agrees that UL Contracting Party's representatives shall have free, safe, and secure access to facilities where Client's records and products are kept and

manufactured so that UL Contracting Party may perform the requested inspections. Client agrees to provide UL Contracting Party's representatives with all safety and other protections required by law for Client's own employees including, without limitation, all U.S. Occupational Safety and Health Administration rules and regulations. The right of UL Contracting Party's representatives to obtain free access to a facility shall not be conditioned upon the signing of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of UL Contracting Party or UL Contracting Party's representative. If any of UL Contracting Party's representatives sign such an agreement, waiver, or release, it shall be considered void and have no force and effect. However, UL Contracting Party shall direct its representatives to exercise due care to comply with any plant safety regulations generally applicable to personnel at the facility.

5. Deliverables:

(a) If the audited location complies with the applicable requirements of the Medium Voltage Cable Supplier Audit Program, UL Contracting Party staff will issue a Medium Voltage Cable Supplier Audit Certificate of Inspection for that manufacturer's location which was audited. An inspection report will be issued to Client. Any changes to the management, process, personnel or other such changes effecting those items inspected during the audit subsequent to the inspection may invalidate the Certificate.

(b) If the inspected location does not meet the requirements, a non-compliance report identifying those items found not to be in compliance with the audit will be issued to Client. The client shall have the opportunity to dispute such findings or make corrections and re-submit for inspection.

5. Use of Names and Marks: Medium Voltage Cable Supplier Audit Inspection Services shall not indicate compliance with any UL Contracting Party product certification program or result in UL Contracting Party issuing certification or authorization to use the Mark. 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 a UL Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.

Inspection Certificates issued under this program may be provided to requesting purchasers of medium voltage cables as evidence that the location has been audited by UL Contracting Party and met the requirements of the program. Certificates of Inspection may not be distributed after their expiration date and the manufacturer may request from UL Contracting Party to be inspected under the Medium Voltage Cable Supplier Audit Program to obtain another audit in order to receive valid Certificate of Inspection.