

**UL 880 - Sustainability for Manufacturing Organizations Certification
Service Terms**

These Service Terms shall govern the provision of all UL 880 Sustainability for Manufacturing Organizations Certification services (“Services”) by the UL Contracting Party as identified in the Quotation or Statement of Work (“we”, “our”, or “us” as the context requires) 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 Global Services Agreement (“GSA”) between the Parties are incorporated by reference into and are an integral part of each Service Agreement entered into between the Parties for the UL 880 Certification service. 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.** We will evaluate the systems, processes and practices of your organization and selected organizational entities (e.g., facilities or business units) in accordance with the UL 880 standard and program requirements (“Program Requirements”). We reserve the right to modify the Program Requirements at our sole discretion upon notice to you. A description of the specific Services to be provided will be included in the Quotation. The Service does not include certification or verification of any products or claims about those products, and is limited to an evaluation of the sustainability of the systems, processes and practices of your organization. The Services do not include any evaluation, inspection, testing, or certification of any products or claims about those products.
- 2. Evaluation.** We will conduct an evaluation which will involve document review and assessment in accordance with the Program Requirements. You shall provide all information and data necessary for us to perform the UL 880 certification, including without limitation policy documents, standard operating procedures, program documents, risk assessment and audit reports, inventories and baselines, training documentation, green claims and related advertising materials. You warrant that all such information and data is accurate and complete and that we have the right to rely upon it in the performance of the Services. The Services apply only to the information and data actually received and reviewed by us, and we shall not be responsible for any inaccurate results or issues relating to integrity arising from your collection of and provision of data, information, and documentation to us.
- 3. Access to Facilities.** UL Contracting Party will work with Client to schedule pre assessment meetings, preliminary evaluations, audits, and continuous assessments, at mutually convenient dates and times. You acknowledge and agree that representatives of the UL Contracting Party, as well as any third-party observers accompanying the representatives, shall have free, immediate, safe, and secure access to facilities where the sustainability processes and systems are being evaluated. You shall ensure that you and any third party will not attempt to condition the right of the UL Contracting Party’s representatives to obtain free access to any site 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 its representative. If any representative of UL Contracting Party signs such an agreement, waiver, or release, it shall be considered void and will be of no force and effect.
- 4. Cancellations and Postponements.** If Client postpones or cancels any scheduled meeting, evaluation, or assessment less than thirty (30) days before the scheduled date, Client agrees to pay the following cancellation fees:

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- a. If Client notifies UL Contracting Party less than thirty (30) days, but more than fourteen (14) days before any scheduled meeting, evaluation or assessment, the cancellation fee shall be the greater of 20% of UL Contracting Party's quoted fee or \$3,000; or
 - b. If Client notifies UL Contracting Party less than fourteen (14) days before any scheduled meeting, evaluation or assessment, the cancellation fee shall be 75% of UL Contracting Party's quoted fee.
5. **Price.** The Quotation will establish the price for the Services. The price will depend on the several factors, including the scope of the assessment, including the selected of UL 880 requirements relevant to the evaluation, and the number of facilities or regions or business operations within the scope of the evaluation. All Quotations are subject to change at UL Contracting Party's discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
6. **Deliverables.** If we determine, in our sole discretion, that your organizational sustainability-related policies, processes, and systems is in compliance with all applicable Program Requirements, and observe that these same policies, processes, and systems are observed at the facility, region or business level as identified in the Quotation, we will issue a report and a certificate (the "Deliverables"). The certificate will identify the scope of the certification, the company name and HQ location, relevant facility or regional locations or business operations, the issue and expiration dates for the certificate and other information relevant to your certification.
 - a. **Standards for Use of Deliverables.** Client agrees that Deliverables will be used only on the Client's website or in the Client's general marketing materials in each case in strict accordance with our usage guidelines and subject to our prior written consent. In no event may you use any Deliverable in any point of sale materials, in direct association with any product(s), or otherwise imply that UL Contracting Party or any UL Company has certified, evaluated, inspected or tested any product(s).
 - b. **Improper use.** If at any time we determine that Client has used the Deliverables on or in conjunction with products, or outside the scope of certification, or otherwise not in compliance with these Service Terms or Global Services Agreement, UL Contracting Party may notify Client in writing of the misuse of the Deliverables. Client must immediately correct the misuse as requested by UL Contracting Party, and notify UL Contracting Party of the corrective actions it has taken within ten (10) days of Client's receipt of notice.
 - c. **Right to Communicate Certification Status.** At all times we will have the right, but not the obligation, to communicate impending action that we might take with respect to such certification status, including but not limited to publication in our certification directory.
 - d. **No UL Product Safety or Other Certification Marks.** The UL 880 Sustainability for Manufacturing Organizations Certification shall not result in UL Contracting Party or any UL Company issuing certification of a product (whether for safety, environmental preferability or impacts, sustainability, or otherwise), or any authorization to use the Marks in any way in association with a product. Except as otherwise expressly authorized by UL Contracting Party, Client shall not use UL Contracting Party, 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 that relates to products.

- e. **Modifications to the Deliverables.** Client acknowledges and agrees that UL Contracting Party has the right to modify or replace the Deliverables from time to time during the term. UL Contracting Party will provide Client an example of the new Deliverables and Client must, within thirty (30) days of receipt, begin using such Deliverables in authorized materials and stop use of the replaced Client Deliverables.

7. Client's On-Going Certification and Reporting Obligations.

- a. **Process Changes.** You shall provide us with prompt written notice of any changes in your systems, policies, procedures, or performance, change in the ownership of the organization receiving the UL 880 certification, or any other modification which could in any way impact the certification. Upon such notice, we will initiate a review which may determine the need for re-certification. UL Contracting Party may need to perform additional Services which may include further audits, documentation review, or on-site inspections for which you will be separately quoted.
- b. **Annual Renewal.** We will perform an annual review of the certification one year following the issuance of the certification. This review will consist of a desk review of materials and documentation which you provide to show continued compliance with the Program Requirements. You are responsible for cooperating with this review and paying your annual certification fee.
- c. **Re-Certification of Compliant Processes.** The certification will expire three years from the date of issuance. Prior to expiration, we will perform a complete re-review of the certified organization's systems, processes, and performance which will include a full investigation and review to then current Program Requirements. If you are found in conformance with all Program Requirements, you will be recertified subject to additional annual fees.
- d. **Non-Compliance.** If, at any time: (i) any or all certified processes have not successfully completed ongoing certification renewal review, (ii) we have not received full payment of all fees owed, or (iii) any certified process has failed our review, all affected certified processes within the affected policy shall be deemed non-compliant. UL Contracting Party may need to perform additional Services which may include further audits, documentation review, or on-site inspections for which you will be separately quoted.
- e. **Records.** You shall keep a record of all complaints made known to you regarding the process's compliance with the Program Requirements, take appropriate action to investigate and respond to such complaints and any non-compliance with the Program Requirements, and provide a record of such actions upon our request.

8. Withdrawing, Suspending, or Withholding Certification. Termination.

- a. **Termination by UL Contracting Party.** We may immediately terminate this Service Agreement and authorization to use the Deliverables without further right to cure if:
 - i. Client fails to pay any fees due in connection with the certified processes;
 - ii. Client becomes de-certified with respect to any certified processes pursuant to our then current procedures;
 - iii. Client fails to notify us of any changes to the certified process(es);
 - iv. Client misuses the Deliverables;

- v. We determine in its sole discretion that changes to the certified process have occurred such that the certified process is no longer eligible for certification; or
 - vi. Client obstructs in any way the aim, operation, or development of the Program Requirements.
- b. **Termination or Expiration of this Service Agreement.** Upon termination or expiration of this Service Agreement for any reason, Client agrees to immediately:
- i. Stop use of all Deliverables and destroy all marketing and promotional materials that contain or reference the Deliverables; and
 - ii. Pay all fees due including any annual fees in full. Unless we have materially breached the Service Agreement, there will be no pro rata reduction or return of annual fees.

9. DISCLAIMER

Disclaimer; Compliance with Laws and Regulations; and Indemnity. IN ADDITION TO TERMS AND CONDITIONS OF THE GSA, THE UL COMPANIES FURTHER EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES THAT ANY CLAIMS OR TRADEMARKS, SERVICEMARKS, LABELS, TEXT, GUIDANCE, CERTIFICATES, DELIVERABLES OR OTHER MATERIALS OR SERVICES PROVIDED TO CLIENT OR THE USE THEREOF WILL COMPLY WITH FTC REGULATIONS, 15 USC SEC 45, OR OTHER APPLICABLE LAWS OR REGULATIONS, AND IN NO EVENT SHALL THE UL COMPANIES HAVE ANY LIABILITY IN CONNECTION THEREWITH. UL CONTRACTING PARTY DOES NOT PROVIDE LEGAL ADVICE, AND NO UL CONTRACTING PARTY SERVICE SHALL BE CONSTRUED OR INTERPRETED AS LEGAL ADVICE. IT IS CLIENT'S SOLE RESPONSIBILITY TO COMPLY WITH THE US FTC ACT AND ALL OTHER APPLICABLE LAWS AND REGULATIONS REGARDING MARKETING CLAIMS AND PRACTICES AND CLIENT SHOULD CONSULT LEGAL COUNSEL ON THIS TOPIC. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE UL COMPANIES AND THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AFFILIATES, AGENTS AND SUBCONTRACTORS FROM ALL LOSSES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR RELATED TO CLAIMS ASSERTED BY THIRD PARTIES THAT RELATE TO UNFAIR OR DECEPTIVE MARKETING CLAIMS, INCLUDING IN VIOLATION OF 15 USC SEC 45 OR OTHER APPLICABLE LAWS OR REGULATIONS.