

## **MACHINE SAFETY RISK ASSESSMENT SERVICES SERVICE TERMS**

These Service Terms shall govern Machine Safety Risk Assessment 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 Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for Machine Safety Risk Assessment Services. 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 on-site evaluations of installed industrial machines to assess hazards and potential safety risks based on applicable OSHA, ANSI, NFPA, RIA, and specific machine standards (“Services”). The Services assess compliance with applicable requirements and are limited to the features and characteristics that can be evaluated at the installed site at the time of the Service without damage to the machine. 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.
- 2. Access to Site.** Client shall provide representatives of UL Contracting Party as well as any third-party observers accompanying the representatives, free, safe, and secure access to the site to conduct the requested Services. Client shall ensure that Client and any third party will not attempt to condition the right of 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. UL Contracting Party will, however, direct its representatives to exercise reasonable care to comply with any site safety regulations provided to UL Contracting Party in advance that are generally applicable to personnel at any such site. Client agrees to provide UL Contracting Party’s representatives and third-party observers with all applicable safety, and other protections required by law for Client’s own employees, including, without limitation, all U.S. Occupational Safety and Health Administration (“OSHA”) rules and regulations or any non-U.S. equivalents. If the Client or end user site representatives require UL Contracting Party’s representatives to participate in additional training to permit site access, UL Contracting Party may quote for additional fees.
- 3. Price.** The Quotation or Project Confirmation will establish the price for UL Contracting Party’s Services. The price will depend upon the type and number of machines to be evaluated. Any 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.
- 4. Potential Hazard.** UL Contracting Party reserves the right to terminate the services if, in UL Contracting Party’s sole discretion, the equipment features cannot be fully evaluated at the place of inspection, or the evaluation presents a potential hazard to personnel or property.

5. **Deliverables.** Upon completion of the services, a report is issued for each machine assessed. The report includes a safety risk evaluation based on methodology defined by ANSI/RIA TR 15.306-2016, identification of machine safety hazards using the specific standards referenced in the report, insights on options for safety risk reduction measures through safeguarding, and for corrective actions. The report provides UL Contracting Party's evaluation from the application of a reasonable degree of engineering and scientific certainty based on relevant literature and standards, common practice in the industry, and materials reviewed at the time of evaluation.
6. **Use of Names and Marks.** Machine Safety Risk Assessment services shall not result in UL Contracting Party issuing product safety certification or any authorization to use the UL 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 the 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.
7. **Our Functions:** Client acknowledges and agrees that UL Contracting Party is not a designer, manufacturer, marketer, seller, endorser, guarantor, or insurer of clients machines or systems of any kind. By providing the Services, UL Contracting Party is not assuming and disclaims any obligation, including any duty of care toward client and any third party related to the use and operation of the client machines or systems. Client agrees that; (a) our provision of Services is not intended to supplant Clients obligation to provide safe work environments, (b) by our performance of Services, we are not assuming any duty that Client has for workplace safety; and (c) we are not endorsing or warranting the safety or performance of the assessed machine(s).
8. **Disclaimer** The Services are provided independently of UL's conformity assessment services such as preliminary product investigations, product certification, or field evaluation services. We do not guarantee, warranty or provide an assurance (express or implied) to any party that a positive test result, compliance report, or issuance of a Mark will result from our delivery of Services hereunder. We do not guarantee that our opinions or findings will be recognized or accepted by third parties. The Services are not intended to convey legal advice.
9. **Web Services.** We may provide you with certain website tools and related services, including but not limited to the ability to order services, perform preliminary self-evaluation, and access service related information online through a website (collectively, the "Web Services"). The Web Services are provided to you as a convenience and are provided on an "as is, as available" basis. By using the Web Services, you acknowledge and agree that no data or content transmitted over our networks, the Internet, or wirelessly, or through or in connection with the Web Services, is guaranteed to be secure or free from unauthorized intrusion, and that data stored by us, our affiliates, or our service providers may be deleted, modified, or damaged. You acknowledge that if you wish to protect your transmission of data or files to us, it is your responsibility to use a secure encrypted connection to communicate with and use the Web Services. Your use of the Web Services is at your sole risk and is subject to any terms of use applicable to such Web Services. Web Services are included in the definition of Services above.