

## UL & ULC EVALUATION REPORT SCHEME SERVICES

### SERVICE TERMS AND CONDITIONS

These Service Terms and Conditions shall govern Evaluation Report services performed by UL Contracting Party (“we”, “our”, or “us” as the context requires and as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client (“you” or “yours” as the context requires). These Service Terms and Conditions are incorporated by reference into and are an integral part of the Parties’ Global Services Agreement (the “Agreement”). The capitalized terms in these Service Terms and Conditions shall have the same meaning as in the Agreement.

#### **1. Scope of Service.**

1.1 UL Contracting Party will evaluate Client’s building product, devices, components and materials (“Product”) in general accordance with the latest version of the applicable ICC Evaluation Service (ICC-ES) Acceptance Criteria for the United States construction market or a Underwriters Laboratories of Canada Inc. (“ULC”) Evaluation Criteria for the Canadian construction market (“Evaluation Criteria”) and issue a Evaluation Report (“Evaluation Report”). The Services requested by Client and to be provided by UL Contracting Party for specific projects shall be set out in individual Quotations.

1.2 When specified in the Quotation, the Product to be evaluated must be also certified by us. Our certification Services can be conducted prior to, or in conjunction with, our Evaluation Report Service.

#### **2. Eligibility of a Product for the Evaluation Report Service.**

2.1 A Product investigation may involve the performance and/or the review of tests and Product literature to determine compliance with applicable Evaluation Criteria. Products may be subjected to an evaluation in accordance with multiple acceptance criteria. Client agree to supply to us all information needed for our evaluation of Product(s).

2.2 Contents of the Evaluation Report may be based on data that has been generated by laboratories other than the UL Contracting Party as long as those labs are accredited by a

signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement (MRA) as complying with ISO/IEC Standard 17025. The scope of the laboratory's accreditation shall include the specific test method or standard covered in the test report. The accuracy and validity of data generated by laboratories other than the UL Contracting Party is the responsibility of the accredited laboratory and we will not accept responsibility for the accuracy and validity of this data. We reserve the right to access or reject third party laboratory data.

2.3 When required by the Evaluation Criteria, the Client must have completed all required steps for a quality audit in accordance with ICC-ES AC10 for quality documentation, and be placed under our quality audit program.

### **3. Cost of Investigation.**

Our Quotation will establish the price for our Services. Our Quotation will depend upon the type of Product and the test requirements. Our Quotation is subject to change at our discretion, upon reasonable notice to the Client, due to any additional project-specific requirements or scope changes. Charges for testing are not included under the cost limit for the establishment of an Evaluation Report. If applicable, testing conducted at outside laboratories are independent charges and will be billed to the Client directly by the outside lab.

### **4. Estimated Schedule.**

Client recognizes that each Product investigation is unique and that the timing of each investigation will vary depending upon the particular investigation and its findings. If appropriate, we will provide Client with an estimated time schedule in the Quotation for Product investigation.

### **5. Compliance with Evaluation Report Requirements.**

5.1 If we determine that a Product submitted is in compliance with all applicable technical requirements, we will issue an Evaluation Report. The Client agrees that the Product for which the Evaluation Report has been issued will comply with the applicable technical requirements, will not be altered or modified in formulation or construction, and that the manufacturing facility will maintain acceptable annual quality audits, at all times.

5.2 The Client agrees that the Evaluation Report shall not be used in any form of advertising or sales promotion. NOTE: This requirement does not preclude the holder of an Evaluation Report from making reference to the existence of that Evaluation Report in business correspondence related to Product for which an Evaluation Report has been issued.

5.3 Manufacturer shall notify us promptly of any changes in the Product construction or formulation so that we can make a determination for re-evaluation of the Product, if necessary.

5.4 We reserve the right to withdraw the Evaluation Report if, in our sole opinion, the Client or manufacturer obstructs in any way the aim, operation or development of the Evaluation Report, alters the Product without prior notice to us, our Evaluation Report is withdrawn, or otherwise causes the Product to no longer comply with the Evaluation Criteria.

## **5 Use of Names and Marks.**

The only association of an Evaluation Report and the compliant Product is the use of the Evaluation Report number on the Product. The Evaluation Report number is not a substitute for UL's Certification Mark and should only be used in conjunction with UL's Certification Mark, when required. Except as otherwise expressly authorized by the UL Contracting Party, Client shall not use the 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 the UL Contracting Party or any other UL Company, its subsidiaries or affiliates, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.