

SERVICE TERMS: UL INDIA PRIVATE LIMITED CERTIFICATION SCHEME

These Service Terms shall govern the Certification Scheme Services performed by UL India Private Limited (“UL India”) 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 Service Agreement entered into by the Parties for UL India Certification Scheme 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.** UL India will evaluate Client’s products in accordance with the UL India Certification Scheme Document Number: 12-GC-P0850 dated 2020-03-17 as may be amended from time to time (“UL India Certification Scheme Requirements”). The UL India Certification Scheme is administered by UL India. The Services requested by Client for specific projects shall be set out in a Quotation or Project Confirmation.
2. **Product Investigation.** Upon Client’s submitting a device, equipment, material, documents or system (“Product”), UL India will provide a Product Investigation and issue a Product Test Report designed to assess the Product’s conformity to the UL India Product Certification Scheme Requirements. A Product Investigation consists of the following:
 - a. Performance of tests on samples of a Product, in accordance with UL India Certification Scheme Requirements; and/or
 - b. Evaluation of Product construction criteria by examination of Product documentation and testing documentation of the samples of the Product, in accordance with the UL India Certification Scheme Requirements.
3. **Price.** A Quotation or Project Confirmation will establish the price for Services. The price will depend upon the type of product and the investigation requirements. All Quotations and Project Confirmations are subject to change at UL India’s discretion, upon reasonable notice to the Client, due to any additional project specific requirements or scope changes. However, UL India’s decision will be final and binding.
4. **Compliance with UL India Certification Scheme Requirements.** If UL India determines that a Product submitted is in compliance with all applicable UL India Certification Scheme Requirements, UL India will issue a Certificate of Conformity (“CoC”) to Client. UL India reserves the right to notify Client if the Product fails to comply with the UL India Certification Scheme Requirements.

UL India also reserves the right withdraw the CoC if, in the sole opinion of UL India, the Client obstructs in any way the aim, operation or development of the UL India Certification Scheme, fails to take action regarding misuse of CoC, or otherwise violates the UL India Certification Scheme Requirements.

5. **UL India Certification Scheme and ISO/IEC 17065 Requirements.** As an accredited certification body, UL India’s Certification Scheme will comply with ISO/IEC 17065. Consistent with these requirements, Client understands and expressly agrees that, according to section 4.1.2.2 of ISO/IEC 17065:
 - 5.1 Client will, at all times, fulfill the certification requirements, including implementing appropriate changes when they are communicated by UL India (4.1.2.2 a).
 - 5.2 Client will make any claims regarding certification consistent with the scope of certification (4.1.2.2 d).
 - 5.3 Client will not use its product certification in such a manner as to bring UL India into disrepute and does not make any statement regarding its product certification that UL India may consider misleading or unauthorized (4.1.2.2).
 - 5.4 Upon suspension, withdrawal, or termination of certification, the Client will discontinue its use of all advertising matter that contains any reference thereto and takes action as required by the UL India Certification Scheme and takes any other required measure (4.1.2.2 f).
 - 5.5 If Client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the UL India Certification Scheme (4.1.2.2 g).

5.6 In making reference to its product certification in communication media such as documents, brochures or advertising, the Client will comply with the requirements of UL India or as specified by the UL India Certification Scheme. (4.1.2.2 h).

5.7 Client will inform UL India, without delay, of changes that may affect its ability to conform with the certification requirements such as modifications to the product. (4.1.2.2 k).

- 6. Complaints/Appeals.** Client acknowledges its willingness to support UL India's public safety mission and that UL India is entitled to receive information received, developed or collected by Client regarding registered products compliance with the UL India Certification Scheme Requirements. Client shall keep a record of all complaints made known to the Client relating to any Product's compliance with the UL India Certification Scheme Requirements. Client agrees to make such records available to UL India when requested. Client agrees to take appropriate action to respond to such complaints and any noncompliance with the UL India Certification Scheme Requirements and keep a record of such actions.
- 7. Use of Names and Marks.** UL India Certification Scheme Services shall not result in UL India issuing product safety certification or any authorization to use any Marks. Unless explicitly authorized by UL India, Client shall not use UL India 's, or any other UL Company's, name, abbreviation, or symbols, or any other form of reference which may be interpreted to refer to UL India 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.

UL India's sole obligation under these Service Terms is to determine whether the Product complies with the Requirements of the applicable standards and UL India Certification Scheme.