

SERVICE TERMS: UL-AR S MARK CERTIFICATION SERVICES

These Service Terms shall govern UL-AR S Mark Certification Services performed by the UL Solutions Contracting Party. 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 UL-AR S Mark Certification Services. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

A. UL-AR S Mark Certification Service.

1. Client understands that UL Solutions Contracting Party, will perform, witness, or evaluate the examinations, tests, inspections, results, and/or data to determine compliance of the tested product(s) with requirements of any applicable former Argentina Secretary of Industry, Commerce and Mining Resolution, as amended and incorporated into applicable national law, and any other applicable laws, regulations and standards ("Certification Requirements").
2. Client desires that UL Solutions Contracting Party surveillance services, including Initial Production Line Assessments and Continued Annual Production Inspections ("Surveillance Services"), be established in accordance with UL Solutions Contracting Party and ISO/IEC 17065 requirements and that use of the Argentine "UL-AR S Mark", on the product be authorized.
3. The Client agrees that UL Solutions Contracting Party, in performing its functions in accordance with its objects and purposes, does not assume or undertake to discharge any responsibility of the Client to any other party or parties. The Client recognizes that the opinions and findings of UL Solutions Contracting Party represent its judgment given with due consideration to the necessary limitations of practical operation and in accordance with its objects and purposes, and agrees that UL Solutions Contracting Party does not warrant or guarantee its opinions or that its findings will be recognized or accepted.
4. The Client shall establish and maintain a program of production, inspection and tests so as to assure ongoing compliance of the covered product bearing the UL-AR S Mark with UL Solutions Contracting Party's Certification Requirements. Client agrees to promptly inform UL Solutions Contracting Party of any intended changes to the product or other activities that could affect the Client's ability to assure the continuing conformity of the product with the Certification Requirements.
5. The Client agrees that it will cooperate with and assist UL Solutions Contracting Party in ascertaining the facts if it is reported that Client's covered product is not in compliance with Certification Requirements, including sharing such information as the Client acquires regarding the reported noncompliance, and also agrees to take and report to UL Solutions Contracting Party on such corrective action (including recall) as is necessary to correct any substantial hazard that is found to exist.
6. Client agrees to investigate and to keep a record of all complaints made known to Client relating to any product's compliance with Certification Requirements, and to make these records available to UL Solutions Contracting Party when requested. Client agrees to take appropriate action to respond to such complaints, any deficiencies found in products that affect compliance with the requirements for certification, and any noncompliance with Certification Requirements and to keep a record of such actions.
7. If a revision in the Certification Requirements is adopted or the Certification Requirements are withdrawn during the term of the Service Agreement, UL Solutions Contracting Party shall determine the date by which use of the UL-AR S Mark shall terminate and shall notify the Client of such date. The Client agrees to comply with any such notice. If the Certification Requirements are revised, the continued coverage of the product and the rights of the Client to use the UL-AR S Mark beyond the specified date shall be contingent upon a revised product being submitted to UL Solutions Contracting Party and found to comply with the Certification Requirements. The continued coverage of the product and the right of the Client to use the UL-AR S Mark beyond the specified date shall be contingent upon the product being revised by the Client to comply with the Certification Requirements. If the product is found not to comply with the revised Certification Requirements, or if the requirements are withdrawn, the coverage of the product shall be terminated on the specified date and the right to use the UL-AR S Mark will cease on that date.

Where examination and/or testing of the product is necessary to determine its compliance with new or revised Certification Requirements, the cost of such determination shall be charged to the Client.

B. Marks.

1. If UL Solutions Contracting Party finds that Client's product conforms to the Certification Requirements, the Client shall be eligible to receive the UL-AR S Mark. The establishment and maintenance of the UL-AR S Mark is contingent upon the product's continued compliance with the Certification Requirements, the terms and conditions of the Service Agreement and payment of the applicable annual fees payable for use of the UL-AR S Mark according to the internal invoicing procedures of UL Argentina. The Client assumes full responsibility for its use of the UL-AR S Mark and agrees that its product will be in compliance with the Certification Requirements at all times. The Client agrees that its use of the UL-AR S Mark constitutes its declaration that UL Solutions Contracting Party has assessed its product in accordance with the applicable laws, regulations and standards and that the products covered by the UL-AR S Mark are in accordance with the Certification Requirements.
2. The UL-AR S Mark shall be obtained and used only when and, in the manner, authorized by UL Solutions Contracting Party and subject to the control of UL Solutions Contracting Party. The UL-AR S Mark shall be legible and shall not be readily transferable from one product to another. Unless otherwise specifically authorized by UL Solutions Contracting Party, the UL-AR S Mark for use on or in connection with the covered product shall be included in the current product's label. Client agrees that UL Solutions Contracting Party shall retain the right to control use and display of the UL-AR S Mark.
3. Except where otherwise specifically authorized, the UL-AR S Mark shall be applied to or used in connection with the covered product only by the Client and only at the location of manufacture or assembly authorized by UL Solutions Contracting Party. The Client shall not use the UL-AR S Mark nor in any other way make use of the name, logo or identifying number, or any other form or reference which may be interpreted to mean UL Solutions Contracting Party or any of its affiliates or related companies, including the "UL in a circle" logo, on or in connection with products not authorized by UL Solutions Contracting Party or its affiliates or related companies, or products not made in compliance with the Certification Requirements.
4. The Client agrees that the promotion of its product utilizing the UL-AR S Mark, or the name, logo or identifying number of UL Solutions Contracting Party or any of its affiliates or related companies, would mislead the public if such product does not comply with applicable laws, regulations and standards or is used in any way not authorized by UL Solutions Contracting Party. The Client agrees that any breach of the Service Agreement in this respect could not adequately be compensated for in money damages. The Client agrees that if it violates any terms or conditions of the Service Agreement, a temporary injunction may be issued at the instance of UL Argentina restraining the Client from further use of the UL-AR S Mark, the name, logo or identifying number or any other reference to UL Argentina or any of its affiliates or related companies, in any manner whatsoever. The granting or issuance of such temporary injunction shall not affect UL Solutions Contracting Party's right to compensatory and punitive damages for the misuse of the UL-AR S Mark, UL Solutions Contracting Party's name, logo or identifying number and shall be in addition to, and not in lieu of, any other rights and remedies provided by the Service Agreement.
5. UL Solutions Contracting Party will permit the use of appropriate references to UL Solutions Contracting Party in the form or text authorized hereunder in promotional or advertising material solely in connection with covered products that bear the UL-AR S Mark, provided that in the opinion of UL Argentina the promotional or advertising material is not in conflict with the findings and coverage of UL Solutions Contracting Party and that the reference to UL Solutions Contracting Party in no way tends to create a misleading impression as to the nature of UL Solutions Contracting Party's findings, its coverage and service. The Client agrees that the provision and/or reproduction of certification documents to others shall be done by client in their entirety or as specified in the Certification Requirements and by certification scheme.
6. The Client shall not use the certification in any manner that may damage UL Solutions Contracting Party's reputation, trademarks and names and shall refrain from using the certification or make any statement regarding its product certification that UL Solutions Contracting Party may consider misleading or unauthorized. The Client agrees to hold UL Solutions Contracting Party harmless and to defend and indemnify UL Solutions Contracting Party against any loss, expense, liability, or damage, including reasonable attorney's fees, arising out of any misuse by the Client of the UL-AR S Mark or arising out of any violation by the Client of the terms and conditions of these Service Terms.

C. Surveillance Service.

1. The Client agrees that during the continuance of coverage, UL Solutions Contracting Party shall conduct Surveillance Services in accordance with established procedures under which representatives of UL Solutions Contracting Party will make examinations or witness the performance of in-factory periodical products examinations or tests and may, from time to time, select samples from the factory, the open market, or elsewhere to be sent to a UL Solutions Contracting Party testing station for examination to determine compliance with the Certification Requirements.
2. UL Solutions Contracting Party's representative shall, at all times during business hours or when the factory or storage facilities are in operation, have free, and immediate access to the factories and other facilities wherein the products, or any of their components, may be fabricated, processed, finished, stored or located in order that such representative may properly perform his functions under the Surveillance Service. The right of UL Solutions Contracting Party's representative to obtain such free access to the factory or other such facilities shall not be conditioned upon the execution of any agreement, waiver, or release which in any way purports to affect his legal rights or the rights or obligations of UL Solutions Contracting Party, and any such document executed in contravention of this provision shall be without force or effect. UL Solutions Contracting Party, however, shall direct its representatives to exercise due care in complying with any plant safety regulations which may be applicable generally to the Client's plant personnel. Client agrees to ensure access by representative from Accreditation bodies in order for them to monitor inspectors conducting inspections in the Production Site(s).
3. The Client agrees that any sampling, tests, Surveillance Services and any assessments conducted by UL Solutions Contracting Party in connection therewith, is designed to serve only as a check on the means which the Client exercises to determine compliance of the products with the Certification Requirements, and that the Client is in no way relieved of its responsibility for its products that are subject to the UL-AR S Mark issued by UL Solutions Contracting Party.
4. Should any examination or test during Surveillance Services disclose features which in the opinion of UL Solutions Contracting Party's representative are not in compliance with the Certification Requirements, the Client will either correct such items or remove the UL-AR S Mark from such products as are designated by UL Solutions Contracting Party's representative.
5. It is understood that the cost of the Surveillance Services is defrayed by charges, which vary according to the nature and extent of the Surveillance needed. Charges for maintaining and conducting the Surveillance service will be billed to the Client at current rates which may be changed from time to time as UL Solutions Contracting Party may determine and upon written notice to the Client. It is understood that where an abnormal amount of time is required as a result of the Client's failure to conform to the Certification Requirements, or where the Client's control procedures are below what is considered normal under the circumstances, the cost of the extra service shall also be billed to the Client. The Client agrees to pay the charges for the Surveillance service upon presentation of invoices and shall be considered in default if the charges are not paid within thirty (30) days after presentation of invoices.
6. Upon termination of the Service Agreement or default of Client's obligations under the Service Agreement, Client's authorization to hold and use any UL-AR S Mark shall cease. Client shall surrender its UL-AR S Mark(s) to UL Solutions Contracting Party and discontinue any reference to or use of any UL-AR S Mark or any other form or reference to UL Solutions Contracting Party on or in connection with its product. The Client understands that UL Solutions Contracting Party may notify vendors, authorities, potential users and others of an improper or unauthorized use of UL Solutions Contracting Party's UL-AR S Mark or any other improper or unauthorized reference to UL Solutions Contracting Party that in its judgment is necessary in the interest of public safety or for its own protection. The foregoing does not in any way limit the actions that UL Solutions Contracting Party may take in the event of the termination of any rights or authority conferred by this Service Terms.