CALIBRATION SERVICES TERMS AND CONDITIONS

These Service Terms and Conditions shall govern Calibration Services performed by UL and set out the responsibilities and obligations of the Client. 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. UL will provide calibration services for Client. The provision of calibration services shall not result in UL product safety certification of any product, or registration of any management system. The calibration services requested by Client and to be provided by UL for specific projects shall be set out in individual Quotations or Applications (“Quotation”).

2. Price. UL’s Quotation will establish the price for UL’s Services. UL’s Quotation will depend upon the type of product and the calibration requirements. UL’s Quotation is subject to change at UL’s discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.

3. Estimated Schedule. UL will provide Client with an estimated time schedule in the Quotation for each calibration service. This schedule is only an estimate. Each calibration service is different and the schedule will depend on the particular service being conducted. UL reserves the right to amend the schedule at its discretion, upon reasonable notice to Client; or terminate the calibration service if, in UL’s sole discretion, the equipment cannot be properly calibrated. In such event, Client will be required to pay for the time and resources expended on the service up to the time of termination.

4. Shipping. Client shall ship the product(s) to be calibrated to UL at Client’s expense and risk. Client shall provide UL with shipping and packaging instructions for returning the calibrated product(s) to Client, such return shipping to also be at Client’s expense and risk. Any insurance for the shipments will be at Client’s discretion and expense.

5. Continued Calibration. UL will ship the calibrated product(s) in accordance with Client’s instructions. As UL has no control over the shipping or the use of the calibrated product(s) after leaving UL’s premises, UL accepts no liability for the continued calibration of the products after shipment.

6. Deliverables. UL will calibrate the product(s) and will provide Client with a calibration report. UL will attach a sticker to the calibrated product(s), verifying the date of calibration and the date by which calibration is next due. The sticker will not contain the UL certification mark. If the product(s) cannot be properly calibrated, UL will note the product defects in the calibration report.

7. Use of Names and Marks. Calibration Services shall not result in UL product safety certification or any authorization to use the Marks. Except as otherwise expressly authorized by UL, Client shall not use UL’s name, abbreviation, symbols, Marks or any other form of reference which may be interpreted to mean Underwriters Laboratories Inc., its subsidiaries or affiliates, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.