FIRE EQUIPMENT SERVICES TERMS
FOR
FACTORY INSPECTION OF NEW AUTOMOTIVE FIRE APPARATUS

These additional Terms shall govern all Fire Equipment Services (“FES”) Factory Inspection of New Automotive Fire Apparatus performed by Underwriters Laboratories Inc., its subsidiaries and affiliates (“UL”), and set out the responsibilities and obligations of a UL client (“Client”). These Terms are incorporated by reference into UL’s Global Services Agreement and are an integral part of the Agreement with UL.

1. **Scope of Service.** Upon Client’s request, UL will perform a factory inspection of new automotive fire apparatus, including, without limitation, aerial devices and fire pump systems (“New Automotive Fire Apparatus”), according to the appropriate provisions of Standard 1901 for Automotive Fire Apparatus, as promulgated by the National Fire Protection Association (NFPA) (the “FES Services.”). The FES Services requested by Client and to be provided by UL shall be set out in quotation letter(s) (“Quotation Letter”).

UL’s Quotation Letter shall be incorporated into and made a part of this Agreement and shall establish the sole purpose, scope, and nature of work to be provided by UL. UL agrees to inspect the New Automotive Fire Apparatus described in the Quotation Letter, and report the results of such inspection. Except as recorded in the report, UL makes no statement, express or implied, as to the construction, materials, or design of such New Automotive Fire Apparatus.

Each Quotation Letter issued under this Agreement covers inspections determined to be appropriate for the New Automotive Fire Apparatus. Upon conclusion of the inspection, UL will issue an inspection report and, if appropriate, issue a Certificate of Inspection. In the event additional services are requested by Client or required by UL, a new Quotation Letter with a new cost limit may be required. Charges are due and payable, without discount, upon completion of the work, and upon presentation of invoices. It is understood that Client’s obligation for all charges accruing under this Agreement continues in full force and effect irrespective of whether the inspection does or does not result in a Certificate of Inspection. It is further understood that Client is responsible for payment of all bank fees incurred with wire transfers.

2. **Price.** UL’s Quotation will establish the price for the FES Services. UL’s Quotation will depend upon the type of product and the inspection requirements. UL’s Quotation is subject to change at UL’s discretion, upon reasonable notice to Client, and depending upon the requirements of the specific project. A new Quotation Letter will be issued if UL changes its pricing or services.

3. **Requirements, Specifications, and Protocols.** Client is solely responsible for establishing or selecting all requirements, specifications, and protocols that UL may use in performing FES services, regardless of the source of information used to develop the requirements and specifications. For purposes of UL’s FES Services, Client acknowledges that it is responsible for selecting Standard 1901 for Automotive Fire Apparatus, as promulgated by the NFPA. UL may be able to provide Client with assistance in developing protocols that meet Client’s needs. In all cases, however, Client must review and approve the final requirements and protocols.

The Client recognizes that many procedures required by UL’s FES Services under this Agreement are inherently hazardous and require the loading of the New Automotive Fire Apparatus under the conditions stated in the NFPA standards. The Client agrees that UL neither assumes nor accepts any responsibility for any injury or damage to property or personnel that may occur during or as a result of such FES Services. **CLIENT IS SOLELY RESPONSIBLE FOR PROVIDING A SAFE AND SUITABLE INSPECTION SITE ALONG WITH A QUALIFIED OPERATOR OF THE APPARATUS AS DESCRIBED IN THE QUOTATION LETTER.**

The Client agrees that UL, 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 UL’s opinions and findings 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 does not warrant or guarantee its opinions or that its findings will be recognized or accepted.

4. **Estimated Schedule.** Each FES project 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.

5. **Inspection Site.** UL may perform FES Services on-site at Client’s facilities, or, upon Client’s request, at facilities of other parties. Client agrees that UL representatives shall have safe, secure, and free access to the facilities where the requested services will be performed. UL shall direct its representatives to exercise due care in complying with any safety regulations which may be generally applicable to the facility’s personnel. Access to the facilities by UL representatives shall not be conditioned upon the execution of any agreement, waiver, or release. If UL representatives are prevented from performing or completing any on-site services for any reason beyond UL’s reasonable control, UL shall not be responsible for the non-performance, and Client may be charged for any actual expenses UL incurs, including part of the price equal to the cost of services already performed.

6. **Deliverables.** When UL completes the FES Services, UL will provide Client with a report and/or Certificate of Inspection outlining the method and results of the FES Services. If UL requires the Client to resolve any items that do not comply with NFPA Standards and/or the FES Services, Client will correct these items prior to UL issuing a report and/or Certificate of Inspection. Except as recorded in the report and/or Certificate of Inspection, UL makes no statement, express or implied, as to the construction, materials or design of such New Automotive Fire Apparatus.

The Client agrees that UL, 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 UL’s opinions and findings 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 does not warrant or guarantee its opinions or that its findings will be recognized or accepted. The FES Services, report, and/or Certificate of Inspection provided under this Agreement are provided solely for the benefit and exclusive use of the Client.

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