

RoHS TESTING AND CERTIFICATION SERVICES TERMS

These additional Terms shall govern the Restricted Substances Compliance Solutions (“RSCS”) RoHS Testing and Certification Services performed by Underwriters Laboratories Inc., its subsidiaries and affiliates (“UL”), and set out the responsibilities and obligations of a UL client. These Terms are incorporated by reference into UL’s RSCS Services Agreement and are an integral part of the Agreement with UL.

A. UL RoHS Service.

1. **Scope.** UL will test devices, equipment, or materials (“Product”) to develop data regarding the presence of certain substances to assess the Product’s conformity with UL’s RSCS RoHS testing and certification requirements including, without limitation, the Directive 2002/95/EC of the European Parliament and of the Council of 27 January 2003 on the restriction of the use of certain hazardous substances in electrical and electronic equipment, as amended, (“RoHS Directive”) and applicable requirements, and UL’s Surveillance Document (collectively, the “UL Requirements”) and the eligibility of those Products for UL’s RoHS certification and surveillance service, (“UL RoHS Service”). The RoHS testing and certification services requested by Client and to be provided by UL for specific projects shall be set out in individual quotations (“Quotation”).

These additional Terms apply to a client’s relationship with UL as: (a) an “Applicant” who submits Product(s) to UL for investigation to assess the Product’s conformity with the UL Requirements and the eligibility of those Products for UL RoHS Service; (b) a “Manufacturer” who manufactures or assembles Products covered by UL RoHS Service; and/or (c) a “Participant” whose name is listed in UL’s published records in connection with Products covered by UL RoHS Service. Before UL establishes UL RoHS Service for a Product, the Applicant must provide UL with the intended Participant’s company name and address (if different than the Applicant), the name of the Manufacturer(s), and the address of the factory(ies) where the Product is manufactured or assembled. Participant authorizes UL to publish its name and other information regarding the Product in UL’s published records.

"Client" shall refer to a party acting as an Applicant, Manufacturer, or Participant, unless otherwise indicated. No UL RoHS Service will be established or maintained unless all appropriate Applicants, Participants, and Manufacturers have entered into and comply with the terms of the applicable Agreement with UL.

2. **Product Investigation.** A Product investigation involves the performance of tests and evaluation to determine compliance with UL Requirements and acceptability of a Product for UL RoHS Service. UL will accept test data developed by UL and by Client and third-party laboratories participating in UL’s RSCS Qualified Laboratory Program (“Qualified Laboratory”). A list of Qualified Laboratories is available upon request. In order for test data developed by UL and Qualified Laboratories regarding Client’s Product to be eligible for UL RoHS Service, **all** facilities and locations involved in the manufacture of such Products must participate in and be covered by UL RoHS Service, including without limitation execution of UL’s Restricted Substances Compliance Solutions Services Agreement. If UL determines, in its sole opinion, that submitted Products are eligible for UL RoHS Service, UL will permit the use of UL’s registered RoHS Certification Mark (“RoHS Mark(s)”) under the Agreement.
3. **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 the findings. If appropriate, UL will provide Client with an estimated time schedule in the Quotation for Product investigation. *This schedule is only an estimate.* Unless otherwise agreed in writing, Client agrees that UL, its trustees, members, officers, employees, subcontractors, and agents, shall have no obligation or liability for any damages including, without limitation, consequential damages, or for specific performance arising from any delay in performance of Product investigation or other UL RoHS Service of this Agreement.
4. **Compliance with UL Requirements.** If UL determines that a Product is eligible for UL RoHS Service, Client agrees that it will comply with the applicable UL Requirements at all times including: (a) the description, specifications, and requirements contained in the Surveillance Document; and (b) the RoHS Directive.
5. **RoHS Surveillance.** Client recognizes that UL’s RoHS Surveillance is an integral part of UL RoHS Service and includes, without limitation, inspection of facilities where Products covered by UL RoHS Service are manufactured or assembled, and additional testing to determine whether manufactured Products are eligible for UL RoHS Service. UL’s RoHS Surveillance, and any sampling, inspections, or tests conducted by UL as part of the RoHS Surveillance, does not relieve Client of any responsibility for its Products, and is designed only to serve as a check on the means the Manufacturer(s) use to determine compliance of the Products with UL Requirements.
6. **RoHS Surveillance Document.** Upon UL’s determination that a Product is eligible for UL RoHS Service, UL will prepare and lend a RoHS Surveillance Document for the Product (the “Surveillance Document”) to the Manufacturer(s). UL will issue the Surveillance Document only after establishment of UL RoHS Service in the form and manner UL determines. The Surveillance Document contains provisions and conditions identifying and defining the Product, the UL RoHS Service, the conditions that apply for use of the RoHS Mark in connection with the Product, and the facilities where UL RoHS Marks are to be applied.
7. **Initial Product Inspection.** Before UL authorizes the application of the UL RoHS Mark to any Product, UL reserves the right to conduct an “Initial Production Inspection” (IPI) to determine whether the manufactured Products conform to UL Requirements. The IPI is intended to evaluate whether each Manufacturer of a certified Product is producing the Product in accordance with

UL's Requirements, including the requirements of the Surveillance Document, commencing with the very first production run. Client acknowledges that the Manufacturer(s) of the Product must demonstrate to UL's satisfaction that the Manufacturer(s) will produce the Product in accordance with this Agreement, including, without limitation, the Surveillance Document. To assure that Products bearing the RoHS Marks comply with UL Requirements, the Manufacturer(s) shall establish and maintain a program of production, inspection, and testing. UL RoHS Service shall be terminated for any Product that, for any reason, is no longer eligible for UL RoHS Service.

8. **RoHS Surveillance Inspections.** Client agrees that UL representatives will make periodic examinations or tests of the Products at factories where covered Products are manufactured. UL may, from time to time, select samples at the factory, place of sale, or elsewhere, for examination or testing to determine compliance with UL Requirements.
9. **Access to Facilities.** Client agrees that UL's representatives shall have free, unannounced, immediate, safe and secure access to factories or storage facilities where the Products or any components are fabricated, processed, finished, stored, or located, at all times during normal business hours or when the factory or storage facilities are in operation. Client agrees to provide UL's representatives with all safety and other protections required by law for Client's own employees including, without limitation, all U.S. Occupational Safety and Health Administration rules and regulations. The right of UL's representatives to obtain free access to a factory or storage facility shall not be conditioned upon the signing of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of UL or UL's representative. If UL's representatives sign such an agreement, waiver, or release, it shall be considered void and have no force and effect. However, UL shall direct its representatives to exercise due care to comply with any plant safety regulations generally applicable to personnel at the factory or storage facility.
10. **Access to UL RoHS Marks.** The Manufacturer(s) shall make all UL RoHS Marks and the means of applying such Marks available for inspection by UL's representatives at all reasonable times. If UL's examination or tests disclose features which, in the sole opinion of UL's representative, are not in compliance with UL Requirements, the Manufacturer(s) will either correct such items or remove the RoHS Marks from all Products designated by the representative. If the Manufacturer(s) disagree with UL's representative regarding whether a Product is eligible to use the RoHS Marks, the Manufacturer(s) may hold the Product at the factory or storage facility pending an appeal to and a decision by UL.
11. **Modifications.** Client shall inform UL in writing of any intended modification to the Product, manufacturing process, or any relevant quality system, which affect the conformity of the Product with UL Requirements, including without limitation the requirements of the RoHS Directive. The Client is not permitted to apply the UL RoHS Mark, or make any reference in any manner whatsoever to Underwriters Laboratories Inc., on or in connection with any Product incorporating such modifications until UL has completed sufficient evaluation of the modified product, as determined by UL in its sole discretion, and advised the Client in writing that it can apply the UL RoHS Mark or make other appropriate references to UL on or in connection with the modified Product. The Applicant shall be responsible for all UL expenses and fees, at UL's then current rates, arising from UL's evaluation of the modified Product.
12. **Revisions to UL Requirements.** Client agrees that, if a revision to UL Requirements is adopted, or the UL Requirements are withdrawn during the term of the Agreement, UL shall determine the applicable termination date by which Client must cease using the RoHS Mark, and shall notify the Client of such termination date. Client agrees to comply with any such termination notice. If the UL Requirements are revised, the continued coverage of the Product, and the rights of the Client to use the RoHS Mark beyond the specified termination date, shall be contingent upon a revised Product being submitted to UL, found to comply with the applicable UL Requirements, and appropriate revisions made in the Surveillance Document. If the Product does not comply with the revised UL Requirements, or if the UL Requirements are withdrawn, the coverage of the Product shall terminate on the specified date and the right to use the RoHS Mark will cease on that date. Where examination and/or testing of the Product is necessary to determine its compliance with new or revised UL Requirements, the cost of such determination shall be charged to the Applicant on the same basis as a new Product submittal.
13. **Complaints.** Client acknowledges that UL is entitled to receive information received, developed or collected by Client regarding a product's compliance with the UL Requirements. Client shall keep a record of all complaints made known to the Client relating to any product's compliance with UL Requirements. Client agrees to make such records available to UL when requested. Client agrees to take appropriate action to respond to such complaints and any noncompliance with UL Requirements and keep a record of such actions.

B. Fees and Expenses.

1. **Product Investigation Fees.** UL will establish a fee for each Product Investigation (including engineering, technical, and support personnel charges) and provide this fee in a Quotation to Client. Unless otherwise agreed in writing, UL will bill the Applicant for all Product Investigation fees. The fee shall cover one examination and set of tests that UL determines are appropriate for the Product (not including testing of additional samples, separate investigations of components of a Product, or reimbursable expenses), and the preparation of a report.
2. **RoHS Surveillance Fees.** Unless otherwise agreed in writing, UL will bill the Applicant for RoHS Surveillance at UL's current rates, which may change from time to time, as determined by UL, in its sole discretion, and upon notice to Applicant. RoHS Surveillance charges may vary depending upon the nature and extent of the necessary inspection, testing and evaluation,

including any extra costs resulting from the failure of a Product to conform to UL Requirements or insufficient Manufacturer quality control procedures.

3. **Field Report Investigation Fees.** UL will bill Applicant at UL's then current rates for investigations and corrective actions resulting from unauthorized use of the RoHS Mark and/or the failure of a covered product to conform to UL Requirements, including (a) the description, specifications, and requirements contained in the Surveillance Document; and (b) the RoHS Directive.
4. **Expenses.** Unless otherwise agreed in writing, UL will bill Applicant for all reimbursable expenses associated with a Product Investigation and UL's RoHS Surveillance which may include, without limitation: travel expenses; carrier, communications and special equipment charges; materials, energy and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of UL reports and other documents.

C. UL RoHS Mark.

1. **UL Ownership.** Client acknowledges that UL owns several Marks including, without limitation, "Underwriters Laboratories Inc.," "UL", and the "UL RoHS" Marks ("UL Marks"). Client shall not use UL's name, or any abbreviation or symbol or UL Marks thereof, on or in connection with, Products, containers or packaging, unless and until expressly authorized by the Surveillance Document, and then only in the form or manner specified in the Surveillance Document, e.g., Client may not refer to a Product submitted for UL RoHS Service as "UL pending." Client agrees that UL may notify vendors, authorities, potential users, and others, of any improper or unauthorized use of the UL Marks or reference to UL when, in UL's sole opinion, is necessary. Client assumes full and complete responsibility for its use of the RoHS Mark. Client agrees that it will, through proper inspection or otherwise, determine that Products bearing the RoHS Mark have been made in compliance with UL Requirements. Client agrees that its use of the RoHS Mark constitutes its declaration that the Products are covered by UL RoHS Service and have been made in compliance with UL Requirements.
2. **Form of UL Marks.** Unless otherwise authorized by UL, the RoHS Marks shall be in the form of separable, legible labels not readily transferable from one Product to another. Orders for separable labels shall be processed through UL and obtained only from a printer or manufacturer of RoHS Marks authorized by UL.
3. **Ownership of Labels.** Notwithstanding that the manufacturing cost of labels or other means of applying the RoHS Marks are not paid by UL, it is agreed that title to and control of labels, markers, or other means of marking, shall be vested in UL until such time as the RoHS Marks are properly applied to the covered Product in accordance with the Agreement. UL's representatives shall have the right, on demand, to acquire possession of any or all unused labels, markers, or other means of applying the RoHS Marks when, in the opinion of UL's representative, that action is warranted.
4. **Misuse of UL Name or RoHS Mark.** Client agrees that the manufacture, sale, delivery, shipment, distribution, or promotion, of any Product utilizing a RoHS Mark or description referring to UL would mislead the public if such Product is not covered by UL RoHS Service; does not comply with UL Requirements including without limitation, the RoHS Directive requirements or the Surveillance Document; or if the RoHS Marks are used in any other way than as provided in this Agreement and the applicable Surveillance Document. Client agrees that such a breach of this Agreement could not be adequately compensated for in money damages. Client agrees that a temporary injunction may be issued at UL's request to: (i) prohibit Client from using the RoHS Marks or referring to UL in any manner; (ii) prohibit Client from selling, offering for sale, delivering, or distributing, any Products bearing the RoHS Marks or referring to UL in any way; (iii) prohibit Client from publishing UL reports or other documentation in any media, including, without limitation, on the Internet, after withdrawal of permission to apply the RoHS Mark to a Product; or (iv) provide any other appropriate relief. The parties agree that such a temporary injunction shall not affect UL's right to compensatory or punitive damages for misuse of the RoHS Marks or UL's name, abbreviations, or symbols, and shall be in addition to and not in lieu of any other rights and remedies provided by this Agreement or law.
5. **Use of UL Name and UL Marks in Advertising and Promotional Materials.** UL will permit the use of appropriate references to Underwriters Laboratories Inc., such as "RoHS Certified by Underwriters Laboratories Inc.," "Underwriters Laboratories Inc. RoHS Certified," "UL RoHS Certified," "RoHS Certified by U. L., Inc.," or the form or text (wording) specified in the Surveillance Document in promotional or advertising material, in any form including, without limitation, print or electronic media, solely in connection with covered Products that bear the RoHS Marks, provided that, in UL's sole opinion, the promotional or advertising material is not in conflict with the findings and coverages of UL and that the reference to Underwriters Laboratories Inc. in no way intends to create a misleading impression as to the nature of UL's findings, its coverages, and Service. Except for the RoHS Mark that is prescribed for use in a specific relevant Surveillance Document, no other UL Marks may be used in the advertising and promotional material supplied with covered Product, unless otherwise authorized by UL. In those instances where a Mark is used, any text which is required by the Surveillance Document shall be set forth in full.

D. Data Included in RSCS Database.

1. **Consent to Disclosure of Data.** Client agrees that UL may give Client and third-parties access to Client's data and information contained in UL's RSCS Database as set forth in this Agreement. Client shall have access to all information pertaining to its product contained in the RSCS Database. Client authorizes UL to disclose to third parties data and information pertaining to

Client's product including the UL file number, Client name and contact information, product part number and generic product type, date(s) of testing or surveillance activities, status of certification and the client established Reporting Limit Value ("RLV"), if any (collectively, "Client Shared Information"). Non-Client Shared Information regarding Client's product or tests contained in UL's RSCS Database is password protected and may be released to third parties with Client's written consent.

- 2. Identification of Client Data and Information.** Client acknowledges and agrees that UL may specifically identify any test data or information contained in UL's RSCS Database that is related to any Product which UL, in its sole discretion, determines does not meet UL Requirements. However, Client agrees that it is solely responsible for and shall notify its own customers or other interested third parties regarding any non-compliance with UL's Requirements.