

<?template:RSTC?> **February 13 2018 Terms and Conditions:**

**All services are governed by the following Terms and Conditions.**

<p><b>1.</b></p>	<p><b>Services.</b> The UL Contracting Party (“we”, “us”, or “our” as the context requires) will perform Audit Services (as defined below) and/or Advisory Services (also defined below) in accordance with requirements, specifications, and/or protocols you have established (“Your Requirements”) as described in our: project proposal, quotation, or order acknowledgment (“Quotation”).</p> <p><b>a. Audit Services:</b> We will perform on-site assessments against standards informed by Your Requirements (“Audit Services”). The Audit Services process consists of a sampling exercise only and does not guarantee that the audited site prior, during or post-audit, is in full compliance with Your Requirements, laws or industry or international standards. The Audit Services do not involve any assessment or evaluation to independent safety certification standards, and we and our affiliates have no responsibility to make any independent safety assessment. The Audit Services process is point in time based and may include any or all of the following: records review, worker interviews, management interviews, and visual observation of sites.</p> <p><b>b. Advisory Services:</b> We will perform advisory, consulting, regulatory research, training, protocol development, and/or other professional advisory services (“Advisory Services”) in accordance with Your Requirements. As a prerequisite to our delivery of the Advisory Services, you will: (a) fulfill your responsibilities as specified in the Quotation; (b) ensure that all assumptions contained in the Quotation are accurate; (c) provide us with reliable, accurate and complete information, as required; (d) make timely decisions and (e) obtain required management approvals. Nothing in these Terms and Conditions will require us to evaluate, advise on, modify, confirm, or reject your decisions or approvals.</p>
<p><b>2.</b></p>	<p><b>Retailer Programs.</b> If you request us to test compliance with retailer, carrier or other third party program (“Retailer”) by requesting Services under the Retailer’s program, you consent to our disclosure of all associated information, materials, and deliverables to such Retailer and acknowledge that, notwithstanding any terms to the contrary in these Terms and Conditions, the ownership of the deliverables for the Services will be in accordance with the Retailer’s program.</p>
<p><b>3.</b></p>	<p><b>Payment Terms.</b> You will pay, without set off, our fees and related expenses in accordance with the Quotation including the cost of all taxes, wire or transfer fees, duties, and other fiscal charges which become due on the quoted price and will indemnify us from and against liabilities, incurred as a result of failure to pay any such sums when they become due. We may charge interest at 1% per month (12% per year), or the maximum legal rate if less than 1.0% per month, from the due date until paid fully. You agree to pay reasonable collection costs, including attorneys’ fees, if necessary, in the event of late or non-payment.</p>
<p><b>4.</b></p>	<p><b>Your Requirements.</b> You are responsible for establishing or selecting all Your Requirements that we will use in performing the Services. We may provide you with assistance in developing Your Requirements that meet your needs, however, in all cases you must review and approve Your Requirements to be used in performing the Services.</p>
<p><b>5.</b></p>	<p><b>Estimated Schedule and Price.</b> Any time schedule and pricing terms set forth in this Quotation are estimates only and subject to change upon reasonable notice from us depending upon the specific project.</p>

<p>6.</p>	<p><b>On-Site Investigations.</b> If we perform services on site at your facilities, or at the facilities of other parties as directed by you; you will ensure that our representatives have safe, secure, and free access to the facilities. Our access will not be conditioned upon the execution of any agreement, waiver, or release. If we sign such an agreement, waiver, or release, it shall be considered void and shall be of no force and effect. If our representatives are prevented from performing or completing any services for any reason beyond our reasonable control, we will not be responsible for the nonperformance, and you may be charged for any actual expenses we incur and fees for services performed. We will exercise reasonable care to comply with any facility safety regulations generally applicable to personnel at any such facility.</p>
<p>7.</p>	<p><b>Solicitation of Employees.</b> Inasmuch as the services to be rendered are to be closely coordinated with the staff of the client and UL Responsible Sourcing Inc., it is mutually agreed that UL Responsible Sourcing Inc. and the client will not solicit any of the employees of the other for employment or hire unless prior written consent to do so is obtained from an authorized representative of the other.</p>
<p>8.</p>	<p><b>Deliverables and Ownership of Work Product.</b></p> <p><b>a. Audit Services:</b> The Audit Services deliverable is a report summarizing the findings of the audit on the date specified on the report (the “Audit Report”). The Audit Report is limited to a summary of our assessment against standards informed by Your Requirements. More information may have been obtained during the Audit Services process than is provided in the Audit Report. We are under no obligation to refer to or report on any facts or circumstances which are outside Your Requirements. You will own the Audit Report provided to you pursuant to any Quotation. We may retain a copy of the Audit Report and other materials for our archives and for creating reports for you and third parties, as required by you. All information and material gathered in the execution of the Audit Services is retained for our use.</p> <p><b>b. Advisory Services:</b> All information and material obtained by you through our delivery of the Advisory Services (the “Advisory Deliverables”) is solely for your business purposes. You agree not to do any of the following to all or part of the Advisory Deliverables:</p> <ul style="list-style-type: none"><li>i. License, lease, rent, sell, or assign the Advisory Deliverables to any third party; and</li><li>ii. Obscure, delete, modify or alter any copyright or other proprietary notices.</li></ul> <p>We retain all rights, title and interest in the Advisory Deliverables and all copyright and other intellectual property rights therein, including all methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Advisory Deliverables or that we may develop or supply in connection with these Terms and Conditions.</p>

<p>9.</p>	<p><b>Disclaimers.</b> The services are provided independent of any other UL service and will not result in the issuance of a UL certification mark or badge. The services are provided “as is”, with all faults and without representations and warranties of any kind.</p> <p><b>a. Audit Services:</b> Our Audit Report is based on observation, documentation review and employee and management interviews. Our Audit Report provides only a summary of findings and other applicable information derived from the Audit Services conducted in the specified time frame only. The Audit Report does not confirm or certify compliance with laws or industry or international standards. The Audit Report is derived through sampling only, sampling of documents, sampling of individuals for interview and sampling of areas for observation. This sampling activity does not guarantee that the audited facility is in full compliance with any requirements it was audited against. The Audit Report does not include onsite testing of equipment or evaluation of the building’s safety or code compliance or evaluation to independent safety certification standards. Audit Services are informed by Your Requirements. Audit Services are based on a limited scope of laws and regulations. Some laws and regulations may not be at the disposal of the auditor. Auditors may not be able to verify conformance or compliance to Your Requirements and/or answer the audit report questions due to lack of evidence, information on laws and regulations. The Audit Services do not constitute legal or other professional advice. Use of the Audit Report is at your own risk. You are encouraged to consult with counsel for legal advice.</p> <p><b>b. Advisory Services:</b> The Advisory Services are provided for general information purposes only and are not intended to convey legal or other professional advice. The Advisory Deliverables do not serve as interpretation of any country’s law. While we make reasonable efforts to include accurate information in its law text extracts, translations, and other deliverables, we are not responsible for any discrepancies, inaccuracies, errors or omissions in the Advisory Deliverables. Use of the Advisory Deliverables is at your own risk. You are encouraged to consult with counsel for legal advice.</p>
<p>10.</p>	<p><b>Use of Names and Marks.</b> Except as otherwise authorized by us in writing, you will not use our name, abbreviation, symbols, marks, or the name of any of our subsidiaries, affiliates, or parent on any goods or their containers or packaging, or in connection with any advertising, promotions, or otherwise.</p>
<p>11.</p>	<p><b>Cancellation Fees.</b> If you cancel or change a Quotation for a scheduled audit date, you will be responsible for all incurred non-refundable travel costs associated with that audit. Any change or cancellation of an audit that occurs within 2 business days of the scheduled audit will be charged a fee of one (1) auditor day, in addition to any incurred travel costs. Denied access on the day of the audit will be charged the full audit price, in addition to all travel costs.</p>
<p>12.</p>	<p><b>Data and Document Retention.</b> After the conclusion of the project, we may maintain a copy of all documents relating to the project for as long as we deem appropriate. You shall indemnify us for all costs incurred by us in responding to or opposing any subpoena, document production request or other demand seeking the disclosure of the documents or any related information.</p>

<b>13.</b>	<b>No Warranty.</b> NO REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, IS INCLUDED IN THESE TERMS AND CONDITIONS, OR IN ANY QUOTATION, REPORT, OR OTHER DOCUMENT PROVIDED UNDER THESE TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO: (i) ANY “IMPLIED WARRANTY OF MERCHANTABILITY” OR “FITNESS FOR A PARTICULAR PURPOSE”, (ii) NON-INFRINGEMENT, AND (iii) THAT THE WEB SERVICES (AS DEFINED BELOW) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
<b>14.</b>	<b>Your Information.</b> You represent and warrant that all information and data provided to us by you, or on your behalf, is complete and accurate and may be relied upon to provide services. In addition, you represent and warrant that all of Your Information is owned or licensed by you, and does not infringe on the intellectual property rights of any third party. If any information or data provided to us by you or on your behalf is either incomplete or inaccurate, we will not be liable in any manner for any deficiencies in the services.
<b>15.</b>	<b>Web Services.</b> We may provide you with certain website tools and related services, including the ability to order services online through a website (collectively, the “Web Services”). The Web Services are provided to you as a convenience and are provided on an “as is, as available” basis. By using the Web Services, you acknowledge and agree that no data or content transmitted over our networks, the Internet, or wirelessly, or through or in connection with the Web Services, is guaranteed to be secure or free from unauthorized intrusion, and that data stored by us, our affiliates, or our service providers may be deleted, modified, or damaged. You acknowledge that if you wish to protect your transmission of data or files to us, it is your responsibility to use a secure encrypted connection to communicate with and use the Web Services. Your use of the Web Services is at your sole risk and is subject to any terms of use applicable to such Web Services. Web Services are included in the definition of Services above.
<b>16.</b>	<b>Confidentiality.</b> We will not disclose your information obtained in confidence (“Confidential Information”) to third parties, except our subsidiaries, affiliates, or subcontractors, without your prior written authorization. Confidential Information will not include information: (a) already known to us, (b) publicly available, (c) subsequently acquired by us from other sources without a breach of these Terms and Conditions, (d) disclosure that is necessary to perform the Services, (e) required to be produced by law or government order, or accreditation authority, or (f) related to a product bearing a UL Mark that should be disclosed to us or our affiliates pursuant to another agreement with you. We reserve the right to utilize anonymized data derived from the services described in the Quotation. We will not publish a list of our clients. We will not disclose your identity or the type of services we are providing you without your prior written consent.

17.	<p><b>LIMITATION OF LIABILITY.</b> OUR LIABILITY FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE OF ANY NATURE AND HOWSOEVER ARISING FOR ANY BREACH OF CONTRACT AND/OR ANY FAILURE TO EXERCISE APPROPRIATE SKILL AND CARE BY US WILL UNDER NO CIRCUMSTANCE EXCEED THE FEES RECEIVED FOR THE SPECIFIC SERVICES WHICH GIVE RISE TO SUCH CLAIMS. UNDER NO CIRCUMSTANCE WILL WE HAVE ANY LIABILITY FOR ANY CLAIMS FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO: LOSS OF PROFITS, GOODWILL, USE, DATA, FUTURE BUSINESS, OR PRODUCTION; CANCELLATION OF CONTRACTS ENTERED INTO BY YOU; OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). UNDER NO CIRCUMSTANCE WILL WE BE LIABLE TO YOU FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE UNLESS SUCH CLAIM IS BROUGHT UNDER SECTION 25 (DISPUTES) WITHIN TWELVE MONTHS AFTER THE DATE OF THE PERFORMANCE BY US OF THE SERVICES WHICH GIVE RISE TO THE CLAIM OR, IN THE EVENT OF ANY ALLEGED NON-PERFORMANCE, WITHIN TWELVE MONTHS OF THE DATE WHEN SUCH SERVICES SHOULD HAVE BEEN COMPLETED.</p>
18.	<p><b>Indemnification.</b> You will defend, hold harmless, and indemnify us and our officers, directors, trustees, employees, agents, or subcontractors against all claims made by any third party for loss, damage, or expense arising out of these Terms and Conditions, including without limitation, the performance or non-performance of any Services or the Web Services.</p>
19.	<p><b>Waiver.</b> Any failure by a party to insist upon the performance of any section of these Terms and Conditions will not constitute a waiver of any rights under these Terms and Conditions or future performance of that section.</p>
20.	<p><b>No Third Party Beneficiaries.</b> The parties intend that no provisions of these Terms and Conditions will in any way bind or benefit any third party or the public at large and that no third party will have any rights or cause of action under these Terms and Conditions. In particular, in the event Singapore law governs these Terms and Conditions pursuant to Section 24 (Governing Law), a person or entity who is not a party to these Terms and Conditions will have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of these Terms and Conditions, regardless of whether such person or entity has been identified by name, as a member of a class, or as answering a particular description.</p>
21.	<p><b>No Assignment.</b> Neither party may assign any of its rights or obligations under these Terms and Conditions to any other person without the other party's written authorization. However, we may, upon written notice, assign our rights and obligations under these Terms and Conditions to any of our affiliates or subsidiaries.</p>
22.	<p><b>Subcontracting.</b> We may use subcontractors for certain audit, investigation, advisory or other services. All subcontractors will meet our current qualification requirements and will comply with our requirements for confidentiality, conflicts of interest, and ethical standards.</p>

23.	<p><b>Termination and Notice.</b> These Terms and Conditions will continue in effect until terminated by either party upon thirty days written notice or, in the event of your breach of these Terms and Conditions, immediately upon receipt of written notice to you. You will pay those fees and expenses incurred by us prior to termination. Notice to either party may be made by hand delivery, courier service, mail, facsimile, or e-mail transmission at the receiving party’s designated principal place of business. Notice to us must be sent both to: UL Verification Services Pte. Ltd, Attn: President, 1 Maritime Square, Harbour Front Centre, #11-03, Singapore 099253 with a copy to UL LLC, Attn.: General Counsel at 333 Pfingsten Road, Northbrook, Illinois 60062. Notice will be effective upon receipt.</p>
24.	<p><b>Governing Law:</b> These Terms and Conditions will be governed and interpreted by the laws of the State of Illinois, United States of America.</p>
25.	<p><b>Disputes.</b> Any dispute or disagreement, other than nonpayment of fees, relating to these Terms and Conditions or the Services, will be settled by confidential, binding arbitration administered by the International Centre for Dispute Resolution of the American Arbitration Association (“AAA”) pursuant to the AAA Commercial Arbitration Rules and the Procedures for Large, Complex Commercial Disputes. The arbitration venue will be Chicago, Illinois. Arbitration will be the final remedy for any dispute between the parties arising out of these Terms and Conditions, provided, however, that nothing herein will prevent either party from seeking a court order for injunctive relief (in addition to other remedies) to stop or prevent misuse or misappropriation of its marks, confidential or proprietary information, or infringement of its intellectual property, in a court of law. All arbitrations will be conducted in English.</p>
26.	<p><b>Severability.</b> If any section of these Terms and Conditions is held invalid, void, or unenforceable for any reason that section will be severed, and all other sections of these Terms and Conditions will remain valid to the extent permissible under law.</p>
27.	<p><b>Modifications.</b> These Terms and Conditions are the entire and complete agreement between the parties and supersede any other communications, representations, or agreements with respect to its subject matter. Under no circumstances will any preprinted, additional, or different terms and conditions on your requests for quotation, purchase orders, invoices, sales or marketing materials, emails, any acceptance communications, or other business documents apply to any Services or Quotation or bind us in any manner. Modifications that have not been made by us or that have not been accepted by us in a written or emailed confirmation from us are not accepted by us, and commencement of performance will not signify acceptance by us of any such modifications. Any such modifications are excluded from our agreement, and such modifications will not be a binding agreement on us.</p>
28.	<p><b>Order of Precedence.</b> Except for conflicts with Section 3 (Payment Terms), Section 5 (Estimated Schedule and Price) and Section 11 (Cancellation Fees), these Terms and Conditions will take precedence over any conflicting terms in any Quotation.</p>
29.	<p><b>Electronic Signature.</b> Acceptance of these Terms and Conditions may be by facsimile, PDF, or by means of other electronic signature. Our electronic, digital, or hard copies of these Terms and Conditions, your acceptance, and Quotations as signed, or otherwise accepted, by you will be the true, complete, valid, authentic, and enforceable copies of these documents. You agree that you will not contest the admissibility or enforceability of our copies in a court or any proceeding arising out of such documents.</p>

**30. Force Majeure.** Neither party will be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature, or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the party affected, provided such default or delay: (i) could not have been prevented by reasonable precautions; (ii) cannot reasonably be circumvented; (iii) and the party hindered or delayed immediately notifies the other party describing the circumstance causing delay.

<?end template?>