

ENERGY EFFICIENCY CERTIFICATION SERVICES TERMS

These additional Terms shall govern all Energy Efficiency Verification Services (“EEC”) performed by UL Environment, Inc. its subsidiaries and affiliates (“ULE”), and set out the responsibilities and obligations of a ULE 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.** ULE will perform EEC services for Client. EEC Services are intended to verify Client’s compliance to energy efficiency standards or regulations regarding its product(s) energy and/or water efficiency. EEC shall not result in UL product safety certification of any product, or registration of any management system. The services requested by Client and to be provided by UL for specific projects shall be set out in individual Quotations or Statements of Work (“Quotation”).
- 2. Client.** Client includes manufacturer, marketer, agent, or other party(ies) who take responsibility for the energy efficiency attributes and marketing claims made for a product and request ULE’s services.
- 3. Price.** ULE’s Quotation will establish the price for ULE’s Services. ULE’s Quotation will depend upon the test and / or auditing requirements. ULE’s Quotation is subject to change at ULE’s discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
- 4. Requirements, Specifications, and Protocols.** ULE agrees that it will test Client’s product samples and/or audit Client’s data according to requirements and methods selected by the Client and ULE with the sole purpose of validating energy efficiency claims related to specific products produced by the client. Selecting the test methods is the joint responsibility of the Client and ULE. In all cases, however, Client must review and approve the final requirements and protocols.
- 5. Samples and Data.** Client shall provide samples of its product(s) and data associated with such product(s) regarding any energy efficiency claims to be validated and ship representative product samples and corresponding manufacturing data to ULE (as applicable) according to ULE’s requirements and the shipping instructions provided to Client by ULE. ULE will test the product sample and / or audit the manufacturing data to determine compliance with the efficiency claim(s) made by the manufacturer. That testing will be performed in accordance with generally accepted professional standards. If the analytical data in ULE’s test report is proven in a court to be inaccurate, ULE’s liability is limited, at ULE’s option, to either re-testing the sample and / or re-auditing the manufacturing data or refunding the fees for Services rendered, provided Client notifies UL in writing within 6 months of completion of the Services. **NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, OR DOCUMENT PROVIDED UNDER THIS AGREEMENT.**
- 6. Appropriate Test Methods.** The intention of ULE’s EEC services is to verify compliance to established energy efficiency standards or regulations related to specific products of Client and samples submitted by Client to UL for testing. UL will use commercially accepted methods and processes to validate such claims; methods and processes that may change from time to time.
- 7. Sample and Data Integrity.** ULE’s Services, test results and report apply only to the samples and data actually received and tested by ULE. ULE will not be responsible for any inaccurate test results or issues relating to sample integrity arising from the Client’s collection of and providing of data and shipment of test samples.
- 8. Validity of Test Results.** The results outlined in the Test Report represent a “snapshot” of compliance to the efficiency claims made by the manufacturer. ULE makes no representation that the reported test results

are representative of the entire population of product at the time the samples were taken or manufacturing data was provided.

9. **Estimated Schedule.** If appropriate, ULE will provide Client with an estimated time schedule in the Quotation for each EEC project. This schedule is only an estimate. Each EEC project is different and the schedule will depend on the particular service being conducted. ULE reserves the right to amend the schedule at its discretion, upon reasonable notice to Client.
10. **Deliverables.** When ULE completes the EEC investigation, ULE will provide Client with a report outlining the method(s) used and verified and results of the EEC Testing services. Client will have an unlimited right to use the data and report contents for its purposes.
11. **Use of UL's Name and Marks.** EEC services shall **not** result in UL product safety certification or any authorization to use the UL Mark. 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 any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise. A product must meet UL's safety certification requirements and be covered by UL's Follow-Up Service in order to bear UL's registered certification marks – including the "UL in a Circle." **Client can only refer to UL Environment, Inc. in its entirety within its marketing materials and may use the ULE EEC Certification Mark on the product(s) covered by the test report in paragraph 10. See www.ulenvironment.com for the artwork ready ULE EEC Service Logo.**
12. **Compliance Integrity Service.** ULE will perform periodic reviews of certified products to determine their ongoing compliance with the standard. The review may include random inspections at manufacturing or other facilities, requests to retest the product or submission of documentation from the Client. ULE reserves the right to revoke use of the ULE Mark on products and remove listing from the ULE Product Database if ULE determines the product is not in compliance with the standard. If Client makes changes to the product that will take the product out of compliance with the standard, Client must notify ULE and submit the product for a re-evaluation. If changes are made that take the product out of compliance and ULE is not notified, Client may be required to suspend use of the ULE Mark and pay a penalty when these changes are discovered during the bi-annual inspection. Continued noncompliance of the product may result in complete withdrawal from the EEC program.
13. **Changes to Standards.** Energy Efficiency standards and regulations are subject to be updated and changed. When an efficiency standard or regulation changes, products that have been certified to that standard may need to be re-evaluated to determine compliance with the new edition of the standard. ULE will provide sufficient notice for Client to submit their product for re-evaluation to determine continued compliance. Client is responsible for all costs associated with the reevaluation. If Client does not submit their product for re-evaluation within the time period specified by ULE, the product may be removed from the Environmental Product Database and the product may no longer be eligible to carry the ULE EEC Mark.
14. **Program Changes.** Client acknowledges and agrees that during the term of this Agreement, ULE may at its sole discretion, change the program terms or terminate the program. If such change is made ULE will determine the date by which Client must cease using the **ULE EEC Mark** on its **product** ("the termination date") and shall notify Client, in writing and as soon as is practicable, of such date ("the termination notice"). Client unconditionally agrees to comply with the terms of any such termination notice. ULE may, in its sole discretion, permit Client to continue to use the **ULE EEC Mark** or other **ULE Mark** to be determined by ULE beyond the termination date if, and only if, all of the following conditions are met prior to such termination date: client submits their product to the appropriate ULE program for testing and examination and is found to comply with the appropriate ULE requirements. In such event, Client must pay any applicable testing and examination fees as though it were submitting its Product to UL for the first time. If, on the other hand, Client's Product does not conform to any new or revised ULE Requirements, or if the ULE Energy Efficiency Verification Program is withdrawn entirely, Client acknowledges and agrees

that it will lose any coverage for its Product, and must cease using the **ULE EEC Mark** on its **product** on the termination date.

- 15. Annual Review.** ULE will annually review any EEC report(s) issued during the past calendar year to Client for continued compliance to such report. If in ULE's sole discretion the product does not require re-validation, Client will be billed for annual renewal fee per the terms of the original project quote in order to maintain the validation of claims status report.

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