

CENELEC CERTIFICATION AGREEMENT (CCA) SERVICE TERMS AND CONDITIONS

These Service Terms and Conditions shall govern Cenelec Certification Agreement Services 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. Based on type testing of the product submitted, UL, utilizing its subsidiary UL International Demko A/S' ("UL Demko") a CCA Certification Body, accredited by DANAK (the Danish national body for accreditation) and a participating member of the CCA Scheme under which UL Demko is permitted to issue the CCA Certificate, will evaluate Client's products in accordance with applicable technical requirements and according to CCA requirements. The Services requested by Client and to be provided by UL, thru UL Demko, for specific projects shall be set out in individual Quotations.

2. Eligibility of a Product for CCA Certificate.

2.1. Client shall be eligible to receive a CCA Certificate and a D-Mark Certificate issued by UL Demko, and associated test report if Client's product is found to comply with the standards and rules of the CCA Scheme and the standards and requirements of the D-Mark.

2.2. Client is the Certificate Holder and is the responsible manufacturer for the products(s) for which it has received the CCA Certificate and Demko Certificate. If the Certificate Holder is not the original responsible manufacturer, the Certificate Holder is responsible for ensuring that the manufacturer complies with the requirements of the CCA Scheme.

2.3. A product investigation involves the performance of tests and the examination of product construction to determine compliance with applicable technical requirements (European or "EN" standards) or other relevant standards that may apply. Client agrees to supply all information needed for evaluation of product(s).

The issuance of the CCA Certificate is subject to:

- (i) investigation of the product according to the applicable technical requirements (EN standards and other relevant standards that may apply);
- (ii) the product's compliance with the applicable technical requirements (EN standards);
- (iii) the manufacturer's compliance with the current requirements of the CCA Scheme, which may be revised from time to time;
- (iv) the production site(s) yearly compliance with the European Committee for Electrotechnical Standardization Comité Européen de Normalisation Electrotechnique or ("CENELEC") factory inspection requirements; and
- (v) the D-Mark Service Terms and Conditions.

3. Cost of Investigation. The Quotation will establish the price for Services. The Quotation will depend upon the type of product and the test requirements. The Quotation is subject to change at UL's discretion, upon reasonable notice to the Client, due to any additional project specific requirements or scope changes. Certification fees charges are available upon request.

4. 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 its findings. If appropriate, the Client will be provided with an estimated time schedule in the Quotation for the product investigation.

5. Compliance with the CCA Requirements.

5.1. The CCA Certificate enables the client to affix the D-Mark on the product. The Client agrees that the products for which the CCA Certificate has been issued will comply with the applicable technical requirements, including the requirements of the CCA Scheme and the D-Mark Service Terms and Conditions, at all times.

5.2. The Certificate Holder is entitled to use the CCA Certificate and the D-Mark on the product and to make reference to its product certification in communication media such as documents, brochures, or advertising, as long as it is not in conflict with the result of the evaluation of the product.

5.3. The Certificate Holder shall promptly notify UL (through the local UL office) of any changes in the product construction, which may be material to the issuance of the CCA Certificate and associated test report.

5.4. When putting the product on the European market the manufacturer's name, trademark or mark of origin must be affixed in a clearly visible location and position on the product, on the package and in the user manual. It can be affixed by label or directly imprinted.

The Certificate holder shall comply with the following special conditions:

- (i) to use the D-Mark only for the product for which it was authorized pursuant to this Agreement, including the D-Mark Service Terms;
- (ii) not to use the product certification in such a manner as to bring UL or UL Demko into disrepute and not make any statement regarding the product certification which may be misleading or unauthorized;
- (iii) not to transfer or assign rights for use of the D-Mark to third parties;
- (iv) to affix the D-Mark on the product;
- (v) to ensure continuously that the product is identical to the original certified product;
- (vi) to ensure access to manufacturers' production sites at all times, so that factory inspections may be carried out for the purpose of checking production facilities and plants, or to ensure access by representatives from accreditation bodies in order for them to monitor inspectors conducting inspections at the factory;
- (vii) to allow UL, thru UL Demko, to select samples for retesting, where necessary; and
- (viii) to inform UL of any complaints received that may affect the certification and in case of non-compliance to take on necessary corrective actions including recall.

The CCA Certificate and D-Mark are valid for as long as the standards used for testing are valid and the Certificates Holder fulfils the requirements of the CCA and D-Mark Service Terms and Conditions but will be withdrawn earlier if:

- (i) the Agreement terminates for any reason;
- (ii) production of the certified product ceases or the product is modified without notification to UL or UL Demko;
- (iii) the CCA Certificate and D-Mark is used in contrary to these Service Terms and Conditions or the D-Mark Service Terms and Conditions;
- (iv) permission to use the D-Mark is withdrawn for any other reason including subsequent changes in the actual relevant safety regulations and safety testing requirements;
- (v) the production site does not fulfil the requirement of the CIG inspections;
- (vi) any UL or UL Demko representative is not permitted access to the production site(s) for which the certification is authorized; or
- (vii) if based on the request from the Certificate Holder.

5.5. UL, thru UL Demko reserves the right to withdraw the CCA Certificate and D-Mark if, in the sole opinion of UL, thru UL Demko, the Certificate Holder obstructs in any way the aim or operation, fails to take action regarding misuse of CCA and D-Mark Certificates or otherwise violates the CCA or D-Mark Service Terms and Conditions.

5.6. By withdrawal of certification, the use of all advertising matter that contains any reference to the certification must be discontinued and certification documents must be returned to UL.

6. Use of Names and Marks. CCA Services shall *not* result in UL product safety certification or any authorization to use the Marks, except as expressly authorized in this Agreement. Except as otherwise expressly authorized by UL or UL Demko, Client shall not use UL's or UL Demko's name, abbreviations, or symbols, or any form of reference which may be interpreted to mean UL or UL Demko, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotion or otherwise.

7. Third-Party Beneficiaries. UL Demko shall be an intended third-party beneficiary of this Agreement. UL Demko shall be entitled to enforce the provisions of this Agreement in their own name and for their own benefit. Except as aforesaid, the Parties intend that no provision of this Agreement shall in any way benefit any other third party, and that no other entity or person shall have any rights or cause of action under this Agreement.