

ENVIRONMENTAL CLAIMS VALIDATION SERVICE TERMS

These Service Terms shall govern all Environmental Claims Validation Services (“ECV”) performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the (“Client”). These Terms and the terms of the Global Services Agreement (“GSA”) are incorporated by reference and are an integral part of each Service Agreement entered into by the Parties for Environmental Claims and Validation Service. The capitalized terms in these Service Terms which are not defined herein have the same meaning as in the GSA.

- 1. Scope of Service.** UL Contracting Party will utilize its affiliate UL Environment, Inc. (“ULE”) to provide ECV Services for Client. ECV Services are intended to verify Client’s claims regarding its product(s) Environmental Marketing claims such as: recycled content, rapidly renewable materials, regional materials, volatile organic compound emissions and content, energy efficiency, water efficiency, hazardous/toxic substances, reclamation program, design for environment program, manufacturing energy use, and mold resistance. ECV Services shall not result in UL Contracting Party providing product safety certification of any product, or registration of any management system. The ECV Services requested by Client and to be provided by UL Contracting Party utilizing its affiliate ULE for specific projects shall be set out in individual Quotations or Project Confirmations.
- 2. Client.** Client includes manufacturer, marketer, agent and other party(ies) who take responsibility for the environmental attributes and marketing claims made for a product and request UL Contracting Party’s services.
- 3. Price.** UL Contracting Party’s Quotation or Project Confirmation will establish the price for the Services. The price will depend upon the test and/or auditing requirements. UL Contracting Party’s Quotation is subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
- 4. Requirements, Specifications, and Protocols.** UL Contracting Party agrees that it will instruct ULE to 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 environmental claims related to specific products produced by the Client. Selecting the test methods is the joint responsibility of the Client and UL Contracting Party working through 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 environmental 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 UL Contracting Party or ULE. UL Contracting Party will cause ULE to test the product sample and/or audit the manufacturing data to determine compliance with the environmental claim(s) made by the manufacturer. That testing will be performed in accordance with generally accepted professional standards. If the analytical data in the test report is proven in a court to be inaccurate, UL Contracting Party’s liability is limited, at UL Contracting Party’s option, to either re-test the sample and / or re-audit the manufacturing data, or refunding the fees for Services rendered, provided Client notifies

UL Contracting Party in writing within six (6) months of completion of the Services. NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THE SERVICE AGREEMENT, OR IN ANY REPORT, OPINION, OR DOCUMENT PROVIDED UNDER THE SERVICE AGREEMENT.

6. **Appropriate Test Methods.** The intention of UL Contracting Party's ECV Services provided through ULE is to validate the Environmental Claims made by client related to specific products of Client and samples submitted by Client to UL Contracting Party for testing. UL Contracting Party 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.** UL Contracting Party's Services, test results and report apply only to the samples and data actually received and tested by UL Contracting Party through ULE. Neither UL Contracting Party nor ULE will 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 environmental 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. **Deliverables.** When UL Contracting Party completes the ECV investigation, UL Contracting Party will cause ULE to provide Client with a report outlining the method(s) used and verified and results of the ECV Testing services. Client will have an unlimited right to use the data and report contents for its purposes.
10. **Use of Name and Marks.** ECV Services shall not result in product safety certification by UL Contracting Party or any other UL Company, nor any authorization to use the Marks. Except as otherwise expressly authorized by UL Contracting party, Client shall not use UL Contracting Party's, or any other UL Company's, name, abbreviation, or symbols, or any other form of reference which may be interpreted to refer to UL Contracting Party or any other UL Company, 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 Contracting Party's safety certification requirements and be covered by UL Contracting Party's Follow-Up Service in order to bear registered certification marks owned by UL Contracting Party or another UL Company. Client can only refer to UL Environment, Inc. in its entirety and use the ULE ECV Service Logo within its marketing materials and/or packaging but not on the product itself. See www.ulenvironment.com for the artwork ready ULE ECV Service Logo.
11. **Annual Review.** UL Contracting Party through ULE will annually review any ECV report(s) issued during the past calendar year to Client for continued compliance to such report. If in UL Contracting Party'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 quotation in order to maintain the validation of claims status report. UL Contracting Party through ULE reserves the right to remove products from its Claims Validation Database if the Client is found to be using misleading or incorrect information related to the Environmental Claims Validation services that UL Contracting Party had provided to the Client. If Client makes changes to its product that will take the product out of compliance with the claim that was validated, Client must promptly notify

UL Contracting Party and submit the product for a re-evaluation or stop using the ECV logo. If changes are made that take the product out of compliance and UL Contracting Party is not notified, Client may be required to suspend its use of the ECV logo and pay a penalty when these changes are discovered at Client's annual inspection visit.

- 12. Program Changes.** Client acknowledges and agrees that during the term of the Service Agreement, UL Contracting Party may, at its sole discretion, change the Service Terms or terminate the program. If such change is made UL Contracting Party will determine the date by which Client must cease using the ULE ECV Service Logo on its marketing materials and/or packaging (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. UL Contracting Party may, in its sole discretion, permit Client to continue to use the ULE ECV Service Logo or other ULE Mark to be determined by UL Contracting Party 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 Contracting Party for the first time. If, on the other hand, Client's product does not conform to any new or revised Requirements from UL Contracting Party, or if the ULE Environmental Claims Validation Program is withdrawn entirely, Client acknowledges and agrees that it will lose any coverage for its product, and must cease using the ULE ECV Service Logo on its marketing materials and/or packaging on the termination date.