

SERVICE TERMS: CANADIAN QUALIFIED CONTRACTOR SERVICES

These Service Terms shall govern Canadian Qualified Contractor Services (“Contractor Services”) performed by UL Solutions Contracting Party, acting through its affiliate Underwriters Laboratories of Canada (“ULC”) (as identified in the Quotation or Project Confirmation), and set out the responsibilities and obligations of the Client. These Service Terms and the terms of the Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for Canadian Qualified Contractor Service. Any capitalized terms which are used and not defined herein shall have the same meaning as in the GSA.

- 1. Scope of Service.** UL Solutions Contracting Party, acting through ULC, will evaluate Client’s quality systems for specified contractor services. Contractor Services shall not result in product safety certification of any product or registration of any management system. UL Solutions Contracting Party’s Services shall not result in UL Solutions Contracting Party or ULC approval of Client installations. The Services requested by Client and to be provided by UL Solutions Contracting Party, acting through ULC, for specific projects shall be set out in a Quotations or Project Confirmation.
- 2. Price.** UL Solutions Contracting Party’s Quotation or Project Confirmation will establish the price for UL Solutions Contracting Party’s Services. The price will depend upon the type of contractor services provided by the Client and the scope of the Client’s quality systems. UL Solutions Contracting Party’s Quotation or Project Confirmation is subject to change at UL Solutions Contracting Party’s discretion, upon reasonable notice to Client, and depending upon the requirements of the specific project.
- 3. Qualified Contractor Program Requirements.** Client will need to review the document(s) containing additional Qualified Contractor Program Requirements, as modified from time to time (“Program Requirements”) for the applicable type(s) of qualified contractor certification. The Program Requirements more fully explain UL Solutions Contracting Party’s Qualified Contractor programs and Client’s obligations and rights under those programs. The Program Requirements are available at www.ulc.ca/contractor in hard copy upon request. Client agrees to abide by the terms and conditions of the applicable Program Requirements, which are incorporated by reference into these Service Terms and made a part of the Service Agreement between the parties.
- 4. Access to Facilities.** Client agrees that UL Solutions Contracting Party’s and ULC’s representatives shall have free, safe, and secure access to facilities where Client’s records and systems are kept so that UL Solutions Contracting Party, acting through ULC, may perform the audits in the Program Requirements. Client agrees to provide UL Solutions Contracting Party’s representatives with all safety and other protections required by law for Client’s own employees including, without limitation, all Canadian Occupational Health and Safety Act requirements. The right of UL Solutions Contracting Party’s and ULC’s representatives to obtain free access to a 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 Solutions Contracting Party, ULC or UL Solutions Contracting Party’s representative. If UL Solutions Contracting Party’s or ULC’s representatives sign such an agreement, waiver, or release, it shall be considered void and have no force and effect. However, UL Solutions Contracting Party and ULC shall direct their representatives to exercise due care to comply with any plant safety regulations generally applicable to personnel at the facility. In the event that the Contractor Services require an on-site visit to a Client job site, Client agrees to make appropriate arrangements for access by UL Solutions Contracting Party personnel on the job site.
- 5. Authorization to use the Marks.** Except as otherwise expressly authorized by the Qualified Contractor Program Requirements, Client shall not use UL Solutions Contracting Party’s, ULC’s or any other UL Company’s, name, abbreviation, or symbols, reference which may be interpreted to refer to UL Solutions Contracting Party, ULC 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. UL Solutions Contracting Party’s and ULC’s names and certification marks may not be used in connection with particular installation sites.