

## SERVICE TERMS: TESTING SERVICES UNDER THE BUREAU OF INDIAN STANDARDS' (BIS) LABORATORY RECOGNITION SCHEME (LRS)

These Service Terms shall govern all testing performed by UL India Private Limited ("UL India") under the Bureau of Indian Standards' (BIS) Laboratory Recognition Scheme (LRS) for Scheme I – ISI Mark Scheme and Scheme II – Compulsory Registration Scheme (CRS). All Testing Services to be delivered by UL India under these Service Terms in accordance with the BIS LRS and Scheme I & II requirements shall be performed exclusively by any one of the separate and independent BIS recognized laboratories of UL India, located at present, at Bangalore (UL India Bangalore lab) and Gurgaon (UL India Gurgaon lab) or other UL India BIS recognized laboratory designated by UL India from time to time.

UL India shall be the separate UL Solutions Contracting Party for performance of these testing services and no other UL Company shall be a UL Solutions Contracting Party for the purposes of testing under LRS. These service terms set out the responsibilities and obligations of you ("Client") in respect of testing under the terms of the LRS for Scheme I & II. Each Quotation or Project confirmation shall specifically identify the laboratory at which the testing is to be carried out.

These Service Terms and 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 testing under the LRS for Scheme I & II. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

- 1. Scope of Service.** The Client shall submit product samples for testing under LRS for Scheme I & II directly to the BIS recognized laboratory. Such BIS recognized laboratory shall independently perform all testing required under the applicable BIS standards to assess whether the product sample complies with the standards and any other mandatory requirements of the LRS for Scheme I & II. The Services performed by a UL India BIS recognized laboratory shall at all times conform to the scope of testing for Indian Standards and/or products permitted by BIS as granted to that designated UL India BIS recognized laboratory.

Services under LRS will be limited to testing of the Client's samples' conformity to the applicable standards and the mandatory requirements of the BIS scheme(s); do not express any opinion regarding other samples or products produced; and shall not result in a UL India or any UL Company issuing product safety certification of any product or registration of any management system.

- 2. Price and Schedule.** The Quotation or Project Confirmation will specify the independent BIS recognized laboratory of UL India which shall perform the testing and establish the price as well as the estimated schedule for the Services. The Quotation or Project Confirmation will depend upon the type of product and the test requirements specified in the applicable BIS standard(s) and scheme(s), or any other authority implementing and governing the various schemes under which the Services are offered.

The Quotation or Project Confirmation is subject to change at UL India's discretion, upon reasonable notice to Client, and depending upon the requirements of the specific project. Additional fees will be incurred for all work or requests beyond the scope of the Quotation or Project Confirmation.

- 3. Samples.** The number of samples required will depend upon the product, the number and type of tests required, and other factors. Once UL India has determined the investigation program for the product, UL India will inform Client of the number of samples needed.
- 4. Shipping Samples.** Client shall ship the product samples to the appropriate UL India BIS recognized laboratory and pay all sample shipping expenses.
- 5. Testing and Return of Samples.** Testing will not physically destroy Client's samples however, products may be damaged by testing. The UL India BIS recognized laboratory is required to retain the Client's samples for a minimum period of three (3) months after testing under the LRS for Scheme I & II requirements. Upon the expiry of three (3) months, the UL India BIS recognized laboratory shall return the samples to the Client and the Client shall be required to take back the samples. Any samples forwarded by BIS to the UL India BIS recognized laboratory for testing pursuant to the BIS Surveillance program under the LRS requirements shall be returned to

BIS after testing. UL Solutions Contracting Party shall not be responsible for lost, damaged, or destroyed samples, or for injuries or damages of any nature caused by any sample.

- 6. Requirements, Specifications, and Protocols.** The Services will be performed in accordance with the requirements, specifications, and protocols established by BIS under the applicable Indian Standards and BIS LRS for Scheme I & II.
- 7. Subcontracting.** The UL India BIS recognized laboratory shall not subcontract any of the testing services under the LRS program to any third party laboratory or any UL India lab which is not recognized by BIS, except where permitted by BIS in exceptional circumstances or in case of break-down of equipment, to a BIS recognized laboratory for the same parameter or a subcontractor who is accredited to IS/ISO/IEC 17025 or ISO/IEC 17025. Such emergency subcontracting may take place for a period of six (6) months or the time necessary to repair the equipment, whichever is earlier.
- 8. Deliverables.**
  - a. As required under the LRS rules, the BIS recognized laboratory will maintain all data sheets and test reports for at least three (3) years after the project is closed.
  - b. In such cases where BIS surveillance sealed samples send to UL India BIS recognized laboratory by BIS for testing as per LRS, the UL India BIS recognized laboratory shall only send the test report to the concerned Regional/Branch/ Inspection Office/Lab of BIS who has sent the sample to UL India.
  - c. For Scheme II (CRS) testing under the LRS program, the UL India BIS recognized laboratory will provide Client with a test report in the format specified by BIS from time to time. In general, the test report includes:
    - i. A general description of the product.
    - ii. The equipment used.
    - iii. The standards, requirements, specifications, and protocols against which the product was tested.
    - iv. The results of the tests.

The UL India BIS laboratory which conducted the testing shall issue the test reports for the product sample tested solely in the name of the actual manufacturer on the basis of the location of manufacture of the product. The test report shall mention the name of the manufacturer and complete address of the manufacturing location. Where permitted under the terms of the Scheme II (CRS), the Applicant contracting with UL India for product inclusion or testing at one of the UL India BIS recognized laboratories may be distinct from the manufacturer and may be the importer or reseller of the manufacturer's product under a licensed arrangement. However, in all such cases it is the responsibility of the manufacturers to get the product registered under Scheme II (CRS) and the UL India BIS recognized laboratory shall issue the test report to and in the name of the manufacturer of the product with the addition of the brand(s) of the applicant / importer in the test report upon the manufacturer's consent thereto. The manufacturer shall own the test report of the UL India BIS recognized laboratory whose deliverable shall solely be to the manufacturer. It is the duty of the manufacturer to ensure that the test report is duly evaluated and complete in all respects before submitting the application for registration in BIS.
- 9. Use of Names and Marks:** Client shall not use UL India's, or any other UL Company's, name, abbreviation, symbols, Marks, or any other form of reference which may be interpreted to refer to UL India 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.
- 10. Test Reports:** The test reports for the product samples tested by the UL India BIS recognized laboratory under the LRS for Scheme I & II shall be issued to and solely owned by the manufacturer except in cases where it is a specific requirement under the LRS program that the test reports are to be sent to BIS only. In such cases, BIS will own the test reports. UL India may retain a copy of the test reports and other materials for its archives and for creating reports for Client and BIS. The validity of the test reports for submission to BIS shall be for a period of ninety (90) days only.