

# SERVICE TERMS: PRESSURE EQUIPMENT (SAFETY) REGULATION

These Service Terms shall govern the Pressure Equipment (safety) Regulation (PEsR) Services provided by UL Solutions Contracting Party utilizing its affiliate UL International (UK) Ltd (“UL”), which is an Approved Body (AB) under the Pressure Equipment (Safety) Regulations 2016, SI 2016 No. 1105, (“we”, “our”, or “us” as the context requires and as identified in the Quotation or Application for Certification) and set out the responsibilities and obligations of the Client (“you” or “your” as the context requires).

These Service Terms and the terms of the Global Services Agreement (the “GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for the PEsR Service. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA. (Global Service Agreement).

**1. Scope of Service.** These Service Terms govern Client’s relationship with us as:

- a. An “Applicant,” who submits equipment and/or assemblies (“Product[s]”) to us for the PEsR Services; and the eligibility of such Product(s) for the PEsR Certificate; and/or
- b. A “Manufacturer,” who carries out control in such stages of the manufacture, assessment, inspection, verification, handling, testing and storage of a Product and has responsibility for continued compliance of the Product with the PEsR Requirements; and/or
- c. An “Applicant” who submits operating procedures for permanent joining (as defined in the PEsR) to us for approval.

PEsR Service will only be established or maintained for the Applicant and Manufacturer that have entered into, and comply with, the terms of all applicable agreements with us. Based on quality/technical documentation submitted and/or testing of the Product, we will evaluate your Products/Production in accordance with the applicable technical requirements, and according to applicable requirements of PEsR. The Services requested by you for specific product shall be set out in individual Quotations or Applications for Certification. UL undertakes to execute our Services with impartiality and free of conflict of interests.

By accepting the Service Agreement, the Applicant and Manufacturer also declare that the application for certification of the same product has not been lodged with another AB. The PEsR certification services mentioned in these Service Terms are based on EU legislation. Certain product categories may not require third party certification in accordance with the PEsR.

You may order PEsR Services together as a package or individually. By accepting these service terms, the Applicant and Manufacturer give their agreement to UL to publish the Product[s] data, certificate data and certificate copy on UL online certification directory which is accessible to any subscriber.

Under these Service Terms the following services as defined in the Annexes to the PEsR may be provided:

- 1.1. Internal Production Control Plus Supervised Pressure Equipment Checks at Random Intervals (Module A2). For this service, at random intervals determined by us, we will carry out product checks or have them carried out, also by taking samples of pressure equipment at the manufacturing or storage premises, in order to conduct all or part of the final assessment to ensure conformity with the corresponding essential requirements of the PEsR.
- 1.2. Type-examination described in (Module B). For this Service we will only issue a Type examination Certificate (type of production or type of design, respectively described in PEsR Schedule 1A) if a product meets the specific requirements described in PEsR Schedules 1A and 2.
- 1.3. Conformity to Type based on Internal Production Control Plus Supervised Product Checks at Random Intervals (Module C2). For this Service, at random intervals determined by us, we will carry out product checks or have them carried out, also by taking samples of pressure equipment at the manufacturing or storage premises, in order to conduct all or part of the final assessment to ensure conformity with the corresponding essential requirements of the PEsR.

- 1.4. Conformity to type based on quality assurance of the production process (Module D). For this Service, we will carry out periodic audits or have them carried out to verify that you maintain and apply the quality system and, at random intervals determined by us, we will carry out unannounced visits or have them carried out, during which we will carry out product tests or have them carried out in order to verify that the quality system is functioning correctly.
- 1.5. Quality assurance of the production process (Module D1). For this Service, we will carry out periodic audits or have them carried out to verify that you maintain and apply the quality system and, at random intervals determined by us, we will carry out unannounced visits or have them carried out, during which we will carry out product tests or have them carried out in order to verify that the quality system is functioning correctly.
- 1.6. Conformity to type based on pressure equipment quality assurance (Module E) For this Service, we will carry out periodic audits or have them carried out to verify that you maintain and apply the quality system and, at random intervals determined by us, we will carry out unannounced visits or have them carried out, during which we will carry out product tests or have them carried out in order to verify that the quality system is functioning correctly.
- 1.7. Quality assurance of final pressure equipment inspection and testing (Module E1).For this Service, we will carry out periodic audits or have them carried out to make sure that you maintain and apply the quality system and, at random intervals determined by us, we will carry out unannounced visits or have them carried out, during which we will carry out product tests or have them carried out in order to verify that the quality system is functioning correctly.
- 1.8. Conformity to Type based on Pressure Equipment Verification (Module F). For this service, we will carry out on all equipment individual and appropriate examinations and tests in order to check the conformity of the pressure equipment with the certified type described in the UK-type examination certificate and with the appropriate requirements of the PEsR.
- 1.9. Conformity based on Unit Verification (Module G). For this Service, we will carry out appropriate examinations and tests in order to check the conformity of the pressure equipment with the appropriate requirements of the PEsR.
- 1.10. Conformity based on full quality assurance (Module H). For this Service, we will carry out periodic audits or have them carried out to verify that you maintain and apply the quality system and, at random intervals determined by us, we will carry out unannounced visits or have them carried out, during which we will carry out product tests or have them carried out in order to verify that the quality system is functioning correctly.
- 1.11. Conformity based on full quality assurance plus design examination and special surveillance of the final assessment (Module H1). For this Service, we will carry out periodic audits or have them carried out to make sure that you maintain and apply the quality system and, at random intervals determined by us, we will carry out unannounced visits or have them carried out, during which we will carry out product tests or have them carried out in order to verify that the quality system is functioning correctly.
- 1.12. Operating Procedures for Permanent joining (Permanent joining). For these Services, we will carry out examinations and tests as set out in the appropriate standards or equivalent examinations and tests or have them performed. For these services You agree that NO marking or AB number will be applied by you according to the PEsR.

## **2. Access to production/installation sites:**

- 2.1 At all times with short notice, during business hours or when your assessed facility is in operation, our representative(s) shall have free and immediate access to the facility or, where needed, warehouse for the purposes of taking samples, observing testing, conducting testing and/or verifying compliance of the facility with the PEsR, investigating complaints, changes or follow up on suspension.
- 2.2 The right of our representative(s) to obtain such free access to your facility shall not be conditioned upon the execution of any agreement, waiver, or release which in any way purports to affect the rights or obligations of us or any of our representative, and any such document executed in contravention of this provision shall be without force and effect. We shall direct our representatives to exercise due care in complying with any safety regulations which may be applicable generally to your employees or property.

- 2.3 Additionally, representatives of any Accreditation Body/Authorities shall have free access to the factory location to monitor the AB's representatives conducting conformity assessment activities. Such access by our representatives, or any representatives of Accreditation Body, shall not be conditioned upon execution of any agreement, waiver, or release which in any way purports to limit the rights or obligation of any of our representatives, or the representatives of the Accreditation Body/Authorities; and any such document executed in contravention of this provision shall be without force and effect.
- 2.4 If, in our sole opinion, you obstruct our representatives in any way, according to rules in the PEsR we reserve the right to withdraw the Internal Production Control Certificates, Type Examination Certificate, Conformity to Type Certificate. Upon withdrawal of the Certificate, you must discontinue your use of all advertising that contains reference to this.

### **3. Eligibility of Your production for a Conformity to Type Inspection Certificate (Modules C2 and F).**

- 3.1 When such conformity assessment procedures were chosen by the Manufacturer, each of the facilities manufacturing products according to PEsR shall be assessed and periodically re- assessed by us, to establish and verify conformance of the product with the relevant technical requirements and the manufacturing facility with generally accepted manufacturing practices as required by the relevant Annex in the PEsR. The frequency of such re-assessments shall be determined by us.

### **4. Eligibility of a Product for a Type Examination Certificate.**

- 4.1 A product investigation involves the performance of type testing and assessment of product manufacturing to determine compliance with ESRs of PEsR (schedule 2) and applicable technical requirements of standards as described in schedule 1A of PEsR.
- 4.2 Type examination — production type consists of an assessment of the adequacy of the technical design of the pressure equipment through examination of the technical documentation and supporting evidence referred to PEsR in Schedule 1A, plus examination of a specimen, representative of the production envisaged, of the complete pressure equipment.
- 4.3 Type examination – design type consists of an assessment of the adequacy of the technical design of the pressure equipment through examination of the technical documentation and supporting evidence referred to PEsR in Schedule 1A, without examination of a specimen. You agree to supply to us all information and samples needed according to Schedule 1A of PEsR for testing and assessment of product(s).
- 4.4 The endorsement and issuance of the Type Examination Certificate is subject to design evaluation and/or verification of a valid supporting product in accordance with PEsR.
- 4.5 As a PEsR AB, we will provide the necessary information about certifications to the national authority or other PEsR ABs where required. Where required, we will inform you when this takes place.

### **5. General, Documental and Regulatory Updates.**

- 5.1 The Manufacturer is responsible for keeping the certification updated based on guidance from the National Authority and/or advice from us. For further details about the Manufacturer's responsibility, please refer to the standards harmonized with the PEsR, Pressure Equipment (Safety) Regulations 2016, SI 2016 No. 1105 and PEsR Guidelines.
- 5.2 You shall promptly notify us of any changes in the product manufacturing, design, quality program, facilities, equipment, personnel, and procedures according to applicable requirements in the PEsR.
- 5.3 You should communicate to us any modification to your quality management system, so that we can evaluate and approve them before they are implemented.
- 5.4 You shall inform us when you stop marketing the product certified.
- 5.5 If You provide copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.

- 6. Surveillance under the responsibility of the Approved Body.** You shall allow UL's assessment personnel (including UL's agents and subcontractors) access to manufacturing, inspection, testing and storage sites during periodic audits and unannounced visits where required by the PEsR, and on such occasions you shall provide all

relevant information to ensure that you properly comply with your obligations under the approved management system and to ensure that it remains adequate and efficient.

- 6.1 The frequency and extension of surveillance and unannounced visits is determined at the time of issuing the quotation.
- 6.2 The frequency and extension of surveillance audits and unannounced visits may be changed by us on the basis of the results of evaluations and on the basis of information received from the market.

**7. Language Requirements.** You shall provide us with all materials and information with respect to the PEsR Services in English, unless the parties have agreed in writing to the use of a different language. You agree to pay any additional costs related to the Services, e.g., translation costs.

**8. Work Schedules and Cancellation.**

- 8.1 All schedules and completion dates provided by us are estimates. We shall not be liable in the event of delays in performance of the Services. Your sole remedy for delay is to terminate the Agreement.
- 8.2 You may elect to discontinue or postpone the Services at any time upon written notice to us.
- 8.3 You shall be responsible for payment of all Services performed prior to our receipt of such notice and any fees associated with the termination or postponement. We shall not be held liable for any errors or deficiencies in connection with the work already performed and you shall not use the UL name or the AB's name or number in connection with your products prior formal communication by the AB.

**9. Cost of Assessment.**

- 9.1 The Quotation establishes the price for the Services. The price set forth in the Quotation depends upon the type and scope of the Service(s) requested. The Quotation is subject to change at our discretion, and upon reasonable notice to you, due to any additional project specific requirements or scope changes.
- 9.2 Internal Production Control Certificates, Type Examination Certificates, Conformity to Type Certificates, Unit Verification Certificates and Certificates for permanent joining operating procedures and personnel Certificates fees: unless we expressly agree in writing otherwise, we will bill the Applicant for described Services at our then-current rates, which we may, in our sole discretion, and upon notice to the Applicant, change from time to time.
- 9.3 Fees and expenses incurred by us shall be charged at the current billing rates. These expenses may include, without limitation: travel expenses; carrier, communications, and special equipment charges; materials, energy, and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of reports and other documents. You shall pay all invoices in accordance with the terms of the GSA.

**10. Compliance with the Requirements in the Standards and/or PEsR.**

10.1 If your product and/or facility are found to be in compliance with the Essential Safety requirements stated in schedule 2 of PEsR, and in the standard(s) you declared in the "request for Application" and/or other applicable requirements, an appropriate Certificate will be issued by us. You agree that the products and/or facilities for which the certificate has been issued will comply with the applicable standards and the requirements in the PEsR, at all times.

10.2 You agree that the Certificate mentioned above shall not be used in any form of advertising or sales promotion.

NOTE: This requirement does not preclude the holder of an Internal Production Control Certificates, Type Examination Certificate, Conformity to Type Certificate, Unit Verification Certificate and permanent joining operating procedures and personnel Certificate; from making reference to the existence of that document in business correspondence related to equipment for which a Certificate has been issued as appropriate.

**11. Investigation of Noncompliance.**

- 11.1 You agree that you will, at your expense, fully cooperate with and assist in ascertaining the facts if it is reported to us that your product is not in compliance with the Applicable Requirements, or applicable laws, regulations, and standards. Among other things, you shall promptly share any information you acquire regarding the reported noncompliance, take any corrective action necessary to correct any noncompliance, and provide timely reports to the AB on such corrective action.
- 11.2 You assume full and sole responsibility for your use of the Certificate and agree that your product will be in compliance with the Applicable Requirements at all times including appropriate changes. You shall make all necessary arrangements for investigation of complaints, inform us of any complaints received that may affect the certification, keep a record of such complaints, and in case of non-compliance, take necessary corrective actions including recall and document the actions taken.

## **12. Complaint.**

- 12.1 You shall inform us of any complaints received that may affect the certification, and in case of non-compliance, to take necessary corrective actions including market recall.
- 12.2 Any claim and complaint regarding certification shall be consistent with the scope of certification.
- 12.3 All complaints about you received by us are generally acknowledged within two (2) working days of submittal to us by the complainant. We will communicate the results of the investigation and issue resolution to you via telephone or e-mail.
- 12.4 When the complaint is about a Client certified by us, we shall determine, together with the Client and the Complainant whether and, if so to what extent, the subject of the complaint and its resolution shall be made public.
- 12.5 If the Complainant is not satisfied with the results of the investigation and our corrective/preventive actions, we shall inform the Complainant of their right to make their complaint to a higher management level within our organization.

## **13. Appeals.**

- 13.1 If a Client is denied one of the Services mentioned under Scope of Service or a Client has its Certificate suspended or cancelled by us, the Client may appeal this decision to the Competent Italian authority within four (4) weeks after receiving such denial of Services from us. The appeal does not suspend the decision against which it was formulated.
- 13.2 All appeals received are generally acknowledged by us within two (2) working days of submittal. We will communicate the results of the investigation and issue resolution to you via e-mail.
- 13.3 The decision solving the appeal will be taken by, or reviewed and approved by, personnel that was not involved in the certification activities that are the object of the appeal.

## **14. Waiver, Suspension and Revocation of Certification.**

- 14.1 The Applicant may waive the Certification at any time and for any reason by giving timely written notice to AB. UL shall invoice all costs incurred up to the time of receipt of notice, in compliance with the provisions of the Quotation. The validity of the Certification can be suspended at the request of the Applicant.
- 14.2 We are entitled to suspend or cancel a Certification in cases when after you have been certified you do not allow surveillance/inspection or recertification audits to be conducted at the required frequencies, and/or you have not informed us about any changes to the product or manufacturing facilities and/or you voluntarily request a suspension.
- 14.3 Under suspension, your Certificate is temporarily invalid, and you will refrain from further promotion of the Certificate. A suspended certificate can be reactivated within 6 months from the date of suspension. For reactivation UL reserves the rights to perform a complete or partial evaluation of the product. After 6 months the certificate can be canceled, at our sole discretion.
- 14.4 The validity of the Certification can also be suspended at the indisputable judgment of AB, namely in the following cases: evident fatally flawed of information and documentation provided by you, the permanence of unsolved remarks, and/or serious reports from the market and/or improper use of the Certificate, in any

way not in compliance to the provisions of the Regulation and/or failure to comply with the contractual obligations (including the requirements set forth in the applicable service regulations, the requirements of the Regulation SI 2016 N.1105, the economic conditions and payment deadlines). In these occasions, you confirm to agree to immediately suspend the provision of these products on the UK market.

14.5 AB will revoke the Certification issued if it detects:

- i. Fraudulent and illegitimate use of the Certification, and / or
- ii. Serious non-compliance with PEsR, and / or significant non-conformity of the manufactured product or in production, also in respect of defects of origin of the technical documentation submitted to the AB and / or
- iii. Essential Safety Requirements established by the Regulation and / or
- iv. Failure to adapt the pressure equipment to the requirements of the new editions of the applicable rules, and / or
- v. The adoption of significant modifications to the pressure equipment by the Applicant without the prior authorization of the AB, of the established and repeated arrogance against UL, the misleading use of the Certification and / or
- vi. The trademark, such as to bring damage or discredit to UL; of the repeated impediment to the performance of the surveillance visits conducted by UL, possibly witnessed by the staff of the accreditation body or other competent bodies as observer of activities performed by our Approved Body.

14.6 In case of withdrawal of certification, AB will accordingly inform the competent authority and the other approved bodies for the same purpose.

- 15. Changes of the scope of Certification.** If the Applicant communicates to UL the intention to change or modify the scope of the Certification, the AB will evaluate the contents of the request in order to determine whether the extension or reduction can be granted. Once the evaluation procedure to be carried out has been defined, AB will inform the Applicant of the decision by issuing a specific offer on the basis of the tariffs. The assessment activities of extensions / reductions follow the steps described by the Certification process. In case of reduction of Certification, the Applicant undertakes to revise all advertising material.
- 16. Changes to the Terms of Service.** The continuous updating of the legislative framework applicable to the activities conducted by UL and involved by this Regulation, may require the modification of one or more paragraphs of this Terms of Service. UL makes available the latest updated version of the Service Terms on its website, at its headquarters or send an electronic copy at the request of customers. The Applicant undertakes to comply with the new conditions set by the Service Terms. The updating of the Service terms cannot be considered a just cause for withdrawal from the contract.
- 17. Safeguard clause for the issued Certifications.** In the event that legal responsibilities deriving from operations can have serious consequences from the point of view of the survival of the AB, UL undertakes to sign agreements with other Certification Bodies of equal qualification to guarantee the validity of the certifications issued without increasing costs for certified companies, until the natural expiry of the contracts signed with them. This process will be initiated only with the prior written consent of the Client which, alternatively, have the right to renounce the Certification.
- 18. Use of Names or Marks.** A PEsR evaluation shall not result in us issuing to you a product safety certification or any authorization to you to use the UL's, UL International (UK) Ltd AB's or any other UL Company's name or Marks. Unless additionally evaluated and explicitly authorized by us, you shall not use the UL, UL International Italia'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, UL International UK's, AB's or any other UL Company, on any goods or your containers or packaging, or in connection with any oral or written advertising, promotions, or any other publications.

For Services §1.1, §1.2, §1.3, §1.4, §1.5, §1.6, §1.7, §1.8, §1.9, §1.10, §1.11 You agree that any marking or AB number will be applied by you according to the PEsR in articles 18 and 19 and that NO marking related to UK NAB (UKAS) will be applied by You, on product[s] or related documents.

For Services in §1.12 you agree that any marking or AB number related to PEsR or any marking related to the UK NAB (UKAS) will not be applied by You, on product[s] or related documents.

The UKCA mark and the identification number of UL's Approved Body (0843) shall not be affixed to the product submitted for evaluation/assessment until explicitly authorized by us, as indicated in the conformity assessment certificates. When the UKCA mark is authorized to be used, it shall be affixed in accordance with the Pressure Equipment (Safety) Regulations 2016, SI 2016 No. 1105.

- 19. Use of the mark of the accreditation body.** Use of the trademark of the accreditation body is not permitted for the PEsR scope of Services offered by us.
- 20. Confidentiality of information.** AB ensures that all information acquired in the course of the certification activity is treated in a strictly confidential manner according to the terms of the Global Services Agreement, with the exception of any information provided to the Accreditation/Notification/Authorization Bodies during their regular Accreditation/Notification/Authorization verification activities which is deemed to be already authorized.
- 21. Conflict of interest.** You declare that there is no, even potential, conflict of interest.
- 22. Governing Law.** In deviation of the terms of the GSA these Service Terms are governed by the laws of England and Wales without reference to any other jurisdiction.