



GENERAL TERMS OF CONTRACTS

Issued by:

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GENERAL TERMS OF CONTRACTS

1. Scope of General Terms of Contracts

These General Terms of Contracts (GTC) will govern certification services performed by the UL Contracting Party DEWI-OCC GmbH ("we", "our", or "us" as the context requires and as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client ("you" or "your" as the context requires). These GTC and the terms of a Framework Agreement or, if no Framework Agreement exists, the Certification Regulations are incorporated by reference into and are integral part of each Service Agreement entered into by the Parties. The capitalized terms in these GTC which are not defined herein will have the same meaning as in the Framework Agreement or, if no Framework Agreement exists, the Certification Regulations.

UL undertakes to:

- neutral and independent performance of the services, using appropriate professional skill and expertise,
- accurate and professional provision of the services assigned to DEWI-OCC GmbH according to the current state of the art and in line with the applicable regulations and directives. DEWI-OCC GmbH confirms to be familiar with the services to be performed and to be in the position to provide such services successfully, i.e. that they comply with all applicable regulations and directives and are within the range of the activities offered by DEWI-OCC GmbH,
- accomplish their services within the timeframe agreed subject to delays beyond DEWI-OCC GmbH's sphere of responsibility and subject to the provisions of these *General Terms of Contract*.

These General Terms of Contract apply to all contracts for services made with DEWI-OCC GmbH unless agreed otherwise in writing.

2. Confidentiality

DEWI-OCC GmbH undertakes to keep confidential all information, data and documents, received from the client as well as the results developed in the course of the performance of our obligations applying all due professional care and diligence.

In case of subcontracting, information can be shared with the subcontractor. The subcontractor shall be obliged to keep confidential all the received information, data and documents received from DEWI-OCC GmbH as well as the results developed during the execution of the project. The obligations of confidentiality provided in Clause 2 hereof shall not apply to the extent that DEWI-OCC GmbH can prove that:

- i. has come into the public domain prior to , or after disclosure thereof and in such case through no breach by the **DEWI-OCC GmbH**; or,
- ii. is already known by the **DEWI-OCC GmbH** provided that the **DEWI-OCC GmbH** can show this by records dated prior to this Agreement; or
- iii. is in the unrestricted possession of the **DEWI-OCC GmbH** prior to receipt from the Client; or
- iv. has been lawfully received by the **DEWI-OCC GmbH** from a third party, without any restriction or obligation of confidentiality

- v. has been developed in good faith and/ or independently by the **DEWI-OCC GmbH** employees who were not aware of the Confidential Information;

3. Client's obligation to cooperate

DEWI-OCC GmbH is in the position to properly render the services offered to the client only if all technical and untechnical conditions stated in our offer and in these General Terms of Contract are fulfilled. For the proper fulfillment of its obligations DEWI-OCC GmbH is dependent on the co-operation of the client. The client's obligation to co-operate includes, without limitation, the following tasks:

- To make available to DEWI-OCC GmbH and, should the situation arise, to update all the documents and data, which are necessary for the performance of UL's services,
- To participate in conferences fixed by DEWI-OCC GmbH,
- To appoint one responsible contact person that may bindingly represent the client vis-à-vis DEWI-OCC GmbH and that is entitled by the client to take all the necessary decisions.
- Upon termination of a Service Agreement DEWI-OCC is entitled to reimbursement in full for all Services provided and any other sums due pursuant to the Service Agreement up to the effective date of termination, including any other direct costs and expenses incurred by us in connection the termination.

4. Changes to the Services

All services rendered by DEWI-OCC GmbH, which are not included in the offer, need to be confirmed in writing.

5. Liability

DEWI-OCC GmbH shall be liable for the documented direct loss or damage caused to the customer by DEWI-OCC GmbH's negligent act, error or omission to perform the services in accordance with this agreement.

To the extent permitted by law DEWI-OCC GmbH shall in no event have any liability under or in relation to this agreement (including any breach thereof) or services for any indirect or consequential damages of any nature whatsoever such as but not limited to damages arising out of or pertaining to loss of use of property, loss of profits or other revenue, interest, loss of product, increased expenses or business interruption, however the same may be caused. Furthermore, DEWI-OCC GmbH has no liability for damages which are caused by reasons or circumstances not attributable to DEWI-OCC GmbH or which are beyond the reasonable control of DEWI-OCC GmbH. In any event, liability for damages not caused with intent or by gross negligence are limited in amount to typical, foreseeable damages

To the extent permitted by law, the liability of DEWI-OCC GmbH out of or in connection with performance of the services shall be limited to the aggregate fee payable by the customer to DEWI-OCC GmbH for the performance of the services.

Any limitations and exclusions of liability do not apply namely in event of wilful misconduct or bodily injury.



Except for any mandatory legal provisions DEWI-OCC GmbH's liability shall forfeit one year after reception of the respective services of DEWI-OCC GmbH by the client, unless DEWI-OCC GmbH has caused them intentionally or fraudulently.

The client agrees to indemnify and hold harmless DEWI-OCC GmbH from all claims of third parties that relate to the service DEWI-OCC GmbH has provided for the client. All limitation and exclusions of liability only apply if and to the extent permitted by law.

6. Delivery Dates, Delays, Impossibilities

Due dates and deadlines for deliveries and work performances are only binding if the binding nature has explicitly been confirmed by DEWI-OCC GmbH in writing.

DEWI-OCC GmbH's keeping of delivery dates is conditional to any and all commercial, technical and administrative issues between the contract parties being clarified, and the customer having fulfilled all of its obligations such as the timely scheduled handing over of the test items / documents and payments if so requested by DEWI-OCC GmbH. If these conditions are not fulfilled any delivery date will be postponed adequately. This does not apply in the event DEWI-OCC GmbH is responsible for the delay. Late requests for changes received from the customer will also lead to an adequate delay in delivery.

Keeping any agreed delivery dates is subject to the correct and in-time supply to DEWI-OCC GmbH by both the customer and/or any third party. In case delays are foreseen DEWI-OCC GmbH will notify the customer without delay.

In case delivery dates cannot be kept because of force majeure, industrial actions or similar events outside of DEWI-OCC GmbH's influence, delivery dates will be adapted adequately. In this case DEWI-OCC GmbH will inform the customer about beginning and end of these circumstances as soon as reasonably possible.

7. Intellectual property

All methods developed by DEWI-OCC GmbH and inventions made by DEWI-OCC GmbH employees remain intellectual property of DEWI-OCC GmbH, even if they are made in conjunction with an order or contract with the customer. Any use of such methods or industrial property rights by the customer, even partly, is subject to contract with DEWI-OCC GmbH.

DEWI-OCC GmbH undertakes to provide only the client with any results achieved by the execution of an order.

DEWI-OCC GmbH and its employees are entitled to scientific publications having as their subject publicly available findings, laws and standards or test procedures developed by DEWI-OCC GmbH. DEWI-OCC GmbH is not entitled to publish customer related results unless the client has given their approval or public safety is threatened.

8. Certificate

Should DEWI-OCC GmbH issue any certificates in the course of executing the services such certificates will be valid until their expiration date subject to the respective applicable standards being changed or withdrawn earlier or the conditions for certification are not met any more.

9. Ethical Business Conduct

Both the customer as well as DEWI-OCC GmbH commit adhering to highest ethical standards. The customer particularly confirms to adhere to the principles defined in the UL Standards of Business Conduct (available under www.ul.com/ulglobalethics). The customer will always adhere to any applicable tax and anti-corruption laws and any other applicable norms and legal requirements. The customer namely commits to refrain from directly or indirectly offering, or paying, bribes, kickbacks and other improper payments in any form whether in form of money or any other thing of value.

10. Miscellaneous

In the case that single terms also including this specification should be or become legally ineffective or should the General Terms comprise regulatory deficiencies, the validity of the residual terms or parts of those terms remain unaffected. Instead of the legally ineffective or missing regulations, the corresponding legal regulations become valid.

11. Governing Law and Dispute Resolution

The General Terms of Contract are governed by the laws of Germany. Any disputes are referred to the competent court of Bremen, Germany.

Should deficiencies be found during the maintenance services of the DEWI-OCC GmbH certificate which would require a further evaluation and/or inspection, the certificate holder will be informed in due course and shall bear the resulting costs for required remedial actions.

The holder of the DEWI-OCC GmbH certificate is obliged to keep records of complaints, and damages on the certified products.

12. Notice to Third Parties

DEWI-OCC GmbH assumes the information provided by others, both verbal and written, is complete and correct. While it is believed the information, data, and opinions contained in the technical documentation used for conformity assessment will be reliable under the conditions and subject to the limitations set forth herein, DEWI-OCC GmbH does not guarantee the accuracy thereof.

Use of evaluation reports or any information contained therein by any party other than the intended recipient or its affiliates, shall constitute a waiver and release by such third party of DEWI-OCC GmbH from and against all claims and liability, including, but not limited to, liability for special, incidental, indirect, or consequential damages in connection with such use. In addition, use of evaluation reports or any information contained therein by any party other than the intended recipient or its affiliates, shall constitute agreement by such third party to defend and indemnify DEWI-OCC GmbH from and against any claims and liability, including, but not limited to, liability for special, incidental, indirect, or consequential damages in connection with such use.

To the fullest extent permitted by law, such waiver and release and indemnification shall apply notwithstanding the negligence, strict liability, fault, breach of warranty, or breach of contract of DEWI-OCC GmbH. The benefit of such releases, waivers, or limitations of liability shall extend to the related companies and subcontractors of any tier of DEWI-OCC GmbH, and the directors, officers, partners, employees, and agents of all released or indemnified parties.

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