

DENAN SERVICE TERMS AND CONDITIONS

These Service Terms and Conditions shall govern Denan Services performed by UL and set out the responsibilities and obligations of the Client. These Service Terms and Conditions are incorporated by reference into and are an integral part of the Parties' Global Services Agreement (the "Agreement"). The capitalized terms in these Service Terms and Conditions shall have the same meaning as in the Agreement.

1. Scope of Service. UL will evaluate Client's products and conduct a factory test equipment inspection in accordance with Japan's Electrical Appliance and Material Safety Law (DENAN, PSE Mark). The services requested by Client and to be provided by UL for specific projects shall be set out in individual Quotations or Applications ("Quotation").

2. Product Investigation. A product investigation involves the performance of tests and the examination of product construction to determine compliance with DENAN Technical Requirements as set forth by the Japanese Ministry of Economy, Trade and Industry. Client agrees to supply all information needed for evaluation of product(s).

3. Price. UL's Quotation will establish the price for UL's Services. UL's Quotation will depend upon the type of product and the test requirements. UL's Quotation is subject to change at UL's discretion, upon reasonable notice to the Client, due to any additional project specific requirements or scope changes.

4. Estimated Schedule. Client recognizes that each Product investigation is unique and that the timing of each investigation will vary depending upon the particular investigation and its findings. If appropriate, UL will provide Client with an estimated time schedule in the Quotation for Product investigation. (*Note: The schedule is only an estimate.*)

5. Compliance with DENAN Technical Requirements. If UL determines that a Product submitted is in compliance with all applicable DENAN requirements, including DENAN Technical Requirements ("DENAN Requirements"), UL will issue a Certificate of Compliance (CoC) upon client's request. When Client uses a PSE Mark indicating UL as the conformity assessment body, Client agrees that the Products with the PSE Mark will comply with the applicable DENAN requirements, including DENAN Technical Requirements, at all times.

6. Complaints. Client acknowledges its willingness to support UL's public safety mission and that UL is entitled to receive information received, developed or collected by Client regarding PSE-Marked products compliance with the DENAN Requirements and/or field performance. Client shall keep a record of all complaints made known to the Client relating to any product's compliance with DENAN Requirements and/or field performance. Client agrees to make such records available to UL when requested. Client agrees to take appropriate action to respond to such complaints and any noncompliance with DENAN Requirements and/or field performance and keep a record of such actions.

7. Use of Names and Marks. DENAN Services shall *not* result in UL product safety certification or any authorization to use the Marks. Unless explicitly authorized by UL, Client shall not use UL's name, abbreviation, symbols, Marks or any other form of reference which may be interpreted to mean Underwriters Laboratories Inc., its subsidiaries or affiliates, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.