



UL VS, Inc. / MFG.com Price List

Location	Inspection Manday Rate	Audit Fee
Asia (China, Taiwan, Vietnam, Korea, India)	\$450.00 per manday plus associated travel and out of pocket expenses	\$1500.00 per location plus associated travel and out of pocket expenses
Americas (U.S., Canada, Mexico)	\$650.00 per manday plus associated travel and out of pocket expenses	\$1750.00 per location plus associated travel and out of pocket expenses
Europe (Western Europe)	\$750.00 per manday plus associated travel and out of pocket expenses	\$1850.00 per location plus associated travel and out of pocket expenses

General Information:

1. A Manday is defined as one inspector working an 8 hour day. Overtime and Saturday hours will be billed at 1.5 times the normal pro-rated manday rate. Services performed on Sundays or Holidays will be invoiced at 2 times the normal rate.
2. Expenses, per the below Zone Table, are in addition to the manday rate. Out of pocket rates, when assessed, will include all travel (land and air), hotel, meals (for overnight trips), communication costs, and associated currency conversion and finance fees. Hotel charges apply if inspection cannot be completed in a single day, and inspector is unable to return home that day.
3. Cancellations: Audit and/or Inspections cancelled within 48 hours of the scheduled event will be subject to a one (1) manday rate fee. Denied Access will be billed per manday, based on the number of inspectors dispensed for the job, and for any incurred travel expenses associated with the inspection.

Flat Rate Travel Expenses	
Zone 1 <30 kilometer one-way travel	\$80.00 USD per manday
Zone 2 30-150 kilometers one-way travel	\$120.00 USD per manday
Zone 3 >150 kilometers one-way travel	All travel and out of pocket expenses

Verification Services Terms & Conditions



1. Verification Services. VSCP will perform commercial testing, verification, and/or inspection services (“VS”) in accordance with Client’s instructions as set out in individual Quotations (“Quotations”). The “VS Contracting Party” shall be the legal entity that is listed above and controlled by or under common control with UL Verification Services Pte Ltd. The VSCP will also be specified in the Quotation. VS shall be limited to an assessment of conformity to requirements, specifications, and/or protocols established by the Client (“Client Requirements”) of samples specified by Client, and do not express any opinion regarding the bulk from which the samples were drawn. VS do not entail any assessment or evaluation to independent safety standards, and VSCP and its affiliates undertake no responsibility to make any independent safety assessment of any samples.

2. Client Requirements, Specifications, and Protocols. Client is solely responsible for establishing all Client Requirements that VSCP may use in performing VS. VSCP may provide Client with assistance in developing Client Requirements that meet Client’s needs, however, in all cases the Client shall solely determine the Client Requirements to be used in performing the VS.

3. Estimated Schedule. Quotations will contain, for each VS project, an estimated time schedule which is subject to change upon notice from VSCP.

4. On-Site Investigations. Client shall ensure that VSCP representatives shall have safe, secure, and free access to Client’s facilities or at facilities of other parties where the requested services will be performed. Such access shall not be conditioned upon the execution of any agreement, waiver, or release. If VSCP representatives are prevented from performing or completing any on-site services for any reason beyond VSCP’s reasonable control, VSCP shall not be responsible for the nonperformance, and Client may be charged for any actual expenses VSCP incurs and fees for services performed.

5. Deliverables. VSCP will provide Client with a report outlining the method and results of the VS pursuant to instructions of Client. VSCP is under no obligation to refer to or report upon any facts or circumstances which are outside the specific Client instructions received and accepted by VSCP.

6. VSCP’s Findings. VSCP does not warrant or guarantee that its opinions or findings will be recognized or accepted by third parties.

7. Use of Names and Marks. Except as otherwise expressly authorized by VSCP in writing, Client shall not use VSCP’ name, abbreviation, symbols, marks, or the name of any VSCP subsidiary, affiliate, or parent on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.

8. Payment Terms. Client shall pay, in full and without set off, VSCP fees and related expenses in accordance with the Quotations including the cost of all taxes, wire or transfer fees, duties, and other fiscal charges which become due on the quoted price and shall indemnify VSCP from and against liabilities, incurred by VSCP as a result of failure to pay any such sums when they become due. VSCP may charge interest at the rate of 1.5% per month (18% per year), or the maximum legal rate if less than 1.5% per month, from the date due until paid fully. Client agrees to pay reasonable collection costs, including attorneys' fees, if necessary, in the event of late or non-payment.

Cancellation Fees for Inspections. If Client cancels or changes an inspection order after 3:00 PM of the working day prior to the scheduled inspection date, VSCP will charge Client the full invoice price plus any travel costs incurred prior to the cancellation.

Cancellation Fees for Testing. If the Client cancels or changes a testing order after VSCP receives the sample/s at the testing facility, VSCP will charge Client cancellation fees according to the amount of actual work performed. The minimum cancellation fee is the lesser of \$100USD or the total amount of the project. The maximum cancellation fee is the full amount of the project.

9. No Warranty. NO REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY DOCUMENT PROVIDED UNDER THIS AGREEMENT.

10. Client Information. Client represents and warrants that all information and data provided to VSCP by Client, or on its behalf, are complete and accurate and that VSCP may rely thereon when providing VS. If any information and data provided to VSCP by Client or on its behalf are either incomplete or inaccurate, VSCP shall not be liable in any manner for any deficiencies in the VS.

11. Ownership of Work Product. Client shall solely own the test reports or other materials provided to Client produced by VSCP pursuant to any Quotation under this Agreement. VSCP may retain a copy of the test reports and other materials for its archives and for creating reports for Client and third parties.

12. Confidentiality. VSCP shall not disclose Client's information obtained in confidence ("Confidential Information") to third parties, except VSCP's subsidiaries, affiliates, or subcontractors, without Client's prior written authorization. Confidential Information shall not include information (a) already known to VSCP; (b) publicly available; (c) subsequently acquired by VSCP from other sources without a breach of this Agreement; (d) disclosure that is necessary to perform the requested VS; (e) required to be produced by law or government order, or accreditation authority; or (f) related to a product bearing a UL Mark that should be disclosed to UL pursuant to another agreement between UL and an Applicant.

13. Samples. If the VS require examination of samples, the Client will ship the samples to VSCP at Client's expense. Upon completion of testing, the samples will be destroyed, unless other arrangements are made for the return of the samples at Client's expense. Client acknowledges that testing and sample preparation may damage or destroy the sample, for which VSCP will not be liable.

14. LIMITATION OF LIABILITY. VSCP' LIABILITY FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE OF ANY NATURE AND HOWSOEVER ARISING FOR ANY BREACH OF CONTRACT AND/OR ANY FAILURE TO EXERCISE DUE SKILL AND CARE BY VSCP SHALL IN NO CIRCUMSTANCES EXCEED THE FEES RECEIVED FOR THE SPECIFIC SERVICES WHICH GIVE RISE TO SUCH CLAIMS. UNDER NO CIRCUMSTANCES SHALL VSCP HAVE ANY LIABILITY FOR ANY CLAIMS FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOST PROFITS, LOSS OF FUTURE BUSINESS, LOSS OF PRODUCTION, OR CANCELLATION OF CONTRACTS ENTERED INTO BY CLIENT.

UNDER NO CIRCUMSTANCES WILL VSCP BE LIABLE TO CLIENT FOR ANY CLAIMS FOR LOSS, DAMAGE, OR EXPENSE UNLESS CLAIM IS BROUGHT UNDER SECTION 21 - DISPUTES WITHIN TWELVE (12) MONTHS AFTER THE DATE OF THE PERFORMANCE BY VSCP OF THE VS WHICH GIVES RISE TO THE CLAIM OR IN THE EVENT OF ANY ALLEGED NON-PERFORMANCE WITHIN TWELVE (12) MONTHS OF THE DATE WHEN SUCH VS SHOULD HAVE BEEN COMPLETED.

15. Indemnification. Client shall defend, hold harmless, and indemnify VSCP and its officers, directors, trustees, employees, agents, or subcontractors against all claims made by any third party for loss, damage, or expense of whatsoever nature and howsoever arising out of this Agreement including without limitation the performance or nonperformance of any VS.

16. Waiver. Any failure by a party to insist upon the performance of any provision of this Agreement shall not constitute a waiver of any rights under the Agreement or future performance of that provision.

17. No Third Party Beneficiaries. The parties intend that no provisions of this Agreement shall in any way bind or benefit any third party or the public at large and that no third party shall have any rights or cause of action under this Agreement. In particular, a person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B of Singapore) to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.

18. No Assignment. Neither party may assign any of its rights or obligations under this Agreement to any other person without the other party's written authorization.

19. Subcontracting. Client agrees that VSCP may subcontract testing or other VS. All subcontractors shall meet VSCP's current qualification requirements and shall comply with VSCP's requirements for confidentiality, conflicts of interest, and ethical standards.

20. Termination. This Agreement will continue in effect until terminated by either party upon 30 days written notice or, in the event of breach of this Agreement, immediately upon receipt of written notice. Client shall pay those fees and expenses incurred by VSCP prior to termination. Notice of termination may be made by hand delivery, courier service, mail, facsimile, or e-mail transmission at the receiving party's designated place of business. Any notice under this Agreement delivered by facsimile or courier shall be effective upon confirmed receipt and by mail or courier upon the earlier of (i) receipt or (ii) seven (7)

business days after the notice is deposited in the mail. VSCP's designated place of business shall be: UL Verification Services Pte. Ltd, attn: President & CEO 1 Maritime Square, Harbour Front Centre, #11-03, Singapore 099253.

21. Disputes. This Agreement shall be governed by and interpreted by the laws of Singapore, without reference to Singapore's choice of law principles. All disputes arising out of, or relating to, VSCP's VS or this Agreement where the VSCP contracting entity is UL FIE shall be submitted to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration which shall be conducted in accordance with CIETAC's arbitration rules in effect at the time of applying for arbitration and all other disputes shall be submitted to the International Court of Arbitration of the International Chamber of Commerce ("ICC") for resolution in accordance with the Rules of Arbitration of the International Chamber of Commerce. The Arbitral Tribunal shall have arbitrators appointed in accordance with the relevant Rules by which VSCP and Client agree to be bound.

The arbitration proceedings shall be conducted before an Arbitral Tribunal of three (3) arbitrators. The language of the arbitration shall be English.

The location for CIETAC arbitration will be Beijing and the location for ICC arbitration will be Singapore. The arbitrators shall not have the authority to add to, change, or disregard any lawful term of this Agreement, to award incidental, consequential, or punitive damages (including, but not limited to, loss of use, unjust enrichment, and/or lost profits), or to exceed the remedies provided by the limitation of liability of this Agreement.

The decision of the Arbitral Tribunal shall be final and binding and judgment on the arbitration award may be entered by a court of competent jurisdiction. Nothing in this provision shall prevent either party from seeking injunctive relief for misuse or misappropriation of its Marks, confidential or proprietary information, or for infringement of its intellectual property, in a court of law. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The non-prevailing Party shall bear all costs of the arbitration proceeding and, unless the arbitrators determine otherwise, shall bear all legal fees and costs of the prevailing party.

22. Severability. If any provision of this Agreement is held invalid, void or unenforceable for any reason, all other provisions of this Agreement shall be severed and remain valid to the extent permissible under law.

23. Modifications. This Agreement constitutes the entire and complete agreement between the parties and supersedes any other communications, representations, or agreements with respect to its subject matter. This Agreement may be modified only in writing if duly executed by authorized persons for both parties. No preprinted additional or different terms or conditions on Client's purchase orders, invoices, sales or marketing materials, or other business documents including third party agreements shall apply to VS provided under this Agreement.

24. Order of Precedence. The terms and conditions of this Verification Services Agreement shall take precedence over any conflicting terms in any VSCP Quotation.

25. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature, or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the Party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented and provided further, that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing delay.

CLIENT AGREES TO THE TERMS OF THIS AGREEMENT AND WARRANTS THAT NO ALTERATIONS OF ITS TEXT HAVE BEEN MADE UNLESS INCORPORATED IN AN ADDENDUM TO THIS AGREEMENT THAT HAS BEEN ACCEPTED BY BOTH PARTIES. THE UNDERSIGNED REPRESENTS AND WARRANTS THAT S/HE IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CLIENT.