

TRAINING AND SEMINAR SERVICES SERVICE TERMS

These Service Terms shall govern Training and Seminar Services performed by the UL China Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client. These Service Terms and the terms of the UL China General Services Agreement (“CGSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for Training and Seminar Service. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the CGSA.

- 1. Scope of Service.** UL China Contracting Party will provide seminars, private workshop and training programs in a variety of areas including but not limited to Product Safety; Compliance; Hazard-Based Safety Engineering (HBSE); Management Systems; EMS; and Fire-Restrictive Constructions and Model Building Codes and other topics relating to product certification and testing. In addition, private, individualized seminars, workshop and training services are available to meet Client’s specific needs.
- 2. Price.** The fees for the seminars, workshop and training will vary depending upon the type of seminar or Services requested. Prices for open-public seminars are available at www.ul.com/lms. UL’s Quotation or Project Confirmation will provide the scope and price for private seminars and training.
- 3. Registration.** Client registration for public seminars and training is provided at the website www.ul.com/lms or Client may contact a UL China Contracting Party seminar specialist. The Quotation or Project Confirmation shall establish registration and scheduling of private seminars, workshop and training.
- 4. Cancellation by Client.** All cancellations by Client must be provided to UL China Contracting Party in writing. Client is entitled to a full refund for paid registrations cancelled seven (7) days or more before the seminar or training. All cancellations within seven (7) days prior to the seminar or training are subject to an administrative fee at the current rates charged by UL China Contracting Party. As an alternative to cancellation, Client may either substitute participants or defer attendance to a later offering. Client’s paid registration will be credited toward the cost of the future seminar or training.
- 5. Cancellation by UL China Contracting Party.** The liability of UL China Contracting Party for its cancellation of any seminar, workshop or training at any time shall be limited to refunding Client’s registration fees paid. UL China Contracting Party shall not be responsible for any consequential damages or other losses resulting from the cancellation of any seminar or training.
- 6. Ownership of Materials.** As between the parties, UL China Contracting Party or another UL Company is the sole and exclusive owner and shall retain all right, title and interest in and to all tangible and intangible work products provided to Client with respect to the technical seminar and training services provided including, without limitation, all documents, computer programs or other material in tangible, electronic or any other form (“Materials”). Client is hereby granted a limited right to use the Materials pursuant to the Service Agreement for Client’s internal use only. Client shall not reproduce, use, display, perform, publish or distribute, including by sale or license, in whole or in part, any Materials without the express, prior, written consent of UL China Contracting Party.
- 7. Use of Names and Marks.** Training and Seminar services shall not result in UL China Contracting Party issuing product safety certification or any authorization to use the Marks. Except as otherwise expressly authorized by UL China Contracting Party, Client shall not use UL China Contracting Party’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 China Contracting Party 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.