



## Global Service Agreement

### 1. General

- 1.1 This Global Service Agreement ("GSA") applies to all services provided to you by CSA Group Testing & Certification Inc. as the contracting party, whether directly or indirectly through subsidiaries, corporate affiliates or authorized third party contractors throughout the world (collectively referred to as "we", "us", "our" or "CSA Group"). Each type of service, whether testing, inspection or evaluation, may have additional terms applicable to you. Your contracted services may be provided by a different CSA Group entity, each as identified in the quotation.
- 1.2 The quotation and any additional service terms or service schedules referenced in the quotation (or other similar document) form part of the GSA and are entered into between you and CSA Group. Different or conflicting purchase order terms proposed by you are expressly rejected, and the GSA will prevail. We abide by the CSA Group Code of Conduct (available at our website, or the link: <https://www.csagroup.org/legal/code-of-conduct> / in lieu of any code of conduct or similar documents proposed by you.
- 1.3 The GSA comes into effect upon your acceptance of our quotation (or written offer) or upon commencement of the services you requested, whichever is sooner.
- 1.4 If you would like to have agents act on your behalf, you must first request our written approval.

### 2. Services

- 2.1 We provide services in accordance with the care customary in the applicable certification, testing, inspection, or evaluation industry.
- 2.2 Service timelines are estimates only and are not binding on us. Timelines may be extended at our discretion for reasons such as: we do not receive samples and supporting documentation from you in appropriate condition or in a timely manner; we do not receive any required permits or clearances from third parties in a timely manner; your product, in our opinion, requires re-testing owing to non-compliance with applicable requirements; or you request additional services.
- 2.3 You must notify us in writing of any perceived deficiencies in the services within thirty (30) days of delivery of service results; otherwise you will be deemed to have accepted the results, including our opinions and findings.
- 2.4 You must notify us prior to the start of the services if your product was previously submitted to us or another testing, inspection or evaluation body.

### 3. Payments and fees

- 3.1 You are responsible for annual fees which are separate from testing, inspection and certification service fees. Annual fees are payable in advance, and are non-refundable even if the GSA is terminated. Annual fees cover the cost for: (a) our activities to update and maintain CSA Group's online searchable product listing; and (b) market surveillance and anti-counterfeiting activities undertaken by CSA Group on behalf of all customers.
- 3.2 You are responsible for applicable sales taxes, surcharges, customs brokerage fees, and all charges pertaining to duties, shipping, insurance, and taxes (other than taxes based on our income).
- 3.3 Service fees are invoiced to you on a progress billing basis and you agree to make payment for all invoices issued.
- 3.4 Additions, reductions or changes to the services, including alternative construction or materials testing, administrative changes, additional model numbers, file transfers or work performed outside the normal working day will result in additional fees. Our quotation may specify your responsibility for the reasonable travel and accommodation costs of our personnel. If you want to witness our tests, we may charge you additional fees to cover staffing and scheduling requirements.
- 3.5 Payments are due thirty (30) days from the date of invoice, or as otherwise specified on the quotation or invoice, in the currency indicated on the quotation or invoice, free of bank charges or offsets. If you dispute any portion of an invoice, you must advise us in writing of your specific dispute within twenty days of the invoice date, and you must promptly pay the undisputed portion of the invoice. Past due payments will accrue service charges of 1.5% per month (18% per year), or the maximum interest rate allowed by law, whichever is lower. We reserve the right to cease any or all work for you until invoice disputes are resolved or your late payments are received by us.
- 3.6 Payment in full will be required if you cancel or postpone services less than 1 week prior to commencement of pre-booked services.
- 3.7 Our quotation may require deposits or payments in advance for certain services.

### 4. Accuracy of Information, Samples, Third party materials

- 4.1 You acknowledge that the usefulness of test reports is dependent upon our receipt of accurate, complete and representative product information from you.
- 4.2 You will provide us with: all necessary safety information relating to materials handling, storage, disassembly, testing, and disposition of samples; and information as necessary for compliance with federal, regional and local environmental (or other mandatory) laws. Where applicable, you will also provide us with material safety data sheets (MSDS), waste manifests, or local equivalents, and you must notify us in writing prior to shipment if a sample contains declarable substances, PCBs, asbestos, lithium batteries, mercury, radioactive, biomedical, toxic or other hazardous materials, or contains or produces hazardous substances or contaminants.
- 4.3 Delivery and return of samples and materials derived from samples are at your risk and expense. Delivery of samples to us must be prepaid. You must pack samples in accordance with applicable regulatory requirements, including (where relevant) requirements for the transport of dangerous goods. You acknowledge that samples may be damaged or destroyed during testing or evaluation. If you fail to remove samples from our premises upon completion of the services, we may dispose of the samples and charge you a disposal fee.
- 4.4 We may, at our discretion, rely on third party reports or data provided by you. We will examine the reports or data as required under the terms of our accreditation or if expressly requested by you.

### 5. Access to Your Facilities, Your Cooperation.

- 5.1 You must cooperate with us. You will provide the name of a contact person available during local business hours who is entitled to represent you in association with the services, whether at our premises or your premises and Facilities.
- 5.2 For inspections, investigations or services that are performed at your premises or at a third-party facility (e.g. subcontractor) (together, the "Facilities"), it is your responsibility to provide our representatives and, if applicable, accreditation personnel with: prompt, safe access to: Facilities; relevant equipment; information; your personnel, including qualified personnel on-site to support the services; and, at your expense, personal protective equipment and on-site safety training. You agree that our personnel may take photographs of products while providing services on your premises.
- 5.3 We will give consideration to reasonable, advance written requests from you to consider your safety-related terms in connection with entry to Facilities. Otherwise, our representatives will not be required to sign any waiver, declaration or agreement, or provide personal information other than name, title, business address and business contact information, as a condition of entry to Facilities. You acknowledge that any document signed contrary to this provision will be of no force

or effect.

## **6. Confidentiality**

6.1 "Confidential Information" means any information (including Personal Information, as defined by applicable laws, and subject to Section 6.5) that is disclosed by either of CSA Group or you in any format, that is marked as confidential, or identified in writing as confidential by the disclosing party within thirty (30) days of disclosure to the other party, or should be reasonably considered as confidential by both parties given the circumstances of disclosure. However, "trade secrets" must be expressly identified as such in writing at the time of disclosure by the disclosing party.

6.2 Confidential Information does not include information that: (i) was in the recipient's possession before receipt from the disclosing party as evidenced by written records; (ii) becomes a matter of public knowledge through no fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party who, to the knowledge of the receiving party, is legally free to pass on such information without a duty of confidentiality; or (iv) is independently developed by receiving party without use of the disclosing party's Confidential Information.

6.3 Each party will protect the Confidential Information of the disclosing party using the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own confidential information of a like nature. Neither party will disclose the Confidential Information of the disclosing party to third parties without obtaining the disclosing party's written permission, except: (i) to its authorized persons including, but not limited to, employees, accreditors, legal counsel, sub-contractors, and Affiliates (any company controlled or under common control with that party where 'control' means direct or indirect ownership of more than fifty percent (50%) of the voting stock or interest in a company); (ii) as necessary, during the course of factory inspections, to personnel that produce your product; (iii) if you are a component manufacturer, third parties that submit a product containing the component for certification may be advised of the certification status of the component; (iv) where disclosure is required by applicable law or in connection with legal proceedings, or under the terms of CSA Group's accreditation; or requested by a regulatory authority, accreditation or assessment body; or (v) where disclosure is, in CSA Group's reasonable opinion, necessary to warn the public of a potential hazard. In any event, when permitted, we will make reasonable efforts to notify you of our intention to disclose the Confidential Information. The receiving party's obligations under this Section 6 will expire five (5) years after date of the receipt of the disclosing party's Confidential Information.

6.4 CSA Group will retain copies of all materials provided by you, including Confidential Information, for accreditation purposes and to document the services provided to you.

6.5 CSA Group shall comply with all applicable data protection and privacy laws and regulations in relation to the security, maintenance, disclosure and use of all Personal Information (as defined by applicable law) and contained in any disclosed Confidential Information.

## **7. Intellectual property**

7.1 Our intellectual property includes various copyrights, trademarks, service marks, certification marks and test data (collectively, the "Intellectual Property"). Except for limited rights that we may grant to you in specific service addenda, you have no rights to use our Intellectual Property. You will not dispute or interfere with the ownership or the validity of our intellectual property rights.

7.2 If granted permission to use or reproduce our trade-marks or certification marks, you must not alter the appearance of such marks or use them in combination with other designs to create a new logo or trade-mark. You must not tamper with, alter, or remove any labels applied to a product by us, and must use labels, trade-marks and certification marks strictly in accordance with any instructions or guidelines provided by us. Upon termination of the GSA, we reserve the right to remove from your possession any labels that contain our trade-marks or certification marks. You must not use our Intellectual Property in a way that misrepresents the results of the services and will immediately discontinue such use upon written notice from us.

7.3 If you provide us with your materials or third-party materials, including test reports, products, samples, information or data to support the services, you grant us a license to use these materials for purposes of providing services, and warrant that you have the right to make the disclosures.

7.4 You agree that monetary damages may not be a sufficient remedy for violations of our intellectual property rights, and we are entitled to injunctive relief, without the need to post any bond or prove actual damage, in addition to other remedies available at law.

## **8. Term and Termination**

8.1 Except as provided in Section 8.2, the GSA remains in effect until terminated by either party upon thirty (30) days written notice to the other party.

8.2 We may terminate the GSA immediately upon written notice if: (i) you do not rectify a breach of your obligations, representations or warranties under the GSA; (ii) you do not provide samples, supporting documentation, clearances, facility access or other materials deemed necessary by us for performance of the services; (iii) you terminate or cease to carry on all or any material part of your business; (iv) you do not pay your debts when due or otherwise become insolvent or admit your insolvency; or (v) services are delayed for any reason outside our control for more than three (3) months.

8.3 You agree to pay for services performed by us up to the date of termination of the GSA.

8.4 We will not be liable for direct or indirect damages arising out of termination of the GSA.

## **9. Indemnity and Insurance**

9.1 You agree to indemnify, hold harmless, and defend, CSA Group Testing & Certification Inc., its parent, affiliates and subsidiaries, and their respective directors, officers, members, agents, contractors and employees (collectively, the "CSA Included Parties") against losses and expenses, including reasonable legal fees, arising out of claims relating to: (i) your unauthorized use of Intellectual Property or intellectual property belonging to a third party; (ii) damage to property of, or injury (including death) to, CSA Included Parties attributable to negligent or willful acts or omissions of you and/or your representatives; (iii) the design, testing, manufacture, marketing, sale or end use of your products or services (including your use of Intellectual Property); or (iv) data provided by you, unless caused by a CSA Included Party's sole negligence.

9.2 We agree to indemnify you, your affiliates and subsidiaries, and your respective directors, officers, members, agents and employees (collectively, "Your Included Parties") against injury, loss, liability, costs and expenses, arising out of third party claims for damage to property or personal injury (including death) to the extent caused by the negligent or willful acts or omissions of our representatives while performing services at Your Included Parties' site or Facilities.

9.3 You will maintain adequate insurance to cover your obligations under the GSA. You will provide us with evidence of this insurance upon request.

9.4 We will maintain insurance coverage with limits we deem reasonable to cover our obligations under the GSA.

## **10. Limitation of Liability**

10.1 Except for our obligations under Section 9, Indemnity and Insurance, our aggregate liability under the GSA will not exceed the fees paid by you under your accepted quotations for the preceding 12 months.

10.2 Neither of us will be liable to the other for any indirect, special, incidental, consequential or punitive damages or for any financial or economic loss, except as arising out of any misuse by you of Intellectual Property or intellectual property belonging to a third party.

10.3 The limitations of liability in this section are for the benefit of all CSA Group legal entities (each of whom is a third-party beneficiary) and constitute our total liability to you, and the limitations of liability apply regardless of the nature of the claim, whether in contract, tort (including negligence), statutory or otherwise.

## **11. Cyber or Data Security Breach**

11.1 CSA Group employs industry standard tools to protect data security, however you acknowledge and agree with CSA Group that despite these safeguards, it is impossible to exclude the risk of a cyber or data security breach. In the event of a breach, where the security, confidentiality or integrity of your confidential or personal information, is compromised, CSA Group shall notify you promptly upon discovery of the breach. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CSA GROUP OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 11, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY.

11.2 CSA Group utilizes cloud provider platforms to store and exchange information with you, subject to the provisions of Section 11.1.

## **12. Service Warranty**

12.1 You accept the risk of the usefulness of the services, including test results and reports. We do not warrant that we will issue or maintain a certificate, label, or provide any particular result from the services. We do not warrant or guarantee that our opinions or our findings will be recognized or accepted by third parties. Provision of a certificate, report or program label to you does not imply general approval or endorsement of your product by us.

12.2 Labels, reports or certificates provided to you indicate compliance of your sample at the time of testing, inspection or evaluation, and we accept no responsibility for compliance of your product after our services have been provided.

12.3 Except as expressly set out in the GSA, services are provided as-is. If we fail to provide services to you with the care customary in the certification and testing industry, as established by national and international standards and accreditation requirements, and have complied with the notice requirement in Section 2.3, we will, at our discretion: re-perform the applicable services at our cost; or, subject to Section 10.1, refund fees paid for services performed.

12.4 To the extent permitted by law, OUR LIABILITY UNDER THIS SECTION WILL BE IN LIEU OF ANY REPRESENTATION, WARRANTY OR CONDITION, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **13. Notification of Incidents**

13.1 You will notify us immediately of any reports or incidents of injury, property damage, or potential hazards associated with products submitted to us for testing. You acknowledge that CSA Group legal entities are certification bodies and comply with regulatory or accreditation-based reporting obligations even if your product is not certified.

## **14. Decision Rules for ISO/IEC 17025 Pass / Fail Testing**

14.1 Unless otherwise noted in your quotation, CSA Group applies the following decision rules: "Pass" when the measured value is within the prescribed limits for the test; and "Fail" when the measured value is not within the prescribed limits for the test. When the measured value falls on a prescribed limit for the test, CSA Group will refer to the written standard (or other applicable requirement) to determine the results of the test.

## **15. General Terms**

15.1 The remedies in the GSA will be your sole and exclusive remedies.

15.2 Formal notice (excluding day-to-day communications) under the GSA must be in writing and delivered to the other party at its address as set out on the quotation, or other substitute address provided to the other in writing. Each party is responsible for providing the other with accurate contact information. To be effective, all Notices to CSA Group must be copied to: General Counsel, CSA Group, 178 Rexdale Boulevard, Toronto, Ontario Canada M9W 1R3, Notice may be given by registered mail, express delivery service, or email. Notice sent by registered mail or express delivery will be deemed effective upon receipt. Notice given by email will be deemed effective 72 hours after confirmed receipt.

15.3 You acknowledge that we do not provide services for protected technology or data under the definition of U.S. ITAR or other export control programs. You will advise us prior to your disclosure of any information that is subject to applicable government controls, including U.S. export control classifications other than EAR 99. You warrant that you will not cause us to violate any export or trade law or other economic sanction.

15.4 The GSA may not be assigned by you without our prior written consent. Amendments are only effective if agreed in writing by duly authorized representatives of both parties. The GSA will be binding upon the parties' respective successors and permitted assigns. The parties are independent contractors and do not have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.

15.5 Each CSA Group entity shall be an intended third-party beneficiary of the applicable quotation and service schedules, and shall be entitled to enforce the provisions of the quotation and service schedules in its own name and for its own benefit. Otherwise, no other third party will benefit or have any rights or remedies.

15.6 (1) For quotations addressed to customers in Canada (and all countries other than the United States and Mexico) this GSA and additional service terms referenced in the quotation will be governed by the laws of the Province of Ontario, Canada without reference to its choice of law principles, and you agree with us to the exclusive jurisdiction and venue of the courts of the Province of Ontario. (2) For quotations addressed to customers in the United States or Mexico, this GSA and additional service terms referenced in the quotation will be governed by the laws of the state of Ohio, United States of America without reference to its choice of law principles, and you agree to the exclusive jurisdiction and venue of the federal or state courts located in Cleveland, Ohio.

15.7 The parties waive the right to jury trial unless otherwise prohibited by law. The parties will not be liable for delay or failure to perform the GSA attributable to force majeure events, the inability to obtain materials or personnel to perform the services, or other conditions beyond the reasonable control of either party. If any part of the GSA is held to be invalid by a court of competent jurisdiction, it will be severed from the GSA to the extent of the invalidity and the remainder of the GSA will continue in force. Failure or delay by us to exercise our rights under the GSA does not constitute a waiver of those rights.

15.8 The GSA constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous discussions or agreements (including confidentiality agreements and Product Service Agreements). Sections 6, 7, 8, 9, 10, 11, 12 and 15 survive termination of the GSA. In the event of conflict between the quotation, this GSA and specific service addendum terms, the specific service addendum terms prevail, followed by this GSA, then the quotation. Our exercise of any rights under the GSA does not limit its other legal rights or remedies.