

Service Addendum CPE: Additional Terms for CSA Group Consumer Product Evaluation Services (“CPE Terms”)

1. General

1.1 These CPE Terms are in addition to the Global Service Agreement (“**GSA**”) and apply to all consumer product evaluation services (“**CPE Services**”), provided to you by CSA Group Testing & Certification Inc., 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**”). The term “**Facilities**” has the same meaning as used in the GSA.

1.2 CPE Services consist of our evaluation of a limited number of product(s), aspects of product(s), or system(s) (the “**Evaluation Product(s)**”) to specific requirements, and upon completion, delivery to you of a written final report with the results of the CPE Services, and to the extent necessary to comply with the quoted CPE Services, any findings regarding the Evaluation Products. The Evaluation Products may consist of a combination of your products or third party products. CPE Services may include one or more of the following:

1.2.1 Performance Testing Services: We provide performance testing and claim verification services to standards, regulations, and proprietary test protocols for both product and packaging.

1.2.2 Claim verification services: We help verify your product claims with services that may include destructive, actual use, and life cycle testing.

1.2.3 Performance Verification Services: We will provide you with third-party verification testing using custom protocols, to help ensure your products meet end-user expectations and performance standards.

1.2.4 Environmental testing: CSA Group laboratories are equipped with ultraviolet light chambers, corrosion chambers and other equipment to test your products for performance and durability under various environmental conditions such as high temperature or humidity.

1.2.5 Benchmarking/Product line reviews: CSA Group’s comparative product testing evaluates one product against others.

1.2.6 Post-Purchase Testing: CSA Group will provide you with post-purchase testing including product return, recall and failure analysis.

1.2.7 Other Testing or Evaluation. Performance of other tests to determine whether a representative product sample conforms to applicable requirements determined by you.

1.3 The scope of our CPE Services is defined by you. You shall provide us with all applicable standards, requirements, specifications, protocols, and (if applicable) your custom protocols that we are to use in performing the CPE Services, as stated in the relevant written quotation (the “**CPE Requirements**”) for particular versions or configurations of the Evaluation Products. Unless otherwise provided in our quotation, you are solely responsible for developing or sourcing from third parties all of the CPE Requirements, as well as obtaining necessary permissions from third parties for our entry into the Facilities of such third parties.

1.4 Your compliance with these CPE Terms is a condition of our CPE Services to you.

1.5 These CPE Terms shall survive any termination of the GSA.

2. CPE Services, CPE Test Reports, and Fees

2.1 Some CPE Services result in a CPE test report to be delivered to you. The CPE test report shall describe the results as determined by us only in connection with the samples tested and/or the Facilities inspected and audited by us, and the results shall be valid for the CPE Services performed by us. For CPE Services involving inspections, the results set forth in the CPE test report are not indicative or representative of the quality or characteristics of the lot from which an inspection sample was taken.

2.2 You will pay all quoted fees to us along with applicable sales taxes, surcharges, and customs brokerage fees. Our quoted fees are dependent upon the scope of CPE Services requested by you, as well as other cost factors. Cancelled orders, deferred orders, and changes in the scope of the CPE Services will be subject to additional fees.

3. Your Role and Obligations

3.1 In addition to providing us with your CPE Requirements, you will provide to us at your cost (including shipping costs), either directly or indirectly, all samples required by us to perform the CPE Services, along with data, technical information, and assistance as requested by us relating to the performance of the CPE Services.

3.2 You acknowledge and agree we are under no obligation to keep any samples longer than thirty (30) days after completion of the Services. If you do not collect Evaluation Products from our labs within this time period, we may unilaterally remove or destroy the samples, all at your expense.

3.3 You are responsible for obtaining permission from owners of Facilities for our access to perform any inspection, auditing or other services required as part of the CPE Services.

3.4 You are responsible to provide solutions to any problems relating to the Evaluation Products or Facilities as revealed in any CPE test report or otherwise communicated by us to you. You acknowledge and agree that CPE Services may not help you achieve your objectives.

4. Third Party Tools and Documentation

CPE Services may include our use of programs, documentation and tools provided by third party vendors. Those programs, documentation and tools may result in reports, data or other materials related to the Evaluation Products, and we retain sole ownership and control of the reports, data and other materials, except to the extent contained in CPE test reports delivered to you.

5. Marketing

5.1 You may not publish or otherwise distribute any CPE test reports delivered to you, except that you may disclose copies of an unaltered, “as is” CPE test report to your resellers in support of your product claims. You may use the data and results listed in the CPE test reports for your own purposes, but any data and results used by you in any manner for external purposes, such as product packaging, for marketing claims, or in marketing or advertising materials, must not reference CSA Group.



5.2 You may not use or reproduce our name, trademarks, or state or imply that CSA Group has approved, endorsed, or certified the Evaluation Products or any aspects of the Evaluation Products.

5.3. At our request you will promptly amend or discontinue all product packaging, marketing claims, advertising or promotion or other marketing activity deemed by us to be unauthorized, inappropriate or misleading to the public, all at your own expense. This obligation requires you to instruct third parties acting at your direction.