



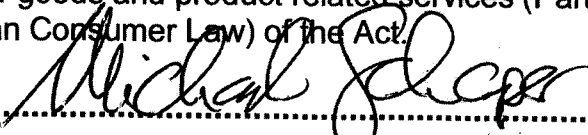
Australian
Competition &
Consumer
Commission

**Final Assessment of Certification Trade Mark Applications 1470203, 1470204,
1470205, 1470206, 1491196, 1522168, 1522169, 1522170, 1522180 lodged by
UL LLC**

The Australian Competition and Consumer Commission (the ACCC), in accordance with the requirements of the *Trade Marks Act 1995*, has completed its Final Assessment of the above Certification Trade Mark (CTM) applications.

The ACCC's Final Assessment is that it is satisfied that:

- (a) the approved certifiers demonstrate the attributes necessary to competently certify the goods and/or services in respect of which the CTMs are to be registered;
- (b) the rules governing the use of the CTMs would not be to the detriment of the public; and
- (c) the rules governing the use of the CTMs are satisfactory having regard to the principles relating to restrictive trade practices set out in Part IV of the *Competition and Consumer Act 2010* (the Act) and the principles relating to unconscionable conduct (Part 2-2), unfair practices (Part 3-1), and safety of consumer goods and product related services (Part 3-3) in Schedule 2 (Australian Consumer Law) of the Act.

Signed.....  (Deputy Chair)

Date..... 
01 February 2016

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REGULATIONS

Certified copy
pursuant to section 175(2)(b)
of the Trade Marks Act 1995

M. S. [Signature] 08 March 2016
Commissioner Date



These are the Regulations governing the use of the "CERTIFIED" Certification Trade Mark of UL LLC (the "Company") in relation to the Class 10 goods set forth in Appendix 1.

DEFINITIONS

1. For the purposes of these Regulations, unless otherwise stated:



"Certification Trade Mark" means the trade mark "CERTIFIED" of the Company.

"Certification"; "Certified" means that the Company has assessed a sample of manufactured goods to determine compliance with the Requirements; Product constructed and marked in accordance with the Requirements shall be deemed Certified.

"Client" means a manufacturer or merchant authorized to represent its goods as Certified.

"Company" means UL LLC of 333 Pfingsten Road, Northbrook, Illinois 60062-2096, United States of America.

"Field Representative" means UL International Australia Pty Ltd., Level 5, Nexus Building; Norwest Business Park; Columbia Court; Baulkham Hills, NSW 2153; Australia

"Directories" means a record of the Clients authorized to use the Certification Trade Mark maintained and periodically published by or on behalf of the Company.

"Procedure" means a document issued by the Company or its licensed affiliates upon determination that a product is eligible for the Certification Trade Mark. The document is loaned to a manufacturer for use by the manufacturer and the Field Representative. It contains requirements and other provisions and conditions regarding the certified product, the use of the Certification Trade Mark on the product and the conduct of follow-up inspections.

"Product" means goods eligible to bear the Company's Certification Trade Mark.

"Report" means a report with the results of testing and assessment to applicable Requirements and issued by the Company or its licensed affiliates to the applicant who has submitted goods for testing and certification.

"Requirements" means the requirements applicable to the Products as applied by the Company and its licensed affiliates, including safety, sustainability and

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other standards published or used by the Company from time to time, as further described in Appendix 2.

“Services” means safety testing and assessment, environmental sustainability testing and assessment, quality management system assessment and registration, and follow-up inspections by the Company and its licensed affiliates.

“Standards” means the standards applicable to the Products as applied by the Company and its licensed affiliates from time to time, as further described in Appendix 2.

“Global Services Agreement” means a written agreement between the Company or its licensed affiliates and the party who applies to have its goods or systems tested and examined by the Company or its licensed affiliates. A current sample of the Global Services Agreement can be found at <http://ul.com/corporate/contracts/agreement/>

OWNERSHIP OF CERTIFICATION MARK

2. The Certification Trade Mark is the property of the Company and shall not be used by any manufacturer or merchant except in accordance with these Regulations.

ADMINISTRATION OF REGULATIONS

3. These Regulations shall be administered by the Company.

RECORD OF CLIENTS

4. The Company's Directories contain records of Clients including each Client's name, address, trade description and enrollment date and product material or system eligible to use the Certification Trade Mark. Evidence of a company no longer being authorized to use the Certification Trade Mark is by its non-inclusion in the Directories or failure to appear on the Company's web site. The Directories are available online. The Company's website <http://ul.com/> also provides free and quick access to the Directories.

CERTIFIABLE GOODS

5. The Certification Trade Mark shall be used in relation to the classification of goods listed set forth in Appendix 1.

AVAILABILITY

6. Certification of Products is available to all entities and individuals who meet the applicable Requirements and the terms of the Global Services Agreement.

APPLICATION AND AUTHORIZATION TO USE CERTIFICATION TRADE MARK

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7. An applicant desiring certification shall complete and sign a Global Services Agreement. Only the company or its licensed affiliates (being companies within the UL corporate group or entities controlled by, controlling, or under the common control of a UL company) may assess a request for certification pursuant to the terms of a Global Services Agreement. To authorize an applicant to use the Certification Trade Mark, the Company must be satisfied that:
 - (a) the applicant is a manufacturer or distributor of any or some or all of the goods described in Appendix I;
 - (b) the goods submitted for Certification are in the process of being manufactured or will be manufactured for sale;
 - (b) the applicant has signed a Global Services Agreement; and
 - (c) the goods submitted by the applicant conform with the Requirements.
8. The company or its licensed affiliates shall test products submitted by an applicant pursuant to a Global Services Agreement in accordance with the Standards. On conclusion of the testing and assessment, the Company or its licensed affiliates shall issue a Report to the applicant.
- 8A. In testing products pursuant to a Global Services Agreement, the Company shall fulfill the requirements of ISO/IEC 17065 being the standard entitled "Conformity assessment - Requirements for bodies certifying products, processes and services", or any similar standard as issued by the International Organization for Standardization from time to time. To the extent that testing is carried out within laboratories under the control of the Company's licensed affiliates, such laboratories are required to comply with the Company's certification testing accreditation requirements (including the Company's operational procedures, laboratory site qualification policy and any instructions or directives by the Company) under an accreditation agreement between the Company and licensed affiliates within the UL corporate group.
9. Every applicant who satisfies the conditions set out in Regulation 7 above shall be issued a Procedure and shall be authorized to use the Certification Trade Mark in relation to the specific goods certified for such time as these goods continue to comply with the Global Services Agreement, the Requirements and the Procedure.

PROVISION OF STANDARDS

10. Standards shall be made available by the Company or its licensed affiliates to parties seeking Certification.

COMPLIANCE WITH REQUIREMENTS

11. All Products represented as Certified shall comply with the Requirements.
12. The Company, its licensed affiliates or their authorized representative perform unannounced inspections of the Products at the Client's factory and elsewhere. [Samples may come from the market place]

13. Every Client shall at any time within normal business hours permit any representative duly authorized by the Company or its licensed affiliates, free access to any facilities where the Product is manufactured, tested or stored and shall receive the cooperation of the Client's staff to facilitate the inspection of all Products represented as Certified.
14. If any inspection reveals deviations from the Requirements, the Client must, within a specified time, correct such deviations or cease using the Certification Trade Mark.

USE OF CERTIFICATION MARK

15. A Client shall apply the Certification Trade Mark only to goods that are certified and specified in the Directories and that conform with the Procedure and the Requirements, and the Client shall do so only by:
 - (a) a label which combines a representation of the Certification Trade Mark with the identification given by the Company or its licensed affiliates to the Client and such other data as may be specified by the Company or its licensed affiliates; or
 - (b) a representation of the Certification Trade Mark stamped, cast or molded directly on or in the Products and such other data as may be specified by the Company or its licensed affiliates.
16. A Client may print or otherwise represent the Certification Trade Mark on its own packaging. If in other trade literature or press advertisements, or in any other manner authorized by the Company or its licensed affiliates, use shall only be made in respect of the Client's certified goods included in the Directories.

BREACH OF REGULATIONS AND WITHDRAWAL OF AUTHORIZATION

17. If any applicant, Client, or the Client's manufacturers commit any breach of these Regulations, the Global Services Agreement, the Procedure or the Requirements, the Company may revoke or suspend the Client's authorization to use the Certification Trade Mark.
18. The Company may withdraw its authorization to a Client to use the Certification Trade Mark if:
 - (a) the Client fails to use the Certification Trade Mark on the certified goods for a period of twenty-four (24) consecutive months;
 - (b) the Client is subject to any voluntary or involuntary petition for bankruptcy;
 - (c) the Client has made any arrangement or compromise with creditors;
 - (d) a receiver has been appointed for or in relation to the business of the Client; or
 - (e) the Client is subject to voluntary or involuntary liquidation.

The Company shall notify the Client of such decisions in writing.

19. The Client shall indemnify the Company and its licensed affiliates against any financial losses that the Company and its licensed affiliates may incur as a result

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of the Client's failure to comply with the Regulations, the Requirements and/or the Global Services Agreement.

APPEALS

20. Any applicant or Client aggrieved by:
- (a) the Company's refusal to authorize use of the Certification Trade Mark;
 - (b) the Company's revocation or suspension of its authorization to use the Certification Trade Mark; or
 - (c) any other issue relating to the Certification Trade Mark,
- should first attempt to resolve that disagreement with the responsible primary designated engineering manager and director. If the matter cannot be resolved, the Client or applicant may appeal to the Chief Technology Officer. If the dispute still cannot be resolved, the Client or applicant may appeal to senior management, which includes the President and Chief Executive Officer of the Company ("Senior Management").
21. If the complainant is not satisfied after appealing to Senior Management, the complainant may utilize an independent organization for complaints involving technical issues as follows:
- (a) issues involving methods of measurement or interpretation of test results shall be referred to the National Institute of Standards and Technology ("NIST"), provided that, in NIST's opinion, the importance of the case justifies its consideration by NIST and the parties involved agree to accept and abide by the decision of NIST; and
 - (b) for other technical issues, the Company shall convene its Technical Appeals Board, an independent body which consists of members from the insurance industry, government bodies, public safety organizations, educational institutions, consumer councils and other standardization bodies.
22. Upon completing the review of an appeal at any level, the resolution shall be provided in writing to the complaining applicant or Client. If the applicant or Client is dissatisfied with the resolution, it may proceed to the next level of appeal. If an appeal is reviewed by any outside organization, the Company shall have absolute discretion in rendering the final decision regarding Certification.

ALTERATION OF REGULATIONS

23. The Company may amend these Regulations or write new Regulations in whole or in part, but no such amendment or new Regulations shall affect a Client's rights to use the Certification Trade Mark except with two (2) months' advance written notice to the Client.

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APPENDIX 1 – TYPES OF GOODS TO BE CERTIFIED BY THE CERTIFICATION TRADE MARK

The Certification Mark is to be used in relation to the following classes of goods:

Class 10:

Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials

APPENDIX 2 – FURTHER DETAILS OF THE STANDARDS AND REQUIREMENTS

The Company is an independent third-party assessor of thousands of different types of products, components, materials and systems.

In 2012, the Company conducted in excess of 92,000 product investigations involving more than 20,000 different types of products. More than 22 billion different certification trade marks of the Company appeared on products worldwide in 2012.

The Standards and Requirements refer to technical requirements that are dependent upon the particular product that the Company is requested to certify in accordance with these Regulations. Due to the large variety of products that the Company considers for certification, it is not practicable to list all the Standards and Requirements that apply to each different product in these Regulations.

The Standards set out technical information relating to the manufacture and testing of goods. The Company applies the Standards to determine the relation of various materials, devices, products, equipment, constructions, methods and systems to hazards affecting life, property and/or the environment. The Company's website contains a catalogue of 1,323 Standards that authorised applicants may access at <http://ulstandards.ul.com/standards-catalog/>.

The Requirements relate to technical Product requirements or the requirements of a particular industry program or code that may apply. By way of example, the broad range of technical requirements that may apply to the Company's assessment services from time to time is available on the Company's website at <http://ul.com/corporate/contracts/service-terms-for-ul-services-for-gsas-effective-after-dec-31-2011/>

