

Indonesia - SNI Certification Service Terms

These Service Terms shall govern the Indonesian National Standard (“SNI”) Certification Services performed by the UL Contracting Party (as identified in the Quotation or Project Confirmation and set out your responsibilities and obligations as a Client (“you” or “your” as the context requires). The SNI Certification Scheme is administered by Ministry of Industry (MOI) and Ministry of Energy & Mineral Resources (MOE) in accordance with the regulation of applicable commodity. PT. UL International Indonesia (“UL Indonesia”) is a certification body accredited by Komite Akreditasi Nasional (“KAN”) and designated by MOI & MOE for the SNI Certification Scheme. These Service Terms and the terms of the Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of the Service Agreement entered into by the Parties for SNI Certification Services. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

1. **Scope of Service.** UL Contracting Party utilizing its affiliate, UL Indonesia will evaluate Client’s products in accordance with the Indonesia SNI Certification Scheme requirements (“Services”). The Services requested by Client for specific projects shall be set out in a Quotation or Project Confirmation.
2. **Product Investigation.** Upon Client’s submitting a device, equipment, material, documents, or system (“Product”), UL Indonesia will provide a product investigation designed to assess the Product’s conformity to the SNI Certification Scheme requirements (“Product Investigation”). A Product Investigation consists of the following:
(a) performance of tests on samples of a Product, in accordance with the SNI Certification Scheme requirements; and/or (b) evaluation of Product construction criteria by examination of Product documentation and testing documentation of the samples of the Product, in accordance with the SNI Certification Scheme requirements. The purpose of such Product Investigation is to determine whether the Product complies with the requirements of the SNI Certification Scheme.
3. **Price.** A Quotation or Project Confirmation will establish the price for Services. The price will depend upon the type of Product and the Product Investigation requirements. All Quotations and Project Confirmations are subject to change at UL Contracting Party’s discretion, upon reasonable notice to the Client, due to any additional project specific requirements or scope changes.
4. **Compliance with Indonesia SNI Certification Scheme Requirements.** If a Product submitted is found in compliance with SNI Certification Scheme requirements, UL Indonesia will issue a SNI certificate (“Certificate”) to Client. A Client who has been issued a SNI Certificate is the “Certificate Holder”. UL Contracting Party, through UL Indonesia, reserves the right to notify Client and the MOI and MOE if the Product fails to comply with the applicable SNI Certification Scheme requirements.

UL Contracting Party, through UL Indonesia, also reserves the right to withdraw the Certificate if, in the sole opinion of UL Indonesia, the Client obstructs in any way the aim, operation, or development of the SNI Certification, fails to take action regarding misuse of Certificate, or otherwise violates the SNI Certification Scheme.
5. **Indonesia SNI Certification Services and ISO/IEC 17065 Requirements.** As an accredited certification body UL Indonesia complies with the SNI Certification Scheme and ISO/IEC 17065 requirements. Consistent with these requirements, Client

understands and expressly agrees that, according to section 4.1.2.2 of ISO/IEC 17065:

- 5.1 Client shall fulfill the SNI Certification Scheme, including implementing appropriate changes when they are communicated by UL Indonesia or MOI or MOE (4.1.2.2 a);
- 5.2 If the certification applies to ongoing production, Client will ensure that the certified Product continues to fulfill the SNI Certification Scheme requirements (4.1.2.2 b);
- 5.3 Client shall make all necessary arrangements for: (4.1.2.2 c)
 - a) the conduct of the evaluation and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and Client's subcontractors;
 - b) investigation of complaints; and
 - c) the participation of observers, if applicable;
- 5.4 Client shall make any and all claims regarding certification consistent with the scope of certification (4.1.2.2 d);
- 5.5 Client shall not use its product certification in such a manner as to bring UL Indonesia into disrepute and shall not make any statement regarding its product certification that UL Contracting Party may consider misleading or unauthorized (4.1.2.2 e);
- 5.6 Upon suspension, withdrawal, or termination of certification, Client shall immediately discontinue its use of all advertising matter that contains any reference thereto and shall take action as required by the SNI Certification Scheme (4.1.2.2 f);
- 5.7 UL Contracting Party allows the Client to provide copies of the certification documents to others, the UL Documents shall be reproduced in their entirety or as specified in the SNI Certification Scheme (4.1.2.2 g);
- 5.8 In making reference to its product certification in communication media such as documents, brochures, or advertising, Client shall comply with the requirements of UL Contracting Party or as specified by the SNI Certification Scheme (4.1.2.2 h);
- 5.9 Client will comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the Product (4.1.2.2 i);
- 5.10 Client will keep a record of all complaints relating to compliance with certification requirements and makes these records available to the UL Contracting Party when requested, and (4.1.2.2 j):
 - a) will take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification; and
 - b) will document the actions taken; and

- 5.11 Client will inform UL Contracting Party, without delay, of changes that may affect its ability to conform with the certification requirements such as modifications to the Product. (4.1.2.2 k).
6. **Rights and Obligations of Certificate Holders.** Certificate Holder agrees that certified Products, manufactured and supplied by it are as set out in the Certificate. Furthermore UL Contracting Party authorizes the Certificate Holder to state that the Product covered by the Certificate has been certified in accordance with the standards and rules of the SNI Certification Scheme.
- 6.1 The Certificate Holder is entitled to:
- a) Use a certificate issued by UL Contracting Party in accordance to the SNI rules;
 - b) Affix the SNI mark on the product or its packaging, including the scope of certification. The procedures for affixing the SNI mark is set out in **Annex I** of this document;
 - c) Request addition or reduction of the scope of certification;
 - d) File a complaint, appeal and dispute with UL Contracting Party; and
 - e) To be informed of any changes related to the requirements for certification.
- 6.2 The Certificate Holder has the following obligations:
- a) Accept and adhere to the terms of their Service Agreement;
 - b) Bear the costs set by UL Contracting Party for the implementation of certification and surveillance activities;
 - c) Allow personnel from UL Contracting Party unlimited access during working hours without prior notice to local factory covered by the certificate;
 - d) Immediately inform UL Contracting Party if there are any:
 - i. Changes in its organization and management;
 - ii. Changes in its address, ownership, legal status and commercial status of the organization;
 - iii. Changes in its management system guidelines, policies or procedures;
 - iv. Changes in its equipment, facilities and/or other resources that can affect product quality; or
 - v. Changes in its product design or process;
 - e) To meet the requirements of certification schemes when making reference to its certification status in communication media such as the Internet, brochures, advertising, or other documents;
 - f) Not make any misleading statement related to the certification;
 - g) Not use a certification document or part of it in a misleading manner;
 - h) In case of suspension or revocation of certification, immediately stop the use of all advertising matter that contains a reference to certification;
 - i) In case of reduced certification scope, all related advertising materials must be immediately changed;
 - j) Not to imply that the certification applies to activities outside the scope of certification;
 - k) Not to use the certification that will result for UL Contracting Party and/or certification system loss of reputation and public trust;
 - l) Carry out corrective action against nonconformity found during the audit;
 - m) Comply with the use of SNI mark and Certificate;

- n) Ensure that the Products covered by the Certificate produced in accordance with the standards and specifications are the same as the sample product tested by UL Contracting Party; and
- o) Send Product samples to the UL Indonesia laboratory, or other laboratory to which the samples have been assigned by UL Indonesia at its sole expense.

7. **Evaluation Process.** The evaluation process shall be conducted after the SNI Certification Scheme requirements are complete and accepted, with the recommendation of the MOI issued by the Directorate-General in accordance with the applicable commodity. The evaluation process includes an audit of the quality management system and or audit products, product sampling and testing. The audit and sampling products are based on SNI Certification Scheme requirements.

Audit for adequacy of the Quality Management System shall be conducted if the Client does not have ISO 9001 certification or equivalent. Quality Management System review of documents shall be made before the on-site audit. Corrective action on the findings of the audit nonconformities must be made by the Client within the time limits set and the results delivered to UL Contracting Party.

Sampling shall be performed in conjunction with the audit or separately as needed. Pickup location and number of samples taken shall be in accordance with the SNI Certification Scheme requirements.

8. **Review and Certification Decisions.** Certification review is conducted by UL Contracting Party based on evaluation results.

If the Product is found to be compliant with the SNI Certification Scheme requirements, UL Contracting Party will issue a Certificate. The Certificate is valid for four (4) years from the date of issuance which the Product regulated by MOI and three (3) years for the Products regulated by MOE.

9. **Use of SNI Marking, Certificate.** The requirements for use of SNI mark and Certificate are in **Annex I** of this document.

SNI Certification Services shall not result in UL Contracting Party issuing product safety certification or any authorization to use any UL Marks. Unless explicitly authorized by UL Contracting Party in a Service Agreement, Client shall not use UL Contracting Party's, UL Indonesia's or any other UL Company's, name, abbreviation, or symbols, or any other form of reference which may be interpreted to refer to UL 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.

10. **Surveillance.** Certificate Holder is subject to surveillance at least once a year during the period of validity of the certificate for maintaining compliance to the SNI Certification Scheme requirements unless otherwise specified. UL Contracting Party's surveillance shall consist of audit of quality management system and/or product audit, product sampling and testing in the laboratory. The result of surveillance may be reduction, suspension, or withdrawal of Certificates.

11. **Suspension and Withdrawal of Certificates.** Suspension of certificates may occur if one or more of the following occurs:
- a) Failure and violations to comply with the SNI Certification Scheme requirements;
 - b) The Certificate Holder does not allow surveillance audits at the required frequencies;
 - c) The Certificate Holder voluntarily requests for withdrawal; or
 - d) The Certificate Holder does not meet its payment obligations.

UL Contracting Party may determine at its sole discretion a period of suspension and notify Certificate Holder of such suspension in order for Certificate Holder to remedy any of the above. Such period of suspension shall be for no more than six (6) months otherwise the Certificate is subjected to be withdrawn.

During the suspension period, the Certificate Holder is not allowed to apply the SNI mark on products falling within the scope of certification and may not use the Certificate for any purpose. Suspension status of the certification should be publicly accessible.

Certification is withdrawn if the conditions as described in second paragraph in Clause 11 and Clause 9 above are not corrected within the set time limits. The Certificate Holder is informed of the decision to withdraw certification and is advised not to continue using the SNI mark, and not to use the certificate in any form and under any circumstances.

All documents and records relating to the Certificate Holder are excluded from the list of Certificate Holders and the revocation status can be accessed by certain parties if required.

12. **Reduction and Scope Expansion of Certification.** Reduction or scope expansion of the certification is the reduction or addition of scope of certification including brand, type, kinds, sizes, of products and importers (for overseas).

The scope of certification awarded may be reduced in case the condition of one or more of the following occurs:

- a) Due to breach of these Service Terms, or
- b) Request of Certificate Holder.

The decision on reduction of scope shall go through the stages of the review process and UL Contracting Party shall notify the Certificate Holder. The result of the reduction in the scope of certification will be monitored by the audit team of UL Contracting Party when exercising surveillance or recertification audit. The Certificate Holder is allowed to apply for an additional scope of certification from UL Contracting Party. Time, cost, and evaluation activities will be determined by UL Contracting Party in accordance with the certification scheme. The additional scope may be granted if the evaluation results comply with the requirements.

Certificates that are issued with inclusions/exclusions in accordance with the new scope shall have the validity based on the previous certificate.

13. **Re-Certification.** A Re-certification notice will be sent out in advance before the expiration date of the Certificate. If the Certificate Holder is not willing to re-certify, then the Certificate Holder must no longer use the SNI mark and Certificate in any form and under any circumstances. If the re-certification is in the process of completion while the previous Certificate has expired, then the Certificate Holder will not use the SNI mark

and Certificate in any form and under any circumstances until the new Certificate is issued. The Re-certification will follow the same process as the initial certification.

14. **Publication.** The Certificate Holder has the right to publish that they have been granted the certification and have been authorized to announce their certified product as per the SNI Certification Scheme requirements. UL Contracting Party shall submit a written report to the regulatory as well as to Certificate Holder about the issuing, refusal, devolution, and revocation of Certificate.
15. **Changes or Revision of SNI Certification Scheme requirements.** In case of any revision of the SNI Certificate Holder Certification Scheme requirements related to the Products which already have a certification, UL Contracting Party will inform the Certificate Holder about the revisions. The Certificate Holder must follow the requirements of the revised SNI Certification Scheme requirements and demonstrate that its product meets the revised requirements.

UL Contracting Party will evaluate, assess, and determine if the product manufactured by the Certificate Holder complies with the requirements of revised SNI Certification Scheme requirements. UL Indonesia may issue a new Certificate in accordance with the revised SNI Certification Scheme requirements if it makes the decision to grant certification.

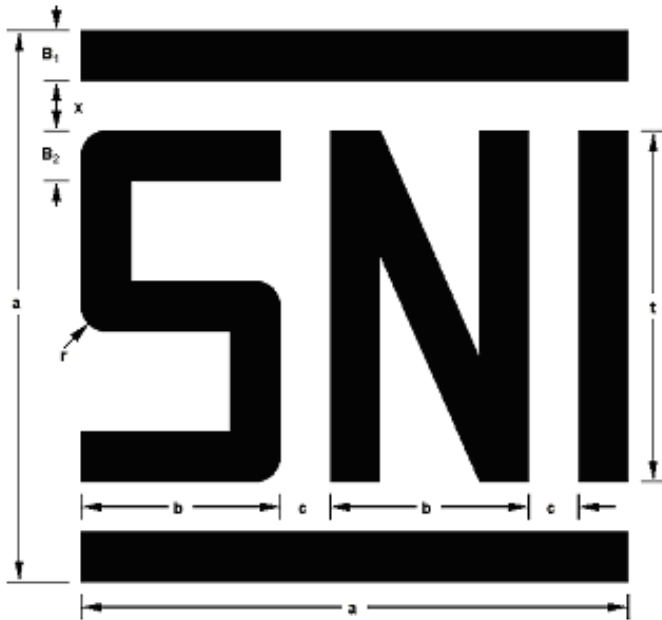
16. **Complaints and Appeals.** The Certificate Holder can submit a complaint in writing to UL Contracting Party relating to the activities that are the responsibility of UL Contracting Party. UL Contracting Party will follow-up on the complaint and communicate the results of the resolution to the Certificate Holder.

Customers of Certification Holders or other parties may submit a complaint in writing to UL Contracting Party related to the quality of Products that are certified. UL Contracting Party will deliver such complaints to the Certificate Holder to be investigated and the Certificate Holder is required to take the corrective actions within a set time frame as designated by UL Contracting Party. Certificate Holder will communicate the results of the corrective action to both UL Contracting Party and the complaining customers.

The Certificate Holder or other party may appeal to UL Indonesia, if the decision of UL Indonesia about the completion of the filing of the complaint is considered unsatisfactory.

An appeal must be made in writing and delivered to UL Indonesia no later than thirty (30) days after the complaint settlement decision is received by the complainant. Appeal decisions will be communicated to the parties concerned and the decision cannot be contested.

Annex I. Procedure on Affixing SNI Mark



SNI aa-bbbb-yyyy

LSPr-XXX-IDN

SNI aa-bbbb-yyyy refers to SNI number.

LSPr-XXX-IDN is Registration Number issued by KAN

Dimension of SNI mark as follow:

a	b1	x	b2	t	r	b	c
a	a / 11	a / 11	a / 11	7a / 11	a / 11	4a / 11	a / 11

The SNI mark shall be affixed directly to the product, unless this is not possible due to the size of the product. If the SNI mark cannot be affixed directly to the product, it shall be affixed to the packaging.

The SNI mark shall be placed in a prominent place with the dimensions of the SNI mark appearing in such a way that the SNI mark and supplementary information can be read easily without any additional tools.