

## Saudi Arabia SABER Program Service Terms

These Service Terms shall govern Saudi Arabia SABER Services performed by the UL Contracting Party (as identified in the Quotation or Project Confirmation) utilizing its affiliate notified body, UL International Demko A/S (“UL Demko”), UL-CCIC Company Limited (“UL-CCIC”), UL Middle East FZ-LLC (“UL-ME”), or UL LLC (“we”, “our” or “us” as the context requires), designated by the Saudi Standards, Metrology and Quality Organization (“SASO”) to conduct the conformity assessment, and set out the responsibilities and obligations of the Client (“you” or “your” as the context requires), the Manufacturer/Supplier and the Conformity Assessment Body (“CAB”). These Service Terms and the terms of the Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for SABER 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.** We will assess your products for compliance with applicable SASO technical regulations and standards. Upon confirmation that said product complies with the requirements of SASO, the relevant UL Contracting Party will issue to Client SABER Product Certificate(s) of Conformity (“SABER PCoC”) stating that Client’s products that are compliant with standards and/or technical requirements issued or determined by SASO. The specific technical regulations in the Kingdom of Saudi Arabia applicable to the product will be written on the SABER PCoC. We will study and, if deemed correct, approve your SABER Shipment CoC (“SABER SCoC”) requests for your products covered by SABER PCoC, for Saudi customs clearance.

**2. Information, Data, and Materials.** You agree to provide all relevant information, test data, test report (e.g. test report issued by a Certification Body’s laboratory or by third party laboratory accredited to ISO/IEC 17025 issued by an Accreditation Body signatory to International Laboratory Accreditation Cooperation (ILAC) or Asia Pacific Accreditation Cooperation (APAC) Mutual Recognition Agreement (MRA), photographs, rating plates, labels and instruction manuals in Arabic and English. If you are submitting test reports and documents owned by the original manufacturer or by a different company, you declare you are authorized to use such documents for the application for SABER product certification.

**3. Work Schedules and Cancellation.** All schedules and completion dates provided by us are estimates. We shall not be liable in the event of delays in performance of the Assessment Services. Your sole remedy for delay is to terminate the GSA according to its terms. You may elect to discontinue or postpone the Assessment Services at any time upon written notice to us. You shall be responsible for payment of all Assessment Services performed prior to our receipt of such notice and any fees associated with the termination or postponement. We shall not be held liable for any errors or deficiencies in connection with the work already performed and you shall not use any UL Company's name, UL Contracting Party's name, or UL Demko’s, UL LLC’s, UL-CCIC’s, or UL-ME’s name in connection with your products or quality assurance systems.

**4. Fees.** The UL Contracting Party’s Quotation or Project Confirmation will establish the price for the UL Contracting Party’s Services. The price guideline for the conformity assessments is set by SASO. Any costs involved with testing, evaluation, inspection, and certification of the product to Saudi standards and/or technical requirements will be quoted separately and set by the UL Contracting Party and is subject

to change at the UL Contracting Party's discretion, upon reasonable notice to the Client, due to any additional project specific requirements or scope changes.

**5. Compliance with Saudi Standards and/or Requirements.** As a pre-requisite for the UL Contracting Party issuing a SABER PCoC, Client's products must comply with SASO requirements. This includes evaluations to any required Saudi standards and/or technical requirements required by SASO. This may also include Client's manufacturer being subject to audits as required by the Kingdom of Saudi Arabia including but not limited to visits to their authorized factory(ies). If an audit is required by the Kingdom of Saudi Arabia, Client agrees that it will give the authorized Saudi representative full and unfettered access to their factory. All such factory visits will be accompanied by the UL Contracting Party's authorized inspection representative and will be billed to Client at the UL Contracting Party's current rates.

**6. Use of Name and Marks.** SABER Services shall not result in the UL Contracting Party issuing product safety certification or any authorization to use the UL Marks. Unless explicitly authorized by the UL Contracting Party, Client shall not use the UL Contracting Party's, or any other UL Company's, name, abbreviation, or symbols, or any other form of reference which may be interpreted to refer to the 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.

**7. Responsibilities of the Client.** Client agrees to be responsible for any and all products shipped into the Kingdom of Saudi Arabia under a SABER SCoC. Furthermore, Client agrees to take any and all responsibility for products shipped under a SABER SCoC issued by the UL CAB to Client that do not actually comply with the standards and/or technical requirements as specified in the SABER PCoC. Responsibilities include but are not limited to the costs of any recall of said products, indirect and direct cost related to any damages caused by said products within the Kingdom of Saudi Arabia and any fines or damages levied upon the UL Contracting Party by SASO or any Saudi entity or individual due to a product that does not conform to the standards and/or technical requirements as specified in the SABER PCoC that is shipped into the Kingdom of Saudi Arabia. Client agrees to allow the UL Contracting Party to notify SASO or other Saudi authorities, such as Saudi Customs, of any non-conformity found at point of inspection of shipment that Client does not take corrective action to correct.

**8. Responsibilities of the Manufacturer/Supplier.** The Manufacturer/Supplier shall cooperate with the Regulatory Bodies and with Market Surveillance Authorities, providing the technical documentation, test reports and any other documented information proving fulfilment of the requirement of these regulations, as requested by UL CAB.

**9. Responsibilities of UL SASO approved CAB.** SABER is an online system created by SASO: UL CAB is not responsible of possible malfunctions or errors on the system. The service fulfillment depends on SABER and it is not guaranteed for every product category. If and when SABER is not available for the involved product category, UL can offer a different path for Saudi Market Access support, with a separate quotation. UL does not offer tracking/alert services for the maintenance of SABER PCoC: the validity/expiration check is under the responsibility of SABER certificate holder. In case of non-compliance, we will notify you with the reasons of the negative outcome of the conformity assessment. The Client is responsible for declaring models and quantities shipped: UL is not responsible for any issue with Saudi

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09/12/2019

Customs during customs clearance of the goods if models or quantities shipped are different from the ones present on SABER SCoC.