## SAUDI ARABIA – Water Efficiency Label

## **Service Terms**

These Service Terms shall govern Saudi Water Efficiency Label (WEL) Technical Reviews performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) on behalf of Saudi Standards, Metrology and Quality Organization ("SASO") and set out the responsibilities and obligations of the Client. 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 Saudi Water Efficiency Label Technical Reviews Service. The capitalized terms in these Service Terms shall have the same meaning as in the GSA.

- Application. Client submits a request to SASO to obtain the WEL through <u>Water SLS</u> <u>Online System</u>, this request includes the required Technical File and Documentation as per the Technical Regulation of Water Rationalization Tools No. BD-06-04-16-156 and its amendments.
- 2. SASO Review. SASO performs the initial application review, and upon completion, SASO choses one of the authorized Conformity Assessment Bodies (the "CAB") affiliated with and/or subcontracted by the UL Contracting Party to perform the Technical Review of Technical File according to the Requirements of the Technical Regulation of Water Rationalization Tools No. BD-06-04-16-156 and its amendments
- **3. Scope of Service.** Upon the CAB receiving of the application from SASO, Client authorizes UL Contracting Party (using CAB) to perform technical reviews of documentation in compliance with the requirements of the technical regulation of Water Rationalization Tools No. BD-06-04-16-156 and its amendments.
- 4. Price. A Quotation or Project Confirmation will establish the price for UL Contracting Party's Services. The price guideline for the WEL is set by SASO and can be found in the Water Rationalization Tools No. BD-06-04-16-156 Technical Regulation and its amendments. Additional investigation and services shall be quoted separately by UL Contracting Party.
- 5. Technical review phase. Upon completion of technical review of documentation and the information provided within the application of the WEL, UL Contracting Party through Water SLS Online System will provide Client with the results of the technical review and application study. If UL Contracting Party requires Client to resolve any non-conformances or provide any missing documents/information, Client shall complete any missing documents/information within (30) days.

- 6. License and Label decision. The Client understands and agrees that the final decision of granting the WEL license is only taken by SASO without any involvement of any other parties.
- 7. Transmission of Information. Client agrees and authorizes UL Contracting Party to transfer all data and technical information concerning products and/or factories to SASO for the unique purpose of conformity assessment under the WEL scheme. Client authorizes UL Contracting Party to transmit unencrypted Client Confidential Information and other information through the Internet or a public network to e-mail addresses and/or other locations provided by Client. Client acknowledges that UL Contracting Party cannot guarantee the privacy and confidentiality of such transmissions and agrees that UL Contracting Party shall not be liable for any damages resulting from such transmissions.
- **8. No Opinion.** Client agrees that UL Contracting Party is not providing any opinions on findings regarding whether Client qualifies for certification and/or will be issued an evaluation report by Evaluation team
- 9. Use of SASO WEL. WEL is the exclusive property of SASO. WEL cannot be displayed in any manner without SASO's prior authorization subject to agreement and conditions by SASO. Client shall follow all the instructions of usage of the WEL required by the relevant regulation (the Water Rationalization Tools No. BD-06-04-16-156 Technical Regulation and its amendment). The Client warrants to apply WEL only on the licensed products as per the terms and instruction of the relevant regulation and as authorized by SASO. The use of the WEL is under the sole responsibility of the Client and subject to SASO authorization which shall be granted at SASO's sole discretion.
- 10. Independent Contractor. UL Contracting Party is an independent contractor. UL Contracting Party and Client intend that nothing in these Service Terms shall be construed as creating an employment relationship, joint venture or other business group or concerted action.
- **11. Responsibilities of UL towards SASO online system.** Water SLS Online System or any other SASO system is an online system created and managed by SASO: UL is not responsible of possible malfunctions, delays or errors on the system.
- **12. Maintenance of the WEL License.** The WEL license is valid for one year and may be renewed through Water SLS Online System provided that the supplier submits a renewal application at least one month before the expiration date if there are no evidences of the non-conformity of the products during the follow-up works. The validity/expiration check is under the sole responsibility of the license holder