

## SERVICE TERMS: GCC WATER EFFICIENCY SCHEME NOTIFIED BODY SERVICES

These Services Terms shall govern the GCC Water Efficiency Scheme on Notified Body Services provided by the UL Solutions Contracting Party (as identified in the Quotation or Project Confirmation) utilizing its affiliate notified body, UL International Demko A/S ("UL Demko"), designated by the Standardization Organization for the Cooperation Council for the Arab States of the Gulf (GSO), in accordance with the GSO Gulf Technical Regulation for Water-Consumption Conservation Products (MC-230503-01); and set out the responsibilities and obligations of the Client ("you" or "your" as the context requires) and of the Certificate Holder. 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 GCC Water Efficiency Scheme service. 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 the GCC Standardization Organization (GSO) Gulf Technical Regulation for Water-Consumption Conservation Products (MC-230503-01), as amended and incorporated into applicable national law, and any applicable laws, regulations, and standards ("Applicable Requirements"), as may be requested in the Client's Application (the "Assessment Services"). The Services requested by Client for specific projects shall be set out in a Quotation or Project Confirmation.

You understand and hereby confirm that

- Your claims regarding certification are consistent with the scope of certification;
- An application has not been lodged with another notified body for the same product type.

- 2. Information, Data, and Materials.** You agree to provide all relevant information, test data, test report (e.g. test report from appointed notified body's laboratory or third-party laboratory holding accreditation to ISO/IEC 17025 issued by an Accreditation Body that is International Laboratory Accreditation Cooperation Mutual Recognition Agreement (ILAC-MRA) signatory), photographs, markings and instruction manuals in Arabic and English, as well as drawings and components (if not included in test reports or user/installation instructions manual), application for certification. If you are submitting test reports, certifications 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 and issuance of the Water Efficiency Gulf-Type Examination Certificate and Green Label. You and the Certificate Holder give your agreement to us to publish required documents and products data on the GCTS, Gulf Conformity Tracking System (<https://www.gso.org.sa/en/>) owned by the GSO and accessible to the authorities and partially to the public, when required and as per the rules set by the GSO.
- 3. Transfer of Water Efficiency Gulf-Type Examination Certificate and Green Label.** When you transfer from another Notified Body, you agree to submit to us the complete technical documentation. If required, relevant testing will be conducted to verify the results. You also agree to ask the cancellation of the previous Water Efficiency Gulf-Type Examination Certificate and Green Label from the other Notified Body.
- 4. Compliance.** Both you and us shall not deviate from the applicable laws, regulations, and standards governing the Assessment Services, unless Client has obtained an exemption from the relevant authority.
- 5. Language Requirement.** You shall provide all materials and information with respect to the Assessment Services in English, unless the parties have agreed in writing to the use of a different language, and you agree to pay any additional costs related to the Assessment Services, e.g., translation costs. Manual, labelling and marking related to safety must be provided in Arabic and English language for review and approval. Following a reasoned request from the market surveillance authority of a Member State, the manufacturer, the authorized

representative, or the importer have the obligation to provide a translation of the relevant parts of the Technical Documentation into the Arabic language. The notified body cannot be held responsible nor involved in this translation.

- 6. 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 Solutions Contracting Party's name, or UL Demko's or UL LLC's name in connection with your products or quality assurance systems.
- 7. Fees.** We will establish a fee for each project and provide this fee in a Quotation to you. The Quotation will set forth the fees for our Assessment Services, including those fees associated with preparation prior to the assessment activities, and the on-site assessments, reports, reviews, and activities following the assessments, but does not include expenses associated with travel and living which will be billed at cost as incurred. The fees set in the Quotation may include fees to be paid to the GCC Standardization Organization (GSO) to finalize the online registration of the Water Efficiency Gulf-Type Examination Certificate and Green Label. The fees set in the Quotation are subject to change in the event that we determine that additional services are reasonably necessary to complete the Assessment Services. When applicable, additional fees for filing and maintenance of the Certificate and Green Label and for additional copies of reports and documents will be billed separately.
- 8. Water Efficiency Gulf-Type Examination Certificate and Green Label.** If the product for which the request is submitted is determined to conform to the applicable laws, regulations, and standards, you shall be eligible to receive a Water Efficiency Gulf-Type Examination Certificate ("Certificate") and Green Label. We, as notified body, are performing the assessment against the scheme requirements and based on the results we are submitting the product data and required documents to GSO for the registration and issuance of the Certificate and Green Label. We are submitting you the final documents issued through the online registry. The maintenance of the Certificate and Green Label is contingent upon your continued adherence to the terms of the Service Agreement, Including these Service Terms. The Certificate and Green Label may be suspended, cancelled, or fawn at any time if the approved product fails to conform to the applicable laws, regulations, and standards, or if the information, materials, or data you provide to us contain any misrepresentation or omission. Whenever appropriate changes are communicated by UL Demko as Notified Body, these must be implemented: failure to implement such changes will result in certificates' suspension, cancellation, or withdrawal. In the event that your Certificate and Green Label are suspended, cancelled, or withdrawn the Certificate Holder, the Manufacturer and his Authorized Representative, shall immediately cease to use the Green Label on the products listed as well as any related advertising matters.
- 9. Green Label and Gulf Marking.** The Green Label is generated by the online registry and includes the Gulf Marking or Product GCTS, consisting of the G-Mark logo and QR code for product verification. The Green Label shall be affixed to the products or their packaging under the responsibility of the manufacturer or of the authorized representative and shall meet the requirements of the Gulf Technical Regulation for Water-Consumption Conservation Products (MC-230503-01), Articles (17) and (18).
- 10. Modifications to your product.** You, on behalf of the Certificate Holder, must inform us of all modifications to the approved products, which may affect the conformity of the product with the essential requirements of the Gulf Technical Regulation for Water-Consumption Conservation Products (MC-230503-01), GCC Standardization

Organization (GSO) standards and procedures applicable and in force or the conditions in these service terms for the validity of the Certificate and Green Label. Such modifications may require additional approval in form of an addition or amendment to the original Certificate and Green Label.

- 11. Renewal of Certificate and Green Label.** Renewal of the Certificate and Green Label is required upon expiry of the previous Certificate and Green Label and includes the re-assessment performed by us as notified body. You are responsible to inform the Certificate Holder, if different from you, of the expiration of the Certificate and Green Label. You agree to apply for renewal up to and not exceeding a maximum of six months from the expiry date and to submit the complete technical documentation required for the renewal. After positive closure of the assessment and approval by GSO, a Certificate and Green Label will be issued.
- 12. References to UL Solutions Contracting Party or UL Demko.** Unless otherwise authorized in writing by us, we will only permit the use of appropriate references to UL Demko, UL Solutions Contracting Party or any UL Company in the form or text as specified by us. We will not permit Client to use such references in promotional or advertising material.
- 13. Use of Water Efficiency Gulf-Type Examination Certificate and Green Label.** The Water Efficiency Gulf-Type Examination Certificate and Green Label are delivered by us as generated by the online registry. We, as notified body, are performing the assessment against the scheme requirements and submitting the result to GSO. We bear no responsibility on the final authorization and issuance of the Water Efficiency Gulf-Type Examination Certificate and Green Label, made by the GSO. The Water Efficiency Gulf-Type Examination Certificate and Green Label shall be obtained and used only when and, in the manner, authorized by the issuing Regulatory Authority (GSO) and in case of any violations, we would inform the authority about it.

You assume full and sole responsibility for your use of the Water Efficiency Gulf-Type Examination Certificate and Green Label and agree that the approved product will be in compliance with the Applicable Requirements at all times.

In the event that you provide to other parties copies of the certification documents, these shall be reproduced in their entirety.

- 14. Complaints.** You agree to keep a record of all complaints made known to you and related to any covered product in compliance with the requirements of the Gulf Technical Regulation for Water-Consumption Conservation Products (MC-230503-01) and to make these records available to UL Solutions Contracting Party when requested. You also agree to take appropriate action to respond to such complaints and any noncompliance with Marking and Labelling Requirements and keep record of such actions.
- 15. Investigation of Noncompliance.** You, on behalf of the Certificate Holder, agree that you will, at your expense, fully cooperate with and assist in ascertaining the facts if it is reported that the certified products are not in compliance with the Applicable Requirements, or applicable laws, regulations, and standards. Among other things, you shall promptly share any information you acquire regarding the reported noncompliance, involve the manufacturer to take any corrective action necessary to correct any noncompliance, and provide to us timely reports on such corrective action. If we find that a product no longer complies with the requirements we will suspend the certificate, if the manufacturer fails to make corrective actions, we will withdraw the certificate.
- 16. Responsibilities.** We have the responsibility to base the assessment upon sufficient and appropriate objective evidence. You have the responsibility for correctness and completeness of the information and technical data provided with the application for GCC Water Efficiency Certification.  
We will inform the notifying authority of the following:

- a. Any refusal, restriction, suspension, or withdrawal of a certificate.
- b. Any circumstances affecting the scope of and conditions for notification.
- c. Any request for information which we have received from the market surveillance authorities regarding conformity assessment activities.
- d. On request, conformity assessment activities performed within our notification and any other activity performed including cross-border activities and subcontracting.

We will inform other Notified Bodies under the same scope of notification with relevant information on issues related to negative and on request positive conformity assessment results.

**17. No Listing, Classification or Recognition of Product.** You understand and agree that any report, letter, certificate, or authorization delivered as a result of any Assessment Services performed under this program (GCC Water Efficiency), shall not result in UL Demko, UL Solutions Contracting Party, or any UL Company Issuing product safety certification or any authorization to use the Marks and will not indicate acceptability of a product for Listing, Classification or Recognition by UL Demko, UL Solutions Contracting Party, or any UL Company. You shall not use such document in any manner or as the basis of any oral or written representation to convey the impression that any product or system has been or is so Listed, Classified or Recognized.

**18. Applicant acting on behalf of Registration Holder.** According to the GCC Water Efficiency Scheme, the Certificate and Green Label are released to the manufacturer, who is the Certificate Holder.

If you are applying for certification on behalf of the Certificate Holder, you warrant that you are authorized by the Certificate Holder to apply for the first-time certification and its ongoing maintenance according to your specifications. You are obligated to submit the delivered documents and communications and to inform the manufacturer and the Certificate Holder of their responsibilities listed in this service terms and in the applicable laws, standards, and regulations. You are informed that we as the notified body can notify the manufacturer and Certificate Holder regarding the status of the certificate and have the obligation, upon request of the Certificate Holder, to inform and to give access to information related with the application, when the Certificate Holder is being requested to do so by the authorities.