

SERVICE TERMS: INDONESIA – ENERGY EFFICIENCY CERTIFICATION SCHEME

These Service Terms shall govern the Indonesian Energy Efficiency (“EE”) Certification Scheme 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 Indonesia Energy Efficiency Certification Scheme is administered by Ministry of Energy & Mineral Resources (MOE) in accordance with the regulation of applicable commodity. PT. UL International Indonesia (“LsPro UL Indonesia”) is a certification body accredited by Komite Akreditasi Nasional (“KAN”) and designated by MOE for the Energy Efficiency 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 Energy Efficiency 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, LsPro UL Indonesia will evaluate Client’s products in accordance with the Indonesia Energy Efficiency 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”), LsPro UL Indonesia will provide a product investigation designed to assess the Product’s conformity to the Energy Efficiency 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 Energy Efficiency 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 Energy Efficiency Certification Scheme requirements. The purpose of such Product Investigation is to determine whether the Product complies with the requirements of the Energy Efficiency 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 Solutions Contracting Party’s discretion, upon reasonable notice to the Client, due to any additional project specific requirements or scope changes.
4. **Compliance with Indonesia Energy Efficiency Certification Scheme requirements.** If a Product submitted is found in compliance with Energy Efficiency Certification Scheme requirements, LsPro UL Indonesia will issue an Energy Efficiency certificate (“Certificate”) to Client. A Client who has been issued an Energy Efficiency Certificate is the “Certificate Holder”. UL Contracting Party, through LsPro UL Indonesia, reserves the right to notify Client and the MOE if the Product fails to comply with the applicable Energy Efficiency Certification Scheme requirements. UL Solutions Contracting Party, through LsPro UL Indonesia, also reserves the right to withdraw the Certificate if, in the sole opinion of LsPro UL Indonesia, the Client obstructs in any way the aim, operation, or development of the Energy Efficiency

Certification, fails to take action regarding misuse of Certificate, or otherwise violates the Energy Efficiency Certification Scheme.

5. Indonesia Energy Efficiency Certification Scheme and ISO/IEC 17065 requirements.

As an accredited certification body, LsPro UL Indonesia complies with the Energy Efficiency 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:

- 4.1 Client shall fulfill the Energy Efficiency Certification Scheme, including implementing appropriate changes when they are communicated by LsPro UL Indonesia or MOE (4.1.2.2 a);
- 4.2 Client shall make any and all claims regarding certification consistent with the scope of certification (4.1.2.2 d);
- 4.3 Client shall not use its product certification in such a manner as to bring LsPro UL Indonesia into disrepute and shall not make any statement regarding its product certification that LsPro UL Indonesia may consider misleading or unauthorized (4.1.2.2 e);
- 4.4 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 Energy Efficiency Certification Scheme (4.1.2.2 f);
- 4.5 If Client provide copies of the certification documents to others, the document shall be reproduced in their entirety or as specified in the energy Efficiency Certification Scheme (4.1.2.2 g);
- 4.6 In making reference to its product certification in communication media such as documents, brochures, or advertising, Client shall comply with the requirements of LsPro UL Indonesia or as specified by the Energy Efficiency Certification Scheme (4.1.2.2 h);
- 4.7 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);
- 4.8 Client will keep a record of all complaints relating to compliance with certification requirements and makes these records available to the LsPro UL Indonesia 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
- 4.9 Client will inform LsPro UL Indonesia, 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 Energy Efficiency Certification Scheme.

6.1 The Certificate Holder is entitled to:

- a) Use a certificate issued by LsPro UL Indonesia in accordance with the Energy Efficiency Certification Scheme rules;
- b) Affix the Energy Efficiency Label on the product or its packaging, including the scope of certification.
- 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 LsPro UL Indonesia for the implementation of certification activities;
- c) Immediately inform LsPro UL Indonesia 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;
- d) 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;
- e) Not make any misleading statement related to the certification;
- f) Not use a certification document or part of it in a misleading manner;
- g) In case of suspension or revocation of certification, immediately stop the use of all advertising matter that contains a reference to certification;
- h) In case of reduced certification scope, all related advertising materials must be immediately changed;
- i) Not to imply that the certification applies to activities outside the scope of certification;
- j) Not to use the certification that will result for UL Solutions Contracting Party and/or certification system loss of reputation and public trust;
- k) Carry out corrective action against nonconformity found during the audit;
- l) Comply with the use of Energy Efficiency Label and Certificate;
- m) 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 Solutions Contracting Party; and

- n) Send Product samples to the LsPro UL Indonesia laboratory, or other laboratory to which the samples have been assigned by LsPro UL Indonesia at its sole expense.

7. **Evaluation Process.** The evaluation process shall be conducted after the Energy Efficiency Certification Scheme requirements are complete and accepted, with the recommendation of the MOE issued by the Directorate-General in accordance with the applicable commodity. The evaluation process includes testing. The testing products are based on Energy Efficiency 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 to verify compliance. If it does not comply, Client must make appropriate corrective action within the time limit set by LsPro UL Indonesia.

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

If the Product is found to be compliant with the Energy Efficiency Certification Scheme requirements, LsPro UL Indonesia will issue a Certificate. The Certificate is valid for four (4) years for the products regulated by MOE.

9. **Use of Energy Efficiency Certificate and EE Label.** Energy Efficiency Certification Services shall not result in UL Solutions 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, LsPro 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 Solutions Contracting Party or any other UL Solutions Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.

The requirements for use of Energy Efficiency Label shall be followed as prescribed format and specification as required by the Scheme set by MOE.

10. **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 Energy Efficiency Certification Scheme requirements;
 - b) The Certificate Holder voluntarily requests for withdrawal; or
 - c) The Certificate Holder does not meet its payment obligations.

LsPro UL Indonesia 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 Energy Efficiency Label 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 Energy Efficiency Label, 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.

- 11. 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 such as due to breach of these Service Terms, or request of Certificate Holder.

The decision on reduction of scope shall go through the stages of the review process and LsPro UL Indonesia 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 LsPro UL Indonesia. 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.

- 12. 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 Energy Efficiency Label 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 Energy Efficiency Label 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.
- 13. 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 Energy Efficiency Certification Scheme requirements. LsPro UL Indonesia shall submit a written report to the regulatory as well as to Certificate Holder about the issuing, refusal, devolution, and revocation of Certificate.
- 14. Changes or Revision of Energy Efficiency Certification Scheme requirements.** In case of any revision of the Energy Efficiency 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 Energy Efficiency Certification Scheme requirements and demonstrate that its product meets the revised requirements.

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

- 15. 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 LsPro UL Indonesia, if the decision of LsPro UL Indonesia about the completion of the filing of the complaint is considered unsatisfactory.

An appeal must be made in writing and delivered to LsPro 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.