

## SERVICE TERMS: GULF TYPE EXAMINATION NOTIFIED BODY SERVICES

These Services Terms shall govern the Gulf Type Examination on Notified Body Services provided by the UL Solutions Contracting Party (as identified in the Quotation or Project Confirmation) utilizing its affiliate, UL International Demko A/S ("UL Demko"), Notified Body accredited by the Standardization Organization for the Cooperation for the Arab States of the Gulf (GSO), approved in accordance with the GSO Gulf Technical Regulation on Low Voltage Electrical Equipment and Appliances (BD-142004-01) which includes only the list of appliances in TC 143307-1 List (2), under which UL Demko is permitted to issue the Gulf Type Examination Certificate ("we", "our" or "us" as the context requires); and set out the responsibilities and obligations of the Client ("you" or "your" as the context requires) and of the Certificate Holder, if different from the Applicant. 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 Gulf Type Examination Notified Body 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 on Low Voltage Electrical Equipment and Appliances (BD-142004-01), 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 confirm that a) you have not lodged an application for the same product type with another Notified Body and that b) your claims regarding any certification are consistent with the scope of any issued certificate.

- 2. Information, Data, and Materials.** You agree to provide all relevant information, test data, test report (e.g. test report from accredited In-house laboratory, CB (Safety/EMC) Test report and Certificate, if available), risk analysis, drawings, list of components, materials, sub-assemblies and circuits used in the electrical equipment as well as relevant information for understanding the provided documentation, calculations made, examinations carried out, the addresses where the product is manufactured and stored, a list of standards applied, rating plates and labels, instruction manuals in Arabic and English, images of the product. 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 issuance of the Gulf Type Examination certificate. You and the Certificate Holder (as defined in section 18 hereinbelow) give your agreement to us to publish the certificates and products data, related test reports and documents and images on the GSO Notification System (<https://www.gso.org.sa>), 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 Gulf Type Examination Certificate.** When you are transferring a certification from another Notified Body, you agree to submit to us the complete technical documentation and if relevant testing will be conducted to verify the results. You also agree to ensure the cancellation of the previous Gulf Type Examination certification issued by 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 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 Gulf Type Examination Certificate. 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, fees for filing and maintenance of the Certificate and for additional copies of reports and Certificates will be billed separately.
8. **Gulf Type Examination Certificate.** 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 Gulf Type Examination Certificate ("Certificate"). As Notified Nody, we are performing the assessment against the scheme requirements. Based on the results we are submitting the product data and required documents to GSO for the registration and issuance of the Certificate. We are submitting you the final documents issued through the online registry. The maintenance of any Certificate is contingent upon your continued adherence to the terms of the Service Agreement, Including these Service Terms. The Certificate may be suspended, cancelled or withdrawn at any time if the certified 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. In the event that any changes to the certification scheme or applicable standards apply, you will ensure continued conformance of the certified product. Failure to comply will result in the certificates' suspension, cancellation, or withdrawal. In the event that your Certificate is suspended, cancelled, or withdrawn the Certificate Holder, the Manufacturer and his Authorized Representative, shall immediately cease to use the Certificate and add the Gulf Marking on the products listed on the Certificate.
9. **Gulf Marking, GSO Conformity Tracking Symbol (GCTS).** The GCTS is automatically generated by the GSO Notification System and shall be affixed to the certified products under the responsibility of the manufacturer or the authorized representative and shall meet the following requirements:
  - a. The GCTS shall be affixed to the product or the marking plate as generated by the GSO Notification System. The symbol includes three elements (the Gulf Conformity Marking—G-Mark logo, a QR code for product tracking and an outer rectangular border) and is considered as a single unit. It shall comply with the minimum dimension requirements and maintain the proportions; it shall be easily visible, permanent, and readable by QR codes scanners.
  - b. Where, due to the nature of the product, it is not possible to affix the GCTS, the GC marking alone (without QR code and outer border) shall be affixed to the product or the marking plate and have a minimum height of at least 5 millimeters.Notwithstanding the above the GCTS shall always be affixed to the products outer package.
10. **Modifications to your product.** You, on behalf of the Certificate Holder, must inform us of all modifications to the approved type, which may affect the conformity of the product with the essential requirements of the Gulf

Technical Regulation for Low Voltage Electrical Equipment and Appliances ((BD-142004-01), GCC Standardization Organization (GSO) standards and procedures applicable and in force or the conditions in these service terms for the validity of the certificate. Such modifications may require additional approval in form of an addition or amendment to the original Gulf Type Examination Certificate.

- 11. Renewal of Gulf Type Examination Certificate.** Renewal of Gulf Type Examination certificates is required upon expiry and includes the re-assessment performed by us as Notified Body. You are responsible for informing the Certificate Holder, if different from you, of the expiration of the Certificate. You agree to apply for renewal up to and not exceeding a maximum of six months after 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 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 Gulf-Type Examination Certificate and Gulf Marking.** The Gulf Type Examination Certificate and Gulf Marking are delivered by us as generated by the GSO Notification System. We, as Notified Body, are performing the assessment against the scheme requirements and submitting the results to GSO. We bear no responsibility on the final authorization and issuance of the Gulf Type Examination Certificate and Gulf Marking, made by the GSO. The Gulf Type Examination Certificate and Gulf Marking shall be obtained and used only when and, in the manner, authorized by issuing Regulatory authority (GSO) and in case of any violations, we would Inform the Notified Authority about it.

You assume full and sole responsibility for your use of the Gulf Type Examination Certificate and Gulf Marking and agree that the certified product will be in compliance with the Applicable Requirements at all times. You, on behalf of the Certificate Holder, agree that the use of the Certificate and Gulf Marking constitutes the declaration that the Notified Body has assessed the certified product in accordance with the applicable laws, regulations, and standards, and that the products covered by the Certificate are in accordance with the Applicable Requirements. You agree that the promotion of the certified product utilizing any UL Company's name, UL Solutions Contracting Party's name, or UL Demko's name or Certificate would mislead the public if such product is not covered by a Certificate issued by us, does not comply with the Applicable Requirements and applicable laws, regulations, and standards; or is used in any way not authorized by us.

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

- 14. Access to Facilities.** Should the Gulf Type Examination program call for factory inspections, you acknowledge and agree that representatives of UL Solutions Contracting Party, as well as any third-party observers accompanying the representatives, will have free, unannounced, safe, and secure access to factories or storage facilities where the covered product, or any components thereof, are fabricated, processed, finished, stored, or located, during normal business hours or when the factory or storage facilities are actually in operation.
- 15. Complaints.** You agree to keep a record of all complaints made known to you and related to any covered product in compliance with Gulf Type Examination Certificate and Gulf Marking Requirements 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 Gulf Marking Requirements and keep record of such actions.
- 16. 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 product 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.

**17. 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 Gulf Type Examination 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 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.

**18. No Listing, Classification or Recognition of Product.** You understand and agree that any report, Certificate, or authorization, issued as a result of any Assessment Services performed under this program (Gulf Type Examination), 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 report or Certificate 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.

**19. Applicant acting on behalf of Registration Holder.** According to GSO regulation, Gulf Type Examination Certificate is issued to the manufacturer (or his Authorized Representative in the GSO Member States), 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 these 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 certificates and have the obligation, upon request of the Certificate Holder, to inform and to give access to information related to the application, when the Certificate Holder is being requested to do so by the authorities.