

ECAS & EQM CERTIFICATION SERVICE TERMS

These Services Terms shall govern the EQM & ECAS certification on Notified Body Services provided by the UL Contracting Party (as identified in the Quotation or Project Confirmation) utilizing its affiliate, UL Middle East FZ-LLC (“UL-ME”), a Notified Body accredited by the GCC Accreditation Center (GAC) and designated by Emirates Authority for Standardization and Metrology (ESMA), approved in accordance with ESMA Technical Regulation on Emirates Conformity Assessment Scheme (ECAS) for Low Voltage Equipment and Emirates Quality Mark (EQM) certification Scheme for Low Voltage Equipment, under which UL-ME is permitted to issue the ECAS & EQM 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). 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 ECAS & EQM Certification 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 Emirates Conformity Assessment Scheme (ECAS) or Emirates Quality Mark (EQM) certification Scheme for Low Voltage Equipment (as amended by and incorporated into applicable law, 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 you have not lodged an application with another Notified Body for the same type.

2. Information, Data, and Materials. You agree to provide all relevant information, test data, test reports (eg. test reports from accredited In-house laboratory, CB (Safety), any relevant test reports and compliance certificate, if available), 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, products, the addresses where the product is manufactured and stored, a list of standards applied. You agree to inform us (the Notified Body) of all modifications to the approved type that may affect the conformity of the product with the essential requirements of the ESMA Technical Regulations in force or the conditions for validity of the certification. Such modifications shall require additional approval in the form of an addition to the original ECAS & EQM Certificate.

3. Transfer of Type Testing. When you transfer from another Notified Body, you agree to submit to us your test report and inspection report prepared by the other Notified Body for our review. We will prepare a test plan to verify these test results from the other Notified Body and an initial inspection (as applicable) will be conducted to verify the results. In addition, you shall declare any outstanding corrective action requests from their previous provider and specifically bring to attention outstanding corrective action requests.

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.

6. 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 are subject to change in the event that we determine that additional services are reasonably necessary to complete the Assessment Services.

7. ECAS & EQM Certification. If your product and/or quality system is determined to conform to the applicable laws, regulations, and standards, you shall be eligible to receive an ECAS or EQM Certificate (“Certificate”), whichever is applicable. 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 your product and/or quality system 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.

8. EQM License & Use of Mark. For EQM Certification, should such certification be granted, a non-transferable, revocable license will be issued and granted allowing using the Emirates Mark of Conformity to the certified products under the UAE product Certification Scheme. Usage of EQM Logo shall comply with ESMA policies.

9. References to UL Contracting Party or UL-ME. Any references to UL-ME are subject to our written authorization. We will permit Client to use such references in promotional or advertising material provided that, in our sole opinion which shall be at our full discretion, the promotional or advertising material does not conflict with our findings or create a misleading impression as to the nature of those findings.

10. Use of ECAS/EQM Certificate. The ECAS/EQM Certificate (the “Certificate”) shall be obtained and used only when and in the manner authorized by the Notified Body. The certificate shall not be used in any way in case of any violations, and we would inform the Notified Authority about it. Notwithstanding that the cost of displaying the Certificate is not paid by us, you agree that the Notified Body shall retain the right to control the display or otherwise use the Certificate. Notified Body representatives shall have the right, on demand, to acquire possession of the Certificate and any or all advertising and promotional material or other means of displaying the Certificate or other references to UL-ME, UL Contracting Party, or any UL Company upon termination of the Service Agreement, or when such action is warranted in our judgment. You assume full and sole responsibility for your use of the Certificate and agree that your product will be in compliance with the Applicable Requirements at all times. You agree that your use of the Certificate constitutes your declaration that the Notified Body has assessed your product in accordance with the applicable laws, regulations and standards, and that your products covered by the Certificate are in accordance with the Applicable Requirements. You agree that the promotion of your product and/or quality system utilizing any UL Company’s name, UL Contracting Party’s name, or UL-ME name or Certificate would mislead the public if such product and/or quality system 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.

11. Investigation of Noncompliance. You agree that you will, at your expense, fully cooperate with and assist in ascertaining the facts if it is reported that your product and/or quality system 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, 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.

12. 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 (ECAS & EQM Certification), shall not result in UL-ME, UL 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-ME, UL 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.