

## SINGAPORE WATER EFFICIENCY LABELLING SCHEME (WELS) SERVICE TERMS

These Service Terms and Conditions shall govern the Singapore Water Efficiency Labelling Scheme (“WELS”) Product Investigation Services provided by UL Contracting Party (as identified in the Quotation or Project Confirmation), utilizing its affiliate UL International-Singapore Private Limited (“UL Singapore”), an Accredited Certification Body (CB) by the Singapore Water Efficiency Labeling Scheme 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 the Parties Service Agreement for the Singapore WELS Service (“Service(s)"). 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 Singapore will evaluate Client’s Products in accordance with the Singapore Water Efficiency Labelling Scheme. The WELS scheme is administered by Public Utility Board as the Singapore’s National Water Agency pursuant to the Public Utilities Regulations, applicable standards, and current requirements (“WELS Requirements”). The Services requested by Client and to be provided by UL Contracting Party for specific projects shall be set out in a Quotations or Project Confirmation.
- 2. Product Investigation.** Upon Client’s submitting a device, equipment, material, documents or system (“Product”), UL Singapore will provide a product investigation to assess the Product’s conformity to the applicable WELS Requirements. The Service consists of the following:  
(1) performance of tests on samples of a Product, in accordance with WELS 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 WELS requirements.
- 3. Price.** A Quotation or Project Confirmation will establish the price for Services. The price will depend upon the type of Product and the investigation requirements. All Quotations and Project Confirmations are subject to change at UL Contracting Party’s discretion, upon reasonable notice to the Client, due to any additional project specific requirements or scope changes.
- 4. Compliance with WELS Requirements and submission to WELS.** If UL Singapore determines that a Product submitted is in compliance with all applicable WELS Requirements, UL Singapore will issue a Certificate of Conformity (“CoC”) to Client. UL Singapore to upload all information related to the Product including the CoC, Client’s provided information, test reports, and other information required by WELS Requirements into Public Utility Board’s systems. If WELS accepts UL Singapore’s CoC, the Public Utility Board may publish the Product at its website and will send the WELS Label to UL Singapore. UL Singapore will then send the WELS label and the CoC to the Client.
- 5. No Opinion and No Guarantee.** Client agrees that UL Contracting Party or UL Singapore are not providing any opinion or findings regarding whether they will be issued a certification by the third-party certifier for Client’s Product. Client understands that UL Contracting Party and UL Singapore cannot guarantee Client will receive any certification and that the final certification decision is made by WELS as the third-party certifier. If any non-conformities are found by the third-party certifier, UL Contracting Party, through UL Singapore will notify Client. Nonconformities may result in the need for UL Contracting Party to provide Client with a Quotation for additional Services in order to seek certification.
- 6. No Obstruction.** UL Contracting Party, through UL Singapore, also reserves the right to withdraw the COC if, in sole opinion of UL Singapore, the Client obstructs in any way the aim, operation or development of WELS, fails to take action regarding misuse of COC, or otherwise violates the WELS Requirements.

- 7. WELS and ISO/IEC 17065 Requirements.** As an accredited certification body, UL Singapore complies with the WELS and ISO/IEC 17065. Consistent with these requirements, Client understands and expressly agrees that, according to section 4.1.2.2 of ISO/IEC 17065:
- a) Client will, at all times, fulfill the certification requirements, including the implementing appropriate changes when they are communicated by UL Singapore or PUB (4.1.2.2 a);
  - b) Client will make any claims regarding certification consistent with the scope of certification (4.1.2.2 d);
  - c) Client will not use its product certification in such a manner as to bring UL Singapore into disrepute and does not make any statement regarding its product certification that UL Singapore may consider misleading or unauthorized (4.1.2.2 e);
  - d) upon suspension, withdrawal, or termination of certification, the Client will discontinue to its use of all advertising matter that contains any reference thereto and takes action as required by the WELS and takes any other required measure (4.1.2.2 f);
  - e) if Client provides copies of the certification documents to others, the document shall be reproduced in their entirety or as specified in the WELS (4.1.2.2 g);
  - f) in making reference to its product certification in communication media such as documents, brochures or advertising, the Client will comply with the requirements of UL Singapore as specified by the WELS (4.1.2.2 h);
  - g) Client will inform UL Singapore, without delay, of changes that may affect its ability to conform with the certification requirements such as modification to the product (4.1.2.2 k).
- 8. Complaints.** Client acknowledges its willingness to support UL Contracting Party and UL Singapore's public safety mission and that UL Contracting Party and UL Singapore are entitled to disclose information received, developed or collected by Client regarding registered Products compliance with the WELS Requirement. Client shall keep a record of all complaints made known to the Client relating to any Product's compliance with the WELS Requirements. Client agrees to make such records available to UL Contracting Party and UL Singapore when requested. Client agrees to take appropriate action to respond to such complaints and any noncompliance with the WELS Requirements and keep a record of such actions.
- 9. Use of Names and Marks.** WELS Services shall not result in UL Contracting Party issuing product safety certification or any authorization to use any Marks. Unless explicitly authorized by UL Contracting Party, Client shall not use UL Contracting Party'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 Contracting Party or any other UL Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.
- 10. Client's Responsibilities.** UL Singapore's sole obligation under these Service Terms is to determine whether the Product complies with the requirements of the WELS Requirements. Client shall be responsible for the proper use of the WELS water efficiency label in accordance with Part 2 of Second Schedule of the Public Utilities (Water Supply) Regulations.