

ANZ CERTIFICATION SERVICE TERMS

These Service Terms shall govern ANZ Certification (“ANZ Certification”) performed by the UL Contracting Party (as identified in the Quotation or Project Confirmation) utilizing its affiliate UL International New Zealand Limited (“UL New Zealand”) an ANZ Certification Body, (“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 ANZ 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.** We will perform ANZ Certification services for Client. ANZ Certification services include any product testing performed by us as a prelude to certification, the product certification itself and ancillary certification services such as EESS product registration, Supplier Declaration of Conformity (“SDoC”) documentation preparation and compliance folder preparation. ANZ Certification shall not result in us issuing registration of any management system. The services requested by Client and to be provided for specific projects shall be set out in an individual Quotation or Project Confirmations.
2. **Price.** UL Contracting Party will provide the fee for a certification service on request. UL Contracting Party’s Quotation or Project Confirmation will establish the price for our Services. The price will depend upon the type of product and the requirements of Service. The price will be quoted for a single product review submitted with a single set of documentation. Certification fees are non-refundable even where a product fails or certification is stopped by Client. UL Contracting Party’s Quotations and Project Confirmations are subject to change at our discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
3. **Deliverables.** When we complete the ANZ Certification, we will provide Client with a PDF test report, if testing was also included in the project, and a PDF certificate or certificate(s) for the certified product(s), or if the product(s) have failed certification, an explanation of the reason for that failure, and any documentation required in fulfilment of ancillary certification services. Test reports issued by us will meet the criteria in Section 7 (Suitable Test Report(s)) below.
4. **Ancillary Certification Services.** In addition to the provisions of Section 4 of the GSA, we are entitled to rely on information provided by Client or on Client’s behalf (“Your Information”) in preparing regulatory documentation such as SDoCs or compliance folders and in registering products. Client is responsible for checking all Your Information, including but not limited to documentation or registrations and accepts all liability for omissions or errors.
5. **Applications.** With each application for certification, applicant shall provide ULINZ the following supporting evidence:
 - Suitable test report(s) demonstrating compliance with applicable standard(s) and more fully described below;
 - Adequate supporting documentation;
 - A sample of the product if requested by us ;
 - Production marking and instruction sheets;
 - Critical component listing and specifications; and

- Detailed colour photographs (if not included in test reports)
6. **Supporting Evidence.** The supporting evidence should identify the product and any important design features. We reserve the right to request additional information in support of any application made.
 7. **Suitable Test Report(s).** Client shall provide evidence of compliance with the applicable product standard by submitting an original or an authentic copy of an accredited, type test report, in English. We will determine at our sole discretion whether the reports are acceptable for our use. Reports shall have the required accreditation identification as stipulated by the ILAC/APLAC laboratory accreditation body, or as required under the IECEE CB Scheme. The type test report shall cover a representative sample of the product. Responsibility for ensuring samples are representative of the product rests entirely with Client. The submitted test report(s) must state compliance with the applicable product standard(s). Acceptable test reports include:
 - Report from an IANZ, NATA, or MRA partner laboratory where the testing is covered by the scope of laboratory accreditation; OR
 - Report issued by a recognised IECEE CB Scheme laboratory where the testing is carried out by the CBTL and is covered by the scope of laboratory recognition. Client shall include copies of the IECEE CB Scheme Certificate. CTF4 (RMT) test reports are not accepted.
 8. **Product sample.** Where photographs and supporting documentation do not permit a clear identification of the product and any important design features, we may request Client to provide such evidence or a physical sample for inspection. Submitted samples shall be retained for a period of not less than 30 days. After 30 days, we may dispose of the samples in our sole discretion, unless Client has given specific instructions to the contrary with costs being billed to Client's account.
 9. **Basis of certification decision.** Any certificate issued by us is based upon conformity to the applicable product standard as demonstrated by the submitted evidence. Client takes sole responsibility for all products supplied to the Australian and New Zealand marketplace being the same as the certified sample(s).
 10. **Consideration of new technology.** For products to be issued a Certificate of Approval, Certificate of Conformity or for EESS Level 1 or Level 2 products to be issued a Certificate of Suitability, alternative standards due to new technology require the approval of the NSW Office of Fair Trading or shall be determined in accordance with the EESS Equipment Safety Rules as appropriate. For all other products, consideration may be given to issuing a Certificate of Suitability based on an equivalent applicable standard, where the non-conformance, if any, per the equivalent standard does not affect the safety of the product. Such a decision to certify will only be made upon review of any such request submitted in writing to the appropriate UL Subject Matter Expert.
 11. **Certification Body obligations.** All applications submitted to us will be treated with impartiality in a confidential and non-discriminatory manner. Some certification details (as contained on the Certificate) will be available to the public upon public request. Additional certification details may be made available to the regulatory authorities upon request. Client acknowledges and agrees that JAS-ANZ and Government regulators may audit us or conduct validation visits to witness our certification process and may inspect records, including Client's confidential information.

12. **Client / certificate holder obligations.** Client agrees that it will only make claims of certification for products covered by the certification Program and listed on a valid certificate. Whenever Client provides a copy of the certificate to third parties, they shall provide the certificate in its entirety and not in part. Client shall not make claims regarding certification (including the use of any mark or logo) which are misleading, unauthorised or which could bring us into disrepute. Client agrees that it will correct any misleading or inaccurate statements or claims it has made in relation to any certification granted under these Terms, at our direction. Client shall notify us of any changes to Client's name or contact details, or to the certified product, by formal application for modification. Client shall make available any samples, drawings, technical documentation or other records that we may require in the course of issuing and maintaining product certification.
13. **Certification marking.** Product Certificates include instructions on mandatory and optional product marking. Client shall implement mandatory marking instructions and may implement optional marking instructions. The Regulatory Compliance Mark (RCM) is described in AS/NZS 4417 and when applied, Client shall fulfill requirements of all applicable parts of AS/NZS 4417 and applicable regulatory requirements.
14. **Certificate validity.** Certificates remain valid until the specified expiry date which will not exceed 5 years from the date of issuance. Certificates are considered to be withdrawn upon expiry. Extension to the period of validity of an issued certificate may be considered only under special circumstances.
15. **Certificate renewal.** An issued certificate may be renewed prior to its expiry and application for renewal shall be made together with the applicable fee and documentation. Where the standard has been amended or revised, evidence of compliance with any amended or revised requirements will be required.
16. **Ownership of certificates.** All issued certificates remain the property of us, with permission given to the certificate holder for use of the certificate for the period of its validity.
17. **Test program.** Where suitable evidence of compliance cannot be provided, we can provide a test program in order to obtain certification. Additional costs will apply. Test programs may include reference to sub-contract testing services where we have an agreement with a suitable sub-contract service provider. There is no obligation on behalf of Client to utilise those sub-contract testing services provided with a test program.
18. **Non-conformity.** Should issues of non-conformity be identified during the certification process Client will be notified. Multiple submissions or document reviews due to identification of non-conformities will incur additional cost.
19. **Certificate modification - change of particulars.** Client shall notify us within one (1) month of any change in particulars such as address, trading name or legal status of Client, or brand or model reference of the certified product.
20. **Certificate modification - change to product.** Client shall notify us of any changes to certified product prior to marking and/or sale.
21. **Transfer of certificate.** Where a certificate is to be transferred between parties, both the transferor and transferee will submit their written consent of the transfer to us, together with the applicable fee and supporting documentation. The Transferee will be required to accept the GSA and these Service Terms in respect of the transferred certificates.

- 22. Suspension or cancellation of certificates.** We have the right to suspend or cancel certificates where there has been a breach of the Service Agreement or if the product is deemed to not meet certification requirements. Client may cancel certificates at Client's discretion. In the event of suspension or cancellation, no reference shall be made to the product certification in any public form in any media including electronic media, electronic copies of the certificate shall be deleted from all storage media and all hard copies shall be destroyed. In the event of certificate cancellation, we may invoke the process outlined on the Australian Federal Recalls website; www.recalls.gov.au or the NZ Government recalls website www.recalls.govt.nz. Any decision by us on suspension or cancellation shall be at our sole discretion. Client agrees to cooperate in any recall action deemed appropriate by us.
- 23. Application.** All enquiries or applications for certification should be directed to:
Customer Service
PO Box 300-330, Albany 0752
21 Tarndale Grove, Albany 0632
Auckland, NEW ZEALAND
P:: +64.9.415.3355
customerservice.anz@ul.com
- 24. Certification complaints, disputes and appeals.** If Client has any complaint or wishes to dispute or appeal our decision; such complaint, dispute or appeal shall be addressed in writing to the Country Manager, UL International New Zealand Ltd, at the above address, who will process any complaints in accordance with the company complaints policy and disputes or appeals in accordance with the ANZ Certification Program procedures. If Client is dissatisfied with the outcome, they may refer the issue to UL's Certification Program Office or to JAS-ANZ (www.jas-anz.org), the certification accreditation body.
- 25. Complaints Submitted to Certificate Holder.** Client shall keep a record of all complaints made regarding certified products and shall also take and document appropriate action with respect to such complaints and any deficiencies identified that affect compliance with the requirements for certification. Where a certificate has been transferred, the transferee shall ensure the transferor provides them with all such information dating back to the original certification of the product. All such records shall be made available to us upon request. Client shall advise us within five working days if and when they become aware their certified product is electrically unsafe or it does not comply with the relevant standard.
- 26. Changes to certification requirements.** Changes to the ANZ Certification Program or scope or status of accreditation may arise from time to time due to revision of standards, accreditation criteria and regulatory requirements. We will notify certificate holders where the changes affect the validity or duration of a certificate.
- 27.** Client authorises us to upload all product certification information to its own online database as well as the EESS National Certification Database in accordance with the requirements of the ERAC EESS Equipment Safety Rules published on the ERAC website, as modified from time to time.