

## GAS APPLIANCES REGULATION SERVICE TERMS

These Service Terms shall govern the Gas Appliances Regulation Services provided by the UL Contracting Party utilizing its affiliate, UL International Demko A/S (“UL Demko”) which is a Notified Body (NB) under the Regulation (EU) 2016/426 of the European Parliament and of the Council of 9 March 2016 relating to appliances burning gaseous fuels (“GAR”), (“we”, “our”, or “us” as the context requires and as identified in the Quotation or Project Confirmation); 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 (the “GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for the GAR 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.

These Service Terms govern Client’s relationship with us as: (a) an “Applicant,” who submits appliances and/or fittings (“Product[s]”) to us for the GAR Services; and the eligibility of such Product(s) for the GAR Certificate; and/or (b) a “Manufacturer,” who carries out control in such stages of the manufacture, assessment, inspection, verification, handling, testing and storage of a Product and has responsibility for continued compliance of the Product with the GAR Requirements.

GAR Service will only be established or maintained for the Applicant and Manufacturer that have entered into, and comply with, the terms of all applicable agreements with us.

Based on type testing of the Product submitted and/or quality documentation submitted, we will evaluate your Products/Production in accordance with the applicable technical requirements, and/or according to quality applicable requirements of GAR. The Services requested by you for specific projects shall be set out in individual Application, Quotations or Project Confirmations.

The GAR Services are defined according to the different procedures of Annex II to the GAR. We can provide the following services according to Annex II in GAR:

**EU Type-examinations described in Annex III, §1 (Module B).** For this Service, an EU Type-Examination Certificate may be issued. We will only issue this Certificate if a product meets the specific requirements described in Annex III, §1.

**Conformity to Type based on Internal Production Control Plus Supervised Product Checks at Random Intervals described in Annex III, §2 (module C2).** For this service a Conformity to Type Inspection Certificate may be issued after on-site checks of the products to ensure conformity with the corresponding essential requirements of the GAR. You shall include on a product label the NB number 0539 to show that random product checks, were conducted by us.

**Conformity to Type based on Quality Assurance of the Production Process described in Annex III, §3 (Module D).** For this Service, a Production Quality Surveillance Certificate (the “Certificate”) with an expiration date may be issued to you by us. This Certificate serves as notice to you that your specific facility that we assessed and audited complies with the requirements of Annex III, §3. You shall include on a product label, the NB number 0539 to show that your product was manufactured at this specific

facility, which was assessed and audited by us. Your manufacturing premises will be subject to on-going surveillance audits by us in order to keep the Certificate valid.

**Conformity to Type based on Product Quality Assurance described in Annex III, §4 (Module E).** For this Service, a Product Quality Surveillance Certificate with an expiration date may be issued to you by us. This Notification serves as notice to you that your specific facility that was assessed and audited by us complies with the requirements of Annex III, §4. You shall include on a product label the NB number 0539 to show that your product was manufactured at this specific facility, which was assessed and audited by us. Your manufacturing premises will be subject to on-going surveillance audits by us in order to keep the Certificate valid.

You agree that any marking or NB number will be applied by you according to the GAR.

You may order GAR Services together as a package. You may also buy GAR Services individually.

By accepting the Service Agreement the Applicant and Manufacturer also declare that the same product has not been lodged with another NB. The GAR certification services mentioned in these Service Terms are based on EU legislation. Certain product categories may not require third party certification in accordance with GAR.

## **2. Eligibility of Your Facility for a Conformity to Type Inspection Certificate, Production Quality Surveillance Certificate or Product Quality Surveillance Certificate.**

- 2.1 When such conformity assessment procedures were chosen by the Manufacturer, each of the facilities manufacturing products according to GAR shall be assessed and periodically re-assessed by us, to establish and verify conformance of the product with the relevant technical requirements and the manufacturing facility with generally accepted manufacturing practices as required by the relevant Annex in the GAR. The frequency of such re-assessments shall be determined by the issuing GAR NB.
- 2.2 The manufacturer shall develop and retain the documentation, information, decisions, reports and other types of records as required by the applicable harmonized standard(s) and relevant clauses of Annex III, §2, §3 and §4 of GAR.
- 2.3 At all times with short-notice, during business hours or when your assessed facility is in operation, our representative(s) shall have free and immediate access to the facility or, where needed, warehouse for the purposes of observing taking samples, observing testing, conducting testing and/or verifying compliance of the facility with GAR, investigating complaints, changes or follow up on suspension.
- 2.4 The right of our representative(s) to obtain such free access to your facility shall not be conditioned upon the execution of any agreement, waiver, or release which in any way purports to affect the rights or obligations of us or any our representative, and any such document executed in contravention of this provision shall be without force and effect. We shall direct our representatives to exercise due care in complying with any safety regulations which may be applicable generally to your employees or property.

- 2.5 Additionally, representatives of any Accreditation Body/Authorities shall have free access to the factory location to monitor UL's representatives conducting conformity assessment activities at the factory. Such access by our representatives, or any representatives of Accreditation Body/Authorities, shall not be conditioned upon execution of any agreement, waiver, or release which in any way purports to limit the rights or obligation of any of our representatives, or the representatives of Accreditation Body/Authorities; and any such document executed in contravention of this provision shall be without force and effect.

### **3. Eligibility of a Product for an EC Type-Examination Certificate.**

- 3.1 A product investigation involves the performance of type testing and assessment of product construction to determine compliance with applicable technical requirements of standards as described in Annex III, §1 of GAR. You agree to supply to us all information and samples needed according to Annex III, §1 of GAR for testing and assessment of product(s). When such conformity assessment procedures were chosen by the Manufacturer, after, or in parallel with, sample testing and assessment of the product construction, a quality assessment of the production site may also be performed. The quality assessment will assess your quality process and management process. An EU Type-Examination Certificate makes a statement, which is true on the day of issue and refers to compliance of the design of the equipment as specified by the certificate.
- 3.2 The issuance of the confidential test report is subject to testing and assessment of the product according to the applicable technical requirements such as the GAR harmonized standards.
- 3.3 The Manufacturer is responsible for keeping the certification updated based on guidance from the European Commission (GAR Guidance Sheets established and agreed in accordance with the Commission's Working Group on Gas Appliances (WG-GA)) and advice from us. For further details about the Manufacturer's responsibility, please refer to the standards harmonized with the GAR, the Regulation (EU) 2016/426 and GAR Guidance Sheets.
- 3.4 The endorsement and issuance of the EU Type-Examination Certificate is subject to verification of a valid supporting product evaluation in accordance with Annex III, §1 of GAR.
- 3.5 As a GAR NB, we will provide the necessary information about certifications to the European Commission, national authority or other GAR NBs upon request. We will normally inform the Manufacturer when this takes place.

### **4. Cost of Investigation.**

- 4.1 The Quotation or Project Confirmation will establish the price for the Services. The price set forth in the Quotation or Project Confirmation will depend upon the type and scope of the Service(s) requested. The Quotation or Project Confirmation is subject to change at our discretion, and upon reasonable notice to you, due to any additional project specific requirements or scope changes.

- 4.2 EU Type Examination Certificate, Conformity to Type Inspection Certificate, Product Quality Surveillance Certificate and Production Quality Surveillance Certificate fees. Unless we expressly agree in writing otherwise, we will bill the Applicant for described Services at our then-current rates, which we may, in our sole discretion, and upon notice to the Applicant, change from time to time. Charges for Quality Surveillance Certification Services and Conformity to Type Inspection Certification may vary, depending upon e.g. the size of the manufacturing facility, number of product categories involved and whether ISO 9001 registration is maintained.
- 4.3 Fees and expenses incurred by us shall be charged at the current billing rates. These expenses may include, without limitation: travel expenses; carrier, communications, and special equipment charges; materials, energy, and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of reports and other documents. Fees and expenses incurred by us shall be charged at the current billing rates. You shall pay all invoices in accordance with the terms of the GSA.

## **5. Compliance with the requirements in the standards and/or GAR.**

- 5.1 If your product and/or facility are found to be in compliance with all applicable standards and/or other applicable requirements, an appropriate Certificate will be issued by us. You agree that the products and/or facilities for which the certificate has been issued will comply with the applicable standards and the requirements in the GAR, at all times.
- 5.2 You agree that the Certificate mentioned above shall not be used in any form of advertising or sales promotion.

NOTE: This requirement does not preclude the holder of an EU Type-Examination Certificate, Conformity to Type Inspection Certificate or Quality Certificate; from making reference to the existence of that document in business correspondence related to equipment for which a Certificate has been issued as appropriate.

- 5.3 You shall promptly notify us of any changes in the product construction, quality program, facilities, equipment, personnel and procedures according to applicable requirements in the GAR. You must inform us when you stop marketing the product certified.
- 5.4 You shall inform us of any complaints received that may affect the certification, and in case of non-compliance, to take necessary corrective actions including recall.
- 5.5 If, in our sole opinion, you obstruct our representatives in any way, according to rules in the GAR we reserve the right to withdraw the EU Type-Examination Certificate, Conformity to Type Inspection Certificate or Quality Surveillance Certificate. Upon withdrawal of the Certificate, you must discontinue your use of all advertising that contains reference to this.
- 5.6 We are entitled to suspend certification in cases when:

- your certified quality management system has persistently or seriously failed to meet the GAR quality system requirements, including requirements for the effectiveness of the management system,
- after you have been certified you do not allow surveillance/Inspection or recertification audits to be conducted at the required frequencies,
- you have not informed us about any changes to the product or manufacturing facilities or
- after you have been certified you voluntarily request a suspension.

Under suspension, your Certificate is temporarily invalid and you will refrain from further promotion of the Quality Surveillance Certificate and/or Conformity to Type Inspection Certificate.

## 6. Complaint.

- 6.1 Any person may lodge a complaint (the “Complainant”) regarding our auditors, services or against a Client certified by us. All complaints received orally or in writing shall be investigated by us. If a complaint is communicated orally, the Complainant will be encouraged to submit a documented complaint to us. If the Complainant wants a formal response from us regarding their complaint, the Complainant should submit their request for a formal response in writing to us. Complaints that are not submitted formally in writing to us by the Complainant do not require a formal response from us.
- 6.2 A complaint about you will only be handled by us if the complaint was submitted by the Complainant to you beforehand. In this way you have the opportunity to solve any problems by yourself.
- 6.3 All complaints about you received by us are generally acknowledged by us within forty-eight (48) hours of submittal to us by the Complainant. We will communicate the results of the investigation and issue resolution to you via telephone or e-mail.
- 6.4 When the complaint is about a Client certified by us, we shall determine, together with the Client and the Complainant whether and, if so to what extent, the subject of the complaint and its resolution shall be made public.
- 6.5 If the Complainant is not satisfied with the results of the investigation and our corrective/preventive actions, we shall inform the Complainant of their right to make their complaint to a higher-management level within our organization.

**7 Appeals.** If a Client is denied one of the Services mentioned under Scope of Service or a Client has its Certificate suspended or cancelled by us, the Client may appeal this decision to the Danish Safety Technology Authority (*Sikkerhedsstyrelsen*) within four (4) weeks after receiving such denial of Services from us.

**8 Use of Name or Marks.** A GAR evaluation shall not result in us issuing to you a product safety certification or any authorization to you to use the UL Contracting Party’s, UL Demko’s, or any other UL Company’s name or Marks. Unless additionally evaluated and explicitly authorized by us, you shall not use the UL Contracting Party’s, UL Demko’s, or any other UL Company’s, name, abbreviation, or symbols, or any other form of reference which may be interpreted to refer

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to the UL Contracting Party, UL Demko, or any other UL Company, on any goods or your containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.