

## **Saudi Arabia Certificates of Conformity (CoC) Program Service Terms**

These Service Terms shall govern Saudi Arabia CoC Services performed by the UL Contracting Party (as identified in the Quotation or Project Confirmation) 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 each Service Agreement entered into by the Parties for Saudi CoC 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.** Upon confirmation that said product in the shipment complies with the requirements of the Saudi Standards, Metrology and Quality Organization (“SASO”), the UL Contracting Party will issue to Client Certificate(s) of Conformity (CoC) stating that Client’s products that are ready to be shipped to the Saudi market comply with standards and/or technical requirements issued or determined by SASO. The specific, approved standards and technical regulations in the Kingdom of Saudi Arabia applicable to the product will be written on the CoC that will accompany each product. The Services requested by Client and to be provided by the UL Contracting Party for specific projects shall be set out in an individual Quotations or Project Confirmations.

**2. Client Responsibilities.** Client agrees to be responsible for any and all products shipped into the Kingdom of Saudi Arabia under a CoC. Furthermore, Client agrees to take any and all responsibility for products shipped under a CoC issued by the UL Contracting Party to Client that do not actually comply with the standards and/or technical requirements as specified in the CoC. Responsibilities include but are not limited to the costs of any recall of said products, indirect and direct cost related to any damages caused by said products within the Kingdom of Saudi Arabia and any fines or damages levied upon the UL Contracting Party by SASO or any Saudi entity or individual due to a product that does not conform to the standards and/or technical requirements as specified in the CoC that is shipped into the Kingdom of Saudi Arabia. Client agrees to allow the UL Contracting Party to notify SASO or other Saudi authorities, such as Saudi Customs, of any non-conformity found at point of inspection of shipment that Client does not take corrective action to correct.

**3. Access to Site.** Client shall provide representatives of UL Contracting Party as well as any third-party observers accompanying the representatives, free, safe, and secure access to the site where products are being loaded into shipping containers, to conduct its shipment inspection. Client shall ensure that Client and any third-party will not attempt to condition the right of UL Contracting Party’s representatives to obtain free access to any site upon the signing of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of UL Contracting Party or its representative. If any representative of UL Contracting Party signs such an agreement, waiver or release, it shall be considered void and will be of no force and effect. UL Contracting Party will, however, direct its representatives to exercise reasonable care to comply with any site safety regulations provided to UL Contracting Party in advance that are generally applicable to personnel at any such site. Client agrees to provide UL Contracting Party’s representatives and third-party observers with all applicable safety and other protections required by law for Client’s own employees, including, without limitation, all U.S. Occupational Safety and Health Administration (“OSHA”) rules and regulations or any non-U.S. equivalents. If the Client or end-user site representatives require UL Contracting Party’s representatives to participate in additional training to permit site access, UL Contracting Party may quote for additional fees. UL Contracting Party reserves the right to not perform shipment

inspection if, in UL Contracting Party's sole discretion, the site presents a potential hazard to person or property.

**4. Price.** The UL Contracting Party's Quotation or Project Confirmation will establish the price for the UL Contracting Party's Services. The price guideline for the issuance of the CoC is set by SASO. Any costs involved with testing, evaluation, inspection, and certification of the product to Saudi standards and/or technical requirements will be quoted separately and set by the UL Contracting Party and is subject to change at the UL Contracting Party's discretion, upon reasonable notice to the Client, due to any additional project specific requirements or scope changes.

**5. Compliance with Saudi Standards and/or Requirements.** As a pre-requisite for the UL Contracting Party issuing a CoC, Client's products must comply with SASO requirements. This includes evaluations to any required Saudi standards and/or technical requirements required by SASO. This may also include Client's manufacturer being subject to audits as required by the Kingdom of Saudi Arabia including but not limited to visits to their authorized factory(ies). If an audit is required by the Kingdom of Saudi Arabia, Client agrees that it will give the authorized Saudi representative full and unfettered access to their factory. All such factory visits will be accompanied by the UL Contracting Party's authorized inspection representative and will be billed to Client at the UL Contracting Party's current rates.

**6. Use of Name and Marks.** Saudi Arabia CoC Services shall not result in the UL Contracting Party issuing product safety certification or any authorization to use the UL Marks. Unless explicitly authorized by the UL Contracting Party, Client shall not use the 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 the 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.