

## **OMAN TYPE EXAMINATION NOTIFIED BODY SERVICES SERVICE TERMS**

These Services Terms shall govern the Oman Type Examination on Notified Body Services provided by the UL Contracting Party (as identified in the Quotation or Project Confirmation -("we", "our" or "us" as the context requires)) utilizing its affiliate notified body, UL International Demko A/S ("UL Demko"), designated by the Directorate General for Standards and Metrology of the MOCIIP Ministry of Commerce, Industry and Investment Promotion (DGSM), approved in accordance with the Oman Technical Regulation on Conformity Scheme – Ministerial Decree no. 190/2021 and Gulf Technical Regulation on Low Voltage Equipment – adopted with Oman Ministerial Decree no. 4/2017 to Issue the Oman Type Examination Certificate; and set out the responsibilities and obligations of the Client ("you" or "your" as the context requires) and of the Certificate Holder, if different. 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 Oman Type Examination 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 the Oman Technical Regulation on Conformity Scheme – Ministerial Decree no. 190/2021 and with the Gulf Technical Regulation on Low Voltage Electrical Equipment and Appliances (BD-142004-01), as amended and incorporated into applicable national law, and any applicable laws, regulations, procedure 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 an application has not been lodged with another notified body for the same product type.

**2. Information, Data, and Materials.** You agree to provide all relevant information, test data, test report (e.g. test report from accredited In-house laboratory, third party test reports, CB (Safety/EMC) Test report and Certificate, if available), risk analysis, 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, the addresses where the product is manufactured and stored, a list of standards applied, rating plates and labels, instruction manuals in Arabic and English, photos of the product, its makings and packaging.

If you are submitting test reports and documents owned by the original manufacturer or by a different company, you declare you are authorized to use such documents for the issuance of the Oman Type Examination certificate.

You and the Certificate Holder (as defined in section 19 hereinbelow) give your agreement to us to publish the certificates and products data and images on the OCTS Omani Certificate Tracking platform (<https://dgsm.gso.org.sa>), owned by the DGSM (Directorate General for Standards and Metrology) and accessible to the authorities and to the public, when required and as per the rules set by the DGSM.

You agree that if you provide copies of the certification documents to others, the documents shall be reproduced in their entirety or otherwise as agreed with the Notified body in writing.

**3. Management of OCTS Omani Certificate Tracking Platform** You agree, unless expressly stated otherwise, to give us your authorization to manage on your behalf the online registration on OCTS Omani Certificate Tracking platform for the products included in your

request(s), considering first registrations, amendments and renewals and including payment of registration fees.

**4. Transfer of Oman Type Examination Certificate.** When you transfer from another notified body, you agree to submit to us the complete technical documentation and if relevant testing will be conducted to verify the results. You also agree to ask the cancellation of the previous Oman Type Examination certificate to the other notified body.

**5. 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.

**6. 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.

Following a reasoned request from the Market Surveillance Authority of a Member State, the manufacturer, the authorized representative, or the Importer has the obligation to provide a translation of the relevant parts of the Technical Documentation into the Arabic language. The notified body cannot be held responsible nor involved in this translation.

**7. Work Schedules and Cancellation.** All schedules and completion dates provided by us are estimates. We shall not be liable in the event of delays in performance of the Assessment Services. Your sole remedy for delay is to terminate the GSA according to its terms. You may elect to discontinue or postpone the Assessment Services at any time upon written notice to us. You shall be responsible for payment of all Assessment Services performed prior to our receipt of such notice and any fees associated with the termination or postponement. We shall not be held liable for any errors or deficiencies in connection with the work already performed and you shall not use any UL Company's name, UL Contracting Party's name, or UL Demko's name in connection with your products or quality assurance systems.

**8. 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. When applicable, fees for filing and maintenance of the Certificate and for additional copies of reports and Certificates will be billed separately.

**9. Oman Type Examination Certificate.** If the certified product is determined to conform to the applicable laws, regulations, and standards, you shall be eligible to receive an Oman Type Examination certificate ("Certificate"). 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 the certified product 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. In the event that your Certificate is suspended, cancelled or withdrawn the Certificate Holder shall immediately cease to use the Certificate.

**10. Modifications to your product.** You, on behalf of the Certificate Holder, must inform us (the Notified Body) of all modifications to the approved type, which may affect the conformity of the product with the essential requirements of the Oman and Gulf Technical Regulations in force or the conditions in these service terms for the validity of the certificate. Such modifications may require additional approval in form of an addition or amendment to the original Oman Type Examination certificate.

**11. Renewal of Certificate.** Renewal of the Certificate is required every year and includes the re-evaluation performed by us as Notified Body. You are responsible to inform the manufacturer, if different company, of the expiration of the Certificate. You agree to apply for renewal at least 90 days before the expiry date and to submit the complete technical documentation. After positive closure of the certification, a new Certificate will be issued.

**12. References to UL Contracting Party or UL Demko.** Unless otherwise authorized in writing by us, we will only permit the use of appropriate references to UL Demko, UL Contracting Party or any UL Company in the form or text as specified by us. We will not permit Client to use such references in promotional or advertising material.

**13. Use of Oman Type Examination Certificate.** The Certificate shall be obtained and used only when and in the manner authorized by the Notified Body and in case of any violations we will inform the authority about it. You assume full and sole responsibility for your use of the Certificate and agree that the certified product will be in compliance with the Applicable Requirements at all times. You, on behalf of the Certificate Holder, agree that the use of the Certificate constitutes the declaration that the Notified Body has assessed the certified product in accordance with the applicable laws, regulations and standards, and that the products covered by the Certificate are in accordance with the Applicable Requirements. You agree that the promotion of the certified product utilizing any UL Company's name, UL Contracting Party's name, or UL Demko's name or Certificate would mislead the public if such product 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.

**14. Access to Facilities.** Should the Oman Type Examination program call for factory inspections, you acknowledge and agree that representatives of UL Contracting Party, as well as any third-party observers accompanying the representatives, will have free, unannounced, safe, and secure access to factories or storage facilities where the covered product, or any components thereof, are fabricated, processed, finished, stored, or located, during normal business hours or when the factory or storage facilities are actually in operation.

**15. Investigation of Noncompliance.** You, on behalf of the Certificate Holder, agree that you will, at your expense, fully cooperate with and assist in ascertaining the facts if it is reported that the certified product 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, involve the manufacturer to 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.

**16. Complaints**

You agree to keep a record of all complaints made known to you and related to any covered product in compliance with Oman Type Examination certificate and to make these records available to UL Contracting Party when requested. You also agree to take appropriate action to respond to such complaints and any noncompliance with Oman Requirements and keep record of such actions.

**17. Responsibilities.** We have the responsibility to base the verification upon sufficient and appropriate objective evidence. You have the responsibility for correctness and completeness of the information and technical data provided in the application for Oman certification.

We will inform the notifying authority of the following:

- a) Any refusal, restriction, suspension or withdrawal of a certificate
- b) Any circumstances affecting the scope of and conditions for notification
- c) Any request for information which we have received from the market surveillance authorities regarding conformity assessment activities
- d) On request, conformity assessment activities performed within our notification and any other activity performed including cross-border activities and subcontracting.

We will inform other Notified Bodies under the same scope of notification with relevant information on issues related to negative and on request positive conformity assessment results.

**18. 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 (Oman Type Examination), shall not result in UL Demko, 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 Demko, 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.

**19. Applicant acting on behalf of Certificate Holder.** According to the regulation, Oman Type Examination certificate is issued to the manufacturer (or his authorized representative in Oman), who is the Certificate Holder.

If you are requesting certification on behalf of the Certificate Holder, you warrant that you are authorized by the Certificate Holder to apply for the first time certification and its ongoing maintenance according to your specifications.

You are obligated to submit the issued Certificate and to inform the manufacturer and the Certificate Holder of their responsibilities listed in this service terms and in the Oman and GSO technical regulations.

You are informed that we as the Notified Body have the obligation to notify the Certificate Holder regarding the status of the certificates and we have the obligation, upon request of the Certificate Holder, to give access to information related to the certificate.