



SERVICE TERMS: ECAS & EQM CERTIFICATION

These Services Terms shall govern the EQM & ECAS certification on Notified Body Services provided by the UL Solutions Contracting Party (as identified in the Quotation or Project Confirmation) utilizing its affiliate, UL Middle East FZ-LLC ("UL-ME"), a Notified Body accredited by the GCC Accreditation Center (GAC) and registered by Emirates National Accreditation System (ENAS), and designated by Ministry of Industry and Advanced Technology (MoIAT), approved in accordance with MoIAT Technical Regulation on Emirates Conformity Assessment Scheme (ECAS) and Emirates Quality Mark (EQM) certification Scheme, under which UL-ME ("we", "our" or "us" as the context requires) is permitted to issue the ECAS & EQM Certificate; 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 ("JSA") are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for ECAS & EQM Certification Notified Body Service. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the JSA.

- 1. Scope of Service.** We will assess your products for compliance with Emirates Conformity Assessment Scheme (ECAS) or Emirates Quality Mark (EQM) certification Scheme for Low Voltage Equipment (LVE), Energy Efficiency Standards Labelling (EESL), Restriction of Hazardous Substances (RoHS), Electrical Equipment in Potentially Explosive Atmospheres (ECASEx/EQMEx), Hoverboards, Lighting, Laser Products, Low Voltage Wire & Cable and Telecommunication Cables (as amended by and incorporated into applicable law, regulations, 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 you have not lodged an application with another Notified Body for the same type.
- 2. Information, Data, and Materials.** You agree to provide all relevant information, test data, test reports (eg. test reports from accredited In-house laboratory, CB (Safety), any relevant test reports and compliance certificate, if available), drawings, list of components, materials, subassemblies, and circuits used in the electrical equipment as well as relevant information for understanding the provided documentation, calculations made, examinations carried out, products, the addresses where the product is manufactured and stored, a list of standards applied. You agree to inform us (the Notified Body) of all modifications to the approved type that may affect the conformity of the product with the essential requirements of the MoIAT Technical Regulations in force or the conditions for validity of the certification. Such modifications shall require additional approval in the form of an addition to the original ECAS & EQM Certificate.

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 ECAS & EQM certification.

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.

You agree that we and to MoIAT may publish any documents and products data received from you or from your behalf on the websites owned by MoIAT, which may be accessible to authorities and the public.
- 3. Management of MoIAT website.** You agree, unless expressly stated otherwise, to give us your authorization to manage on your behalf the online applications for ECAS or EQM Certification on MoIAT websites for the products included in your request(s).
- 4. Transfer of ECAS & EQM Certification.** When you transfer from another Notified Body, you agree to submit to us your test report and inspection report prepared by the other Notified Body for our review. We will prepare a test plan to verify these test results from the other Notified Body and an initial inspection (as applicable) will be conducted to verify the results. In addition, you shall declare any outstanding corrective action requests from their previous provider and specifically bring to attention outstanding corrective action requests.
- 5. Complaints.** Client acknowledges its willingness to support UL Solutions Contracting Party's public safety mission and that UL Solutions Contracting Party is entitled to receive information received, developed, or collected by Client regarding certified products compliance with the ECAS/EQM Scheme requirement. Client shall keep a record of all complaints made known to the Client relating to any product's compliance with the ECAS/EQM Scheme requirements. Client agrees to make such records available to UL Solutions Contracting Party when requested. Client agrees to take appropriate action to respond to such complaints and any noncompliance with the ECAS/EQM Scheme Requirements and keep a record of such actions.

6. **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.
7. **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 any request from the Market Surveillance Authority in the UAE, you shall provide a translation of the relevant parts of the technical documentation into the Arabic language.

The UL Solutions Contracting Party and the Notified Body cannot be held responsible nor involved in such translation.

8. **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 JSA 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 Solutions Contracting Party's name, or UL-ME name in connection with your products or quality assurance systems.
9. **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. The fees set in the Quotation may include fees to be paid to MoIAT to finalize the issuance of the ECAS or EQM Certification.
10. **ECAS & EQM Certification.** If your product and/or quality system is determined to conform to the applicable laws, regulations, and standards, you shall be eligible to receive an ECAS or EQM Certificate ("Certificate"), whichever is applicable. 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 your product and/or quality system 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.
11. **ECAS/EQM and ISO/IEC 17065 Requirements.** As an accredited certification body, ULME comply with the ECAS & EQM 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-ME or MoIAT (4.1.2.2 a).
 - b. If the certification applies to ongoing production, the certified product continues to fulfil the product requirements (4.1.2.2 b).
 - c. The client makes all necessary arrangements for: (1) the conduct of the evaluation and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors; (2) investigation of complaints; and (3) the participation of observers, if applicable (4.1.2.2 c).
 - d. Client will make any claims regarding certification consistent with the scope of certification (4.1.2.2 d).
 - e. Client will not use its product certification in such a manner as to bring UL-ME into disrepute and does not make any statement regarding its product certification that ULME may consider misleading or unauthorized (4.1.2.2 e).
 - f. 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 ECAS & EQM and takes any other required measure (4.1.2.2 f).
 - g. If Client provides copies of the certification documents to others, the document shall be reproduced in their entirety or as specified in the ECAS & EQM (4.1.2.2 g).

- h. 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-ME as specified by the ECAS & EQM (4.1.2.2 h).
 - i. Client will inform UL-ME, 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).
- 12. Use of ECAS Mark.** After obtaining the ECAS Certificate and signing the Usage Policy with the UL-ME Notified Body, a non-transferable, revocable license will be issued and granted allowing Client's use of the of the ECAS mark on the ECAS Certified Product. Any change in the label or replacement of the logo shall be approved by UL-ME or by MoIAT. Only approved Marks shall be displayed in the market. The ECAS Mark will be transferred electronically to the client.
- 13. EQM License & Use of EQM Mark.** For EQM Certification, should such certification be granted, a non-transferable, revocable license will be issued and granted allowing Client's use of the Emirates Mark of Conformity (EQM Mark) to the certified products under the UAE product Certification Scheme. Usage of EQM Mark shall comply with MoIAT policies.
- 14. References to UL Solutions Contracting Party or UL-ME.** Any references to UL-ME are subject to our written authorization. We will permit Client to use such references in promotional or advertising material provided that, in our sole opinion which shall be at our full discretion, the promotional or advertising material does not conflict with our findings or create a misleading impression as to the nature of those findings.
- 15. Use of ECAS/EQM Certificate.** The ECAS/EQM Certificate (the "Certificate") shall be obtained and used only when and in the manner authorized by the Notified Body. The certificate shall not be used in any way in case of any violations, and we would inform the Notified Authority about it. Notwithstanding that the cost of displaying the Certificate is not paid by us, you agree that the Notified Body shall retain the right to control the display or otherwise use the Certificate. Notified Body representatives shall have the right, on demand, to acquire possession of the Certificate and any or all advertising and promotional material or other means of displaying the Certificate or other references to UL-ME, UL Solutions Contracting Party, or any UL Company upon termination of the Service Agreement, or when such action is warranted in our judgment. You assume full and sole responsibility for your use of the Certificate and agree that your product will be in compliance with the Applicable Requirements at all times. You agree that your use of the Certificate constitutes your declaration that the Notified Body has assessed your product in accordance with the applicable laws, regulations, and standards, and that your products covered by the Certificate are in accordance with the Applicable Requirements. You agree that the promotion of your product and/or quality system utilizing any UL Company's name, UL Solutions Contracting Party's name, or UL-ME name or Certificate would mislead the public if such product and/or quality system 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.
- 16. Investigation of Noncompliance.** You agree that you will, at your expense, fully cooperate with and assist in ascertaining the facts if it is reported that your product and/or quality system 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, 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.
- 17. 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 (ECAS & EQM Certification), shall not result in UL-ME, UL Solutions 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-ME, UL Solutions 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.
- 18. Responsibility for the Manufacturer.** If you are not the original manufacturer of the products which subject to the Assessment Services (the Manufacturer) you guarantee and warrant the Manufacturer's compliance with these Service Terms and JSA. You will be responsible for and indemnify us for the Manufacturer's non-compliance with the terms and conditions of these Service Terms and the JSA and you will agree to contract with the Manufacturer on terms not less onerous than those in the JSA and these Service Terms.