

SAUDI ARABIA – SASO Quality Mark Service Terms

These Service Terms and Conditions shall govern SASO Quality Mark Technical Reviews and Factory Audits performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) on behalf of Saudi Standards, Metrology and Quality Organization (“SASO”) 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 SASO Quality Mark Technical Reviews and Factory Audits Services. The capitalized terms in these Service Terms shall have the same meaning as in the GSA.

- 1. Scope of Service.** Client authorizes UL Contracting Party to perform technical reviews of documentation and factory audit in compliance with the requirements of the technical regulation of SQM (“SQM”).
- 2. Price.** A Quotation or Project Confirmation will establish the price for UL Contracting Party’s Services. The price guideline for the SQM is set by SASO and can be found in the SQM technical regulation. Additional investigation and services shall be quoted separately by UL Contracting Party.
- 3. Technical review phase.** Upon completion of technical review of documentation and the information provided within the application of the SQM, UL Contracting Party will provide Client with a report outlining the results of the technical review and application study. If UL Contracting Party requires Client to resolve any non-conformances or provide any missing documents/information, Client shall complete any missing documents/information within (30) days.
- 4. Factory audit phase.** UL Contracting Party will appoint a team of auditors in order to visit the client’s establishment/s and to perform the audit on the production lines. Upon completion of the factory audit, UL Contracting Party will provide Client and SASO, with a report outlining the results of the technical review and audit. If UL Contracting Party requires Client to resolve any non-conformances, Client will correct these items prior to the report being deemed final. Except as recorded in the report, UL Contracting Party makes no statement, express or implied, as to the construction, materials or design of audited product.
- 5. Access.** Client acknowledges and agrees that UL Contracting Party’s representatives) shall have free, safe, and secure access to factories, factories’ laboratories and/or storage facilities where the covered Product(s), or any components thereof, are fabricated, processed, finished, stored, and/or located, during normal business hours and/or when the factories, factories’ laboratories and/or storage facilities are actually in operation so that UL Contracting Party may perform the requested audits. Client agrees to provide UL Contracting Party’s representatives with all safety and other protections required by law for Client’s own employees, including, without limitation, all applicable Occupational Health & Safety rules and regulations in effect. Client shall not attempt to condition the right of UL Contracting Party representatives to obtain free access to a factory and/or storage facility 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 UL Contracting Party representative signs such an agreement, waiver, or release, it shall be considered void and shall be of no force and effect. UL Contracting Party shall, however, direct its representatives to exercise reasonable care to comply with any plant safety regulations generally applicable to personnel at any such factory or storage facility.

6. Reporting of Results and Major Deviations. Client authorizes UL Contracting Party to report audit results, including corrective actions when required, to SASO. If major deviations or non-conformances are found during the audit, UL Contracting Party will notify SASO and Client. If the major deviations are not resolved within 30 days, the evaluation report will be forwarded to SASO with UL recommendations in order to take the final decision.

UL Contracting Party will prepare a final report regarding the audit results that shall include the testing results and the recommendations. UL will provide this report to SASO committee for the review and the final decision. SASO committee may ask for additional review works, improvements on some points, or additional controls on the production. Any additional works will be charged to the client.

7. License decision: The Client understands and agrees that the final decision of granting the SQM license is only taken by SASO without any involvement of any other parties.

8. Transmission of Information. Client agrees and authorizes UL Contracting Party to transfer all data and technical information concerning products and/or factories to SASO for the unique purpose of conformity assessment under the SQM scheme. Client authorizes UL Contracting Party to transmit unencrypted Client Confidential Information and other information through the Internet or a public network to e-mail addresses and/or other locations provided by Client. Client acknowledges that UL Contracting Party cannot guarantee the privacy and confidentiality of such transmissions and agrees that UL Contracting Party shall not be liable for any damages resulting from such transmissions.

9. No Opinion. Client agrees that UL Contracting Party is not providing any opinions on findings regarding whether Client qualifies for certification and/or will be issued an evaluation report by auditors.

10. Use of SASO Quality Mark. SQM is the exclusive property of SASO. You agree not to display or use the SQM logo in any manner without SASO's prior authorization subject to agreement and conditions between SASO and Client. Client shall follow all the instructions of usage of the SQM required by the relevant regulation (SASO Quality Mark Regulation). The Client warrants to apply the SQM only on the licensed products as per the terms and instruction of the relevant regulation and as authorized by SASO. The use of the SQM is under the sole responsibility of the Client and subject to SASO authorization which shall be granted at SASO's sole discretion.

11. Independent Contractor. UL Contracting Party is an independent contractor. UL Contracting Party and Client intend that nothing in these Service Terms shall be construed as creating an employment relationship, joint venture or other business group or concerted action.

12. Responsibilities of UL towards SASO online system. Jeem1 or any other SASO system is an online system created and managed by SASO: UL is not responsible of possible malfunctions, delays or errors on the system.

13. Maintenance of the SQM License: The SQM license is valid for a period defined by SASO and may be automatically renewed if there are no evidences of the non-conformity of the products during the follow-up works. SASO or the authorized body shall perform periodically audit visits that will not be less than one time a year. The audit visit procedures are the same as the initial audit. UL does not perform any tracking/alert services for the maintenance of the SQM license: the validity/expiration check is under the sole responsibility of the license holder.