

## **BAHRAIN AND OMAN ENERGY EFFICIENCY LABELLING AND MEPS SCHEME SERVICE TERMS**

These Services Terms shall govern the Bahrain and Oman Energy Efficiency Labelling and MEPS scheme on Notified Body Services provided by the UL Contracting Party (as identified in the Quotation or Project Confirmation) utilizing its affiliate notified body, UL International Demko A/S ("UL Demko"), designated by Bahrain Testing & Metrology Directorate (BTMD) and by the Directorate General for Standards and Metrology of the Ministry of Commerce and Industry in the Sultanate of Oman (DGSM), in accordance with the Bahrain Ministerial Decree (70/2015) and the Omani Ministerial decree (107/2018) to complete Energy Efficiency registration; and set out the responsibilities and obligations of you ("Client") and of the registration holder.

These Service Terms and the terms of the Product Submittal and Testing Services Agreement ("L305") are incorporated by reference into and are an integral part of each service agreement entered into by the Parties for Bahrain and Oman Energy Labelling and MEPS Scheme service. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the L305.

**1. Scope of Service.** We will assess your products for compliance with the Bahrain Ministerial Decree (70/2015) and with the Oman Ministerial decree (107/2018) and with the Energy Labelling and Minimum Energy Performance Requirements for Air-Conditioners (as issued by the Bahrain Ministry of Industry, Commerce and Tourism, by the Omani Ministry for Commerce and Industry and by the GCC Standardization Organization) as amended and incorporated into applicable national law, and any applicable laws, 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. As per client request, the service may include product registration on BTMD and DGSM EER website (<https://bsmd.moic.gov.bh/eer/> and <https://dgsom.gso.org.sa/eer/>) and payment of fees to the authority, completed by UL Notified Body on behalf of the manufacturer. 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 notified body's laboratory or third party laboratory accredited to ISO/IEC 17025 issue by an International Laboratory Accreditation Cooperation (ILAC) member), photographs, rating plates, labels and instruction manuals in Arabic and English, Gulf Type Examination Certificate, application for registration. If you are submitting test reports, certifications and documents owned by the original manufacturer or by a different company, you declare you are authorized to use such documents for the application for Bahrain and Oman Energy Labelling and MEPS registration. You and the registration holder give your agreement to us to publish the documents and products data on the BTMD and DGSM EER website (<https://bsmd.moic.gov.bh/eer/> and <https://dgsom.gso.org.sa/eer/>), owned by the BTMD and DGSM and accessible to the authorities and partially to the public.

**3. Management of EER website** You agree, unless expressly stated otherwise, to give us your authorization to manage on your behalf the online registration on BTMD and DGSM EER websites for the products included in your request(s), considering first registrations, annual reconfirmations and renewals and including payment of registration fees.

**4. 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.

**5. 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.

**6. 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 L305 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 or UL LLC's name in connection with your products or quality assurance systems.

**7. 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 may include fees to be paid to the Bahrain and/or Oman authorities to finalize the registration on BTMD and DGSM EER website. 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, additional fees for filing and maintenance of the Registration and for additional copies of reports and documents will be billed separately.

**8. Bahrain and Oman Energy Efficiency Letter of Approval and Energy Efficiency Label.** If the product for which the request is submitted is determined to conform to the applicable laws, regulations, and standards, you shall be eligible to receive a letter of approval and energy efficiency label. We, as notified body, are performing the validation against the scheme requirements and on the base on the results we are submitting the product data and documents to BTMD and DGSM for the finalization of the registration and Energy Label. We are submitting you the final documents issued by the BTMD and DGSM EER websites. The maintenance of the registration is contingent upon your continued adherence to the terms of the service agreement, including these Service Terms. The registration may be suspended, cancelled or withdrawn at any time if the approved 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 registration is suspended, cancelled or withdrawn the registration holder, the manufacturer and his authorized representative, shall immediately cease to use the energy efficiency label on the products listed.

**9. Energy Efficiency Label.** The energy efficiency label includes a QR code for verification and it is generated by BTMD and DGSM EER websites. The energy efficiency label shall be affixed to the products under the responsibility of the manufacturer or of the authorized representative and shall meet the requirements of Bahrain Ministerial Decree (70/2015) or of Oman Ministerial Decree (107/2018). Registration holder will be required to provide to DGSM the annual sales data for each registered model for the duration of the registration.

**10. Modifications to your product.** You, on behalf of the registration holder, must inform us of all modifications to the approved products, which may affect the conformity of the product with the essential requirements of the Bahrain and Oman laws and GSO (standing for "GCC Standardization Organization") standards and procedures applicable and in force or the conditions in these service terms for the validity of the registration. Such modifications may require additional approval in form of an addition or amendment to the original registration.

**11. Reconfirmation of registration.** You, on behalf of the registration holder, have the responsibility of the annual reconfirmation of a registration. To reconfirm the registration per electronic means through the BTMD and DGSM EER websites, the following actions are needed:

1. Submission, within two (2) months prior to the annual expiry, of a declaration of conformity, stating that
  - a. the product, its components, materials, manufacturing process etc. did not undergo any changes that may influence the energy performance of the product.
  - b. the test results provided to the Notified Body for verification are still valid for the products placed on the market.
  - c. the applied standards are still valid to show conformity with the requirements of the scheme.
2. Payment of annual labeling registration fees to the authority (if applicable).

You agree to submit the request and necessary documentation for the annual reconfirmation at least 60 days before the expire date. You are responsible to inform the registration holder, if different from you, of the expire of the registration.

**12. Renewal of registration.** Renewal of the letter of approval and registration is required every three years and includes the re-verification performed by us as notified body. You are responsible to inform the registration holder, if different from you, of the expiration of the registration. 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 verification and authorization by BTMD and DGSM, a new letter of approval and energy efficiency label will be issued.

**13. References to UL Contracting Party or UL Demko/UL LLC.** Unless otherwise authorized in writing by us, we will only permit the use of appropriate references to UL Demko/UL LLC, 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.

**14. Use of Letter of Approval and Energy Efficiency Label.** The letter of approval and the energy efficiency label are delivered by us as generated by the BTMD and DGSM EER websites. We, as notified body, are performing the validation against the scheme

requirements and submitting the result to BTMD and DGSM. We bear no responsibility on the final authorization and issuance of the letter of approval and energy efficiency label, made by the BTMD and DGSM. The letter of approval and the energy efficiency label shall be obtained and used only when and in the manner authorized by the issuing Regulatory Authority (BTMD and DGSM) and in case of any violations, we would inform the authority about it.

You assume full and sole responsibility for your use of the letter of approval and energy efficiency label and agree that the approved product will be in compliance with the Applicable Requirements at all times.

**15. Investigation of Noncompliance.** You, on behalf of the registration holder, agree that you will, at your expense, fully cooperate with and assist in ascertaining the facts if it is reported that the registered products 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 registration, if the manufacturer fails to make corrective actions we will withdraw the registration.

**16. 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 Bahrain and/or Oman applications for registration of air-conditioners for energy labelling and MEPS.

We will inform the notifying authority of the following:

- a) Any refusal, restriction, suspension or withdrawal of a registration
- 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.

**17. No Listing, Classification or Recognition of Product.** You understand and agree that any report, letter, certificate, or authorization delivered as a result of any Assessment Services performed under this program (Omani Energy Labelling and MEPS Scheme), shall not result in UL Demko/UL LLC, 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 LLC, UL Contracting Party, or any UL Company. You shall not use such document 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. Applicant acting on behalf of Registration Holder.** According to Bahrain and Oman Energy Labelling and MEPS Scheme, the registration is released to the manufacturer, who is the registration holder.

If you are requesting registration on behalf of the registration holder, you warrant that you are authorized by the registration holder to apply for the first time registration and its ongoing maintenance according to your specifications. You are obligated to submit the delivered documents and communications and to inform the manufacturer and the registration holder

of their responsibilities listed in this service terms and in the applicable laws, standards and regulations. You are informed that we as the notified body can notify the manufacturer and registration holder regarding the status of the registration and have the obligation, upon request of the registration holder, to inform and to give access to information related with the application, when the registration holder is being requested to do so by the authorities.