



## KL Certification Services

(A division of Karandikar Laboratories Pvt. Ltd.- Abu Dhabi)

## ECAS Certification General Terms and Conditions

**KL CERTIFICATION SERVICES (A division of Karandikar Laboratories Pvt. Ltd.-Abu Dhabi)**

|                                     |   |                                  |
|-------------------------------------|---|----------------------------------|
| Doc.: Certification Scheme Document | CSD No.: 008-U                                  | General terms and conditions     |
| Issue No.: 01                       | Issue Date: 01.11.2025                          | Amend No.: 00      Amend Date: - |
| Approved by:                        | Mr. Ravindra K. Paranjpe (Director(Operations)) |                                  |



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### ECAS CERTIFICATION GENERAL TERMS AND CONDITIONS

These General Terms and Conditions shall govern the ECAS certification by Notified Body Services provided by the KL Certification Services (as identified in the Quotation or Project Confirmation) ("we", "our" or "us" as the context requires), Karandikar Laboratories Pvt. Ltd. – Abu Dhabi (KLPL-ABD), a Notified Body accredited 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) certification Scheme, under which KLPL-ABD is permitted to issue the ECAS-Ex; and set out the responsibilities and obligations of the Client ("you" or "your" as the context requires). A service agreement ("Service Agreement") will be formed by: (i) your acceptance of a written offer (including by email) made by us or on our behalf to provide Services (a "Quotation"); (ii) the issuance of a written acceptance (including by email) of your order by us or on our behalf (a "Project Confirmation"). The KL Certification Services and the Client shall individually be referred to as a "Party" and jointly as the "Parties".

**1. General Obligations.** The work shall be executed as described in the Scope of Work (the "Work") in accordance with the provisions of this Agreement, and any agreed applicable rules and standards. Unless otherwise agreed, the relevant Product Certification Scheme and any applicable accreditation requirements shall apply. The extent of the Work to be performed is set out exhaustively in the Scope of Work.

Appropriate personnel shall be appointed for the performance of the Work. Unless otherwise agreed, at any time, and without extra cost and risk for Customer, substitute personnel may be assigned to the Work, provided that any substituting personnel are suitably qualified.

The performance of the Work under this Agreement may regularly be subcontracted. KL Certification Services- Abu Dhabi shall have the right to subcontract to any affiliate or any duly qualified third parties. Such subcontracting shall not relieve KL Certification Services- Abu Dhabi, as applicable, from its obligations under this Agreement.

KL Certification Services- Abu Dhabi may, without prior notice, assign, transfer, declare a trust over, subcontract or delegate in any other manner any or all of its rights and obligations under this Agreement to any affiliate. For the purposes of this clause affiliate shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with KL Certification Services- Abu Dhabi. A business entity shall be deemed to control another if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business or any other comparable equity or ownership with respect to a business entity.

Customer shall in a timely manner make all necessary decisions and provide KL Certification Services- Abu Dhabi with access to Customer's sites and facilities and provide any and all relevant, accurate, and complete documentation and information required for the Work, Unless it is explicitly agreed as part of the Work that KL Certification Services- Abu Dhabi shall identify discrepancies, errors, inconsistencies or omissions in the information provided by Customer, the Customer is responsible for all aspects of the information it provides, and KL Certification Services- Abu Dhabi is entitled to rely on the accuracy and completeness of such information in the performance of the Work.

Customer shall be able to document and trace all products covered by certificates issued by KL Certification Services- Abu Dhabi to Customer.

Customer warrants that it has the necessary rights to use and disclose the information and documentation which are relevant for the purpose of the Work.

KL Certification Services- Abu Dhabi may, on their own account, extend the audit team with an observer(s) for purposes such as training, peer evaluations and supervision by the Accreditation Body and/or Notifying



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Authority. In addition, KL Certification Services- Abu Dhabi may use information and material provided or generated under this Agreement for its internal training purposes.

Customer shall familiarize itself with any Deliverable issued within a reasonable time after delivery or notification of completion of the Work. Any documented error or defect in the Work shall be rectified within a reasonable period of time, at the originator's sole cost, provided said error or defect is not attributable to the Customer, Customer's affiliates or Customer's subcontractors and provided that Customer shall notify KL Certification Services- Abu Dhabi of any error or defect the earlier of (a) sixty (60) days after Customer became or should have become aware of such errors or defects or (b) within 12 months from issuance of the relevant Deliverable at the latest.

Customer shall take all necessary measures to ensure that the obligations set out in this Section 1, General obligations, shall apply also towards Customer's suppliers and subcontractors, to the extent necessary for the performance of the Work.

Customer shall have in place product liability, professional indemnity and general liability insurances, or similar, with a coverage which reflects the nature and extent of its activities and any applicable regulatory requirements. The insurance shall provide adequate cover for product recall costs and liabilities. Customer shall upon request provide evidence of such cover.

- Scope of Service.** We will assess your products for compliance with Emirates Conformity Assessment Scheme (ECAS) certification Scheme for Electrical Equipment in Potentially Explosive Atmospheres (ECAS-Ex), as 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.

- Intellectual Property.** You agree to provide all IECEx documents (CoC, ExTR and QAR) as well as relevant information for understanding the provided documentation. 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.

For the purpose of this Agreement, each party shall remain the sole owner of any of its intellectual property and rights thereto existing prior to the date of this Agreement, including, but not limited to, the certification/notified body protocols and templates for certificates, reports and checklists. KL Certification Services- Abu Dhabi shall be entitled to use, for the purpose of their own certification activities, the know-how acquired in the course of the performance of the Work. In addition, KL Certification Services- Abu Dhabi shall be entitled to use information received or generated under this Agreement in an aggregated form, for the purpose of their certification activities.

KL Certification Services- Abu Dhabi shall hold all intellectual property rights to the reports and certificates issued to Customer under this Agreement (the Deliverables), including the copyright. Customer shall hold a restricted, non-transferrable, global and royalty free license to use the valid Certificate in accordance with the applicable requirements, and a global, royalty free license to use the reports for its own internal purposes. The reports shall not be disclosed to third parties without the certification/notified body's prior written consent.

Customer warrants that it holds all necessary rights to submit documentation and information to KL Certification Services- Abu Dhabi for the purpose of the certification.

The Customer shall only make available the Deliverables or parts thereof to third parties without altering the content, context or original language of the Deliverables.

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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 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 give your agreement to us and to MOIAT to publish the documents and products data on the websites owned by MOIAT and accessible to the authorities and partially to the public.

4. **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 on MOIAT websites for the products included in your request(s).
5. **Your Information.** You represent and warrant that all information and/or data provided to us or another KLPL Company by you, or on your behalf ("Your Information"), will be complete and accurate and that you are in compliance with any relevant data protection laws in furnishing it to us, and agree that we may rely upon and process such information when providing you Services. In addition, you represent and warrant that all of Your Information is owned or licensed by you and does not infringe on the intellectual property rights of any third party. If any of Your Information is inaccurate, we will not be liable for any performance or alleged non-performance of Services. You agree that we may share Your Information (to the extent permitted by applicable laws and contractual obligations) with other KLPL companies, subcontractors or third parties, in order for us to: (i) perform the Services; (ii) conduct surveys for input about us and our Services or the improvement of our Services; (iii) provide additional information about our Services to you; or (iv) act in the interest of public safety.
6. **Confidential Information.** Each Party acknowledges that in connection with the Services it may have access to or otherwise receive or observe confidential or proprietary information or materials of the other Party ("Confidential Information"). Confidential Information includes:(a) business and marketing plans and financial information; (b) plans, designs, sketches, and prototypes for products and services; (c) engineering and technical information such as software, test processes and methodologies, data, and test equipment and fixtures; (d) trade secrets; and (e) information concerning the disclosing Party's customers, business partners, or affiliates and their products or services. Confidential Information, however, does not include information or materials that are: (i) already known to the receiving Party at the time of disclosure; (ii) publicly available or that become publicly available other than through the acts or omissions of the receiving Party; or (iii) subsequently acquired by the receiving Party from other sources not in violation of any confidentiality obligations. Each Party agrees that it will not, in whole or in part, disclose, transfer, use, reverse engineer, or otherwise make available the disclosing Party's Confidential Information, except as necessary by the KLPL companies or their subcontractors to perform the Services. Each Party agrees to treat all Confidential Information of the disclosing Party with the same degree of care it employs to protect its own Confidential Information and in no event less than a reasonable standard of care. We may disclose your Confidential Information: (i) when required to be produced pursuant to an order or command of any judicial, regulatory, or accreditation authority; or (ii) when required by any common law or statutory duty. Each Party agrees at its expense to return or destroy, as instructed by the disclosing Party, all Confidential Information upon request from the disclosing Party, except that one copy may be retained solely for recordkeeping or accreditation purposes. Each disclosing Party retains exclusive ownership of all right, title and interest in its Confidential Information.
7. **Subcontracting.** You agree that we may subcontract Services to any KLPL Company or other third parties

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subject to our requirements. We will provide as a term of any such subcontract that the subcontractor will meet our current qualification requirements, including complying with our confidentiality requirements.

- 8. 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 KL Certification Services and the Notified Body cannot be held responsible nor involved in this translation.
- 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 Certification.
- 10. 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 Service Agreement 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 KLPL company's name, KL Certification Services' name, or KLPL-ABD name in connection with your products or quality assurance systems. "KLPL Company" means a KL Certification Services or an entity controlled by, controlling, or under common control with that KL Certification Services, and "KLPL companies" means all of them, collectively. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of more than 50% of the interests in such entity, by contract, or otherwise.
- 11. ECAS 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 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.
- 12. ECAS and ISO/IEC 17065 Requirements.** As an accredited certification body, KLPL-ABD comply with the ECAS 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 KLPL-ABD or MoIAT (4.1.2.2 a);

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- 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 KLPL-ABD into disrepute and does not make any statement regarding its product certification that KLPL-ABD 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 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 (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 KLPL-ABD as specified by the ECAS (4.1.2.2 h);
- i) Client will inform KLPL-ABD, 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).

**13. Use of ECAS Mark.** After obtaining the ECAS Certificate and signing the Usage Policy with the KLPL-ABD Notified Body, a non-transferable, revocable license will be issued and granted allowing Client's use of the ECAS mark on the ECAS Certified Product. Any change in the label or replacement of the logo shall be approved by KLPL-ABD or by MoIAT. Only approved Marks shall be displayed in the market. The ECAS Mark will be transferred electronically to the client.

**14. References to KL Certification Services or KLPL-ABD.** Any references to KLPL-ABD 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 Certificate.** The ECAS 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 KLPL-ABD, KL Certification Services, or any KLPL 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 KLPL Company's name, KL Certification Services' name, or KLPL-ABD name or



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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. Complaints.** Client acknowledges that KL Certification Services is entitled to receive information received, developed or collected by Client regarding certified products compliance with the ECAS Scheme requirement. Client shall keep a record of all complaints made known to the Client relating to any product's compliance with the ECAS Scheme requirements. Client agrees to make such records available to KL Certification Services when requested. Client agrees to take appropriate action to respond to such complaints and any noncompliance with the ECAS Scheme Requirements and keep a record of such actions.
- 17. 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.
- 18. Appeal Handling.** Appeals will be considered only against a certification decision made by KLPL-ABD. A certification decision is a decision by KLPL-ABD to grant, refuse, maintain, expand or reduce scope of certification, renew, restrict, suspend or restore following suspension or withdraw certification. Such a decision by KLPL-ABD shall stand pending hearing of appeal, if any. Any decision made by KLPL-ABD as NB can be appealed within 3 weeks from the date the Manufacturer receives the written decision. The appeal shall be sent in writing to KLPL-ABD, which shall perform the necessary investigation in order to reconsider the decision or refuse the appeal.
- 19. Complaints Handling.** Any complaint against KLPL-ABD shall be addressed to the Quality Manager, in writing. Complaints in writing received by KLPL-ABD, will be processed in accordance with the NB's Compliant Procedure. The Compliant procedure is available on request.
- 20. 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.
- 21. No Listing, Classification or Recognition of Product.** You understand and agree that any report, Certificate issued as a result of any Assessment Services performed under this program (ECAS Certification), shall not result in KLPL-ABD, KL Certification Services, or any KLPL 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 KLPL-ABD, KL Certification Services, or any KLPL 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.
- 22. Export Control.** You represent and warrant that you: (i) will not cause any KLPL Company to violate any export, trade or other economic sanction law; (ii) will promptly advise us if a project involves technology that is subject to any government controls, and will promptly supply all information needed to comply with



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those controls; and (iii) will make payment to us for Services rendered under a Service Agreement with funds obtained and through financial institutions and accounts in compliance with applicable laws concerning the prevention of money laundering, terrorist financing and other illicit activities.

- 23. Client Remedies.** We will provide Services in accordance with professional standards of conduct generally applicable to conformity assessment organizations and we will not have any responsibility other than to exercise reasonable skill, care and diligence in the performance of Services. In the event a tribunal determines that we have failed to comply with such standards of conduct in providing Services and that such failure directly caused you harm, we will compensate you for such direct harm, PROVIDED, HOWEVER, that the amount of such compensation will not exceed the fees paid by you to us for the specific portion of the Services rendered that directly caused you harm, and that, under no circumstances will we be liable to you for any incidental, consequential, or punitive damages. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 10, WE MAKE NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY "IMPLIED WARRANTY OF MERCHANTABILITY" OR "FITNESS FOR A PARTICULAR PURPOSE."
- 24. Third party claims.** You agree to indemnify and hold harmless the KLPL companies and their trustees, directors, officers, employees, members, affiliates, agents and subcontractors (each an "indemnified party") from all losses and expenses (including reasonable attorneys' fees) arising out of, or related to, claims asserted by third parties that relate to the design, testing or data provided by you, or the manufacture, marketing, or sale of your products or services (including your use of any of the marks), or that relate to the services, unless caused by an indemnified party's sole negligence. If an indemnified party becomes subject to a third-party claim, such indemnified party may, with your consent which shall not be unreasonably withheld or delayed, defend itself at your expense with counsel of its own choosing.
- 25. Release and Waiver.** To the extent permitted by law, you waive and release all of the KLPL companies and their trustees, directors, officers, employees, members, affiliates, agents and subcontractors from all liability, claims, demands, actions, or causes of action for any alleged loss, damage, or injury, other than a claim for compensation from us pursuant to section 10. This release and waiver covers all claims arising in tort as well as those arising under any state or federal statute, that in any way arise out of, or relate to, the services or performance or alleged non-performance under any service agreement.
- 26. Our Functions.** You acknowledge and agree that we are not a designer, manufacturer, marketer, seller, endorser, guarantor, or insurer of your products or systems of any kind. By providing the Services we are not assuming and we disclaim any obligation, including any duty of care toward you or any third party related to the design, testing by entities, or the manufacture, marketing, or sale of any product(s) or system(s) that you submit to us for Services. You agree that: (a) our provision of Services is not intended to supplant your examination and testing of such product(s) or system(s); (b) by our performance of Services, we are not assuming any duty that you have to examine or test the design of such product(s) or system(s), either before or after manufacture or sale; (c) we are not endorsing, or warranting the safety or performance of such product(s) or system(s); and (d) in rendering Services, we are not supplying, information for your guidance and conduct of your business.



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**27. Termination.** Except as otherwise specifically provided in the Quotation, the Agreement will remain in effect until completion of Services, or unless terminated earlier in accordance with the provision of these Terms.

- a) The Agreement may be terminated by either party upon sixty (60) days prior written notice to the other party.
- b) The Agreement may be terminated by either party, if the other party is in material breach of any of its obligations hereunder and fails to remedy such breach within ten (10) days of receipt of a written notice by the other party which specifies the material breach. The filing of a petition in bankruptcy or any similar filing for protection from creditors will be a material breach of the Agreement.
- c) We may terminate the Agreement if Client fails to in the event of your failure or inability to pay any amount due to us, or your debts and obligations in the normal course of business. KLPL may suspend performance of the Services without prejudice to its right to terminate hereunder.
- d) Upon termination of the Agreement, we are entitled to reimbursement in full for all Services provided and any other sums due pursuant to the Agreement up to the date of termination, including any other direct costs and expenses incurred by us in connection with the termination.

**28. Waiver or Modification.** Any failure by a Party to insist upon the performance of any provision of a Service Agreement will not constitute a waiver of any rights or a waiver of any right to future performance of that provision. For any waiver or modification of any provision of a Service Agreement to be effective, it must be set forth in a writing executed by both Parties' authorized agents.

**29. Governing law and Dispute Resolution.** These ECAS General Terms and Conditions are governed by the laws of Republic of India without reference to its conflict of law rules. Any dispute, controversy or conflict arising out of or in connection with these terms, a Service Agreement, or our services shall be referred to and resolved by confidential arbitration administered by the arbitration division of the Abu Dhabi Global Market (ADGM) Courts accordance with the ADGM's then-current arbitration rules and procedures. The venue of arbitration shall be United Arab Emirates. The arbitration will be conducted in English before a single arbitrator agreed to by both parties (or if the parties cannot so agree, an arbitrator appointed by the ADGM). The arbitrator does not have authority to modify these terms or a Service Agreement and must apply the foregoing choice of law without regard to conflicts of law principles. The arbitration award shall be final and binding for both Parties. However, a party may seek from a court of competent jurisdiction (i) judgement on an arbitration award, (ii) provisional remedies in aid of arbitration, or (iii) injunctive relief to stop or prevent misuse or misappropriation of its marks or confidential information or infringement of its intellectual property. In the event a party rejects a written financial offer to settle a dispute and ultimately does not receive an arbitration award greater than such offer, such party will be responsible for the other party's reasonable legal fees and expenses incurred after presentation of the offer (and, if applicable, such party will not be entitled to recovery of its own legal fees or expenses incurred after its rejection of the offer).

**30. Severability.** If any provision of a Service Agreement is held invalid, void, or unenforceable, the remainder of the Service Agreement will not be affected, and each remaining provision of the Service Agreement will be valid and enforced to the full extent permitted by law.

**31. Electronic Signature.** A Service Agreements may be executed and delivered by facsimile, PDF or by means of other electronic signature and such facsimile. PDF or other electronic signatures will be deemed to be valid and original.

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**32. Force Majeure.** Neither party, including KLPL ABD, shall be in breach of this Agreement, nor liable for any failure or delay in performance hereunder if the cause of such failure or delay is attributable to events beyond reasonable control of the affected party, including but not limited to armed conflict terrorist attack, civil war, riots, toxic hazards, epidemics, natural disasters, extreme weather, fire, explosion, failure of utility service, labour disputes, breakdown of infrastructures, sanctions, or any public restrictions following any of the incidents above; or any other incidents beyond reasonable control (force majeure).

In the event of a force majeure occurrence, the affected party shall notify the other party without undue delay of the particulars of the situation. Either party shall be entitled to terminate the Agreement with immediate effect should the force majeure endure for more than 30 days.

KLPL ABD may terminate this Agreement, subject to 30 days written notice to Customer, without any liabilities or penalties, if KLPL ABD, its ultimate parent company or the ultimate parent company's subsidiaries or affiliates are subject to sanctions or penalties by a government, United Nations, European Union or similar organizations related to the Work which is provided hereunder or would be considered to be illegal or in conflict with applicable law for the certification/notified body, its subcontractor and/or its subcontractor's parent companies.

**33. Responsibility for the Manufacturer.** If you are not the original manufacturer of the products subject to the Assessment Services (the Manufacturer) you undertake and warrant to inform the Manufacturer of its obligation to comply with these General Terms and Conditions and the applicable respective Service Agreement as if the Manufacturer were the Client. You will be responsible for and indemnify us for the Manufacturer's non-compliance with the terms and conditions of these General Terms and Conditions and the applicable respective Service Agreement.