



## GSO CERTIFICATION AGREEMENT

### GSO 认证协议

**Pioneer(Hangzhou)** is an accredited Conformity Assessment Body (CAB) and notified by The Gulf Cooperation Council (GCC) Standardization Organization (GSO) as a Notified Body for issue of “Gulf Type Examination Certification” under Annex (4) of Gulf Technical Regulation for Low Voltage Electrical Equipment and Appliances (BD-142004-01).

Whereas subject to the terms of this Certification Agreement, products found to be in compliance to the essential requirements of the safety objectives for electrical equipment designated for use within certain voltage limits and that for electromagnetic compatibility, as per Annex 1 of BD-142004-01, on authorization are eligible to mark the certified product with the Gulf Conformity Mark.

#### 1. DEFINITIONS:

1.1 **APPLICANT:** APPLICANT must be a manufacturer, responsible for putting product onto the market, and have entered into this agreement to abide by the requirements and obligations detailed within Gulf Technical Regulation for Low Voltage Electrical Equipment and Appliances. (BD-142004-01) (The “Gulf Technical Regulation”), and ensure that the product TYPE certified by **Pioneer(Hangzhou)** is compliant with the Regulation.

1.2 **Manufacturer:** Means any natural or legal person or organization who manufactures electrical equipment or has it designed, manufactured, and places on the market electrical equipment under his name or trademark.

1.3 **Product:** Means Low Voltage Electrical Equipment within the scope of the Gulf Technical Regulation for Low Voltage Electrical Equipment and Appliances. (BD-142004-01)

1.4 **Gulf – Type Examination:** Is the part of a conformity assessment procedure in which a Notified Body examines the technical design of a product, verifies that the technical design of the product meets the requirements of the applicable Gulf Technical Regulation that apply to it. Referred to as Type in this Agreement.

1.5 **Gulf - Type Examination Certificate:** Is a certificate issued by a Notified Body after examining the technical design of a product and verifying that the technical design of the product meets the requirements of the applicable Gulf Technical Regulation.

1.6 **Notified Body:** A Conformity Assessment Body notified by the Notifying Authority as a notified Conformity Assessment Body in a specific field according to the applicable Gulf Technical Regulations.

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1.7 **Technical File:** A list of technical documents detailed within Annex 4 of the Gulf Technical Regulation for Low Voltage Electrical Equipment and Appliances. (BD-142004-01) so to enable the Notified Body to carry out a Gulf Type examination.

## 2 SERVICE of WORK:

2.1 Issue of Gulf - Type Examination Certificate which has followed the process in accordance to ISO / IEC 17065, on completion, **Pioneer(Hangzhou)** shall issue under license the Gulf Type Examination Certificate(s) on meeting the requirements of the Gulf Technical Regulation for Low Voltage Electrical Equipment and Appliances (BD-142004-01) and the **Pioneer(Hangzhou)** requirements set out in this agreement and by doing so authorize the **APPLICANT** to mark the product with the Gulf Mark, in accordance to Annex 4 of Gulf Technical Regulation for Low Voltage Electrical Equipment and Appliances (BD-142004-01)

## 3 Gulf Type Examination Certificate:

3.1 Where Type meets the requirements of the Gulf Technical Regulation for Low Voltage Electrical Equipment and Appliances, BD-142004-01 refers. **Pioneer(Hangzhou)** shall issue a Gulf-Type examination certificate to the **APPLICANT (the "Gulf Type Examination Certificate").**

3.2 Where Type does not satisfy the requirements of the Gulf Technical Regulation **Pioneer(Hangzhou)** shall refuse to issue a Gulf-Type Examination Certificate and shall inform the **APPLICANT** giving detailed reasons for its refusal.

3.3 The Gulf-Type Examination Certificate shall be withdrawn only on written request from the **APPLICANT** if the Product is no longer being manufactured in accordance with the safety and electromagnetic compatibility requirements set out in Articles (4) and (6) and Annex (1) of the Gulf Technical

3.4 The validity period of the Gulf-Type Examination Certificate is three (3) years from its date of issuance.

## 4 OBLIGATIONS of APPLICANT:

4.1 The **APPLICANT** understands its obligations pursuant to this Certification Agreement and its responsibilities as detailed in the Gulf Technical Regulation in order to maintain eligibility for certification, and warrants that it shall comply with the provisions set out in Annex 4 and 6 of the Gulf

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Technical Regulation.

- 4.2 The **APPLICANT** shall lodge an application for Gulf-Type Examination with a single Notified Body and provide a written declaration that the same application has not been lodged with any other Notified Body.
- 4.3 The **APPLICANT** shall provide **Pioneer(Hangzhou)** with an established Technical File, which shall make it possible for **Pioneer(Hangzhou)** to assess the conformity of the electrical equipment to the relevant requirements to meet the Gulf Technical Regulations.
- 4.4 The **APPLICANT** shall include an adequate analysis and assessment of the risk(s) of the Product. The Technical File shall specify the applicable requirements and cover as far as relevant for the assessment, the design, manufacture and operation of electrical equipment. The Technical File shall, wherever applicable, contain at least the requirements specified in Gulf Technical Regulations.
- 4.5 The **APPLICANT** shall have in place a product manufacturing quality control plan to ensure that the Type manufactured is identical to the product defined within the Technical File.
- 4.6 The **APPLICANT** shall comply at least, with the following:
- a) Always fulfils the certification requirements, including implementing appropriate changes when they are communicated by the **Pioneer(Hangzhou)**;
  - b) If the certification applies to ongoing production, the certified product continues to fulfil the product requirements
  - c) Makes all necessary arrangements for:
    - 1) the conduct of the evaluation, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel(s);
    - 2) investigation of complaints;
    - 3) the participation of observers, if applicable;
  - d) Makes claims regarding certification consistent with the scope of certification
  - e) Does not use its product certification in such a manner as to bring the **Pioneer(Hangzhou)** into disrepute and does not make any statement regarding its product certification that the **Pioneer(Hangzhou)** may consider misleading or unauthorized;
  - f) upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure;



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- g) In case if provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;
- h) in making reference to its product certification in communication media such as documents, brochures or advertising, applicant complies with the requirements of the **Pioneer(Hangzhou)** or as specified by the certification scheme;
- i) Complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;
- j) Keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the **Pioneer(Hangzhou)** when requested, and
  - 1) takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
  - 2) documents the actions taken;

*NOTE Verification of item j) by the **Pioneer(Hangzhou)** can be specified in the certification scheme.*

- k) Inform **Pioneer(Hangzhou)** in all cases, without delay, of modifications, variations or changes to the Product or manufacturing process that may affect the safety and conformity to that of originally Type Certified. Notification to **Pioneer(Hangzhou)** informing a change of, but not limited to:
  - The legal, commercial, organizational status or ownership;
  - Organization and management (e.g. key managerial, decision-making or technical staff);
  - Modifications or variations to the Product or the production process method;
  - Contact address of production sites;
  - Major changes or loss control to the manufacturing process control or quality management system.
  - All reported incidents (internal or external sources) of non - conforming product.

## 5 OBLIGATIONS of Pioneer(Hangzhou):

5.1 **Pioneer(Hangzhou)** reserves the right upon reasonable written notice to the **APPLICANT** to re-evaluate the Product at the expense of the **APPLICANT**. This re-evaluation may be the result of a revision of the Gulf Technical Regulation, the applicable referenced standards, new information regarding the characteristics of the material used in the Product, or other information (including administrative changes) that raises a question concerning the conformance of the product to the Gulf Technical Regulation.

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5.2 **Pioneer(Hangzhou)** reserves the right, upon reasonable written notice to the **APPLICANT** to revise or withdraw the **Pioneer(Hangzhou)** issued Certification when the requirements required by the GCC Low Voltage Electrical Equipment Regulation or applicable statutory standards are not met.

5.3 **Pioneer(Hangzhou)** takes the responsibility for all activities out-sourced to another body.

## 6 INDEMNIFICATION AND LIABILITY

6.1 **APPLICANT** agrees to hold **Pioneer(Hangzhou)** harmless and to defend and indemnify **Pioneer(Hangzhou)** against any liability, loss, or damage from claims, demands, costs (including legal fees), or judgments arising out of any negligent or intentional acts of the **APPLICANT** or claims from third parties relating to the Product or arising from or relating to information submitted.

6.2 **Pioneer(Hangzhou)** will not, under any circumstances, be liable to the **APPLICANT** for any indirect, special, punitive, or consequential damages, or any third party claims which may arise as a result of the services provided in this Certification Agreement. The maximum aggregate liability of **Pioneer(Hangzhou)** for damages in connection with this Certification Agreement shall not exceed the GCC Low Voltage Electrical Equipment Product Certification program evaluation fee for each relevant application paid to **Pioneer(Hangzhou)** by the **APPLICANT**. The certificate issued is for the exclusive use of **Pioneer(Hangzhou)** and is provided pursuant to the agreement between **Pioneer(Hangzhou)** and its **APPLICANT**. **Pioneer(Hangzhou)** responsibility and liability are limited to the terms and conditions of the agreement.

6.3 **Pioneer(Hangzhou)** assumes no liability to any party, other than to the **APPLICANT** in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Certificate. Only the **APPLICANT** is authorized to permit copying or distribution of this Certificate and then only in its entirety. Any use of the **Pioneer(Hangzhou)** name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by **Pioneer(Hangzhou)**.

6.4 The **APPLICANT** represents that the information, samples and related documents supplied to **Pioneer(Hangzhou)**, are accurate, complete and a true copy. The **APPLICANT** also acknowledges that **Pioneer(Hangzhou)** is relying upon such information, samples or related documents without further verification by **Pioneer(Hangzhou)** as to its accuracy, completeness or truth. The **APPLICANT** agrees to hold **Pioneer(Hangzhou)** harmless and indemnify the **APPLICANT** from any liability of whatever kind or nature, including but not limited to court costs and reasonable attorney's fees if information, samples or documentation provided by the **APPLICANT** are inaccurate, incomplete or false.



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6.5 **Intellectual property rights.** The **APPLICANT** shall guarantee that the Product samples and related documents (including but not limited to certificates and/or reports) provided to **Pioneer(Hangzhou)** will under no circumstances infringe the legal rights including the intellectual property rights of any other third parties. In case there are any legal proceedings raised with respect to the dispute of the legal rights of any other third parties, the **APPLICANT** shall indemnify **Pioneer(Hangzhou)** against all claims, costs, damages, losses and expenses arising from the exercise or purported exercise of the services as requested by the **APPLICANT**.

## 7 FAILURE TO COMPLY WITH Pioneer(Hangzhou) CERTIFICATION TERMS OF THIS AGREEMENT

7.1 In the event that **Pioneer(Hangzhou)** detects any deviation or variance to the Product not notified to **Pioneer(Hangzhou)** or from **Pioneer(Hangzhou)** Certification Requirements, or improper or unauthorized use of **Pioneer(Hangzhou)** name, **Pioneer(Hangzhou)** will notify the **APPLICANT** by issue of a suspension letter and require the **APPLICANT** at their own expense, to undertake corrective action to ensure that the Product complies with **Pioneer(Hangzhou)** Certification Requirements within a specified time period. **Pioneer(Hangzhou)** reserves the right, in its sole discretion, to take additional actions as it deems necessary, including but not limited to:

- (a) Requiring the **APPLICANT** at its own expense, undertake corrective action to ensure that the Product complies with **Pioneer(Hangzhou)** Certification requirements;
- (b) Suspension of certification pursuant to Article 8,
- (c) Notification of Gulf Standards Organization regulatory authorities and the public;
- (d) Compliance with any applicable statutes, rules, or regulations.
- (e) Termination of Certification for non – conformance or response to issued suspension notifications

## 8 TERMINATION OF CERTIFICATION

8.1 **Pioneer(Hangzhou)** may terminate certification if on issue of a suspension letter the corrective action to remedy is not carried out by the **APPLICANT** within the specified period stated by **Pioneer(Hangzhou)** and, but not limited to:

- Non - payment of fees
- Incorrect and misleading use of the Gulf mark or Type Certificate
- Bringing the name of **Pioneer(Hangzhou)** into disrepute
- A filed application for bankruptcy
- Unauthorized modification or variation of the Product

8.2 **APPLICANT** Obligations, Termination, the **APPLICANT** shall:

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- (a) Discontinue the use of the GCC Regulation's Certificate of Conformity, Marks of Conformity (G-mark) on the Product and on the **APPLICANTS** promotional material or advertising.
- (b) Continue to honor the terms of Article 6 of this Certification Agreement concerning indemnification and liability, which terms shall survive the termination of this Certification Agreement.
- (c) Pay any remaining outstanding fees owing to **Pioneer(Hangzhou)**

8.3 **APPEALS and DISPUTES:** The **APPLICANT** in accordance to ISO / IEC 17065 has the right to appeal against any suspension or termination notification issued by **Pioneer(Hangzhou)**, the appeal shall be in writing to **Pioneer(Hangzhou)** within 10 working days of receipt of notification. The appeal letter will be subject to a review by a **Pioneer(Hangzhou)** appeals panel whereupon this decision by the appeals panel will be final.

## 9 ADMINISTRATIVE PROVISIONS:

9.1 **Confidentiality.** Without written authorization from the **APPLICANT**, **Pioneer(Hangzhou)** will not voluntarily disclose to third parties, other than the GSO regulatory authorities, confidential and proprietary information which the **APPLICANT** provides (#) to **Pioneer(Hangzhou)**. This obligation shall not apply to information which is already available to the public, or acquired from other sources without confidentiality restrictions, or is required to be disclosed by **Pioneer(Hangzhou)** to GSO regulatory authorities responsible for the acceptance of the Product. **Pioneer(Hangzhou)** agrees that this obligation to maintain confidentiality shall survive the termination of this Certification Agreement.

*# =>Those Information about the APPLICANT obtained from sources other than the APPLICANT (e.g. from the complainant or from regulators) will also be treated as confidential.*

9.2 **Subpoena.** If **Pioneer(Hangzhou)** is served with a Subpoena, Court Order, or similar document requesting the disclosure of confidential or proprietary information supplied to **Pioneer(Hangzhou)** by the **APPLICANT**, **Pioneer(Hangzhou)** shall promptly notify the **APPLICANT**. In the event that the **APPLICANT** chooses to contest the request, **Pioneer(Hangzhou)** shall cooperate with the **APPLICANT**. The responsibility for contesting the request shall rest solely with the **APPLICANT**. If the **APPLICANT** declines to contest the request or is not successful in contesting the request, **Pioneer(Hangzhou)** will provide the requested information. Any costs incurred by **Pioneer(Hangzhou)** in responding to the request, including reasonable attorney's fees, shall be reimbursed by the **APPLICANT** immediately upon invoicing by **Pioneer(Hangzhou)**.

9.3 **Fees.** Type Examination and its related certificate fees will be billed to the **APPLICANT**. Payment

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Certificate No (By CB) :



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shall be due upon presentation of invoices and the **APPLICANT** shall be considered in default if the charges are not paid within thirty (30) days. **Pioneer(Hangzhou)** reserves the right to adjust the billing rate for certification, and to issue reasonable charges in the event additional costs are incurred by **Pioneer(Hangzhou)** as a result of **APPLICANTS** failure to adhere to the **Pioneer(Hangzhou)** Certification requirements set out in this Agreement.

9.4 **No Assignment.** The rights running to the **APPLICANT** under this Certification Agreement may not be assigned to or acquired by any other person or corporation without **Pioneer(Hangzhou)** written authorization.

9.5 **Term.** This Certification Agreement shall continue in effect for a period of one (1) year from the date below written and shall automatically be renewed thereafter for a period of one (1) year, unless the termination rights provided for in this Certification Agreement are exercised and the product remains compliant to Type.

Name of Applicant Signatory 申请人姓名:

Date 日期(dd/mm/yyyy):

Title 职务:

Signature 签名: