

General Terms and Conditions
for the Provision of Services of the Test Centre and the Testing Laboratory
of Výzkumný Ústav Železniční, a.s.
(the “GTC”)
No. 1/2025 dated October 13th, 2025

1. Introductory Provisions

- 1.1. Výzkumný Ústav Železniční, a.s., Company ID: 272 57 258, registered office: Novodvorská 1698/138b, 142 00 Praha 4, is the owner and operator of the VUZ Test Centre Velim situated at Za Dráhou 373, 281 02 Cerhenice, Czech Republic. It also acts as a testing laboratory accredited by the Czech Accreditation Institute (Český institut pro akreditaci, o.p.s.) under No. 1462.
- 1.2. The provision of services of the VUZ Test Centre Velim and the Testing Laboratory is governed by the applicable provisions of the Act No. 89/2012 Coll. (the Civil Code), as amended, other applicable legal regulations of the Czech Republic and these GTC, unless stipulated otherwise in a written Contract between VUZ and the Customer (as defined below). The contractual agreement always prevails over the provisions of the GTC.

2. Definitions

In these GTC, the following terms have the following meanings:

- 2.1. **Pricelist** – the pricelist of the TCV services, which forms Annex No. 2 to every Contract and constitutes an integral part thereof;
- 2.2. **The TL test completion date** – the date on which the actual performance of the test/measurement by TL was completed, and the Customer's vehicle/TSM was put back to its pre-test condition if the nature of the test allows that;
- 2.3. **TCV delivery address – Za Dráhou 373, 281 02 Cerhenice, Czech Republic;** documents can also be delivered through the Data Box using the identifier m37gziu;
- 2.4. **DZS** – the Department of Strength and Fatigue Tests of TL (the Dynamic Test Laboratory);
- 2.5. **e-shop** – an electronic application available on the VUZ web portal <https://b2b.cdvuz.cz/>, through which VUZ will provide all its services after the application is launched and through which all communication between the Parties regarding the order and allocation of TCV services will take place; the application will replace the Weekly meetings defined in paragraph 2.34. hereof; the access rights to the application will be assigned to the Customer by the TCV Customer Service Department;
- 2.6. **ETCS** – test equipment for testing the European Train Control System (ETCS);
- 2.7. **Fixed shift** – a shift which VUZ contractually undertakes to provide to the Customer in a certain period; by signing the Contract the Customer undertakes to use it in this period;
- 2.8. **DZS hall** – a work hall of DZS; it includes 30 m of track and a powerful crane, 230 V, 400 V / 32 A / 63 A power supply is available;
- 2.9. **HPZ** – halls for test preparation;
- 2.10. **HPZ I** – a work hall: length 120 m, 230 V, 400 V / 32 A / 63 A / 125 A power supply,

- equipped by an inspection pit, air compressor (up to 10 bar), side footbridges allowing access to the RS roof;
- 2.11. **HPZ II** – a work hall: length 200 m, 230 V, 400 V / 32 A / 63 A power supply, equipped by an inspection pit (136 m), air compressor up to 10 bar, a side footbridge allowing access to the RS roof, 20 lifting jacks available;
 - 2.12. **HPZ III** – a work hall: length 60 m, it is used mainly for parking locomotives and VUZ measuring wagons and for test preparations;
 - 2.13. **HPZ IV** – a work hall: length 25 m, 230 V, 400 V / 32 A / 63 A power supply; it includes customer facilities and an office;
 - 2.14. **TCV infrastructure** – Test rings including the TSI platform and ETCS, the Auxiliary yard, all tracks with 1,435 mm gauge, traction stations and catenary lines, halls DZS, HPZ, Offices, Storage areas;
 - 2.15. **Dynamic shift** – any shift during which the Customer uses any of the Test rings regardless of whether the Customer's vehicle moves or stands;
 - 2.16. **Offices** – the offices in HPZ I and II (for 2 or 3 persons), including furniture and an available internet **connection**, intended for use by VUZ's customers;
 - 2.17. **Auxiliary yard (AY)** – the auxiliary yard in TCV used for parking of RS in time when tests are not being carried out and for the performance of stationary tests;
 - 2.18. **STR** – the small test ring, length 3.951 km, speed 80-115 km/h, maximum weight per axle 25 t;
 - 2.19. **Purchase order (PO)** – the document issued by the Customer together with the Contract, intended for its internal accounting records;
 - 2.20. **Customer** – a physical or legal person using the services of the TCV or TL under the Contract;
 - 2.21. **Additional work agreement (AWA)** – a written order of VUZ services beyond the scope of an already signed Contract, containing the number of the Contract it relates to, the specification, the agreed price and the time schedule of the services and/or test activities;
 - 2.22. **Person subjected to Sanctions** – a person to which Sanctions apply, in particular a person included on sanction lists and in documents issued by the authorities of the European Union, the United Nations and the Council of Europe, a person established in or incorporated under the law of a country or territory which is the target of Sanctions, or a person otherwise subject to Sanctions;
 - 2.23. **Test's subject matter (TSM)** – any RS, a part of RS, or another component intended to be tested by TL under the Contract; should multiple subjects be tested, the term "TSM" includes all subjects that are tested under a single Contract;
 - 2.24. **Estimated testing period** – the period specified in the Contract during which the Customer's vehicle/the TSM will be tested;
 - 2.25. **Assigned shift** – the shift assigned to the Customer at the Weekly meeting or confirmed via the e-shop;
 - 2.26. **Sanctions** – international sanctions resulting in particular from the regulations and decisions of the authorities of the European Union, the United Nations, and the Council of Europe;
 - 2.27. **Storage areas** – the storage rooms in the halls HPZ I, II, and warehouse SH2 serving

for the purpose of storage of the measurement and other equipment;

- 2.28. **Shift** – a continuous period of eight hours, during which the Customer is entitled to use part of the TCV infrastructure under the Contract in accordance with the assignment of shifts at Weekly meetings or via the e-shop; the operation of TCV is continuous, and dynamic tests are carried out in three shifts: the morning shift from 6:00 a.m. till 2:00 p.m., the afternoon shift from 2:00 p.m. till 10:00 p.m., and the night shift from 10:00 p.m. till 06:00 a.m.; the terms of the stationary shifts are specified by agreement between VUZ and the Customer. Each shift is always designated to a specific customer, a specific vehicle and a specific test. The Customer cannot transfer the assigned shifts to a third party, use a different vehicle, or perform a different test during the shift without prior consent from VUZ;
- 2.29. **Contract** – a written agreement between VUZ and the Customer, the subject matter of which is the VUZ's obligation to provide the Customer with TCV and/or TL services and the Customer's obligation to pay for these services, confirmed by the signatures of the persons entitled to act for the Customer and VUZ;
- 2.30. **Parties** – VUZ and the Customer;
- 2.31. **Stationary shift** – any shift during which the Customer uses only the Auxiliary yard, regardless of whether the Customer's vehicle moves or stands;
- 2.32. **Traction station** – the traction power supply station in TCV, including all major European power supply systems, providing traction power with separated feed between the Test rings and the Auxiliary yard; both the Test rings and a part of the Auxiliary yard are electrified;

Technical parameters of the Traction station:

Power supply system	Constant power	Range of voltage	Constant current
3 kV DC	10 000 kW	1.8 – 4.0 kV DC	LTR: 3300 A / STR: 1100 A / AY: 500 A
1.5 kV DC 750 V DC	5 000 kW	0.4 – 1.8 kV DC	LTR: 3300 A / STR: 1100 A / AY: 500 A
25 kV / 50 Hz AC	10 000 kW	17.0 – 29.5 kV / 50 Hz AC	400 A
15 kV / 16% Hz AC	9 000 kW	1.2 - 18.0 kV / 16% Hz AC	560 A

Recuperation is possible for all the systems: AC = automatically, DC = on request – in the extent DC 750 V: 500 – 900 V, DC 1.5 kV: 1.2 – 1.8 kV, DC 3 kV: 2.7 – 3.6 kV;

- 2.33. **TSI platform** – the platform for aerodynamic tests according to TSI, length 200 m, platform width 3 m, platform height 0.24 m above the top of the rail, distance from the track axis 1.65 m;
- 2.34. **Weekly meetings** – regular meetings of VUZ representatives, the Customer, and other VUZ customers using TCV services, at which a weekly schedule is set with exact dates and times of the Customer's dynamic and stationary shifts, as well as all use of other TCV infrastructure and services; after the e-shop is launched, the Weekly meetings will be replaced by the e-shop;
- 2.35. **End of testing of the Customer's vehicle** (for invoicing purposes) – the sixth calendar

day after the last test activity of the Customer, as recorded in the project journal; if the Customer does not use the TVC infrastructure for testing of a particular Customer's vehicle for 15 calendar days or more, the sixth day after the last testing activity is considered the day of completion of the Customer's vehicle tests;

- 2.36. **Customer's vehicle** – an RS owned by the Customer (or an RS which the Customer is entitled to dispose of), the tests of which are carried out on the TCV infrastructure on the basis of the Contract; if the Customer carries out tests on more than one vehicle or uses auxiliary vehicles during the tests (see paragraph 8.1.), the term 'Customer's vehicle' means all such RSs;
- 2.37. **VUZ** – Výzkumný Ústav Železniční, a.s., company ID: 272 57 258, registered office: Novodvorská 1698/138b, 142 00 Praha 4, a company registered in the Commercial Register administered by the Municipal Court in Prague in Section B, file No. 10025;
- 2.38. **LTR** – the Large Test Ring; a railway circuit designated for testing of RSs, length of 13.276 km, maximum weight per axle under the defined conditions 25 t, maximum speed 200 km/h; speed higher than 200 km/h (however, maximum 230 km/h) is permitted only subject to the prior written consent of VUZ; LTR includes a track section complying with the TSI Noise requirements;
- 2.39. **TCV** – the VUZ Test Centre Velim;
- 2.40. **ZD6** – an internal regulation of VUZ – the safety guidelines for the VUZ Test Centre Velim, containing the working and safety rules that apply in TCV and with which the Customer is obliged to familiarize himself and all other persons who enter the TCV with his knowledge. The Customer is obliged to keep a written record of this familiarization and submit it to VUZ upon request;
- 2.41. **Test rings** – LTR and STR;
- 2.42. **TL** – the VUZ Testing Laboratory;
- 2.43. **RS** – rolling stock;
- 2.44. **Railway station Velim** – the Velim railway station (Central Bohemian region, Czech Republic).

3. The Contract

- 3.1. The Contract may be concluded in paper form with handwritten signatures of the Parties on the same document, in electronic form with electronic signatures of the Parties on the same document or by the Customer's unconditional confirmation of the VUZ's offer.
- 3.2. By the Contract, VUZ undertakes to allow the Customer to use the TCV infrastructure and services to perform tests of the Customer's vehicle and/or to provide the Customer with the TL services defined in the Contract, during the period specified in the Contract.
- 3.3. These GTC constitute an integral part of each Contract.
- 3.4. The exact dates and extent of the use of the TCV infrastructure and services will be determined at the Weekly meetings and, after the launch of the e-shop, via the e-shop.
- 3.5. By the Contract, the Customer undertakes to pay VUZ the price for the provided performance, under the terms and conditions set out in the Contract and these GTC.
- 3.6. The Contract may be withdrawn only on the ground of the reasons set out in these GTC or for the reasons stipulated by law. The withdrawal from the Contract takes effect from the moment it is made (ex nunc).

- 3.7. The Contract may be amended only by written amendments numbered in the ascending order or by an AWA confirmed by VUZ; VUZ will confirm the AWA only if the Customer accepts the prices for VUZ's services and the dates of their provision specified in VUZ's price offer.

4. Transport of the Customer's Vehicle/TSM to TCV

- 4.1. The Customer will arrange for the transport of the Customer's vehicle to the railway station Velim (if the vehicle is transported by rail) or to TCV (if transported by other means) at their own expense and risk; the details of handover and acceptance are set out in Article 6 hereof. The transport costs include insurance, customs fees (if applicable), and any other costs related to transporting the Customer's vehicle to the railway station Velim or TCV (if the Customer's vehicle is not transported by rail). Transport of the Customer's vehicle from the railway station Velim to TCV and back is provided by VUZ at the price of shunting specified in the Pricelist.
- 4.2. The TSM (unless it is an RS that has been delivered to TCV pursuant to paragraph 4.1 hereof) will be delivered by the Customer at their own expense and risk to TCV delivery address unless otherwise agreed between VUZ and the Customer. The transport costs include insurance, customs fees (if applicable), and any other expenses related to the transport of the TSM to TCV.

5. Customs Clearance of the Customer's Vehicle/TSM

- 5.1. If the Customer is not domiciled or established in the European Union or there is another reason why the Customer's vehicle/TSM must be cleared, the Customer is obliged to arrange for their clearance at their own expense. VUZ is in no way the consignee or owner of the Customer's vehicle/TSM for the purposes of customs clearance. The Customer bears all responsibility for the proper clearance of the Customer's vehicle/TSM.
- 5.2. The Customer is obliged to submit to VUZ the complete documentation issued by the customs authorities confirming that the Customer's vehicle/TSM has been released into a customs regime suitable for the performance of the Contract, no later than on the day of acceptance of the Customer's vehicle under paragraph 6.3./6.4. hereof or on the day of delivery of the TSM to TCV. Should the Customer fail to fulfil this obligation, VUZ is entitled to withdraw from the Contract, and the Customer is obliged to pay a contractual penalty to VUZ in the amount specified in the Contract. If, in the course of the performance of the Contract, the Customer's vehicle/TSM is found to be subject to customs clearance and is not released into a customs regime suitable for the performance of the Contract, the Customer is obliged to pay a contractual penalty to VUZ in the amount specified in the Contract and VUZ is also entitled to withdraw from the Contract.
- 5.3. Before the Customer submits to VUZ the documentation on the release of the Customer's vehicle/TSM into the customs regime suitable for the performance of the Contract, VUZ is not obliged to accept the Customer's vehicle/TSM and to allow the Customer's access to TCV.
- 5.4. If the original TSM is destroyed during the tests and the Customer requires tests to be performed on a new TSM, the Customer is obliged to arrange for its customs clearance and transport at their own expense. The tests will only resume after the documents specified in paragraph 5.2 hereof have been provided for the new TSM.
- 5.5. After the end of the tests/damage or destruction of the TSM, the Customer is obliged to

remove the TSM from TCV at the request of VUZ and dispose of it in accordance with the Czech customs law and decisions of the customs authorities of the Czech Republic. If the Customer fails to take over the TSM of the DZS tests within 21 calendar days of the VUZ's request to take possession of the TSM, the TSM becomes the property of VUZ without any compensation to the Customer.

6. Handover and Acceptance of the Customer's Vehicle

- 6.1. The handover and acceptance of the Customer's vehicle for transport to TCV according to paragraph 4.1. hereof will take place at the railway station Velim, on working days of the Czech Republic between 7:00 a.m. and 3:00 p.m., on the track specified by VUZ.
- 6.2. A protocol regarding the handover and acceptance of the Customer's vehicle will be drawn up and signed by the Parties. It will include all substantial facts, any damage to the Customer's vehicle, and other relevant information relating to the handover and acceptance of the Customer's vehicle. The Customer will also state the value of the Customer's vehicle in the Contract, at the latest in the handover protocol. If the value stated by the Customer does not correspond to reality, all consequences related thereto will be borne by the Customer. VUZ reserves the right not to admit the Customer's vehicle to TCV if the Customer fails to state the vehicle's value upon acceptance. If the Customer considers any part of the vehicle visible during the tests to be the subject of its trade secret, it shall notify VUZ upon handover; this notification by the Customer must be recorded in the handover protocol.
- 6.3. The Customer will notify VUZ by e-mail to provoz@cdvuz.cz of the date and time when the handover and acceptance at the railway station Velim will take place, as well as the name of the person responsible for the handover on the Customer's side (including contact details such as the e-mail address and telephone number). VUZ will confirm the date to the Customer by e-mail and inform them of the name of the person responsible for taking over the Customer's vehicle on the VUZ's side. If operational reasons prevent the handover on the date proposed by the Customer, the Parties will agree on another date and time. During the handover, photographic documentation of the condition of the Customer's vehicle will be taken, including an overall photograph of the Customer's vehicle.
- 6.4. In case the Customer transports the Customer's vehicle to/out of TCV using a method other than by rail (e.g., on trucks by road), the Customer will inform VUZ of such transportation method in writing at least thirty (30) days in advance via e-mail to provoz@cdvuz.cz. In this communication, they must indicate the person responsible for the proper handover on the Customer's side (including contact details such as e-mail and telephone). The Customer is obliged to ensure the personal presence of a representative of the company that will transport the Customer's vehicle to the TCV, in order to ensure the feasibility of the transport and its specifications. If operational reasons prevent delivery on the date specified by the Customer, the Parties will agree on a different date and time. A handover report will be drawn up under paragraph 6.2 hereof. During the handover, photographic documentation of the condition of the Customer's vehicle will be taken, including an overall photograph of the Customer's vehicle. The Customer is liable for any damage incurred during transport such as damage to VUZ's property, property belonging to third parties in the TCV, and any harm to individuals in the TCV. This responsibility applies whether the transport is conducted by the Customer themselves or through a third party. The Customer must promptly report any such damage to VUZ and is obliged to compensate for it within 10 days

following the receipt of VUZ's payment request.

- 6.5. After the tests of the Customer's vehicle are completed, the Customer is obliged to take over their vehicle from VUZ at the designated track at the railway station Velim on working days of Czechia between 7:00 a.m. and 3:00 p.m. without any undue delay. A handover protocol will be drawn up on the handover and acceptance of the Customer's vehicle, which will be signed by both Parties, and will include all substantial facts, any damage to the Customer's vehicle and other relevant information relating to the handover and acceptance of the Customer's vehicle.
- 6.6. The Customer will send by e-mail to provoz@cdvuz.cz the date and time when the handover and takeover at the railway station Velim will take place and the name of the person responsible for the takeover of the Customer's vehicle (including contact details such as the e-mail address and telephone number). VUZ will confirm the date to the Customer by e-mail and inform them of the name of the person responsible for the handover of the Customer's vehicle on the VUZ's side. If operational reasons prevent the handover on the date proposed by the Customer, the Parties will agree on another date and time. During the handover of the Customer's vehicle, photographic documentation of the condition of the Customer's vehicle will be taken, including an overall photograph of the Customer's vehicle.

7. Conditions Governing Access of the Customer's Vehicle to the Test Rings

- 7.1. At least 60 days prior to the commencement of test runs of a specified RS on the Test rings, the Customer is obliged to submit to VUZ a certificate of the safety of the Customer's vehicle against derailment on twisted track according to EN 14363:2016, chapter 6.1, and a certificate of static and fatigue strength of the bogie frames according to EN 13749, including information on who issued these certificates. If VUZ finds the submitted certificates insufficient, it is entitled to request the reports from the above-mentioned tests from the Customer. The Customer is obliged to submit these reports to VUZ. If the Customer's vehicle has been approved for operation on the railways of any EU country, Switzerland and Great Britain, VUZ may consider the above certificates submitted. Together with the Customer's vehicle, which is not equipped with a standard coupling and buffer device, the Customer is obliged to provide VUZ with two pieces of auxiliary adapters and instructions for re-railing the Customer's vehicle in the event of an accident.
- 7.2. After fulfilment of the conditions specified in paragraph 7.1 hereof, VUZ will carry out, at the Customer's expense, an initial inspection of the Customer's vehicle prior to the commencement of the test program, and a regular technical inspection every six months during the testing period within the scope specified in VUZ's internal regulations. The Customer will submit the necessary technical documentation as requested by VUZ by 30 calendar days before the arrival of the Customer's vehicle to TCV.
- 7.3. Based on the documents specified in paragraph 7.1. and positive results of the initial inspection and the inspection under paragraph 7.2. hereof, VUZ will grant approval for access of the Customer's vehicle to the Test rings. If the Customer's vehicle fails to meet the conditions for access to the Test rings, it will be granted access only after the Customer eliminates the detected deficiencies. VUZ is not in default of the Contract while the deficiencies are being rectified and will not be liable for any damage that the Customer may incur as a result of the delayed test's commencement. The Customer is obliged to pay VUZ cancellation fees according to paragraph 9.1. hereof for fixed shifts

not used during this period.

- 7.4. The costs of the TCV infrastructure during the initial and regular inspections of the Customer's vehicle will be paid by the Customer in accordance with the services used.
- 7.5. The prices for the individual tasks performed during the initial and regular inspections will be invoiced to the Customer according to the prices set out in the Pricelist.

8. Carrying out Tests on the Test Rings

- 8.1. The access of auxiliary vehicles used by the Customer in connection with the Contract's performance or transport of the Customer's vehicle (such as buffer wagons, locomotives, wagons used as ballast) to TCV is subject to the prior written consent of VUZ.
- 8.2. A maximum of 2 pcs of the Customer's vehicle has access to TCV under one Contract, unless the Contract explicitly states otherwise or unless the VUZ approves the entry of another vehicle in writing at the request of the Customer. Requests for access to additional vehicles will be sent by the Customer to provoz@cdivuz.cz.
- 8.3. VUZ is entitled to place a portable device on the Customer's vehicle, monitoring the movement and position of the vehicle in the TCV.
- 8.4. The exact dates and times of the Customer's dynamic and stationary shifts, as well as all the use of other TCV infrastructure, will be set out at the Weekly meetings and, after the introduction of the e-shop, exclusively via the e-shop. The Customer undertakes to respect the allocation of shifts and other TCV services set at the Weekly meetings/from the time of announcement confirmed in the e-shop.
- 8.5. Drivers for the Contract's performance in TCV are provided by VUZ. The driver is responsible for driving the Customer's vehicle and communicating with the TCV dispatcher. Driving the Customer's vehicle by someone other than the VUZ driver is allowed under the conditions specified in paragraph 8.13. of these GTC.
- 8.6. It may be agreed in the Contract that the driver provided by VUZ is obliged to speak the foreign language specified in the Contract.
- 8.7. The Customer is obliged to train the driver provided by VUZ in driving the Customer's vehicle at their own expense and to issue a written confirmation of the proper completion of such training. The Customer will issue a written document titled "Vehicle Manufacturer's Licence", which will serve as evidence that such driver is authorised to drive the Customer's vehicle for the purpose of the Contract.
- 8.8. Total training time per driver = (two days) * 8 hours. The total price to be paid by the Customer to VUZ for the time spent by one driver on training will be calculated according to the Pricelist.
- 8.9. The number of the drivers required and provided for each Customer's vehicle and the specific project will be specified by the representatives of the Parties before the commencement of the tests; however, no later than two weeks before the arrival of the Customer's vehicle to TCV.
- 8.10. The Customer, their employees or other persons participating in the performance of the Contract on their side may not put into operation (start), move or drive the Customer's vehicle, from the time the Customer's vehicle is accepted by the VUZ's representative under Article 6. hereof until its handover to the Customer under Article 6. hereof. Breach of this obligation means that the Customer must pay for all damages incurred. The exception is detailed in paragraph 8.13. of these GTC.

- 8.11. Each activity/service ordered and performed for the Customer will be recorded in a project journal to be signed by both Parties on a weekly basis. An activity/service that has been ordered but not properly cancelled will be deemed to have been performed for the purposes of this paragraph 8.11. The project journal is the basis for invoicing and therefore must be signed no later than five (5) calendar days after the completion of the services provided, or in case of recurring monthly invoicing, within five (5) calendar days after the end of the respective month. Should the Customer fail to sign the project journal within the above period, the project journal is then deemed to have been approved by both the Parties and VUZ is entitled to invoice for the services specified therein.
- 8.12. Extension of the test activities after the expiry of the Contract, if agreed by VUZ, will be arranged based on an annex to the Contract.
- 8.13. The Customer has the right to request in writing a permission to use their train driver to operate the Customer's Vehicle. If VUZ grants this request, it is the Customer's responsibility to ensure that the train driver meets the following criteria: a) holds a valid train driver's license, and b) can communicate in either Czech or English unless the Parties agree otherwise (hereinafter referred to as the "Customer's Train Driver"). The Customer's Train Driver may not operate the vehicle or initiate any of its movements without the presence of a designated driver at the driver's station, who has been assigned to the Customer by VUZ at the Customer's expense. VUZ is not obliged to grant such consent. In consent is granted, the Customer and the Customer's train Driver must adhere to VUZ regulations related to rail transport operation and access to the test track. VUZ will provide these regulations to the Customer in such a case. VUZ may require the Customer to submit proof of insurance covering any damage caused by the Customer's Train Driver.
- 8.14. The Customer's Train Driver and the driver provided by VUZ are obliged to communicate in Czech or English (unless another language was not agreed under paragraph 8.13.) exclusively via a radio station from which the calls are recorded in the recording device. The Customer's Driver liability for damage includes, besides the damage to the vehicle, also any other damage that may arise in connection with the Customer Driver's activities (for example, damage to VUZ property or the property of other customers). The Customer's Train Driver must follow the instructions given to him by the driver provided by VUZ and is liable for damage caused by their failure to follow their instructions.
- 8.15. During test runs, only a Customer's vehicle that has a functional speedometer and recording device may be used. In exceptional and justified cases, an alternative technical device for measuring speed may be utilized, but only provided it includes recording functionality (e.g., a computer) and only with prior written consent from VUZ. All records from the speedometer must be archived for at least the duration of the Customer's vehicle's presence in the TCV, and the Customer is obliged to present these records for inspection by VUZ upon request.

9. Cancellation Fees

- 9.1. If the Customer does not use the fixed shifts within the scope agreed in the Contract or terminates or withdraws from the Contract for reasons other than a material breach of VUZ's obligations, the Customer undertakes to pay a cancellation fee to VUZ. The cancellation fee is 50% of the price of all the unused fixed shifts if a maximum of 4 fixed shifts per week was agreed in the Contract, or 100% of the price of all the unused fixed shifts if five or more fixed shifts per week was agreed in the Contract.
- 9.2. If a dynamic shift not specified in the Contract is assigned to the Customer at the Weekly

meeting/via the e-shop and the Customer does not use it, the Customer is obliged to pay the following cancellation fees to VUZ:

- 9.2.1. 100% of the price of the unused shift unless the Customer gives notice to VUZ at least 72 hours before the scheduled start of the shift that it will not use it;
 - 9.2.2. 75% of the price of the unused shift if the Customer gives notice to VUZ that it will not use the shift in the period of 72 – 96 hours before the scheduled start;
 - 9.2.3. 50% of the price of the unused shift if the Customer gives notice to VUZ that it will not use the shift in the period of 96 – 120 hours before the scheduled start;
 - 9.2.4. not using an assigned shift announced to VUZ more than 120 hours before the scheduled start of the shift will not be subject to cancellation fees.
- 9.3. If the Customer does not use the assigned stationary shift and does not notify VUZ at least 72 hours before the start of the shift, the Customer is obliged to pay a cancellation fee of 100% of the price of the unused stationary shift to VUZ.
- 9.4. If the Customer decides not to use the ordered driver and does not notify VUZ at least 5 calendar days before the start of the shift on which the driver was to be used, the Customer undertakes to pay a cancellation fee of 100% of the price for the ordered driver's services to VUZ.
- 9.5. The notification that the Customer will not use the assigned shift/service will be sent to provoz@cdvuz.cz. If the Customer fails to send such a notification to the address given above, the shift/service in question will be deemed to have been used and the Customer is obliged to pay its full price to VUZ. The delivery time of this notification is decisive for the cancellation fee calculation. Paragraph 9.1. hereof is not affected by this provision; if the Customer does not use a fixed shift to the extent stipulated in the Contract, the amount of the cancellation fee will be calculated under paragraph 9.1. hereof regardless of whether the shift in question has been assigned to the Customer.
- 9.6. If the Customer decides not to use the TL services agreed in the Contract, or cancels, terminates or withdraws from the Contract for reasons other than a material breach of the VUZ's obligations, the Customer undertakes to reimburse VUZ for all costs associated with the preparations already made for the test, and VUZ is entitled to charge the Customer with a cancellation fee in the following amount:
- 9.6.1. 50% of the price of the cancelled test(s) if the tests are cancelled more than one month before the contractually scheduled date of the test;
 - 9.6.2. 75% of the price of the cancelled test(s) if the tests are cancelled less than one month before the contractually scheduled date of the test; in case a TCV shift/shifts/service required for the performance of the test has already been assigned by TL at the Weekly meeting/through the e-shop, the Customer is also obliged to pay cancellation fee for the assigned shift/s according to paragraph 9.2. hereof.
- 9.7. If the testing of the Customer's vehicle is interrupted for reasons on the VUZ's side and VUZ fails to provide the Customer with all fixed shifts agreed in the Contract, VUZ is obliged to offer the Customer similar shifts at an alternative time. If it fails to do so, it is obliged to pay the Customer a cancellation fee of 50% of the price of each cancelled fixed shift for which a replacement shift was not provided to the Customer. Payment of the cancellation fee will terminate the VUZ's obligation to provide the Customer with the fixed shift for which the fee was paid.
- 9.8. Each cancellation fee is due 30 days from the delivery date of the payment request to

the Customer.

10. Purchase Order

- 10.1. The Customer is entitled to issue their purchase order after the signing of the Contract, however, at the latest before the arrival of the Customer's vehicle to TCV or before the transport of the Customer's vehicle to TCV in another way, and to request VUZ to confirm such purchase order as performance based on the contractual relationship arising from the Contract. During the term of one Contract, the Customer may only issue one PO.
- 10.2. If the Customer requires PO confirmation, it is obliged to issue it before the arrival of the Customer's vehicle to TCV and before the assignment of TCV services according to the Contract. PO will include the number of the Contract it is related to, the test schedule corresponding to the Contract and any amendments thereto. All data and terms and conditions contained in PO (such as billing addresses and due dates) must be entirely consistent with the data and terms and conditions agreed in the Contract. In such case, the PO number will be mentioned in all invoices issued by VUZ. In case of discrepancies between the PO and the Contract, the Contract shall prevail. Any terms and conditions outlined in the PO that exceed the scope of the Contract are not legally binding.
- 10.3. If the Customer requests PO confirmation and at the same time fails to issue a PO containing all the above-mentioned elements, or the PO does not correspond in any part to the Contract, VUZ will have the right not to provide any TCV/TL services to the Customer until the Customer issues a proper PO. In such a case, VUZ will not be liable for any damage arising from delay in the commencement/interruption of the testing. If VUZ provides the Customer with the TCV/TL services without a proper PO, all invoices for these services will be issued without the PO number, and the Customer is not entitled to refuse or delay payment for this reason.
- 10.4. If the provision of TCV services is interrupted due to a missing PO, VUZ is further entitled to charge the Customer cancellation fees for the unused shifts in the amount determined in accordance with Article 9 hereof, even if such shifts are not listed in PO.

11. Carrying out Tests by TL

- 11.1. VUZ will perform the tests of the TSM specified in the Contract for the Customer on the dates and for the prices specified in the Contract. The price for the TCV services used during the performance of the tests will be charged to the Customer according to the Pricelist.
- 11.2. The Customer is obliged to provide VUZ with all the required assistance, in particular, to submit necessary technical documentation and to allow access and necessary handling of the TSM and, without undue delay, notify in writing the readiness of the TSM for the tests to all email addresses of VUZ representatives listed in the Contract. Should they fail to provide the required assistance, the testing period will be extended by at least the period for which the failure to provide the necessary assistance lasted. A new date for the completion of the tests will be set with regard to the operational capacities of VUZ. If the period during which the Customer fails to provide the necessary assistance to VUZ exceeds at least 14 days, it will be considered a material breach of the Contract, and VUZ will be entitled to withdraw from the Contract. In such a case, the Customer will pay VUZ a contractual penalty of 100% of the total price of the TL test(s) affected by the delay with cooperation.

- 11.3. If the tests are performed outside the TCV, VUZ will inform the Customer at least 10 days before their commencement about all individuals (including subcontractors) who will participate in the testing on VUZ side (hereinafter referred to as the "trained employees"). The Customer is obliged, at his own costs, in good time before commencement of the tests, to acquaint the trained employees in detail with all relevant regulations and rules relating to the specific conditions at the place of performance, in particular with regulations in the field of health and safety, fire protection and environmental protection, regulations governing the operation of the railway and rail transport and with the regulations of the railway operator, valid at the place of performance of the test, regardless of whether the place of performance is located in the Czech Republic or outside the Czech Republic. All trained employees shall confirm with their signature the completion of this training, which is a prerequisite for the tests to commence.
- 11.4. In the event of damage or destruction of the TSM during the tests without VUZ's fault (e.g., during fatigue tests) and/or if the test manager decides to stop the test for safety reasons, the tests will be terminated/interrupted until it is safe to continue. The Customer will be informed of such fact by e-mail. In this case, the Customer is obliged to pay VUZ the full price of the terminated/interrupted test. Any resumption of the tests with a new/modified TSM will be agreed upon with the Customer by e-mail, including new test schedule which will be set by VUZ. Unless otherwise agreed in writing, the Customer will pay the same price for the test with the new/modified TCM as was agreed in the Contract for the original TSM. If completion of the interrupted test is a condition for further test activities agreed in the Contract, VUZ will set a new date for their execution according to its operational capacities. If the test is not completed and further test activities cannot, therefore, be carried out, VUZ will be entitled to charge a cancellation fee of 50% of the price of the test activities not carried out to the Customer.
- 11.5. If the agreed date of the tests is changed (delayed) due to a reason on the Customer's side, VUZ has the right to charge a contractual penalty of 25% of the total agreed price of the tests to the Customer. The new date of the tests will be set by VUZ.
- 11.6. The test manager will notify the Customer of the test completion date by e-mail without undue delay; this does not apply if the Customer is present at the test completion. The time for processing output documents (reports, technical reports, opinions) will not be included in the testing period. It will start on the first working day after the TL test's completion date.
- 11.7. VUZ will process the results of the tests in the documents specified in the Contract (such as the test report/technical report/opinion), which will be handed over to the Customer within the deadline specified in the Contract; however, only provided that the price for the tests is fully paid by the Customer including all services of the TCV.
- 11.8. The Customer agrees that in case the test report contains statement of conformity, TL shall apply the decision rule without considering the measurement uncertainties – statement of conformity with the shared risk method.
- 11.9. The test report relates only to the TSM and does not replace other documents of an administrative or commercial nature. Without a written consent of VUZ, the Customer undertakes not to submit the test report to third parties other than in their entirety, so that the data contained therein may not be distorted.

12. Price for TCV and TL Services

- 12.1. The prices for TCV services are set out in the Pricelist and will be charged according to the unit prices set out therein. The prices for the TL services are set by the Contract or the offer and AWA.
- 12.2. The Customer is obliged to pay VUZ the full price of each shift started, even if the Customer interrupted or stopped the tests after the start of the shift.
- 12.3. All the prices do not include VAT at the statutory rate, which will be added to them. Prices excluding VAT are basis for the calculating cancellation fees and contractual penalties.
- 12.4. VUZ is entitled to unilaterally increase prices in the Pricelist by the average annual inflation rate, i.e., the inflation rate expressed by the average annual consumer price index increase in December of each calendar year, as determined by the Czech Statistical Office, always as of 1 July of a calendar year starting from the year following the conclusion of the Contract.
- 12.5. VUZ reserves the right to unilaterally change the prices stated in the Pricelist, which are subcontracted, whenever the subcontractors change them. It will notify the Customer of the price change without undue delay after becoming aware of it, together with the date from which it will charge the changed price. Such notices will be sent to the Customer electronically to the e-mail address of their contractual representative(s) specified in the Contract and will be deemed to have been received by three (3) days after dispatch.

13. Payment Conditions

- 13.1. The currency unit of all payments is the Czech crown (CZK).
- 13.2. VUZ is entitled to request advance payments.
- 13.3. Invoices for the TCV's services will be issued monthly, and the Customer will pay for all TCV services actually used (including TCV services used to perform tests pursuant to Article 11 hereof) by monthly invoice. Representatives of the Parties will confirm the services and performances used in writing in the project journal. A copy of the project journal will be attached to the monthly invoice. The date of taxable performance will be when the last service and/or performance was provided to the Customer in the month in question.
- 13.4. The price for individual tests will be invoiced to the Customer upon completion of each test unless the Parties agree otherwise in the Contract. The date of completion of a given test is the date of taxable performance.
- 13.5. Where advances have been paid, they will be settled in invoices for the services provided.
- 13.6. Invoices will be sent only in electronic form to the e-mail address(es) specified in the Contract.
- 13.7. The Customer will make all payments by bank transfer within thirty (30) days from the invoice date.
- 13.8. The Customer will make payments by bank transfer in favour of account No. 13806011/0100 with the bank:

Komerční banka, pobočka Praha 1.

SWIFT: KOMBCZPPXXX

IBAN: CZ740100000000013806011

14. Other Contractual Penalties

- 14.1. If the Customer is in default with the payment of any invoice issued in accordance with the Contract and Article 13 hereof, they undertake to pay contractual interest to VUZ in the amount of 0.05% of the due amount for each commenced day of delay.
- 14.2. If the Customer cancels their request for loading/unloading of a ballast within a period shorter than 48 hours prior to the determined loading/unloading date, they undertake to pay VUZ a contractual penalty of CZK 25,000 for each cancelled loading/unloading of a ballast.
- 14.3. If any of the persons participating in the performance of the Contract on the Customer's side violates:
 - 14.3.1. the obligation to park vehicles on the TCV premises only in the places reserved for this purpose (described in detail in ZD6), the Customer undertakes to pay VUZ a contractual penalty of CZK 10,000 for each violation, i.e., for each vehicle and the day on which the breach of this obligation is detected;
 - 14.3.2. the obligation to wear/use any part of the protective clothing and/or protective aids listed in Annex 8 to ZD6, the Customer undertakes to pay VUZ a contractual penalty in the amount of CZK 10,000 for each violation, i.e., for each person and day on which the violation of this obligation is found to have occurred.
- 14.4. If the Customer provides incorrect data in the lists issued under paragraph 16.7 hereof, they undertake to pay VUZ a contractual penalty of CZK 10,000 for each inaccurate item.
- 14.5. If the Customer makes a video recording in TCV depicting the TCV infrastructure or VUZ employees/vehicles or employees of other VUZ customers, the Customer undertakes to pay VUZ a contractual penalty of CZK 250,000 for each such recording.
- 14.6. All contractual penalties/default interest under this Article will be payable within ten (10) days of receipt of the payment request. The request for payment will be sent to the Customer electronically to the e-mail address of the Customer's contractual representative(s) specified in the Contract and will be deemed to have been received by three (3) days after dispatch.
- 14.7. Even if the contractual penalty is paid, VUZ is entitled to claim damages in excess of the contractual penalty. Paragraph 2050 of the Act No. 89/2012 Coll., the Civil Code, will not apply to the contractual relationship between VUZ and the Customer.
- 14.8. If the Customer's Train Driver sets the Customer's Vehicle in operation or motion in absence of the driver provided by VUZ or if the Customer uses a driver who does not meet the condition set in Article 8.13. letter a), the Customer is obliged to pay VUZ contractual penalty in the amount of CZK 1,250,000 for each breach of any of these obligations.

15. Liability for Damage

- 15.1. VUZ is obliged to protect the Customer's vehicle/TSM and its parts from theft, damage, or other similar risks, and is liable for damage resulting from misconduct, error, omission, or negligence of VUZ or resulting from a defect in the TCV infrastructure during the Customer's vehicle/TSM's stay in TCV.
- 15.2. VUZ is liable for any damage to the Customer's vehicle/TSM caused during the tests in TCV by its employees or by a VUZ's subcontractors.

- 15.3. VUZ is not liable for damage to the Customer's vehicle/TSM caused by an unexpected and unavoidable event, such as war, civil unrest, revolution, civil commotion or riot, fire, flood, earthquake or other natural disasters, explosion, acts of terrorism, windstorm and collision with animals or other obstacle on the tracks.
- 15.4. VUZ is not liable for damage to the Customer's vehicle/TSM caused by the Customer's employees, subcontractors or a person who had access to the vehicle based on the Customer's permission.
- 15.5. The Customer is obliged to inform VUZ in writing and without undue delay of any extraordinary event, such as damage to the Customer's vehicle, an accident on the track, a collision with animals or other objects, in any case no later than within three (3) calendar days as of the completion of the shift during which the accident occurred. If the Customer fails to fulfil this obligation within this period, the Customer's right to compensation for any damage will cease.
- 15.6. VUZ is not liable for any damage to the Customer's vehicle/TSM if such damage is reported to VUZ after the Customer's vehicle/TSM has left TCV.
- 15.7. In the event of damage to the Customer's vehicle/TSM, the Customer is obliged to assist VUZ by providing all necessary information and documents in a timely manner. This includes a detailed analysis of the damage and cost estimates for repairs, enabling VUZ to seek compensation from the responsible party or their insurance company. VUZ will issue compensation for the damage once it receives payment from the responsible party or their insurance. If there is any reduction in the insurance payment or compensation due to the Customer's failure to provide the required cooperation, the Customer will be responsible for covering that loss.
- 15.8. The Customer is liable for damage to the health of their employees, subcontractors, visitors, or third parties invited by the Customer during their stay in TCV and during performance of the tests.
- 15.9. If the Customer's vehicle becomes the target of unauthorized painting (graffiti damage) in TCV, this graffiti damage will be removed at the expense of VUZ directly in TCV.
- 15.10. The Customer undertakes to pay for any environmental damage caused by the leakage of petroleum products from the Customer's vehicle/TSM during the Customer's stay in TCV and undertakes to compensate VUZ for damage caused by their employees or by any third person who will be present in TCV with their consent or by the Customer's vehicle/TSM to the TCV infrastructure.
- 15.11. The Customer undertakes to insure all their employees who work in TCV during the testing of the Customer's vehicle and to insure the Customer's vehicle handed over for testing for at least the amount specified in the Contract/handover report as the value of the Customer's vehicle.
- 15.12. Neither Party to the Contract will be liable to the other for indirect or subsequent loss or damage, loss of profit, loss of business, loss of income, or loss of business opportunity.
- 15.13. VUZ's obligation to compensate the Customer for any damage arising in connection with the Contract is limited to a maximum amount of CZK 100,000,000 (one hundred million Czech crowns) in total per calendar year.
- 15.14. In the event of an accident, the Customer is obliged to provide VUZ and the entities investigating the accident with all documents and information requested in connection with the incident, adhering to the deadlines set by VUZ or the entities investigating entities.

16. Other Rights and Obligations of the Parties

- 16.1. VUZ will provide the Customer with qualified personnel necessary for the performance of the Contract throughout the testing period on the Customer's vehicle. VUZ will be responsible for the said personnel.
- 16.2. If VUZ permits the Customer to use their own train driver, the Customer is responsible for complying with the rules set out in the VUZ internal regulations for rail transport operations and for access to the test track by the Customer's train driver. VUZ is obliged to make these regulations available to the Customer.
- 16.3. If the Customer requires a metal ballast to be loaded or unloaded to/from the Customer's vehicle, VUZ undertakes to arrange for it according to an agreement of the Parties, concluded at the Weekly meetings/via the e-shop at least one week in advance. The Parties may also agree on a shorter period for the loading/unloading, provided that the Customer sends a written request to VUZ, always including a load distribution plan, to the e-mail address: provov@cdvuz.cz at least seven (7) days before the planned loading/unloading date.
- 16.4. A representative of the Customer will always be present during the loading/unloading of the ballast into non-freight wagons, who will unlock the Customer's vehicle and is responsible for ensuring that the ballast has been loaded correctly according to the loading plan sent in advance, and that the exterior and/or interior of the Customer's vehicle has not been damaged during the loading process. He will always lock the Customer's vehicle after the work is completed. Any damage to the Customer's vehicle that occurred in connection with the loading/unloading of the ballast will be reported by the Customer before the Customer's vehicle is locked; subsequent claims will be disregarded.
- 16.5. The traction power consumption is recorded by the VUZ meter in the traction station and will be charged according to the fact and approved by the representatives of the Parties in the project journal during the tests in TCV (this applies to electric traction vehicles).
- 16.6. VUZ will arrange a purchase of fuel or other fluids (AdBlue) for the Customer's vehicle at the Customer's expense during the Customer's stay in TCV (this applies to traction vehicles). Refuelling of other fuels (CNG, H2) will be stipulated in the Contract.
- 16.7. The Customer is obliged to carefully acquaint all persons who enter the TCV on the Customer's side with the working and safety rules that apply in TCV and to confirm this fact with their signatures. The above rules in several language versions - Internal Regulation ZD6 – The Safety policy in TC Velim – are available on the VUZ website at www.cdvuz.cz/store/ZD6_Safety_policy_at_VUZ_Test_Centre_Velim.pdf.
The Customer is obliged to ensure compliance with the safety rules set out in ZD6 by all their employees, subcontractors, visitors, and third parties invited by the Customer. Failure to comply with this obligation will be considered a material breach of the Contract, and VUZ will be entitled to withdraw from the Contract. The Customer is aware that the ZD6 rules may be amended repeatedly to comply with applicable laws, technical progress, and the need for the safe operation of TCV. The Customer undertakes that their employees and all other persons involved in the performance of the Contract on their side will comply with the updated version of the rules as soon as the Customer is notified of a change by VUZ.
- 16.8. At least two (2) weeks prior to entering TCV, the Customer will submit to VUZ for approval a list of their employees who will be working in TCV, a list of their

subcontractors, visitors, and third parties, if any, present in TCV within the performance of the Contract, indicating the name of the company they work for, and a list of the registration numbers of the vehicles for which access to TCV premises is required. The request will be sent via address <https://www.cdvoz.cz/en/accessRequest>. Access to TCV will be granted only to persons approved by VUZ, for whom VUZ will also issue TCV access cards.

- 16.9. VUZ reserves the right to deny access to TCV to any person who is not employed by the Customer.
- 16.10. Any persons on the Customer's side are entitled to be present on board the Customer's vehicle only during the stationary and dynamic shifts, during the low voltage stationary shift and during using of the halls (HPZ I and HPZ II).
- 16.11. The Customer will appoint in writing the representative of the Customer (head of the Customer's personnel) who will be in constant contact with the VUZ representative, who will be authorised to sign the project journal and will be authorised to deal with all Customer complaints in TCV. If the person in charge is changed, the Customer will notify VUZ in writing by the effective date of such change.
- 16.12. Each shipment from the Customer will be prepaid by the Customer and addressed to the responsible person of TCV, and marked with the exact address VÝZKUMNÝ ÚSTAV ŽELEZNIČNÍ, a. s., ZA DRÁHOU 373, CERHENICE, ZIP Code 28102, including the business name of the Customer specified on the shipment and the project identification.
- 16.13. The Customer is responsible for the technical condition of the Customer's vehicle, including auxiliary vehicles and adapters used during shunting during the entire period whilst Customer's vehicle is present in TCV.
- 16.14. The Customer and VUZ are obliged to inform each other without undue delay of possible problems or other facts leading to a change in the testing period of the Customer's vehicle, or other facts affecting the proper performance of the subject matter of the Contract.
- 16.15. not applicable.
- 16.16. VUZ will allow the Customer and their subcontractors to attend the tests throughout the testing period.
- 16.17. Fixed shifts are binding for both Parties and the number of shifts can only be reduced provided that the Customer pays VUZ cancellation fees according to Article 9 hereof.
- 16.18. An overview of unused fixed/assigned shifts will be recorded every week and confirmed by signatures of the Parties' representatives in the project journal.
- 16.19. VUZ will be entitled to stop all test activities of the Customer, including the provision of stationary and dynamic shifts in TCV, if any invoice issued by VUZ is not paid within 30 days of the due date. In such case, VUZ is not liable for any damage resulting from the suspension of testing. The test activities will be resumed upon full payment of all outstanding payments, including contractual penalties and/or default interest.
- 16.20. If the Customer fails to pay more than one invoice within 30 days after the due date, VUZ is entitled to issue advance invoices for services for the following month(s).
- 16.21. The Customer is prohibited from making any video/sound/audio-visual recordings in the TCV. The Customer will be held liable for any damages caused by a violation of this prohibition, including damage caused to third parties. If the Customer's actions result in any third party claiming compensation for damage or harm from VUZ, the Customer undertakes to cover all associated damages and costs incurred by VUZ due to such

claims, regardless of other provisions in these GTC or the Contract. VUZ acknowledges that, due to the nature of its operations, it is not feasible to prevent third parties from making video, audio, or audiovisual recordings on the premises of the TCV. If the Customer wishes to protect their vehicle from such recordings, it is their responsibility to take preventive measures at their own expense. However, any such measures must comply with the operating conditions at the TCV and must be approved by VUZ. VUZ is not liable for any damages (including those caused by breach of personal rights and/or intellectual/industrial property rights) incurred by other customers as a result of the above mentioned prohibition.

- 16.22. By entering into the Contract, the Customer represents and warrants that it:
- 16.22.1. has a functional system of control of business partners concerning Sanctions and is not aware of the existence of contractual relations with a person subjected to Sanctions;
 - 16.22.2. is not a person subject to Sanctions, and none of the persons subjected to Sanctions is part of the Customer's management structure, is not the Customer's beneficial owner, does not give any instructions to the Customer, does not represent, influence, control or in any other way, whether covert or overt, participate in the Customer's operation;
 - 16.22.3. is not aware that funds or economic resources are to be made available directly or indirectly to a person subjected to Sanctions in connection with the Contract or that a person subjected to Sanctions may benefit in any way from them;
 - 16.22.4. has not received any notice or is not otherwise aware of any claim, action, lawsuit, administrative proceeding, or Sanction investigation against it, and if at any time in the future, a breach of any of the preceding statements occurs, the Customer will notify the VUZ without undue delay.

Violation of the above statements will be considered a material breach of the Contract and will entitle VUZ to withdraw from the Contract.

- 16.23. The Customer acknowledges that the premises of the TCV, marked with information boards, are monitored by a camera system with records. The administrator of personal data obtained from the camera system is VUZ, the purpose of their processing is the protection of property, safety of people and prevention of accidents. More detailed information on the processing of personal data is available at [Privacy Policy - Výzkumný Ústav Železniční, a. s.](#)

17. Force Majeure

- 17.1. Subject to the conditions set out below, either Party to the Contract will be exempt from liability for breach of its obligations under the Contract if the breach results from a force majeure event. Force majeure event means an unusual and unforeseeable event beyond the control of the Parties, which the exercise of due professional care could not have prevented, and as a result of which either Party is unable to perform their obligations under the Contract or is in default in whole or in part (hereinafter referred to as the "**Affected Party**"), including but not limited:
- (a) an act of war, invasion, armed conflict or action by an external enemy, blockade, embargo, insurrection or civil disturbance, terrorism;
 - (b) drought, fire, volcanic eruption, landslide, flood, extreme weather, lightning, earthquake;
 - (c) epidemics of contagious disease;
 - (d) archaeological finds;

- (e) strikes or lockouts of a national, regional, or sectoral nature, except those taking place at the Party to the Contract or in which the Party of the Contract or its employees are participating;
 - (f) severe supply disruptions; or
 - (g) measures taken by public authorities on account of any of the cases of force majeure referred to above.
- (hereinafter referred to as the “**force majeure event**”).

- 17.2. In the event of a force majeure event, the Affected Party will be deemed not to be in breach of their obligations for so long as their ability to perform those obligations is affected by the force majeure event; this will not apply if the Affected Party was in breach of its obligations even before the occurrence of the force majeure event.
- 17.3. In the event of a force majeure event, the Affected Party is obliged to inform the other Party of its obligations that have been affected without delay, within a maximum of 3 business days, and to inform them of the most likely date or dates when they will be able to continue to perform these obligations. If the Affected Party is in default in complying with this information obligation, they will not be entitled to claim exemption from its liability for breach of the Contract on the grounds of force majeure for the period of delay in complying with the information obligation.
- 17.4. If, as a result of a force majeure event, any of the performance dates specified in the Contract is affected, the Parties undertake to negotiate a change in the performance dates in the form of an amendment to the Contract; if no agreement is reached between the Parties within 30 days from the date of the request to negotiate by one of the Parties, either Party will be entitled to withdraw from the Contract with effects ex nunc.
- 17.5. The Parties assume the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code; for the avoidance of doubt, the Parties state that an event of force majeure cannot be considered a change of circumstances within the meaning of Section 1765(1) of the Civil Code and that no claims other than those specified in this Article may be asserted as a result thereof.

18. Confidentiality

- 18.1. The Customer and VUZ declare that the commercial and technical arrangements relating to the subject matter and content of the Contract, including information communicated during the Contract's negotiations and all information and data entrusted to them by the other Party to the Contract or obtained during the tests, are trade secrets within the meaning of Section 504 of Act No. 89/2012 Coll., Civil Code. They undertake not to disclose them to any third party for any purpose other than the performance of the Contract, except for information required by the Czech Railway Authority, the Czech Police, the Czech Tax Authority, or other supervisory authorities, the VUZ insurance company or a court of competent jurisdiction.
- 18.2. VUZ undertakes to seek the Customer's consent to another disclosure other than the mentioned in paragraph 18.1. of the technical or commercial documentation of the Customer's vehicle tests to a third party if such disclosure is necessary.
- 18.3. VUZ has the right to use the performance provided under the Contract as a reference. This reference may include the name and logo of the Customer, the Customer's contact person, a general description of the services provided, the duration of the service, and the price range. This information may be used in the event of participation in tender procedures and similar bidding processes.

- 18.4. VUZ has the right to take photographs and video recordings of the Customer's vehicle/TSM and its components (excluding any parts specifically labelled as trade secrets upon handover) while the vehicle/TSM is at the TCV, particularly during testing. The Customer consents to VUZ using these images in its advertising and promotional materials, with the exception of any that clearly display parts designated as trade secrets. Additionally, the Customer agrees to VUZ including their name, logo, and a general description of the services provided as a reference on the VUZ website and in other promotional channels.

19. Personal Data Protection

- 19.1. In the event that personal data is processed in connection with the Contract, such data will be processed in accordance with the applicable legislation on the protection and processing of personal data, in particular, Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016, General Data Protection Regulation and Act No 110/2019 Coll. on personal data processing. VUZ is the personal data controller under these regulations. Information regarding personal data processing is provided in the privacy policy at: [PRIVACY POLICY \(cdvuz.cz\)](https://cdvuz.cz/PRIVACY-POLICY).
- 19.2. By signing the Contract, the Customer declares that they have read and agree to the Privacy Policy.
- 19.3. If, during the performance of the Contract, personal data processing should occur requiring the conclusion of a personal data processing agreement, the Parties shall conclude such an agreement before the commencement of such processing.

20. Other Provisions

- 20.1. The Contract is not a joint venture or other similar agreement.
- 20.2. The Contract does not constitute any employment relationship between the Customer's employees and VUZ and vice versa.
- 20.3. The Contract will come into force and effect on the date of its signature unless expressly stated otherwise in the Contract.
- 20.4. The Contract constitutes the complete and only agreement between the Customer and VUZ. The Contract may only be amended through written amendments that are numbered in ascending order or through AWA confirmed by VUZ; VUZ shall confirm the AWA only if the Customer agrees to the price for VUZ services and the terms of their provision as outlined in the VUZ price offer. Any amendments made in different format that does not comply with this paragraph are invalid. Changes in persons of the Parties' representatives for technical and/or contractual matters will not require a conclusion of an amendment to the Contract and will only be notified in writing to the other Party of the Contract.
- 20.5. If any one or more of the provisions of the Contract or these GTC is or becomes invalid or ineffective, such invalidity or ineffectiveness will not affect the other provisions. The Parties hereby agree to replace such invalid or ineffective provision with a valid and effective provision that most closely matches the intent of such invalid or ineffective provision.
- 20.6. The Customer represents and warrants that all documents submitted to VUZ have been prepared and signed by persons authorized to do so, contain only accurate and correct information, and that the Customer has not made any modifications to them. Where the

Customer submits copies of documents to VUZ, the Customer represents and warrants that the copies submitted are complete and true copies of the originals and that all signatures and seals thereon are genuine and authentic. Where the documents require fulfilment of certain conditions for their validity or effectiveness, the Customer represents and warrants that these conditions have been fulfilled. If any of these declarations are proven to be untrue, the Customer undertakes to indemnify VUZ against any damage caused as a result of the false declaration.

- 20.7. The Contract is always concluded in writing. If it is concluded in paper form, it will always be drawn up at least in 2 copies, out of which each Party will receive one copy. If it is concluded electronically, it must bear electronic signature (or its foreign equivalent) of the persons authorised to act on behalf of the Parties. If the Customer is based in the Czech Republic or Slovakia, it will be drawn up in the Czech language only. If the Customer is established in another country, it will be drawn up in English and Czech. In case of any discrepancy between the language versions, the English version prevails.
- 20.8. The Customer may not set off any of their claims against VUZ against payments under the Contract without prior written consent of VUZ.
- 20.9. VUZ is entitled to request from the Customer an extract from the Customer's commercial register (or an excerpt from a similar register in the Customer's country of origin) and a power of attorney for the Customer's signing representatives if they are not members of the Customer's statutory body and their authority to act on behalf of the Customer is not evident from the submitted extract from the commercial or similar register. The Customer is obliged to submit these documents upon VUZ request no later than five (5) days from receipt of such request.
- 20.10. The Customer acknowledges that VUZ is preparing to open the e-shop (see paragraph 2.5. hereof), through which it will provide all its services in the future. The Customer agrees that, after 30 days from the date of notification by VUZ of the e-shop opening, all communication between the Parties that can be carried out via the e-shop will take place exclusively via the e-shop.
- 20.11. Neither Party may transfer the rights and obligations arising from the Contract without the prior written consent of the other Party, even if it is only partial.

21. Code of Ethics

- 21.1. By concluding the Contract, the Customer undertakes to comply with the VUZ Business Partner Code of Ethics available at <https://www.cdvoz.cz/en/page/o-spolocnosti>.

22. Governing Law and Dispute Resolution

- 22.1. The contractual relationship between the Customer and VUZ is governed by Czech legal order, in particular the Act No. 89/2012 Coll., the Civil Code.
- 22.2. Any disputes arising under or in connection with the Contract, including disputes relating to the existence, validity, or termination of the Contract, will be preferably settled amicably. If no such settlement is reached, disputes will be resolved by the Czech court of competent jurisdiction in the district of which VUZ has its registered office, in accordance with Czech procedural law.

23. Amendments to GTC

- 23.1. VUZ is entitled to change these GTC unilaterally if such a change results from changes

in legal regulations or as a result of decisions of administrative or other public authorities.

- 23.2. The new version of GTC will bind the Customer after fifteen days from the date of receipt of the VUZ's notice of the change. If the Customer disagrees with the new GTC version, they are entitled to withdraw from the Contract within the same period.

**General Terms and Conditions
for the Provision of Services of the Test Centre and the Testing Laboratory
of Výzkumný Ústav Železniční, a.s.**

comes into force on January 1st, 2026