

Technical Assessment Conditions

No 01/2026 of 31 March 2026

1. Preamble

These Technical Assessment Conditions (hereinafter the "TAC") govern the relationship between the Výzkumný Ústav Železniční, a.s. (hereinafter referred to as "VUZ") and the Applicant in the following activities:

- Accredited impartial assessment (COV, NoBo, DeBo, AsBo)
- Management systems ISO certification (COSJ)

VUZ shall act as an independent body in certification, i.e. as a person who is accountable for the impartiality of its expert activities and shall not allow commercial, financial or other pressures to compromise its impartiality and independence.

VUZ therefore refuses to accept any financial commitment, including the acceptance of a contractual penalty, if this could in any way be perceived as compromising its impartiality and independence.

2. Definitions

Documentation - the complete documentation for safety assessment/compliance with technical requirements and for supervision, which the Applicant is obliged to submit to VUZ in order for VUZ to perform its obligations under the Contract.

COSJ – VUZ's Quality system certification body

COV - VUZ's Product certification body

ČIA – Czech Institute for Accreditation

DÚ - Railway Authority of the Czech Republic

ERA - European Union Railway Agency

IO - VUZ's Inspection body

Civil Code - Act No. 89/2012 Coll., Civil Code, as amended

Business Terms and Conditions - VUZ's Business Terms and Conditions for the Assessment, available here:

https://www.cdvoz.cz/store/business_terms_and_conditions_for_assessment.pdf

Technical Assessment Conditions - these conditions defining the performance of activities listed in Article 1

Contract - the contract for the assessment of compliance with the relevant requirements for the given assessment activity to be concluded or which is concluded with the Customer

ÚNMZ - Office for Technical Standardization, Metrology and State Testing

Output documents - documents that are the result of the activities of VUZ on the basis of the Contract (inspection report, audit report, certificate, etc.)

Customer - an entity that has a contractual relationship with VUZ for the provision of services specified in Article 1 of the VUZ Business Terms and Conditions

Applicant - an entity submitting application for assessment or approval to the VUZ (Customer or entity demonstrably designated by the Customer). The term Applicant shall also include a manufacturer, if different from the Applicant, unless otherwise stated in these TACs

Application - a request for conformity assessment containing the necessary input information from the Applicant on the required certification or inspection, containing the Applicant's agreement with these TAC

COSJ employee – a person included in the list of COSJ VUZ employees

Third party – a legal or natural person whose cooperation is necessary for the fulfilment of VUZ's obligations arising from the Contract (e.g. subcontractors of the Applicant)

3. Rights and obligations of the VUZ and the Applicant

3.1. Obligations of the Applicant

1. The Applicant acknowledges that a contractual relationship must be entered into with VUZ for the realization of the subject of the Application. If the contractual relationship is implemented through a third party, the fulfilment of the requirements arising from this document must also be contractually addressed.
2. The Applicant shall be obliged to provide VUZ with the cooperation necessary for the assessment, in particular to provide it with the Documentation in a timely and proper manner, to provide cooperation to the extent necessary to ensure the assessment, to ensure the fulfilment of the obligations assumed by it or arising from the need for a specific assessment, to participate in meetings at which its participation is necessary, and to provide VUZ with all information necessary for the implementation of the subject of the Application. The Applicant shall take the necessary measures to carry out the implementation of the subject of the Request, investigate complaints and allow the participation of observers.
3. The Application and the Documentation must be submitted to VUZ without undue delay, but no later than 3 months before the agreed period of performance under the Contract, if not agreed otherwise.
4. The Applicant is obliged to notify the VUZ without undue delay of all essential facts within the framework of the obligation to provide cooperation. The Applicant shall be obliged to require third parties to comply with this notification obligation and shall be liable for damages resulting therefrom if they fail to do so. VUZ shall not be obliged to review data, information or other services provided by the Applicant for completeness and accuracy, unless this is a direct consequence of the legislative requirements for certification or implied by the Contract.
5. The Applicant is obliged to provide access to the premises, equipment and Documentation necessary for the implementation of the subject of the Application to VUZ and its

- authorized employees, to determine persons providing cooperation for the VUZ, or other persons whose presence is necessary and decisive for the implementation of the subject of the Application, including representatives of the state administration (DÚ, ČIA, ERA).
6. The Applicant shall provide the cooperation at its own expense.
 7. If the Applicant does not provide the cooperation to VUZ according to this article, VUZ will invite the Applicant to remedy the situation within an alternative period. If the Applicant breaches its obligation to provide VUZ with cooperation under this Article, VUZ shall be entitled to suspend the implementation of the subject of the Application at least until the cooperation is provided or to withdraw from the contract.
 8. The Applicant shall be obliged to accept the Output Documents.
 9. The Applicant shall keep a record of complaints, take appropriate remedial action and shall also record such action. The Applicant shall produce the records of complaints to VUZ for inspection upon request by VUZ.
 10. The Applicant shall demonstrably familiarise VUZ staff with the safety risks and rules applicable to the workplace and provide them with a professional escort if necessary. VUZ shall be entitled to suspend the performance of the Contract until such time as safety assistance is provided. During this period, the VUZ shall not be in default of the Contract.
 11. The Applicant acknowledges that the output certification documents remain the property of VUZ and in the event of suspension or termination of certification, the Applicant is obliged to immediately stop using them and return them to VUZ upon VUZ's request, no later than 3 working days from the date of delivery of such a request.
 12. The Applicant shall comply with any requirements that may be prescribed in the Certification Scheme relating to the certified product/system or that may be specified by the Certification Body (e.g. more frequent surveillance), and shall ensure compliance with such requirements by a third party.
 13. The Applicant shall inform VUZ without undue delay of any envisaged changes concerning the certified management system/quality management system and modifications to the approved type, as well as any other significant changes that could affect the results of the given assessment.
 14. The Applicant shall provide VUZ with access to the certified products for surveillance activities and shall ensure that this requirement is met by a Third party.
 15. The Applicant shall commission a surveillance audit of the subject of the assessment (if applicable) at least one month before the expiry of the certificate. For the purpose of conducting periodic (surveillance) audits, the Applicant shall allow VUZ access to the premises used for production/service provision, inspection, testing and storage and shall provide it with all necessary information and shall ensure compliance with this requirement by the Third party.
 16. The Applicant shall tolerate and allow for unscheduled audits of the subject matter of the assessment (if applicable) and unscheduled visits. During these visits, VUZ may, if necessary, carry out or have carried out product tests to verify that the quality management system is functioning properly.
 17. The Applicant shall tolerate and allow witness audits by the ČIA, the ÚNMZ, or other state/ European inspection bodies, e.g. DÚ, ERA, etc.

18. The Applicant is obliged to announce the date and time of tests, audits and measurements (those which are not carried out by VUZ and are part of the assessment, i.e. carried out by the Applicant or by an entity chosen by the Applicant – the Third party). If the Applicant neglects this notification obligation, it shall be obliged to facilitate, at its own expense, a new test/measurement/audit in the presence of the VUZ assessors and representatives of the inspection bodies, especially in the case of a non-accredited/unauthorised body.
19. The Applicant or an entity chosen by the Applicant – the Third party is obliged to tolerate and allow the presence of representatives of VUZ/ČIA/ÚNMZ/ERA/DÚ inspection bodies during the assessment, if relevant.
20. When mentioning certification and approval in the media, the Applicant is obliged to comply with the requirements of VUZ. The Applicant shall be entitled to make statements regarding the certification only in accordance with the scope of the certification; the Applicant shall not use the certification in such a way as to discredit or disparage VUZ and shall not make any statements regarding its certification that could be considered misleading or unwarranted.
21. When referring to the assessment results issued by VUZ in the media (such as documents, brochures or advertisements), the Applicant shall comply with the requirements of the certification/inspection body or the requirements set out in the certification scheme.
22. Upon suspension, withdrawal or termination of certification, the Applicant shall not be entitled to use advertising materials that contain any reference to certification and shall comply with the requirements of the Certification Scheme (e.g. return all certification documents) and take any other required action.
23. If the Applicant provides copies of the Certification Documents to others, these must be reproduced in their entirety or as specified in the Certification Scheme.
24. The Applicant shall not subject VUZ to any pressure and incentives, particularly financial and time-related, which could influence the outcome of VUZ's decision-making in the assessment process under the Contract.

3.2. Rights and obligations of the VUZ

1. VUZ is not responsible for the correctness of the regulations, standards, guidelines and instructions of the Applicant, which are explicitly required by the Applicant and applied to the implementation of the activities of VUZ. VUZ shall not be liable for any defects in the performance provided which are caused by the incorrectness of the regulations, standards, guidelines and instructions of the Applicant so applied.
2. VUZ is not obliged to provide compensation for items and samples consumed or destroyed in the course of the execution of the subject of the Application.
3. VUZ is obliged to inform the Applicant and the Customer in writing about changes in these TAC. If the Customer disagrees with the change, they are entitled to withdraw from the Contract with effect ex nunc within 1 month.
4. In the event of a non-conformity preventing the issuance of certification documents, the certification process shall be suspended until the non-conformity is resolved. The deadline for the removal of the non-conformity shall be suggested by the Applicant but it must be in accordance with the certification assessment scheme.

5. If VUZ finds that the non-conformities are irremediable or that there are other reasons preventing the issuance of certificates, it shall notify the Applicant in writing.
6. VUZ has the right and obligation to suspend or terminate certification and withdraw already issued Output Documents if:
 - a) The Applicant has not provided sufficient cooperation necessary for its performance as required by the Application or a contractual relationship has not been established;
 - b) The Applicant does not comply with the conditions set out in the certification scheme or other legislative conditions;
 - c) The Applicant has used the Certification Documents or any part thereof in conflict with the Contract or these Technical Assessment Conditions;
 - d) the products manufactured no longer conform to the certified product;
 - e) The Applicant has not delivered the Surveillance Documents on time or after being requested to do so;
 - f) The Applicant has not allowed random sampling of products for testing;
 - g) The Applicant has failed to allow inspection, audit, surveillance, extraordinary audit, unannounced visit or witness audit by inspection bodies;
 - h) The Applicant has failed to provide timely notification of tests/audits/measurements carried out by itself or by a Third party;
 - i) The Applicant has not notified in a timely manner a change that has a significant impact on the assessment and compliance with the rules of the relevant certification scheme;
 - j) The Applicant has not allowed the participation in the tests/audits/measurements of VUZ or the control authorities;
 - k) The Customer has not paid the claim payable to VUZ even within the alternative period for performance.

4. Subcontracting

1. VUZ is entitled to entrust a subcontractor to perform part of the performance of the Contract with the Customer's prior written consent. VUZ shall ensure subcontracts in accordance with legislative requirements. VUZ shall be liable for the activities of its chosen subcontractor as if it were providing the service itself, unless the Applicant appoints the subcontractor itself.
2. The Applicant is entitled to refuse the use of a subcontractor proposed by VUZ or may propose a subcontractor itself. VUZ shall be entitled to refuse to use a subcontractor proposed by the Applicant.
3. VUZ is entitled to entrust the implementation of part of the Contract to a subcontractor even without the Applicant's consent, provided that the subcontractor is an employee of COSJ VUZ and meets all requirements for conducting the assessment.

5. Output documents and their use

1. The Applicant may choose the form of the output documents (paper/electronic) when submitting the Application / before concluding the contractual relationship.
2. Electronically produced Output Documents will always bear the electronic signature of the person(s) authorised to sign them.

3. The Applicant is entitled to use the Output Documents only in accordance with the purpose stated in the Contract and in the normative documents that apply to the results of the activities of VUZ.
4. The Applicant is not entitled to change in any way the form in which the Output Documents have been submitted to the Applicant, nor the content of the Output Documents.
The Applicant is not entitled to transfer the Output Documents to a third party or to disseminate or publish them in any way without the prior written consent of VUZ.
5. The Applicant is entitled to use and copy the Output Documents only as a whole.
6. The Applicant is obliged to inform VUZ about the use of the Output Documents and to allow VUZ to control their use.
7. The Applicant is obliged to implement the certification requirements, if they are communicated to VUZ. If the certification relates to ongoing production, the Applicant shall ensure that the product requirements are met.
8. In the event of a breach of the obligations set out in this Article, VUZ shall be entitled to prohibit the Applicant from further use of the Output Documents, markings, etc. and the Applicant shall be obliged to compensate VUZ for damages incurred by VUZ as a result of a breach of its obligations under this Article, in particular as a result of third party claims and the effective defence of VUZ's rights, including compensation for the costs of legal representation in the maximum amount of CZK 4,000.00/hour for the provision of legal services under the legal services agreement.

6. Know-how, industrial property rights, confidentiality

1. All technical and other documentation supplied by VUZ to the Applicant in connection with the performance of the Contract shall be the exclusive property of VUZ. The exclusive property of VUZ shall be all technical solutions and other solutions and procedures developed by VUZ that the Output Documentation depicts, and VUZ does not grant the Applicant a licence to use or grant any rights associated with intellectual property.
2. The Applicant shall be entitled to treat and dispose of the Output Documents only in accordance with these Terms and Conditions and the contractual relationship entered into. The Applicant undertakes to ensure that any breach of these obligations does not result in any damage to VUZ or any other person. If the Applicant breaches any of these obligations, VUZ is entitled to demand a contractual penalty of CZK 50,000 for each such breach, even repeatedly. The payment of this contractual penalty is without prejudice to the right of VUZ to compensation for damages under Article 5 hereof, including costs incurred by VUZ as a result of the exercise of third party rights against VUZ or as a result of the application of sanctions against VUZ by the competent authorities.
3. All information obtained by the Applicant from VUZ shall be considered confidential and a trade secret of VUZ. Neither the Applicant nor the Customer shall be entitled to disclose or make available to third parties any information or documents relating to the Contract, except for the performance of their legal obligations, without the prior written consent of VUZ. In the event of a breach of this obligation, VUZ is entitled to demand from the Applicant a contractual penalty of CZK 50,000 for each such breach, even repeatedly. The payment of this contractual penalty is without prejudice to the right of VUZ to related compensation for damages, including costs incurred by VUZ as a result of the exercise of

third party rights against VUZ or as a result of the application of sanctions against VUZ by the competent authorities.

4. VUZ ensures the confidentiality of information obtained during certification activities. VUZ shall also apply this requirement to its subcontractors. VUZ considers all information obtained from the Applicant to be confidential and uses it only for the agreed purpose. VUZ shall ensure the confidentiality of information obtained during certification activities at all levels of the VUZ management and with individuals acting on behalf of VUZ. VUZ shall not disclose to any third party any information on certification activities, products or the Applicant (supplier or manufacturer) obtained during audits or from other sources, except as required by applicable legislation, without the written consent of the Applicant. In cases where the requirement to disclose information to a third party is required by law, the Applicant shall be informed in writing of the information provided as permitted by law. In the event of a breach of this obligation, the Applicant shall be entitled to demand from VUZ a contractual penalty of CZK 50,000 for each such breach detected, even repeatedly. The payment of this contractual penalty shall be without prejudice to the Applicant's right to compensation for damages, including costs incurred by the Applicant as a result of the exercise of third party rights against the Applicant or as a result of the application of sanctions against the Applicant by the competent authorities, if these costs were caused by a breach of confidentiality by VUZ.
