

VUZ Business Terms and Conditions for the Assessment

No. 01/2026 of 31 March 2026

1 Preamble

These VUZ Terms and Conditions for the assessment (hereinafter the „Business Terms“) apply to all contractual relations concluded between Výzkumný Ústav Železniční, a.s., ID No.: 272 57 258, (hereinafter referred to as "VUZ") and the Customer for the performance of:

1. Accredited independent assessment (PCB, NoBo, DeBo, AsBo) (1)
2. Management systems ISO certification (MSIC) (2)
3. Non-accredited evaluation activities (including conducting technical safety tests, issuing statements on trial operations, approval of coatings, ESC compatibility tests, ISA safety assessments, scientific research and expert analysis, expert opinions, technical assistance e.t.c.) (3)

The provisions of the Contract shall prevail over the provisions of the Business Terms if they conflict with them. VUZ is entitled to unilaterally amend and supplement the contents of the Business Terms if such a change is caused by a change in legislation or is a result of a decision by public authorities. VUZ shall deliver the amended or supplemented Business Terms to the Customer. If the Customer does not agree with the change of the Terms and Conditions, he/she is entitled to terminate the Contract within 10 working days from the day on which the amended or supplemented Terms and Conditions are delivered, with a one-month notice period starting from the day following the day on which the notice was delivered to VUZ.

The Customer acknowledges the Technical Conditions of the Assessment for activities listed under (1) and (2), and fully accepts their impact on the contractual provisions. Technical Conditions of the Assessment are available at:

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

2 Definitions

Delivery – Delivery means delivery by postal licensee or by electronic mail or delivery to a data box, or personal delivery. Unless otherwise expressly stated in the Contract or in these Business Terms, all activity with legal effect under these Business Terms must be in writing and delivered by one of the methods set out in the first sentence of this clause.

Time Limits – Unless otherwise specified, time limits are stated in calendar days.

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

TC – The conditions defining the performance of the assessment activities (in the case of accredited assessment and certification), in particular according to ISO 17065, ISO 17020, and ISO 17021-1 standards.

Contract – a written agreement between VUZ and the Customer, the content of which is the obligation of VUZ to provide the assessment services referred to in Article 1 of these Business Terms, and the

Customer's obligation to pay for these services. VUZ and the Customer declare that it is not a contract of adhesion and that the parties have had the opportunity to negotiate its contents.

Customer – an entity that has a contractual relationship with VUZ for the provision of services referred to in Article 1.

Applicant – an entity submitting an application for assessment to VUZ (the Customer or an entity demonstrably designated by the Customer). The term Applicant also includes the manufacturer, if it is an entity different from the Applicant, unless otherwise stated in these Business Terms.

Application – a request for conformity assessment containing the necessary input from the Applicant for the certification or inspection required, containing the Applicant's agreement to the Technical Assessment Conditions.

Assessment – the conformity assessment process (namely certification, inspection, audit).

3 International Sanctions

By concluding the Contract with VUZ, the Customer confirms that he/she/it:

- has set up a functional system of control of business partners in relation to international sanctions resulting in particular from regulations and decisions of the bodies of the European Union, the United Nations and the Council of Europe (hereinafter referred to as "sanctions"), and is not aware of the existence of contractual relations with a person to whom these sanctions apply, in particular a person included on sanctions lists and in documents issued by those authorities and institutions, a person established in or under the laws of a country or territory which is the target of sanctions, or a person otherwise subject to sanctions ('the sanctioned person');
- he/she/it nor any other subject participating in the performance of the Contract on their side is not a Sanctioned Person and no Sanctioned Person is part of the Customer's management structure, is a beneficial owner of the Customer, gives any direction to the Customer, represents, influences, controls or otherwise participates in any way, whether covert or overt, in the Customer's operation;
- is not aware that any funds or economic resources are to be made available, directly or indirectly, to the sanctioned person in connection with this contract or that the sanctioned person may benefit in any way from them;
- has not received notice or is otherwise unaware that any claim, action, suit, litigation, administrative proceeding or investigation relating to the Sanctions has been brought against it, and in the event that at any time in the future a breach of any of the above declarations occurs, the Customer shall notify VUZ without undue delay.
- Any breach of the above declarations shall be deemed to constitute a material breach of the contract and shall entitle VUZ to withdraw from the contract.

4 Rights and obligations of VUZ and the Customer

1. The Customer is obliged to provide VUZ with all necessary cooperation and to ensure the cooperation of the Third Parties. If the necessary cooperation is not provided to VUZ even within a reasonable replacement period set by VUZ, VUZ is entitled to suspend the performance of the Contract until it is provided or to withdraw from the Contract.
2. The Customer acknowledges that VUZ's capacity has been fully booked for an extended period. If the performance of the Contract is interrupted for reasons attributable to the Customer, the

performance deadlines will be extended by at least the length of the interruption. The Customer agrees to negotiate a new performance deadline with VUZ based on VUZ's operational capacity. If no agreement is reached, VUZ will determine the deadline.

3. In the case of ESC Tests, the Customer is obliged to arrange the place of performance (ZC Velim, SŽ network) at least one month before the planned performance. At the same time, the Customer is obliged to inform the ESC Test Manager about the place of execution without delay.
4. A failure to meet the requirements according to the TC entitles VUZ to withdraw from the Contract.
5. All information obtained by the Customer since the acceptance of the offer by VUZ shall be considered confidential and a trade secret of VUZ. The Customer shall not be entitled to disclose or make available to any third party any information or documents relating to the Contract, except in the performance of its 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 Customer 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.
6. All costs associated with the customs procedure (import/transport or export/return transport of products) are paid by the Customer.
7. All contractual penalties under these Business Terms must be paid within 15 days of receiving the invoice from the other party. Payment of a contractual penalty does not affect VUZ's right to claim compensation for damages. The provision of Section 2050 of the Civil Code does not apply. The agreement on a contractual penalty does not affect liability for damages, its enforcement, the amount, or the right to compensation. Payment of a contractual penalty does not discharge the original obligation confirmed by the penalty.
8. VUZ is not obliged to review the completeness or accuracy of any data, information, or other services provided by the Customer, except where this is mandated by law for certification purposes or by the Contract.

5 Price and payment terms

1. The prices agreed in the Contract are fixed and cannot be exceeded. However, the Customer undertakes to negotiate with VUZ about their change if:
 - the Documentation submitted by the Applicant was incomplete, inadequate or deficient and as a result more work and, if necessary, an extension of the performance deadlines was required;
 - there is an extension of the completion date for reasons not attributable to VUZ;
 - during the execution of the performance, facts occur that were not known at the time of conclusion of the Contract and were not caused by VUZ, nor could they have been foreseen, and these facts affect the price of the performance (forced additional work).

If no agreement is reached, VUZ is entitled to withdraw from the Contract.

2. Any expansion or reduction of the scope of performance, as well as related price changes, must be agreed upon in a written amendment to the Contract.
3. The price of the service will be paid on the basis of tax documents (invoices) issued by VUZ. The date of taxable performance shall be determined as the date of dispatch or delivery of the Output Documents, which are the result of the activities of VUZ on the basis of the Contract and the Application, to the Applicant or the Customer.

4. VUZ is entitled to request advance payments from the Customer and to link the commencement of the assessment to the payment of the advance invoice.
5. The Customer is obliged to reimburse VUZ for the travel costs of its employees incurred in connection with the performance of the Contract, in their actual amount.
6. If the assessment is not completed due to reasons on the part of the Applicant or the Customer (e.g. failure to provide cooperation, withdrawal from the Contract), the Customer is obliged to pay VUZ all costs incurred in the performance of the Contract and in connection with the Contract.
7. Invoices are due within 30 days from the date of their issue.
8. If the Customer fails to pay VUZ the invoiced amount for services under the Contract in due and timely manner, VUZ is entitled to claim a contractual penalty of 0.05% of the amount due for each, even if only commenced, day of delay, statutory interest on the delay and the costs associated with the application of each claim in the amount of at least CZK 1,200. Payment of default interest shall be without prejudice to the right to compensation for damages.
9. In view of the legislative requirements for assessment, VUZ shall refuse to accept any financial commitments, including the acceptance of contractual penalties, if this could in any way be perceived as a threat to its impartiality and independence.

6 Processing and protection of personal data

The Customer acknowledges that, for the purpose of contract performance and assessment, personal data (including contact details and information on the professional qualifications of employees or persons in similar position) may be exchanged between the Parties. Each Contracting Party operates as an independent personal data controller. VUZ processes personal data in accordance with Regulation (EU) 2016/679 (GDPR) to carry out assessments and demonstrate compliance with relevant standards. The Customer agrees to inform affected employees that their data may be disclosed to assessors as necessary for independent assessment and certification.

7 Final provisions

1. Unless otherwise provided in the Contract, the limitation period for claims of VUZ arising out of or in connection with the Contract shall be 10 years.
2. The Customer assumes the risk of change of circumstances. Sections 1765(1), 1766 and 1912(2) of the Civil Code shall not apply in favour of the Customer. The application of Sections 557, 1740(3), 1805(2) and 1999 of the Civil Code is excluded.
3. VUZ shall be entitled to unilaterally set off against the Customer's claims any of its own claims or claims acquired by assignment, whether due or not, whether time-barred or not. The Customer is not entitled to unilaterally set off against the claims of VUZ. In the event that the Customer unilaterally sets off its claims against VUZ in violation of this provision, it undertakes to pay VUZ a contractual penalty of 10% of the amount of the claim that should have been subject to set-off, but at least CZK 10,000.
4. The Customer shall only be entitled to assign claims against VUZ under the Contract, these Terms and Conditions or in connection with the Contract or the Terms and Conditions with the prior written consent of VUZ. In the event that the Customer assigns its receivables from VUZ in violation

- of this provision, the Customer undertakes to pay VUZ a contractual penalty of 10% of the amount of the receivable that should have been the subject of the assignment, but not less than CZK 10,000.
5. The Customer undertakes not to encumber its receivables from VUZ in any way by a lien in favour of a third party.
 6. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of profit (lost profit), operating loss, loss of income, loss of business opportunity.
 7. VUZ's liability for any damage arising from the Contract is limited to a total of CZK 1,000,000 (one million Czech crowns) in one calendar year.
 8. Withdrawal from the Contract does not extinguish the provisions on the obligation of secrecy, confidentiality and protection of know-how, claims for compensation for damages arising from breach of obligations under the Contract, claims for payment of contractual penalties and other claims which are provided for in the relevant legislation.
 9. The contract concluded between VUZ and the Customer shall be governed by the law of the Czech Republic, namely the Act No. 89/2012 Coll. Any disputes arising out of the Contract shall be settled amicably and if no amicable solution is reached, then the competent court for all disputes arising out of the Contract and as a result of a breach of law related to the Contract shall be the local court of jurisdiction according to the registered office of VUZ at the time of filing the action.
 10. The Contracting Parties are exempt from liability for breach of their obligations under the Contract in the event that the breach is the result of a Force Majeure Event, i.e. an unusual and unforeseeable event beyond their control, which could not have been prevented by exercising due professional care, and which prevents or delays a Party from fulfilling its obligations. A Party affected by Force Majeure must notify the other Party in writing within five days of becoming unable to fulfill its obligations; failure to do so forfeits the right to claim exemption from liability. If the Force Majeure event persists for more than three months, either Party may withdraw from the Contract.
 11. The Contracting Parties assume the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code. If any provision of the Agreement or these Business Terms is or becomes invalid or ineffective, the validity and effectiveness of the other provisions of the Agreement or these Terms and Conditions shall not be affected. In this case, VUZ and the Customer undertake by agreement to replace the invalid or ineffective provision with a new provision that best corresponds to the originally intended purpose of the original provision.
 12. The Customer undertakes to comply with the VUZ Business Partner Code of Ethics available on the company's website:
 1. <https://www.cdvuz.cz/store/bp-code-of-ethics>
 13. If the Customer is found, or suspected, to be in non-compliance with the VUZ's Business Partner Code of Ethics, VUZ may require the Customer to take appropriate corrective measures. These measures will be discussed between the Parties, and the Customer will be granted a reasonable period to implement them. If the issue is not remedied within this period, VUZ may terminate the business relationship and either terminate or withdraw from the Contract.
