# General Business Terms and Conditions of VÚKV a.s. applicable to Individual Business Cases (Orders)

**1. Generally**

a) These Terms and Conditions – hereinafter referred to as the "T&C" – represent the basic document for concluding contractual relationships for the supply of products and/or services between VÚKV a.s. and customers, i.e. between the parties to a contractual relationship, also referred to as the "Contractor" and the "Client" within the meaning of the law.

**2. Contractual Relationship and the Work**

a) When concluding a contractual relationship, the following types of contractual documents (the "CD") may be used:
   - mutual negotiation and conclusion of an agreement, for example a contract for work or another type of agreement
   - the Customer sends an order discussed in advance and VÚKV a.s. confirms it
   - It is also possible to conclude a framework agreement for an agreed period defining the nature and volume of services; in doing so, individual CDs must be concluded in accordance with the wording of the framework agreement, i.e. individual partial contracts for work or orders with subsequent confirmation, for the performance of individual works/services, including the specification of the subject, scope, term and price, and the contractual relationship is established once such CDs are confirmed.

b) The CD may be supplemented with an annex or annexes; their designation and name must be specified in the CD.

c) If these T&C are specified in the CD, they become a binding and integral part of the CD. The validity of specific parts of the T&C may be limited or cancelled in writing in the CD by mutual agreement.

d) In these T&C, the Work shall mean works, counselling, reviewing, services, etc. (hereinafter referred to as the "Activities") performed by VÚKV a.s. for the Client based on a contractual relationship established in the manner specified in Art. 2(a) of these T&C, i.e. the Work with an intangible outcome. The subject of these Activities is research, development and testing of rail vehicles, performance of associated expert calculations or preparation of associated expert opinions, etc. The output – result – of these Activities consists of written reports, for example test reports or calculation reports, protocols, as well as various written expert assessments. VÚKV a.s. is entitled to perform all such Activities in compliance with the scope of business specified in the extract from the Commercial Register and based on the relevant professional accreditations and certifications.

e) Additionally, and in exceptional cases, the Work may also consist of activities other than the Activities, for example rental of test weights, provision of minor repair or workshop works associated, for example, with the preparation and performance of tests.

**3. Performance of the Contract**

a) The contract shall mean the implementation of the obligations of VÚKV a.s. arising from the concluded separate contractual relationship in line with the wording of the CD.

b) Every contract is identified by a contract number of VÚKV a.s.; if the form of a confirmed order is used, it also has an order number. Every written document relating to the contract shall also be provided with the contract number or, as the case may be, the order number.

c) Written documents, communications or verbal information relating to the subject of the CD that were created before the date of concluding the CD and are not explicitly specified in the CD shall not be part of the contractual relationship.

d) Binding documents and information provided by the Customer at the time of commissioning and during performance of the Contract must be identified pursuant to Art. 3(b) and signed by the Customer's representative. The Customer shall be responsible for the correctness of such documents and information unless otherwise expressly agreed in the CD.

e) If either Party concludes in the course of performance of the Work that the CD needs to be amended, this may be done by mutual agreement in the form of a written amendment to the CD or by a new CD replacing the previous CD.

f) If the Customer rescinds from the CD for any reason and no settlement in an appropriate amount has been agreed, the Customer shall pay VÚKV a.s. demonstrable costs incurred in connection with the performance of obligations pursuant to the CD from the beginning of the contractual relationship until the day on which the notice of rescission from the CD is delivered.

g) Work on the contract shall be performed in compliance with generally recognised rules, principles and procedures used in accordance with the current state of science and technology and, unless otherwise agreed in writing, using technology and procedures available and common at VÚKV a.s.

h) Unless otherwise agreed in the CD, terminology, procedures, criteria, methodologies, variables and units shall be used in compliance with international and national standards and recommendations used in the field of rail vehicles.

i) The language of the documents being prepared – the Work – must be specified in the CD.

j) When using the procedures and methodologies pursuant to Art. 3(g), it is necessary in some cases to accept an outcome that is not completely in line with the Customer's expectations, for example where the defined parameters are not achievable within the agreed time and at the agreed costs, the test outcome is unsatisfactory or the assessment is negative or dismissive. Such cases shall be explained and justified in detail by the employees of VÚKV a.s. with the highest level of objectivity; in any case, such circumstances cannot be a reason for the Customer to challenge the CD or the financial obligations arising from it.

k) During management of a contract, the quality management system pursuant to EN ISO 9001, as amended, is applied.

l) The Customer is obliged to provide VÚKV a.s., within the time period specified in the CD and, if no time period is specified, before commencement of the Work, with all supporting documents and items required for performance of the Work that were specified in the CD, as well as such supporting documents and articles that the Customer should know are necessary for performance of the Work.

m) After agreement with the Customer and at its request, VÚKV a.s. may provide assistance in procuring the aforementioned supporting documents and articles for performance of the Work. The costs incurred by VÚKV a.s. in relation to procuring such supporting documents and articles for performance of the Work shall be borne by the Customer.

n) The documents provided by the Customer to VÚKV a.s. for performance of the Work shall be legible, well-arranged and free of errors in all their parts. The documents must be delivered in written printed form or, as the case may be, in electronic form on a data carrier. A specific form of data delivery may be specified by VÚKV a.s. in the CD with regard to the nature of the Work being performed.

o) All costs, such as customs, storage and other fees, incurred due to late delivery of articles for performance of the Work, for example delivery of vehicles for tests on a date other than the agreed date or due to defective or incomplete handover of documents or articles for performance of the Work, shall be charged to the Customer by VÚKV a.s. and the Customer expressly undertakes to pay them. This includes, for example, storage fees upon delivery of a rail vehicle in a condition in which the vehicle is not fit to undergo tests, until any repair of the vehicle, if the vehicle must be stored with a third party or at VÚKV a.s. Likewise, the Customer shall pay VÚKV a.s., for example, costs associated with environmental pollution in this respect.

p) After completion and handover of the Work or after expiry of the obligation to perform the Work, VÚKV a.s. shall return to the Customer without undue delay all documents and articles lent by the Customer for performance of the Work and requested to be returned. Further, VÚKV a.s. is obliged to return to the Customer or, at the Customer's request, destroy all copies of the documents. If such documents are required for repair of the Work or settlement of a claim, the Customer shall lend the supporting documents to VÚKV a.s. again for the time period required to perform the repair of the Work or settle the claim. The CD may specify that VÚKV a.s. may keep the supporting documents for a certain time after handover of the Work, with regard to the nature of the Work being handed over and its verification and fine-tuning in practice.

q) Delivery of bulky articles required for performance of the Work, for example vehicles for testing, and their removal shall be carried out on working days and during usual working hours unless otherwise agreed between VÚKV a.s. and the Customer.

r) If VÚKV a.s. advises the Customer of the inappropriateness of some of its instructions, or of the method or content of performance of the Work, and the Customer still insists on their execution, VÚKV a.s. shall not be held liable for the consequences arising from such erroneous instructions, method or content of performance of the Work.

**4. The Work and Its Subject**

a) The Work is specified unambiguously, i.e. its subject, date of completion, including its division into individual stages and handover dates if required, and its price shall be specified in the CD after mutual agreement.

b) If completion of the Work requires cooperation with a third party, a supplier of VÚKV a.s., VÚKV a.s. is entitled to assign such work without the Customer's previous consent, provided that all the Customer's requirements regarding the quality of the delivery are fulfilled, and the liability and guarantees of VÚKV a.s. towards the Customer shall not be affected in any way.

c) Materials and preparations intended for one-time or repeated use are usually required for the performance of tests and measurements. The costs of design and production of such preparations and purchase of materials for fulfilment of obligations arising from changes to the CD shall be agreed and specified in the CD.

d) The CD may also contain an agreement to carry out development work or part thereof on the Customer's premises or using the Customer's equipment. These circumstances, especially the scope of services provided by the Customer and the conditions of work and movement of employees of VÚKV a.s. on the Customer's premises, must be specified in the CD.

e) Tests may also be performed on the Customer's premises or at a specified place, for example on a railway track, whether in part or as a whole; in such a case, the conditions shall be specified by the CD.

f) While employees of VÚKV a.s. are working on the Customer's premises, the Customer shall ensure that the employees of VÚKV a.s. are instructed on the principles of occupational safety at the respective workplace and shall appoint a responsible employee whose instructions the employees of VÚKV a.s. shall obey.

g) The Customer is entitled to be continuously updated, whether in writing or through a personal visit on a date agreed in advance, on the progress of the Work in compliance with the CD.

**5. Deadlines, Delays, Impossibility to Fulfil Obligations and Rescission from the Contractual Relationship**

a) The deadlines for performance of the Work agreed and specified in the CD shall be binding. However, VÚKV a.s. shall not bear responsibility for any extension of a deadline due to the circumstances and facts specified below:

- if the supporting documents agreed in the CD and necessary for performance of the Work, such as a technical design, tests or works of another nature, are not handed over by the Customer on time and in full
- in the case of a test, if the vehicle is not provided at the agreed place on time and in the technical condition agreed in the CD
- for contracts with enhanced risks due to factors that are difficult to predict, possible reasons for extension of the deadline may be agreed in the CD
- if the Customer fails to deliver its statement on the further progress of work by the agreed deadline, where this has been agreed in the CD
- force majeure causes, i.e. phenomena and circumstances classified in practice in this category

b) In the case of delay in the agreed deadline for handover of the Work, if such delay was not caused by circumstances specified in Art. 5(a), the Customer is entitled to require a contractual penalty amounting to 0.1% of the value of the Work / stage of the Work that is in delay for every day of delay, up to 10% of the price of the Work / stage of the Work that is in delay, unless otherwise specified in the CD.

c) If any of the Contracting Parties rescinds from the contractual relationship before its fulfilment and therefore before its termination, the notice of rescission from the contractual relationship must be made in writing and delivered to the other Contracting Party.

d) If the Client rescinds from the contractual relationship for reasons other than a serious breach of contractual conditions by VÚKV a.s. and no settlement in an appropriate amount has been agreed, the Client shall pay VÚKV a.s. demonstrable costs incurred in relation to fulfilment of obligations pursuant to the CD from the beginning of the contractual relationship, or from the moment when such costs occurred if VÚKV a.s. performs Activities required for performance of the Work on the basis of the Client's written instruction or on the basis of a written binding promise to conclude the contractual relationship, for example through a Letter of Intent (LOI), until delivery of the notice of rescission from the CD. Such costs shall also include costs incurred by VÚKV a.s. after the date of notification of rescission from the contractual relationship by the Client if VÚKV a.s. is obliged to pay such costs on the basis of another relevant contractual

relationship concluded with a third party before the date on which the Customer notified rescission from the Contract, for example payment for rental of test circuits and tracks to perform tests of rail vehicles.

e) Serious breach of the contractual relationship by VÚKV a.s. shall mean a gross violation of the conditions of the CD, including but not limited to:
   - gross violation or failure to fulfil the manner of performance of the Work, for example performance of the Work contrary to applicable laws and regulations, expert regulations and decrees or the prescribed technical specification of the Work,
   - delay with performance of the Work by more than one calendar month, or improper handling of items and documents lent by the Client for the purpose of performing the Work
   - gross violation of the obligation of secrecy and confidentiality in respect of information disclosed by the Client

f) If VÚKV a.s. rescinds from the contractual relationship for a reason other than a serious breach of contractual conditions by the Client and no settlement in an appropriate amount has been agreed, VÚKV a.s. shall pay the Client demonstrable costs incurred in relation to the Contractor's rescission from the contractual relationship.

g) Serious breach of the contractual relationship by the Client shall mean a gross violation of the conditions of the CD, including but not limited to:
   - delay with the handover of supporting documents required for performance of the Work for more than one calendar month,
   - failure to provide the subject to be tested on time, for example a vehicle,
   - breach of confidentiality pursuant to these T&C
   - existence of the Contractor's receivable towards the Client within the contractual relationship being rescinded, unpaid for more than one calendar month after its due date

**6. Prices, Payment Terms, Invoicing**

a) The basic price of the product/service is specified in the quotation. This price may be adjusted when negotiating the CD. After expiry of the quotation, the Contractor shall no longer be bound by the quotation and a new price, deadlines and, where applicable, other conditions must be negotiated if VÚKV a.s. so requires. The price of the Work is agreed as a fixed price in the currency specified in the CD. An exception is the case where the price of the Work depends on certain information and facts that will become known only during performance of the Work or after completion of the Work, for example the number of achieved cycles in tests, the manner of performing a certain test, the amount of weight lent and the actual duration of the rental of the weight. In such a case, it will be possible, when concluding the contractual relationship, to determine, for example, only a unit price or the prices of individual possible variants of performance of the Work.

b) The price is always determined as the total price for the Work pursuant to the CD, even in cases where the Work consists of several parts or stages for which partial prices can be determined separately without consideration of the other parts of the Work. An exception is a case where the price cannot be determined as at the date of concluding the contractual relationship – see Art. 11(b) of the T&C.

c) If the deadline for completion of the Work is postponed, compared to the Contract for Work, due to reasons attributable to the Customer, this shall constitute grounds for a possible price increase.

d) Value added tax in the statutory amount valid at the moment of contract completion shall be added to the prices of products/services. The tax shall be declared separately on invoices.

e) Payment conditions shall be negotiated by the Parties and specified in the CD. The due date of advance invoices shall be 14 days, and the due date of invoices shall be 30 days from the date of issue, unless otherwise agreed in the CD.

f) VÚKV a.s. is entitled to claim a contractual penalty of 0.1% of the overdue amount for each day of delay, up to a maximum of 10%, unless otherwise specified in the CD. If, during performance of the Work, the Customer defaults in payment of any amount invoiced by VÚKV a.s. under an advance invoice or invoice by more than 21 days after such payment is due, VÚKV a.s. shall be entitled to suspend all work for the Customer.

g) The products/services become the Customer's property only after complete settlement of all its financial obligations towards VÚKV a.s. pursuant to the CD.

h) Any objections of the Customer against an invoice must be submitted in writing within the invoice due date. Late objections shall not affect VÚKV a.s.'s right to claim late-payment penalties.

**7. Liability for the Performance of the Work**

a) VÚKV a.s. shall be liable for ensuring consistency of the Work with the CD and for its quality, which in the case of a technical design means:
   - liability for originality of the design, suitability of calculation procedures used and suitability of the design methodology
   - correctness of the data and information contained in the handed-over documentation, content accuracy and completeness of the materials handed over

b) In respect of tests, VÚKV a.s. shall be liable for:
   - the testing and measuring equipment used, testing methodology and correctness of measured results while adhering to the defined conditions of measurement and interpretation of the results
   - in the case of reviews and reports, for objectivity of assessment and correctness of statements and conclusions drawn

c) VÚKV a.s. shall not assume liability and shall not be held liable for the correctness of written or verbal information and handed-over supporting documents from the Customer or through the Customer from a third party.

d) VÚKV a.s. shall not assume liability and shall not be held liable for the parameters and quality of the designed or tested subject, such as a vehicle, its system or parts, that are not the subject of the Work specified in the CD.

e) Unless otherwise agreed in the Contract, liability for the supplied services shall last for 2 years.

f) If specified in the CD, VÚKV a.s. may provide additional information, clarification or specification of handed-over materials if the Client raises such a requirement within three months from handover of the Work.

**8. Liability for Consequential Damage**

a) The Client's requirements regarding liability for consequential damage caused by operation of the designed or tested vehicles must be discussed by both Parties in every individual case and specified in the CD.

**9. Confidentiality, Copyright, Data Protection**

a) Documents, drawings and other supporting documents lent by the Customer to VÚKV a.s. in relation to performance of the Work pursuant to the CD shall be used by VÚKV a.s. exclusively for the purpose of performing the Work and shall not be used for other purposes without the Client's express written consent.

b) Written and verbal information on contracts shall be deemed confidential by both Parties to the contractual relationship and shall not be provided to a third party, whether as a whole or in part. Confidential information shall also include information on development; commercial and production activities of each Contracting Party obtained within the contractual relationship.

c) Personal data obtained to the necessary extent during preparation and performance of contracts shall be used exclusively for the purposes of obtaining and performing the contract(s) and shall not be provided to any third party without the express consent of the Customer or the provider of such data.

d) VÚKV a.s. reserves copyright to certain prepared documents, for example studies, reviews, reports and others. This reservation shall always be specified in the relevant document.

e) If, during work on the contract, a possible solution arises that fulfils the requirements for industrial property protection, VÚKV a.s. shall take the required steps to ensure appropriate industrial property protection and shall notify the Customer in writing.

f) If an industrial property right, such as a patent, invention, industrial design, etc., whether proprietary to VÚKV a.s. or to a third party, is used within the Work pursuant to the CD, this fact shall be explicitly specified in the CD, including the conditions of financial settlement.

g) The Client shall not be entitled to alter or modify the written outputs of the Work, i.e. to change or adjust in any way, for example, the resulting technical documentation handed over, design drawings or technical reports from tests; the Client is obliged to treat the written outputs of the Work as an indivisible whole.

h) The documents, reports, designs, test reports and other outputs prepared by VÚKV a.s. and provided to the Customer within the contractual relationship are free from third-party rights.

i) The Contracting Parties undertake to keep confidential all information handed over by the other Party.

j) The relevant Contracting Party is not bound by the obligation of confidentiality if:
   - the information became publicly known,
   - the information was demonstrably obtained from a third party,
   - the other Party has demonstrably released it from the confidentiality obligation in relation to such information,
   - it was required to disclose the information by the respective authorities of the Czech Republic in compliance with law.

k) The Client/Customer agrees to authorise VÚKV a.s. to take ordinary visual records, such as photographs and video recordings, of the Client's vehicle or of the progress of the Work and to use them for promotional purposes in the context of marketing and reference activities concerning the activities of VÚKV a.s., or to document the progress of the Work.

l) The Client/Customer, including its escort or visitors, acknowledges that on the premises of VÚKV a.s. Testing Laboratory Cerhenice, as well as when performing tests outside the premises of Testing Laboratory Cerhenice, it is forbidden for any person other than an employee of VÚKV a.s. to take photographs, recordings or other audiovisual records; such persons may not make any visual records, such as photographs or video recordings, of the Client's vehicle, or of vehicles of other customers, or of the course or place of implementation of the Work. In the event of a breach of this prohibition, the person concerned may be removed from the premises of Testing Laboratory Cerhenice of VÚKV a.s. or from the site of the Work. In addition, the person shall be required to delete the photographs, recordings or other records in the presence of a representative of VÚKV a.s.

**10. Compliance with Legal Regulations and Ethical Principles**

a) The Contracting Parties undertake, when concluding and performing the contractual relationship, to act in accordance with applicable legal regulations, principles of fair business dealings, rules of proper business conduct and generally recognised ethical standards.

b) The Contracting Parties undertake to refrain from any conduct that could be considered corrupt, fraudulent, anti-competitive, discriminatory or otherwise unlawful. The Contracting Parties further undertake not to participate in conduct related to money laundering, terrorist financing, breaches of sanctions regulations or other circumvention of legal obligations.

c) The Contracting Parties declare that, in their activities, they do not support or use child labour, forced labour, illegal employment or other forms of worker exploitation. The Contracting Parties undertake to respect basic labour-law, safety, technical and environmental requirements arising from applicable legal regulations.

d) If any of the Contracting Parties discovers a serious breach of obligations under this Article, it is obliged to inform the other Contracting Party of this fact without undue delay and to take appropriate remedial measures. The Contracting Parties undertake to provide each other with the necessary cooperation in resolving such a situation.

e) A serious or repeated breach of obligations under this Article may be considered a material breach of the contractual relationship.

**11. Sanctions Clause**

a) The Contracting Parties undertake to comply with all applicable legal regulations and restrictive measures concerning sanctions, embargoes and export control, particularly the legal regulations of the Czech Republic, the European Union, the United Nations, the United States of America, the United Kingdom and Switzerland, if applicable to the given contractual relationship.

b) The Client confirms that the Work, its outputs, related documentation, information or any other performance provided by VÚKV a.s. shall not be directly or indirectly used, made available, transferred, exported, re-exported or otherwise provided in breach of applicable sanctions regulations, embargoes, restrictive measures or export-control regulations.

c) The Client undertakes that the Work, its outputs, related documentation, information or any other performance provided by VÚKV a.s. shall not be directly or indirectly intended for use in the Russian Federation, Belarus or for the benefit of any person or entity subject to applicable sanctions, embargoes or other restrictive measures.

d) The Contracting Parties declare that neither they, nor their ultimate beneficial owners, controlling persons, persons acting on their behalf, nor any other persons participating in the performance of the contractual relationship, are persons listed on sanctions lists, persons owned or controlled by persons listed on sanctions lists, or persons acting on behalf of or for the benefit of such persons.

e) The Client is obliged to inform VÚKV a.s. in writing without undue delay of any change in the facts stated in this Article or of any breach or possible breach of obligations under this Article.

f) In the event of a breach of obligations under this Article, or if VÚKV a.s. reasonably concludes that performance of the contractual relationship may lead to a breach of sanctions regulations, embargoes, restrictive measures or export-control regulations, VÚKV a.s. is entitled to suspend performance of the contractual relationship, refuse to provide the relevant performance or rescind from the contractual relationship, without incurring liability towards the Client.

g) The Client is obliged to compensate VÚKV a.s. for all damage, harm, loss, costs, sanctions, fines or other claims incurred by VÚKV a.s. as a result of a breach of the Client's obligations, declarations or undertakings under this Article.

**12. Settlement of Disputes, Applicable Law**

a) With a view to maintaining a long-term mutually beneficial business relationship, the Parties shall first seek an amicable settlement of any dispute.

b) If any of the provisions of the CD or these T&C is or becomes invalid or ineffective, the validity and effect of the other provisions of the CD and these T&C shall not be affected. In such cases, the Contracting Parties undertake to agree on replacing the invalid and/or ineffective provision with a new provision that best corresponds to the original intent of the original provision. The rights and obligations of the Contracting Parties, including conclusion of the Contract for Work and its validity and effect, shall be governed by the laws of the Czech Republic, especially Act No. 89/2012 Coll., the Civil Code, or, as the case may be, other generally binding regulations of Czech law. Matters not expressly governed by the CD or these T&C shall be governed by the applicable provisions of Czech law and, where relevant, by established business practice.

In Prague, on 29 June 2026

Ing. Zdeněk Malkovský Ph.D.

Podepsal Ing. Zdeněk Malkovský Ph.D.
DN: cn=Ing. Zdeněk Malkovský Ph.D., c=CZ, o=VÚKV a.s., email=malkovsky@vukv.cz
Datum: 2026.06.30 08:48:02 +02'00'

Zdeněk Malkovský, PhD
CEO