

Verification and Certification Rules of Railway Approvals Germany GmbH

(hereinafter referred to as the "Contractor")

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I. Scope and definitions

1.1 Scope

- 1.1.1 The Verification and Certification Rules ("VCR") of Railway Approvals Germany GmbH (hereinafter referred to as Contractor) apply to verification, certification, inspection and auditing as well the conformity assessment procedure pursuant to EU directives, EU regulations and national rules or other applicable legislation.
- 1.1.2 On acceptance of the Contractor's offer, a certification contract ("Contract") comes into effect between the Client and the Contractor.
- 1.1.3 The Contractor's VCR apply in supplement to the Contractor's general terms and conditions ("GTC"). By engaging the Contractor, the Client recognises the VCR and the GTC as an integral part of the Contract and any supplements. Any conflicting, supplementary or divergent terms and conditions of the Client shall only become an integral part of the contract if they are explicitly recognised, in writing, by the Contractor. In the case of contradictions between the VCR and the GTC, the VCR shall prevail.
- 1.1.4 The Contractor is entitled to amend the VCR. The Contractor shall notify the Client of any amendments to the VCR. As a result of an amendment, the Client has the right to terminate the Contract within one month after notification of the amendment. If the Client fails to agree to the amendment, the Client is entitled to terminate the Contract within one month of expiry of the aforementioned time limit.
- 1.1.5 The Verification and Certification Rules regulate the requirements and services of the Contractor in external relations with the interested parties; the procedure relating to the Client-Contractor relationship, in particular, must be fully complied with. Interested parties are all persons and bodies that may have an influence on a project. They are also part of the requirements forming the basis of the certification scheme for the Notified Body and the Designated Body under DIN EN ISO/IEC 17065, for EU regulations on interoperability of the railways, the ERA Assessment Scheme (European Union Agency for Railways) and the EIGV (Railway Operating Approval Regulation) containing the national requirements of the Federal Republic of Germany.

1.2 Definitions

- 1.2.1 Under these VCR, the terms listed in the left-hand column below have the meanings indicated in the right-hand column below, unless the context gives rise to a different meaning. The definitions under DIN EN ISO/IEC 17065 shall also apply.

Dossier	Inspection reports and further information that are summarised in the dossier and attached to the certificate.
Certification label	Seal of certification issued by Railway Approvals Germany.
Certificate	Includes (EC) verification certificates, (EC) intermediate verification certificates, certificates of conformity. The certificate always includes the attached dossier.
Certification	Conclusion of the evaluation, assessment and decision stages.

II. Testing

- 2.1 The Client must provide documentation and test objects, in the amount specified by the Contractor, at its own expense. Insofar as non-destructive testing of the test object is impossible, the Contractor shall notify the Client of this in advance.
- 2.2 Testing takes place at the Contractor's registered office unless otherwise expressly agreed with the Client. Where testing does not take place at the Contractor's premises, the Client shall ensure that the testing areas, as well as the documentation for provision of the services, are freely accessible to the Contractor and for observers where necessary.
- 2.3 Unless otherwise expressly offered, the service to be carried out is a one-off product test of the test object.
- 2.4 After testing, the Contractor issues a test report which it will make available to the Client. A test report relates only to the test object which was made available and tested.
- 2.5 On completion of testing, the Contractor disposes of the subject matter at the Client's expense unless the Client objects or the Contractor is legally obliged to store it.
- 2.6 The Client is not entitled to make changes to the test report or to duplicate it.
- 2.7 Once issued, test reports do not constitute authorisation to use certification label.
- 2.8 The Contractor is entitled to engage qualified sub-contractors to carry out the testing. The Client must be informed of this.

III. Certifications

3.1 General provisions

- 3.1.1 By engaging the Contractor, the Client declares that it has not applied to any other Notified Body/Designated Body for certification of the subject matter. The Client is obliged to notify the Contractor, in writing, without delay, if it makes a similar application. The Contractor shall have an extraordinary right of termination if the Client applies to another Notified Body/Designated Body for certification of the subject matter.
- 3.1.2 The Contractor certifies on the basis of the latest valid statutory requirements, standards or other criteria relevant to certification, irrespective of when the contract was concluded.
- 3.1.3 In the context and for the purpose of executing the order, the Client shall provide, in German or English, all information that is necessary for the certification process or that is requested from the Client. Translations must be ordered by the Client at its own expense.
- 3.1.4 The Contractor assesses the entire test documentation in the certification process for conformity with the statutory requirements, standards or other criteria relevant to certification. If the Contractor is unable to establish conformity, it shall issue a report containing the requirements that have not been met. Where the assessment is carried out in accordance with the application, a certificate displaying the Contractor's mark of conformity will be issued. The written and signed certificate is legally binding.
- 3.1.5 The certificate may be subject to conditions and requirements.
- 3.1.6 Certification takes place at the Contractor's registered office unless otherwise expressly agreed with the Client.
- 3.1.7 The Contractor is not responsible for the success of certification and shall not be liable where certification fails.
- 3.1.8 As the certifying body, the Contractor does not provide nor is it under any obligation to provide advisory services.
- 3.1.9 The Contractor's right to terminate the contract in the ordinary course of events is subject to three months' written notice to the end of year.
- 3.1.10 The certification contract shall end, without the need for any separate notice to terminate, on expiration or lapse of the certificate.

3.1.11

3.1.12 Where required under the approval, notification, EU directive or other underlying provisions, or where the certifying body in its best judgement considers it to be necessary, the certifying body may carry out monitoring in order to ensure compliance with the requirements of the certificate. For this purpose, audits / visits may be carried out without prior notice by the certifying body.

3.2 Terms and conditions of use of certificates

3.2.1 The certificate and the related documents remain the Contractor's property and shall be made available to the Client for the period of its validity. The certificate is non-transferable.

3.2.2 The certificate is valid exclusively for the subject matter and holder specified on the certificate. The Contractor shall monitor the certificate's period of validity.

3.2.3 The Client is permitted to use the certificate in line with the regulatory approval applicable to the subject matter and in accordance with the material and territorial scope. The certificate may be disclosed for business purposes but only without modification. Other disclosure of parts of the certificate and dossier requires the consent of the Contractor.

3.2.4 Certificates do not constitute authorisation to market the subject matter because they contain no declarations as to marketability.

3.2.5 Incorrect reference to the certification scheme or the misleading use of approvals, certificates, marks or other mechanisms indicating that a product is certified, are not permitted.

3.3 Expiry of the certificate

3.3.1 The certificate shall cease to be valid on expiry of the period of validity specified in the certificate or where the Client expressly indicates to the Contractor that it is waiving its right to use the certificate. Where the subject matter of the certificate is in routine production, the Client may apply for renewal or re-certification as appropriate. The Contractor is not obliged to offer renewal or re-certification.

3.3.2 The certificate also ceases to be valid where the Client ceases its business operations not just temporarily or where the subject matter of the certificate is taken off the market or the Client goes into insolvency or where an application to institute insolvency proceedings against the Client is rejected due to lack of assets.

3.3.3 The certificate ceases to be valid if the underlying contract is terminated in an ordinary or extraordinary manner, particularly pursuant to Clause 1.1.4.

3.3.4 Where the certificate ceases to be valid, Clause 3.5.2 applies accordingly.

3.4 Duties of the Client

3.4.1 The Client is obliged at all times to meet the certification requirements specified under the certification scheme which relate to the use of conformity marks and to information regarding the product. Changes must be implemented by the Client if they are communicated by the Contractor.

3.4.2 The Client is only permitted to use the certificate for business purposes with the full wording and under disclosure of the date of issue as provided for under the certification scheme. The publication or duplication of extracts of the certificate requires the prior written consent of the Contractor.

3.4.3 Insofar as the Client makes reference to product certification in its publicity media, such as e.g. documents, brochures or advertising material, the Contractor's requirements and those of the certification scheme must be complied with.

3.4.4 During the period of validity of the certificate, the Client is obliged to carry out monitoring of the associated production involving the subject matter of the certificate and to maintain the certified quality management system so that the certified product continues to meet the product requirements.

3.4.5 The Client shall report, without delay, any changes which might impair its ability to meet the certification requirements.

3.4.6 Changes to the subject matter of the certificate must be reported to the Contractor. The Client will then examine conformity with the existing certificate and initiate reassessment if conformity is not established.

- 3.4.7 The Contractor must be notified without delay in case of changes relating to the Client, e.g. company location, subject matter of certification, defects in products and official enquiries.
- 3.4.8 The Client is obliged to notify the Contractor of any complaints, official requests for information and defects insofar as they fall within the scope of the VCR.
- 3.4.9 The Client shall take appropriate measures regarding complaints as well as any defects found in the products which affect compliance with the requirements for certification.
- 3.4.10 The Client is obliged to take all necessary steps to enable the Contractor to carry out investigations due to complaints by third parties or any defects arising in the subject matter, and the measures taken must, in particular, be documented and made available to the Contractor upon request. The Client shall also take all the necessary steps and tolerate any measures to enable monitoring of compliance with certificate requirements, and must in particular allow the Contractor and any necessary observers, to have access to its premises.
 - 3.4.11 The Client is obliged not to use the product certification in any way which could bring the Contractor into disrepute nor make any statements about product certification which the Contractor could regard as misleading or unwarranted.
- 3.4.12 Where safety defects arise in the products after certification, these must be rectified without delay. The Client must take suitable measures to prevent and minimise any damage. In any case, the Client must cease marketing of defective products forthwith and inform the Notified Body / Designated Body.

3.5 Suspension, withdrawal or termination of certification

- 3.5.1 Certificates may be suspended, withdrawn or terminated by the Contractor, with immediate effect or following expiry to no avail of a reasonable period of time to remedy the situation, in particular where
 - 3.5.1.1 the Contractor issues a certificate subject to conditions which the Client fails to fulfil, or fails to fulfil within the time limit;
 - 3.5.1.2 the Client fails to pay the agreed remuneration;
 - 3.5.1.3 the Client is in breach of its obligations under Clauses 3.2 and 3.4 or otherwise violates the VCR to a not insignificant degree; or ceases to recognise the VCR or objects to reasonable changes in the VCR;
 - 3.5.1.4 this is ordered by the competent authority;
 - 3.5.1.5 the subject matter no longer corresponds to the description on the certificate or the subject matter no longer meets the certification conditions despite action to remedy the situation;
 - 3.5.1.6 the subject matter of the certificate is proven to infringe third-party protective rights;
 - 3.5.1.7 the certificate has been falsified or improperly used outside its scope of application;
 - 3.5.1.8 the Client gave false information or concealed important facts during the certification procedure that were important for issuing the certificate;
 - 3.5.1.9 the subject matter of certification has been approved by another Notified Body / Designated Body;
 - 3.5.1.10 there have been changes to the legal position or the state of the art since the certificate was issued. The Client may, at its own expense, apply for the amendment and renewal of the certificate by the Contractor. The Contractor establishes the validity of the certificate if the subject matter corresponds to the latest requirements;
 - 3.5.1.11 safety defects arise after certification, they cannot be rectified immediately and use of the subject matter creates a hazard.
- 3.5.2 In the event of suspension, withdrawal or termination of certification, the Client is obliged to cease use of certificates or materials relating to certification and to take the measures required under the certification scheme and any other necessary measures.
- 3.5.3 In the event of the withdrawal or termination of certification, the Client is also obliged to hand over the certificate to the Contractor without delay. Digital versions must be deleted.
- 3.5.4 During suspension, and following deletion, withdrawal or termination of the certificate, the Client is prohibited from attaching certification labels to products covered by the certificate or from continuing to market labelled products. The Client is also obliged to remove certification labels from certification products and, in the case of Clauses 3.2 and 3.4, to recall the certification products.

IV. Liability

The Contractor shall not be liable to the Client or third parties if the Client has failed to use the certificate in accordance or in line with its intended purpose. The Client shall indemnify the Contractor against third-party claims.

V. Information and reporting obligations

- 5.1 The Contractor is obliged, in the case of a statutory request by a competent authority, official reporting obligations or under the statutory provisions, to provide the required information. The Contractor is, in particular, obliged to allow the authorities to have access to Client data and documents which the Contractor has received in the course of the certification procedure and to report any withdrawal, termination or suspension. In this case, the separate consent of the Client is not required.
- 5.2 The Client shall be informed where Clause 5.1 applies.
- 5.3 The Contractor shall centrally report relevant information on the results of the certification procedure to other bodies, notified under the appropriate legal framework of the European Union. On request, the Commission, Member States and other Notified Bodies also receive a copy of the EU-type examination certificate, technical documentation and results of assessments.

VI. Confidentiality and Storage Obligations

- 6.1 Confidential information is that which is expressly labelled as "confidential" or in respect of which the Contractor must assume, based on the content of the information communicated, that a "confidential" label has accidentally been forgotten. In the case of information that is transmitted verbally, its confidentiality must be indicated at the time of its communication to the Contractor.
- 6.2 The Contractor undertakes to refrain from passing on or otherwise disclosing, to unauthorised third parties, any confidential information received from the Client and other Notified Bodies/Designated Bodies, in the course of certification and to take appropriate measures to protect confidential information, and in any case those measures that it uses to protect confidential information relating to its own organisation.
- 6.3 The Contractor can name the Client as a reference customer and advertise using services that it has carried out for the Client. The Client can object to being named as a reference customer in the individual case where there are particularly good reasons. The Client must submit detailed reasons promptly and in writing for each individual case.
- 6.4 The Contractor shall maintain an archiving system which shall guarantee the safekeeping of documents, as well as objections and complaints issued or received, for a period of ten years after expiry of the certificate.

VII. Privacy

- 7.1 All personal data is subject to data protection. It shall be handled confidentially, used only for orders and deleted on expiry of the contractual relationship and the archiving requirements.
- 7.2 Information about the Client derived from sources other than the Client itself (e.g. plaintiffs, authorities) shall be treated confidentially.

VIII. Objections and complaints

- 8.1 The Contractor can lodge an appeal against certification decisions and file a complaint against procedures. Appeals and complaints must be submitted in writing or text form to the Contractor.
- 8.2 The Contractor's procedure for appeals and objection is available at www.railwayapprovals.com.