

General supply conditions Railway Certification Laboratory

The conditions established in this document are to be understood as known to and accepted by the Client.

1 Definitions

1.1 Client

Legal subject, public or private, who requests the Supplier to provide the services indicated in the pertinent quotation.

1.2 Supplier

Supplier means the Railway Certification Laboratory of RINA Services S.p.A. and all its internal Organizational Units, situated in Via Renata Bianchi 44L, 16152 Genova, Italy and Via Pietro Toselli 69, 50144 Firenze, Italy.

1.3 Services

The services which the Supplier is able to provide the Client mainly concern the tests applicable to the railway interoperability constituents of the ERTMS/ETCS system and to the Energy subsystem (catenary), as well as test applicable to the rolling stock like electromagnetic compatibility, noise measurement, conformity check of the on-board subsystem, pantograph, braking system, traction system and running dynamic behaviour.

1.4 Confidential information

All information, whether on paper, electronic or oral, including but not only, data, analyses, know-how and/or any other result of any type and in any way, consequent on, derived from, connected with and/or concerning the services carried out.

1.5 Quotation

The document sent to the Client in paper format and/or electronically which describes the services offered, from both a technical and commercial point of view.

1.6 Validity of the quotation

The period of time defined in the quotation.

1.7 Document

The reports, studies and any other named document issued by the Railway Certification Laboratory while carrying out its services.

1.8 DUT

The instruments, equipment and any other item supplied by the Client to undergo testing by the Supplier.

2 Application scope

This document establishes the General Supply Conditions for the services provided by the Railway Certification Laboratory.

3 Nature of the activity

The subject of the document is the execution of technical analyses requested by the Client. The Client is and remains solely responsible, in respect of him/herself and towards third parties, for correctly carrying out his/her activities and for their compliance and/or compliance of own products with the applicable rules and with Client and third party expectations in general.

The Supplier is under no obligation to make declarations or provide information on elements or facts which do not fall within the specific scope of the service requested by the Client.

No report, declaration, document or information issued in connection with the services provided by the Supplier can be attributed legal effects or implications different from the statement that, based on the checks made by the Railway Certification Laboratory, the DUT to which such document or information refer comply with the reference document, or not expressly foreseen by the parties at the time the service was requested. In view of the above, as well as of the limitation of liability stated in the following paragraphs, the Client undertakes to hold the Supplier free from all requests or complaints from third parties, as well as from any liability towards them in relation to performance of the service.

4 Mandatory Client assistance

The Client is required to provide all support and/or documents needed by the Supplier to carry out the service(s), including but not only: specifications, procedures, technical reports.

If information provided by the Client shall be divulged by law, the Supplier will inform the Client accordingly.

5 Delivery of DUT

The DUT and/or the documentation are to be delivered to the Supplier by the Client according to the conditions stated in the quotation.

The Supplier is not liable for any delay in providing the service due to failure and/or delayed delivery and/or making available of the DUT attributable to third parties (client, carriers, etc.).

The Supplier will promptly inform the Client if the DUT delivered, or made available to the Supplier in case of on-field activities and/or at the Client's premises, are unsuitable to perform the service.

The Client shall inform the Supplier of any particular conditions concerning the DUT which could affect the results of the tests.

6 Mandatory information to be provided by the Client

If any of the activities the Supplier is requested to perform are to be carried out, even if only in part, at the Client's premises or, in any case, in areas available to the latter, the Client pursuant to the legislation in force

on safety and the prevention of industrial accidents, undertakes to provide the Supplier with complete and detailed information concerning the specific risks inherent in the workplace where the assessors are required to operate.

Access to these locations or areas must occur in complete safety.

The Client therefore undertakes, through his/her safety appointee, to promote cooperation and coordination to implement the measures and steps of protection and prevention against occupational risks which affect the work activities of the assessors appointed by the Railway Certification Laboratory, and which require protection of both workers and all other subjects operating in or present in the same place of work.

The Customer is allowed to attach a copy of the test report issued by the Supplier to the product documentation.

7 Appointment and acceptance of the order

This is the procedure implemented by the Client to appoint the Supplier to carry out the services described in the quotation. The Client, by accepting the quotation through the dispatch of a formal order, consents to the supply of the service according to the agreed methods.

The Client undertakes to make available to the Railway Certification Laboratory the items on which the tests are to be performed, together with the pertinent transport documentation and to provide all additional documentation needed to perform the service. If this documentation is not provided, the Supplier will immediately contact the Client and ask for it to be sent.

The Supplier, following the information received, will perform the service with delivery time starting from the date of receipt of the instructions. Any contractual change is to be formalised in writing and involves the issue of an integrative or replacement quotation by the Supplier.

8 Performing the service

The Supplier undertakes to perform the service offered and accepted by the Client in accordance with what is stated in the quotation and in documents attached to it.

Any changes as to how the service is performed, which can be agreed with the Client over the phone, are to be formalised in writing by the Supplier through a communication to be sent to the Client within a reasonable period of time.

Any activity not specifically described in the quotation is to be understood as excluded from the service and from the quotation given.

The Supplier undertakes to comply with, except in the case of an unforeseen event and/or impediment of a technical nature, the time frame agreed with the Client. If a time frame has not been agreed to carry out the service, the Supplier will respond according to the time frame considered most appropriate for the type of service provided and according to its internal programming.

The Supplier will define, during the quotation phase, and use, except where the Client has specific needs which will be agreed and accepted by the parties on a case by case basis, the test methods illustrated in the catalogue, available from the internet site www.rina.org/en/testing-measurement. The Client can contact the Supplier should he/she require more information. This service may be grounds for an additional service and therefore subject to a quotation.

9 Keeping the DUT and the records of the tests performed

The Supplier guarantees to take care of the DUT, while they are at the Railway Certification Laboratory, in the best possible way so as not to alter their properties and on the basis of the Client's declaration.

The Supplier undertakes to keep the DUT sent at its premise for **3 months** from the end of the tests; after that period, if the Client has not asked for them to be returned, the Supplier will be free to dispose of them.

The Supplier undertakes to keep the records relevant to the tests carried out for **10 years plus the current year from the date of the last activity**, except where specific agreements have been made in writing with the Client. If procedures, instructions, legislation or contracts contain retention periods different from those mentioned above, the longest period of retention is to be considered the valid one.

During the contract review stage with the Client, the established periods may be redefined.

10 Issue of the results

The Supplier is responsible for the results contained in the original test report and cannot be held liable for any amendments, cancellations or tampering related to the document following its issue.

The results will be issued according to the method described in the quotation.

The criterion used by the Supplier for issuing the declaration of conformity of the DUT, possibly requested by the Customer during the request for an offer, is based on the measured value without considering the measurement uncertainty with a 50% hazard level.

11 Fees

For the activities carried out in order to issue the Document, the fees indicated in the pertinent quotation accepted by the Client are to be paid to the Railway Certification Laboratory. If the issue of the Document entails additional activities not specifically foreseen, the Client will be required to pay an additional amount commensurate with the work requested.

Where not otherwise foreseen by the quotation or other contractual documents, the amounts due to the Railway Certification Laboratory for fees and expenses are to be paid by the Client within 30 days of the date of issue of the relevant invoice. In the case of late payment, interest will be charged, equal to the legal rate of interest in force at the time of payment increased by 2 points.

The fees for the activities carried out by the Railway Certification Laboratory are to be paid by the Client in consequence of the service performed by the Supplier, even if the Document is not issued due to the absence of conformity requirements or, if the contract is renounced, commensurate with the work carried out.

12 Confidentiality

The Client undertakes to consider all Confidential Information as strictly confidential. The Client also undertakes to implement all measures to ensure and protect the confidentiality of the Confidential Information in respect of third parties.

In particular, with regard to the Confidential Information, the Client undertakes:

- a) to keep it secret and not divulge it to third parties;

- b) not to use it, reproduce it, make extracts or abstracts for purposes other than those pertaining to the subject of the services;
- c) not to publish and/or patent any information or data contained in the Confidential Information;
- d) to restrict dissemination of the Confidential Information, within his/her own organisation, only to those employees whose responsibilities justify knowledge of this Confidential Information and limited to what is strictly necessary to carry out the services;
- e) to inform the employees of his/her organisation, to whom the Confidential Information comes to their knowledge, of the obligation of secrecy related to this Confidential Information. It is understood that the Client is responsible for ensuring his/her employees comply with these obligations;
- f) to inform any subcontractors of the obligations made concerning confidentiality of the Confidential Information and, in the case of subcontract, require them to fulfil the same confidentiality obligations;
- g) to provide the Railway Certification Laboratory, at the specific request of the latter, with any document containing Confidential Information.

This confidentiality requirement does not apply to information which the Client is able to prove in writing:

- a) was public knowledge before the contract came into force;
- b) became public knowledge, through no fault or participation of the Client, by means of publications or other;
- c) was acquired by third parties, without the obligation of secrecy, who can prove it was not obtained either directly or indirectly from the Client.

If the Client is obliged by laws, decrees, rules or other public authority measures to reveal information in breach of this confidentiality obligation, he/she is to immediately inform the Railway Certification Laboratory, in order to allow the latter to challenge the above measures and – if requested – will have to offer his/her support to uphold the challenge. In any case, only the information which the Client is legally obliged to reveal as a result of the above measures may be revealed.

It is to be understood that the confidentiality obligations, in relation to the Confidential Information, remain in force, following termination of the contract for whatever reason, for the following 15 years.

13 Administrative responsibility of legal persons

The Client declares that he/she is aware of the legislation in force concerning administrative responsibility of legal persons and, in particular, of the provisions of Italian legislative decree n° 231 dated 8 June 2001. In this connection, the Client declares that he/she has taken note of the Organisation, Management and Control Model drawn up pursuant to legislative decree n° 231/2001, as well as of the Ethical Code, produced by the parent company RINA S.p.A. and available from its site at the following addresses: <https://www.rina.org>.

The Client undertakes, in its relationship with RINA, to abstain from all behaviour which could lead to the risk of registration of legal proceedings for crimes in relation to which the sanctions established in legislative decree n° 231/2001 apply and recognises the right of RINA, otherwise, to unilaterally recede, also during execution or choose to rescind the contract, rights to be exercised by registered letter containing a summary of the facts or legal proceedings proving failure to comply.

The Client also undertakes not to:

- i. pay any commission, percentage or benefit to RINA employees and collaborators other than denominated;
- ii. establish any business relationship with RINA employees or collaborators such that it may lead to conflict

of interest with their function and role within RINA.

14 Privacy

The Railway Certification Laboratory undertakes, in relation to data concerning the Client, to comply with the current privacy legislation in accordance with the general procedures of the RINA group (<https://www.rina.org>).

15 Communications – Domicile of the Parties

Where not specified otherwise in the contract, all communications contractually required will be made in writing and will be considered validly made if delivered by hand, with receipt of acknowledgement, sent by registered letter, by courier or by fax to the addresses indicated in the contract, or sent by certified e-mail or in any case, with confirmation of receipt.

These communications will be considered effective in all respects from their date of receipt by the addressee. For contractual and judicial purposes, the Client's registered office will be elected as its legal domicile, except when chosen otherwise and established in the contract or subsequently communicated in writing.

In the contract, the Client undertakes to declare, apart from the registered office, also his/her domicile for tax purposes, tax code, VAT number and contributory codes. The Railway Certification Laboratory cannot be opposed in relation to amendments to the above data, not communicated as previously illustrated.

16 Complaints and/or appeals

The Client can make complaints and/or appeals in the various forms of communication possible (i.e. phone, fax, e-mail address to Railway.Lab@rina.org). In the case of a complaint and/or appeal, the Client will be informed that the complaint and/or appeal has been received and that it will be evaluated by the Railway Certification Laboratory; it will be recorded and subsequently dealt with. In any case, the Client will be informed of the evaluation made and of any action taken in relation to the complaint and/or appeal.

17 Applicable law and controversies

Any dispute arising from or connected with the Supplier's services, including any matters related to the Supplier's obligations, liability or limitation of liability, will be subject to Italian law and settled by arbitration assigned to a board of three arbitrators who will proceed in compliance with the Rules of the international Chamber of Arbitration of Milan. Arbitration will take place in Genova.

However, with regard to disputes relating to non-payment of fees and/or of expenses due to the Supplier for services, the latter will have the right to resort to the Judicial Authority of the place where the interested party or the subject who requested the service has his/her registered or operational offices.

In the case of action taken by a third party against the Supplier, the latter will also have the right to summon the third party in relation to the Interested Party or the subject who requested the service in front of the same Judicial or Arbitration Authority, so as to be held free or have recourse.