

ADDITIONAL CONDITIONS FOR INSPECTION SERVICES IN THE FIELD OF RAILWAY SYSTEMS

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1 CONDITIONS OF VALIDITY OF THE SERVICE

Inspection reports, statements, opinions, Safety Assessment Reports, Independent Safety Assessment Reports and other documents issued within the scope of SIQ's inspection activities are valid exclusively for the object of inspection as defined in the order, contract or approved assessment plan.

The results of the inspection represent a professional assessment of the inspected object at the time the inspection activities were performed and do not constitute a guarantee of its future operation, maintenance or continued compliance after completion of the assessment process.

If, after the issuance of the report, technical solutions, project documentation, software, system configuration, operating conditions or other elements that were subject to the inspection are modified, SIQ may require a partial or complete reassessment.

2 VALIDITY OF THE QUOTATION PRICE

The quotation price is based on the information and documentation submitted by the customer at the time the quotation is prepared.

If, during the execution of the service, it becomes apparent that:

- a) the volume of documentation significantly exceeds the originally estimated scope,
- b) additional assessments, reviews or analyses are required,
- c) the object of inspection is modified,
- d) additional review iterations become necessary due to changes in the system, software or documentation,

SIQ reserves the right to revise the quotation price. The customer shall be informed in writing prior to any such revision.

The quotation price does not include costs arising from the correction of identified non-conformities by the customer or from the reassessment of documentation following implemented modifications, unless explicitly stated otherwise in the quotation.

Cancellation of the order must be submitted to SIQ in writing.

3 ORDER SPECIFICATION

When placing an order, the customer shall clearly specify:

- a) the object of inspection and its field of application,
- b) the applicable regulations, standards and technical specifications,
- c) the scope of assessment,
- d) the role of SIQ within the assessment process.

Inspection services may be performed in the following areas:

- Infrastructure (INF)
- Energy (ENE)
- Control-Command and Signalling On-board (CCS On-board)
- Control-Command and Signalling Trackside (CCS Trackside)
- Rolling Stock – Locomotives and Passenger Rolling Stock (LOC&PAS)
- Rolling Stock – Freight Wagons (WAG)
- Traffic Operation and Traffic Management (OPE)
- Maintenance (MNT)
- System Safe Integration (SSI)

If the customer does not specify the applicable requirements, SIQ shall determine the relevant reference documents based on the available information.

By signing the order, the customer undertakes to cover all costs related to the execution of the ordered service.

4 DOCUMENTATION AND CUSTOMER COOPERATION

The customer shall provide SIQ in a timely manner with all information and documentation required for the performance of the inspection.

This may include, in particular:

- System and subsystem requirements,
- RAMS documentation,
- Safety plans,
- Hazard logs,
- Safety Cases,
- Verification and Validation (V&V) documentation,
- Project documentation,
- Technical specifications,
- Test results,
- Configuration management documentation,
- Change records,
- Software documentation,
- Verification and validation reports,
- Any other documentation deemed necessary by SIQ.

The customer shall provide access to personnel, facilities, equipment, systems and documentation necessary for the execution of the inspection activities.

SIQ shall not be responsible for delays or additional costs resulting from incomplete, untimely or incorrect documentation.

5 CONDITIONS FOR COMMENCEMENT AND EXECUTION OF THE SERVICE

SIQ shall commence the service when:

- a) the order has been confirmed,
- b) a contact person has been appointed by the customer,
- c) the required documentation has been provided,
- d) all other conditions specified in the quotation or contract have been fulfilled.

Inspection activities may be performed:

- at SIQ premises,
- at the customer's premises,
- at the manufacturer's premises,
- at construction sites,
- at testing facilities,
- at operational railway sites.

SIQ shall keep the customer informed of significant findings that may affect the scope, schedule or successful completion of the service.

6 IDENTIFIED NON-CONFORMITIES AND OBSERVATIONS

If SIQ identifies non-conformities, deficiencies or open issues during the inspection, these shall be recorded in a report (Technical Note).

For the completion of the assessment process, the customer shall provide appropriate evidence of corrective actions or explanations enabling closure of the identified issues within the agreed timeframe.

If the customer fails to provide the requested information or actions within the agreed timeframe, SIQ may conclude the

assessment based on the available evidence and issue the corresponding report.

7 IMPARTIALITY AND INDEPENDENCE

SIQ performs inspection activities impartially and independently in accordance with the requirements of ISO/IEC 17020.

The customer undertakes not to exert any pressure or influence on SIQ's professional findings, assessments or conclusions.

Final findings and decisions within the scope of the inspection are made exclusively by SIQ.

8 CONFIDENTIALITY

SIQ shall treat all information, documentation, and data obtained during the execution of the service as confidential, except where disclosure is required by legislation, accreditation requirements or competent authorities.

The customer agrees that SIQ may provide access to relevant documentation to accreditation bodies, regulatory authorities, the European Union Agency for Railways (ERA) or other competent institutions where required for the exercise of their duties.

9 LIABILITY

SIQ's liability is limited to the professional execution of inspection activities in accordance with the order, contract, applicable regulations, accreditation requirements and internal procedures.

10 PAYMENT

SIQ shall issue an invoice upon completion of the service or upon completion of a project phase, where specified in the quotation or contract.

Inspection reports, statements, opinions, safety assessment reports and other issued documents shall be delivered to the customer after settlement of all outstanding financial obligations, unless otherwise specified by contract.

11 SPECIAL CONDITIONS FOR INDEPENDENT SAFETY ASSESSMENT (AsBo AND ISA)

11.1 ROLE OF SIQ AS AN INDEPENDENT ASSESSMENT BODY

Within the scope of accredited inspection activities, SIQ may act as:

- Assessment Body (AsBo) in accordance with Commission Regulation (EU) No 402/2013,
- Independent Safety Assessor (ISA).

In its role as ISA, SIQ performs independent safety assessments of systems, subsystems, software, hardware, system integration activities and lifecycle processes in accordance with EN 50126-1, EN 50126-2, EN 50128, EN 50129, EN 50657, EN 50716 and other applicable railway standards.

The role of SIQ is to provide an independent professional judgement regarding the adequacy of processes, evidence, safety arguments and the achieved level of system safety.

11.2 RESPONSIBILITY FOR SYSTEM SAFETY

Regardless of the assessment results, full responsibility for the safety of the system, subsystem, product or change remains with the customer, proposer, manufacturer, integrator, operator or any other responsible organisation.

A positive opinion issued by SIQ does not constitute:

- acceptance of responsibility for system safety,
- approval of design solutions,
- acceptance of responsibility for risk management,
- transfer of responsibility for regulatory compliance,

- transfer of responsibility for system operation or maintenance.

11.3 ACCESS TO INFORMATION

The customer shall provide SIQ with timely access to all information, documents, records and personnel necessary for the execution of the assessment.

SIQ shall not be liable for consequences arising from inaccurate, incomplete or misleading information supplied by the customer or third parties.

11.4 IMITATIONS OF THE ASSESSMENT

SIQ's assessment is based on the documentation, evidence and information available at the time of assessment.

If modifications to the system, software, configuration, architecture, safety requirements or operating conditions occur after completion of the assessment, the customer shall inform SIQ accordingly. SIQ may require additional assessment activities or reassessment.

11.5 REPORTS AND OPINIONS

Safety assessment reports, independent assessment reports or other opinions issued by SIQ represent a professional judgement based on the evidence available at the time of assessment.

Such reports:

- do not constitute an authorization for operation,
- do not constitute approval of a product or system,
- do not replace decisions of competent authorities,
- do not constitute a guarantee of future safety or reliability.

11.6 USE OF EXTERNAL EXPERTS

SIQ may engage external experts or subcontractors for specific technical activities while retaining full responsibility for the final assessment and issued conclusions.

11.7 APPLICABLE REGULATIONS AND STANDARDS

Unless otherwise agreed, assessments are performed in accordance with the current editions of:

- Regulation (EU) No 402/2013,
- Regulation (EU) 2015/1136,
- EN 50126-1,
- EN 50126-2,
- EN 50128,
- EN 50129,
- EN 50657,
- EN 50716,
- applicable Technical Specifications for Interoperability (TSIs),
- national rules,
- other applicable regulations and standards relevant to the scope of assessment.

12 PREVENTION OF CONFLICTS OF INTEREST

SIQ ensures the impartial execution of all inspection activities in accordance with ISO/IEC 17020 requirements.

For each project, SIQ evaluates actual and potential conflicts of interest that could affect the independence of the assessment.

SIQ may refuse to perform the service or withdraw from the contract if circumstances are identified that could compromise its independence, impartiality or compliance with accreditation requirements.

The customer is obliged to inform SIQ of any circumstances that may affect the independence of the assessment.