

General terms and conditions of Železničná spoločnosť Slovensko, a.s. for purchase of goods (hereinafter GTC)

Seller agrees with publication of this Order on the website of Purchaser

General provisions

GTC shall apply to all orders concluded by Železničná spoločnosť Slovensko, a.s. (hereinafter "ZSSK" or "purchaser") for the purpose of purchase of goods.

These GTC comply with provision of §273 of Act no. 513/1991, as amended (hereinafter Commercial Code). Specific arrangements in order take precedence over these GTC.

Under these GTC contract is deemed concluded from the day of delivery of written confirmation of the order by Seller (also by email or fax) by which Purchaser accepts conditions proposed by Seller in order and these GTC or by delivery of goods by Seller to Purchaser.

I. Subject of compliance

Subject of compliance represents commitment of Seller to provide to Purchaser goods further specified in order and commitment of Purchaser to accept the goods at agreed place and pay the price agreed before. Unless agreed by stakeholders, Seller shall not be entitled to a partial fulfilment of subject.

II. Price and payment terms and condition

1. Price of the subject is agreed in accordance with Act no. 18/1996 on prices, as amended. Agreed price is specified in order, is without VAT and is set for each item separately. VAT will be applied on the top of the price of the subject of compliance - in accordance with applicable law.

2. Unless agreed by stakeholders, Seller's costs on packing, transport to the place of delivery and other costs associated with delivery of goods are included in the price of subject of compliance.

3. Purchaser is obliged to pay the price of subject based on invoice issued by Seller and delivered to Purchaser.

4. The period of invoices maturity is 30 days from the day of their issuance. In case that maturity date falls on rest days or non working days, the next working day will be considered as maturity date.

5. Seller is entitled to send an invoice earliest when the delivery of the goods is, according to the chapter IV, Delivery Conditions, N. 3, considered as completed. The invoice must be issued not later than 15 days after completing the delivery of the invoiced goods in case the seller has its official seat in the Slovak republic. In case the official seat of the Seller is in another country within EU, the invoice must be issued not later than 15 days after the end of the calendar month in which the delivery of the goods was completed. Financial obligation is met on the day when the required amount of money is debited from the account of Purchaser to the account of Seller.

6. The invoice shall contain all requirements in accordance with applicable law; all individually invoiced items have to be clearly defined and specified. Invoice has to contain also copy (photocopy) of order of Purchaser

7. If the invoice does not contain all necessary requirements, Purchaser is entitled to return the invoice to the Seller for revision with the fact that new invoice maturity date will start on the day of delivery of corrected invoice.

8. If the invoice maturity dates are not met, Seller is entitled to claim interest on late payment in the amount set according to the valid Commercial Code. The amount is set based on the invoiced price, for each day of delay and excluding VAT.

9. For non-compliance with the deadline of the delivery of the ordered goods, the Seller is obliged to pay to the Purchaser the contractual penalty in the amount of 0,05 % of the purchase price of the subject goods for each, even initiated day of the delay. However, the minimum amount is 50 € for each, even initiated day of the delay. The right of the Purchaser to compensation is not affected.

10. Seller agrees that claims against Purchaser will be not assigned to (and won't trade with them) the third party without prior written approval delivered by Purchaser.

11. The Seller with official seat in the Slovak republic agrees to settle the VAT obligation towards the tax administrator within the legal time limit. In case the obligation towards the tax administrator is not settled and this is followed by the Purchaser being forced liable to this VAT, the Seller is obliged, by reason of the compensation for damage, to settle the VAT in full extent towards the Purchaser. This is to be executed no later than 10 days after the delivery of statement of the VAT account to the Seller.

The basis for accounting is the copy of the tax payment confirmation. The tax-payment confirmation is issued by the tax authority.

Simultaneously, the Purchaser can charge the Seller with the penalty up to 0,03% from the sum that the Purchaser pays on behalf of the Seller for each day of the Seller's delay with the obligation towards the tax authority according to the first sentence, if the Purchaser paid the obligation on behalf of the Seller while the Seller - according to the sentence - becomes delayed on the day following the day when the Purchaser paid the transaction concerned to the Seller's tax authority on behalf of the Seller up to the day of payment (i.e. payment credited to the account) to the Purchaser - the day the sum paid by the Purchaser on behalf of the Seller will be credited to the account of the Purchaser by the Seller. To avoid doubts - paying the contractual penalty does not limit the Purchaser's right to claim the compensation of the damage caused by breach of obligation ensured by the contractual penalty in the full scope of the suffered damage (also above the limit of the contractual penalty)

12. The change of the bank details is possible only based on the written acknowledgement of the contractual parties, while such an acknowledgement must be signed by the statutory representatives of the contractual party the

changed bank details of which are being announced to the other contractual party.

III. Date and location of the compliance

1. Dates of compliance are stated in order. Purchaser accepts goods only on working days from 6.30 to 14.00 at the place designated in order or in DDP store of ZSSK. The change of dates of compliance is possible only upon agreement of stakeholders.

2. Place of compliance and delivery dispositions are stated in order.

IV. Delivery terms and conditions

1. Acceptance of goods by Purchaser shall be based on written acceptance protocol drawn up by stakeholders, which will act as proof of the subject compliance. Acceptance protocol must be signed by representatives of both stakeholders.

2. Seller is obliged not later than the last day of delivery of goods hand over to Purchaser all relevant documents in Slovak language which are necessary in terms of acceptance of goods.

3. Delivery of goods is considered as completed only after the quality and quantity check of goods and completeness of all relevant accompanying documents. In case of non-compliance of these documents with order, Purchaser reserves the right to refuse the delivery of goods.

4. Seller shall declare that the delivered goods are not burdened by rights of third parties.

V. Transfer of ownership and risk of damage

Ownership of goods and risk of damage are transferred to Purchaser by the act of acceptance of goods in accordance with conditions of acceptance.

VI. Liability for defects of goods

1. Seller is obliged to deliver goods which meet qualitative, quantitative characteristics and characteristics regarding the type of goods specified in order. Otherwise goods are defected and Seller is fully responsible for these defects in accordance with § 422 - 428 of the Commercial Code.

2. Unless agreed by stakeholders, Seller shall provide guarantee on qualitative parameters for the period of 24 months from the day of acceptance of goods.

3. If defects, which are covered by warranty, occur during the warranty period, Purchaser is obliged to send a written complaint within 14 days of their discovery, but no later than at the end of warranty period.

4. Warranty does not cover defects of goods caused by:

- Wrong manipulation or storage by Purchaser
- External factors, which were not caused by Seller or by other person presented during the fulfilment of obligation by Seller

5. Purchaser is (at the own discretion) entitled, in case of defected compliance, to file any of these claims, respectively their combination and during the debugging period the warranty period shall be suspended:

a. The exchange of goods with defects for goods without defects
b. Removing defects by correction of goods (if they can be corrected) by Seller and on expenses of Seller
c. Supplying the missing amount of goods
d. Price reduction - discount from the purchase price, which corresponds to the reduction from the value of goods as a result of qualitative defects, but at least 10% from the purchase price

6. Written complaint has to contain the following basic information - order number, delivery date and number of acceptance document, number of invoice, type of delivered goods, the claimed amount and choice of compliance.

VII. Withdrawal of order and termination of contractual relationship

1. Orders can be cancelled in cases stated by Commercial code and as well as:

1.1. If Seller or Purchaser is in delay with the compliance of obligations resulted from order more than 30 days

1.2. If delivered goods do not match agreed qualitative parameters, entitlement of Purchaser for contractual penalty and compensation for damage is not affected

2. Cancellation of order shall be communicated to the other party by written statement

3. Consequences of cancellation of order arise from the moment of delivery of the written statement to the other party

4. Order can be cancelled by Seller and by Purchaser also without giving a reason. The notice period of 3 months starts on the first day of the month following the delivery of notice to the other party. During the notice period, stakeholders are obliged to ensure the smooth compliance according to the order, unless otherwise agreed.

VIII. Final provisions

1. Articles which are not prepared according to order and these GTC and also relationships arising from these articles shall be governed and will be interpreted in accordance with legislation of Slovak Republic, in particular with relevant provisions of Commercial Code and subsidiary provisions of Civil Code.

2. Competence of these Terms and Conditions or their parts can be excluded by written agreement of stakeholders.

3. These GTC are an integral part of order.

4. Stakeholders agree, that all conflicts arising out of order and these GTC will be primarily solved by mutual agreement. In case that no agreement is reached, conflicts will be finally solved by court based in Slovak republic.

5. These GTC come into force and effect on 01/09/2018.