

General terms and conditions of Železničná spoločnosť Slovensko a.s. for provision of construction works (hereinafter GTC)

Contractor agrees with publication of this order on the website of Purchaser

General provisions

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

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 Contractor (also by email or fax) by which Contractor accepts conditions proposed by Purchaser in order and in these GTC.

I. Subject of compliance

Subject of compliance represents commitment of Contractor to provide to Purchaser construction works in full extent as further specified in order (hereinafter "Work"), and commitment of Purchaser of the construction work to accept the provided Work at agreed place and pay the price agreed before. The construction works are specified in detail in the addenda part of the order and defined by description, structural drawings, the project documentation and detailed item-calculation. Unless agreed by stakeholders, Contractor shall not be entitled to fulfil partially the subject of compliance.

II. Price and payment terms and condition

1. Price of the subject of compliance 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 charged on the subject of compliance separately in accordance with applicable law.

2. The agreed price includes expenses for mechanization, materials, construction-site equipment and expenses for transport. Also the expenses for safety measures in case of advert weather conditions and all operational conditions will be provisioned.

3. If the price of Work is increased during the contract period, Purchaser reserves the right to modify the scope of Work or withdraw from contract without any penalty, according to his/ her choice.

4. Contractor can only execute additional works if these are agreed on with the Purchaser in written form. Contractor defines reasons and presumed extent of the additional works in the report of the course of construction works. In the substantial case Purchaser confirms increase of original price or will issue a specific order for the additional construction works.

5. Contractor is entitled to send an invoice on the last day of service provision, but not later than 15 days after its provision. Financial obligation is met on the day when the required amount of money is debited from the account of Purchaser to the account of Contractor.

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

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

8. If the invoice maturity dates are not met, Contractor is entitled to claim interest on late payment in the amount of 0,025% from the invoiced price amount without VAT for each date of delay.

9. For breach of the deadline agreement, Purchaser is entitled to claim penalty in the amount of 0,025% from the price of subject of compliance - without VAT - for each day of delay. Purchaser's right for compensation is not affected.

10. Contractor agrees that claims against Purchaser will be not assigned to (and won't trade with them) the third party without written permission of Purchaser.

11. Contractor agrees to settle his/her obligation on VAT from the invoice towards the tax administrator until the legally appointed date. In case this obligation towards tax administrator is breached and followed by Purchaser being forced liable to this VAT, Contractor agrees, by reason of compensation for damage, to settle this VAT to Purchaser in full extent not later than 10 days after VAT account delivery to Supplier

III. Execution of construction works and audit

1. Contractor constructs Work at own risk in accordance with order, Purchaser's requirements, registered documentation, with acknowledgement of the Board of Works, respectively in accordance with building licence (if issued) and applicable law and relevant regulations and norms applicable within Slovak Republic.

2. Contractor will log a written report on the course of Work - building diary - where all important data on the course and weather conditions of construction works, justification and description of additional works will be logged. The start and completion of Work will be logged as well as removal of defects and finishing of incomplete works in accordance with the determined date of delivery in terms of delivery proceedings and instructions of Purchaser.

3. Contractor is obliged to invite the Purchaser to audit finished part of Work before roofing in case roofing is required. Later, the audit of the covered part of Work might not be possible and this part/these parts can become covered/inaccessible not before positive result of audit in written report or building diary. Contractor will announce the delivery date of the construction works to Purchaser in advance (in accordance with article IV, par.1).

4. For acceptance of Work, Purchaser will be represented by the person executing the technical supervision for the investor.

5. Any changes against order done by Contractor must be agreed on in advance with Purchaser and this must be logged in writing in building diary.

6. Contractor agrees to use construction products in accordance with Act no.80/1998 Coll. on construction products, as amended, to stick to the general technical requirements for construction of buildings, to stick to the conditions in area of the protection of work safety referral to Act no. 124/2006 Coll. On safety and health protection at work and agrees to protect the environment, regularly remove debris and waste collected at the course of works. Contractor is responsible for maintenance of the roads and parkways used for transportation of construction material and mechanization in course of construction works. Damage which occurs due to breach of these regulations will be financially covered by Contractor.

IV. Dates and place of compliance

1. Dates of compliance are stated in order. The change of dates of compliance is possible only upon agreement of stakeholders. Contractor of Work agrees to notify Purchaser on delivery of Work not later than 5 days prior to its completion

2. Place of compliance is stated in order.

3. Purchaser and Contractor will write protocol on delivery and acceptance of Work and it will be signed on the day of completion of the delivery proceedings.

4. Contractor removes the defects specified in Work acceptance protocol in agreed scope of time. Until the defects are removed, Purchaser does not accept Work as delivered (Work not delivered) and Contractor is not entitled to issue the invoice

V. Transition of the Ownership and the risk of damage

Ownership right on Work and on damage hazard are transferred on Purchaser with the act of acceptance in accordance with acceptance terms.

VI. Liability for defects

1. Subject of compliance is considered as defected mainly if it does not match the characteristics, result and purpose stated in order or the usual use or if it is in conflict with relevant standards and generally binding legal resolutions.

2. Contractor is fully liable for clearly defected compliance in case of complaint of Purchaser in relevant manner within 14 days of service provision, respectively in case of hidden defects within 6 months from the date of Work delivery.

3. Purchaser is (at the own discretion) entitled in case of defected compliance to file any of these claims, respectively their combination and Contractor is obliged to deal with the defective compliance as proposed by Purchaser:

a. Crediting of provided Work

b. Removing defects by correction of Work (if they can be corrected) by Contractor and on expenses of Contractor.

c. Purchase price reduction – discount from the purchase price, which corresponds to the reduction from the value of delivered Work as a result of qualitative defects, but at least 10% from the purchase price

d. New compliance without defects

4. Written complaint must contain the following basic information – order number, delivery date and number of acceptance document, number of invoice, type of provided service and proposal for settlement

VII. Cancellation of order and termination of contractual relationship

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

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

b. If provided service does not match agreed qualitative parameters, while entitlement of Purchaser for contractual penalty and compensation for damage is not affected

c. If the Seller does not meet the conditions resulting from the Act No. 222/2004 Voll. On Value Added Tax as amended.

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

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

4. Order can be cancelled by Contractor and/or Purchaser also without giving a reason. 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 regulated 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 only 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 22/05/2017.