

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

## Supplier 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 service provision.

These GTC comply with provision of §273 of Act No. 513/1991 Coll., 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 Supplier (also by email or fax) by which Supplier accepts conditions proposed by Purchaser in order and these GTC or by provision of service by Supplier to Purchaser.

### I. Subject of compliance

Subject of compliance represents commitment of Supplier to provide to Purchaser the service further specified in the Order, and commitment of Purchaser to accept the provided service at agreed place and pay the price agreed before. Unless otherwise agreed by stakeholders, Supplier shall not be entitled to fulfil the subject of compliance partially.

### II. Price and payment terms and conditions

1. Price of the subject of compliance is agreed in accordance with Act no. 18/1996 Coll. on Prices, as amended. The agreed price is specified in the Order, it is without VAT and set for each item separately. VAT will be charged to the subject of compliance separately in accordance with applicable law.

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

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

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

5. Supplier 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 Supplier.

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 the Order of Purchaser and a document confirming the transposition of service.

7. An annex to this invoice will also include detailed specification of the price, in term of subject and scope of provided service, time, when the service was provided and/ or working hours needed for provision of this subject by a particular employee on a particular date.

If the invoice does not contain the necessary requirements and/ or will not include detailed specification as mentioned in this point and/ or will not include an annex with specification (photocopy) of order and evidence, that confirm the acceptance of service by Purchaser as stated in point 6, and/ or Purchaser will have justified doubts about compliance of the scope of provided service with specification, Purchaser is entitled to return the invoice to the Supplier for revision and this can be done even repeatedly 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, Supplier 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 resp. for not meeting the date of the service provision stated in the Order, the Supplier is obliged to pay to the Purchaser the contractual penalty of 0,05 % from the price of the undelivered service for each, even initiated day of delay. However, the penalty will be minimum 50 EUR for each, even initiated day of delay. The right of the Purchaser to compensation is not affected.

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

11. Supplier 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, Supplier agrees, by reason of compensation for damage, to settle this VAT to Purchaser in full extent not later than 10 days after the VAT account delivery to Supplier.

### III. Dates and place of compliance

1. Dates of compliance are stated in the Order. The change of dates of compliance is possible only upon agreement of stakeholders.

2. Place of compliance is stated in order.

### IV. Acceptance terms and conditions

1. Acceptance of service provided by Supplier shall be based on written acceptance protocol drawn up by stakeholders, which will act as proof of the

provision of service. Acceptance protocol must be signed by representatives of both stakeholders.

2. Supplier is obliged, not later than on the last day of service provision, to hand over to Purchaser all relevant documents in Slovak language which are necessary in terms of acceptance of service.

3. Provision of service is considered as completed only after the quality check of provided service and completeness of all relevant accompanying documents. In case of non-compliance of these documents with the Order, Purchaser reserves the right to refuse the provided service. Purchaser will not be liable to any damages from delayed payment until Supplier fulfils its obligation on time and duly.

4. Supplier shall declare that the provided service is not burdened by rights of third parties.

### V. Transfer of ownership and risk of damage

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

### VI. Liability for defects

1. Subject of compliance is considered as defected mainly if it does match the characteristics, result and purpose stated in the Order or the usual use or if it is in conflict with relevant standards and generally binding legal resolutions.

2. Supplier is fully liable for clear 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 service provision.

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

a. Crediting of provided service

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

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

d. New compliance without defects

4. Written reclaim must contain the following basic information – Order number, delivery date and reference number of acceptance document, invoice number, type of provided service, description of the defect 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 Supplier or Purchaser is in delay with the compliance of obligations resulted from the 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

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

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

4. Order can be cancelled by 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 within the Order and these GTC and the relationships arising from them shall be governed by and will be interpreted in accordance with legislation of the Slovak Republic, in particular with relevant provisions of Commercial Code and subsidiary provisions of Civil Code.

2. Change of the bank account details is only possible with the written notice towards stakeholders. The written notice must be signed by the statutory representatives of that party to contract which is notifying the change to the other party to contract.

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

4. These GTC are an integral part of order.

5. Stakeholders agree, that all conflicts arising from the Order and these GTC will be primarily solved by the mutual agreement. In case that no agreement is reached, conflicts will be finally solved by a competent court based in the Slovak Republic.

6. These GTC come into force and effect on 01/04/2019.