

**General Terms and Conditions of Železničná spoločnosť Slovensko, a.s.**  
**for provision of the repair and maintenance services by the Service Centre**  
**(hereinafter as „Terms and Conditions“)**

**GENERAL PROVISIONS**

1. The Terms and Conditions (hereinafter T&C) shall be applied to the maintenance and repair orders concluded by Železničná spoločnosť Slovensko, a. s. (hereinafter „ZSSK“ or „Contractor“) with the purpose of providing the repair and maintenance services.
2. The T&C constitute the integral part of the maintenance and repair order in accordance with the Provision §273 Act No. 513/1991 Coll. Commercial Code, as amended (hereinafter „Commercial Code“) and the ordering party (hereinafter „Submitter“) confirms, by signing the maintenance and repair order, that it was acknowledged with these T&C and their contents is understood and agreed by the Contracting Party. Specific arrangements within the maintenance and repair order take precedence over these T&C.
3. In accordance with these T&C, the Contract shall be deemed concluded on the day when the Contractor's written confirmation of the maintenance and repair order, by which the Contractor accepts the terms proposed by the Contracting Party in the maintenance and repair order and in the T&C, has been delivered to the Submitter (including delivery via e-mail or fax).
4. The Contractor is Železničná spoločnosť Slovensko, a.s., Company registration Number: 35 914 939.
5. The Submitter is the Company which, based on the contract (the part of which are these T&C), ordered the provision of the repair and maintenance services.
6. Within the T&C, the Contractor and the Submitter may hereinafter be referred to as contracting parties or individually as contracting party each.

**I. Subject of performance**

1. The subject of performance is the commitment of the Contractor to provide the Submitter the repair and maintenance services (hereinafter as „services“ or „subject of performance“) as specified in maintenance and repair order and the commitment of the Submitter to pay for the provided services.

**II. Price and Conditions of Payment**

1. The price of the subject of performance is set in accordance with the Act No. 18/1996 Coll. as amended.
2. The Contractor will issue to the Submitter a separate invoice for each issued maintenance and repair order, the invoice contains the following data:
  - Type of performance
  - Date of finishing the repair/maintenance
  - Price for work
  - Price for material
  - Total price
3. The invoices will be issued by the Contractor as follows:
  - The invoice for repair/maintenance will be issued after collection of the performed work by representatives of the Submitter.
  - The invoice for repair/maintenance performed by sub-contractors will be issued additionally, after receiving the invoice from the sub-contractor.
4. The invoice date is 14 calendar days from the day on which it is issued by the Contractor. In case the invoice date is a non-working day or a bank holiday, the invoice date will be shifted to the next and closest working day.
5. If the Submitter is delayed with the payment of the issued invoice, the Contractor is entitled, according to this Contract, to require that the Submitter pays a delay interest of 0,03 % from the unpaid sum for each, also initiated day of delay.
6. The Submitter engages not to assign any liabilities towards the Contractor to a third party without the precedent written consent of the Contractor.
7. The change of bank contact information is possible only by written notification of the contracting parties. The notification must be signed by the statutory representative of the contracting party, which announces the change to the partner contracting party.

**III. Time and place of subject performance**

1. The place of performance is specified within the maintenance and repair order. The date of performance will be established between the Submitter and the contact person of the Contractor (the manager of the maintenance centre where the services will be performed). This contact person is referred to in the Quotation.
2. The order can be cancelled latest 24 hours prior to shunting the to-be-serviced rolling stock to the agreed premises. If the order is cancelled after this time limit or if the rolling stock is not shunted for the services to be performed, the Contractor is entitled to charge the contractual penalty of 50 Eur for each specific case.
3. The Submitter is obliged to shunt the rolling stock for the services to be performed on the agreed place and in the agreed time. The Submitter is obliged to provide the necessary cooperation to the Contractor to aim at the fast and effective delivery of the work. Especially the quick response to the questions of the Contractor concerning the facts observed during performance of the ordered services, subdeliveries, spare parts, extra work, etc.
4. The Submitter engages to demonstrably provide the Contractor with complete drawing documentation, technological procedures of the repair/maintenance works, books of repairs, specifications, norms, regulations, concerning the rolling stock repairs – and only based on these documents, the Submitter will order performance of the service works. In case of not delivering the documentation required in order the service works to be performed, the Contractor is entitled to refuse performance of the ordered services, or by mutual accord with the Submitter, the Contractor may perform the ordered services according to his documentation.
5. By ordering the services, the Submitter is entitled to modify the extent of the book of repairs for the individual maintenance degrees according to the own needs. This modification, however, must be performed before initiating the works and must be agreed on by the Contractor.

6. All the documentation provided by the Submitter at this point is the subject of intellectual property of the Submitter. Without the express consent of the Submitter, the Contractor is not entitled to use it beyond the limits of the requested works.
7. The Submitter engages to deliver the necessary material and spare parts. The Contractor shall provide the necessary material and spare parts only in exceptional cases and only if this material is on the Contractors stock and its delivery/use by the Contractor was agreed afore. In case the material and spare parts are not prepared, the Contractor is allowed to refuse work performance within the requested period and this until the Submitter ensures delivery of the necessary materials and spare parts.  
In case (i) the Submitter is delayed with cooperation and delivery of the spare part and /or (ii) if during work performance the need of new spare part arises, the Contractor can charge the Submitter, except the price for the works performance stated in the order, also the price for the time during which his facilities were blocked for the reason of this delay. The charge will be in accordance with the valid pricelist for using the facilities (such as crane, hoist, assembling canal). The contracting parties agreed on that such specification of the price is adequate and the price is properly specified.
8. The Submitter will ensure the disposal of the demounted spare parts, metal waste and the grey alloy waste (the worn-out break blocks) in accordance with the Slovak Republic legislation. The Submitter is obliged to dispose of the waste latest until the works are finished or to drive it away together with the serviced rolling stock.
9. The Submitter is obliged to provide the Contractor with necessary cooperation in order the works to be performed properly and in time.

#### **IV. Ownership**

1. The ownership of the serviced rolling stocks stays with the Submitter and is not transmitted to the Contractor.
2. The danger of damage and responsibility is transmitted onto the Contractor in the moment of takeover of the rolling stock for the repair/ maintenance and after performance of the Works when the rolling stock is returned to the Submitter, these are transmitted back onto the Submitter.

#### **V. OHS POLICIES**

##### **1. Obligations of the Submitter:**

- 1.1. To comply with the provisions of the Act No. 124/2006 Coll. on Occupational health and safety, as amended and to train its employees on the obligations accruing from tis Act.
- 1.2. To make its employees – who will perform the contractual activities in the premises of the Contractor and in respect to this contract - aware of the obligations accruing from the generally valid legal regulation.
- 1.3. Make its employees familiar with the document „General Rules of the Occupational Health and Safety in the Conditions of Železničná spoločnosť Slovensko, a.s.“.
- 1.4. To ensure the adequate electro-technical qualification of its employees working and staying in the space under the catenary wires according to the Regulation No. 205/2010 of the Ministry of Transport, Posts and Communications on the certain electro-technical facilities, certain activities and activities on the certain technical devices, as amended and according to the state norm STN 34 3109. (The safety rules for the activities on the catenary wires (traction wires) and in their vicinity).
- 1.5. Provide the employees of the Submitter the prescribed personal protective equipment.
- 1.6. To follow and make its employees familiar with the other rules or instructions of the Contractor, which are announced to the Submitter by the Contractor, especially those concerning the entry and stay in the premises/workshops of the Contractor.

##### **2. Obligations of the employees of the Submitter:**

- 2.1. To follow the generally valid rules and instructions of OHS, rules of the safe work and operational orders of the Contractor.
- 2.2. When entering the workshop of the Contractor, the employees of the Submitter will announce their presence to the manager of the workshop.
- 2.3. Respect the safety placards in the individual workshops.
- 2.4. Do not interfere with the manufacturing devices and do not perform the works for which the employee is not trained and certified.
- 2.5. Use the personal protective equipment when at work.
- 2.6. To follow the procedures in case of rescue operation, evacuation, and health damage including the first aid scenario.
- 2.7. To report, forthwith, to the competent contact person of the Contractor, any damage to the health that occurred in the premises of the Contractor, whether it includes unfitness for work or not, or to report the occurrence of the extraordinary situation- if the involved person is capable to do so.
- 2.8. To comply with the prohibition of alcohol, cigarettes and drugs in the workshops/premises of the Contractor.
- 2.9. To exercise the duties stated in the Act No. 513/2009 Coll. on Railroads as amended, the Act No. 514/2009 Coll. on the Transport on Railroads as amended, the Act No. 314/2001 Coll. on Fire Protection as amended and the Decree of the Ministry of the Interior of the Slovak Republic No. 121/2002 Coll. on Fire Prevention, as amended.
- 2.10. The Works requiring creation of special conditions to ensure the OHS and Fire Control may be initiated only with the consent of the competent manager of the given workshop where the works are to be performed.

##### **3. Obligations of the Contractor:**

- 3.1 The Contractor is obliged to create the conditions ensuring the OHS at its workshops.
- 3.2 The Contractor is obliged to demonstrably acquaint the employees of the Submitter (those who will perform works and will stay in the workshops and premises of the Contractor according to this contract) with the document „Directive on the danger, endangerment assessment and risk assessment procedures for performance of works within ZSSK“, with the respective Operating Instructions and exceptionalities of OHS in the workshops and premises of the Contractor.
- 3.3 To inform the employees of the Submitter about the general procedures in case of rescue operation, health damage, including the first aid scenarios (Traumatological plan within ZSSK, the Directive for recording, registration and investigation of the occupational injuries, other injuries, dangerous incidents and occupational diseases within ZSSK).
- 3.4 The manager of the given workshop of the Contractor will inform the employees of the Submitter about the contact person to be contacted in case of exceptional occurrence.
- 3.5 In case of injury of an employee of the Submitter to perform the immediate first aid procedures to inform the Submitter forthwith.

#### **VI. Liabilities of the Submitter**

1. The Submitter is, during performing its activities, obliged to ensure fulfilment of the duties according to the Act No. 364/2004 Coll. on waters and according to the amendment of the Act No. 372/1990 Coll. on offences as amended (Water Act), according to the Act No. 223/2001 Coll. on waste, resp. the Act No. 79/2015 Coll. on waste as amended, further according to the Act No. 17/1992 Coll. on the environment as amended, the Act No. 137/2010 Coll. on air, as amended and the Submitter is obliged to follow the instructions issued for the individual extraordinary case/situation by the competent state authority.
2. The Submitter is the separate legal entity towards the state respectively other administrative and controlling authorities and is responsible for compliance with all the legal provisions that are related to the Submitters activities. In case of breaching these provisions, the Submitter is fully liable for the breach as well as the Submitter will fully bear the sanctions imposed by the state authorities. The Submitter will, at its own expenses, maintain the premises and remove the consequences of the occurred situation, will remove the contaminated soil and material into the depth of the contamination and will deal with it further as with contaminated material according to the Waste Act, resp. according to the instructions issued by the Slovak Environmental Inspection.
3. The Submitter is liable for the damage caused by its employees to the Contractor or to the third persons being present in the premises of the Contractor.

#### **VII: Damage Compensation and Penalties**

1. The Contractor is entitled to refuse initiation of any maintenance/repair works if payments for the previously performed works were not received from the Submitter. The Contractor is entitled to refuse provision of any other services until the debt sum is paid. This time is not considered as the delay of the Contractor. The time limit for performing the submitted works starts to be counted from the moment the debt is paid by the Submitter.

#### **VIII: FINAL PROVISIONS**

1. The paragraphs not covered by the maintenance order and these T&C, as well as the accruing relationships, will be covered and regulated by the adequate legislation of the Slovak Republic, namely the adequate provisions of the Commercial Code and subsidiary provisions of the Civil Code.
2. The scope of these T&C or their parts can be excluded only by written consent of both contracting parties.
3. These T&C are an inseparable part of the maintenance and repair order.
4. The contracting parties agree that all controversies accruing from the maintenance and repair order or from these T&C shall, in preference, be solved by mutual consent. Shall the consent not be reached, shall those controversies be terminally decided by the appropriate court in the Slovak Republic.
5. The contracting parties agreed that the written documentation according to these T&C and the maintenance and repair orders delivered by the post will be deemed as delivered even if:
  - a) the contracting party refuses to accept the delivery - the valid date shall be the date of refusal by the contracting party,
  - b) the postal delivery will return as undeliverable or unaccepted within the delivery period - the valid date shall be the date when it is returned to the sender also in the case when the recipient was not acknowledged on the delivery,
  - c) the contracting party will send the documentation deliveries to the other contracting party, using the address that is stated as the legal address of the contracting party in the Business Register.