



General Terms and Conditions for Supply of Goods and Services Železničná spoločnosť Slovensko, a.s.

1. General conditions

- 1.1 **These General Terms and Conditions for Supply Goods and Services of Železničná spoločnosť Slovensko, a.s.** (hereinafter as „GTC“) determine the main principles and principles of the business relationship of the Contracting Parties based on the Order, the subject of which is the provision of goods, execution of works (construction works), services or other performances and performances by the Supplier.
- 1.2 **Definitions:**
- a. **Customer** or **ZSSK** – Železničná spoločnosť Slovensko, a.s. with its registered office at Rožňavská 1, 832 72 Bratislava, registered in the Commercial Register of the Municipal Court of Bratislava III, Section: Sa, File No. 3497/B, which has committed to accept goods, works (construction works) services or other performances at the agreed location and to pay agreed Price for them.
 - b. **Supplier** – natural or legal person performing business activities in the territory of the Slovak Republic, who has committed to the Customer:
 - i. To deliver movable property (goods) specified individually or in quantity and type and to transfer to the Customer the ownership right of this property.
 - ii. To perform the Work (construction Works) at its own expense and risk at agreed time and hand over the Work to the Customer.
 - iii. To provide the service, labour and other performances and performances on its own behalf and under its own responsibility and to hand it over to the Customer.
 - c. **Price** – remuneration for the performance of the Fulfilment.
 - d. **Fulfilment** – means any work, service, labour or any other performance or performance delivered to the Customer under the Purchase Order between Customer and Supplier. Unless otherwise agreed by the Parties, the Supplier is not entitled to partial Fulfilment.
 - e. **Purchase Order** – an Order for Fulfilment by the Customer from the Supplier identified as „Purchase Order“ signed by personnel or members of the Board of Directors of ZSSK or a facsimile of such signatures.
 - f. **Contracting Party** – means the Customer or the Supplier, together referred to as the „Contracting Parties“
 - g. **Commercial Code** – Act No. 513/1991 Coll. The Commercial Code, as amended.
 - h. **Civil Code** – Act No. 40/1964 Coll. The Civil Code, as amended.
 - i. **The VAT Act** – Act No. 222/2004 Coll. on Value Added Tax, as amended.
 - j. **Electronic Invoicing Act** – Act No. 215/2019 Coll. On Guaranteed Electronic Invoicing and the Central Electronic System and on Amendments to Certain Acts.
- 1.3 The GTC are prepared in accordance with the provision of § 273 of the Commercial Code and are an integral part of The Purchase Order. The specific arrangements in the Purchase Order take precedence over the GTC.
- 1.4 The legal relationship between Contracting Parties is considered to be concluded on the date on which the Supplier has delivered a written confirmation of the Purchase Order to the Customer's email address specified in the Purchase Order, by which the Supplier accepts the terms and conditions proposed by the Customer in the Purchase Order. If the Supplier fails to confirm the Purchase Order in written form to the Customer within three (3) working days from the date of delivery of the Order to the Supplier, the Purchase Order shall be cancelled from the outset on expiry of that period.
- 1.5 The GTC form an integral part of the Purchase Order.

2. Price and payment conditions

- 2.1 The Price is agreed in accordance with Act No. 18/1996 Coll. on prices, as amended. The agreed price is specified in the Purchase Order, is exclusive of VAT and is set for each item of the Fulfilment separately. VAT shall be applied to the Price in accordance with the applicable legislation effect at the time the tax liability arises.
- 2.2 The Price includes any and all costs incurred by the Supplier in connection with the Fulfilment, and in particular the Supplier's material costs, handling charges relating to the loading and unloading of the Fulfilment onto/ from delivery vehicle, including packing, pallets transportation to the place of delivery (unloading) and all costs on mechanism, materials, construction equipment, protective equipment in the event of adverse weather conditions, and consideration of operational impacts, as well as any and all costs incurred by the Supplier in connection with the Fulfilment. For the elimination of any doubts, in case of delivery of the Fulfilment from third country outside the EU, the INCOTERMS DDP (Delivered Duty Paid) shall apply and thus the Supplier's obligation to ensure, at its own expense and risk, the delivery of the Fulfilment to the place of delivery, the clearance of the Fulfilment for customs clearance, in particular the customs procedure, the payment of customs duties, taxes and other related charges.
- 2.3 The Price shall be paid by the Customer to the Supplier upon delivery of the Fulfilment, whereby a necessary condition for the invoice and payment of the Price is the handover of the Fulfilment to the Customer by signing the Delivery Note/ Acceptance Protocol by both Contracting Parties.
- 2.4 The Customer is obliged to pay the Price only on the basis of an invoice issued by the Supplier and delivered to the Customer, which must contain all the elements within the meaning of the applicable legislation, while the individual invoiced items must

be clearly defined and specified. The invoice shall also include copy (photocopy) of the Purchase Order and the Delivery Note/Acceptance Protocol, by which the Ordering Parties confirm the delivery or acceptance of the Fulfilment. In the event that the invoice does not contain the required elements, the Customer is entitled to return it to the Supplier for revision, with the new due date commencing on the date of receipt of the corrected invoice.

- 2.5 The invoice shall be issued and paid in EUR.
- 2.6 The due date for payment of an individual invoice is 30 (thirty) calendar days from the date of issue. If the due date of the invoice falls on a public holiday or non-working day, the due date shall be the next following working day.
- 2.7 The Supplier is entitled to invoice at the earliest on the date on which the Fulfilment is considered to have been fulfilled and delivered in accordance with clause 3.1 of the GTC. The invoice must be issued no later than 15 (fifteen) calendar days from the date of signing of the Delivery Note/Acceptance Protocol of the Performance if the Supplier is established in the Slovak Republic and within 15 (fifteen) calendar days from the end of the calendar month in which the Delivery Note/Acceptance Protocol was signed if the Supplier is established in another EU Member State.
- 2.8 The date of payment of the Price shall be considered to be the date on which the amount due is debited from the Customer's bank account to the Supplier's account.
- 2.9 The Supplier based in the Slovak Republic undertakes to indicate on the invoice the bank account numbers published in the list on the website of the Financial Directorate of the Slovak Republic (hereinafter as „FD SR list“). If the Customer pays the total amount indicated on the invoice to the bank account of the Supplier, which was indicated on the invoice, but not published in the list of the FD SR and subsequently the tax administrator requires the Customer to be liable for VAT, the Supplier is obliged to compensate the Customer for this VAT in full within 10 (ten) calendar days from the date of receipt of its statement to the Supplier. The Customer may also charge the Supplier a contractual penalty of 0.03 % of the amount paid by the Customer on behalf of the Supplier for each day the Supplier is in default of its obligation to the tax administrator under the first sentence if such Fulfilment was paid by the Customer on behalf of the Supplier. The Supplier shall be in default for the purposes of this sentence on the day following the day on which the Customer has paid to the Supplier's tax administrator such fulfilment on behalf of the Supplier until the date of payment (i.e., credit to the Customer's account) of the consideration provided by the Customer on behalf of the Supplier. For the avoidance of doubt, payment of the contractual penalty shall not limit the Customer's right to claim compensation for damages caused by the breach of the obligations secured by the contractual penalty to the full extent of the damages incurred (even beyond the amount of the contractual penalty).
- 2.10 The Supplier agrees not to assign (or otherwise deal with) its claims against the Customer to any third Party without the prior written agreement of the Customer.
- 2.11 The Contracting Parties accept that it is also possible to issue and deliver an invoice in accordance with the Electronic Invoicing Act. An invoice issued in this way must have all the elements pursuant to Section 2(2)(a) to (m) of the Electronic Invoicing Act. In order to be able to use electronic delivery of invoices, the Supplier is obliged to conclude a written agreement with ZSSK on electronic delivery of invoices in accordance with the VAT Act. For this purpose, the Supplier shall contact the Customer at the following address: ZSSKSeUD@slovakrail.sk.
- 2.12 **Price specifications regarding the delivery of the Work (construction work)**, which shall take precedence over the other provisions of this Article of the GTC:
 - a) In case of the need to increase the Price for the delivery of the Work (construction works) specified in the Order during the term of the Order, the Customer (i) reserves the right to adjust the scope of the Works, or (ii) to withdraw from the Order without incurring any contractual penalty, at the Customer's sole discretion.
 - b) The Supplier may only carry out Extra Works with the written agreement of the Customer, and the Supplier shall define the reasons for and the anticipated scope for carrying out the Extra Works in the Progress Record. If justified, the Customer shall confirm the increase in the original Price or issue a separate Purchase Order for the extra works.

3. Delivery conditions

- 3.1 On the acceptance of the Fulfilment by the Customer, the Contracting Parties shall, after performing the acts referred to in clause 3.3 of the GTC, execute a written Delivery Note/Acceptance Protocol, which shall be evidence of the compliance and of the delivery of the Fulfilment. The Delivery Note/Acceptance Protocol shall be signed by authorised representatives of both Contracting Parties.
- 3.2 The Supplier is obliged to hand over to the Customer all documents in the Slovak language necessary for the acceptance and use of the Fulfilment no later than on the day of delivery of the Fulfilment.
- 3.3 The Fulfilment is considered completed only after verification of its quantity, quality, and completeness of the relevant documents, by delivery at agreed location and within agreed period of time. In case of non-compliance with the Purchase Order, the Customer has the right to reject the Fulfilment. For the elimination of any doubts, the Customer shall not be in default until the Supplier has fulfilled its obligation in a timely and proper manner.
- 3.4 The Supplier declares that the delivered Fulfilment is not burdened by the rights of third parties.
- 3.5 The Supplier agrees to deliver the Fulfilment in accordance with the specifications set out in the Purchase Order, all relevant EN and STN technical standards and European Union standards.
- 3.6 Ownership of the Fulfilment shall pass from the Supplier to the Customer upon acceptance of the Fulfilment confirmed on the Delivery Note/ Acceptance Protocol.
- 3.7 **Delivery conditions specifications regarding the construction works and their control**
 - 3.7.1 The Supplier performs the work at his own risk in accordance with the Purchase Order, the requirements of the Customer, the submitted documents, the approval of the Construction Authority or the building permit, if issued, and in accordance with the applicable legislation and related legal regulations and standards in force in the Slovak Republic.
 - 3.7.2 The Supplier agrees to keep a written record regarding of the progress of the Work, construction logbook, which shall include all material and relevant data regarding the climate conditions and construction work progress, the justification and description of the extra work, the commencement and completion of the Work, the correction of defects and completion of deficiencies, in accordance with the time specified in the handover procedure and the Customer's instructions.
 - 3.7.3 The Supplier shall ask the Customer to inspect the completed part of the Work before its covering, if such covering is required, because it will not be possible to check the condition of the completed part of the Work later, and they will only

be covered or become inaccessible after the positive result of the inspection has been indicated in the written record or the construction logbook. The Supplier shall notify the Customer regarding the date of acceptance of construction work in advance.

- 3.7.4 The Customer shall be represented at the acceptance of the Work by person performing the Customer's technical supervision.
- 3.7.5 Any changes from the Purchase Order by the Supplier have to be agreed in advance by the Customer and recorded in writing in construction logbook.
- 3.7.6 The Supplier agrees to use construction materials in accordance with Act No. 133/2013 Coll. on construction materials and on amendment and supplementation of certain acts, as amended, to comply with the general technical requirements for the execution of construction, to comply with the conditions in the field of occupational safety in relation to Act 124/2006 Coll. on occupational safety and health protection and on amendment and supplementation of certain acts, as amended, to maintain order on the construction site and to protect the environment, to regularly remove waste and contamination resulting from his/her work or other activities. The construction supplier is responsible for the maintenance of the roads on which the construction supplier delivers materials and transports equipment during the construction work. Any damage resulting from a breach of this obligation shall be borne by the Supplier.
- 3.7.7 The Customer and the Supplier shall prepare an Acceptance Protocol on the handover of the Work, which they shall sign on the date of the completion of hand-over procedure. The deficiencies specified in the Acceptance protocol on Handover and Acceptance of the Work shall be corrected by the Supplier with agreed period of time. Until the deficiencies have been removed, the Customer shall not consider the construction work completed and the Work handed over the Supplier shall not be entitled to invoicing until then.
- 3.7.8 Construction works specified in the Appendix of the Purchase Order defined by description, drawings or design documentation and itemized budget.

4. Date and Place of Fulfilment

- 4.1 The date/time of Fulfilment is set out in the Purchase Order. The date/time of Fulfilment may be changed only by written agreement of the Contracting Parties.
- 4.2 The Supplier undertakes to notify the Customer of the handover of the Fulfilment (Deliverables) in the case of construction works at least 5 (five) working days prior to its completion.
- 4.3 The Customer shall only accept the Fulfilment on working days, between the hours of 8.00 a.m. and 2.00 p.m. at the location specified in the Purchase Order, unless otherwise agreed by the Contracting Parties.
- 4.4 The location of the Fulfilment and the transport arrangements are set out in the Purchase Order.

5. Liability for Defects in Fulfilment

5.1 The Supplier shall deliver the Fulfilment in the quantity, quality and workmanship specified in the Purchase Order. Otherwise, the Fulfilment shall be deemed defective, and the Supplier shall be liable for defects in accordance with the provisions of Sections 422 to 428 and Sections 560 to 565 of the Commercial Code.

5.2 Unless the Contracting Parties agree otherwise, the Supplier shall provide a guarantee for the quality parameters of the Fulfilment (Deliverables) in accordance with clause 3.5 of the GTC for a period of 24 (twenty-four) months from the date of acceptance of the Fulfilment by the Customer.

5.3 If defects covered by the warranty occur during the warranty period, the Customer shall be obliged to claim them in writing within 14 (fourteen) calendar days of their discovery, but no later than by the end of the warranty period.

5.4 The Supplier shall be obliged to process the claim and remedy the defects in the Fulfilment no later than 30 (thirty) calendar days from the date of written notification of the defect by the Customer.

5.5 The warranty does not apply to defects in the Fulfilment caused by:

a) improper handling or storage on the part of the Customer.

b) external events unless caused by the Supplier or persons with whose assistance the Supplier has performed its obligation under the Purchase Order.

5.6 The Customer shall (at its sole discretion) be entitled to assert any one or a combination of these claims in the event of defective Fulfilment, provided that the warranty period under clause 5.2 of the GTC shall not expire during the period of defect rectification:

a) replacement of the defective Fulfilment with a non-defective Fulfilment.

b) removal of defects by repair of the Work (if repairable) by the Supplier or at the Supplier's expense.

c) Delivery of the missing quantity of the Fulfilment.

d) Reduction of the Price by a discount from the Price corresponding to the reduction in value of the Fulfilment due to quality defects, but not less than 10% of the Price.

5.7 A written claim must contain the following basic information: (i) the Purchase Order number, (ii) the date of delivery of the Fulfilment, (iii) the number of the Delivery Note/Acceptance Protocol, (iv) the invoice number, (v) the type of Fulfilment delivered, (vi) the quantity claimed, (vii) the choice of claim, (viii) a description of the defect, and (ix) a proposal for settlement.

5.8 In particular, the Fulfilment is defective if it does not conform to the characteristics, result and purpose specified in the Purchase Order or for which it is normally used, or if it is in breach of the relevant standards and generally applicable law.

5.9 Specifics of liability for defects relating to the delivery of the work (construction work) and the provision of the service, which take precedence over the other provisions of this article of the GTC:

a) The Supplier shall be fully liable for manifestly defective Fulfilment, unless the Customer makes a claim in a qualified manner within 14 (fourteen) calendar days from the date of delivery of the Works or Services, or in the case of latent defects, within 6 (six) months from the date of delivery of the Works or provision of the Service.

b) The Customer shall be entitled (at its own discretion) to assert any one or a combination of the following claims in the event of defective construction works or services, whereby the warranty period under clause 5.2 of the GTC shall not expire during the period of defect rectification

i. crediting the invoice for the execution of the work/delivery of the service.

ii. rectification of defects by repair of the work/service (if repairable) by the Supplier at his expense.

iii. reduction of the Price by a discount equivalent to the reduction in the value of the work/service due to quality defects, but not less than 10% of the Price.

iv. by a new work/service free from defects

6. Sanctions

6.1 In the event of failure to meet the delivery date of any item of Fulfilment under the Purchase Order, the Customer shall be entitled to claim from the Supplier, by written demand, a contractual penalty of 0.05% of the Price of the item of Fulfilment not delivered on time for each day of delay, but not less than € 25, - for each day of delay, up to a maximum of 10% of the Price of the item of Fulfilment not delivered on time. The Supplier shall be obliged to pay the contractual penalty to the Customer within 14 (fourteen) calendar days from the date of receipt of the subject notice. The Customer's right to compensation for damages shall not be affected.

6.2 In the event of non-compliance with the deadline for the handling of the complaint pursuant to clause 5.4 of these GTC by the Supplier, the Customer may claim a contractual penalty of 0.05% of the Price of the claimed Fulfilment for each and every day of delay in processing the claim, but not less than € 25,- for each and every day of delay, but not more than 15% of the price of the claimed Fulfilment, and the Supplier shall pay the contractual penalty to the Customer within fourteen (14) calendar days from the date of receipt of the said notice.

6.3 In the event of the Customer's failure to comply with the invoice due date, the Supplier shall be entitled to claim default interest at the rate of the provisions of the applicable Commercial Code on the invoiced amount for each day of delay.

6.4 If the Customer fails to meet the invoice due date pursuant to clause 2.6 of this article of the GTC due to the Supplier's failure to disclose its bank account indicated on the invoice in the list of the FR SR pursuant to the applicable VAT Act, the Supplier shall not be entitled to interest on late payment.

6.5 For the avoidance of doubt, payment of the contractual penalty shall not relieve the Supplier of its obligation to continue to perform its contractual obligations under the Purchase Order and shall not limit the Customer's right to claim compensation for damages caused by the breach of the Supplier's obligations secured by the contractual penalty, both to the full extent of the damages incurred and in excess of the agreed amount of the contractual penalty.

7. Methods of termination of the contractual relationship

7.1 The contractual relationship established by the Purchase Order shall terminate:

7.1.1 upon delivery of the Fulfilment without defects and proper execution of its obligations under the Purchase Order, whereby it may not terminate before the expiration of all periods relating to the Fulfilment under the Purchase Order, in particular the relevant warranty period for the Fulfilment provided, the proper rectification of all defects claimed during the warranty period as well as all and any rights relating to the Fulfilment.

7.1.2 by written agreement of the Contracting Parties.

7.1.3 by written cancellation in accordance with clauses 7.2 and 7.3 of the GTC.

7.1.4 by written notice pursuant to clause 7.4 of the GTC.

7.2 The Purchase Order may be withdrawn from, except in the cases provided for in the Commercial Code, by:

7.2.1 if the Supplier or the Customer is in default of its obligations under the Purchase Order for more than 30 (thirty) calendar days.

7.2.2 if the Fulfilment provided does not meet the agreed quality parameters, without affecting the Customer's entitlement to contractual penalty and damages.

7.3 Withdrawal from the Order must be notified in writing to the other Party. The effects of the withdrawal shall commence upon receipt of the written notification by the other Contracting Party.

7.4 The Purchase Order may be terminated by both the Supplier and the Customer without giving any reason. The notice period of three (3) months shall commence on the first day of the month following the delivery of the written notice to the other Contracting Party. During the notice period, the Contracting Parties undertake to ensure continuous Fulfilment under the Purchase Order, unless otherwise agreed by the Contracting Parties. For the avoidance of doubt, the Contracting Parties agree that in the event of receipt of written notice of termination of the Purchase Order, the subject matter of which is a one-off Fulfilment, the subject Fulfilment shall not be performed and the notice period shall run.

7.5 Delivery of a written notice (withdrawal from the Purchase Order, termination of the Purchase Order) shall be deemed to be both (i) physical delivery of the written notice by letter (ii) and delivery of the written notice by mail to the email address of the Contracting Party specified in the Purchase Order. For the validity and effectiveness of the legal act in question, one of the above forms shall be sufficient without additional verification by the other form.

8. Special provisions

8.1 Confidential Information provided, conveyed, communicated, disclosed and/or in any other manner obtained by one Contracting Party from the other Contracting Party pursuant to and/or in connection with any Purchase Order may be used solely for the purpose of delivering the Fulfilment. The Contracting Parties undertake to keep the Confidential Information, as well as all information provided, transmitted, communicated, disclosed and/or in any other way obtained by the Contracting Parties under and/or in any connection with the Purchase Order, strictly confidential, to keep it secret and to protect it from misuse, damage, destruction, deterioration, loss and theft, even after the termination of the contractual relationship established by the Purchase Order.

8.2 The obligation of the Contracting Parties to maintain confidentiality of confidential information shall not apply to information which:
(a) has already been disclosed prior to the signing of the Purchase Order, which must be demonstrable on the basis of the documents provided proving this fact;
b) it is to be disclosed pursuant to an obligation imposed by law, a decision of a court, a prosecutor's office, or other authorised public authority.

8.3 The Contracting Parties declare that, in accordance with the EP and EC Regulation on the protection of natural persons with regard to the processing of personal data, as well as Act No. 18/2018 Coll. on the protection of personal data and on the amendment and supplementation of certain acts, as amended, they have taken appropriate technical and organisational measures to ensure that personal data are processed only for a specific purpose, with the consistent application of the principle of minimising the amount of personal data obtained and the scope of processing, the storage period and the accessibility of the personal data.

8.4 Information on the protection of personal data in ZSSK addressed to the Company's contractors, their employees and representatives is available on the website: <https://www.zssk.sk/ochrana-osobnych-udajov/>, about which the Supplier is obliged to inform the data subjects.

8.5 ZSSK does not tolerate any form of corruption and undertakes to act in accordance with the approved Anti-Corruption Programme: <https://www.zssk.sk/protikorupcny-program/>. The Supplier undertakes to familiarise itself with the Anti-Corruption Programme and to act in accordance with it.

9. Final Provisions

9.1 The legal relations of the Contracting Parties not regulated by the Purchase Order and these GTC shall be governed by and interpreted on the basis of and in accordance with the laws in force in the Slovak Republic, in particular the relevant provisions of the Commercial Code and, in the alternative, the provisions of the Civil Code.

9.2 The Supplier agrees to publish the Purchase Order on the Customer's website.

9.3 Changes to the bank details of the Purchase Order shall be possible only upon written notification by the Contracting Parties, and such notification shall be signed by persons authorised by the Contracting Party notifying the other Contracting Party of the change of details.

9.4 The applicability of these GTC or any part thereof may only be excluded by written agreement of both Contracting Parties.

9.5 The Contracting Parties agree that all disputes arising out of the Purchase Order shall preferably be settled by mutual agreement. If no mutual agreement is reached, disputes shall be finally settled by a court of competent jurisdiction in the Slovak Republic in accordance with applicable law.

9.6 These GTC shall enter into force and effect on 01.04.2024.