

General terms and conditions of ŽELOS, spol. s r.o. for revisions, repairs and storage of freight railway wagons

1. General Provisions

1.1. These General Terms and Conditions (hereinafter referred to as “GTC”) govern the rights and obligations of ŽELOS, spol. s r.o. (hereinafter referred to as “Provider”) and customers (hereinafter referred to as “Customer”) in providing services related to the repair, maintenance, and storage of freight railway wagons.

1.2. These GTC form an integral part of every contract between the Provider and the Customer concerning the repair or storage of railway wagons unless explicitly agreed otherwise.

1.3. The Customer accepts these GTC by concluding a contract, submitting an order, or delivering wagons to the Provider.

2. Definitions

2.1. The Customer is a legal or natural person for whom the Provider performs the repair or storage of railway wagons.

2.2. The Depot Operator is a person who provides storage of railway wagons based on ownership, lease, or other rights.

2.3. A Depot is a designated area for parking railway wagons, connected to the public railway network, where wagons do not obstruct railway traffic.

2.4. Wagon storage services include services related to parking railway wagons for a specified period at an agreed depot.

2.5. A Price Quotation is a written document from the Provider to the Customer, outlining the conditions of storage, including the depot location, the number of wagons, the price, and the duration of the parking.

2.6. The Price refers to the cost of repairs, related services, or the storage of railway wagons.

3. Subject of the Agreement

3.1. The Provider undertakes to perform repairs and maintenance, or other ordered services, on the Customer’s railway wagons or to ensure their storage in accordance with the agreement and these GTC.

3.2. The scope of work on the wagons or storage is always agreed upon in advance based on the wagon’s diagnosis or the Customer’s requirements.

4. Prices and Payment Terms

4.1. The price for the provided services will be determined according to the Provider’s current price list or agreed upon in the contract, and may include costs for materials, labor, transportation, depot handling, and other services.

4.2. Invoices are payable within 30 calendar days from the date of issuance, unless agreed otherwise.

4.3. In case of late payment, the Customer is obliged to pay the Provider a contractual penalty of 0.05% of the outstanding amount for each day of delay.

5. Completion Dates

5.1. The completion date for repairs or storage will be determined depending on the scope of services provided and the availability of spare parts or depot capacity.

5.2. The Provider reserves the right to extend the completion date in case of unexpected circumstances such as additional defects discovered, unforeseen repair scope, delays in material and spare part deliveries, or failure by the Customer to provide all necessary documents.

5.3. The Provider is not required to maintain stock of spare parts necessary for the repair of the railway wagons before starting the work.

6. Handover and Acceptance of Railway Wagons

6.1. The repaired or stored wagon will be handed over to the Customer upon completion of all agreed works or storage and after all due payments have been made.

6.2. The Customer is obliged to accept the wagon after being notified of the completion of repairs or storage.

6.3. If the Customer does not collect the wagon within 5 days after notification of completion, the Provider is entitled to charge a storage fee of EUR 33 for each day of delay. If the wagon must be transported to a depot, the Customer is also responsible for all related transportation costs.

7. Rights and Obligations – Wagon Storage

7.1. Based on the contract or order, the Provider will arrange for the parking of the specified railway wagons at the agreed depot, in the event of available capacity, in its own name and at the Customer's expense.

7.2. The Provider is not responsible for the fulfillment of the depot operator's obligations.

7.3. The transport company is obliged, if possible, to provide the Customer with the necessary information for sending wagons to the depot.

7.4. The Customer is obliged to transport the railway wagons to the depot at their own expense.

7.5. The Customer must agree with the Provider on the number and types of wagons and the date of their arrival at the depot before sending the wagons.

7.6. If the wagon is delivered to the Trnava station (Žst. Trnava), transportation costs from Trnava to the depot will be invoiced to the Customer according to the current price list. The same price will be invoiced for transport from the depot to the Trnava station.

7.7. Additional requested services or extra costs incurred will also be invoiced to the Customer.

7.8. The Customer is responsible for arranging the collection of railway wagons from the depot at their own expense, no later than on the day the agreed storage period ends or at the termination date of the contract.

7.9. The costs payable by the Customer include the depot usage fees and shunting fees at the depot.

7.10. During any delay in the collection of railway wagons by the Customer, the Customer is obliged to continue paying the agreed price to the Provider and cover any costs incurred due to the delay in removing the wagons from the depot.

7.11. The Customer must deliver railway wagons to the depot in an empty state. If the wagons contain remnants of cargo, the Customer is responsible for securing the wagons against unauthorized cargo release and handling by third parties. The Customer must inform the Provider in writing if there are any cargo remnants in the wagons and any related risks or restrictions.

7.12. The Provider is not required to check the condition of the railway wagons upon their delivery to or release from the depot.

7.13. The Provider is not liable for damages, losses, or unauthorized use of the railway wagons during their storage at the depot.

7.14. The railway wagons are not insured by the Provider during their storage at the depot.

7.15. In case of an unavoidable event that necessitates or threatens to necessitate movement of the wagons within the depot, the Provider has the right, but not the obligation, to take the necessary

measures without prior notice to the Customer. In such cases, the Customer must cover the related costs (e.g., relocation, transfer to another location, etc.).

7.16. The Provider and the Customer are obliged to cooperate and promptly share all necessary information.

8. Warranty and Claims

8.1. The Provider offers a 6-month warranty for repairs from the date of delivery of the repaired wagon, unless agreed otherwise.

8.2. The warranty does not cover defects arising from normal wear and tear, improper use, or unauthorized intervention by the Customer or third parties, such as mishandling by personnel other than the Customer's employees.

8.3. Claims must be submitted by the Customer in writing to the Provider without undue delay, but no later than 10 days after discovering the defect.

8.4. Repairs subject to a claim cannot be carried out without the Provider's consent. If repairs are made without such consent, the right to claim the warranty will be void.

9. Liability for Damages

9.1. The Provider is liable for damages caused by faulty repairs up to the amount of the provided service.

9.2. The Provider is not liable for damages to the wagon during storage, nor for damages caused by force majeure, improper use, or failure to report all defects.

10. Termination of Contract

10.1. The Customer is entitled to terminate the contract if the Provider unjustifiably fails to meet the completion deadline by more than 40 days.

10.2. The Provider is entitled to terminate the contract if the Customer is more than 30 days late in paying invoices.

11. Final Provisions

11.1. These GTC are effective from the date of their publication on the Provider's website.

11.2. In the event of a conflict between these GTC and an individual contract, the individual contract shall take precedence.

11.3. All disputes arising from these GTC or contracts will be resolved primarily through agreement, and if no agreement is reached, they will be settled by the competent court under the legal system of the Slovak Republic

ŽELOS, spol. s r.o.

Date: 24.10.2024

Place: Trnava