

**Contract no. xx/20xx
for provision of services for refuelling of motive power units of railway
undertaking on the railway infrastructure of ŽSR (hereinafter the “Contract”)**

concluded in terms of Section 269 paragraph 2 of the Act No. 513/1991 Coll.
the Commercial Code as amended.

CONTRACTUAL PARTIES

Business name: **Železnice Slovenskej republiky, Bratislava (in abbreviated form “ŽSR”)**

Registered seat: **Klemensova 8, 813 61 Bratislava**
Incorporated in the Business Register of the District Court Bratislava I, Section Po, Insert no. 312/B

Statutory body: **XXXXXXXXXX, Director General
Železnice Slovenskej republiky**

Authorized representative: **XXXXXXXXXX, Director, Department of Commerce, ŽSR DG**

Bank details: **Všeobecná úverová banka, a.s.
Tatra banka, a.s.
Slovenská sporiteľňa, a.s.**

IBAN: **SK11 0200 0000 3500 0470 0012
SK14 1100 0000 0026 4700 0078
SK94 0900 0000 0000 1144 6542**

VAT No: **SK2020480121**

(hereinafter referred to as the “Infrastructure Manager”)

and

Business name:

Registered seat:

Statutory body: **Board of Directors**

Bank details:

Account no.:

CIN:

VAT registration no.:

(hereinafter referred to as the “Railway undertaking”)

ARTICLE I SUBJECT OF THE CONTRACT

The subject of this contract shall be the arrangement of mutual rights and obligations during the refuelling in railway stations referred to in Annex 1 into motive power units of railway undertakings between the infrastructure manager and the railway undertaking in terms of the Act of the National Council of the Slovak Republic No. 513/2009 Coll. on Railroads as amended by later regulations (hereinafter as the "Act on Railroads") and the Act No. 364/2004 Coll. on Waters and on amendment of the Act of the Slovak National Council No. 372/1990 Coll. on Offences as amended by later regulations (Water Act), and the Regulation of the Ministry of Environment of the Slovak Republic No 200/2018 Coll. which defines details of handling hazardous substances, proper development of emergency plan, and procedures to face exceptional deterioration of water, the Act of National Council of the Slovak Republic No. 314/2001 Coll. on Fire protection as amended, the Regulation of Ministry of Environment of the Slovak Republic No. 121/2002 Coll. on Fire prevention as amended and the Regulation of Ministry of Environment of the Slovak Republic No 96/2004 Coll. establishing principles of fire protection handling and storage of flammable liquids, heavy heating oils and vegetable and animal fats and oils.

ARTICLE II DURATION OF THE CONTRACT

The contract shall be concluded for the validity period of the contract for access to the railway infrastructure no..../20.. of.....20.., which the RU has concluded with ŽSR as the IM.

ARTICLE III RIGHTS AND OBLIGATIONS OF THE CONTRACTUAL PARTIES

1. The railway undertaking shall be obliged to have concluded the contract for access to the railway infrastructure of ŽSR prior conclusion of the contract.
2. The railway undertaking shall be committed to supply fuel (marked diesel fuel) only into its own motive power units.
3. The infrastructure manager undertakes, under conditions agreed herein, to enable to the railway undertaking the refuelling of the own motive power units, which are used for the transport operation on the railway infrastructure.
4. Railway undertaking shall be obliged to respect the conditions specified in this contract as well as technological procedures during the refuelling of motive power units on prior agreed and by respective Regional Directorate approved railway stations (Article VII herein) and is aware that its activities cannot disturb the safety and continuous operation of railway transport.
5. During the refuelling of motive power units, the staff of the railway undertaking shall respect the provisions of the Act on Railroads and the acts and regulations on protection of the environment and the fire protection as well as the provisions presented in this contract as defined by the infrastructure manager.
6. In the case of the investigation of the breach of these provisions and in the case of the leak of the substances harmful for waters, the infrastructure manager and the railway undertaking will cooperate. On behalf of the IM an investigation will be attended by environmental engineer from the respective Regional Directorate, railway station master and other concerned person aggrieved by incurred activity.

ARTICLE IV CONDITIONS FOR REFUELLING

1. Refuelling shall be realized only under permanent control of the operating staff provided by the railway undertaking is responsible that the location after the refuelling is finished will remain in accordance with the measure of the infrastructure manager. The railway undertaking shall any even a minor event incurred during refuelling report to station master or dispatcher.
2. Under each of the flanged connection, there must be placed an intercepting tub resistant to the action of the refuelled substance with the cubature of at least 150 litres. During the refuelling there must be used an absorption substance (vapex) in the appropriate volume and a hydrophobic surface. The railway undertaking has to ensure that location will remain clean and in order after the finish of the refuelling. Tanks and impure substance shall be taken away by the railway undertaking.
3. Refuelling must be realized in such a manner to prevent leak of the hazardous substance into the canalization, water course or underground water. Location for the refuelling must be protected by an appropriate absorbent material, textile fabric, prior valve is open.
4. The railway undertaking shall incorporate the details of handling with the hazardous substance in its Preventive measures program to prevent uncontrollable leakage of hazardous substances into the environment including a procedure in case of a leak in terms of the annex of the Regulation of the Ministry of Environment of the Slovak Republic No. 100/2005 Coll. as amended. The Emergency plan approved by the competent Inspectorate of the Environment (SIŽP), Department of water protection is part of Consent for handling with hazardous substances issued by respective District authority, Department of Environment. The consent for handling with hazardous substances shall be retained in railway station where refuelling is performed.
5. Handling with fuels must be carried out in accordance with the applicable Regulation for International Carriage of Dangerous Goods by Rail (RID). When handling fuels be solely standardized agents (reduction, etc.) shall be used.
6. The principles of fire protection when handling flammable liquids has to be observed in accordance with the Regulation of the Ministry Interior of the Slovak Republic No. 96/2004 Coll.
7. Refuelling shall not be performed during adverse weather conditions (e.g. heavy rain, heavy snowfall, hailstorm, etc.) as to avoid floating of oil substances or extraordinary water deterioration. In justified cases (e.g. difficult operational conditions, transportation of dangerous goods, etc.) the infrastructure manager can prevent the railway undertaking from refuelling for a certain time period.
8. Procedure for elimination of extraordinary water deterioration shall be governed by emergency plan elaborated by the railway undertaking and those activities (if necessary) can be modified by measures adopted by a working group established by the Slovak Inspectorate of the Environment (SIŽP). In case the site is not attended by representative of state administration, the incurred situation is managed by a competent employee of the infrastructure manager.
9. Railway undertaking shall bear the full costs for conducting immediate measures as well as the costs for consequential measures of elimination of extraordinary water deterioration. The details of elimination of extraordinary water deterioration will be negotiated between the railway undertaking and the infrastructure manager for each case of extraordinary water deterioration separately.
10. Designated employee of the infrastructure manager will ensure occasional supervision of refuelling as specified in technological procedures.

11. If the control authority of the state administration for environmental protection and State Fire Supervision Board will impose any penalty on the infrastructure manager relating, for the breach of the Act No. 364/2004 Coll. as amended, Act No. 79/2015 Coll. as amended, Act No. 314/2001 Coll. as amended, Regulation No. 121/2002 Coll., Regulation No. 121/2002 Coll., Regulation No. 96/2004 Coll. and other relevant regulations, the railway undertaking shall bear all these penalties and sanctions and is obliged to repay these costs to the infrastructure manager.
12. The railway undertaking is obliged to have elaborated measures for the prevention and remedying of environmental damage in accordance with the Act of the National Council of the Slovak Republic No. 359/2007 Coll. on the prevention and remedying of environmental damage and amendments to some acts.
13. The railway undertaking shall announce to Železnice Slovenskej Republiky, Bratislava, Directorate General, Department of Traffic Management (Dept. 410) and Department of Expertise (Dept. 230), the contact details of its competent employees (names, telephone numbers) who will be immediately notified in case of exceptional event – accident during a refuelling .

ARTICLE V

SAFETY- TECHNICAL CONDITIONS OF REFUELLING

1. The railway undertaking shall be committed to keep the provisions of the Act No. 124/2006 Coll. on Occupational Safety and Health Protection as amended by later regulations, and of the Regulation ŽSR Z 2 – “Staff occupational safety applied at Železnice Slovenskej republiky“.
2. Based on the risk determination, the railway undertaking shall provide its employees with personal protective equipment in accordance with the above mentioned legislation as well as with the Act of the National Council of the Slovak Republic No. 355/2007 Coll. on the Protection, Promotion and Development of Public Health and on Amendments to Certain Acts, as amended, while in accordance with the Regulation Z 2, the employees by RUs entering tracks must wear an orange high visibility safety vest with reflective grey strips.
3. Competent employees of the railway undertaking, who will enter the tracks managed by ŽSR and perform refuelling have to be trained in the field of relevant provisions of Regulation Z 2 in terms of Regulation Z 3 – “Professional competence applied at ŽSR” by the authorized internal unit, which is ŽSR-Central Institution for Education and Psychology.
4. Before the start of refuelling, the employees of railway undertaking are obliged to get register at the particular station-master or station dispatcher, who will inform them about the local conditions of the refuelling work-station and who will secure the occasional control of refuelling.
5. At the location where taking fuel samples from tanks will be performed, the employees of the railway undertaking must have a training on performance of works at heights and have to be equipped with appropriate personal protective equipment for works at heights in accordance with the Decree of Ministry of Labour, Social Affairs and Family of the Slovak Republic No. 147/2013 Coll. laying down details for safety and health during construction work and work related and details about professional competence to perform certain work activities. In the case of refuelling from the tanks sided on the common loading and unloading tracks under or around overhead contact lines, conditions in terms of STN EN 34 3100 and STN EN 34 3109, safety regulations on the working on or near overhead contact lines. The employees have to be educated in the particulars provisions and safety regulations.

6. In the case of work injury during the refuelling, there must be immediately realized arrangements to protect the health or to save the life of the employee by RUs and the injury must be immediately reported to the particular station dispatcher and to the contact person of railway undertaking. Moreover there must be fulfilled the conditions defined in the Act on the National Council of the Slovak Republic No 124/2006 Coll. as amended by later regulations, and the Decree No. 500/2006 Coll. stipulating the form of the report on a registered industrial injury.
7. It is strictly prohibited to perform refuelling and supply of fuel to a motive power unit by an intoxicated employees of railway undertaking. If an employee of infrastructure manager supervising refuelling has a suspicion of intoxication, he/she is obliged to report about his/her suspicion to the competent manager of railway undertaking.

ARTICLE VI INDEMNITY

The compensation of damage is applied according to the binding legal regulations.

ARTICLE VII TECHNOLOGICAL PROCESSES OF REFUELLING

1. The technological processes shall be elaborated by the railway undertaking in cooperation with relevant railway station and submitted to the respective Regional Directorate in territory of which refuelling will take place. These technological procedures will become the part of operational rules of the respective railway station.
2. The list of railway stations agreed by respective Regional Directorate with approved technological procedures for refuelling and supply of fuel to motive power units of a railway undertaking shall become an integral part of Annex 1 to this Contract.

ARTICLE VIII TERMINATION OF THE CONTRACT

1. The contract should be terminated by :
 - mutual written agreement of both parties
 - written withdrawal of the contract
2. The parties may withdraw from the contract in cases stipulated herein and by Section 344 cons. of the Commercial Code.
3. In the case of breach of the contract conditions by the contracting party, the other contracting party may withdraw from the contract with immediate effect. Abandonment of the contract must be announced to the second contracting party in a written form.
4. The validity and effectiveness of the contract shall cease on date of termination of the contract no...../20.. of.....for access to the railway infrastructure, concluded between the railway undertaking and the infrastructure manager.
5. The infrastructure manager may withdraw from the contract with immediate effect if the railway undertaking in performing its activities does observe the approved technological procedures and endangers the safety of railway transport.
6. The withdrawal from the contract shall not result in cessation of the rights to settle obligations resulting from this contract as of the day of the contract termination.

**ARTICLE IX
TRANSITORY AND FINAL PROVISIONS**

1. The provisions of the contract may be modified or supplemented only in the form of written supplements signed by authorized representatives of both contractual parties
2. The contractual parties has mutually agreed that contractual relations not governed by this contract shall be governed the Commercial Code and other legal regulations of the Slovak Republic
3. The contractual parties have agreed solve any disputes by agreement. In case an agreement could not be found, any disputes arising from legal relations contained in the contract or relating to the contract, shall be submitted by contractual parties for a court decision to competent general court of the Slovak Republic.
4. Annex No1 shall become an inseparable part of the contract.
5. The mutual relationships of the contractual parties shall be governed by the provisions of the Commercial Code and generally binding legal regulations of the Slovak Republic. The legal relationship stemming from this contract shall be governed by the laws of the Slovak Republic. Any disputes arising from this contract shall be decided by the competent court of the Slovak Republic, in the Slovak language. Slovak interpretation of the documents and contracts shall be binding.
6. The contract shall be made in four copies, of which the infrastructure manager shall obtain two copies, and the railway undertaking shall obtain two copies.
7. The contract enters into force on the day it is signed by the authorised representatives of both contractual parties.

Done in Bratislava, on:

On behalf of the infrastructure manager

On behalf of the railway undertaking

Director General
Železnice Slovenskej republiky

Chairman of the Board

Vice-Chairman of the Board

Annex 1

List of railway stations providing for refuelling by the railway undertaking (business name)

No.	Railway station (RST)	Track no.
1		
2		
3		
4		
5		