

Arriva General Terms and Conditions

I General provisions

1. These General Terms and Conditions (hereinafter: GTCs) are part of contracts and/or purchase orders in connection with the purchase of goods or services by the buyer, concluded by **Arriva d.o.o., Ulica Mirka Vadnova 8, 4000 Kranj**, and/or **Arriva Dolenjska in Primorska d.o.o., Kolodvorska cesta 11, Koper – Capodistria** (both companies hereinafter: Arriva or the Buyer) and a third party as a supplier of goods and/or service provider (hereinafter: the Supplier).
2. The Supplier shall accept these GTCs without hesitation when accepting a purchase order issued by the Buyer or signing a contract with the Buyer. All the terms and conditions set by the Supplier (which includes its GTCs, but is not limited to them) apply only if explicitly acknowledged by the Buyer in the contract, otherwise such conditions cannot be imposed on the Buyer, even if a reference to them appears in the document, issued by the Supplier. No amendment to these GTCs or withdrawal from any provision contained therein shall be valid unless provided in writing by the Buyer or Supplier.
3. *The “Arriva Code of Conduct for Business Partners”, “Responsible Procurement Policy” and “Arriva Group Anti-Bribery Policy”* are integral parts of these GTCs, and the Supplier agrees to comply with the valid versions of these documents as available on Arriva website: <https://arriva.si/> in full, respect them and act in accordance with them. If the supplier is unable to comply with any of the changes in those documents, he shall immediately inform the Buyer in writing.
4. The explicit provisions of the parties to the contract which differ from those GTCs shall take precedence over the provisions of those GTCs.
5. A third party response to an Arrive order containing additions, restrictions or other changes shall not be deemed accepted or confirmed by the Buyer, but only as a new offer requiring the explicit written confirmation by Arriva.
6. The goods or services must comply with all requirements set out in the contract in question and must comply with the legal regulations of the Republic of Slovenia as well as with the legal regulations of the European Union, their rules and standards, including relevant requirements for quality, environment and security. The supplier is solely responsible for ensuring that the goods or services comply with the legal regulations of the Republic of Slovenia and the European Union.

II Price

1. The price of goods or services shall be agreed between the parties to the contract. This price is binding and fixed and includes all taxes (except value added tax, which must be shown separately), duties and fees related to the contractual objectives, as well as costs arising from packaging, insurance and transport to the place of delivery or execution (hereinafter: delivery), as well as the customs procedure, and all other costs of the Supplier arising from the delivery of such goods or services, unless otherwise agreed in writing between the buyer and the seller. The price is always agreed in euros, and the cost of each currency change is borne by a third party.
2. The price can be agreed in the form of a price list. In this case, the contract in question must contain a specific price list. Price list changes are possible only with the consent of the contracting parties in writing. The Supplier must propose a change in the price list at least three (3) months before the intended change.

III Payment terms

1. Arriva undertakes to pay the agreed price on the basis of the invoice.
2. The Supplier has the right to issue an invoice only after the purpose of the contract in question has been fulfilled (after the delivery of the goods or services rendered).
3. The Supplier issues an invoice no later than 8 days after the service rendered or the delivery of goods.
4. The invoice issued shall comply with the requirements laid down for tax documents or commercial documents.
5. Arriva preferentially accepts invoices in e-form (via the bizBox system or via a banking channel).
6. If the Supplier does not yet have an electronic invoicing system at the time of issuing invoices, he may send the invoice in pdf and xml format to the e-mail address: racuni@arriva.si.
7. Exceptionally, the Supplier sends the invoice by regular mail to the address Arriva d.o.o., Meljska cesta 97, SI-2000 Maribor, with the annotation "For the Arriva financial centre". As soon as the Supplier establishes an electronic invoicing system, he switches to this method of sending invoices.
8. The maturity of the invoice issued by the Supplier is thirty (30) days from the date of receipt by the Buyer, unless the parties explicitly agree otherwise.
9. The value shall be paid by cashless bank transfer to the Supplier's account as indicated in the invoice.
10. The Supplier may set off only undisputed claims, or on the basis of a final court decision.

IV Compliance with obligations

1. Unless otherwise specified in the contract, the Supplier must perform the contractual obligations in person or as part of his business. Subcontracts—even if only one part of a duty of performance—are permitted only with the prior written consent of the Buyer, but the Supplier is in any case fully responsible for the implementation of the contract.
2. Where there are two or more Suppliers in the contract, each of them shall be individually, and jointly and severally liable for the performance of the contract.
3. The contract may not be transferred, in whole or in part, without the prior explicit written consent of the Buyer.
4. The Supplier may not withdraw or pledge any claims against the Buyer without his prior written permission.

V Changes in Supplier's circumstances

1. The Supplier must immediately inform the Buyer in writing of any changes relating to the persons authorised to represent him with legally binding effect, his name, address or official residence. If he does not comply with this obligation, he cannot refer to the changes in circumstances within the meaning of the previous sentence in his dealings with the Buyer.
2. The Supplier must also immediately inform the Buyer in writing if:
 - a. He ceases to trade or pay if he or the creditor requests the opening of bankruptcy proceedings or comparable legal proceedings, if such proceedings have been opened or the application for such initiation has been rejected due to lack of funds, or if he finds himself in a comparable situation under national law of a country of his residence;

- b. Becomes or risks becoming insolvent or over-indebted;
- c. His financial situation deteriorates to the point where the due performance of the contract can no longer be expected;
- d. He or one of his legal representatives has been convicted of conduct which casts doubt on his business reliability;
- e. There is a change in ownership, partnership or membership structure or in the legal form of the contractor as a result of a merger or acquisition or any other reason;
- f. There is a change in partnership or membership when the contractor is a consortium, a joint venture or a similar organisation;
- g. If the Supplier is a consortium, joint venture or similar organisation, any change in the partnership or membership, in particular the withdrawal or joining of partners or members, must be approved in advance by the Buyer.

VI Delivery terms

- 1. The Supplier must deliver the goods and carry out the service in accordance with the due diligence standard of a good professional and in a timely manner, within a time limit agreed by the contracting parties. The Supplier must supply the goods or perform the services at the place specified in the contract.
- 2. Where the contract does not specify the method of packing or equipping the goods for transport, the Supplier must pack or equip the goods in such a way that the goods are preserved and protected. The same applies to any material required for the provision of services by the Supplier. Packaging must comply with EU legislation and standards.
- 3. All delivery terms for the goods shall comply with the international rules for the interpretation of delivery clauses (INCOTERMS 2010) issued by the International Chamber of Commerce in Paris. Unless otherwise agreed, the Supplier delivers the goods on the basis of paid duty (DDP – Delivered Duty Paid) by INCOTERMS 2010 to the address of the Buyer's business unit. Goods already imported into the territory of the EU are subject to FCA parity, the address of the Buyer's business unit, INCOTERMS 2010.
- 4. For each purchase of goods, the Supplier shall also deliver a form of delivery which always states at least the full number or identification of Arriva's form of delivery or the contract and the quantity of individual pieces of goods.
- 5. Only Arriva employees are authorised to sign acceptance of the delivery of goods or services. Confirmation of delivery is confirmed only by the fact that the Supplier has made the delivery, while it cannot be interpreted as confirming the quantity and/or quality of the delivered goods or services.
- 6. Partial deliveries are not permitted unless otherwise agreed in the contract.

VII Default interest, contractual fines, compensation for loss or damage

- 1. In the event that Arriva is late in paying the invoice, the Supplier has the right to demand payment of default interests by Arriva in the amount calculated on the basis of Slovenian legislation.
- 2. In the event that the Supplier issues an invoice with an incorrect maturity in relation to the contractual or otherwise agreed maturity, the Supplier shall not be entitled to charge default interests.

3. In the event that the Supplier is late in performing the contract (even in part) within the agreed time, the Supplier must pay Arriva a contractual fine of 0.5% of the value of the goods or services (including VAT) for each day of delay until the obligation is fully met, but up to a total of 5% of the contract value. Such contractual fine matures within five (5) calendar days from the date on which the payment reminder is delivered. For the avoidance of doubt, it should be clarified that if the contract does not provide for a fine, this cannot be interpreted as the fact that the parties have agreed that there is no fine; in such cases, the contractual fine provided for in these GTCs shall apply.
4. The provisions of the contractual fine are without prejudice to liability for the payment of compensation, if it exists, the latter being a separate claim and must be paid in full by the Supplier. The provisions of the contractual fine are without prejudice to Arriva's right to terminate the contract in accordance with these GTCs.
5. The provisions of the contractual fine are without prejudice to Arriva's right to exercise the right of withdrawal due to the Supplier's delay.

VIII Quality requirements and quality guarantee

1. The Supplier must ensure that both goods and services, in terms of their quality and characteristics, fully comply with the contract, relevant technical documentation, and legal regulations, as well as quality standards.
2. The Supplier shall provide a quality guarantee for the goods and services for a period of twenty-four (24) months, starting on the date of delivery of such goods to Arriva, unless otherwise agreed in the contract. With the quality guarantee, the Supplier guarantees that the goods are and will be suitable for normal use or that they will retain their permanent characteristics for an agreed period of time. If Slovenian, European or any other legislation applicable to a particular case provides for a longer warranty for goods or services, the warranty is valid for a longer period.

IX Liability for errors

1. The Supplier shall be liable for material defects incurred on the goods in passing on the risk to the Buyer, whether or not the Supplier was aware of them. The Supplier is also liable for those material defects that appear after the risk has been transferred to the Buyer, if they are the result of a cause that existed before.
2. An error shall be considered material if:
 - a. The goods do not have the necessary characteristics for normal use or movement of goods;
 - b. The goods do not have the necessary characteristics for the specific use for which the Buyer purchased them and the Supplier knew or should have known about this;
 - c. The goods do not have properties and functions that have been explicitly or tacitly agreed or prescribed;
 - d. The Supplier has delivered goods which do not comply with the sample or model, unless the sample or model has been shown for information purposes only;
 - e. The goods are delivered only in part, i.e. not in full.
3. The Buyer must inspect the goods in the usual manner and notify the Supplier of any obvious defects within eight (8) days, otherwise the Buyer loses the right arising therefrom.
4. If, after receipt of the goods by the Buyer, it turns out that the goods have any defect which could not be observed during the normal inspection on receipt (hidden defect), the Buyer must notify

the Supplier within eight (8) days of the defect observed, otherwise the right ceases. The Supplier is not responsible for defects that appear more than six (6) months after delivery of the goods.

X Buyer's rights in case of material defects

1. In the event of material defects, the Buyer shall, at his own discretion, be entitled to:
 - a. Require that the Supplier correct the defect or deliver other goods without defect (performance of the contract) without delay and free of charge (with no costs to the Buyer);
 - b. Require a price reduction; or
 - c. Withdraw from the contract.In each of these cases, the Buyer has the right to claim compensatory damages. In addition, and independently of this, the Supplier is liable to the Buyer, in accordance with the general rules on liability for damage prescribed by Slovenian law, also for damage to other Buyer's assets caused by a defect in goods or services.
2. A Buyer who does not receive the required goods or services by the relevant deadline shall retain the right to withdraw from the contract or reduce the purchase price.
3. The purchase price shall be reduced in proportion to the value of the defective goods or services and the value of the defective goods and services when the contract was concluded.
4. A Buyer who has achieved a reduction in the purchase price due to any defect may withdraw from the contract or request an additional reduction in the purchase price if another defect (although of the same nature) is subsequently discovered.

XI Warranty for proper functioning of the goods

1. The rules on warranties for the proper functioning of the goods sold shall in no way prejudice the rules on the Supplier's liability for material defects. The Buyer can decide for himself which right he will exercise.
2. If the Supplier of machinery, motor, device or similar goods classified as technical goods provides the Buyer with a warranty certificate guaranteeing the manufacturer's proper functioning within a certain period of time from delivery to the Buyer and the goods do not function properly, the buyer may request either the Supplier or the manufacturer to repair the goods in due time or, in the event that the Supplier or the manufacturer fails to do so, replace them with an object that works properly. Unless the parties agree otherwise in writing, the relevant time limit shall be thirty (30) days.
3. If the goods do not work properly, the Buyer may, during the warranty period, request the Supplier or manufacturer to repair or replace the goods, regardless of when a malfunction has occurred. The Buyer is also entitled to compensation for damage caused by not being able to use the device, for the period from the moment the request for repair or replacement was made until this request is met.
4. During a minor repair, the warranty period is extended by the time when the Buyer was unable to use the goods. If the goods are replaced or require extensive repair due to a malfunction, the warranty period starts from the moment of replacement or return of the repaired goods. If only a part of the goods has been repaired or replaced, the warranty period begins to run only for that part.
5. If the Supplier does not repair or replace the goods in due time, the Buyer may withdraw from the contract or reduce the purchase price and claim compensation.

6. The Supplier or manufacturer must, at his own expense, deliver the goods to the location where they will be repaired or replaced and return the repaired or replaced goods to the Buyer. During this time, the Supplier or manufacturer bears the risk of destruction or damage to the goods.

XII Liability for legal defects

1. The Supplier shall be liable if the third party has any right to the goods sold which excludes, diminishes or restricts the Buyer's right and the latter has not been informed of it and has not consented to take over the goods encumbered by such right. The Supplier is liable for the existence of any other right and for no legal obstacle to its exercise.
2. If it turns out that a third party is claiming any right to the goods, the Buyer must inform the Supplier, unless the Supplier is already aware of this, and request that the goods be relieved of these rights or claims within a reasonable time; if the subject of the contract is a generic object, the Supplier must deliver another without legal defects.
3. If the Supplier does not comply with the Buyer's request and someone else confiscates the goods from the Buyer, the contract shall be terminated by itself; if the Buyer's right is reduced or limited, the Buyer may withdraw from the contract or demand a proportional reduction in the purchase price. If the Supplier does not agree to the Buyer's request to relieve the goods of the right or third party claims within a reasonable time, the Buyer may withdraw from the contract if for this reason it is not possible to fulfil the Buyer's intention. In each of these cases, the Buyer is entitled to compensation for the damage caused. If the Buyer was aware at the time of concluding the contract of the possibility that the goods could be confiscated or his rights reduced or limited, the Buyer is not entitled to compensation if this option is exercised, but has the right to demand a refund or reduction of the purchase price.
4. The Buyer also has the right to invoke the seller's liability for legal defects when the Buyer acknowledges a manifestly well-founded right of a third party without the Supplier's notice and without argument. If the Buyer pays a certain amount of the price to a third party by waiving a well-founded right, the Supplier can be relieved of liability by reimbursing the Buyer for the amount paid and the damage caused.
5. The Supplier shall also be liable for specific restrictions of a public law which were not known to the Buyer if the Supplier was aware of them or knew that they could be expected and did not inform the Buyer thereof.
6. The Buyer's right arising from legal defects shall expire one year from the date on which the Buyer became aware of the third party's right. If a third party initiates a dispute before the expiry of this period and the Buyer requests that the Supplier mediate in the dispute, the Buyer's right expires only six (6) months after the final outcome of the dispute.

XIII Third party rights

1. The Supplier guarantees that the goods and services are not encumbered by the ownership of any third party. Unless otherwise specified in the contract, entitlement to the contractual objectives shall be transferred to the Buyer when they are delivered to him.
2. The Supplier guarantees that the import, possession, use and resale of the goods or services supplied do not exclude any industrial property rights (in particular patents, utility models, designs and models or trademarks), copyrights or other rights of third parties, which would exclude, reduce or limit the rights of the Buyer. If, in accordance with the contract, the Buyer obtains the contractually supplied goods or services performed only for certain countries, the

warranty is limited to those countries only. If the contract does not specify the countries the contractual objectives are purchased for, the warranty applies at least to the contracting countries.

3. If the Buyer is sued by a third party for infringement of any rights within the meaning of the preceding paragraph, the Supplier shall reimburse the Buyer for all third party claims and all costs and damages arising from this lawsuit. The Supplier must endeavour to support the Buyer to the best of his ability in defending against any such lawsuit. Without prejudice to any major rights, the Buyer may also acquire from a third party the right to import, possess, use and/or sell the contractual objectives under normal market conditions. The Supplier shall, at the Buyer's request, assist the Buyer to the best of his ability to obtain such rights. The obligation to reimburse damages and cover costs and damages does not apply if the contractor is not liable for the third party's claim against the Buyer. The latter is in any case liable for the claim to the extent that its cause falls within its sphere of influence and/or organisation and/or is itself liable to a third party.

XIV Protection of information and personal data

1. Confidential information shall include, but is not limited to, all commercial, technical, financial, organisational and other information directly or indirectly relevant to Arriva, its employees, business partners, customers or suppliers, and are captured on any medium in any form, as well as oral information disclosed or otherwise made available to the Supplier during contract negotiations, whether based on or being a part of a contract concluded by Arriva, its directors, employees, legal advisers, subsidiaries, etc. – designated by Arriva as such (hereinafter: confidential information).
2. Confidential Information does not include information which, during the term of the contract or these GTCs, is or becomes publicly known in a manner which is not the result of a breach of the obligations prescribed by law, these GTCs, or in a contract concluded with the Supplier or a result of a breach of the duties of a third party.
3. Confidential Information does not include information that has been demonstrably known to the Supplier before such information has been disclosed by Arriva, and such knowledge has not been obtained through the unlawful conduct of the Supplier or a third party.
4. A Supplier may not, without the prior written permission of Arriva:
 - a. Use confidential information for purposes other than the delivery of goods or services to Arriva and the performance of its contractual obligations, and in particular use such information for the purpose of obtaining any other contract for delivery or direct delivery for third party projects; and
 - b. Publish or otherwise disclose confidential information to any third party other than its employees, directors and legal counsel.
5. The Supplier must ensure that personal data are processed in accordance with all applicable laws and regulations, in particular in accordance with EU Regulation 2016/679 (GDPR) on the protection of natural persons with regard to the processing of personal data and the free movement of such data (Regulation on the protection of general data). When the Supplier processes personal data on behalf of the Buyer, such processing is arranged and carried out in accordance with the Data Processing Agreement, which is an integral part of the contract and is made in as many signed originals as there are contracting parties. In the event that no Data Processing Agreement has been concluded between the Buyer and the Supplier or until a Data Processing Agreement has been concluded, the Supplier shall comply fully with the GDPR and

Slovenian local law (together as data privacy law) and shall indemnify the Buyer in the event of any breach of data privacy laws by the Supplier.

XV Environmental clause

The Supplier acknowledges that environmental protection is important to Arriva and will therefore make every effort to provide goods and services and meet its regular business obligations in an environment-friendly manner. Among other things, the Supplier will strive to preserve the natural environment, help protect the environment through the efficient use of materials and resources, separate waste in all his premises, reduce CO2 emissions and noise pollution, save energy and use renewable energy sources. The Supplier must be prepared to present his efforts to the Buyer, as well as progress and strategy he implements for environmental protection.

XVI Anti-corruption provision

If established that in concluding or performing the contract in question, someone has promised, offered or issued any illicit benefit in the name or on behalf of another contracting party, to the representative or intermediary of the contracting party or other state body or public organisation in order to obtain the transaction under more favourable conditions or other conduct which could cause harm or enable the gain to be obtained, the contract shall be deemed void.

XVII Force majeure

1. Neither party shall be liable to the other in situations where one is late in fulfilling one or all of his obligations due to circumstances beyond its control. For these purposes, such circumstances mean fire, storm, flood, earthquake, explosion, natural disaster, war, terrorist act, sabotage, epidemic, pandemic, quarantine restrictions, embargo (hereinafter: force majeure), if such circumstance affects the business and fulfilment of obligations to the counterparty in a relationship based on these GTCs. That is why a party that invokes force majeure is obliged to immediately notify the other party in writing of the occurrence of a force majeure event (the media are not considered appropriate notification of force majeure, as they do not prove restrictions on fulfilling obligations under a specific relationship).
2. When force majeure takes place without interruption for more than one (1) month, the other party has the right to withdraw from the contract without any negative consequences (e.g. costs, compensations, etc.) by written notice to the party referring to the force majeure event.

XVIII Contract termination

1. The Buyer has the right to terminate the contract without prior notice if:
 - a. The supplier ceases trading;
 - b. The Supplier's financial situation deteriorates to the point where the due performance of the contract can no longer be expected;
 - c. The Supplier becomes or risks becoming insolvent or over-indebted;

- d. The initiation of bankruptcy or comparable legal proceedings in respect of the Supplier's assets is refused because of a lack of financial resources or if the Supplier finds himself in a comparable situation under the national law of a country of his residence;
 - e. The Supplier or one of his legal representatives has been convicted of conduct which casts doubt on his business reliability;
 - f. The merger or acquisition or any other reason results in a change in ownership, partnership or ownership structure or in the legal form of the Supplier, and it is therefore not reasonable to expect the Buyer to act under the contract until the contractual period or standard notice period expires;
 - g. The Supplier did not fully comply with the warranty agreements;
 - h. The Buyer's financial situation deteriorates to the point where the due performance of the contract can no longer be expected;
 - i. The environment the Buyer operates in changes or deteriorates to the point where the due performance of the contract can no longer be expected.
2. When the grounds of these GTCs are used to terminate the contract, the contract shall be deemed terminated on the date of delivery of the notice of termination to the Supplier, and the e-mail sent to the contact person specified in the contract shall also be deemed appropriate.
 3. If the contract is concluded for an indefinite period, the Buyer and the Supplier shall be entitled to terminate it by six (6) months' notice.

XIX Final provisions

1. The term "contract" in these GTCs is understood as a written document signed by the legal representative(s) or duly authorised persons of all parties concerned (the Buyer and Supplier), the contracts not including agreements between the parties (including, but not limited to e-mails), which are not concluded in the form of a contract or an annex to the contract, even if it is a communication of legal representatives or proxies of the parties concerned. Notwithstanding the above, the purchase order of the Buyer (regardless of whether it is signed by the legal representative of the Buyer) is considered a contract under these GTCs, if the Supplier has not rejected it in whole or in part within three (3) working days of receipt.
2. If any clause in these GTCs is invalid or becomes invalid, the rest of GTCs shall continue to apply. The invalid clause must be replaced by a valid clause as close as possible to achieving the objective and purpose of the invalid clause. If these GTCs contain holes or ambiguities, they should be interpreted in the light of their purpose and intent.
3. Unless otherwise stipulated in the contract, contractual relations shall be regulated by the legislation of the Republic of Slovenia, in particular by the relevant provisions of the Code of Obligations.
4. All disputes between the parties shall first be the subject of negotiations between the parties with a view to resolving the dispute. If a particular dispute cannot be resolved in such a way, that dispute shall be decided by the competent court having its seat in the place of Arriva's registered office on the basis of a legal action brought by either party.

Kranj, 1 February 2021

Arriva d.o.o.
Arriva Dolenjska in Primorska d.o.o.