

HŽ CARGO d.o.o., Heinzelova 51, Zagreb, MB: 02163799, OIB: 08720210702, IBAN: HR7823400091110252677, SWIFT: PBZGHR2X, represented by Director Dragan Marčinko (hereinafter: the Seller)

and

_____ d.o.o., _____, _____, MB: _____, OIB: _____, IBAN: _____, SWIFT: _____ (hereinafter: the Buyer)

together hereinafter referred to as the “Contracting Parties”,

concluded as follows :

CONTRACT NUMBER _____
on the sale of freight wagons
Series _____: Group _____

INTRODUCTION

Article 1

The Seller carried out a sales procedure for the sale of freight wagons of various series by groups: Group 1- Group 19, owned by the Seller, EBP: 1117/22/SK from 27.12.2022 and this is the basis on which this Contract is concluded.

As per the Decision on selection number: UC- _____ from _____, the Seller has selected the bid of the Buyer number _____ from _____ and the final bid number _____ from _____ for the series of freight wagons _____: Group _____, which forms an integral part of this Contract.

SUBJECT OF THE CONTRACT

Article 2

The subject of this Contract is the sale of freight wagons series _____: Group _____ (hereinafter: freight wagons), according to the Decision on selection number: UC-_____ from _____ and the bid of the Buyer referred to in Article 1 of the Contract, which form an integral part of this Contract
With this Contract, the Seller and the Buyer regulate mutual relations in such a way that the Seller sells, and the Buyer purchases freight wagons in the ownership of the Seller according to the final offer quantity and price of the Buyer.

Freight wagons are sold as seen at the locations according to Annex 1. Freight Wagons for Group _____, according to the "sold as seen" principle, which excludes any subsequent complaint / return by the Buyer and Seller is free of liability, parity at the FCO/EXV location of the Seller. Annex 1. Freight Wagons forms an integral part of this Contract.

PRICE

Article 3

The total price for all freight wagons referred to in Article 2 of this Contract is:

Group _____ - Price excluding VAT: _____ **EUR**
(in letters: _____)

and represents the contracted price for freight wagons. The price shall remain unchanged for the entire duration of this Contract.

DELIVERY OF FREIGHT WAGONS

Article 4

The Buyer shall take over the freight wagons within **30 days** from the date of signing of this Contract and payment of the advance or delivery of the bank guarantee in accordance with Article 6 of this Contract.

The fee for garaged wagons, for wagons located garaged on the tracks of HŽ Infrastructure 30 days after signing the contract and taking over the wagons, shall be borne by the Buyer.

Handover of the freight wagons shall be performed in the presence of authorized representatives for the Seller and the Buyer through the Takeover Record and signed by the authorized representatives of the Seller and the Buyer.

All handling costs (shipping costs to the Buyer, loading, transportation and other costs incurred in taking over the freight wagons) are borne by the Buyer.

The Buyer shall immediately after signing of the Contract, and no later than five (5) days from the date of signing the Contract, provide the Seller, in the form of a Statement, that the freight wagons are intended for the market within the Republic of Croatia and / or outside the Republic of Croatia or if the freight wagons are intended for scrap. In the event that freight wagons are intended for the market within the Republic of Croatia and / or outside the Republic of Croatia, the Buyer shall include in the Statement the Entity in Charge of Maintenance (ECM) after takeover of the freight wagons by the Buyer. The ECM specified in the Statement must be authorized to perform maintenance activities and specified in the EU ERADIS database.

The Seller shall issue an invoice to the Buyer for the taken over freight wagons, on the basis of the takeover record signed by the authorized representatives of the Seller and the Buyer. The invoice will show an exemption from VAT in accordance with Art. 45 of the Vat Act.

The contact person for taking over the freight wagons in front of the Seller is Mr. Malden Mihovilić, mob. + 385 (0) 99 4931 316, e-mail:mladen.mihovilic@hzcargo.hr

After the takeover of the freight wagons by the Buyer, the Seller will, with confirmation of the takeover, submit the technical documentation to the Buyer that the Seller has in the archives for freight wagons (maintenance history, operating instructions, technical documentation of the manufacturer for a series of freight wagons, etc.).

The Buyer shall copy the received documents mentioned in the paragraph above and return the original documents to the Seller.

FORCE MAJEURE

Article 5

"Force majeure", according to the provisions of this Contract, is considered to be all events that occurred outside the control of the Contracting Parties, which did not occur as a result of error, fault or negligence, and which were unforeseeable. Such events may include under certain conditions, but are not limited to: wars, revolutions, fires, floods, earthquakes, epidemics, quarantine restrictions, and embargoes on trade in goods. If by reason of Force Majeure, either Contract party is unable to carry out its obligations, the particulars of Force Majeure must be proven and the other Contracting Party shall be notified. According to the provisions of this Contract, the Contracting Party affected by an event under "force majeure" shall continue to fulfil its contractual obligations, to the extent practicable, while finding means to continue the execution of the Contract, in accordance to sound expertise.

The Contracting Party for which the "force majeure" arose shall notify the other Contracting Party of the occurrence and cessation of "force majeure" no later than 3 (three) days after the occurrence or cessation of "force majeure". In addition, it must provide the other party with credible evidence of the existence and duration of "force majeure".

Fulfilment of contractual obligations for a party affected by "force majeure" is extended by the number of days of the duration of the "force majeure". Should the nature of "force majeure" be such that its duration would jeopardize the obligations assumed by the Contracting Parties towards third parties, the Contracting Party suffering from such a situation may terminate this Contract.

PAYMENT TERMS

Article 6

The Buyer shall immediately after signing of the Contract, and no later than eight (8) days from the date of signing the Contract pay an advance of **100% of the total amount excluding VAT** from Article 3 of this Contract reduced by _____EUR already paid by the Buyer as a guarantee for the seriousness of the bid, to the Seller's IBAN: HR7823400091110252677, opened at Privredna banka Zagreb d.d., Zagreb or shall deliver a bank guarantee in the same amount.

When the Buyer pays an advance referred to in paragraph 1 of this Article, the Seller will issue an advance receipt to the Buyer.

If the Buyer does not pay the advance referred to in paragraph 1 of this Article, it shall be deemed that this Contract has not been concluded.

CONFIDENTIALITY OF INFORMATION

Article 7

The Contracting Parties agree that all information from this Contract and other information related to the businesses of the Contracting Parties obtained during the execution of this Contract shall be treated as confidential information, that is trade secrets, which may not be disclosed to third parties, without the express consent of both parties.

INTEGRITY CLAUSE

Article 8

The Buyer guarantees integrity in its fulfilment of obligations under this Contract and that no prohibited practices occurred in connection with the sales procedure prior to the signing of this Contract (acts of corruption or fraud, offering, giving or promising of undue advantage which may influence the actions of an employee), agrees to the audit of this Contract by an independent expert and accepts liability and sanctions (contractual penalties, unconditional termination of the contract), if contractual and other rules of the profession are violated.

FINAL PROVISIONS

Article 9

The terms of the Contract may only be changed by mutual agreement of the Contracting Parties by a written annex to this Contract.

Article 10

Any communications by one Contracting Party to the other in connection with this Contract shall be sent in writing, by fax, e-mail including written confirmation to the address of the receiving Contracting Party.

Article 11

For disputes that may arise regarding the execution of this Contract, which Contracting Parties are unable to resolve amicably, the agreed jurisdiction of the court is in Zagreb.

For all business relations between the Buyer and the Seller which arise as a result of this Contract but are not specified in the Contract, the provisions of the Civil Obligations Act and other regulation of the Republic of Croatia shall be applied to regulate the subject matter of this Contract.

Article 12

This Contract shall be deemed to have been concluded when signed by both parties and shall enter into force by payment of an advance or the delivery of a bank guarantee referred to in Article 6 of this Contract.

Article 13

The Contract is prepared in 4 (four) identical copies, of which the Buyer and the Seller retain 2 (two) copies each.

Attachments to the Contract:

Bid number _____ from _____ and the final bid number _____ from _____ for the Group _____,

Annex 1 Freight wagons- locations,

Decision on the selection number of UC- _____ from _____.

In Zagreb, _____ 2023.

For the Buyer

_____ d.o.o.

(Buyer name and surname)

For the Seller

**HŽ Cargo d.o.o.
Director**

Dragan Marčinko