

COMMERCIAL TERMS AND CONDITIONS OF THE CARRIER („CTs“)

1. These CTs are issued by Blaguss Slovakia, s.r.o., ID No. 35796251, Mlynské Nivy 70, 821 05 Bratislava, SR, Com. Reg. Of District Court BA I, Sro/22509/B („Carrier“) and they compose an integral part of the Agreement (“Contract”) between the Carrier and the client (“Client”) on the occasional personal bus transportation as a single contractual transportation of the agreed group of passengers on the agreed route with agreed stops. The Carrier has a transportation duty only with respect to the group of transported passengers; it does not have any operational or tariff obligation. For the purpose of the Contract the Client is considered to be a legal entity that shall provide the Carrier with all of its identification data including the VAT ID No. before the Contract is concluded.
2. Before the conclusion of the Agreement, the Carrier shall provide the Client with the electronic (e-mail) non-binding (price) quotation („Non-binding quotation“), to which these CTs are attached. After being aware of the Non-binding quotation including these CTs the Client shall send an electronic or written order (“Order”) to the Carrier. The Contract is considered to be concluded only after the Client receives the Carrier’s electronic confirmation of the Order (“Order confirmation”) to which these CTs are attached. At the moment of Order confirmation these CTs are considered to become an integral part of the Agreement and are binding for the Client. Any provisions of the Order that exclude the application of these CTs will not apply after Order confirmation is received by the Client. Unless otherwise specifically agreed, the Contract is considered to be concluded at the moment the Carrier sends the Order confirmation via electronic means to the address from which the Order was delivered. Electronical confirmation of the delivery of Order confirmation to the stated e-mail address is not the condition of the Contract to be concluded.
3. The minimum content elements of the Contract are agreement on the time of arrival as well as on the place and time of the departure and arrival of the vehicle on one side and agreement on the price (“Price”) for the services of the Carrier on the other side.
4. The Client is responsible for the correctness of the data provided in the Order. The Carrier has to be notified about any changes to the agreed conditions of the Contract without undue delay and these changes have to be agreed by the Carrier in advance. In case of unilateral change of the agreed contractual provisions without prior consent of the Carrier, the Carrier is not responsible for any possible consequences arising from the breach of such contractual provisions.
5. Unless otherwise agreed, total Price is due within 14 days after the transportation is finished. The Carrier will charge the applicable VAT to the total Price, unless the Client is liable for VAT under § 73 par. 2 of Slovak VAT Act (Reverse-Charge). The Carrier is entitled to provide the Client with the electronic invoice which shall be considered to be an e-mail with an attachment in .pdf. format. Both the Carrier and the Client declare that method of electronic data exchange ensures the credibility of the origin, the integrity of the content and the legibility of the invoice.
6. Payment of the advance payment of the Price agreed in the Contract (“Advance payment”) stated in the Non-binding quotation may be a condition for the beginning of the contractually agreed transportation.
7. The Client is entitled to terminate the Contract by paying the following fee (“Cancellation fee”) if the Client notifies the Carrier electronically or in writing that it executes this right and it pays the following Cancellation fee (“Notice”): (i) the Notice is delivered to the Carrier more than 30 days before the agreed beginning of transportation – 0% Cancellation fee of the total Price, (ii) the Notice is delivered to the Carrier 15 – 30 days before the agreed beginning of transportation – 30% Cancellation fee of the total Price, (iii) the Notice is delivered to the Carrier 8 – 15 days before the agreed beginning of transportation – 50% Cancellation fee of the total Price, (iv) the Notice is delivered to the Carrier less than 8 days before the agreed beginning of transportation – 100% Cancellation fee of the total Price.
8. Cancellation fees shall also apply if the Client requires changes of agreed conditions of the transportation within the abovementioned terms before the agreed beginning of transportation. The Carrier has the right to unilateral set off the claim for payment of the Cancellation fee against the Client’s claim for return of the paid Advance payment.
9. The Carrier shall not infringe any of its contractual or statutory obligations in case any of these circumstances excluding liability occur while performing of agreed transportation: any unforeseeable technical disorder of the bus, flat tire, collision with animals, broken cables, defectively supplied fuel or other substances and things necessary for driving, severe weather conditions, natural disasters, traffic restrictions, traffic jams, road closures, increased traffic or road use, including road checks, accidental involvement in traffic accidents or other extraordinary event e.g. because of suspicion or fulfilment of facts of crime or administrative delict, vandalism, arson or other anti-social or illegal acts of third person (“Circumstances excluding liability”). If any of the Circumstances excluding liability arise, the Carrier undertakes following urgent or other necessary actions, e.g. after calling for quick medical help, police, etc., to report their origin to the Client without undue delay.
10. The Carrier did not foresee the possible consequence of breaching its obligations in connection with the Contract at the moment of conclusion of the Contract in excess of 20 % of total Price.

11. The Carrier is entitled to unilaterally change these CTs and if the Client does not express its disagreement with the changes within 7 days of their receipt, it is believed to agree with the changes.
12. The Client undertakes to comply with the confidentiality of the content of the Contract including these CTs. This obligation is unlimited irrespective of the duration of the Contract. These CTs are made in Slovak, German and English version. In case of discrepancy between the Slovak and other language version the Slovak version shall prevail. In case of discrepancy between the German and English version the German version shall prevail.
13. If any provision of the Contract or CTs becomes invalid/ ineffective it will not affect their other provisions. In such case the Carrier and the Client undertake to replace the invalid/ ineffective provision with new one best suited to the relevant legal regulation.
14. In connection with the new General data protection regulation ("GDPR") the Carrier hereby notifies the Client that it has adopted new Company Privacy Policy that are accessible at www.blaguss.sk. If necessary for the purpose of performance of the Contract in the view of GDPR the Carrier shall conclude with the Client the contract on personal data processing under Art. 28 par. 3 of GDPR in the wording submitted by the Carrier with the subject being the assignment of the Carrier as the processor by the Client as the controller to process personal data of the data subjects, in particular in the extent of data concerning the group of passengers and their tourleader on one side and the drivers of the Carrier on the other side.
15. Preferably, the provision of the Slovak Commercial Code and other Slovak legislation shall apply to the Contract. Any disputes that may arise out of the Contract shall be settled by agreement. In case of unsettled disputes arising out of the Contract including those concerning its validity, interpretation or termination shall be settled before the Arbitration Court of the Slovak Chamber of Commerce and Industry in Bratislava under its basic internal legal regulations. The parties undertake to comply with the decision of the Arbitration Court. This decision is binding for the parties. The Carrier is alternatively entitled to file a motion also to general courts of SR. In case of disputes with an international element tried before general courts the Carrier and the Client agreed on the jurisdiction of the court which jurisdiction is primarily determined according to the seat of the Carrier in Slovak republic.
16. These CTs are effective as of **1st September 2018**.