

**ZMLUVA O SPOLUPRÁCI  
VZŤAHUJÚCA SA K UMIESTNENIU  
BALÍKOBXOV**

**A  
ZMLUVA O NÁJME ČASTI  
NEHNUTEĽNOSTÍ**

uzavretá v zmysle § 269 ods. 2 zák. č. 513/1991  
Zb. Obchodný zákonník v znení neskorších  
predpisov v spojení s § 663 a nasl. zák. č. 40/1964  
Zb. Občiansky zákonník v znení neskorších  
predpisov

Obchodné meno: **Slovenská pošta, a.s.**  
Sídlo: Partizánska cesta 9, 975 99 Banská Bystrica  
Kontaktné miesto: Sekcia správy majetku  
Nám. SNP č. 35  
814 20 Bratislava 1  
Konajúci: Ing. Emília Soukupová – špecialista  
odboru nájomnej agendy  
Ing. Martin Vanko - vedúci odboru  
centrálneho controllingu  
obidvaja na základe poverenia  
predstavenstva SP, a.s. podľa  
podpisového poriadku (OS-03 v platnom  
znení)  
IČO: 36631124  
DIČ: 2021879959  
IČ DPH: SK2021879959  
Bankové spojenie: Poštová banka a. s.  
Číslo účtu: SK97 6500 0000 0030 0113 0011  
Fakturačná adresa: Slovenská pošta, a.s.  
Partizánska cesta 9  
975 99 Banská Bystrica  
Zapísaný v Obchodnom registri Okresného súdu  
Banská Bystrica, odd.: Sa, vložka č.: 803/S

(ďalej ako „**SP**“)

a

Obchodné meno: **OMV Slovensko, s.r.o.**  
Sídlo: Einsteinova 25, 851 01 Bratislava  
IČO: 00 604 381  
DIČ: 2020491407  
IČ DPH: SK2020491407  
Bankové spojenie: Všeobecná úverová banka, a.s.  
Číslo účtu: SK53 0200 0000 0016 7484 1054  
Konajúci: Gernot Gollner – konateľ  
Ing. Eva Poncová - prokurista  
Zapísaný v Obchodnom registri Okresného súdu

**COOPERATION AGREEMENT  
RELATING TO PLACEMENT OF  
PARCELBOXES**

**AND  
RENTAL AGREEMENT OF PART OF THE  
REAL ESTATE**

concluded pursuant to the §269 sec. 2 of the Act  
No. 513/1991 Coll. Commercial Code amended  
accordingly and § 663 and foll. of the Act No.  
40/1964 Coll. Civil Code  
amended accordingly

Business name: **Slovenská pošta, a.s.**  
Office: Partizánska cesta 9, 97599 Banská Bystrica  
Contact place: Asset management section  
Nám. SNP č. 35  
81420 Bratislava 1  
Represented by: Ing. Emília Soukupová –  
rental agenda department  
specialist  
Ing. Martin Vanko – head of  
central controlling  
both according to authorization  
by BoD of the SP, a.s. and  
signature rules (OS-03 in valid  
wording)  
Company ID: 36631124  
Company Tax ID: 2021879959  
Company VAT ID: SK2021879959  
Bank: Poštová banka a. s.  
Bank account: SK97 6500 0000 0030 0113 0011  
Invoice address: Slovenská pošta, a.s.  
Partizánska cesta 9  
975 99 Banská Bystrica  
Registered in the Commercial registrar of the  
District Court of Banská Bystrica, sec.: Sro, insert  
No.: 803/S

(hereinafter referred to as the „**SP**“)

and

Business name: **OMV Slovensko, s.r.o.**  
Office: Einsteinova 25, 851 01 Bratislava  
Company ID: 00 604 381  
Company Tax ID: 2020491407  
Company VAT ID: SK2020491407  
Bank: Všeobecná úverová banka, a.s.  
Bank account: SK53 0200 0000 0016 7484 1054  
Represented by: Gernot Gollner – company  
executive  
Ing. Eva Poncová – company

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| Parafy: | Zmluva o nájme časti pozemku                                     | odborný garant:<br>SSM/ONA      |
|         | pre umiestnenie BalíkoBOXu – prenájomateľ: OMV Slovensko, s.r.o. | číslo v CEEZ:<br>2080/2020      |
|         | Strana 1 z 17                                                    | Klasifikácia<br>informácií: *V* |

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| <p>Bratislava I, odd.: Sro, vložka č.: 777/B</p> <p>(ďalej len „<b>Partner</b>“)</p> <p style="text-align: center;"><b>ČL. I</b><br/><b>DEFINÍCIA POJMOV</b></p> <p>Zmluvné strany sa dohodli, že pre účely tejto Zmluvy budú používať nasledujúce pojmy s veľkým písmenom na začiatku vo význame uvedenom nižšie, ak nevyplýva z textácie Zmluvy niečo iné:</p> <p><b>Kamerový systém</b> – predstavuje vlastný kamerový systém SP, vzťahujúci sa k príslušnému BalíkoBOXu, pozostávajúci z kamier pripojených prostredníctvom bezdrôtovej siete do informačného systému SP a umiestnených na BalíkoBOXe.</p> <p><b>Lokalita</b> - predstavuje časť a špecifikáciu príslušnej nehnuteľnosti Partnera na príslušnej ČS OMV, na ktorej bude umiestnený BalíkoBOX, ktorá je špecifikovaná v Prílohe č. 1 tejto Zmluvy.</p> <p><b>Lokality</b> – predstavuje všetky dohodnuté Lokality na umiestnenie BalíkoBOXov, ktoré sú špecifikované v Prílohe č. 1 tejto Zmluvy vrátane vizualizácie umiestnenia BalíkoBOXov na príslušných lokalitách.</p> <p><b>BalíkoBOX-</b> predstavuje samoobslužné zariadenie / automat na poskytovanie služieb zákazníkom BalíkoBOXu, ktoré je špecifikované spoločne s vyobrazením reklamy v Prílohe č. 2 a 4 tejto Zmluvy, ako jej neoddeliteľná súčasť.</p> | <p>proxy</p> <p>Registered in the Commercial registrar of the District Court of Bratislava I, sec.: Sro, insert No.: 777/B</p> <p>(hereinafter referred to as the “<b>Partner</b>”)</p> <p style="text-align: center;"><b>Art. I</b><br/><b>DEFINITION OF TERMS</b></p> <p>The contracting parties agree to use the following terms with beginning capital letters for purposes of this Agreement and with meaning set forth below, unless otherwise indicated in the text of the Agreement:</p> <p><b>Camera system</b> - represents SP 's own camera system, related to the relevant ParcelBOX, consisting of cameras connected via a wireless network to the SP information system and located on the ParcelBOX.</p> <p><b>Site</b> - represents a part and specification of the relevant real estate of the Partner at the relevant OMV FS which the ParcelBOX will be placed on, which is specified in Annex no. 1 of this Agreement.</p> <p><b>Sites</b> - represent all agreed Sites for the placement of ParcelBOXes, which are specified in Annex no. 1 of this Agreement, including visualization of the location of the ParcelBOXes at relevant sites.</p> <p><b>ParcelBOX</b> - represents a self-service device / vending machine for the provision of services to the ParcelBOX customers, which is specified together with display of the advertisement in Appendix no. 2 and 4 of this Agreement, as an integral part thereof.</p> |
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| Parafy: | Zmluva o nájme časti pozemku                                     | odborný garant:<br>SSM/ONA      |
|         | pre umiestnenie BalíkoBOXu – prenajímateľ: OMV Slovensko, s.r.o. | číslo v CEEZ:<br>2080/2020      |
|         | Strana 2 z 17                                                    | Klasifikácia<br>informácií: *V* |

| <p style="text-align: center;"><b>Čl. II</b><br/><b>PREDMET ZMLUVY</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p style="text-align: center;"><b>Art. II</b><br/><b>SUBJECT – MATTER OF THE AGREEMENT</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| <p>2.1 Predmetom Zmluvy je:</p> <p>a) úprava vzájomných práv a povinností zmluvných strán vzťahujúcich sa k umiestneniu a prevádzkovaní BalíkoBOXov zo strany SP na nehnuteľnostiach (ich časti) vo vlastníctve Partnera v príslušných Lokalitách uvedených v Prílohe č. 1 Zmluvy;</p> <p>b) záväzok Partnera prenechať do dočasného užívania SP časti nehnuteľností Partnera nachádzajúce sa v jednotlivých Lokalitách podľa Prílohy č. 1 Zmluvy v prospech SP za účelom umiestnenia a prevádzkovania BalíkoBOXov;</p> <p>c) záväzok SP:</p> <ul style="list-style-type: none"> <li>• riadne uhrádzať Partnerovi za prenechanie častí nehnuteľností Partnera nachádzajúcich sa v jednotlivých Lokalitách podľa Prílohy č. 1 Zmluvy za účelom umiestnenia a prevádzkovania BalíkoBOXov a za odber energií do BalíkoBOXu dohodnutú odplatu vo forme a sume uvedenej v čl. IV zmluvy;</li> <li>• uhradiť Partnerovi zmluvne dohodnutú odplatu za prípravu umiestnenia elektrickej prípojky na budúce napojenie: <ul style="list-style-type: none"> <li>- BalíkoBOXu na odber energií (EE) v lokalite pod poradovým č. 1. podľa Prílohy č. 1. zmluvy v zmysle čl. II, bod 2.6.3 Zmluvy;</li> <li>- každého ďalšieho BalíkoBOXu na odber energií (EE) vo forme a sume v zmysle čl. II, bod 2.6.4 zmluvy.</li> </ul> </li> </ul> | <p>2.1 Subject – matter of the Agreement represents:</p> <p>a) setting up of mutual rights and obligations of the contracting parties relating to the placement and operation of ParcelBOXes by the SP on real estates (parts thereof) owned by the Partner on relevant Sites listed in Annex no. 1 of the Agreement;</p> <p>b) the Partner's obligation to let the SP temporary use parts of the Partner's real estates' located on individual Sites according to Annex no. 1 of the Agreement for purpose of locating and operating of the ParcelBOXes;</p> <p>c) the SP's obligation to:</p> <ul style="list-style-type: none"> <li>• duly pay to the Partner agreed remuneration in a form and amount defined in the Art. IV of the Agreement relating to the lease of parts of the Partner's real estates located on individual Sites according to Annex no. 1 of the Agreement for purpose of placing and operating of the ParcelBOXes as well as electricity consumption for the consumption of energy regarding ParcelBOX;</li> <li>• pay the Partner a contractually agreed remuneration for preparation of electrical connection to be used for future connection: <ul style="list-style-type: none"> <li>- of the ParcelBOX to energy consumption (EE) on the Site under serial no. 1. according to Annex no. 1. Of the Agreement in line with Art. II, point 2.6.3 of the Agreement;</li> <li>- of each other ParcelBOX to energy consumption (EE) in the form and amount according to the Art. II, point 2.6.4 of the Agreement.</li> </ul> </li> </ul> <p>2.2 The contracting parties undertake to provide each other with any necessary interoperation for the proper and timely performance of the</p> |

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| Parafy: | Zmluva o nájme časti pozemku                                     | odborný garant:<br>SSM/ONA                                    |
|         | pre umiestnenie BalíkoBOXu – prenajímateľ: OMV Slovensko, s.r.o. |                                                               |
|         | Strana 3 z 17                                                    | číslo v CEEZ:<br>2080/2020<br>Klasifikácia<br>informácií: *V* |

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| <p>2.2 Zmluvné strany sa zaväzujú si poskytovať akúkoľvek nevyhnutnú súčinnosť pre riadne a včasné plnenie Zmluvy.</p> <p>2.3 Nehnutel'nosti, ktorých časť je predmetom dočasného užívania zo strany SP pre účely umiestnenia a prevádzkovania BalíkoBOXov, sa nachádzajú v Lokalitách a sú špecifikované v zmysle Prílohy č. 1 Zmluvy.</p> <p>2.4 SP sa zaväzuje užívať časti nehnuteľností v jednotlivých Lokalitách v rozsahu, obsahu a špecifikácii podľa Prílohy č. 1 zmluvy výlučne za účelom umiestnenia a prevádzkovania BalíkoBOXov na poskytovanie služieb zákazníkom BalíkoBOXov. V prípade porušenia tejto povinnosti bude:</p> <p>a) SP povinná uhradiť škodu tým spôsobenú Partnerovi; a súčasne</p> <p>b) Partner oprávnený okamžite odstúpiť od Zmluvy v celom rozsahu.</p> <p>2.5 Všetky náklady spojené s umiestnením, udržiavaním, opravami, úpravami a prevádzkou BalíkoBOXov znáša SP samostatne.</p> <p>2.6 Všetky práce vzťahujúce sa k príprave/úpravám/opravám Lokalít (stavebným zásahom do Lokalít) pre účely montáže BalíkoBOXov na Lokality, prípravy Lokalít na napojenie BalíkoBOXov na odber energií (EE) a uskutočnenie napojenia BalíkoBOXov na odber energií (EE) na Lokalitách ako aj akékoľvek budúce zásahy (najmä stavebné) do Lokalít v súvislosti s BalíkoBOXami je SP povinná realizovať výlučne s Partnerom/objednať si tieto výlučne od Partnera. V prípade porušenia tejto povinnosti bude:</p> <p>a) SP povinná uhradiť Partnerovi škodu tým spôsobenú; a súčasne</p> | <p>Agreement.</p> <p>2.3 Real estates, part of which is the subject of temporary use by the SP for the purposes of placement and operation of ParcelBOXes, are located on the Sites and specified according to the Annex no. 1 of the Agreement.</p> <p>2.4 SP undertakes to use parts of the real estates on respective Sites in scope, content and specifications according to Annex no. 1 of the Agreement exclusively for the purpose of locating and operating of the ParcelBOXes used for provisioning of services to ParcelBOX customers. In case of a breach of this obligation:</p> <p>a) SP is obliged to compensate the damage caused to the Partner; and at the same time</p> <p>b) Partner shall be entitled to completely withdraw from the Agreement immediately.</p> <p>2.5 All costs associated with the location, maintenance, repairs, modifications and operation of ParcelBOXes shall be borne by the SP exclusively.</p> <p>2.6 The SP is obliged to carry out exclusively with the Partner / to order exclusively from the Partner all works related to the preparation / modification / repairs of the Sites (construction intervention on the Sites) for the purposes of ParcelBOXes installation on the Sites, preparation of the Sites for connection of the ParcelBOXes for energy consumption (EE), their connection to the energy consumption (EE) as well as any future interventions (especially of construction nature) on the Sites relating to the ParcelBOXes. In case of a breach of this obligation:</p> <p>a) SP is obliged to compensate the damage caused to the Partner; and at the same time</p> <p>b) Partner shall be entitled to completely withdraw from the Agreement immediately.</p> |
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| Parafy: | Zmluva o nájme časti pozemku                                     | odborný garant:<br>SSM/ONA                                    |
|         | pre umiestnenie BalíkoBOXu – prenajímateľ: OMV Slovensko, s.r.o. |                                                               |
|         | Strana 4 z 17                                                    | číslo v CEEZ:<br>2080/2020<br>Klasifikácia<br>informácií: *V* |

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| <p>b) Partner oprávnený okamžite odstúpiť od Zmluvy v celom rozsahu.</p> <p>V uvedenej súvislosti sa súčasne zmluvné strany dohodli nasledovne:</p> <p>2.6.1 Prípravu umiestnenia elektrickej prípojky na budúce napojenie každého BalíkoBOXu na odber energií (EE) na každej Lokalite zabezpečí výlučne Partner, a nie SP, na náklady SP - suma nákladov vzťahujúca sa k BalíkoBOXu v lokalite pod poradovým číslom 1. podľa Prílohy č. 1 zmluvy je definovaná v bode 2.6.3 zmluvy.</p> <p>2.6.2 Inštaláciu BalíkoBOXov na Lokality uskutoční SP samostatne.</p> <p>2.6.3 Cena za vybudovanie elektrickej prípojky a vypracovanie revíznej správy k prípojke na náklady nájomcu vo výške <b>1 390,75 € bez DPH</b> sa vzťahuje k BalíkoBOXu v lokalite pod poradovým č. 1. podľa Prílohy č. 1. zmluvy – táto cena bude uhradená zo strany SP v prospech Partnera na základ Partnerom vystavenej faktúry (ktorá musí spĺňať všetky náležitosti riadneho daňového dokladu podľa príslušných právnych predpisov, najmä zák. č. 222/2004 Z. z. o DPH v platnom znení) s lehotou splatnosti do 30 dní odo dňa doručenia faktúry SP.</p> <p>2.6.4 Cena za uskutočnenie činností Partnera v zmysle bodu 2.6.1 tohto článku Zmluvy, vzťahujúca sa k umiestneniu budúcich BalíkoBOXov v zmysle tejto Zmluvy, bude vopred písomne (e-mailom) dohodnutá zmluvnými stranami na základe cenovej ponuky Partnera.</p> <p>2.7 SP je povinná pred inštaláciou každého BalíkoBOXu na príslušnej Lokalite:</p> <p>a) preveriť skutočnosť, či osadenie BalíkoBOXu podlieha/nepodlieha režimu stavebného zákona (ohlásenie zmeny stavby a pod.) a tieto skutočnosti preukázať Partnerovi; v prípade potreby</p> | <p>In respect to this, the contracting parties agreed as follows:</p> <p>2.6.1 Preparation of the location of the electrical connection for the future connection of each ParcelBOX for energy consumption (EE) at each Site will be provided for exclusively by the Partner, not SP, on the SP's costs - the sum of costs relating to the ParcelBOX placed on the site under serial number 1. according to the Annex no. 1 of the Agreement is defined in point 2.6.3 of the Agreement.</p> <p>2.6.2 The SP shall carry out installation of ParcelBOXes on Sites itself.</p> <p>2.6.3 The price for the electric connection construction as well as preparation of an inspection report for the electric connection in the amount of <b>€ 1,390.75 VAT exclusive</b> (born by the SP) relates to the ParcelBOX placed in location under serial no. 1. Of the Annex no. 1of the Agreement - this price will be paid by the SP in favor of the Partner on the basis of an invoice issued by the Partner (which must meet all legal requirements of a proper tax document according to relevant legislation, especially Act No. 222/2004 Coll. On VAT, as amended) with 30-day maturity period beginning as of the date of delivery of the invoice to the SP.</p> <p>2.6.4 The price for the performance of the Partner's activities pursuant to clause 2.6.1 of this Article of the Agreement, relating to the placement of future Package BOXes pursuant to this Agreement, will be agreed in advance in writing (by e-mail) by the contracting parties.</p> <p>2.7 Before installation of each ParcelBOX on the relevant Site the SP is obliged to:</p> <p>a) check the fact whether installation of the ParcelBOX is / is not subject to the regime under the Building Act (notification of a change of the building, etc.) and prove these facts to the Partner; in case there is a need to perform acts pursuant to the Building Act, the SP will be obliged to</p> |
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| Parafy: | Zmluva o nájme časti pozemku                                     | odborný garant:<br>SSM/ONA                                    |
|         | pre umiestnenie BalíkoBOXu – prenajímateľ: OMV Slovensko, s.r.o. |                                                               |
|         | Strana 5 z 17                                                    | číslo v CEEZ:<br>2080/2020<br>Klasifikácia<br>informácií: *V* |

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| <p>vykonania úkonov podľa stavebného zákona bude SP povinná tieto uskutočniť na vlastné náklady a požadovať primeranú nevyhnutnú súčinnosť Partnera;</p> <p>b) preveriť skutočnosť, či osadenie BalíkoBOXu nezasahuje do príľahlej pozemnej komunikácie/chodníka príslušnej ČS OMV, na ktorej sa nachádza Lokalita, spôsobom v rozpore s právnymi predpismi, resp. kolaudačným rozhodnutím vzťahujúcim sa k príslušnej ČS OMV a tieto skutočnosti preukázať Partnerovi; BalíkoBOX bude možné umiestniť na Lokalitu iba tak, aby tento nebol umiestnený v rozpore s právnymi predpismi, resp. kolaudačným rozhodnutím vzťahujúcim sa k ČS OMV na ktorej sa nachádza Lokalita.</p> <p>V prípade porušenia ktorejkoľvek z uvedených povinností bude:</p> <ul style="list-style-type: none"> <li>• SP povinná uhradiť Partnerovi škodu tým spôsobenú v celom rozsahu; a súčasne</li> <li>• Partner oprávnený okamžite odstúpiť od Zmluvy v celom rozsahu.</li> </ul> <p style="text-align: center;"><b>Čl. III</b><br/><b>PRÁVA A POVINNOSTI ZMLUVNÝCH STRAN</b></p> <p>3.1 Partner sa zaväzuje:</p> <p>a) prenechať SP k dočasnému užívaniu Lokality definované v Prílohe č. 1 Zmluvy;</p> <p>b) umožniť SP inštaláciu BalíkoBOXov na Lokality a napojenie BalíkoBOXov k napájaciemu zdroju elektriny Lokalít (220V);</p> <p>c) udržiavať Lokality v takom stave, aby tieto mohli slúžiť SP pre účely umiestnenia a prevádzkovania BalíkoBOXov;</p> <p>d) nemeniť (stavebne ani inak významne</p> | <p>carry them out at its own costs and be entitled to require the appropriate necessary interoperation from the Partner;</p> <p>b) check the fact whether installation of the ParcelBOX does not interfere with the adjacent road / sidewalk of the relevant OMV FS the Site is located on, in a manner contrary to legal regulations, resp. occupation permit relating to the relevant OMV FS and to prove these facts to the Partner; it will be possible to place ParcelBOX on the Site only in such a way that this would not be in any conflict with legal regulations, resp. occupation permit relating to the OMV FS the Site is located on.</p> <p>In case of a breach of this obligation:</p> <ul style="list-style-type: none"> <li>• SP is obliged to compensate the damage caused to the Partner; and at the same time</li> <li>• Partner shall be entitled to completely withdraw from the Agreement immediately.</li> </ul> <p style="text-align: center;"><b>Art. III</b><br/><b>RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES</b></p> <p>3.1 The Partner is obliged to:</p> <p>a) let the SP use the Sites defined in Annex no. 1 of the Agreement for temporary use;</p> <p>b) let the SP install ParcelBOXes on the Sites and connect them to the power supply of the Sites (220V);</p> <p>c) maintain the Sites in such a condition that they can serve the SP for the purposes of locating and operating of ParcelBOXes;</p> <p>d) not change (structurally or otherwise significantly modify) the Sites without</p> |
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| Parafy: | Zmluva o nájme časti pozemku<br>pre umiestnenie BalíkoBOXu – prenajímateľ: OMV Slovensko, s.r.o. | odborný garant:<br>SSM/ONA                                    |
|         | Strana 6 z 17                                                                                    | číslo v CEEZ:<br>2080/2020<br>Klasifikácia<br>informácií: *V* |
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| <p>neupravovať) Lokality bez predchádzajúceho písomného oznámenia doručeného SP minimálne 30 dní vopred;</p> <p>e) umožniť SP nerušené užívanie Lokality pre účely uvedené v čl. II ods. 2.4 Zmluvy po dobu trvania tejto Zmluvy;</p> <p>f) zaistiť nepretržitý a nerušený prístup SP, jej zákazníkom, kuriérom a subjektom vykonávajúcim servis, údržbu, opravy ku každému BalíkoBOXu v každej Lokalite avšak iba v takom rozsahu, aby súčasne nebol rušený nepretržitý prístup zákazníkov, zmluvných partnerov a pod. Partnera na ČS OMV na ktorých sa nachádzajú Lokality;</p> <p>g) umožniť SP nepretržité sledovanie pohybu jednotlivých osôb vzťahujúcich sa ku každému BalíkoBOXu v každej Lokalite prostredníctvom Kameraného systému;</p> <p>h) zaistiť nepretržitý prívod elektrickej energie ku každému BalíkoBOXu v každej Lokalite, kedy v prípade:</p> <ul style="list-style-type: none"> <li>- plánovaného výpadku elektrickej energie prúdu túto skutočnosť písomne (e-mailom na adresu: oznámiť SP v lehote minimálne 24 hodín vopred;</li> <li>- v prípade neplánovaného okamžitého výpadku elektrickej energie túto skutočnosť písomne (e-mailom na adresu: oznámiť SP v lehote do 2 hodín;</li> <li>- zisteného výpadku elektrickej energie zo strany SP, bude uvedená skutočnosť nahlásená Partnerovi písomne (e-mailom na adresu:</li> </ul> <p>i) bez predchádzajúceho písomného súhlasu SP BalíkoBOX, ani jeho časť, neprenechať k užívaniu inej osobe, akýmkoľvek spôsobom ho nezaťažovať právami tretích osôb, akokoľvek s ním nedisponovať, akokoľvek neupravovať (napr. meniť jeho povrchovú úpravu)</p> | <p>prior written notice delivered to the SP at least 30 days in advance;</p> <p>e) let the SP to use the Sites without interruption for the purposes specified in Art. II sec. 2.4 of the Agreement during the term of the Agreement;</p> <p>f) provide for continuous and undisturbed access of the SP, its customers, couriers and entities performing service, maintenance, repairs to each of the ParcelBOXes on each Site, but only to the extent that at the same time there would, not be anyhow disturbed continuous access of customers, contractual partners, etc. of the Partner on the OMV FS which Sites are located on;</p> <p>g) let the SP to continuously monitor the movement of individual persons related to each ParcelBOX on each Site via the Camera System;</p> <p>h) ensure continuous supply of electricity to each ParcelBOX on each Site, when in case of:</p> <ul style="list-style-type: none"> <li>- planned power outage to notify the SP in writing (by e-mail to the address: at least 24 hours in advance;</li> <li>- unplanned immediate power outage, notify the SP in writing (by e-mail to the address: within 2 hours;</li> <li>- detected power failure by the SP, the stated fact will be reported to the Partner in writing (by e-mail to the address:</li> </ul> <p>i) without prior written consent of the SP, not let the ParcelBOX, nor any part thereof, to use by another person, not to burden it in any way with the rights of third parties, to dispose of it, to modify it in any way (eg to change its surface treatment), not let it removed from the Site;</p> |
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| Parafy: | Zmluva o nájme časti pozemku                                     | odborný garant:<br>SSM/ONA      |
|         | pre umiestnenie BalíkoBOXu – prenajímateľ: OMV Slovensko, s.r.o. | číslo v CEEZ:<br>2080/2020      |
|         | Strana 7 z 17                                                    | Klasifikácia<br>informácií: *V* |

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| <p>alebo neumožniť premiestnenie z Lokality;</p> <p>j) upozorniť SP na vznik škody, resp. hroziacej škody o ktorej sa dozvedel, vzťahujúcej sa k BalíkoBOXom (v lehote do 72 hodín) a postupovať v súlade s havarijným plánom v zmysle Prílohy č. 4 Zmluvy, ktorá je jej neoddeliteľnou súčasťou.</p> <p>3.2 SP sa zaväzuje:</p> <p>a) uhrádzať Partnerovi riadne a včas:</p> <ul style="list-style-type: none"> <li>• odplatu za užívanie Lokalít a odber energií v zmysle čl. IV zmluvy;</li> <li>• odplatu za prípravu umiestnenia elektrickej prípojky na budúce napojenie každého BalíkoBOXu na odber energií (EE);</li> </ul> <p>b) písomne (e-mailom) informovať Partnera o začiatku montážnych prác BalíkoBOXov na Lokalitách v lehote minimálne 10 dní vopred;</p> <p>c) neprenechať užívanie Lokalít tretím osobám bez predchádzajúceho písomného súhlasu Partnera;</p> <p>d) znášať v celom rozsahu všetky náklady vzťahujúce sa k prevádzke BalíkoBOXov (ako napr. opravy, úpravy, údržbu a pod.);</p> <p>e) bez predchádzajúceho písomného súhlasu Partnera neuskutočniť žiadne stavebné opravy, resp. stavebné úpravy a iné zásahy na Lokalitách;</p> <p>f) v prípade, ak zistí potrebu vykonania opráv na Lokalite, ktoré má zabezpečiť Partner, bez zbytočného odkladu písomne oznámiť túto skutočnosť Partnerovi, nakoľko v opačnom prípade je povinná nahradiť škodu Partnerovi, ktorá vznikla v súvislosti s porušením tejto povinnosti;</p> <p>g) škody spôsobené Partnerovi na jeho majetku v súvislosti s prevádzkou</p> | <p>j) notify the SP of the occurrence of damage, resp. imminent damage relating to the ParcelBOXes (within 72 hours) the Partner learned of and proceed in line with the emergency plan under Annex no. 4 of the Agreement, which is an integral part thereof.</p> <p>3.2 The SP is obliged:</p> <p>a) to pay to the Partner properly and on time:</p> <ul style="list-style-type: none"> <li>• remuneration for the use of Sites as well as energy consumption in accordance with Art. IV of the Agreement;</li> <li>• payment for preparation of electrical connection placement for future connection of each ParcelBOX to energy consumption (EE);</li> </ul> <p>b) to inform the Partner in writing (by e-mail) about the beginning of the assembly works on the ParcelBOXes on the Sites at least 10 days in advance;</p> <p>c) to not let third parties to use the Sites without the prior written consent of the Partner;</p> <p>d) to bear all costs related to the operation of the ParcelBOXes (such as repairs, modifications, maintenance, etc.);</p> <p>e) to not carry out any construction repairs, resp. building modifications and other interventions on the Sites without the prior written consent of the Partner;</p> <p>f) in case it finds out a need to make repairs on the Site, to be provided by the Partner, notify the Partner without undue delay in writing, otherwise it shall be obliged to compensate the Partner for damages incurred in connection with breach of such obligation;</p> <p>g) completely compensate the Partner for damages as well as remove any damages caused to the Partner on the Partner's</p> |
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| Parafy: | Zmluva o nájme časti pozemku                                     | odborný garant:<br>SSM/ONA      |
|         | pre umiestnenie BalíkoBOXu – prenajímateľ: OMV Slovensko, s.r.o. | číslo v CEEZ:<br>2080/2020      |
|         | Strana 8 z 17                                                    | Klasifikácia<br>informácií: *V* |



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| <p>BalíkoBOXov, resp. akýmkoľvek inými činnosťami SP, resp. jej zákazníkov vzťahujúcich sa k prevádzkovaniu a používaniu BalíkoBOXov nahradiť v celom rozsahu a súčasne bezodkladne odstrániť v celom rozsahu;</p> <p>h) bez predchádzajúceho písomného súhlasu Partnera neuskutočniť žiadnu úpravu/zmenu BalíkoBoxov;</p> <p>i) užívať Lokality výlučne za účelom uvedeným v čl. II ods. 2.4 Zmluvy;</p> <p>j) v súlade s používaním Kamerového systému dodržiavať zákonné náležitosti v zmysle GDPR/zák. č. 18/2018 Z.z., o ochrane osobných údajov a súčasne umiestniť Kamerový systém na každej Lokalite tak, aby tento monitoroval iba BalíkoBOX a bezprostredne súvisiaci priestor v okolí BalíkoBOXu;</p> <p>k) pri prevádzkovaní, vykonávaní opráv, údržby a pod. BalíkoBOXu žiadnym spôsobom neobmedzovať Partnera v užívaní jednotlivých ČS OMV na ktorých sa nachádzajú Lokality;</p> <p>l) riadne si plniť povinnosti vyplývajúce z § 4 písm. h), i) a § 5 písm. a), b), i), j), zákona č. 314/2001 Z. z. o ochrane pred požiarmi v znení neskorších predpisov a z ostatných platných právnych predpisov na úseku ochrany pred požiarmi.</p> <p>3.3 SP sa zaväzuje zaslať vopred Partnerovi vizuál BalíkoBOXu vo vzťahu k umiestneniu obchodného mena a loga SP, a to aj v prípade každej zmeny.</p> <p>3.4 SP sa zaväzuje:</p> <p>a) neoznačiť BalíkoBOX logom/ochrannou známkou/obchodným menom a pod. iného subjektu okrem Partnera;</p> <p>b) umožniť Partnerovi umiestnenie Partnerom určeného/dodaného loga na BalíkoBOXe v súlade s Prílohou č. 4 zmluvy;</p> | <p>property in connection with the operation of ParcelBOXes, resp. any other activities of the SP, resp. its customers related to the operation and use of the ParcelBOXes;</p> <p>h) not to make any modification / change of the ParcelBOXes without the prior written consent of the Partner;</p> <p>i) to use the Sites exclusively for the purpose specified in Art. II sec. 2.4 of the Agreement;</p> <p>j) regarding use of the Camera System, to comply with the legal requirements in accordance with the GDPR / Act. no. 18/2018 Coll., On the protection of personal data and at the same time to install the Camera System at each Site in a way that it monitors the ParcelBOX and the directly surrounding area only;</p> <p>k) during operation, repairs, maintenance, etc. of the ParcelBOXes not to restrict the Partner in any way in proper use of respective OMV FS which the Sites are located on;</p> <p>l) to properly fulfill the obligations arising from § 4 letter h), i) and § 5 letter a), b), i), j), Act no. 314/2001 Coll. on fire protection as amended and from other valid legal regulations in the field of fire protection.</p> <p>3.3 SP undertakes to send the Partner a visual of the ParcelBOX in advance in relation to the placement of the SP's trade name and logo as well as in case of any change.</p> <p>3.4 SP undertakes:</p> <p>a) not to mark the ParcelBOX with a logo / trademark / trade name, etc. of another subject other than the Partner;</p> <p>b) to let the Partner to place the logo specified / delivered by the Partner on the ParcelBOX in accordance with Annex no. 4 of the Agreement;</p> |
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| Parafy: | Zmluva o nájme časti pozemku                                     | odborný garant:<br>SSM/ONA      |
|         | pre umiestnenie BalíkoBOXu – prenajímateľ: OMV Slovensko, s.r.o. | číslo v CEEZ:<br>2080/2020      |
|         | Strana 9 z 17                                                    | Klasifikácia<br>informácií: *V* |

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| <p>nakoľko v prípade porušenia tejto povinnosti bude:</p> <ul style="list-style-type: none"> <li>• SP povinná uhradiť Partnerovi škodu tým spôsobenú; a súčasne</li> <li>• Partner oprávnený okamžite odstúpiť od Zmluvy v celom rozsahu.</li> </ul> <p>3.5 SP prehlasuje a súčasne sa zaväzuje zabezpečiť po celú dobu trvania Zmluvy, že:</p> <p>a) BalíkoBOXy spĺňajú všetky príslušné STN podľa platných právnych predpisov SR;</p> <p>b) BalíkoBOXy a ich zariadenia nerušia a nebudú akýmkoľvek spôsobom rušiť vysielanie alebo príjem súčasných zariadení Partnera, a to najmä zariadení pre príjem televíznych alebo rádiových signálov/frekvencií, alarmov, internetu alebo iných systémov inštalovaných Partnerom na ČS OMV na ktorých sa nachádzajú Lokality – za účelom čoho vykonal SP obhliadku a posúdenie systémov Partnera na každej ČS OMV, na ktorej sa nachádza Lokalita, na mieste samom;</p> <p>nakoľko v prípade porušenia ktorejkoľvek z týchto povinností:</p> <ul style="list-style-type: none"> <li>• bude SP povinná uhradiť Partnerovi škodu tým spôsobenú;</li> <li>• bude SP povinná bezodkladne (do 24 hodín) prerušiť používanie takýchto BalíkoBOXov vrátane príslušenstva, ktoré sú v rozpore so skutočnosťami uvedenými v tomto odseku Zmluvy a tieto nepoužívať dotedy, pokiaľ nebudú spĺňať podmienky uvedené v tomto odseku Zmluvy;</li> <li>• a nezjednaná náprava ani v dodatočnej lehote do 15 dní bude SP povinná bezodkladne (do 3 dní) odstrániť BalíkoBOXy z tých Lokalít,</li> </ul> | <p>otherwise in case of a breach of this obligation:</p> <ul style="list-style-type: none"> <li>• SP is obliged to compensate the damage caused to the Partner; and at the same time</li> <li>• Partner shall be entitled to completely withdraw from the Agreement immediately.</li> </ul> <p>3.5 SP declares and at the same time undertakes to ensure for the entire duration of the Agreement that:</p> <p>a) the ParcelBOXes meet all relevant STN according to valid legal regulations of the Slovak Republic;</p> <p>b) the ParcelBOXes and their equipment do not interfere with or will in any way interfere with the transmission or signal reception of the Partner's current equipment, especially equipment for reception of television or radio signals / frequencies, alarms, internet or other systems installed by the Partner at OMV FS the Sites are located on – regarding such fact the SP performed an inspection and assessment of the Partner's systems at each OMV FS the Site is located on;</p> <p>otherwise in case of a breach of this obligation:</p> <ul style="list-style-type: none"> <li>• SP is obliged to compensate the damage caused to the Partner; and at the same time;</li> <li>• SP will be obliged to immediately (within 24 hours) suspend the use of such ParcelBOXes, including accessories, which</li> </ul> |
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| Parafy: | Zmluva o nájme časti pozemku                                     | odborný garant:<br>SSM/ONA      |
|         | pre umiestnenie BalíkoBOXu – prenajímateľ: OMV Slovensko, s.r.o. | číslo v CEEZ:<br>2080/2020      |
|         | Strana 10 z 17                                                   | Klasifikácia<br>informácií: *V* |

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| <p>ktoré sú v rozpore s tvrdenými skutočnosťami v zmysle tohto odseku Zmluvy.</p> <p style="text-align: center;"><b>Čl. IV<br/>ODPLATA</b></p> <p>4.1 SP sa zaväzuje uhrádzať v prospech Partnera sumu <b>125 EUR bez DPH</b> (slovom: jednotodvadsaťpäť eur) za každý BalíkoBOX/kalendárny mesiac, v ktorej je zahrnuté:</p> <p>a) Nájomné za prenechanie užívania jednej Lokality za kalendárny mesiac v sume <b>100 EUR bez DPH</b> (slovom: jedno sto eur);</p> <p>b) Platba za spotrebu <b>elektrickej energie</b> k jednému BalíkoBOXu vzťahujúca sa k jednej Lokalite v sume <b>25 EUR bez DPH</b> (slovom: dvadsaťpäť eur);</p> <p>(ďalej ako „<b>Odplata</b>“). K Odplate bude pripočítaná príslušná zákonná sadzba DPH.</p> <p>4.2 Odplata bude platená zo strany SP v prospech Partnera na základe Partnerom vystavených faktúr, a to 1x za kalendárny štvrtrok. Odplata je splatná súhrnne za všetky Lokality pozadu. Lehota splatnosti faktúry je 30 dní a začína plynúť odo dňa doručenia faktúry.</p> <p>4.3 Všetky faktúry musia spĺňať náležitosti riadneho daňového dokladu podľa príslušných právnych predpisov (najmä zák. č. 222/2004 Z. z. o DPH v platnom znení). Súčasťou faktúry je dátum splatnosti faktúry. Zmluvné strany sa dohodli, že Partner bude zasielať druhej strane faktúry poštou. Faktúry zasielané poštou sa považujú za doručené v deň prevzatia zásielky zmluvnou stranou.</p> <p>4.4 Zmluvné strany sa dohodli, že v prípade, že sa jedna zo zmluvných strán dostane do omeškania s akoukoľvek platbou voči druhej zmluvnej strane, je strana, ktorá nie je v omeškaní oprávnená požadovať od druhej</p> | <p>are in conflict with the facts stated in this section of the Agreement and prevent from using them until they meet the conditions set out in this section of the Agreement;</p> <ul style="list-style-type: none"> <li>and failing to make remedy even within an additional period of 15 days, SP will be obliged to immediately (within 3 days) remove the ParcelBOXes from those Sites that are in conflict with the claimed facts under this section of the Agreement.</li> </ul> <p style="text-align: center;"><b>Art. IV<br/>REMUNERATION</b></p> <p>4.1 SP undertakes to pay to the Partner the amount of <b>EUR 125 VAT exclusive</b> (in words: one hundred and twenty-five euros) for each ParcelBOX / calendar month, which includes:</p> <p>a) Rent in amount of <b>EUR 100 VAT exclusive</b> (in words. One hundred euros) per one Site and one calendar month;</p> <p>b) Payment for electricity consumption in amount of <b>EUR 25 VAT exclusive</b> per one ParcelBOX and one Site;</p> <p>(hereinafter referred to as the "<b>Remuneration</b>"). The relevant statutory VAT rate will be added to the Remuneration.</p> <p>4.2 The Remuneration will be paid by the SP in favor of the Partner based on Partner's invoices issued once per calendar quarter. The Remuneration is payable in aggregate sum for all Sites. There is 30-day maturity date of each invoice beginning from the date of delivery of the invoice to the SP.</p> <p>4.3 All invoices must meet the requirements of a proper tax document in accordance with the relevant legal regulations (especially Act No. 222/2004 Coll. On VAT, as amended). The invoice includes the due date of the invoice. The contracting parties have agreed that the Partner will send invoices to the other contracting party by post office. Invoices sent by post office shall be deemed to have been</p> |
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| Parafy: | Zmluva o nájme časti pozemku                                     | odborný garant:<br>SSM/ONA                                    |
|         | pre umiestnenie BalíkoBOXu – prenajímateľ: OMV Slovensko, s.r.o. |                                                               |
|         | Strana 11 z 17                                                   | číslo v CEEZ:<br>2080/2020<br>Klasifikácia<br>informácií: *V* |

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| <p>strany zaplataenie zákonných úrokov z omeškania určených vo všeobecne záväzných právnych predpisoch. Zákonný úrok z omeškania začne plynúť dňom nasledujúcim po dni splatnosti faktúry, až do dňa platby vrátane, ak platba nebola uhradená v lehote jej splatnosti.</p> <p style="text-align: center;"><b>Čl. V</b><br/><b>ZODPOVEDNOST ZA ŠKODU</b></p> <p>5.1 Každá zmluvná strana nesie zodpovednosť za spôsobenú škodu druhej zmluvnej strane v súvislosti so Zmluvou v zmysle platných právnych predpisov.</p> <p>5.2 Každá zmluvná strana je povinná vyvinúť maximálne úsilie na predchádzanie vzniku škôd, minimalizácii prípadných už vzniknutých škôd a odstráneniu vzniknutých škôd.</p> <p>5.3 Každá zmluvná strana sa zaväzuje bezodkladne informovať druhú zmluvnú stranu na akúkoľvek hroziacu škodu, resp. už vzniknutú škodu na jej strane.</p> <p>5.4 Partner nenesie zodpovednosť za škodu vzťahujúcu sa k BalíkoBOXom, okrem prípadov preukázaného zavineného porušenia právnych predpisov, resp. Zmluvy na jeho strane.</p> <p style="text-align: center;"><b>Čl. VI</b><br/><b>TRVANIE ZMLUVY</b></p> <p>6.1 Zmluva sa uzatvára na <b>dobu neurčitú</b>.</p> <p>6.2 Zmluvné strany môžu túto Zmluvu ukončiť výlučne nasledovnými spôsobmi:</p> <p>6.2.1 písomnou dohodou zmluvných strán;</p> <p>6.2.2 písomnou výpoveďou ktoroukoľvek zmluvnou stranou bez uvedenia dôvodu v 3-mesačnej výpovednej dobe, ktorá začína plynúť 1. dňom nasledujúceho kalendárneho mesiaca po doručení výpovede druhej zmluvnej strane;</p> | <p>delivered on the day of receipt of the consignment by the contracting party.</p> <p>4.4 The contracting parties agree that in case that one of the contracting parties shall be in delay with any payment in favor of other contracting party, the contracting party which is not in a delay is entitled to demand from the other contracting party of statutory late interests specified in generally binding legal regulations. Statutory late interests will begin on the day following the due date of the invoice, until the date of payment, if the payment has not been made by the due date.</p> <p style="text-align: center;"><b>Art. V</b><br/><b>LIABILITY FOR DAMAGE</b></p> <p>5.1 Each contracting party is liable for damage caused to the other contracting party in connection with the Agreement according to applicable law.</p> <p>5.2 Each contracting party is obliged to make every effort to prevent damage, minimize any damage that has already occurred and eliminate the damage.</p> <p>5.3 Each contracting party undertakes to immediately inform the other contracting party of any imminent damage, resp. already incurred damage on the other contracting party's side.</p> <p>5.4 The Partner shall not be liable for any damage incurred on the ParcelBOXes, except in cases of proven culpable violation of legal regulations, resp. Agreement on Partner's side.</p> <p style="text-align: center;"><b>Art. VI</b><br/><b>TERM OF THE AGREEMENT</b></p> <p>6.1 The Agreement is concluded for <b>indefinite period of time</b>.</p> <p>6.2 The contracting parties agree, that the Agreement may be terminated only as follows:</p> |
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| Parafy: | Zmluva o nájme časti pozemku                                     | odborný garant:                                               |
|         | pre umiestnenie BalíkoBOXu – prenájomateľ: OMV Slovensko, s.r.o. | SSM/ONA                                                       |
|         | Strana 12 z 17                                                   | číslo v CEEZ:<br>2080/2020<br>Klasifikácia<br>informácií: *V* |

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| <p>6.2.3 odstúpením od Zmluvy niektorou zmluvnou stranou v prípade:</p> <p>a) možností odstúpenia definovaných v príslušných ustanoveniach Zmluvy; pričom účinky odstúpenia nastanú dňom doručenia písomného odstúpenia od zmluvy druhej zmluvnej strane;</p> <p>b) podstatného porušenia Zmluvy druhou zmluvnou stranou (okrem skutočností v zmysle písm. a), kedy za podstatné porušenie Zmluvy sa považuje:</p> <ul style="list-style-type: none"> <li>• porušenie zmluvnej povinnosti SP a nezjednanie nápravy ani v dodatočnej lehote do 5 dní odo dňa doručenia písomnej žiadosti Partnera;</li> <li>• porušenie zmluvnej povinnosti Partnera a nezjednanie nápravy ani v dodatočnej lehote do 5 dní odo dňa doručenia písomnej žiadosti SP;</li> </ul> <p>c) ak na niektorú zo zmluvných strán je vedené exekučné konanie, bol podaný návrh na konkurz, resp. reštrukturalizáciu, príp. zamietnutý návrh na konkurz pre nedostatok majetku, resp. táto vstúpila do likvidácie.</p> <p>6.3 V prípade ukončenia Zmluvy:</p> <p>a) má Partner právo na náhradu Odplaty vzťahujúcej sa ku každej Lokalite až do momentu riadneho odstránenia BalíkoBOXu (vrátane príslušenstva) z Lokality;</p> <p>b) je SP povinná v lehote do 15 dní odo dňa ukončenia Zmluvy odstrániť BalíkoBOXy vrátane akýchkoľvek označení z Lokality a uviesť Lokality do pôvodného stavu s ohľadom na obvyklé opotrebenie; v opačnom prípade bude Partner oprávnený uskutočniť tieto úkony namiesto SP na náklady SP.</p> | <p>6.2.1 by a written agreement of the contracting parties;</p> <p>6.2.2 by a written notice of either of the contracting party without stating a reason; there is 3-month notice period beginning on the first day of the calendar month following the month in which the notice was delivered to the other contracting party;</p> <p>6.2.3 by withdrawal from the Agreement by either of the contracting party:</p> <p>a) under conditions specifically defined in respective provisions of the Agreement; termination shall take effects on a day written termination is delivered to other contracting party;</p> <p>b) in case of serious breach of the Agreement by other contracting party (except circumstances defined in letter a) above), while serious breach of the Agreement shall be considered:</p> <ul style="list-style-type: none"> <li>• breach of any of the SP's contractual obligation and failure to make remedy even within additional 5-day period counted as of a day of delivery of the Partner's notice;</li> <li>• breach of any of the Partner's contractual obligation and failure to make remedy even within additional 5-day period counted as of a day of delivery of the SP's notice;</li> </ul> <p>c) if execution proceeding being in progress against the other contracting party, proposal for bankruptcy or recovery was filed against the other contracting party, respectively the proposal for bankruptcy was dismissed for lack of assets, or the contracting party went into liquidation.</p> <p>6.3 In case of the Agreement termination:</p> <p>a) the Partner shall be entitled to Remuneration relating to each Site until the moment of proper removal of the</p> |
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| Parafy: | Zmluva o nájme časti pozemku                                     | odborný garant:<br>SSM/ONA                                    |
|         | pre umiestnenie BalíkoBOXu – prenájomateľ: OMV Slovensko, s.r.o. |                                                               |
|         | Strana 13 z 17                                                   | číslo v CEEZ:<br>2080/2020<br>Klasifikácia<br>informácií: *V* |

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| <p style="text-align: center;"><b>Čl. VII</b><br/><b>KOMUNIKÁCIA ZMLUVNÝCH STRAN</b><br/><b>A DORUČOVANIE PÍSMONOSTÍ</b></p> <p>7.1 Zmluvné strany sa zaväzujú bezodkladne si poskytovať všetky informácie nevyhnutné a potrebné k riadnemu splneniu svojich zmluvných záväzkov, a to najmä informovať druhú zmluvnú stranu o všetkých skutočnostiach, ktoré sú alebo môžu byť dôležité pre riadne splnenie Zmluvy.</p> <p><b>7.2 Doručovanie</b></p> <p>7.2.1 Odstúpenie od zmluvy, výpoveď zmluvy, dodatky k zmluve, budú vyhotovené písomne (v papierovej podobe) a doručené druhej zmluvnej strane osobne alebo zaslané kuriérom/poštou prostredníctvom doporučenej zásielky, kedy ostatná korešpondencia bude môcť byť zasielaná medzi zmluvnými stranami aj prostredníctvom e-mailovej komunikácie.</p> <p>7.2.2 Ak bolo:</p> <p>a) oznámenie/korešpondencia doručované osobne, považuje sa za doručené okamihom jeho doručenia adresátovi, resp. odmietnutím prevzatia adresátom;</p> <p>b) oznámenie/korešpondencia doručované kuriérom, považuje sa za doručené okamihom jeho doručenia adresátovi, resp. odmietnutím prevzatia adresátom;</p> <p>c) oznámenie/korešpondencia doručované poštou, považuje sa za doručené dňom, v ktorom ho adresát prevzal alebo odmietol prevziať, alebo v deň keď sa uložená zásielka zaslaná na adresu sídla adresáta vrátila späť odosielateľovi;</p> <p>d) oznámenie/korešpondencia zasielané</p> | <p>ParcelBOX (including accessories) from the Site;</p> <p>b) SP is obliged to remove the ParcelBOXes, including any markings, from the Sites, and to restore the Sites to their original condition with regard to normal wear and tear within 15 days from the date of termination of the Agreement, otherwise the Partner will be entitled to perform these actions instead of the SP at the SP's costs.</p> <p style="text-align: center;"><b>Art. VII</b><br/><b>COMMUNICATION AND DELIVERY OF DOCUMENTS</b></p> <p>7.1 The contracting parties undertake to provide each other without delay with all information necessary and needed for proper performance of their contractual obligations, in particular to inform the other contracting party of all facts which are or may be relevant for the proper performance of the Agreement.</p> <p><b>7.2 Delivery of documents</b></p> <p>7.2.1 Withdrawal from the Agreement, notice on termination of the Agreement, amendments to the Agreement (in paper form) will be made in writing and delivered to the other contracting party in person or sent via registered post or courier, when other correspondence will be sent between the contracting parties via e-mail.</p> <p>7.2.2 If:</p> <p>a) a notification / correspondence was delivered personally, it shall be deemed to have been delivered at the time of its delivery to the addressee, and even when rejected by the addressee;</p> <p>b) a notification/ correspondence was delivered by the courier, it shall be deemed to have been delivered at the time of its delivery to the addressee, and even when rejected by the addressee;</p> |
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| Parafy: | Zmluva o nájme časti pozemku<br>pre umiestnenie BalíkoBOXu – prenajímateľ: OMV Slovensko, s.r.o. | odborný garant:<br>SSM/ONA                                    |
|         | Strana 14 z 17                                                                                   | číslo v CEEZ:<br>2080/2020<br>Klasifikácia<br>informácií: *V* |
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| <p>e-mailom, považuje sa doručené v momente prenosu, v prípade pochybností nasledujúci pracovný deň (pre účely vylúčenia pochybností si zmluvné strany nastavlia svoje e-mailové adresy na automatické zasielanie potvrdenia doručenia vzájomných e-mailových správ).</p> <p>7.3 Kontaktnými osobami zmluvný strán pre účely komunikácie vo vzťahu k Zmluve sú:</p> <p>a) na strane Partnera:</p> <p><b>Ladislav Czorič</b></p> <p>b) na strane SP:</p> <p><b>Barbora Lukačovičová</b></p> <p><b>ČL. VIII</b><br/><b>ZÁVEREČNÉ USTANOVENIA</b></p> <p>8.1 Táto zmluva je platná dňom jej podpísania obidvomi zmluvnými stranami a účinná dňom nasledujúcim po dni jej zverejnenia v Centrálnom registri zmlúv.</p> <p>8.2 Zmluvné strany sú uzrozmene s tým, že táto zmluva sa považuje za povinne zverejňovanú zmluvu v zmysle Zákona č. 211/2000 Z.z. o slobodnom prístupe k informáciám v znení neskorších predpisov. Zároveň zmluvné strany súhlasia s tým, že Slovenská pošta, a.s., zverejní celý obsah tejto zmluvy v centrálnom registri zmlúv vedenom Úradom vlády SR.</p> <p>8.3 Partner prehlasuje, že sa dôkladne oboznámil s Protikorupčným kódexom obchodného partnera, ktorý je dostupný na <a href="http://www.posta.sk">www.posta.sk</a>, s jeho znením súhlasí a zaväzuje sa ho dodržiavať, na znak čoho pripája pod znenie Zmluvy svoj podpis.</p> <p>8.4. SP vyhlasuje, že sa oboznámila s Etickým Kódexom OMV, ktorý je uvedený na webovej</p> | <p>c) a notification/correspondence was delivered by registered post, it shall be deemed to have been delivered on a day the addressee accepted it or refused to accept, or on third (3<sup>rd</sup>) day the mail was submitted to the post office if stored mail was returned back to the sender;</p> <p>d) a notification / correspondence sent by e-mail, it shall be deemed delivered at the time of transmission or notification, in case of doubt the next business day (to avoid any doubts the contractual parties shall set up their e-mail addresses to automatic mode sending confirmations on e-mail delivery).</p> <p>7.3 Communication of the contracting parties relating to the Agreement shall primarily be carried out by following representatives of the contracting parties:</p> <p>a) Partner's representative:</p> <p><b>Ladislav Czorič</b></p> <p>b) SP's representative:</p> <p><b>Barbora Lukačovičová</b></p> <p><b>Art. VIII</b><br/><b>FINAL PROVISIONS</b></p> <p>8.1 This Agreement becomes valid on the day it gets signed by both contracting parties and effective on the day following the day of its publication in the Central Register of Contracts.</p> <p>8.2 The contracting parties are aware that this Agreement is considered to be a mandatory published agreement according to the Act no. 211/2000 Coll. on free access to information, as amended. At the same time, the contracting parties agree that Slovenská pošta, a.s., will publish the entire content of this Agreement in the central register of contracts kept by the Office of the Government of the Slovak Republic.</p> |
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| Parafy: | Zmluva o nájme časti pozemku                                      | odborný garant:<br>SSM/ONA                                    |
|         | pre umiestnenie BalíkoBOXu – prenájomat'el: OMV Slovensko, s.r.o. | číslo v CEEZ:<br>2080/2020<br>Klasifikácia<br>informácií: *V* |
|         | Strana 15 z 17                                                    |                                                               |

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| <p>stránke: <a href="http://www.omv.sk/sk-sk/o-omv/eticky-kodex">www.omv.sk/sk-sk/o-omv/eticky-kodex</a>.</p> <p>8.5 Zmluvu možno meniť a dopĺňať len po vzájomnej dohode zmluvných strán formou písomných dodatkov podpísaných obidvomi zmluvnými stranami, okrem prípadov výslovne uvedených v príslušných ustanoveniach Zmluvy.</p> <p>8.6 Zmluvné strany sa zaväzujú oznamovať si navzájom bez zbytočného odkladu zmenu údajov súvisiacu s touto Zmluvou.</p> <p>8.7 Práva a povinnosti neupravené v tejto zmluve sa riadia ustanoveniami Obchodného zákonníka, Občianskeho zákonníka v platnom znení, ako aj ďalšími právnymi predpismi Slovenskej republiky.</p> <p>8.8 Zmluva sa vyhotovuje v piatich (5) rovnocenných rovnopisoch v SVK – ENG verzii s platnosťou originálu, z ktorých Partner obdrží dve (2) a SP tri (3) zmluvnými stranami podpísané vyhotovenia. V prípade rozporov má prednosť SVK znenie.</p> <p>8.9 Zmluvné strany vyhlasujú, že zmluvu uzatvorili na základe ich slobodnej a vážnej vôle, Zmluva nebola uzatvorená v tiesni, za nápadne nevýhodných podmienok, Zmluvu si pred jej podpísom riadne prečítali a jej obsahu porozumeli, na znak čoho pripojili svoje vlastnoručné podpisy.</p> <p>8.10 SP nie je oprávnený previesť práva/postúpiť pohľadávky a/alebo povinnosti zo Zmluvy bez predchádzajúceho písomného súhlasu Partnera.</p> <p>8.11 Neoddeliteľnú súčasť zmluvy predstavujú nasledovné prílohy:</p> <p>Príloha č. 1 – Špecifikácia Lokality/Lokalít a vizualizácia umiestnenia BalíkoBOXov</p> <p>Príloha č. 2 – Špecifikácia zariadenia BalíkoBOXu</p> <p>Príloha č. 3 – Havarijný plán pre BalíkoBOXy</p> <p>Príloha č. 4 – OMV logo</p> | <p>8.3 The Partner declares to be properly acquainted with the Anti-Corruption Code of the business partner being available at <a href="http://www.posta.sk">www.posta.sk</a>, agrees with its wording and undertakes to comply with it, in witness whereof the Partner attaches its signature to the Agreement.</p> <p>8.4 SP declares to be properly acquainted with the OMV Code of Ethics being available on the website: <a href="http://www.omv.sk/sk-sk/o-omv/eticky-kodex">www.omv.sk/sk-sk/o-omv/eticky-kodex</a>.</p> <p>8.5 Any modifications or addendums to the Agreement may be done only in a form of written amendments signed by the contracting parties, except cases specifically defined in respective provisions of the Agreement.</p> <p>8.6 The contracting parties are obliged to inform each other without undue delay about any change of data relating to the Agreement.</p> <p>8.7 Rights and obligations not specifically defined in the Agreement shall be governed by provisions of the Commercial Code, Civil Code as well as other laws of the Slovak republic.</p> <p>8.8 The agreement is prepared in five (5) counterparts in SVK – ENG version, while Partner will gain two (2) and the SP will gain three (3) counterparts signed by the contracting parties. In case of any misinterpretations the SVK version shall prevail.</p> <p>8.9 The contracting parties proclaim they concluded this Agreement freely and seriously, and not in any duress or under visibly disadvantageous conditions, they have acknowledged themselves properly with its consent and understood it well before signing, in witness whereof they signed the Agreement.</p> <p>8.10 The SP is not entitled to transfer rights / assign receivables and / or obligations under the Agreement without the prior written consent of the Partner.</p> |
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| Parafy: | Zmluva o nájme časti pozemku<br>pre umiestnenie BalíkoBOXu – prenajímateľ: OMV Slovensko, s.r.o. | odborný garant:<br>SSM/ONA                                    |
|         | Strana 16 z 17                                                                                   | číslo v CEEZ:<br>2080/2020<br>Klasifikácia<br>informácií: *V* |



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| <p>8.12 Zmluvné strany sú povinné postupovať vo vzťahu k ochrane/spracúvaniu osobných údajov v súlade s Nariadením Európskeho parlamentu a rady č. 2016/679 o ochrane fyzických osôb pri spracúvaní osobných údajov a o voľnom pohybe takýchto údajov (GDPR) ako aj zákonom č. 18/2018 Z. z. o ochrane osobných údajov a o zmene a doplnení niektorých zákonov. Zásady ochrany osobných údajov OMV Slovensko, s.r.o. sú uvedené na webovej stránke <a href="http://www.omv.sk/sk-sk/o-omv/ochrana-udajov">www.omv.sk/sk-sk/o-omv/ochrana-udajov</a>.</p> <p>Bratislava, .....</p> <p><b>OMV Slovensko, s.r.o.:</b></p> <p>.....<br/>Gernot Gollner<br/>konateľ/company executive</p> <p>.....<br/>Ing. Eva Poncová<br/>prokurista/company proxy</p> | <p>8.11 Following annexes represent inseparable part of the Agreement:</p> <p>Annex No. 1 – Site/Sites specification and visualization of the ParcelBOXes placement</p> <p>Annex No. 2 - Specification of the ParcelBOX device/equipment</p> <p>Annex No. 3 - ParcelBOX emergency plan</p> <p>Annex No. 4 – OMV logo</p> <p>8.12 The contracting parties are obliged to proceed with respect to the protection / processing of personal data in accordance with EUR regulation No. 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (GDPR), as well as by Act no. 18/2018 Coll. on the protection of personal data and on amendments to certain laws. Privacy policy OMV Slovensko, s.r.o. are listed at <a href="http://www.omv.sk/sk-sk/o-omv/ochrana-udajov">www.omv.sk/sk-sk/o-omv/ochrana-udajov</a>.</p> <p>Banská Bystrica, .....</p> <p><b>Slovenská pošta, a.s.:</b></p> <p>.....<br/>Ing. Emília Soukupová<br/>špecialista odboru nájomnej agendy / rental agenda department specialist</p> <p>.....<br/>Ing. Martin Vanko<br/>vedúci odboru centrálného controllingu / head of central controlling</p> |
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| Parafy: | Zmluva o nájme časti pozemku<br>pre umiestnenie BalíkoBOXu – prenajímateľ: OMV Slovensko, s.r.o. | odborný garant:<br>SSM/ONA                                    |
|         | Strana 17 z 17                                                                                   | číslo v CEEZ:<br>2080/2020<br>Klasifikácia<br>informácií: *V* |
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