



## GENERAL CONDITIONS FOR ARZ ELECTRONIC SEASONAL TOLL COLLECTION

- seasonal toll prepayment at 33.48% discount -

1. TERMS
  - 1.1. "ARZ" – means Rijeka-Zagreb Motorway Plc., motorway construction and management company, Širolina 4, Zagreb.
  - 1.2. "General conditions for Electronic seasonal toll collection (ENSC)" – means ARZ's general conditions for electronic payment of ARZ's seasonal toll – prepayment at 33.48% discount.
  - 1.3. "ENSC device" – means seasonal device sold by ARZ for a determined vehicle category that is defined in the User's invoice-delivery note, for which ARZ maintains a seasonal prepayment account or prepayment accounts, and it represents an electronic medium for toll payment.
  - 1.4. "Point of sale" – means toll plaza at the motorway and/or tolled road structure (Krk Bridge) for which it is possible to pay toll using ENSC device.
  - 1.5. "User" – means adult natural or legal person, or small business owner for whom ARZ maintains prepayment account or accounts on its central toll collection server, which communicates with all Points of sale where it is possible to pay toll using an ENSC device.
  - 1.6. "Electronic toll payment system" – means the system with which ARZ maintains Prepayment account for the User on its central toll collection server, which communicates with all Points of sale. The central server makes a record of every payment and amount spent according to the distance travelled on the motorway. All the data on the central server are gross amounts without the computed discount, and the system enables creation of a transaction log for each individual account.
  - 1.7. "Acceptable account balance" – means every Prepayment account balance in gross amount on the central server that is higher than zero.
  - 1.8. "Toll" – means the amount determined by the ARZ decision in force on the toll amount and toll collection system for the use of tolled motorways and road structures according to the current price list, as well as, in case of tolled motorways and road structures that are managed by another operator, the amount determined by the other operator's decision on the toll amount and toll collection system for the use of tolled motorways and road structures according to their current price list. Value added tax is included in the toll.
  - 1.9. "Toll prepayment" – means prepaid toll that is deposited in the Prepayment account at the time of ENSC device purchase and any topping up of the prepayment account for future ENSC device use in the minimal amount from article 4.9. hereof as well as the 33.48% discount calculated when passing through.
  - 1.10. "Interoperable payment system" – means that the ENSC device is accepted as the electronic payment medium at points of sale of Croatian Motorways Ltd. as well as at points of sale of Bina-Istria Plc. (with compulsory opening of the user account pursuant to the BINA-Istria conditions).



- 1.11. "Holder" means every person that uses an ENSC device to pay the toll.
- 1.12. "Seasonal toll prepayment period" – means the period from November 1<sup>st</sup> of the current year to March 31<sup>st</sup> of the next year.
- 1.13. "Prepayment account" – means the account that ARZ maintains for the User on its central toll payment server that communicates with all points of sale allowing ENSC device toll payment, and is maintained for vehicles in one vehicle category.
- 1.14. "Vehicle category" – means the vehicles sorted into a category in accordance with the ARZ decision on the toll amount and toll collection system for the use of tolled motorways and road structures.
- 1.15. "General conditions for electronic toll collection (ENC) - seasonal device" – means General conditions for ARZ's ENC seasonal devices – prepayment discount of 33.48% in the seasonal toll collection period on the toll amount.

## **2. ENSC DEVICE PURCHASE**

- 2.1. The ENSC User can be the legal or natural person or small business owner that signs the application form and pays the ENSC device fee, signs the invoice-delivery note, and provides all the required documents from the application form.
- 2.2. ARZ decides on the application approval at their own discretion, reserving the right to refuse it and is not obliged to justify its decision.
- 2.3. If ARZ approves the application, it will sell the ENSC device to the User. The handover of the device to the User takes place in person at the following points of sale:
  - Sales office Lučko phone: 01 6515-298/299
  - Sales office Rijeka phone: 051 433-292/295
  - Sales office Krk Bridge phone: 051 433-621/622
  - Sales office Rupa phone: 051 433-684
- 2.4. By signing the application, the User accepts all rights and obligations from the General conditions for ENSC and General conditions for ENC in cases of conversion of toll overpayment in accordance with the article 4.19. hereof.
- 2.5. The date of receipt of the ENSC device is the commencement date of the ARZ contract on electronic toll collection using ENSC device, and it is the day the contractual relation between ARZ and the User begins.
- 2.6. The User becomes the owner of ENSC device and the holder at the fee that is defined by the ARZ decision in force on the day of contract commencement. The User will pay the fee at the time of receipt of the ENSC device and prepay toll for each ENSC device purchased.



- 2.7. If the ENSC device is damaged for any reason, except the device malfunction, the User can buy a replacement ENSC device at the price that is defined by the ARZ decision in force on the day of purchase of the replacement ENSC device.
- 2.8. The User will promptly inform ARZ in writing about every change of User's data as well as possible change of the responsible person's address and other data from the application form needed to purchase the ENSC device.

### **3. USER AND ARZ'S GENERAL LIABILITY**

- 3.1. The User will be liable for expenses incurred with the ENSC device. The User of the ENSC device will place the purchased ENSC device on the inside of the windscreen, as explained in the ENSC device instructions. The ENSC User is allowed to use the device in multiple vehicles of the same category. When the User wishes to use a single device for multiple vehicles, an adequate number of holders will be purchased, one per vehicle, at the price defined in the ARZ decision from paragraph 2.6. hereof. ARZ is not liable for any damages of the ENSC device or damage incurred to the User or a third party due to actions contrary to this article of the General conditions for ENSC.
- 3.2. The ENSC User undertakes to use the ENSC device solely for the toll payment for the vehicle category that is listed in the invoice-delivery note. If the ENSC device is used for payment of toll for a higher category vehicle, the User agrees that ARZ will charge for the difference up to the full toll amount without the discount for the vehicle category in question in accordance with the paragraph 1.8. hereof.
- 3.3. The User agrees that ARZ can terminate the contract if the ENSC device is used more than three (3) times to pay for higher vehicle category toll than the one for which the device has been registered.
- 3.4. ARZ is not obliged to repay the overpaid toll if the ENSC device is used to pay for lower vehicle category toll.
- 3.5. The User will advise each ENSC Holder of the General conditions for ENSC. The User will be held liable if the ENSC User or Holder act contrary to the General conditions for ENSC, and will repay all thus incurred costs to ARZ.
- 3.6. If the Electronic toll payment system breaks down, ARZ will repair the system as soon as possible. ARZ is not liable for any damage suffered by the User due to inability to use the ENSC device in the case of such ENSC system breakdown. ARZ will not be liable for the operation of the interoperable toll payment system and the other operator's activity.
- 3.7. ARZ guarantees discretion and protection of all data pertaining to the payment and use of funds in the Electronic toll payment system in accordance with the business ethics code.
- 3.8. The User will be charged a contractual penalty of two toll amounts for the adequate vehicle category for the longest distance from the motorway exit if they:
  - reach the exit plaza without the electronic record of the point of entry,



- reach the exit plaza with the electronic record of the entry of more than 36 hours ago, without a proof of reason for the detainment on the motorway,
- do not use the data from the electronic device with which they entered the motorway.

#### **4. USE OF THE ENSC DEVICE AND PREPAYMENT**

- 4.1. The User is allowed to use the ENSC device for unlimited toll collection in the Seasonal prepayment period for the vehicle category for which the ENSC device is registered and for which a corresponding Seasonal prepayment account is maintained by ARZ. The User is also allowed to use the ENSC device to pay toll for the vehicle category for which the ENSC device is registered outside the Seasonal prepayment period in accordance with the paragraph 4.16. hereof.
- 4.2. If the purchased ENC device comes with a (2-year) warranty, the batteries need to be activated by placing the device in the appropriate holder. The device needs to be mounted on the right spot on the windscreen, as described in the Mounting conditions. If the User does not follow the instruction manual, any complaints concerning double billing due to multiple devices in the vehicle will be rejected.
- 4.3. The ENSC User will keep distance of at least 10 meters from the previous vehicle when passing through the ENC tollgate. If the tollgate bar fails to rise (negative account balance, device malfunction etc.), the User of the closed toll collection system will take the magnetic card and hand it to the tollbooth operator at the exit. If the User fails to adhere to the herein described procedure, a contractual penalty will be charged as per paragraph 6 of the Toll collection regulations.
- 4.4. ARZ reserves the right to limit or revoke the use of the ENSC device without explanation.
- 4.5. The User can cancel the use of the ENSC device in writing without explanation. In that case, the amount of the unused prepayment minus the expenses to be covered by the User will be refunded to the User within 30 days of the receipt of the written cancellation note.
- 4.6. The User cannot ask for a refund of prepaid money from the prepayment account, except in the case from article 4.5. The User can continue to use it for toll payment using the same or different prepayment product.
- 4.7. At the time of ENSC device cancellation, expiration or revocation, the User will refrain from any attempt at using the ENSC device. The User bears any costs of ENSC device revocation.
- 4.8. The ENSC device can be used as an electronic medium for toll payment on the following motorways: A1: Zagreb – Split – Čarapine; A3: Bregana – Zagreb – Lipovac; A4: Zagreb – Goričan; A5: Beli Manastir – Osijek – Svilaj; A6: Zagreb – Rijeka; A7: Rupa – Rijeka; D102: Krk Bridge, and on the sections managed by Bina Istria Plc. (with compulsory opening of the user account pursuant to the BINA Istria conditions).



- 4.9. The minimum prepayment amount per ENSC device, which is subject to change, is determined by ARZ. The current minimum amounts are as follows (per vehicle category):

For NATURAL persons:		For LEGAL persons:	
I	1,200 HRK	I	3,000 HRK
II	1,900 HRK	II	5,000 HRK
III	2,700 HRK	III	7,000 HRK
IV	4,100 HRK	IV	11,000 HRK

- 4.10. The User can be issued only one ENSC device per seasonal prepayment account. The User can have multiple seasonal prepayment accounts and corresponding ENSC devices with deposited minimal prepayment (pursuant to paragraph 4.9.)
- 4.11. Prepayment account top-up is possible in ARZ's authorized sales offices (with cash, credit and debit cards), by general payment slip, e-banking, text-message code (outside the seasonal period) and online through web shop portal [enc.arz.hr](http://enc.arz.hr). All information on toll prepayment is available by a free call to 0800-0111 and on the company's web site, [www.arz.hr](http://www.arz.hr).
- 4.12. If the User has a negative balance, debt will be settled within 3 (three) months from the day of the account being overdrawn. If not, ARZ will pursue the settlement using all legal options.
- 4.13. Statute of limitations comes into effect three (3) years after the last deposit and no refund requests for unused funds from the User account will be granted to Users of prepayment products. The funds will remain in the User account and can be used for toll payment with the same or different prepayment product (decision no. 9-24-11/11).
- 4.14. To settle the User's debt, ARZ is allowed to withdraw money from the User's other prepayment accounts recorded in the ARZ accounts. A User's account can also be debited to settle any debt from registered passage transactions (decision no. 8-24-11/11).
- 4.15. If the purchased ENSC device comes with a 2-year warranty (from the date of purchase), the replacement of a malfunctioning device is free of charge provided the User acted in accordance with the General conditions for ENSC and provides proof of purchase. After the warranty period, the replacement is charged at market price. Refund is not possible for the returned ENSC device.
- 4.16. At the time of purchase or top-up of the prepayment account, the User will be issued a bill stating the ENSC device fee with VAT included and/or toll amount in the following way: toll amount, VAT amount, and fee. When using the ENSC device passing through the Point of sale, the toll amount for the travelled distance will be reduced by 33.48% in the seasonal prepayment period, and by 21.74% outside the seasonal prepayment period.
- 4.17. The ENSC device can be used to pay toll on motorway sections managed by ARZ immediately after top-up of the seasonal prepayment account, and on sections managed by Croatian Motorways Ltd. and Bina-Istria Plc. (with obligatory registration) two hours after the top-up.
- 4.18. At the User's request by the 15<sup>th</sup> day of the month, ARZ will provide a statement of all account transactions for the previous month.



- 4.19. If after the seasonal prepayment period there is a positive balance in the prepayment account, the funds are transferred to the account with 21.74% toll discount on April 1<sup>st</sup> of the current year. The User agrees to use the converted toll amount according to the General conditions for ENC. Outside the seasonal prepayment period, the User can use the ENSC device for the vehicle category for which the device was registered with ARZ.
- 4.20. At the start of the following seasonal prepayment period, the existing Users of ENC devices are automatically awarded 33.48% discount on the unused funds provided the minimum payment according to paragraph 4.9. hereof. If the User has a standard ENC device and wishes to convert it to seasonal, the 33.48% discount can be used subject to a previous written request to ARZ and the minimum deposit on the prepayment account according to paragraph 4.9. hereof. All subsequent deposits in the seasonal period have to be in the amount according to paragraph 4.9.

## 5. USER'S RESPONSIBILITY

- 5.1. The ENSC User undertakes to keep enough money in the account to cover the toll. In case the funds are insufficient, the User agrees that electronic toll payment be denied at the Point of sale.
- 5.2. The ENSC device can be used solely for the vehicle category for which the device was purchased, and in case of discrepancies of the vehicle with the vehicle category for which the ENSC device was registered, ARZ will act according to provisions of paragraphs 3.2., 3.3. and 3.4. hereof.
- 5.3. The User is liable for any unauthorized or illegal use of the ENSC device. At the request of the tollbooth operator, the Holder will present the identity card or passport. ARZ can, but is not obliged, to determine the Holder's identity.
- 5.4. In case of loss or theft of the ENSC device, the User will promptly inform ARZ thereof in writing (telegram, e-mail, telefax etc.).
- 5.5. In case of loss or theft of the ENSC device, ARZ will block the device at the User's request. The User can purchase a new device in accordance with paragraph 2.7. hereof.
- 5.6. If the loss or theft is not reported, ARZ will not be liable for any transactions or damages incurred with the ENSC device after the loss or theft, and will not compensate the User.
- 5.7. The User will compensate ARZ for any expenses incurred in the use of the ENSC device in case of its loss or theft, before ARZ is notified thereof in accordance with paragraph 5.4. hereof, and will cover any unauthorized overdraft within 30 days. Should the User fail to do so, ARZ will send the User a letter before action and then start the claims collection action. Unauthorized overdraft is any account balance lower than the acceptable account balance. The debt is considered to be settled once the money is transferred to the ARZ account.
- 5.8. The User is responsible for any mechanical damage to the ENSC device that renders the device unusable in the electronic toll payment system and interoperable payment system, as



well as for loss or theft of the ENSC device. The User will pay the replacement ENSC device fee at the price defined by the ARZ decision in force on the day of purchase of the replacement ENSC device.

## 6. FINAL PROVISIONS

- 6.1 In order to protect its operation or for any other justifiable reasons, ARZ can change the General conditions for ENSC, of which it will inform the User through ARZ's web site.
- 6.2 On the day these General conditions come in force, the previous cease to be valid. These General conditions come into force and are implemented as of June 20<sup>th</sup>, 2014.
- 6.3 The discounts hereof are operational as of June 8<sup>th</sup>, 2012.

## 7. COMPLAINTS

- 7.1 The complaint period is six (6) months from the day of the disputable transaction date. Complaints after the above period will not be processed (Management decision no. 15-06-05/11 of June 7<sup>th</sup>, 2011).
- 7.2 Complaints regarding the collected toll can be made on toll-free telephone number 0800 0111 or by email on [reklamacije@arz.hr](mailto:reklamacije@arz.hr).

## 8. JURISDICTION

- 8.1 In the event of dispute, the competent court is the court of Zagreb.