

General conditions for electronic toll collection in stimulating model of toll payment "ENC in subsequent charging system with credit/petrol card with a 13,04% discount"

1. Definitions

- 1.1. "HAC" - shall mean the company HRVATSKE AUTOCESTE d.o.o. for operation, construction and maintenance of motorways, Širolina 4, Zagreb.
- 1.2. "General Conditions for HAC Electronic Toll Collection using Standing Order for heavy vehicles" (hereinafter: General Conditions for ENC SO) - shall mean the General Operating Conditions of HAC for electronic toll collection by means of credit cards using standing order. These General Conditions define the main discount for this mode of payment.
- 1.3. "SO ENC device" - shall mean the device which HAC has sold for a certain vehicle category whose data are quoted in the delivery note, to a User, and which is tied to a relevant credit card with the standing order and for which HAC keeps a SO ENC account, and which represents an electronic medium for toll payment.
- 1.4. "Toll Collection Point" - shall mean a toll plaza for the use of a motorway and/or a tolled structure for which payment by an ENC device was approved.
- 1.5. "Authorised point of sale of HAC" - shall mean a designated point of sale on which it is possible to purchase an ETC device the so-called "ENC" and contract the SO ENC service; the list of such points is given on the web page of HAC.
- 1.6. "User" - shall mean a natural person over the age of 18, a legal person or a trader/craftsman for whom HAC keeps a SO ETC account or accounts in the HAC integral information system.
- 1.7. "IIS HAC" - shall mean an integral information system of HAC used for communication with the central server and all toll points where toll is paid using SO ENC device. In IIS HAC each transaction is recorded according to the travelled section on SO ENC account of the User.
- 1.8. "Electronic Toll Collection System with credit cards using standing order" - shall mean a system that HAC uses to keep a SO ENC Account for the User using SO ENC device in IIS of HAC.
- 1.9. "SO ENC account" – shall mean an account that HAC keeps for the User in IIS HAC with all incurred transactions using SO ENC device and it is kept for vehicles of the same category.
- 1.10. "Toll" - shall mean the amount determined by a valid decision of HAC on the amount of the Toll and the Toll Collection System for the use of motorways and other tolled structures in accordance with the valid price list, and, concerning the sections of the motorway and tolled structures operated by another operator, the amount established by the decision of another operator on the amount of Toll and Toll Collection System for the use of motorways and tolled structures in accordance with the relevant price list of that operator. The Toll includes the value added tax.
- 1.11. "Credit card" – shall mean all valid credit cards for which the User has executed a standing order with the card issuer to conclude transactions on their behalf and for their account in favour of HAC for toll collection with the SO ENC device.
- 1.12. "Interoperable Payment System" – shall mean that the SO ENC device issued by HAC shall be accepted as the toll payment medium at the toll collection points of other concession companies i.e. legal entities with whom HAC has signed an interoperability agreement.
- 1.13. "Basic discount" - shall mean a toll discount of 13,04% in line with the relevant HAC decision on the toll collection levels and toll collection system for the use of motorways for heavy vehicles paying toll with SO ENC device in the electronic toll collection with credit cards using standing order.

2. Purchasing the SO ENC device

- 2.1. Any legal entity, a trader/craftsman or a natural person who signs the Application Form and pays a charge for the SO ENC device, has a valid credit card and executed standing order with the card issuer can become a User of SO ENC device. By signing a delivery note the User confirms the receipt of the SO ENC device and validity of all data quoted in the Application Form. The User of a SO ENC device gives the standing order to the card issuer by signing the Application Form in favour of HAC for toll collection.

- 2.2. HAC shall decide on the acceptance of the Application Form at its own discretion and shall have the right to reject the Application Form, without the obligation of explaining its decision.
- 2.3. If HAC reaches a favourable decision concerning the Application Form, it shall issue a SO ENC device to the User. The device shall be delivered to the User personally at the points of sale of HAC.
- 2.4. On the day of signing the Application Form the User accepts the rights and obligations from these General Conditions.
- 2.5. It shall be deemed that on the day of the delivery of the SO ENC device an agreement on the use of the HAC ENC by credit cards using standing order has been concluded, and that from that day a contractual relationship between HAC and the User is established. The agreement on the HAC electronic toll collection by credit cards using standing order shall be in force till the date of expiry of the credit card validity, till cancellation of the credit card and/or cancellation of the standing order and if the User wants to extend the contractual relationship they are obligated to enter into a new agreement in accordance with the relevant General Conditions for SO ENC not later than 15 days prior to the expiry of the deadline for which the subject agreement has been executed.
- 2.6. The User becomes the owner of the SO ENC device by purchasing the SO ENC device for the selling price of HAC. While purchasing the SO ENC device at the moment of contracting the service of HAC ENC with credit cards using standing order, a user name and a password for accessing the toll web page prodaja.hac.hr will be created.
- 2.7. If damage to the SO ENC device is caused by any reason, except by the reasons originating from the device itself, the User can purchase a replacement SO ENC device at the selling price of HAC on the day of purchase of replacement SO ENC device.
- 2.8. The User shall inform HAC in writing, without any delay, of any change in the User's data and changes in any other data in the Application Form for the purchase of the SO ENC device.

3. General responsibility of the User and HAC

- 3.1. The User shall be responsible to HAC for expenses made by using the SO ENC device. The User of the SO ENC device shall be obliged to mount the purchased SO ENC device on the inside of the front windscreen of the vehicle, in accordance with the guideline on mounting the SO ENC device. The User of the SO ENC device is not authorized to use a single SO ENC device for multiple vehicles of the appropriate category. HAC shall not be liable to the User for the damage on the SO ENC device or the damage which occurred as a result of actions contrary to these General Conditions.
- 3.2. The User of the SO ENC device undertakes to use the SO ENC device for toll collection solely for the vehicle category that is quoted in the Application Form and the delivery note and only during the validity period of the card and on the condition that they have a properly executed agreement on standing order with the credit card issuer. If the SO ENC device should be used for toll collection for a vehicle of a higher category, than the User agrees for HAC to charge the difference to the full amount of the toll for that vehicle category. The User agrees that, if at the moment of using the motorway or tolled structure the credit card is not valid or it has been cancelled or there is no valid standing order, HAC is entitled to charge toll amount directly from the User including all transactions incurred after HAC has received a notice from the credit card issuer that the credit card is invalid, cancelled and/or that the standing order has been cancelled. The User agrees for HAC to charge for the said transactions by means of the contract standing order or by submitting an invoice to the User as per the said charges on the SO ENC device.
- 3.3. The User agrees that in the circumstances of the SO ENC device being used more than three (3) times for toll payment for a vehicle with a higher vehicle category than the one for which the said SO ENC device is registered, HAC shall have the right to terminate the Contract.
- 3.4. HAC shall not be obliged to refund the overpaid amount of toll if the SO ENC device should be used for toll payment for vehicles of lower category.
- 3.5. The User shall familiarise each person to whom he/she gives the SO ENC device with these General Conditions, and shall be responsible for each use of the SO ENC device in line with Clause 3.1. and 3.2. hereof.

3.6. The User shall be charged penalties in an amount of double toll tariff for the longest route and the pertaining vehicle category from the point of exit for the travelled motorway route if:

1. He/she appears at the toll plaza without a recording on the transit media;
2. The recording on the transit media is more than 24 hours old, and there is no evidence about the cause of the delay on the motorway;
3. If at the motorway exit he/she does not use the data from the transit media that allowed them to enter the motorway.

If the User exits at the same toll plaza at which he/she entered, he/she pays for the longest route from the point of exit on that motorway for the relevant vehicle category.

3.7. In the event of the Electronic Toll Collection system failure for credit card transactions using standing order, HAC shall repair the system as soon as possible. HAC is not responsible for any damage the User might suffer due to the inability to use the SO ENC device in the event of failure of the Electronic Toll Collection for credit card transactions using standing order. HAC is not responsible to the User for the operation of Interoperable toll system and the operations of another operator. The user accepts to provide personal data at the toll point (identity card or passport and driver's license) and to sign a statement on the basis of which he/she will be subsequently invoiced for payment of the respective transaction, net of current applicable discount on the subject SO ENC device, and authorizes the person using the SO ENC device to deliver the requested information to HAC and to sign a statement.

3.8. HAC guarantees to the User discretion and confidentiality of all data related to the subject service of electronic toll collection with credit cards via standing order in line with the professional ethics code in business relationship.

4. The use of the SO ENC device

4.1. The User shall be authorised to use the SO ENC device for toll payment for the time of validity of the credit card and standing order.

4.2. HAC shall have the right to limit temporally or to cancel the use of the SO ENC device without the obligation to explain its decision.

4.3. The User may cancel the use of the SO ENC device by a written notice and without the obligation to explain the reasons.

4.4. In the event of cancelation, expiry of the period of time to which the use of the SO ENC device has been limited or upon cancelling the use of the SO ENC device, the expiry of the validity of credit card, cancelling the credit card or expiry of the standing order the User is obliged to restrain himself from any attempt to use the SO ENC device. The User bears all expenses of cancelling the use of the SO ENC device as well as all expenses incurred by unauthorised use of the SO ENC device stated in this Clause and in all other cases of use of the SO ENC device contrary to these General Conditions.

4.5. The SO ENC device can be used as an electronic medium for toll payment on the following motorways: Zagreb-Split-Ploče motorway, Zagreb-Rijeka motorway, Bregana-Zagreb-Lipovac motorway, Zagreb-Varaždin-Goričan motorway, Beli Manastir – Osijek – Svilaj motorway, Krk Bridge toll plaza and Rupa-Rijeka motorway.

4.6. The User is obligated to pay to HAC for all expenses including the toll amount without the basic and additional discount, incurred in the event of Clause 4.4 of these General Conditions.

4.7. Several SO ENC devices can be issued for one credit card. Each user may have several SO ENC accounts for which one or more SO ENC devices may be issued. All information on SO ENC accounts is available by telephone at 0800-0422 (free of charge) and web site www.hac.hr

4.8. At the moment of purchase of the SO ENC device HAC shall immediately issue an invoice to the User with the charge for the SO ENC device (VAT included). The price of services provided to the User, when using the SO ENC device shall be calculated at a Toll Collection Point according to the section of the motorway used with the basic and additional discount in line with the relevant HAC decision on toll tariffs and toll collection system for heavy vehicles using SO ENC device in the electronic system of toll collection with credit cards using standing order.

4.9. If the User is also the User of toll collection prepayment, he/she shall agree for all outstanding liabilities towards HAC as per SO ENC device to be settled from the User's prepayment account (with acceptable balance).

4.10. The SO ENC device can be used for toll payment within 30 minutes as of the moment of contracting the said service.

4.11. HAC shall forward to the User the invoice with the statement of the performed transactions identifying the amounts that have been settled by credit card before the date of the issuance of the invoice.

4.12. For each ENC device HAC guarantees proper functioning for a period of two years as of the date of sale of the ENC device to the User and is obligated to issue a warranty to the User.

5. User responsibility

5.1. When using the SO ENC device during transaction the User of the device shall make sure that the time to which the use of SO ENC is limited has not expired, that the use of SO ENC has not been cancelled, that the credit card has not been cancelled or that the credit card validity period has not expired and that the standing order has not ceased. In the event of some of the above mentioned circumstances, the User agrees that they be denied electronic toll collection by standing order at a Toll Collection Point. For each use of the SO ENC after the expiry of the time to which the use of SO ENC has been limited and after the cancellation of the SO ENC device after HAC has been informed of the cancellation of the credit card by the card issuer, of the expiry of the credit card validity, or suspension of the standing order, HAC is authorised to charge the User for such unauthorised use of the SO ENC device and the User is obligated to settle it.

5.2. The User shall be responsible for every unauthorised or illegal use of the SO ENC device as well as for every use by the Bearer. On request of the Toll Collection Point staff, the Bearer shall submit the identity card or passport. HAC has the power to, but is not obliged to, determine the identity of the Bearer.

5.3. In the event of loss or theft of the SO ENC device, the User shall inform HAC as soon as possible (by telegram, e-mail, fax and similar).

5.4. The User shall compensate to HAC all the expenses incurred by the use of the SO ENC device in case of theft or loss of the SO ENC device up to the moment when HAC received the notice in accordance with Article 5.3 of the General Conditions on SO ENC, and shall pay the due amount otherwise, HAC shall send a reminder before claim and initiate the procedure of collection of outstanding debts. The debt shall be considered settled when the remittance arrives at the HAC account. Upon receiving the written notice on the loss or theft of the SO ENC device, HAC shall block the use of the lost or stolen device, and sell to the User a replacement device in accordance with Clause 2.7. of General Conditions for SO ENC.

5.5. The User agrees that in the Interoperable Toll Collection System on all stated motorways the use of the SO ENC device that is in breach of these General Conditions shall be disabled by placing the SO ENC device on the «stop list».

5.6. In the event of having more than one ENC device at the time of using the motorway, the User is obliged to protect the device or those devices that he/she does not want to be charged a transaction. When passing through the ENC lane the User shall comply with the minimum distance of 10 meters from the vehicle in front. If the User fails to comply with those instructions, the received complaints for which it is determined that the User has not complied with the above, will not be accepted.

5.7. The User shall be responsible for any mechanical damage to the SO ENC device due to which the device cannot be used in the Electronic Toll Collection and the Interoperable Collection System, and shall pay the expenses of the issuance of a replacement SO ENC device in the amount determined by HAC.

5.8. The User is obligated to monitor the SO ENC device and to inform HAC about possible irregularities using the free info line 0800 0422 or via e-mail info-naplata@hac.hr

6. Complaints

6.1. The deadline for submitting a complaint to the charge by the SO ENC device is 6 months from the date of the said transaction. Complaints outside this period will not be processed.

6.2. Complaints on the charged toll shall be submitted on free phone 0800 0422 and e-mail address: info-naplata@hac.hr

7. Jurisdiction

7.1. In the event of a dispute, it shall be settled by the competent court in Zagreb.

8. Final provisions

8.1. The User is deemed to have agreed with the amendments to these General Conditions if by the date of their entry into force he/she does not inform HAC that they are not acceptable. The notification of the rejection of amendments to the General Conditions shall mean that the present agreement on HAC electronic toll collection by credit cards through a standing order has been cancelled by the User.

8.2. On the effective date hereof the current General Conditions for HAC electronic toll collection by credit cards via a standing order for all vehicle categories shall cease to apply.

8.3. These General Conditions are posted on the bulletin boards at toll plazas of HAC, on the website of HAC and are available to Users at the points of sale of HAC. Any amendment or modification of the General Conditions will be announced in the same way.

8.4. These General Conditions shall take effect and apply as of 25 March 2013.