

Pursuant to Article 295 of the Civil Obligations Act (OG 35/05 and 41/08) and Article 105 of the Road Transport Act (OG 82/13), Zagrebački holding d.o.o. Podružnica Autobusni kolodvor passed on 5 July 2013, the following

## GENERAL TERMS & CONDITIONS FOR PERFORMING COACH TERMINAL ACTIVITIES

### GENERAL PROVISIONS

#### Article 1

These General Terms & Conditions (hereinafter: General Terms) govern performing of coach terminal activities at the Autobusni kolodvor Zagreb (Zagreb Coach Terminal) (hereinafter: AKZ) where AKZ renders its services, as well as the rights and obligations of AKZ and users of its services.

#### Article 2

Within the meaning of these General Terms, the service users include:

- carriers, legal and natural persons engaged in passenger road transport,
- travelers, natural persons who use the services of road transport and
- third parties, who are present at the AKZ's premises for any reason or who ask for any of its services.

AKZ's services are available to all users, under equal terms, without discrimination, in accordance with the established category of the coach terminal.

### SERVICES OF ZAGREB COACH TERMINAL

#### Article 3

The services referred to in Article 1 provided by AKZ involve:

#### I. SERVICES FOR CARRIERS:

1. Reception and dispatch of coaches,
2. Use of the parking lot for coach parking,
3. Ticket sale,
4. Organizing the schedule of ticket sale,
5. Provision of information on transport and other services related with passenger transport

#### II. SERVICES TO PASSENGERS AND THIRD PERSONS

1. Reception and dispatch of passengers,
2. Use of waiting room and platforms,
3. Ticket sale, marking and keeping a place in the coach
4. Issuing a certificate of ticket price
5. Storage of luggage,
6. Use of toilets
7. Use of the public address system,
8. Use of parking lots for private use,
9. Provision of transport information and other services related to passenger transport

#### Article 4

Reception and dispatch of coaches involves booking of the arrival and/or departure platform, and provision of smooth use of the arrival and departure platform for arrivals or departures of a carrier according to the submitted Permits, announcement of coach departure and arrival through the PA system and the organization of traffic in the area of AKZ in safe manner.

Use of parking lots for coach parking means parking of carrier's coaches in a designated place at AKZ, in accordance with the spatial capacities of the coach terminal station. The parking does not include attendance (guarding) of coaches.

Ticket sale in relation to carriers implies a contractual relationship under a separate agreement in writing, whereby AKZ and carrier regulate their relations concerning the manner and conditions for ticket sale to third persons.

Organizing the schedule of ticket sale means ticket sale in accordance with the transportation capacities (seats) which each carrier makes available for sale.

Provision of transport information and other services related to passenger transport includes the provision of information to carriers regarding the number of tickets sold, passengers' needs for transport, possible problems with the organization of traffic and the like, and it particularly includes keeping records of arrivals and departures of coaches in accordance with the regulations governing the performance of the road passenger transport and confirmation of arrivals and departures on the travel worksheets of each carrier on the carrier's request.

The term "departure" means the coach departure from the platform as the place of departure according to the timetable, and the term "arrival" means the coach arrival to the platform as the last point of travelling (destination), i.e. disembarking of passengers according to the timetable.

The term „transit“ means use of AKZ, i.e. its platform as an arrival/departure point according to the timetable which is not a start/end point.

#### Article 5

Reception and dispatch of passengers means organization of passengers' stay in the AKZ area for the time from arrival of passengers to AKZ to boarding a coach or leaving the AKZ area in any other way.

Use of waiting rooms and platforms means the possibility of using an open and enclosed space of AKZ intended for passengers that is protected from exposure to the weather impacts, heated and ventilated and separated from traffic areas of AKZ, with places for sitting, standing and putting aside or keeping things that passengers and third persons may have with them while staying in the area of AKZ until boarding a coach or leaving the AKZ area.

Ticket sale to passengers and third parties means ticket sale to all interested persons, regardless of travelling or not, who specify the route and time of travelling, and pay for the fare at the point of sale.

Marking a place in a coach means a relationship between AKZ and a passenger under which a place in the coach for precisely set departure is guaranteed to the passenger in accordance with the other terms hereof.

Keeping (booking) a seat in a coach means a relationship between AKZ and a passenger under which the sale of a ticket for precisely set departure is guaranteed to the passenger in accordance with the other terms hereof. The obligation to keep a place shall last until max. 1 hour prior to departure in local, and max. 2 hours before departure in international transport. In the periods of peak demand occurring during the tourist season in the Republic of Croatia, in the period from 15th June to 15th September of a current year, as well as at least seven (7) days before public holidays, the obligation of keeping a seat in the coach shall last until max. 24 hours before departure of a coach.

Issuing a certificate of ticket price/fare means issuing a certificate - a written document by AKZ, at demand, to a person who paid a fee for issuance of such certificate, which provides information on the fare for a particular destination. Such certificate shall be issued free of charge provided a ticket is bought at AKZ is presented.

Storage of luggage means a relationship between the third party and AKZ to which these General Terms and Rules of Procedure for Left Luggage Office apply. This service has been charged as of 16 October 2007.

Use of toilets means provision of the use of toilets to individuals who pay a fee for using sanitary facilities in advance in accordance with the AKZ's price list for services of "A" category (hereinafter: Price list).

Use of parking lots for private use means parking a car at the location designated for this purpose - Avenija M. Držića. Use of parking lots does not include guarding a personal car, and the service is charged according to Price list.

Provision of transport information means provision of information on departures and arrivals of coaches, fares etc. by phone, monitors or other types of displays, notice board or directly by an authorized person at AKZ.

Providing information on departures for which AKZ sells tickets can be performed via a commercial website for carriers that entrusted AKZ with selling of at least 70% of the place allotment in a coach.

Publication on website for lines that pass through Zagreb (transit lines) will be decided by a separate rule issued by an appointed committee, for each line separately according to the obtained allotment.

## Article 6

The coach terminal services to carriers are provided to all carriers in the public line transport according to the received permits and services to carriers in the special

scheduled transport and occasional (free) transport are provided in accordance with the available capacity of AKZ.

#### Article 7

The prices of AKZ's services are determined in the Price list.

### COACH TERMINAL SERVICES TO CARRIERS

#### Article 8

These General Terms provide a general offer for an indefinite time to all interested persons to enter into an adhesion contract for the provision of coach terminal services. All provisions governing the relationship of the contracting parties are defined by these General Terms.

An interested entity shall accept the general offer in conclusive manner, taking some of the actions defined by these General Terms for any type of coach terminal service user.

The acceptance of general offer by a user shall mean that a contract for the provision of the coach terminal services is concluded and that the provisions of these General Terms are fully accepted by the user of services i.e. carriers.

It shall be considered that the Contract for the provision of coach terminal services is amended on the eighth day from the date of amendment and/or supplements of these General Terms or publication of these amendments.

General offer to enter into contract for the provision of coach terminal services shall not be binding for AKZ if a user does not meet the conditions laid down in these General Terms.

#### Article 9

A carrier in the public line transport shall acquire the right to use coach terminal services when it provides AKZ with the valid Permit, timetable and the price list for its lines. After delivery of the Permit by the carrier to AKZ it shall be considered that AKZ and the carrier concluded the contract for the provision of the coach terminal services. The Permit and price list are considered as delivered after they are entered into the AKZ's registry book. The carrier shall submit a copy of the Permit, and it undertakes to submit the original to AKZ for review.

AKZ undertakes to enter the received data of the carrier into its computer software within 10 / ten / days after the receipt of the data.

Apart from the above data, the carriers that jointly carry out transport on a certain line, shall deliver to AKZ a copy of the contract on the joint performance of the transport which is subject to the provisions of a special regulation on partnership, as well as the Statement on the payment and debit.

Notwithstanding the foregoing, after receiving the permit referred to in the previous paragraph, AKZ shall send a contract for the service ticket sale.

A carrier shall acquire the right to use the terminal services in special scheduled and

occasional (free) transport when its coach arrives to the AKZ's area, and thereafter it shall be considered that AKZ and carrier entered into the contract for the provision of the coach terminal services. Notwithstanding the foregoing, AKZ shall have the right to refuse to provide the terminal services for the mentioned modes of transport in case of lack of spatial capacities.

The right to use the coach terminal services referred to in paragraph 1 of this article, shall cease, in any case, when the Permit referred to in paragraph 1 of this Article expires, and it is considered that the contract for the provision of the terminal services has been simultaneously terminated.

If the carrier, even after a written warning by AKZ, does not pay the accrued compensation for AKZ's services within 8 days, these shall be collected on the spot immediately before the use of a certain service, after which AKZ shall issue an invoice to the carrier. In case of not being able to pay the service, AKZ shall be authorized to refuse provision of terminal services and physically obstruct the carrier's coach to enter the AKZ premises.

If the contract is terminated due to the reasons referred to in the two preceding paragraphs, AKZ shall be authorized to refuse to provide its services and physically obstruct the carrier's coach to enter the AKZ's premises.

If a carrier terminates performing transport on a certain line for reasons that were not predictable and not caused by the fault of AKZ (e.g. bankruptcy with the termination of carriage liquidation and the like), it shall be deemed that by acceptance of these General Terms the carrier agrees that AKZ withholds a certain amount of money from the statement of ticket sale that shall be intended solely to AKZ for damage arising from the return of pre-sold round-trip tickets for the line that does not run for the above reasons.

## Article 10

AKZ shall:

- provide the services in equal way to all carriers that satisfy these General Conditions for the coach terminal services,
- for each departure under the timetable pursuant to the permit submitted, book for the carrier an arrival/departure platform according to the arrival/departure times under the timetable 15 minutes before departure for the domestic scheduled transport, and 30 minutes for the international transport and occasional, i.e. free transport,
- ensure and perform reception and dispatch of coaches,
- announce arrival and departure of coaches,
- organize circulation of coaches on the traffic areas of AKZ in a safe manner,
- verify arrivals/ departures of coaches made to/from AKZ at the request of the carrier's driving staff,
- enable the carrier to use the parking lot in accordance with available capacities,
- give information on arrivals/departures of coaches of individual carriers,
- in case of a written contract on the ticket sale, organize the ticket sale in accordance with the instructions, capacities and at prices determined by the carrier,
- sell tickets of a carrier whose departure is registered as earlier, unless a passenger demands otherwise.

## Article 11

The carrier shall:

- set the coach on the platform 15 minutes before departure for domestic scheduled transport and up to 30 minutes in the international scheduled, and the occasional (free), transport,
- turn off the vehicle's motor immediately upon arrival and remove the coach from the platform immediately upon disembark of passengers,
  - use AKZ's services in a way that does not interfere with other service users or holders of business premises in the AKZ, in an environmentally sound and safe manner for other users as well, and particularly, to remove the coach from the platform at the time which is defined as the time of acceptance and dispatch of coaches under these General Terms,
- timely notify AKZ via fax, official letter or e-mail about all facts relevant for provision of its services,
- pay the compensation for AKZ's service in a manner and within deadlines set by these General Terms,
- not receive a passenger for transport who does not have a ticket, and who boards the coach at AKZ, such passenger shall be instructed to buy a ticket at the point of sale – AKZ's ticket sale offices,
- in case of temporary interruption or permanent suspension of transport, immediately report it to AKZ via fax, official letter or e-mail,
- drive in tidy and technically correct coaches, which shall have a board with the line names or a label on mode of transport for special scheduled (regular) and occasional transport,
- ensure that the driving staff is with the coach when landing,
- carry out arrivals and departures in accordance with the time schedule and in case of delay notify AKZ on time,
- ensure that the coach staff looks after the cleanliness and tidiness of AKZ, otherwise it shall pay compensation for pollution,
- ensure that the coach staff does not persuade passengers to use certain lines or take actions that could cause or create unfair competition among carriers,
- direct the coach staff to behave in accordance with social standards.

## Article 12

In the public scheduled transport and when a contract of ticket sale is concluded, AKZ shall charge each passenger terminal services and booking (marking) the place in accordance with the Price List, with each ticket, as well as a boarding pass to those passenger who buy it on the platform directly from an employee equipped with a mobile cash register.

In the public scheduled transport and for tickets for departures using AKZ sales at some other point of sale, AKZ shall charge the terminal service pursuant to the Price list to each passenger.

AKZ's traffic personnel shall have the right to perform daily ticket control of passengers in the carrier's coach which must be allowed by the coach crew and finally sign the control report. If the carrier's coach crew does not allow control in the coach or refuses to sign the control report that contains the correct information, the AKZ's transport personnel shall make an official note, and AKZ shall consider that the control report has been duly signed by the carrier and that it agrees with its contents.

If AKZ's staff from the previous paragraph establishes that there are passengers without tickets in the coach, it shall have the right and duty to direct such passengers to buy a ticket at the AKZ's ticket sale office.

It shall be considered that a passenger has a ticket if it is purchased at the AKZ's ticket office, if he/she bought it at some other organized point of sale, with paid terminal services, if he/she has any other appropriate document instead of a purchased provided that he/she paid the terminal services, and if a ticket was bought on the platform directly from an employee who has a mobile cash register, with paid boarding pass.

If a passenger bought a ticket at some other organized point of sale without terminal services, traffic personnel shall have the right and duty to instruct a passenger to pay for the terminal service at the AKZ's ticket office.

By acceptance of these General Terms it shall be deemed that the carrier agrees that AKZ withholds a certain amount of money from the statement of sold tickets for the purpose of collection of payment for terminal services and boarding pass which was not paid by their passengers and which AKZ was not able to collect otherwise.

### Article 13

Apart from the commission fee for sold tickets, a carrier can pay AKZ's services on the spot immediately before using a terminal service, after which AKZ shall issue an invoice to it.

A carrier can pay the terminal services on a monthly basis after receipt of the statement if the total monthly amount for ticket sold covers the costs arising from the AKZ's terminal services provided.

A carrier that did not entrust AKZ for sale of its tickets, as well as the carrier that has entrusted AKZ for sale of tickets, but his total monthly statement of ticket sale does not cover the monthly costs for AKZ's terminal services, can pay AKZ's terminal services in advance.

AKZ shall decide on payment of terminal services under the above mentioned parameters.

AKZ shall make statement of the provided terminal services per each carrier by the tenth day in a current month for the previous month which will be submitted to the carrier together with the invoice for the terminal services which the carrier agrees to pay upon the receipt of the invoice within the time specified in the statement.

AKZ shall offer a contract for ticket sale to each carrier under the terms set forth in the Price list.

If the contract of ticket sale exists, AKZ shall make statement of sold tickets by the tenth day in a current month for the previous month. The carrier shall issue an invoice to AKZ for the sold tickets which AKZ agrees to pay upon receipt within the time specified in the invoice.

When paying the invoice for tickets sold, AKZ shall have the right to reduce the

amount to be paid under the statement to the carrier for the amount of accrued terminal services.

#### Article 14

The AKZ's traffic personnel is authorized to inform the representatives of the owner (in the case of craft) or the carrier's management that are superior to the coach crew if it suspects that any member of the coach crew is not capable of doing his/her job due to consumption of alcohol, drugs, disease and the like and that continuing of work by such crew could jeopardize the travel of passengers.

If traffic personnel specified in paragraph 1 of this Article is not able to reach a representative of the owner (in the case of craft) or the carrier's management that are superior to the coach crew, it shall be authorized to contact the representative of police or ambulance service.

In cases referred to Paragraph 1 of this article, the AKZ's traffic personnel shall have the right to entrust the transport of passengers to another coach crew of the same carrier, and if it is not available, to other carrier at their own expense, provided there is the certificate-consent of the representative or the owner (in the case of craft) or the carrier's management, or the certificate of the police or ambulance service that for the above reasons the crew is unable to do the job and that continuing of work by such crew could jeopardize the travel of passengers.

The dispatcher on duty may also remove the coach crew from the AKZ's premises in other cases when they violate the provisions hereof, which could result in a difficult or poorly performing work or provision of services.

#### Article 15

The carrier shall be responsible to users for any non-compliance with the timetable, allotment in the coach, driving conditions and similar questions beyond the AKZ's control.

For any indemnification that AKZ would pay to a user pursuant to the regulations on the consumers' rights protection and arising from the carrier's responsibility, the AKZ shall refund it in a way that the amount payable to the carrier under the invoice will be reduced by the amount of indemnification.

For each damage to the AKZ's property, environmental pollution and similar actions which were found to cause harm to AKZ, without any doubt, either by actions or omissions of the carrier, AKZ shall refund it in a way that the amount payable to the carrier under the invoice will be reduced by the amount of caused damage.

#### Article 16

The service statement shall be made under the Price list as follows:

- landing in the public scheduled transport: number of departures, arrivals or transits made by a carrier at AKZ is multiplied by the price of coach receptions and dispatches,
- landing in occasional (free) transport: each entry to the zone of AKZ shall be considered as one departure,
- landing cannot last longer than the time specified in Article 10 hereof, and if a coach stays longer in the AKS's zone it shall be considered as parking,



- a carrier shall pay the compensation for ticket sale according to the Price list
- if a carrier sells tickets at any other point of sales, it shall instruct a user to pay for a terminal service at the AKZ's point of sale,
- a carrier shall pay a parking fee according to the Price list.

## SERVICES TO PASSENGERS AND THIRD PARTIES

### Article 17

It shall be considered that passengers and third persons concluded the contract of provision of the coach terminal services with AKZ and fully agreed with the provisions of these General Terms at the moment when they entered the AKZ's zone or asked for any of its services.

### Article 18

AKZ's undertakes to provide its services under equal terms to all passengers and third persons satisfying these General Terms.

During their stay in the AKZ's premises, passengers and third persons shall take care of their safety and their behavior so as not to disturb other passengers and third persons.

By accepting these General Terms and Conditions, passengers and other users agree to the ban of walking on platforms and other traffic areas of AKZ, as well as to the use of elevators and escalators at their own risk.

AKZ shall not be responsible for any indemnification of passengers or other users for damages that might occur due to the violation of the prohibition referred to in the preceding paragraph, or for compensation of damage resulting from decision to use elevators or escalators in good working order.

AKZ shall have the right to refuse provision of service to passengers and third persons who:

- disturb the public peace and order or carrying out of AKZ's activities,
- refuse to pay compensation for AKZ's services,
- are visibly intoxicated or behave contrary to generally accepted standards,
- pollute the premises or surroundings of AKZ,
- based on reasonable suspicion violate valid legislation of the Republic of Croatia,
- do not satisfy any of the conditions set forth in these General Terms.

### Article 19

Passengers and third persons shall pay the compensation for AKZ's services as follows:

- for services in Article 3, section II, items 1, 2 and 3 when buying a ticket, and in case the same person is not buying a ticket, AKZ shall have the right to charge the mentioned terminal services via a boarding ticket,
- for services in Article 3, section II, items 4 and 6 of these General Terms before using them,
- for services in Article 3, section II, items 5, 7 and 8 of these General Terms after using them.

### Article 20

For individual services:

- certificates for the fare price will be issued to a person requesting it and paying the compensation for the service in advance,
- for use of toilets – the above provision is applied,
- the same applies to the use of the PA system.

## STORAGE OF LUGGAGE

### Article 21

Items (luggage) shall be stored at the request of a natural person in accordance with the Rules of Procedure for Left Luggage Office. This service has been charged as of 16 October 2007.

## OTHER RELATIONSHIPS WITH PASSENGERS AND THIRD PERSONS

### Article 22

If a passenger does not possess a ticket, he/she shall buy it at the AKZ's point of sale.

If a passenger, who did not previously buy a ticket, gets on the coach, he/she shall, at demand of the AKZ's traffic crew, get off the coach and buy a ticket at the AKZ's ticket office.

In addition to the amount which the passenger is required to pay for a ticket, he/she shall pay a fixed amount for terminal services defined by the Price list and compensation for marking a seat, which are included in the final ticket price, and boarding pass if he/she buys a ticket from an employee furnished with mobile cash register.

### Article 23

AKZ undertakes, when requested so by a passenger who gives up a trip, to refund money paid for the ticket, minus 10% of the ticket price for handling costs, with no refund of money paid for terminal services, the place marking and boarding pass:

- if a passenger comes to the complaint office at AKZ not later than one hour before the coach departure for scheduled domestic public transport,
- if a passenger comes to the complaint office at AKZ not later than two hours before the coach departure in international scheduled transport.

After the expiry of the periods referred to in the preceding paragraph, the complaint office will instruct a passenger to contact directly the carrier concerning his/her request.

Paragraph 1 of this Article shall also apply if:

- a carrier cancels a departure for a particular line, in which case the amount to be returned to the passenger shall not be reduced by 10%, with refund of money paid for terminal services, the place marking and boarding pass;
- if the carrier announced a delay of 30 or more minutes departure time for a particular line.

The provision of this Article shall apply only to tickets sold at the AKZ's point of sale – ticket office.

A passenger shall have the right to replace a ticket for other departure of the same carrier if he/she contacts the AKZ's complaint office at least 1 hour before the coach departure for domestic public scheduled transport and 2 hours before the coach departure in international line transport, in which case he/she shall not have the right to refund the money paid for terminal services, the place marking and boarding pass.

#### Article 24

A passenger shall not be entitled to refund of money paid for a ticket if he/she:

- has lost a ticket,
- returns a ticket within the period shorter than referred to in Article 23 hereof,
- returns ticket after the trip has begun,
- departed by a coach of the carrier other than the one specified in the ticket due to his/her negligence.

### FINAL AND TRANSITIONAL PROVISIONS

#### Article 25

On the effective date of these General Terms the Ordinance on the rights and obligations of Autobusni kolodvor d.o.o. and the users of Autobusni kolodvor d.o.o. dated 17 June 2005 shall cease to be valid.

Any dispute shall be settled at the court in Zagreb.

#### Article 26

These General Terms shall be announced on the bulletin board of AKZ and website [www.akz.hr](http://www.akz.hr)

These General Terms shall enter into force on the eighth day from its announcement on the bulletin board of AKZ.

President of Management Board:

Slobodan Ljubičić