



**GENERAL CONDITIONS  
FOR USING A2 MOTORWAY  
ZAGREB - MACELJ**



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By the Decision of the Government of Republic of Croatia dated 27<sup>th</sup> March 2003 Autocesta Zagreb - Macelj d.o.o. was granted the concession for construction, development, financing, and operation of the A2 motorway, Zagreb - Macelj for period of 28 years. By the Operation and Maintenance Agreement dated 29<sup>th</sup> June 2004, Autocesta Zagreb-Macelj d.o.o. entrusted operation of the Motorway to Egis Road Operation Croatia d.o.o.

Within the scope of its authorities envisaged in the Law on Concessions (Croatian National Gazette No. 89/92) and the Government's Decision on Concession Class 340-03/99-01/03, Reg. No. 5030115-03-3, dd. 27<sup>th</sup> March 2003, Autocesta Zagreb-Macelj d.o.o. hereby issues and publishes general conditions for using Motorway Zagreb – Macelj.

### **1. DEFINITIONS**

- 1.1. "AZM" - shall mean the company AUTOCESTA ZAGREB-MACELJ d.o.o., Velika Ves bb, 49 224 Lepajci.
- 1.2. "General Conditions" - shall mean these General Conditions for using of A2 motorway Zagreb-Macelj.
- 1.3. "Motorway" - shall mean Autocesta Zagreb-Macelj under concession regime.
- 1.4. "Interchanges" - shall mean entry and exit points of the Motorway as follows: Jankomir, Zaprešić, Mokrice, Sveti-Križ Začretje, Đurmanec and Trakošćan where the traffic from the Motorway can be transferred on the public roads.
- 1.5. „Operator“ - shall mean Egis Road Operation Croatia d.o.o., Zagreb, Martićeva 47, the entity that operates the Motorway.
- 1.6. "Toll" - shall mean the amount established by a valid decision of AZM on the amount of the Toll for the use of the Motorway and tolled structures in accordance with the published price list of AZM.
- 1.7. " Toll Collection System" - shall mean a system by which AZM sells and organizes payment of the Toll by its central server which is connected with all Toll Collection Points.
- 1.8. "Toll Collection Point" – place for toll payment.

- 1.9. "AZM-Card"- shall mean a smart card issued by AZM which represents an electronic medium for payment of the Toll issued to the Customer by AZM according to the General Conditions for using AZM-Cards and CARD 40.
- 1.9. a) CARD 40 is kind of "AZM-Card" issued only for toll payment for 1 and 2 vehicle category on Zaprešić – Mokrice section
- 1.10. "POS" - shall mean a point of sale located on Toll Collection Point Zaprešić where prepaid products of AZM can be purchased.
- 1.11. "Dangerous Goods Transport" - shall mean transport of flammable goods according to the Law on fire protection (National Gazette No. 58/ 93) and Book of Regulations for Transport of Dangerous Goods through Tunnel Sv. Tri Kralja.
- 1.12. "MPL" - shall mean Manual Payment Lane of the Toll.
- 1.13. "APL"- shall mean Automatic Payment Lane of the Toll or Express Payment Lane.
- 1.14. "AEL"- shall mean Automatic Entry Lane on the Motorway.
- 1.15. "Customer"- shall mean the person who uses the Motorway by its vehicle subject to classification from this General Conditions.
- 1.16. "HAK"- means "HRVATSKI AUTO KLUB" contractual partner for Public information about traffic conditions, and "ORYX grupa" is contractual partner for removal of damaged, faulty/in breakdown or abandoned vehicles (personal and heavy vehicles) from the motorway Zagreb Macelj.
- 1.17. "MUP" - shall mean "Ministry of the Internal Affairs of the Republic of Croatia".
- 1.18. "Rescue Action Plan"- shall mean approved safety and rescue measures of Croatian fire brigades when the accidents occur on the Motorway.

## **2. MOTORWAY DESCRIPTION**

- 2.1. Motorway is divided into sections A, B (with subsections B1, B2) and C (with subsections C1, C2 ,C3).
- 2.2. Total length of the Motorway is 59,249 km (from km 0,500 to km 59,749).
- 2.3. There are 2 (two) lanes by Direction except for a part on section C2 located between the km 47,360 and the km 51,250 (starting just before tunnel Sveta Tri Kralja and finish after tunnel Brezovica) which have only one lane by direction.
- 2.4. There are 7 (seven) Interchanges on the Motorway:
  - Jankomir at km 0,000
  - Zaprešić at km 7,900
  - Mokrice at km 24,917

- Začretje at km 37,626
- Krapina at km 42,558
- Đurmanec at km 51,949
- Trakošćan at km 59,424

2.5. There are 6 (six) Toll Collection Points on the Motorway equipped with a variable number of manual payment lanes and the express payment lanes (MPL and APL). MPLs are envisaged for cash payments and APLs for payment by debit and credit cards, and Cards issued by AZM as well according to the General conditions for using AZM-Card and CARD 40. It is not possible to pay with cash on APLs.

2.6. There are 6 (six) tunnels on the Motorway between Interchanges Krapina and Trakošćan:

- Levačica (2 tubes, Right tube=374m, Left tube=358m);
- Vidovci (2 tubes, R=261m, L=266m);
- Sveta Tri Kralja (1 tube + service tube, main tube=1740m);
- Brezovica (1 tube, 590m);
- Đurmanec (2 tubes, R=L= 204m);
- Frukov Krč (2 tubes, R=L=354m).

2.7. There is 1 (one) POS on the Motorway open Monday – Wednesday – Friday from 07:00 – 15:00 and Tuesday – Thursday from 12:00 – 20:00 hours. R-1 receipt can be issued.

2.8. There are 6 (six) rest areas on the Motorway, of that 5 (five) are service areas:

- Jakovlje (2 areas) one by direction, located at Km 16,450; providing services: fuel, parking, café, restaurant;
- Začretje (2 areas) one by direction, located at Km 34,950; providing services: fuel, parking, café, restaurant.
- Lepa Bukva (1 area) in Direction Macelj; located at Km 56,375; providing services: fuel, parking, café,

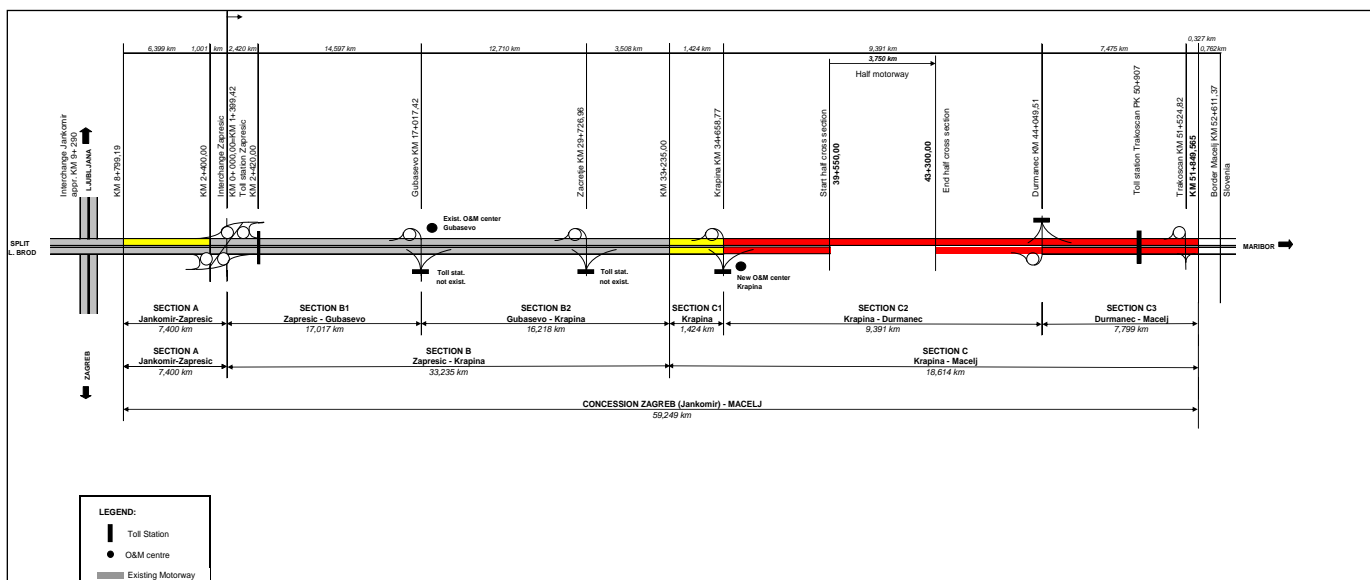
There is 1 (one) rest area named Lepa Bukva on the Motorway:

- at km 56,375 in Zagreb direction.

2.9. There are 2 (two) areas for acceptance and control of vehicles with Dangerous Goods Transport.






- “Začretje” area - km 34,950 in Macelj direction - PUO Sv. Križ Začretje;
- “Lepa Bukva” area - km 56,625 in Zagreb direction - PUO Lepa Bukva.

Those areas are specially designed and marked with prescribed traffic signalization, specially prepared for this purpose. Plates with info telephone numbers (098 98 43 005 and 049 382 035) are positioned on prescribed distances in approach to those areas.



### 3. TOLL COLLECTION SYSTEM

#### 3.1. Vehicle classification

VEHICLE CATEGORIES				
IA	I	II	III	IV
				
<p>Motor vehicles with characteristics of a motorcycle, tricycle and quadric-cycle</p>	<p>Motor vehicles with two axles, height up to 1.30 m, measured at the first axle, except motor vehicles from cat. II B</p>	<p>A) Motor vehicles with three or more axles, height up to 1.30 m, measured at the first axle B) Motor vehicles with two axles, height exceeding 1.90 m, maximum allowed mass which is not exceeding 3500 kg</p>	<p>Motor vehicles with two or three axles, height exceeding 1.30 m, measured at the first axle, maximum allowed mass is exceeding 3500 kg including motor vehicles from II B with a trailer</p>	<p>Motor vehicles with four or more axles, height exceeding 1.30 m, measured at the first axle, maximum allowed mass is exceeding 3500 kg</p>

3.2. The Operator is responsible for performing Toll collection in the name and for account of AZM on the basis of applicable exchange rate list. The change is always returned in Kuna (HRK) if payment is with foreign currency. Payment of Toll is confirmed by handing in a receipt stating the amount of payment, VAT rate and the motorway section concerned. Request for issuance of R-1 receipt should be sent to the Operator or Concession company in written form with enclosed original receipts or submit personally on any toll station and the R1 invoice will be posted to the applier. Toll collection is done in closed toll collection system manually – with toll collectors present in manual MPLs and automatically in APLs without toll collectors.

- 3.3. The right to use the Motorway is given exclusively to those Customers who have paid the Toll or are exempted from the payment of Toll on the basis of the relevant Laws or agreements. AZM will take appropriate legal steps against any Customer trying to avoid payment of Toll.
- 3.4. AZM and the Operator reserve the right to verify the Toll exemption right when requested by the Customer. Any claim for repayment of Toll to the Customers will not be possible 45 (forty five) days after transaction.
- 3.5. The means of payment on Motorway are:
- In cash - HRK, €,
  - Bank cards (MasterCard, VISA, Diners, American, Maestro, VISA Electron and INA Card),
  - prepaid card – AZM -Card
  - CARD 40
- 3.6. The Toll fees/rates are comprised in price lists published on each Toll Collection Point, POS and on web page [www.azm.hr](http://www.azm.hr) . The Toll is collected in full amount also during heavy and routine maintenance operations on the Motorway. On entrance on the Motorway every Customer is committed to take entry ticket from AEL and to return it on exit from the Motorway for Toll calculation and payment.
- 3.7. Duration of entry tickets is limited to:
- 1 hour for section – TP Krapina <-> TP Začretje;
  - 1 hour for section – TP Krapina <-> TP Đurmanec;
  - 1 hour for section – TP Začretje <-> TP Đurmanec;
  - 24 hours – all other journeys;
  - 10 minutes – U-turn on each Toll Collection Point.
- 3.8. Double Toll fee will be charged to Customers in the following cases of misuse of entry tickets:
- Loss of entry ticket
  - Expiry of entry ticket
  - Damaged/unreadable entry ticket

3.9. a) Prepaid products are AZM-Card and CARD 40 according to the General Conditions for Using AZM-Card and CARD 40 published on [www.azm.hr](http://www.azm.hr). The purchase and recharge of AZM-Card can be done in POS and in each MPL.

(i) For vehicles classes 1 and 2:

- minimum charge and/or recharge amount of AZM-Card is 200,00 HRK
- recharging of AZM-Card can be done in amounts larger than 200,00 HRK and represents the multiple number of number 50,00, such as 250,00 HRK, 300,00 HRK,...
- without the time limit
- AZM-Card can be used for all sections on the Motorway
- deposit of 20,00 HRK has to be paid by the Customer on purchase of the Card; the amount is paid back when the Card is returned undamaged
- discount of 25 % is approved for purchase or recharge the card

(ii) For vehicles classes 3 and 4:

- Minimum charge and/or recharge amount of AZM-Card is 200,00 HRK
- Recharging of AZM-Card can be done in amounts larger than 200,00 HRK and represents the multiple number of number 50,00, such as 250,00 HRK, 300,00 HRK,...
- Without the time limit
- AZM-Card can be used for all sections on the Motorway
- Deposit of 20,00 HRK has to be paid by the Customer on purchase of the Card; the amount is paid back when the Card is returned undamaged
- Discount of 13 % is approved if minimum charge or recharge of the Card is HRK 2.000,00.

3.9 b) Toll payment mean CARD 40 is a kind of AZM-Card issued according to the General Conditions for using AZM-Card and CARD 40 published on [www.azm.hr](http://www.azm.hr). Purchase and recharge of CARD 40 can be made on POS on TCP Zaprešić and Mokrice.



(i) For vehicle classes 1 and 2:

- 40 trips
- 40% discount on toll payment
- valid 40 days
- valid for section Zaprešić – Mokrice
- only for indicated vehicle category
- eventually unused amount is non refundable
- user has to pay deposit in amount of 20,00 HRK for new card issuance, on return undamaged card the deposit will be returned to the user
- card can be transferred so all rights contained on the card shall be admitted to the carrier.

Blacklisted cards will be cancelled and repossessed by the Operator.

3.10. Exempted from payment of the Toll are following categories of Customers:

- Vehicles with the Priority passage according to the Act of the roads (NN 84/11)
- Disabled persons as defined in the valid Law and which have a Unique Smart Card for disabled persons issued by HAC
- Vehicles with AZM allowance for free passage.

#### **4. MOTORWAY MAINTENANCE**

4.1. Regular maintenance of the Motorway, its objects and facilities as well as other specialized works are conducted in line with the annual maintenance schedule of the Motorway complied in line with applicable laws and standards.

4.2. Annual maintenance plan of the Motorway for the forthcoming year is submitted to the competent Ministry and other competent authorities of the Republic of Croatia.

4.3. Winter service is service that maintains the Motorway in period from October the 15<sup>th</sup> to 15<sup>th</sup> of April of the calendar year.

- 4.4. It is prohibited to overtake winter maintenance vehicles during snow removal and gritting operations both on the main Route and Interchanges of the Motorway. The Operator may introduce temporary traffic regulations (diversions) or close the Motorway during snow removal and winter operations of the Winter Service.
- 4.5. The Customers shall follow the Operator's instructions regarding conveying of traffic in extreme weather conditions.
- 4.6. For safely usage of the Motorway when performing duties related to Operation & Maintenance of the Motorway sometimes require some traffic restrictions such as speed limits, traffic diversions etc.
- 4.7. During road cleaning, mowing the grass, repairing, replacing and providing winter maintenance operations the Operator's mobile equipment is properly marked with proscribed signalization (yellow flashing lights on).

## **5. GENERAL RULES FOR USING THE MOTORWAY**

- 5.1. The Customer shall observe all traffic signs and information delivered through the traffic management system (variable message signs - VMS and info boards) and abides by the instructions given by the authorized Operator's personnel.
- 5.2. Traffic information is regularly published on radio stations; HAK regularly informs public about any extraordinary circumstances.
- 5.3. The emergency lane may be used only in incident circumstances and for rescue actions. The Customer may drive, stop, or park on the emergency lane only in exceptional situations (break down) and upon request done by the Operator or MUP.
- 5.4. Access to the Motorway is provided through Interchanges connecting the Motorway with the public roads network. Except for rescue actions and other actions having effect on the traffic safety it is prohibited to:

- Use emergency access gates, service and internal roads and personnel entryways to Service Areas and Toll Collection Points
- Park vehicles on the main route, Interchanges, and access roads to the service areas.

5.5. While transported on the Motorway or let out on the service areas, pets of the Customers must be kept under control. When the Operator will be informed about presence of any lost or abandoned pets on the Motorway it will undertake all necessary steps in order to remove them from the Motorway.

5.6. In order to mitigate the effect of the surrounding environment on the traffic safety the Motorway has been provided with wire fence. The installed wire fence is flexible to minimize injury of wild animals when they run into it. Despite the above precautions the Customers should always take into account the risk of animals entering the Motorway. Such risks are increased around Interchanges where the safety fence ends.

5.7. AZM or the Operator shall not be liable for any damage sustained by the Customers who collided with wild animals on the Motorway due to exceeding speed limits or non compliance with these General Conditions. The responsibility for any damage resulting from the accident on the Motorway falls on the accident perpetrator.

## **6. SPEED LIMITS**

6.1. Customers shall abide speed limit signalization on the Motorway.

6.2. Customers shall abide the temporary speed limits due to temporary traffic regulations and placed signalization, which can be set from time to time by the Operator or MUP due to low visibility, bad weather conditions, or road accident recovery operations, heavy and routine maintenance, or some other reasons.

## **7. TRAFFIC RESTRICTIONS**

- 7.1. U-turns and driving the wrong direction are prohibited on the Motorway and its access roads, with the exception of emergency vehicles in action and road maintenance vehicles, only if they are using adequate signalization proscribed by the Law.
- 7.2. Towing of the vehicles is reserved only for road recovery service. The Operator may deny access to the Motorway to any vehicles representing a threat to the safety of traffic or environmental hazard.
- 7.3. Oversize/overweight vehicles will be denied access to the Motorway, unless an appropriate permit has been obtained from relevant authorities. AZM or Operator may introduce additional traffic restrictions or exclude certain types of vehicles due to safety and operational reasons or other extraordinary circumstances.
- 7.4. Additional traffic restrictions can be issued if this is necessary to ensure traffic safety, eliminate health and life hazards or risk of significant property damage.
- 7.5. If necessary, MUP is authorized to adjust the traffic regulation on the Motorway to extraordinary circumstances (redirect the traffic, close the Motorway in one or both directions). In the event of the severe accident on the Motorway Croatian fire brigades are authorized to regulate the traffic and pass decisions in order to enable safety usage of the Motorway aligned with the Rescue Action Plan.
- 7.6. Transport of dangerous goods in the tunnels of the Motorways is regulated in accordance with the Law on fire protection and Book of Regulations for Transport of Dangerous Goods through Tunnel Sv. Tri Kralja.

## **8. SERVICE AREAS**

- 8.1. While using the Motorway facilities such as rest and service areas the Customers shall follow all the relevant instructions and guidelines; markings and signalization.
- 8.2. It is prohibited to spend the night in cars and camper vehicles on the Toll Collection Points, parking areas, and other areas on the Motorway that are not intended for that purpose.

## **9. VEHICLE BREAK DOWN OR VEHICLE STOPPAGE**

- 9.1. In case of vehicle breakdown on the Motorway the Customer is required to:
- remove the vehicle from the carriageway onto the emergency lane
  - mark the stopped vehicle as defined under the relevant Laws
  - notify the Traffic Control Room Operator about the incident using ERT/SOS phone box
  - follow all instructions received by phone from the Traffic Control Room (TCR) Operator or given by the Operator's personnel present at the site
  - Immediately leave the vehicle and wait for assistance behind the guardrails or in other safe place, wearing safety jacket
  - Customer may use the breakdown recovery service ("ORYX Grupa") which has contract with the Operator or choose to call breakdown recovery service according to their own choice
  - If a Customer refused to use the breakdown recovery companies proposed by the Operator, then the Operator notifies MUP about the necessity to remove the vehicle from the Motorway.
- 9.2. The cost of repair or removing of vehicle from the Motorway shall be paid by the Customer.
- 9.3. AZM and the Operator do not have any responsibility for the quality of services rendered by the breakdown recovery companies.

## **10. COMPENSATION OF DAMAGE**

10.1. AZM or the Operator will demand compensation from the Customer responsible for any damage inflicted to the Motorway's equipment and facilities. In the case of damage nonpayment by the user AZM or the Operator shall file the litigation to the Court for compensation of damage.

## **11. EMERGENCY ROADSIDE TELEPHONES (ERT) – SOS**

11.1. In case of accident on the Motorway, Customers may use SOS emergency roadside telephones located every 2 000 m along the Motorway and its objects. SOS telephones are directly connected with control room in the control centre COKP Krapina.

11.2. It is prohibited to use SOS telephones for any other purpose except in the events of vehicle breakdown, traffic accident or other event that jeopardize safety of traffic.

## **12. MONITORING SYSTEMS**

12.1. AZM and the Operator may use video control and monitoring systems on the Motorway and its objects to analyze and register the traffic related to safety purposes; as well as on Toll Collection Points to ensure proper service to the Customers and more efficiency. The Customers are advised that such recording equipment is in operation.

12.2. The information collected by the Operator in this manner is protected pursuant to the relevant regulations for personal data protection and may be disclosed only to MUP according to the valid regulation.

### **13. TRANSPORT OF DANGEROUS GOODS**

13.1. Dangerous Goods Transport on Motorway sections with tunnels must be carried out in line with the relevant laws and Book of Regulations for Transport of Dangerous Goods through Tunnel Sv.Tri Kralja made public on [www.azm.hr](http://www.azm.hr) and on information boards of the Operator. One can request delivery of those rules over the information telephone No. : ++ 385 98 98 43 005 and ++ 385 49 382 035.

### **14. MISCELLANEOUS**

14.1. The following actions are strictly prohibited in the area of the Motorway, service areas, access roads, and other Motorway facilities under the Concession:

- Dropping litter
- Advertising
- Collecting money for charity
- Carrying out any sales, retail or advertising activity, unless a prior consent has been obtained from AZM
- Misconduct
- Hitch-hiking
- Walking along the carriageway
- Organizing demonstrations, including religious ones
- Installing crosses, tombstones, chapels, etc. in the Motorway area.

14.2. Any complaints and comments of the Customers can be done in writing by fulfilling the Book of Complaints conducted by the Operator.

### **15. FINAL PROVISIONS**

15.1. These General Conditions are valid as of April 1<sup>st</sup>, 2009; except for provisions from 3.9 (i), 3.9 (ii) and 9.1 that are valid from August 1<sup>st</sup>, 2012.

15.2. These General Conditions shall apply to every Customer and they shall represent the inseparable part of every transaction concluded for the purpose of utilization of the Motorway.

- 15.3. These General Conditions are published in the AZM's Toll Collection Points, Operation and Maintenance Center, and on the web page of AZM. Any amendments will be published accordingly on mentioned locations.
- 15.4. For the issues which are not regulated in these General Conditions, the provisions of the relevant laws and regulations of Croatia will apply.
- 15.5. Any disputes shall be settled by a competent court in Zagreb.