

<p><b>Terms of Business and Delivery for OMV Vouchers, Value Cards, and e-Vouchers</b>            (Valid from 01/05/2024)</p>	<p><b>Uslovi poslovanja i isporuke za OMV Vaučere, Vrednosne kartice i e-Vaučere</b>            (Važi od 01.05.2024.)</p>
<p><b>1. Scope of application</b></p> <p>The Customer recognizes the validity of these terms of business and delivery of OMV Serbia doo, Omladinskih brigada str no 90a/IV, (hereinafter referred to as "OMV"), for all actual and legal actions connected with the purchase of or payment with OMV paper vouchers (hereinafter referred to as "Vouchers"), OMV plastic value cards (hereinafter referred to as "Value Cards"), and electronic OMV vouchers (hereinafter referred to as "e-Vouchers"). It is agreed that Serbian law shall apply and Vienna shall be the exclusive place of jurisdiction for transactions in Serbia.</p>	<p><b>1. Područje primene</b></p> <p>Klijent priznaje važenje ovih uslova poslovanja i isporuke OMV Srbija doo, Omladinskih brigada 90a/IV, Beograd, Novi Beograd, (u daljem tekstu „OMV”), za sve stvarne i pravne radnje povezane sa kupovinom ili plaćanjem pomoću OMV papirnih vaučera (u daljem tekstu „Vaučeri”), OMV plastičnih vrednosnih kartica (u daljem tekstu „Vrednosne kartice”) i elektronskih OMV vaučera (u daljem tekstu „e-Vaučeri”). Dogovoren je da se primenjuje srpsko pravo, a da je Beč isključivo mesto jurisdikcije za transakcije u Srbiji.</p>
<p><b>2. Scope of services</b></p> <p>2.1 OMV is the issuer of the Vouchers, Value Cards, and e-Vouchers. Vouchers, Value Cards, and e-Vouchers have a unique identification code. OMV is obliged to accept Vouchers, Value Cards, and e-Vouchers according to the provisions of these terms of business and delivery. The holder is entitled to assert claims in connection with the OMV Vouchers, Value Cards, and e-Vouchers.</p>	<p><b>2. Obim usluga</b></p> <p>2.1 OMV izdaje Vaučere, Vrednosne kartice i e-Vaučere. Vaučeri, Vrednosne kartice i e-Vaučeri imaju jedinstveni identifikacioni kod. OMV je dužan da primi Vaučere, Vrednosne kartice i e-Vaučere prema odredbama ovih uslova poslovanja i isporuke. Vlasnik ima pravo na reklamacije u vezi sa OMV Vaučerima, Vrednosnim karticama i e-Vaučerima.</p>
<p>2.2 The Customer can choose between Vouchers, Value Cards, and e-Vouchers with different pre-set credit amounts, and the Value Cards "Flex" with variable amounts. The Value Cards "Flex" can be recharged with credit of between 1.000,00 and 5.000,00 RSD and up to an amount of 200.000,00 RSD per calendar year (January 1st to December 31st ) at manned filling stations in Serbia that are operated under the OMV brand names.</p>	<p>2.2 Klijent može da izabere između Vaučera, Vrednosnih kartica i e-Vaučera sa različitim prethodno utvrđenim iznosima kredita i Vrednosnih kartica „Flex“ sa promenljivim iznosima. Vrednosne kartice „Flex“ mogu da se dopunjavaju kreditom između 1.000,00 i 5.000,00 dinara, do iznosa od 200.000,00 dinara po kalendarskoj godini (od 1. januara do 31. decembra) na benzinskim stanicama sa osobljem u Srbiji koje posluju pod nazivima brenda OMV.</p>
<p>2.3 The OMV Vouchers, Value Cards, and e-Vouchers can be redeemed at filling stations in Serbia that are operated under the OMV brand names.</p>	<p>2.3 OMV Vaučeri, Vrednosne kartice i e-Vaučeri mogu da se otkupe na benzinskim stanicama u Srbiji koje posluju pod imenima brenda OMV.</p>

<p>2.4 All other restrictions to the geographic scope of application are clearly visible on the Vouchers, Value Cards, and e-Vouchers.</p>	<p>2.4 Sva druga ograničenja na geografsko područje primene se jasno vide na Vaučerima, Vrednosnim karticama i e-Vaučerima.</p>
<p>2.5 The OMV Vouchers, Value Cards, and e-Vouchers entitle the holder to the purchase of fuel and all offered goods and services. Tobacco products, toll charges, toll stickers, newspapers, magazines, lottery products, prepay goods, and other vouchers are excluded from payment with Vouchers, Value Cards, and e-Vouchers. The goods and services that are excluded from payment with Vouchers, Value Cards, and e-Vouchers are clearly visible on the Vouchers, Value Cards, and e-Vouchers.</p>	<p>2.5 OMV Vaučeri, Vrednosne kartice i e-Vaučeri daju vlasniku pravo na kupovinu goriva i svih ponuđenih dobara i usluga. Duvanski proizvodi, naplate putarine, vinjete, novine, časopisi, lutrijski proizvodi, avansno plaćena roba i drugi vaučeri su izuzeti iz plaćanja Vaučerima, Vrednosnim karticama i e-Vaučerima. Roba i usluge koje su izuzete iz plaćanja Vaučerima, Vrednosnim karticama i e-Vaučerima se jasno vide na Vaučerima, Vrednosnim karticama i e-Vaučerima.</p>
<p>2.6 The Vouchers can be redeemed only once using the total credit.</p>	<p>2.6 Vaučeri se mogu otkupiti samo jednom pomoću ukupnog kredita.</p>
<p>2.7 The Value Cards and e-Vouchers can be used for payment several times in which case the respective invoice amount is debited from the Value Card or e-Voucher. Redemption of Vouchers, Value Cards, or e-Vouchers including any remaining credit thereon in cash is not possible.</p>	<p>2.7 Vrednosne kartice i e-Vaučeri mogu se koristiti za plaćanje više puta, u kom slučaju se respektivni iznos fakture zadužuje sa Vrednosne kartice ili e-Vaučera. Otkup Vaučera, Vrednosnih kartica ili e-Vaučera, uključujući bilo koji preostali kredit na njima, nije moguć.</p>
<p>2.8 Objections to invoice amounts for purchased goods or services that were paid for with Vouchers, Value Cards, or e-Vouchers shall be lodged in writing within 30 days at the latest after the invoice was issued.</p>	<p>2.8 Primedbe na iznose fakture za kupljenu robu ili usluge koje su plaćene Vaučerima, Vrednosnim karticama ili e-Vaučerima podnose se pismenim putem najkasnije u roku od 30 dana od izdavanja fakture.</p>
<p>2.9 The OMV Vouchers, Value Cards, and e-Vouchers are transferrable. OMV is under no obligation to replace stolen, mislaid, or damaged Vouchers, Value Cards, and e-Vouchers, or the value thereof. It is the duty of the Customer to safely keep and treat the Vouchers, Value Cards, and e-Vouchers with care. OMV is not obliged to lock Vouchers, Value Cards and e-Vouchers or render them otherwise unusable if instructed to do so by the Customer.</p>	<p>2.9 OMV Vaučeri, Vrednosne kartice i e-Vaučeri se mogu prenositi. OMV nije u obavezi da zamenjuje ukradene, izgubljene ili oštećene Vaučere, Vrednosne kartice i e-Vaučere, ili njihovu vrednost. Klijent je dužan da bezbedno čuva i sa pažnjom se odnosi prema Vaučerima, Vrednosnim karticama i e-Vaučerima. OMV nije dužan da blokira Vaučere, Vrednosne kartice i e-Vaučere ili da ih na drugi način proglaši neupotrebljivim ako mu Klijent da takvo uputstvo.</p>
<p>2.10 The expiry date is printed on the Vouchers and e-Vouchers. The Value Cards are valid for three years from the date on which they are activated. The validity period of Value Cards "Flex" is extended by three years from the date when last</p>	<p>2.10 Datum isteka je odštampan na Vaučerima i e-Vaučerima. Vrednosne kartice važe tri godine od datuma na koji su aktivirane. Period važenja Vrednosnih kartica „Flex“ se produžava za tri godine od datuma poslednje dopune. Moguće je</p>

<p>recharged respectively. It is only possible to recharge the card during the validity period. Any objections to the amount of credit charged onto Value Cards “Flex” shall be lodged to OMV in writing within 30 days of activation of the Value Card “Flex”.</p>	<p>dopuniti karticu samo tokom perioda važenja. Bilo kakve primedbe na iznos kredita dopunjena na Vrednosne kartice „Flex“ podnose se OMV-u pismenim putem u roku od 30 dana od aktivacije Vrednosne kartice „Flex“.</p>
<p>2.11 The cardholder can obtain information about the amount of credit on their Value Card or e-Voucher free of charge during opening hours at filling stations in Serbia.</p>	<p>2.11 Vlasnik kartice može besplatno da pribavi informacije o iznosu kredita na svojoj Vrednosnoj kartici ili e-Vaučeru tokom radnog vremena na benzinskim stanicama u Srbiji.</p>
<p>2.12 Credit on Vouchers, Value Cards, and e-Vouchers does not accrue interest and shall not be paid in cash.</p>	<p>2.12 Na kredit na Vaučerima, Vrednosnim karticama i e-Vaučerima ne obračunava se kamata i ne plaća se u gotovini.</p>
<p><b>3. Purchase, delivery, and activation of OMV Vouchers, Value Cards, and e-Vouchers</b></p>	<p><b>3. Kupovina, isporuka i aktivacija OMV Vaučera, Vrednosnih kartica i e-Vaučera</b></p>
<p>3.1 Purchase at filling stations</p>	<p>3.1 Kupovina na benzinskim stanicama</p>
<p>OMV Vouchers can be purchased at manned filling stations in Serbia that are operated under the OMV brand names. The Value Cards can be purchased at manned filling stations in Serbia that are operated under the OMV brand names and, in the case of the OMV Value Card “Flex”, where these can be recharged. Vouchers or Value Cards cannot be purchased or redeemed at unmanned automatic filling stations. The purchase can be paid for in cash or by credit card or bank card. It is not possible to purchase the Vouchers or Value Cards with fuel cards and Vouchers, Value Cards or e-Vouchers.</p>	<p>OMV Vaučeri mogu da se kupe na benzinskim stanicama sa osobljem u Srbiji koje posluju pod nazivima brenda OMV. Vrednosne kartice mogu da se kupe na benzinskim stanicama sa osobljem u Srbiji koje posluju pod nazivima brenda OMV i, u slučaju OMV Vrednosne kartice „Flex“, na mestima gde mogu da se dopune. Vaučeri ili Vrednosne kartice ne mogu da se kupe ili otkupe na automatskim benzinskim stanicama bez osoblja. Kupovina može da se plati u gotovini, kreditnom karticom ili bankovnom karticom. Nije moguće kupiti Vaučere, Vrednosne kartice ili e-Vaučere karticama za gorivo i Vaučerima, Vrednosnim karticama ili e-Vaučerima .</p>
<p>3.2 Purchase via distance selling</p>	<p>3.2 Kupovina preko prodaje na daljinu</p>
<p>3.2.1 Business Customers according to the Consumer Protection Act for legal transactions in Serbia also have the option of ordering OMV Vouchers, Value Cards, and e-Vouchers per email [vauceri@omv.com]. If Vouchers, Value Cards, and e-Vouchers are ordered by distance selling, the Customer shall receive an offer or a pro-forma invoice on which bank details are printed. The nominal value of the Vouchers, Value Cards, and/or e-Vouchers shall be paid to this account.</p>	<p>3.2.1 Poslovni klijenti prema Zakonu o zaštiti potrošača takođe imaju mogućnost naručivanja OMV Vaučera, Vrednosnih kartica i e-Vaučera preko imjela [vauceri@omv.com]. Ako su Vaučeri, Vrednosne kartice i e-Vaučeri poručeni prodajom na daljinu, Klijent dobija ponudu ili profakturu na kojoj su odštampani bankovni podaci. Nominalna vrednost Vaučera, Vrednosnih kartica i/ili e-Vaučera se plaća na ovaj račun. Vaučeri, Vrednosne kartice i/ili e-Vaučeri se šalju poštom</p>

<p>The Vouchers, Value Cards, and/or e-Vouchers shall be delivered by post or electronically per email within twenty days after receipt of full payment. Payment in instalments is not possible. The contract becomes effective with the timely dispatch of the Vouchers, Value Cards, and/or e-Vouchers. If the Vouchers, Value Cards, and/or e-Vouchers are not delivered within twenty days of receiving full payment, the Customer shall be entitled to withdraw from the contract. Should the Customer fail to pay the amount of money printed in the offer from OMV or on the pro-forma invoice in time, the order for the Vouchers, Value Cards, and/or e-Vouchers shall not be fulfilled.</p> <p>3.2.2 The Value Cards "Flex" that are ordered via distance selling can be charged with a credit of between 1.000,00 and 200.000,00 RSD.</p> <p>3.2.3 The Vouchers, Value Cards, and/or e-Vouchers shall remain the property of OMV until fully paid for.</p>	<p>ili elektronski preko mejla u roku od dvadeset dana posle prijema pune isplate. Plaćanje u ratama nije moguće. Ugovor stupa na snagu sa blagovremenim otpremanjem Vaučera, Vrednosnih kartica i/ili e-Vaučera. Ako se Vaučeri, Vrednosne kartice i/ili e-Vaučeri ne isporuče u roku od dvadeset dana od prijema pune isplate, Klijent ima pravo na povlačenje iz ugovora. Ako Klijent ne plati na vreme iznos novca odštampan u ponudi OMV-a ili na profakturi, nalog za Vaučere, Vrednosne kartice i/ili e-Vaučere neće biti ispunjen.</p> <p>3.2.2 Vrednosne kartice „Flex“ koje su poručene prodajom na daljinu mogu da se dopune kreditom u iznosu između 1.000,00 i 200.000,00 RSD.</p> <p>3.2.3 Vaučeri, Vrednosne kartice i/ili e-Vaučeri ostaju u vlasništvu OMV-a do potpune isplate.</p> <p><b>3.3 Activation and general information</b></p> <p>3.3.1 The OMV Vouchers and Value Cards shall be activated in the filling station directly after their purchase. The Customer shall receive an invoice with the amount paid for and the purchased credit. If Vouchers, Value Cards, and/or e-Vouchers are ordered via distance selling, the Customer shall receive an email informing them about the activation process and their individual activation code after the Vouchers, Value Cards, and/or e-Vouchers have been posted. The Vouchers, Value Cards, and/or e-Vouchers shall be activated at the latest 24 hours after the electronic activation process has been completed.</p> <p>3.3.2 In the event that a Voucher, Value Card, or e-Voucher does not function at the time when the Customer receives it from OMV, the Customer can contact OMV directly at the filling station in which they purchased the Voucher, Value Card, or e-Voucher, by email [vauceri@omv.com] with the invoice in accordance with the statutory warranty provisions.</p>
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<p>3.3.3 OMV shall not replace Vouchers, Value Cards, and e-Vouchers that are damaged after the Customer has received them, if the Voucher or e-Voucher has become illegible (for example, the date of issue is unreadable) or the (remaining) credit on the Value Card or e-Voucher can no longer be read.</p> <p>3.3.4 For security reasons and in order to prevent misuse, OMV shall be entitled to refuse the acceptance of such Vouchers, Value Cards, or e-Vouchers, to set maximum redemption amounts and to require presentation of an official identity document with photograph from the Customer and/or holder.</p>	<p>3.3.3 OMV ne zamenjuje Vaučere, Vrednosne kartice i e-Vaučere koji su oštećeni nakon što ih je Klijent primio, ako je Vaučer ili e-Vaučer postao nečitljiv (na primer, datum izdavanja je nečitljiv) ili (preostali) kredit na Vrednosnoj kartici ili e-Vaučeru više ne može da se čita.</p> <p>3.3.4 Iz bezbednosnih razloga i radi sprečavanja zloupotreba, OMV ima pravo da odbije prihvatanje takvih Vaučera, Vrednosnih kartica ili e-Vaučera, da određuje maksimalne iznose otkupa i da zahteva zvaničan identifikacioni dokument sa fotografijom od Klijenta i/ili vlasnika.</p> <p><b>4. Obaveze Klijenta</b></p> <p>4.1 Ako poslovni klijenti kupe OMV Vaučere, Vrednosne kartice i e-Vaučere putem prodaje na daljinu, Klijent je odgovoran za ispravnost podataka koje dostavljaju OMV-u. OMV elektronski čuva podatke Klijenta radi moguće provere. Klijent je odgovoran za sve transakcije koje se vrše pomoću Vrednosnih kartica, koje su valjano odobrene na benzinskim stanicama u Srbiji, dostavljanjem validacionog koda kartice (CVC).</p> <p>4.2 Bilo kakvo smanjenje cene omogućeno prilikom prenosa Vaučera, Vrednosnih kartica i/ili e-Vaučera prodajnom partneru predstavlja uslugu promocije prodaje od strane prodajnog partnera prema OMV-u, što podleže PDV-u i prodajni partner to zasebno naplaćuje.</p> <p><b>5. Obaveze OMV-a</b></p> <p>5.1 Ugovorne obaveze OMV-a stupaju na snagu kada Klijent plati nabavnu cenu Vaučera, Vrednosnih kartica i/ili e-Vaučera. Ako se nabavka vrši putem prodaje na daljinu, ugovorne obaveze stupaju na snagu kada se OMV Vaučeri, Vrednosne kartice i/ili e-Vaučeri pošalju Klijentu.</p>
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<p>5.2 The contractual obligations of OMV expire when the Vouchers are redeemed or when the credit on Value Cards or e-Vouchers has been fully used, when the Value Cards or e-Vouchers become invalid and, at the latest, after the expiry date of the Vouchers, Value Cards, and/or e-Vouchers.</p>	<p>5.2 Ugovorne obaveze OMV-a ističu kada se Vaučeri otkupe ili kada se kredit na Vrednosnim karticama ili e-Vaučerima potpuno iskoristi, kada Vrednosne kartice ili e-Vaučeri postanu nevažeći i, najkasnije, nakon datuma isteka Vaučera, Vrednosnih kartica i/ili e-Vaučera.</p>
<p><b>6. Data protection</b></p> <p>OMV commits to observe the respective valid data protection regulations, e.g., the relevant applicable version of the General Data Protection Regulation (effective since 25/05/2018) The Customer acknowledges that personal data can be processed as part of the business relationship provided that the Customer so wishes (e.g., data of the Customer contact person). Further information can be found in the OMV data protection declaration on the OMV website (currently at <a href="https://www.omv.com/de/ueber-uns/corporate-governance/datenschutz">https://www.omv.com/de/ueber-uns/corporate-governance/datenschutz</a>).</p>	<p><b>6. Zaštita podataka</b></p> <p>OMV je posvećen poštovanju respektivnih važećih propisa o zaštiti podataka, npr. relevantne verzije Opšte uredbe o zaštiti podataka (na snazi od 25.05.2018.) Klijent potvrđuje da se lični podaci mogu obrađivati kao deo poslovnog odnosa, pod uslovom da to Klijent želi (npr. podaci osobe za kontakt Klijenta). Dodatne informacije mogu se pronaći na OMV izjavi o zaštiti podataka na veb-sajtu OMV-a (trenutno na <a href="https://www.omv.com/de/ueber-uns/corporate-governance/datenschutz">https://www.omv.com/de/ueber-uns/corporate-governance/datenschutz</a>).</p>
<p><b>7. Limitation of liability</b></p> <p>7.1 OMV shall assume no liability for the availability of a specific range of goods or services at individual filling stations.</p> <p>7.2 Claims for damages against OMV are excluded insofar as they are not attributable to gross negligence or intent on the part of OMV.</p> <p>7.3 OMV is entitled to offset claims. OMV can, in particular, offset against claims for damages of the Customer.</p>	<p><b>7. Ograničenje odgovornosti</b></p> <p>7.1 OMV ne preuzima nikakvu odgovornost za dostupnost konkretnog opsega robe ili usluga na pojedinačnim benzinskim stanicama.</p> <p>7.2 Zahtevi za odštetu protiv OMV-a su isključeni sve dok nije u pitanju grubi nemar ili namera od strane OMV-a.</p> <p>7.3 OMV ima pravo na prebijanje potraživanja. OMV naročito može da prebije zahteve za odštetu Klijenta.</p>
<p><b>8. Final provisions</b></p> <p>8.1 If one provision of these terms of business and delivery should be or become ineffective, the validity of the remaining provisions shall remain unaffected.</p>	<p><b>8. Završne odredbe</b></p> <p>8.1 Ako jedna odredba ovih uslova poslovanja i isporuke jeste ili postane nevažeća, to neće uticati na važenje preostalih odredaba.</p>