

The access to the Parking Facility is exclusively granted subject to the following Terms and Conditions, which constitute part of every Short-term Parking Agreement concluded between Interparking and Visitor.

## 1. Definitions

### Interparking:

Interparking Nederland B.V., or its subsidiary Parking & Protection B.V., both with registered office at Kruisplein 25 E, Rotterdam (3014 DB), in the capacity of owner, operator or manager of the Parking Facility.

### Short-term (Once-Only) Parking Agreement:

A parking agreement concluded between Interparking, as operator or manager of the Parking Facility, and Visitor in accordance with the terms and conditions described in clause 3.1 of these Terms and Conditions.

### Motor Vehicle:

Motor Vehicle as defined in the Road Traffic Act 1994.

### Parking Facility:

The parking facility or car park which is intended for the parking of Motor Vehicles, with related sites and spaces.

### Visitor:

The owner, user, registration holder or passenger of a Motor Vehicle who is bringing or has brought this Motor Vehicle into the Parking Facility.

### Access Pass:

The item selected by Visitor (Parker) - such as a parking ticket, exit ticket, parking pass, credit card, product via Interparking's website - or any means designated by and/or on the instructions of Interparking which provides access to the Parking Facility and which Interparking can use to determine the time of entry into the Parking Facility.

### Parking Fee:

The amount owed by Visitor for the use of the Parking Facility, which amount is calculated according to the rates set by Interparking and listed at the entrance of the Parking Facility and/or on the payment terminal and/or on the Website.

### Parking Period:

The period in which Visitor's Motor Vehicle is parked at the Parking Facility, which is the period between the moment of entry and the moment of exit of the Motor Vehicle.

### PMS:

Parking Management System, the system used by Interparking for access control, payment handling, exit control and providing management and other information relating to the Parking Facility.

### Terms and Conditions:

These general terms and conditions for a Short-term Parking Agreement.

### Website:

The internet website operated by Interparking or a third party where Visitor has the possibility of, among other things, purchasing an access pass and where information on the particular Parking Facility is available.

## 2. Applicable Terms and Conditions

- 2.1. These Terms and Conditions apply to every Short-term Parking Agreement concluded between Interparking and a Visitor. The access to the Parking Facility is granted exclusively subject to these Terms and Conditions.
- 2.2. These Terms and Conditions are valid from 1 April 2017 and replace all previous Interparking general terms and conditions relating to the Parking Facility.

## 3. Short-term Parking Agreement

- 3.1. A Short-term Parking Agreement is established between Interparking and Visitor when:
  - a. Visitor has become the holder of an Access Pass; or
  - b. Visitor uses the Parking Facility.
- 3.2. A Short-term Parking Agreement is regarded as having been established for the duration of the Parking Period, or the duration of use of the Parking Facility.
- 3.3. Provided there is adequate space, a random space in the Parking Facility is made available to Visitor, unless Visitor and Interparking have agreed otherwise.

## 4. Parking Fee and payment

- 4.1. Visitor owes a Parking Fee for the term of the Parking Period, which fee must be paid before Visitor leaves the Parking Facility with his/her Motor Vehicle, except to the extent agreed otherwise. The PMS system is decisive in determining the Parking Period, which is used to calculate the Parking Fee owed.
- 4.2. If Visitor cannot present a valid Access Pass, he/she owes Interparking the local lost-ticket tariff indicated at the Parking Facility and/or on the Website.

## 5. Access to Parking Facility

- 5.1. Visitor and/or his/her vehicle is only authorised to enter the Parking Facility if Visitor is in possession of a valid Access Pass.
- 5.2. Motor Vehicles may only drive into and out of the Parking Facility during the opening hours specified at the Parking Facility and/or on the Website or at times to be further agreed on.
- 5.3. Only Motor Vehicles without trailers and having a maximum length of 5.00 m may be parked in the Parking Facility. The height of the Motor Vehicles may not exceed the height stated at the entrance of the Parking Facility. A speed limit of 10 km per hour applies in the Parking Facility.
- 5.4. Interparking has the right to refuse any Motor Vehicle entry to the Parking Facility if Interparking deems this desirable taking into account the principles of reasonableness and fairness. This kind of refusal will primarily occur if Interparking knows or suspects that the Motor Vehicle will cause damage to the environment, in the broadest sense.

## 6. Regulations for Use

- 6.1. Visitor enters and uses the Parking Facility at his/her own risk. Visitor must at all times exercise due caution, especially in relation to the ceiling clearance of the Parking Facility outside the driving lanes. Visitor is required to follow instructions from Interparking and its designated personnel.
- 6.2. While on the site of the Parking Facility, Visitor must adhere to the stipulations of the Road Traffic Act, the further regulations stipulated pursuant to this law, the Road Traffic and Traffic Signals Regulations and the appendices to these, as well as any further rules pursuant to company regulations.
- 6.3. The following is prohibited:
  - a. using the Parking Facility for purposes other than parking;
  - b. offering, selling, hiring out or handing out goods or services in, on or near the Parking Facility;
  - c. bringing or having explosive, flammable or otherwise hazardous and/or harmful substances in the Parking Facility, with the exception of motor fuels in the Motor Vehicle's fuel reservoir;
  - d. advertising on or at the Parking Facility;
  - e. performing repairs to the Motor Vehicle or performing other work or having such repairs or work performed in the Parking Facility, unless explicit permission for this has been granted by or on behalf of Interparking;
  - f. remaining in the Motor Vehicle longer than necessary in order to park the particular Motor Vehicle.
- 6.4. Interparking has the right, if Interparking deems this necessary, to move Motor Vehicles within the Parking Facility and/or remove any Motor Vehicle from the Parking Facility (or have it removed), without this resulting in any liability on the part of Interparking. Interparking will observe reasonableness and due care in assessing the need to move or remove a vehicle.
- 6.5. The maximum continuous period for which a Motor Vehicle may be parked is 28 days, unless agreed otherwise in writing between Interparking and Visitor. After this period expires, in addition to the normal Parking Fee that applies, Visitor also owes a fine of EUR 25 per day, up to a maximum of EUR 2,000, without any notice of default being required and without prejudice to Interparking's right to also demand damage compensation.
- 6.6. If the Parking Facility has electrical charging facilities for Motor Vehicles, Visitor can avail of this service, if available, and if he/she has a Motor Vehicle suitable for this and a suitable related charging card. Interparking in no way guarantees the availability or usability of such a charging station. Interparking is never liable for any damage resulting from the use of the charging station.

**7. Access Pass via Website**

- 7.1. Visitor can purchase an Access Pass via the Website by filling in the online booking form for the desired parking product. For the purchase of an Access Pass in this manner, a booking period of 1 hour prior to the start of the reserved Parking Period applies and the purchase takes place subject to availability.
- 7.2. Visitor can cancel his/her reservation at any time in the 'My reservation' environment on the Website. If cancellation takes place no later than 4 hours prior to the start of the selected reservation period, Visitor will receive the Parking Fee owed paid out in a voucher in a value equal to the Parking Fee. This voucher is valid for up to six months after the cancellation. No refund is provided for cancellations made differently or later.
- 7.3. An Access Pass purchased via the Website provides Visitor only with rights in relation to the reserved Parking Period. It is not possible to enter the Parking Facility at an earlier time. If Visitor leaves the Parking Facility earlier than the end of the reserved Parking Period, this terminates the validity of his/her Access Pass and Visitor is not entitled to any refund. Only the 'Hotel Parking' product allows entry and exit in the interim. If Visitor leaves the Parking Facility later than planned, Visitor must pay for the excess time, which will be calculated by means of the PMS and the regular tariff.

**8. Non-compliance**

- 8.1. If Visitor fails to comply with any obligation which he/she has pursuant to the law, local by-laws, regulations and customs, and/or the Short-term Parking Agreement concluded with him/her, including the terms and conditions applicable to such, Visitor is required to compensate Interparking for all damage suffered and to be suffered by Interparking as the result of this attributable failure.
- 8.2. If Interparking is forced to issue Visitor a demand, a notice of default or other writ or in the event of necessary proceedings against Visitor, Visitor is required to compensate Interparking for all the costs incurred for this, including the costs of legal assistance, both at law and otherwise, unless the proceedings were brought wrongly.
- 8.3. Interparking is at all times entitled to keep the Motor Vehicle in its possession and suspend the obligation to release it as long as everything it has to claim from Visitor, either on grounds of the Short-term Parking Agreement or on other grounds, has not been paid.
- 8.4. If Visitor has left a vehicle in the Parking Facility and, despite a written request or demand from Interparking, refuses to remove the Motor Vehicle left behind, Interparking will be able to have the Motor Vehicle left behind removed from the Parking Facility within 14 days after request or demand (if despite reasonable efforts Visitor's address cannot be found, the affixing of a clearly visible request for removal under one of the Motor Vehicle's windshield wipers can suffice). If Visitor has not collected the Motor Vehicle within 3 months, Interparking has the right to sell or destroy the Motor Vehicle. In that case, Interparking is only required to compensate Visitor the sales proceeds less the Parking Fee and fine owed and Visitor's costs in connection with the

removal and temporary storage of the vehicle. If the Parking Fee and any fine owed and Interparking's costs are higher than the proceeds received for the Motor Vehicle, Visitor must pay all these costs to Interparking. If Visitor or his/her permanent or temporary address is unknown and Interparking is therefore unable to request or demand Visitor in writing to remove the vehicle, within 3 months after the Motor Vehicle was parked in or on the Parking Facility Interparking has the right to have the Motor Vehicle removed from the Parking Facility, with due observance of the provisions in this paragraph.

**9. Liability**

- 9.1. The Short-term Parking Agreement does not include any surveillance. Interparking excludes any liability for damage, theft, loss to/of the parked Motor Vehicle and other property of Visitor or passengers, as well as in relation to physical injury caused directly or indirectly by or as a result of the use of the Parking Facility, unless Visitor can demonstrate that there was intent or gross negligence on the part of Interparking.
- 9.2. Interparking is not required to compensate any damage if there is a situation of force majeure. Force majeure is in any event understood to be a circumstance independent of the will of Interparking as a result of which Visitor cannot reasonably expect Interparking to comply with its obligations under the Short-term Parking Agreement. This in any event includes work strikes, fire, government measures, business interruption as well as failure in compliance by third parties.
- 9.3. Visitor is liable for all damage caused by him/her.

**10. Privacy, personal data**

- 10.1. Interparking is responsible for ensuring that it processes the personal data in accordance with the General Data Protection Regulation and related laws and regulations. The Website clearly states what personal data are processed by Interparking and how it handles these.
- 10.2. Video recording takes place in the Parking Facility, among other places at the entrance and exit and near the payment terminals, to combat criminal offences and violations in the Parking Facility. This footage is erased after the maximum statutory retention period has expired, except in the event the owner must surrender this footage to a competent authority charged with combating criminal offences and violations in the Parking Facility.
- 10.3. The owner may utilise registration plate recognition when the Parking Facility is used. In that case, the registration plate will be recorded when parking. The registration plate will be recorded in order to find vehicles and to combat criminal offences and violations and these data may be provided to third parties as an extension of that. After the vehicle has left the parking facility, the registration plate will be automatically deleted from the parking system before the maximum statutory retention period has been exceeded, the parking fee has been paid and no criminal violations or offences were recorded in the registration plate recognition.

**11. Other stipulations**

- 11.1. To the extent agreements have not been confirmed in writing by an authorised representative from Interparking, agreements made by Interparking employees do not bind Interparking.
- 11.2. Interparking has the right to amend these Terms and Conditions.
- 11.3. To the extent any clause is void, voidable or not applicable, this clause must be converted into a clause that does justice as much as possible to the purport of the void, voidable or inapplicable clause.
- 11.4. Dutch law applies to this agreement. The competent court is the court in Rotterdam.
- 11.5. All written notices, including demands, arising under the Short-term Parking Agreement or in connection with this Short-term Parking Agreement or these Terms and Conditions must be sent to Interparking.