

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 the Visitor.

## 1. Definitions

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

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

### Interparking:

Interparking Nederland B.V., or its subsidiary Parking & Protection B.V., both with their registered office at Beursplein 37, 3011 AA Rotterdam, in the capacity of owner, operator and/or manager of the Parking Facility.

### Motor Vehicle:

A 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 and/or passenger of a Motor Vehicle who brings and/or has brought this Motor Vehicle into the Parking Facility and/or who has gained access to the Parking Facility.

### Parking Fee:

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

### Parking Period:

The period in which the Visitor's Motor Vehicle is parked at the Parking Facility, which is the period between the Motor Vehicle entering and exiting the Parking Facility.

### 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.

### In Writing:

By letter or by email, whereby the only valid email address for Interparking is [abo@interparking.nl](mailto:abo@interparking.nl).

### Access Pass:

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

### Terms and Conditions:

These general terms and conditions for a Short-term (Once-only) Parking Agreement.

### Website:

The internet website operated by Interparking or a third party where the Visitor can, among other things, purchase an Access Pass and/or where information on the particular Parking Facility is available.

## 2. Applicability of the Terms and Conditions

- 2.1. These Terms and Conditions apply to every Short-term Parking Agreement concluded between Interparking and the 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 August 2019 and replace all previous 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 the Visitor when:
  - a. the Visitor has become the holder of an Access Pass; or
  - b. the Visitor uses or enters the Parking Facility.
- 3.2. A Short-term Parking Agreement is regarded as having been established for the duration of the Parking Period.
- 3.3. Provided there is adequate space, a random space in the Parking Facility is made available to the Visitor, unless the parties have agreed otherwise.

## 4. Parking Fee and payment

- 4.1. The Visitor owes a Parking Fee for the term of the Parking Period, which fee must be paid before the Visitor leaves the Parking Facility with the Motor Vehicle, unless the parties have agreed otherwise. The PMS is decisive in determining the Parking Period and calculating the Parking Fee owed.
- 4.2. The maximum tariff (per day) indicated at the Parking Facility applies only per Parking Period and is calculated per calendar day (00:00 – 23:59 hours).
- 4.3. If the Visitor cannot present a valid Access Pass, the Visitor owes Interparking the local lost-ticket tariff indicated at the Parking Facility and/or on the Website.
- 4.4. The Parking Facility may have an eco-parking option, giving the Visitor a discount on the Parking Fee if the Motor Vehicle he/she parks meets specific environmental and other standards. For each Parking Period, the PMS assesses whether a Motor Vehicle qualifies for eco-parking based on a registration plate check. The PMS is always decisive to this assessment. Interparking is never liable for the Visitor's inability to use the eco-parking option.

## 5. Access to the Parking Facility

- 5.1. The Visitor is only authorised to access the Parking Facility with a Motor Vehicle if the Visitor is in possession of a valid Access Pass provided by Interparking.
- 5.2. The Visitor may only use the Parking Facility for parking a Motor Vehicle.
- 5.3. The Visitor may only drive a Motor Vehicle into and out of the Parking Facility during the opening hours specified at the Parking Facility and/or on the Website or at other times as agreed.
- 5.4. Only Motor Vehicles without trailers and having a maximum length of 5.00 meter may be parked in the Parking Facility. The height of the Motor Vehicles may not exceed the height stated at the entrance to the Parking Facility. A speed limit of 10 km per hour applies in the Parking Facility.
- 5.5. Interparking has the right to refuse specific Motor Vehicles 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 may cause damage (in the broadest sense).

## 6. Regulations for Use

- 6.1. The Visitor enters and uses the Parking Facility at his/her own risk. The Visitor must at all times exercise due caution, especially in relation to the ceiling clearance of the Parking Facility outside the driving lanes. The Visitor is required to follow any instructions from Interparking and its designated personnel.
- 6.2. While at the site of the Parking Facility, the Visitor must adhere to the stipulations of the Road Traffic Act ("Wegenverkeerswet"), the further regulations stipulated pursuant to this law, the Road Traffic and Traffic Signals Regulations ("Reglement Verkeersregels en Verkeerstekens) and their appendices, 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. posting or affixing advertisements or other signs 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 is necessary to park the particular Motor Vehicle;
  - g. to park in a parking space that is clearly intended for a specific Motor Vehicle or type of Motor Vehicle (such as a parking space for a specific licence plate, a parking

- space for the disabled, a parking space with an electric charging station or a parking space for a car or motorcycle) with any vehicle other than a Motor Vehicle that is specifically intended for that space;
- h. leave the Parking Facility by passing through the barrier immediately behind another Motor Vehicle without allowing the barrier to close between the Motor Vehicles.
- 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 moved or 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 Parking Period is 28 days, unless agreed otherwise In Writing between Interparking and the Visitor. After this period expires, in addition to the normal Parking Fee that applies, the Visitor will also owe an immediately due and payable 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 claim compliance and (additional) compensation.
- 6.6. If the Parking Facility has electrical charging facilities for Motor Vehicles, the Visitor may avail him/herself of this service, if available, if he/she has a Motor Vehicle suitable for this and an appropriate 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. An electric Motor Vehicle may only be parked in a parking space with an electric charging station during the time when the Motor Vehicle is effectively connected to the charging station. Interparking has the right to charge an additional tariff for the time during which the Motor Vehicle is connected to the charging station and remains parked in the parking space after the Motor Vehicle is fully charged. These tariffs are listed on the Website and/or at the Parking Facility.
- 6.7. The Visitor is prohibited from leaving the Parking Facility with the Motor Vehicle without having first paid the Parking Fee owed and/or (irrespective of whether the Parking Fee has been paid) from driving the Motor Vehicle out of the Parking Facility past the barrier directly behind another Motor Vehicle without the barrier gate having closed in between ("taigating"). If the Visitor violates this prohibition, the Visitor will owe Interparking the lost-ticket tariff, increased by the full investigation and collection costs Interparking incurs to collect this tariff, without prejudice to Interparking's right to claim compensation for the actual consequential and other loss suffered. Interparking reports incidents of this nature to the police.
- 7. Access Pass via Website**
- 7.1. The Visitor can purchase an Access Pass via the Website and reserve a parking space by means of the online booking form for the desired parking product. An Access Pass can be purchased in this manner up to one hour prior to the start of the reserved Parking Period and is subject to availability.
- 7.2. The Visitor can cancel the reservation at any time in the 'My reservation' environment on the Website. If cancellation takes place more than four hours prior to the start of the selected reservation period, the Parking Fee paid will be refunded to the Visitor in the form of a parking voucher 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 only provides the Visitor with rights in relation to the reserved Parking Period. It is not possible to enter the Parking Facility at an earlier time. If the Visitor leaves the Parking Facility earlier than the end of the reserved Parking Period, this terminates the validity of the Access Pass and the Visitor is not entitled to any refund. Only the 'Hotel Parking' product allows entry and exit in the interim. If the Visitor leaves the Parking Facility later than planned, the Visitor must pay for the excess time, which will be calculated by means of the PMS on the basis of the regular tariff.
- 8. Non-compliance**
- 8.1. If the Visitor fails to comply with any obligation which he/she has pursuant to the law, local by-laws, regulations and customs, the Short-term Parking Agreement or these Terms

- and Conditions, the Visitor is required to compensate Interparking for all damage suffered and to be suffered by Interparking.
- 8.2. If Interparking is forced to issue the Visitor with a demand, a notice of default or other writ or in the event of proceedings against the Visitor, the Visitor is required to compensate Interparking for all the costs incurred for this, including the costs of legal assistance, both at law and otherwise.
- 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 any claim it has against the Visitor, either on the grounds of the Short-term Parking Agreement or on other grounds, has not been paid.
- 8.4. If the Visitor has left a Motor Vehicle in the Parking Facility and, despite a request or demand In Writing from Interparking, refuses to remove this Motor Vehicle within fourteen days after the request In Writing, Interparking will be entitled to have the Motor Vehicle removed from the Parking Facility. If despite reasonable efforts the Visitor's address cannot be found, the affixing of a clearly visible request In Writing for removal under one of the Motor Vehicle's windshield wipers suffices. If the Visitor has not collected the Motor Vehicle within three months after the request In Writing, Interparking has the right to sell or destroy the Motor Vehicle. In that case, Interparking is only required to pay the Visitor the sales proceeds, if any, less the Parking Fee and the costs owed in connection with the removal and temporary storage of the Motor Vehicle and other costs payable by the Visitor. If the Parking Fee owed and the costs in connection with the removal and temporary storage of the Motor Vehicle exceed the proceeds, if any, received for the Motor Vehicle, the Visitor must pay all these costs to Interparking.

**9. Liability**

- 9.1. The Short-term Parking Agreement does not include any surveillance. Interparking excludes any liability for, inter alia, damage, theft, loss to/of the Motor Vehicle and other property of the Visitor or passengers of the Motor Vehicle, 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 there was intent or gross negligence on the part of Interparking. Interparking may only be held liable for damage if it is notified of this damage In Writing or by means of the online complaints form ([www.interparking.nl](http://www.interparking.nl)) within two weeks after the damage is caused. Pursuant to the General Data Protection Regulation, certain data may only be stored for a limited period of time. It is partly for this reason that complaints lodged after this time limit will no longer be processed.
- 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 the Visitor cannot reasonably expect Interparking to comply with its obligations under the Short-term Parking Agreement. This in any event includes work strikes, fire, storms, floods, government measures, business interruption as well as failure in compliance by third parties.
- 9.3. The Visitor is liable for all damage caused by the Visitor.

**10. Privacy, personal data**

- 10.1. Interparking is responsible for ensuring that it processes personal data in accordance with the General Data Protection Regulation and related laws and regulations. The Website (<https://www.interparking.nl/nl-NL/Privacy/>) clearly states what personal data are processed by Interparking and what data processing safeguards Interparking observes.
- 10.2. Video recording takes place in the Parking Facility, inter alia at the entrance and exit and near the payment terminals, to combat criminal offences and violations. Footage is erased at the latest on expiry of the maximum statutory retention period, provided that the Parking Fee has been paid and no criminal offences or violations have been recorded. Footage may be submitted to the authorities charged with combating criminal offences and violations in the Parking Facility.
- 10.3. Use of the Parking Facility may involve licence plate recognition and registration. In that case, the PMS records the Motor Vehicle's registration plate upon entering and exiting. The licence plate may be registered, inter alia, to be able to locate Motor Vehicles, to give them automatic access, to establish the Parking Period, to calculate the Parking Fees and to combat criminal offences and other violations. After the

Motor Vehicle has left the Parking Facility the licence plate number will at the latest be deleted within the maximum statutory retention period, if the Parking Fee has been paid and no criminal violations or offences were recorded with regard to that licence plate. Vehicle registration data may be submitted to the authorities charged with combating criminal offences and other violations in the Parking Facility.

**11. Other stipulations**

- 11.1. Agreements made by Interparking employees do not bind Interparking unless such agreements have been confirmed In Writing by an authorised representative of Interparking.
- 11.2. Interparking has the right to unilaterally amend these Terms and Conditions.
- 11.3. To the extent that any article is void, voidable or not applicable (either wholly or in part), this article must be converted into a valid article that does as much justice as possible to the purport of the void, voidable or inapplicable article.

- 11.4. The Short-term (Once Only) Parking Agreement and the Terms and Conditions are governed by Dutch Law. The court in Rotterdam is exclusively authorised to hear and decide on disputes arising from or relating to the Short-term (Once Only) Parking Agreement and/or these Terms and Conditions.
- 11.5. To the extent that the Visitor is a natural person who is not acting in the practice of a profession or in the operation of a business, articles 6.6 (third sentence), 8.2, 8.4, 9.1 (second sentence), 11.3 and 11.4 do not apply and the relevant rules of the Dutch Civil Code apply instead.
- 11.6. All notices In Writing, including demands, arising under or in connection with the Short-term Parking Agreement or these Terms and Conditions must be sent to Interparking.