

## 1. DEFINITION

The access to and the use of the parking accommodation is solely granted under application of the following General Terms and Conditions, that form part of each parking agreement concluded with Owner and also remain applicable after termination of the parking agreement.

### Parking accommodation:

The parking accommodation or the parking terrain with related terrains and spaces.

### Owner:

Owner and/or manager/exploiter of the parking accommodation and/or their/his representatives.

### Parking person:

Owner/user of a vehicle, that has been brought into or on the parking accommodation or is present there.

### Parking proof:

Parking card, exit card, parking pass, congress card, value reduction card, chip card, credit card or any other means that can be used or act that must be used to gain access to the parking accommodation.

### Parking fee:

Amount that the Parking person is due for the use of the parking accommodation.

### Vehicle:

Under a vehicle will be understood a persons' car or a motor cycle.

## 2. PARKING AGREEMENT

2.1 A parking agreement will be deemed to have been concluded by the mere fact of the use of the parking accommodation.

2.2 Thereto is decisive, that the Parking person is or has been on the terrain belonging to the parking accommodation.

2.3 To the Parking person a random place will be made available in the parking accommodation.

2.4 The guarding of the vehicle does not belong to the obligations of the Owner.

## 3. PARKING PROOF

A vehicle will be only admitted to the parking accommodation with a valid parking proof, or after the execution of an act designated by the Owner, that makes it possible after repetition thereof, to bring the due parking fee into account to the Parking person upon leaving the parking accommodation.

## 4. PARKING FEE

4.1 The parking fee will be calculated according to the rates established by the Owner, such as these are stated at the entrance or in the parking accommodation.

4.2 The rates established by the Owner can be modified without further announcement or notifications.

## 5. ACCESS

5.1 The driving in and out of vehicles in and from the parking accommodation can solely take place during the opening hours established by the Owner.

5.2 The Owner is authorised to refuse any vehicle access to the parking accommodation, if the Owner deems this desirable, observing reasonableness and fairness. This instance will occur in particular, if the Owner knows or suspects, that a vehicle transports explosive or other dangerous agents, therein not included motor fuels in the designated reservoir of the vehicle as well as in the case the Owner is of the opinion, that the vehicle in view of the scope and/or weight, or by the matters that are transported therewith, can cause damage to the surroundings in the broadest sense. The vehicles parked in the parking accommodation, must meet with the same terms and conditions, as vehicles parked on the public road.

5.3 In or on the parking accommodation, also the Dutch Laws *Wegenverkeerswet* and the Dutch regulation *Reglement Verkeersregels en Verkeerstekens* are applicable. In the parking accommodation applies a maximum speed of 10 km/hour. Pedestrians have always right of way over vehicles.

5.4 In the parking accommodation, solely persons' cars and enterprise vehicles may be parked with a maximum length of 4.80 metres and a maximum width of 2.50 metres. The height of the vehicles may not amount to more than stated at the entrance of the parking accommodation. It is not permitted to drive into or out from the parking accommodation with trailers of whichever nature, including caravans, or to be present therein.

## 6. PAYMENT

6.1 The due parking fee must be paid, before the Parking person leaves the parking accommodation with his vehicle, unless another arrangement has been made. Payment of the due parking fee must solely take place in the currency in which the rate has been expressed.

6.2 If the Parking person cannot show a valid parking proof, then he is liable to pay for each day or part thereof, that he has made use of the parking accommodation, the rate for a full 24 hours. For the

determination of the quantity of days that use has been made of the parking accommodation, the opinion of the Owner is leading.

## 7. USE OF THE PARKING ACCOMMODATION

7.1 During the presence on the terrain of the parking accommodation, the Parking person must behave in accordance with the stipulations of the *Wegenverkeerswet*, the further rules set by this law, the *Reglement Verkeersregels en Verkeerstekens* and the related exhibits, as well as with the further rules set based on the regulation referred to. In case of non-compliance, the Parking person is liable for the damage deriving there from.

7.2 The Parking person is furthermore obliged to follow directions from the personnel of the Owner, to place the vehicle on the designated or to be designated place and to behave thus, that the traffic in and/or near the parking accommodation will not be hindered and the safety will not be endangered.

7.3 The personnel of the Owner are authorised, if this in the opinion of this personnel is necessary, to move vehicles within the parking accommodation or to let them be moved or removed, without that this can lead to any liability for the Owner or the personnel. The personnel must observe in the assessment of the necessity to moving and/or removing, reasonableness and care.

7.4 The vehicles must be locked properly during the parking and the car lights must have been switched off. After the vehicle has been parked, the driver and passengers must leave the vehicle and the parking accommodation.

## 8. HINDER/LIMITATIONS USE

8.1 It is forbidden to have or bring into the parking accommodation explosive, inflammable or otherwise dangerous and/or harmful agents, with the exception of motor fuels in the designated fuel reservoir of the vehicle.

8.2 It is forbidden to pollute the parking accommodation by depositing garbage or waste or leave these behind, or to let fluids, including oil, flow away.

8.3 It is forbidden to smoke in the parking accommodation, to ignite fire, or to create an open fire.

8.4 It is forbidden to consume alcohol in the parking accommodation, to use or trade drugs.

8.5 It is forbidden to execute or let execute in or on the parking accommodation reparations to the vehicle or other activities, unless thereto explicitly permission by or on behalf of the Owner has been granted.

8.6 The parked vehicle can only be collected during the opening hours. The maximum parking time is 4 weeks, unless agreed in writing otherwise.

### 9. NON-COMPLIANCE

9.1 If the Parking person comes short in the compliance with any obligation, which rests on him according to the law, the local regulations and customs and/or the parking agreement concluded with him inclusive of the applicable terms and conditions, then the Parking person is required to compensate the Owner for all damage suffered or to be suffered by this as a consequence of the abovementioned default.

9.2 If the Owner is necessitated to issue a summons, notification of default or other writ to the Parking person, or in case of necessary procedures against the Parking person, then the Parking person is obliged to compensate the costs made thereto, including the costs of legal assistance, both in and out-of-court, to the Owner.

9.3 The Owner is always authorised to retain the vehicle, for as long as not all what he has to claim either based on the parking agreement or on another basis from the Parking person, has been paid.

9.4 If the Parking person has left a vehicle behind in the parking accommodation and, in spite of a request in writing or summons of the Owner (for whichever reason) refuses or is not able to remove the vehicle left behind, then the Owner shall be able to (let) remove the vehicle left behind from or off the parking accommodation, from 14 days after the sending of the request or the summons (in case the address of the Parking person cannot be retrieved in spite of a reasonable effort, the application of a clearly visible request for removal under a windshield wiper of the vehicle will suffice), and to store it elsewhere. If the Parking person within 3 months after the postage date of the request or summons, has not collected the vehicle, then the Owner is authorised to sell or destroy the vehicle. The Owner is then only required to compensation of the sales proceeds, reduced with the due parking fee, possible fine and the costs of the Owner in connection with removal and the temporary storage of the vehicle, to the Parking person. If the due parking fee, the costs of the Owner and the possible fine, are higher than the proceeds of the vehicle, then the Parking person must pay all these costs to the Owner. If the Parking person within 3 months after the postage date of the request or summons, does come to collect the vehicle, then the Parking person is required to pay the due parking fee, the possible fine and the costs of the Owner in connection with removal and temporary storage of the vehicle to the Owner.

### 10. LIABILITY

10.1 The parking agreement concluded between parties, does not encompass security. The Owner therefore accepts no liability whatsoever for theft or the loss of properties of the Parking person. The Owner accepts furthermore no liability for

whichever damage to the properties of the Parking person as well as concerning bodily harm and/or any other damage, directly or indirectly caused by or as a consequence of the use of the parking accommodation, unless the damage is directly caused by or because of the Owner and/or the personnel of the parking accommodation and this liability will not be in any other article of these General Terms and Conditions, whereby the liability of Owner in any case is limited to the amount on which the Owner can make a claim under his (company) liability insurance. Under 'Parking person' will here also be understood other passengers of his vehicle.

10.2 The Owner is not liable towards the Parking person, if there is an instance of Force Majeure, as a consequence of which compliance with the obligations of the parking agreement reasonably cannot be expected anymore by the Parking person from the Owner. Under Force Majeure will be included in any case, but not be limited to work strike, fire, enterprise disruptions, technical disruptions, government measures as well as a shortcoming in the compliance by third parties.

10.3 If Owner can make a claim on the stipulations in article 10.1 and article 10.2, then its employees and/or personnel of the parking accommodation held liable, can also make a claim thereto, as if they were a party to the parking agreement between Owner and Parking person.

10.4 The Parking person is liable for all damage, hinder and excess burden that is caused by him. Damage caused by the Parking person to the parking accommodation or equipment and installations related thereto, must be compensated on the spot, or must be compensated by the Parking person, after an expertise by the Owner of the damage has been composed, the one and the other notwithstanding the stipulations in article 9.

### 11. OTHER STIPULATIONS

#### 11.1 Other General Terms and Conditions

The applicability of possible other General Terms and Conditions that are used by the Parking person, or to which might be referred by the Parking person, will be hereby explicitly rejected.

#### 11.2 Understandings

Understandings or agreements with members of personnel of the Owner, do not bind the latter, insofar they have not been confirmed by him in writing.

#### 11.3 Conversion

If and insofar it will be judged, that any stipulation of these General Terms and Conditions is invalid or eligible for invalidation, or will be judged that any stipulation is not applicable, because this in the given circumstances would be unacceptable according to standards of reasonableness and fairness, as a consequence of which Owner could not

make a claim hereto, then to this stipulations will be attributed in any case a meaning as similar a possible regarding content and tenor, so that a claim thereto can be made after all.

#### 11.4 Applicable law

The Laws of the Netherlands are applicable to this parking agreement.

The competent court is the court of Rotterdam, the Netherlands.

#### 11.5 Domicile

All written communications, summonses therein included, deriving from or related to this agreement and General Terms and Conditions, must be sent to:

APCOA PARKING Nederland BV

Westblaak 88

3012 KM ROTTERDAM