

General terms and conditions for Subscription Holders

These conditions apply from October 1, 2018 and replace all previous general conditions associated with parking Agreements for Subscription Holders. Access to the Parking Facility is only granted subject to the following conditions, which form part of every parking Agreement concluded between the Owner / operator of the Parking Facility and the Contract Holder.

Article 1

Definitions

Subscription Holder:

The owner / user of a motor vehicle, which has been placed in or on the parking facility on the basis Subscription Agreement.

Administrator:

The one that performs on behalf of the owner all activities which are related to the operational management, administration and subscription management of the parking facility.

Owner:

Owner and / or operator of the Parking facility.

Motor vehicle:

A motor vehicle as referred to in Article 1 of the 1990 Traffic Regulations and Road Signs.

Other services:

The other services that the Owner offers are different for each Parking Facility and can be requested via the Administrator.

Parking facility:

The parking garage or parking area with associated areas and spaces to which the parking Agreement relates.

Storage Agreement:

An Agreement between the Owner of the Parking Facility and the Owner / user of a Motor Vehicle for the purpose of storing this Motor Vehicle in the Parking Facility.

Access documents:

Parking card, transponder, keys or any other means that can be used to gain access to the parking facility.

Article 2

Storage Agreement

2.1 A Storage Agreement is entered into in writing. A random place in the parking facility is made available to the subscriber.

2.2 Unless otherwise agreed, the Storage Agreement is deemed to have been entered into up to and including the next calendar month after the commencement date of the contract, after which it will be tacitly extended by 1 (one) calendar month each time.

2.3 Both parties are, unless otherwise agreed, entitled to cancel the Storage Agreement in writing with due observance of a notice period of 1 (one) calendar month before the expiry of the subscription period. Cancellation is only possible with the Parking Facility Manager.

2.4 When entering into the Storage Agreement, the Manager will provide the Contract Holder with Access Documents to enable him to use the relevant Parking Facility. The Access Documents remain the property of the Owner. In the event of the loss of the Access Documents or one of these Access Documents, the subscriber is obliged to report this to the Parking Manager. For the provision of new Access Documents by the Parking Manager, the Subscription Holder owes a fee equal to the deposit, unless the Contract Holder demonstrates that the access documents become inaccessible according to the standards of reasonableness and fairness should be considered to fall under the risk sphere of the Owner.

2.5 On the last day of the Storage Agreement at the latest, all Access Documents provided by the Manager to the Contract Holder must be submitted. If a Subscription Holder does not meet the aforementioned obligation, he will owe a fine of € 25.00 for each day that he fails to hand over the Access Documents to the Manager. The foregoing does not apply if the Contract Holder has notified Management of the loss or the entry of Access Documents in writing. In that case, the Subscription Holder will owe a fee as described in the previous paragraph.

2.6 If the Contract Holder has left a Motor Vehicle in the Parking Facility after termination or dissolution of the Storage Agreement, the Manager will request the Contract Holder in writing to remove the abandoned motor vehicle. If subscriber fails to do so, Manager may choose to take the left motor vehicle from the parking facility. The Manager will inform the (former) Subscription Holder of this in writing. The costs of disposal or temporary storage of the vehicle, as well

as of a possible status report will be borne by the (former) Subscription Holder. In the case, the address of the (former) Subscription Holder despite reasonable effort can be retrieved to suffice with arranging a clearly visible request to removal under a windshield wiper of the motor vehicle. If the (former) Subscription Holder has not collected the Motor Vehicle within six months after the last written notice, the Owner will sell or destroy it. Owner is only required to compensate the (former) Subscription Holder the sales revenue reduced with the cost of the owner associated with the removal and temporary storage, and any status report of the motor vehicle. If the latter costs are higher than the revenue from the Motor Vehicle, (former) Subscription Holder must pay all these costs to the Owner.

Article 3

Access

- 3.1** The Subscription Holder gains access to the Parking Facility with the aid of Access Documents provided by the Manager which are made available upon entering into the Agreement. These documents are non-transferable, remain property of the Owner and must be returned upon termination of the Agreement.
- 3.2** The entry, exit and parking of Motor Vehicles in the Parking Facility can only take place within the times laid down in the preamble to the Storage Agreement. Beyond these times, access using the Access documents referred to in the first paragraph is not possible and / or the normal hourly rate applies.
- 3.3** In or on the parking facility only motor vehicles up to a maximum length of 4.80m may be parked. The height of the Motor Vehicle may not exceed that stated at the entrance to the Parking Facility. It is not permitted with trailers of any kind, including caravans, to enter or exit the Parking Facility.
- 3.4** The Owner / Manager is entitled to refuse any Motor Vehicle access to the Parking Facility if it considers this to be reasonable with due regard for reasonableness and fairness. This event will occur particularly if owner / administrator knows or suspects that a Motor Vehicle contains inflammable and / or other dangerous transports substances, not including fuel into the special container Motor Vehicle, and in the event that he considers the Vehicle given the size and / or weight, or issues thus transported may cause damage to the environment in the broadest sense. Also, Owner / Manager is entitled to refuse Motor vehicles that are (partly) LPG fuelled in to its parking facilities.
- 3.5** Motor Vehicles parked in the Parking Facility must meet the same conditions as Motor Vehicles parked on public roads (liability insurance, etc.)

Article 4

Payment

- 4.1** Payment of the subscription as agreed in the Storage Agreement shall in advance and using a debit appearance to be paid on or before the first day of entering the relevant period. If in the Agreement no mention of a period for which the subscription fee is always due, then that period is considered to be one (1) month.
- 4.2** Owner / Manager is entitled if Subscription Holder still fails to make a payment of the subscription or other claims under the General Conditions for at least thirty days after the due date, to refuse him access to the parking until the date of full payment, so notwithstanding the other rights arising for Owner / Manager of the non-payment.
- 4.3** If the Subscription Holder remains negligent in the payment of the amount due on the agreed due date, the Subscription Holder will, without prejudice to the other rights that apply to The owner / manager deriving from this non-payment, without any reminder or notice of default being required, one percent of the overdue subscription fee due per month or part of a month that the payment did not take place.
- 4.4** If in the event of non-payment of subscription fees collection measures are necessary, the extrajudicial collection costs between the parties shall be determined in advance of 15 (fifteen) percent of the unpaid subscription but at least €250,00. Payments made by the Subscription Holder after summons or subpoena serve first and foremost to settle the aforementioned costs, even if the Subscription Holder states a different destination upon payment.

Article 5

Deposit

At the conclusion of Subscription Agreement is obliged, where applicable, to pay a deposit to be corresponded to the Access Documents. No interest is paid on this deposit. The deposit will be refunded to Subscription Holder upon termination of the Agreement if the associated access documents are refunded to the Administrator and Subscription Holder is otherwise nothing owed to the Owner / Manager, under the between the parties entered into Agreement.

Article 6

Rate change

- 6.1** Subscriber will receive a written notification from the Owner / Manager at least one calendar month before the commencement date about proposed rate increases. Owner / manager is free to adapt the tariff, even if the Agreement was entered only recently.
- 6.2** If Subscription Holder does not wish to accept a price increase, he can in writing terminate the contract within two weeks after the rate change was notified by his owner, namely against the date on which the announced rate increases.

Article 7

Nuisance / restriction of use

7.1 During the presence in or on the parking, the Subscription Holder must act conform the provisions of the Road Traffic arrangements pursuant to this Act, the Traffic Rules and Signs the annexes, as well as the arrangements made under that regulation. In case of failure thereof, Subscription Holder is liable for the resulting damage.

7.2 Subscription Holder is also obliged to follow the staffs guidance and to place the Motor Vehicle in the indicated place and behave in such a way that the traffic in, and / or on the Parking facility is not interfered and the safety is not compromised.

7.3 It is forbidden in the Parking Facility to sell goods, offer goods for sale, rent goods and provide for rental.

7.4 It is prohibited to advertise in or on the Parking Facility without prior permission from the Manager. When encountering widespread unauthorized advertising disposal costs will be charged to the perpetrator.

7.5 It is forbidden to bring explosive, flammable or otherwise dangerous and / or harmful substances into or on the Parking Facility, except motor fuels in the normal fuel reserve of the vehicle intended for this.

7.6 It is forbidden to carry out repairs on the vehicle or other work in or on the Parking Facility, or to have such work carried out, unless explicit permission has been granted by or on behalf of the Owner.

7.7 Contract Holder should ensure that no nuisance or inconvenience caused to users of the nearby located buildings or other users of the parking facility.

7.8 Owner / Manager is authorized to perform or have performed work in or on the parking, by public services, companies and / or third parties, without being obliged to pay any compensation.

7.9 The motor vehicles must be properly locked during parking and the lights must be extinguished. It is the occupants of motor vehicles, which are parked in / on the parking facility, not allowed to stay longer in the motor vehicle other than during the time that is needed to park the respective vehicle into a parking spot. After the Motor Vehicle has been parked, the occupants of the Motor Vehicle must leave the Parking Facility.

Article 8

Non-compliance

8.1 If the Contract Holder fails to comply with any obligation imposed on it by virtue of the law, local regulations and customs and / or the Agreement entered into with it, including the conditions applicable to it, the Owner / Manager is entitled to cancel this Agreement without written notice. Notice to terminate immediate verification and Subscription Holder to refuse access to the parking and / or remove the parked motor vehicle expense and risk of Subscription Holder. Subscription Holder is obliged to Owner / operator to reimburse all damages suffered by it or suffer as a result of the above deficiencies and / or termination of the Agreement.

8.2 If Owner / Administrator is forced to summon or notice to Subscription Holder, or in case of necessary procedures against Subscription Holder, including a procedure to force Subscription Holder to vacate his motor vehicle from the parking facility, Subscription Holder is obliged the relevant n expense incurred, including reimbursing the cost of expert legal assistance, both in and out of court, to the Owner / Manager, unless the procedure was incorrectly entered.

8.3 Changes to the Agreement, which are necessary as a result of decisions made by the government or because of instructions from the government, including any instructions from the Fire Department, will the Subscription Holder constitute conditions precedent for the Agreement but as if they were literally included in the Agreement.

8.4 If Subscription Holder by a deficiency of Owner / Manager 1 (one) month could have no enjoyment of his rights as contained in the Agreement Subscription Holder will owe only a proportion of the plan's money.

8.5 Owner / Manager is entitled at all times to keep the Motor Vehicle under him, and that they take appropriate measures, such as installing a clamping or deny access to the parking facility, as long as all the liabilities, either under the Agreement, or on other grounds, are met.

8.6 A deficiency can Owner / Operator not be allocated if it is due to the will of Owner / Manager independent circumstance as a result of which the fulfilment of the obligations under the Agreement reasonably by Subscription Holder can be required from Owner / Manager. This includes in any case work strikes, fire, government measures, business disruptions, as well as a shortcoming in compliance by third parties.

Article 9

Liability

9.1 The parties established Agreement does not include monitoring. Owner / Manager therefore accepts no liability whatsoever for theft or loss of property of the Contract Holder. Owner also accepts no liability for any damage whatsoever to property of Subscription Holder and in respect of personal injury and / or any other damages directly or indirectly caused by or resulting from the use of the parking facility, unless the damage is directly caused by Owner / Administrator of the parking and this liability is not excluded in any other Article of these Terms or the Storage Agreement. The term "subscriber" as used herein shall be understood to other occupants or his Motor Vehicle.

9.2 The Subscription Holder is liable for all damage caused by him. Damage caused by Subscription Holder at the Parking Facility or associated equipment should be paid on the spot, or due after Owner / Manager has made an expertise of damage, without prejudice to Article 8, paragraph 5.

9.3 Owner / manager also accepts no liability for failure resulting from the use of Parking Facility or due to other services offered by or on behalf of the owner / manager of the parking facility.

9.4 Owner / Manager or its employee (s) shall be entitled, if it believes this is necessary, to remove motor vehicles and move within the parking and / or have any motor vehicle exposed from the parking facility, without introducing any liability for the Owner / Manager or the employee (s). The employee must serve at the assessing the necessity of relocating and / or removing the reasonableness and care.

Article 10

Rental/ commissioning

10.1 Subscription Holder may not rent his right to a third party to give one to use. The contract holder may not transfer the Agreement to third parties.

10.2 If Subscription Holders Agreement is transferred to a third party, Subscription Holder immediately has to pay a penalty of €500,00 and Subscription Holder is no longer eligible for a new Agreement.

Article 11

Conversion

Insofar as any stipulation in the Agreement concluded between Owner / Manager and Contract Holder, including the present General Terms and Conditions relating to Contracts for Contract Holders dated 1 October 2018, is not or is voidable or the other party states that any clause does not apply, because in the given circumstances this would be unacceptable according to the standards of reasonableness and fairness and an appeal to this is accepted or accepted by the court , this clause must be converted into a clause that does justice to the purport of the null and void or invalidated clause.