

# **GENERAL TERMS AND CONDITIONS QUICK PARKING EXPLOITATION HOLDING**

## **B.V.**

### **1. Definitions**

- 1.1. **Parking Agreement:** the agreement as set out in clause 2.2;
- 1.2. **Parking Facility:** car park including spaces and areas designated for parking vehicles;
- 1.3. **Parking Fee:** the amount payable by the User for using the Parking Facility;
- 1.4. **Parking Management System (PMS):** System consisting of hardware and software used for entry control, payment transactions, exit control and the provision of management information in relation to the Parking Facility;
- 1.5. **Parking Period:** the period indicated in advance by the User in his reserved parking booking during which the vehicle will be parked by the User;
- 1.6. **Proof of Parking:** Car park ticket, parking pass, or any other proof designated by Quick Parking that can be used to gain access to the Parking Facility and which shows time of entry;
- 1.7. **Quick Parking:** Quick Parking Exploitation Holding B.V. and/or its affiliates, including amongst others Quick Parking Exploitation Netherlands BV, Quick Parking Exploitation Belgium BVBA, Quick Parking Exploitation France SARL, Quick Parking Exploitation Spain SL Quick Parking Exploitation Sweden Ab;
- 1.8. **Receipt:** the form that is signed by the User when the vehicle is handed in. When the vehicle is handed in, Quick Parking will record the mileage and the condition of the vehicle;
- 1.9. **User:** the owner, holder of the vehicle registration certificate, user of or passenger in a vehicle who wishes to take, or has taken, that vehicle into the Parking Facility;
- 1.10. **Valet Parking:** the valet parking service offered by Quick Parking, which involves taking receipt of vehicles, keeping them in custody and returning them to the User.

### **2. Applicability of terms and conditions**

- 2.1. Access to the Parking Facilities shall only be granted in accordance with these terms and conditions, which form part of each Parking Agreement concluded between the User and Quick Parking. These terms and conditions also apply to (reservations of) other services provided by Quick Parking, including (but not limited to) Valet Parking.
- 2.2. Parking Agreements are concluded:
  - a. by holdership of a Proof of Parking;
  - b. by means of a reservation;
  - c. by means of using the Parking Facility.

In the event of a dispute with regard to whether or not the Parking Facility is being used, the (vehicle of the) User's presence within the Parking Facility or the PMS registration shall be the decisive factor.

### **3. Reservations**

- 3.1. The User can only book reserved parking by completing the booking form for the desired parking product through the website of Quick Parking (or through the website of a third party) against the mentioned rate. A User is entitled to park at the Parking Facility that is mentioned on the reservation and not at any other location.
- 3.2. The reserved parking bookings must be made not later than 20 minutes prior to the Parking Period start date and is subject to availability. If parking places are not (or no longer) available, Quick Parking shall not accept the booking and notify the User thereof within the shortest possible term.
- 3.3. The User must state the start and end dates of the Parking Period on the booking form. Once the User has made his choice, the full specifications are shown, accompanied by a statement of the Parking Fee due. The User is then asked if he wishes to proceed to the electronic payment facility to pay the Parking Fee due. The User can also opt for payment at the Parking Facility. If the User then clicks on the button to finalise the reservation and accept these general terms and conditions, the Parking Agreement with Quick Parking is concluded and the User shall be subject to the reservation he made vis-à-vis Quick Parking.
- 3.4. In the event of an online reservation, no Parking Agreement will be concluded if the electronic payment is refused. The User will be notified hereof.
- 3.5. After having finalised the reservation or booking, Quick Parking shall confirm this by means of an e-mail message sent to the e-mail address submitted by the User. The confirmation serves as proof of the existence and details of the Parking Agreement. The reservation can be amended by telephone, e-mail or on the website through "changes". The User can cancel the reservation free of charge up to twenty (20) minutes before the Parking Period by means of sending an e-mail that includes a reference to the reservation number to [info@quickparking.nl](mailto:info@quickparking.nl). If the User cancels later, the already paid Parking Fee will not be refunded.
- 3.6. Quick Parking may provide reserved parking users with promotion codes. The use of promotion codes is strictly personal and solely intended for the purpose for which they were issued, i.e. obtaining a one-off discount for a reserved parking booking. In the event of misuse of the promotion code, the discount awarded can be claimed back by Quick Parking.

- 3.7. Entering the Parking Facility at a date/time earlier or later than the Parking Period start date or exiting the Parking Facility at a date/time earlier or later than the Parking Period end date is possible, subject to the following conditions:
- a. If the User, who has made a reservation, enters the Parking Facility at an earlier date/time than the start date/time of the Parking Period, the User must pay the full daily rate applicable at that time for the number of days up to the start of the Parking Period. This sum is indivisible, which means that it is not broken down by part days or other time units. The amount charged on account of exceeding the Parking Period must be paid by the User separately.
  - b. If the User, who has made a booking, enters the Parking Facility at a later date/time than the start date/time of the Parking Period, it does not affect the end date/time of the Parking Period; the end date/time remains unchanged. Nor is the User entitled to a refund of any part of the Parking Fees paid.
  - c. If the User exits the Parking Facility with his vehicle at an earlier date/time than the end date/time of the Parking Period, the Parking Period ends on the date/time at which the User actually leaves the Parking Facility with his vehicle. Entering and exiting again during the Parking Period is not therefore possible: the Parking Period ends automatically the first time that the User exits the Parking Facility. The User is not entitled to a refund of any part of the Parking Fees paid.
  - d. If the User exits the Parking Facility at a later date/time than the end date/time of Parking Period, he shall be charged for the time that he exceeds the Parking Period. The User must pay the full daily rate applicable. The amount charged on account of exceeding the Parking Period must be paid by the User separately.
- 3.8. Quick Parking will process the personal data entered by the User on the personal data page of the website and data relating to his surfing and clicking behaviour and transactions via the Website. Quick Parking complies with the statutory regulations laid down in the Wet Bescherming Persoonsgegevens (Personal Data Protection Act).
- 3.9. The User's data is saved in a customer file and is used to finalize the reserved parking booking, including payment and customer service. Quick Parking also uses the data to analyse the User's surfing and clicking behaviour and transactions and to compile customer profiles based on this information. These profiles are used by Quick Parking to perfect the range of products and services on the website and to create special offers tailored to the customer based on Quick Parking's full range of products and services.
- 3.10. If the User objects to Quick Parking collecting and analysing his data for making special offers tailored to him, he can submit a notice of objection by sending an email to [info@quickparking.nl](mailto:info@quickparking.nl). If the User wishes to delete his data from the Quick Parking files, he can make this known by using the same email address.

3.11. Quick Parking has outsourced the processing of credit card transactions of Users to Adyen. The personal data of the Users needed to process the credit card transactions may therefore be made available to Adyen by Quick Parking. Adyen, in its capacity as processor, shall process this data on behalf of Quick Parking for the sole purpose of completing credit card transactions. Adyen shall not disclose this data to third parties other than the financial institutions linked to the method of payment that has been selected. The User's bank account or credit card statement may state the name of Adyen in connection with the above.

#### **4. Parking Facility and access**

- 4.1. Only a valid Proof of Parking entitles a User, motor vehicle or person to access the Parking Facility.
- 4.2. A random space within the Parking Facility shall be made available to the User, unless the User and Quick Parking have entered into an agreement in advance under which a specific space or area within the Parking Facility has been designated.
- 4.3. At some Parking Facilities, an electric charging facility may be offered if an electric charging parking space is available. At the electronic charging facility, a user's manual shall be available. Quick Parking is unable to guarantee that electric charging is always available and it is not possible to reserve a parking space for electric charging. It is the responsibility of the User that the vehicle has got sufficient energy or an alternative fuel source available at the time of parking to be able to exit the Parking Facility. Quick Parking is not liable for any damages that may result from using the electric charging facilities.
- 4.4. Entering and exiting the Parking Facility is only possible at opening hours. Opening hours are determined by Quick Parking and Quick Parking can amend opening hours at all times.
- 4.5. Only vehicles not exceeding 5 metres in length and 1.90 metres in width and weighing less than 2,500 kilograms shall be granted access to the Parking Facility. These vehicles must not exceed the maximum height in case there is a maximum height indicated at the entrance to the Parking Facility.
- 4.6. It is prohibited to enter or access the Parking Facility with any type of trailer, including caravans.
- 4.7. If the key of the motor vehicle is handed in at the Parking Facility, Quick Parking may at all times relocate the motor vehicle, if such is deemed necessary by Quick Parking.
- 4.8. Quick Parking is entitled to refuse access to the Parking Facility to any vehicle if such is deemed appropriate by Quick Parking, with due observance of the principle of reasonableness and fairness. Reasons for such refusal shall include knowledge or suspicion on the part of Quick Parking that a vehicle may cause damage to its

surroundings, in view of its size and/or weight or items it is carrying in the broadest sense. Quick Parking is entitled to refuse vehicles that use LPG as fuel, if the Parking Facility is not equipped.

- 4.9. Quick Parking is entitled to relocate vehicles and/or persons within the Parking Facility and/or remove, or arrange for the removal of, any vehicle from the Parking Facility, if such is deemed necessary by Quick Parking. The condition of a vehicle may constitute grounds for Quick Parking to remove, or arrange for the removal of, this vehicle from the Parking Facility, without this resulting in any liability on the part of Quick Parking. Quick Parking must observe the principle of reasonableness and due care when assessing the need to move and/or remove persons and/or vehicles.
- 4.10. Vehicles that have been parked contrary to the applicable regulations may be removed by Quick Parking at any time at the expense and risk of the User and be placed outside the Parking Facility if necessary.

## **5. Instructions for use**

- 5.1. The User accesses and uses the Parking Facility at the User's own risk. The User must take caution at all times, especially with regard to the Parking Facility's height outside of the driving lanes.
- 5.2. The User must follow instructions of Quick Parking's personnel, traffic signs and direction of driving closely.
- 5.3. In the Parking Facility, the maximum speed is 5 kilometres an hour.
- 5.4. Whilst present in the Parking Facility, the User must act in accordance with the provisions of the *Wegenverkeerswet* (Road Traffic Act), further rules imposed pursuant to this Act, the *Reglement Verkeersregels en Verkeerstekens* (Traffic Rules and Signs Regulations) and corresponding appendices, as well as further rules imposed pursuant to the aforesaid regulations.
- 5.5. It is prohibited to:
  - a. use the Parking Facility for any purpose other than the parking of vehicles;
  - b. offer, distribute, sell or rent out goods or services within the Parking Facility;
  - c. advertise in or on the Parking Facility;
  - d. smoke or ignite an open fire within the Parking Facility;
  - e. stay in the motor vehicle any longer than is necessary to park the motor vehicles. After parking, the car lights and the motor must be switched off and all persons must leave the Parking Facility;
  - f. carry out repairs or other activities relating to the motor vehicle without Quick Parking's consent;
  - g. leave waste in the Parking Facilities, with the exception of small items of waste, which must be placed in the bins provided for that purpose.

- 5.6. The User shall further be obliged to act in such a way that traffic in and/or around the Parking Facility is not obstructed and safety is not compromised. The motor of the vehicle may only be in operation as is required for entering or exiting the Parking Facility.
- 5.7. Vehicles may not be parked in the Parking Facility for more than ninety (90) consecutive days without the prior written consent of Quick Parking. If this period is exceeded, the User shall be liable to pay, in addition to the Parking Fee for parking during the ninety (90) day period, a Parking Fee for each day, or part thereof, that the vehicle belonging to the User is present within the Parking Facility following expiry of the aforementioned period, plus an amount of € 25 per day, without prejudice to the right of Quick Parking to demand additional payment of costs, damages and interest and without any notice of default being required.
- 5.8. If the User has left a vehicle in the Parking Facility and, despite a written request or demand by Quick Parking, refuses or is unable, for any reason whatsoever, to remove that vehicle, Quick Parking shall be entitled to remove, or arrange for the removal of, the vehicle from the Parking Facility within fourteen (14) days of the request or demand and to store the vehicle in question at another location.
- 5.9. If, despite reasonable effort, it is not possible to obtain the address of the User, a clearly visible written request for removal placed underneath the windscreen wiper of the vehicle shall suffice. If the User fails to collect the vehicle within three (3) months of the request or demand, Quick Parking shall be entitled to sell or destroy the vehicle. In that case, Quick Parking is obliged only to pay the User the proceeds of the sale less the Parking Fee due, any fines due and any costs incurred by Quick Parking in connection with the removal and temporary storage of the vehicle. If the Parking Fee due, any fines and the aforesaid costs incurred by Quick Parking exceed the proceeds from the sale of the vehicle, the User must pay Quick Parking the difference.

## **6. Parking Fee and payment**

- 6.1. The User must pay a Parking Fee in order to use the Parking Facility. The Parking Fee is calculated in accordance with the rates set by Quick Parking and the period in which the motor vehicle has been in the Parking Facility. For determining this period, the period indicated by PMS will be decisive.
- 6.2. Rates are set out on Quick Parking's website. Quick Parking reserves the right to change these rates.
- 6.3. If the User has not paid the Parking Fee beforehand, the Parking Fee must be paid by payment at a payment machine before exiting the Parking Facility. After payment at a payment machine, the User is entitled to remove the vehicle from the Parking

Facility within 60 minutes from the time of payment. If the User fails to remove the vehicle from the Parking Facility within the aforesaid period, a new Parking Period commences in respect of which a new Parking Fee is payable. Following payment for the new period, the procedure as described above is repeated.

- 6.4. It is prohibited to remove a vehicle from the Parking Facility without paying for use of the Parking Facility or without the permission of Quick Parking. Exiting without payment, e.g. by quickly following another vehicle under the barrier, is explicitly not allowed. In that case, the User will owe the Parking Fee and additional compensation of damages of € 500,-. The rights under this clause do not impair Quick Parking's rights to claim compensation of actual (consequential) damages or losses.
- 6.5. Quick Parking is entitled to (temporarily) refuse the User and/or the vehicle access and usage of any Parking Facility.

## **7. Valet Parking**

- 7.1. These terms and conditions apply to Valet Parking and the Receipt.
- 7.2. When handing in the vehicle and the key to Quick Parking personnel, the User has to sign the Receipt. Quick Parking reserves the right to make a copy of the User's identity document. By signing the Receipt, the User agrees to Quick Parking taking custody of the vehicle and the accompanying key.
- 7.3. The vehicle and the key will be returned to the User after upon showing the copy of the Receipt and, at Quick Parking's first request, an identity document.
- 7.4. If the User is unable to show his copy of the Receipt or his identity document, Quick Parking will not allow him to take the vehicle, and the Royal Marechaussee of Schiphol will draw up a report.
- 7.5. The pickup date and time stated on the Receipt stated will be the deciding factor in getting the vehicle ready.
- 7.6. Quick Parking strives to have the vehicle ready for the User as much as possible in advance, but the User may have to wait for their vehicle upon their return. Quick Parking is not liable for any damage to the vehicle that arises after it is handed in. In addition, Quick Parking is not liable for any loss suffered by the User due to delays. Upon receipt, Quick Parking will record the mileage and the condition of the vehicle.
- 7.7. In the event of an open return flight or a change in the return flight, the User must submit an amended request to get the vehicle ready, via the website or by phone, at least 24 hours in advance. Requests to get the vehicle ready that are submitted within 24 hours before arrival must be submitted over the telephone. During this call, the User must provide their name and reservation number at Quick Parking's first request.

- 7.8. Changes made within 24 hours before arrival may result in a longer wait and possible additional costs (in connection with Quick Parking getting the vehicle ready unnecessarily and other operational costs).
- 7.9. Quick Parking will only allow someone other than the User to take the vehicle and/or the key with the prior written permission of the User, or upon receipt of a court order for surrender.
- 7.10. Quick Parking reserves the right to refuse to hand over the vehicle if the User is obviously inebriated.
- 7.11. The rates, rate components and any surcharges applied by Valet Parking are listed on Quick Parking's website. The minimum rate for Valet Parking is the rate for one day. Upon return, the User must pay in cash, by debit card or by credit card, unless the reservation was made on the basis of a Valet Parking subscription or via an agent on the basis of an invoice, in which case the payment will be made through the Valet Parking subscription or via the agent, respectively.
- 7.12. The User can submit complaints about the custody of the vehicle to Quick Parking for up to fifteen (15) minutes after the vehicle is returned, provided that the User has not moved the vehicle from the location at which Quick Parking returned the vehicle to the User. After the fifteen (15) minute time frame, any liability of Quick Parking with regard to the vehicle lapses.
- 7.13. The User is responsible for ensuring that all equipment (electronic equipment) is switched off. The User agrees to Quick Parking employees making use of the equipment insofar as this is required for relocating the vehicle, as well as to those employees making changes that are required for the safe use of the vehicle, for example to the position of the chair and the mirror. If the User's vehicle does not start, Quick Parking will take no measures to cause the vehicle to start, unless the User has provided prior written permission.
- 7.14. The User declares that there are no items in the vehicle, such as weapons, drugs, stolen items and animals. If Quick Parking finds items in the vehicle that are forbidden or potentially dangerous, Quick Parking will report this to the police.
- 7.15. To the extent permitted by law, Quick Parking excludes all liability towards the User, except liability for a direct pecuniary loss suffered by the User due to wilful misconduct or a serious breach of contract on the part of Quick Parking. Pecuniary loss does not include any form of consequential loss. Quick Parking's liability is in any case limited to a maximum sum of EUR 100.000,- per event.
- 7.16. Leaving personal property in the vehicle is done at the User's own risk.
- 7.17. Quick Parking is entitled to retain the vehicle at all times and to take appropriate measures for this purpose until all amounts payable by the User to Quick Parking pursuant to this Proof of Receipt or on any other grounds have been paid.

## **8. Liability**

- 8.1. The Parking Agreement entered into by Quick Parking and the User includes adequate security, but does not include permanent individual surveillance of the vehicle. Quick Parking excludes any liability for damage, theft or loss of or to the vehicle or any other property belonging to the User or passengers.
- 8.2. In addition, Quick Parking cannot be held liable for failures arising from use of the Parking Facility or other services, including Valet Parking, offered by or on behalf of Quick Parking within the Parking Facility, unless the User is able to demonstrate intent or gross negligence on the part of Quick Parking.
- 8.3. Quick Parking cannot be held liable for any failures owing to circumstances outside the control of Quick Parking, as a result of which Quick Parking's meeting of its obligations arising from the Parking Agreement can no longer be reasonably required by the User. Such circumstances shall at least include industrial action, fire, government measures, service breakdowns or failures by third parties.
- 8.4. The User is liable for any damage caused by or as a result of using the Parking Facility. Any damage to the Parking Facility or equipment caused by the User must be paid for there and then unless, in the opinion of Quick Parking, the User is able to provide sufficient security for the successful recovery of costs from the User. The professional judgement of Quick Parking or of an expert appointed by Quick Parking shall be used to determine the amount of the damage. The costs of this loss assessment shall be at the expense of the User.
- 8.5. If the User fails to meet any of the obligations imposed pursuant to the law, local bye-laws and customs and/or the Parking Agreement entered into with the User, including these terms and conditions, the User shall be obliged to compensate Quick Parking for any loss or damage it has suffered or shall suffer in the future as a result of such failure. If Quick Parking is compelled to issue a demand letter, notice of default or other writ to the User or if it is necessary to institute proceedings against the User, the latter shall be obliged to reimburse Quick Parking any costs it incurs to this end, both judicial and extrajudicial, unless the proceedings were instituted unjustly.
- 8.6. Quick Parking is entitled to retain the vehicle at any time and to take appropriate measures for this purpose, e.g. a wheel clamp, until all amounts payable by the User to Quick Parking pursuant to the Parking Agreement and/or general conditions or on any other grounds have been paid.
- 8.7. The liability restrictions listed in this article may also be invoked against the User by the manager(s) and owner(s) of the Parking Facility, insofar as they are not the same party/parties as Quick Parking.

## **9. Privacy**

- 9.1. In the Parking Facility, for example at the entrance, exit and at the payment machines, video registration can be used to combat theft and destruction of property.
- 9.2. Upon entrance of the parking facility, Quick Parking can use license plate recognition. In that case, the registration plate can be registered in the PMS and can be printed on the parking license. If the license plate is registered and printed on the Parking, this will be done to combat fraud and in particular to combat fraud with (lost) Proofs of Parking and theft. License plate numbers are not provided to third parties, unless Quick Parking has a legal obligation to do so.

## **10. Miscellaneous**

- 10.1. Agreements with Quick Parking staff do not bind Quick Parking, unless they have been confirmed by a competent Quick Parking representative in writing. Staff in this regard are all employees and employees who do not have the authority to represent Quick Parking.
- 10.2. If one or more provisions of these terms and conditions proves to be null and void, is voided or otherwise becomes legally invalid, the other provisions of these terms and conditions shall remain in force to the fullest possible extent, insofar as this is in keeping with the purpose and purport of these terms and conditions. Any null and void provision will be replaced with a valid provision in line with the purpose of these terms and conditions.
- 10.3. Quick Parking reserves the right to amend these terms and conditions.

## **11. Governing law and competent court**

- 11.1. All Parking Agreements and these terms and conditions are governed by Dutch law.
- 11.2. Any dispute between the parties relating to these terms and conditions will be handled exclusively by the district court of Amsterdam.