

GENERAL TERMS AND CONDITIONS OF EINDHOVEN AIRPORT PARKING FACILITIES

Article 1 – Definitions

Reserved Parking:

Eindhoven Airport parking products that can be booked via internet.

EANV:

Eindhoven Airport N.V.

Motor Vehicle:

Motor Vehicle as described in the Dutch Road Traffic Act 1994.

Parking Facility:

(Underground) car park including spaces and areas designated for parking Motor Vehicles.

Car Park User:

The owner, registered owner, user of or passenger in a Motor Vehicle who wishes to take, or has taken, the Motor Vehicle into the Parking Facility.

Proof of Parking:

Car park ticket, parking subscription, or any other proof designated by EANV that can be used to gain access to the Parking Facility.

Parking Fee:

The amount payable by the Car Park User for the use of the Parking Facility.

Parking Period:

The period during which the Motor Vehicle is physically parked in the Parking Facility, which is the period from the parking start date (including this date) to the actual parking end date (including this date), which period is calculated on the basis of the entry and exit times recorded by the PMS.

PMS (Parking Management System):

System consisting of hardware and software used for entry control, payment transactions, exit control and providing management information in relation to the Parking Facility.

Reservation Period:

The period indicated in advance by the Car Park User in his Reserved Parking booking during which the Motor Vehicle is parked by the Car Park User, which is the period from the parking start date (including this date) to the indicated parking end date (including this date).

Website:

The internet website managed by EANV, with website address www.eindhovenairport.nl.

Article 2 – Applicability of the Terms and Conditions

2.1 These General Terms and Conditions apply as of 1 October 2014 and replace all previous terms and conditions relating to the EANV Parking Facilities.

2.2 Access to the Parking Facilities shall only be granted in accordance with these General Terms and Conditions.

2.3 These General Terms and Conditions apply to all Parking Agreements. Parking Agreements are concluded:

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Date	17 March 2017
Version	DEF

- by acquiring a car park ticket at the entrance of the Parking Facility
- by entering or exiting with a credit card, during which the parking duration is recorded in the PMS
- by means of a reservation
- by entering via license plate recognition
- by means of a car park ticket ordered and received in advance
- by means of access granted through an intercom call and admission by EANV administration
- by means of a subscription for multiple use of the Parking Facility
- by means of an agreement with EANV for using the Parking Facility

2.4 If any provision of these General Terms and Conditions proves to be null and void, is voided or otherwise becomes legally invalid, the other provisions of these General 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 General Terms and Conditions. The voided provision shall be replaced with a valid provision, preserving the purpose and purport of these General Terms and Conditions.

Article 3 – Parking Agreement

3.1 A Parking Agreement is deemed to have been concluded:

- a. once the Car Park User has obtained Proof of Parking and uses this Proof of Parking to park a Motor Vehicle in the Parking Facility. In the event of a dispute with regard to whether or not the Parking Facility is being used, the Car Park User being located within the Parking Facility with the Motor Vehicle shall be decisive.
- b. in the event of Reserved Parking, in the manner described in Article 2 of the Special Provisions of these General Terms and Conditions.

3.2 The duration of a Parking Agreement is equal to the Parking Period.

3.3 A random space within the Parking Facility shall be made available to the Car Park User, unless the Car Park User and EANV have entered into an agreement in advance under which a specific space or area within the Parking Facility has been designated.

Article 4 – Access

4.1 Provided sufficient space is available, valid Proof of Parking or an accepted Reserved Parking booking grants the right to access the Parking Facility and to park one Motor Vehicle.

4.2 The EANV Parking Facilities are open 24 hours per day.

4.3 Only Motor Vehicles with a maximum length of 5.00 meters, a maximum width of 1.90 meters and a weight below 2500 kilograms shall be granted access to the Parking Facility; the height of these Motor Vehicles must not exceed the height indicated at the entrance to the Parking Facility.

4.4 EANV is entitled to refuse any Motor Vehicle accessing the Parking Facility if so deemed desirable by EANV with due observance of the principle of reasonableness and fairness. Reasons for such refusal shall include knowledge or suspicion on the part of EANV that a Motor Vehicle is carrying explosives or other hazardous substances, with the exception of motor fuel in the fuel tank of the Motor Vehicle designed for this purpose, or if EANV believes that, in view of its size and/or the weight or items it is carrying, the Motor Vehicle may cause damage to its surroundings in the broadest sense.

4.5 EANV is entitled to move vehicles and/or persons within the Parking Facility and/or remove, or arrange for the removal of, any vehicle from the Parking Facility, if so deemed necessary by EANV. The condition of a vehicle may constitute grounds for EANV to remove, or arrange for the removal of, this vehicle from the Parking Facility, without this resulting in any liability on the part of EANV. EANV

must observe the principle of reasonableness and due care when assessing the need to move and/or remove persons and/or vehicles.

4.6 Motor Vehicles that have been parked contrary to the applicable regulations may be removed by EANV at the risk and expense of the Car Park User at all times and taken out of the Parking Facility where necessary.

4.7 EANV is entitled to wheel clamp vehicles, if so deemed necessary by EANV. EANV must observe the principle of reasonableness and due care when assessing the need to apply a wheel clamp.

Article 5 – Instructions for use

5.1 Whilst present within the Parking Facility, the Car Park User must behave in accordance with the provisions of the Dutch Road Traffic Act, further rules imposed pursuant to this Act, the Traffic Rules and Signs Regulations and corresponding appendices, as well as further rules imposed pursuant to the aforesaid regulations.

5.2 The Car Park User is bound by the Airport Regulations of Eindhoven Airport. The Car Park User is further bound by the General Terms and Conditions that apply to the use of Eindhoven Airport, as well as by any future amendments or new versions thereof, as soon as these take effect, except where these General Terms and Conditions explicitly depart from the aforesaid Regulations. The current version of the General Terms and Conditions and Airport Regulations can be consulted via the Website at all times.

5.3 The Car Park User shall further be obliged to follow any instructions issued by EANV personnel to move the vehicle to the designated space or a space to be designated, and to behave in such a way that traffic in and/or around the Parking Facility is not obstructed and safety is not compromised.

5.4 Without the prior written permission of EANV, Motor Vehicles may not be parked in the Parking Facility for longer than 90 consecutive days. If this period is exceeded, the Car Park User, in addition to the Parking Fee for parking during the 90-day period, shall be liable to pay a Parking Fee for each day, or part thereof, that the Motor Vehicle belonging to the Car Park User is present within the Parking Facility following expiry of the aforementioned period, without prejudice to the right of EANV to demand additional payment of costs, damages and interest.

5.5 If the Car Park User has left a vehicle in the Parking Facility for a period of more than 90 days and, despite a written request or demand by EANV, refuses or is unable to remove the abandoned vehicle for any reason, EANV shall be entitled to remove, or arrange for the removal of, the abandoned vehicle from the Parking Facility within 14 days of the request or demand and to store it elsewhere. If, despite reasonable effort, it is not possible to obtain the address of the Car Park User, a clearly visible written request for removal placed underneath the windscreen wiper of the vehicle shall suffice. If the Car Park User fails to collect the vehicle within three (3) months of the request or demand, EANV shall be entitled to sell or destroy the vehicle. In that case, EANV is obliged to only pay the Car Park User the proceeds of the sale less the Parking Fee due, any fines and costs incurred by EANV in connection with the removal and temporary storage of the vehicle. If the Parking Fee due, any fines and the aforesaid costs incurred by EANV exceed the proceeds from the sale of the vehicle, the Car Park User must pay EANV the difference.

Article 6 – Restrictions on use

6.1 It is prohibited to:

- a. use the Parking Facility for any purpose other than the parking of Motor Vehicles;
- b. offer, distribute, sell or hire out goods or services in or near the Parking Facility;
- c. use the Parking Facility for practicing commercial activities without written consent of EANV;

- d. advertise in or on the Parking Facility. In the event of any unauthorised advertisement messages, the costs of removal shall be recovered from the person responsible;
- e. enter or access the Parking Facility with any type of trailer, including caravans;
- f. smoke or start an open fire within the Parking Facility;
- g. bring or store explosive, inflammable or otherwise hazardous and/or harmful substances in the Parking Facility, with the exception of motor fuel in the fuel tank of the Motor Vehicle designed for this purpose;
- h. use the Parking Facility as a camping site;
- i. 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.

6.2 The engine of a Motor Vehicle may only be running insofar as this is necessary for the immediate entry to or exit from the Parking Facility or immediate parking of the Motor Vehicle.

Article 7 – Parking Fee and payment

7.1 The Car Park 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 EANV. The rates are stated at the entrance to the Parking Facilities and/or on the Website. EANV reserves the right to change these rates.

7.2 Following payment at a ticket machine, the Proof of Parking entitles and enables the Car Park User to remove the Motor Vehicle from the Parking Facility within a period starting from the time of payment. For short-term parking this period is thirty (30) minutes and for long-term parking sixty (60) minutes. If the Car Park User fails to remove the Motor 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 described above is repeated.

7.3 If the Car Park User loses or fails to produce the Proof of Parking, a Motor Vehicle may only be removed from the Parking Facility once the Car Park User has paid the currently applicable Parking Fee for each day and part thereof that the Motor Vehicle, in the opinion of EANV, has been present within the Parking Facility.

7.4 It is prohibited to remove a Motor Vehicle from the Parking Facility without paying for the use of the Parking Facility or without the permission of EANV. In that case, EANV shall submit a written demand to the Car Park User in respect of the Parking Fee due. If the debt is not paid at first request, a second demand shall be issued after two weeks, further stating that the Motor Vehicle in question shall be refused access to the Parking Facilities. The demand shall further state that, if the Motor Vehicle in question is detected within one of the Parking Facilities, Article 5.5 of these General Terms and Conditions shall be implemented. If, despite reasonable effort, it proves impossible to obtain the owner's name and address, implementing the provisions of Article 5.5 of these General Terms and Conditions shall suffice.

Article 8 – Liability

8.1 The Parking Agreement entered into between the parties does not include surveillance. EANV excludes any liability for damage, theft, loss etc. of or to the Motor Vehicle parked or to be parked or any other property belonging to the Car Park User or passengers, unless the Car Park User is able to demonstrate intent or gross negligence on the part of EANV.

8.2 In addition, EANV cannot be held liable for failures arising from the use of the Parking Facility or other services offered by or on behalf of EANV within the Parking Facility, unless the Car Park User is able to demonstrate intent or gross negligence on the part of EANV.

8.3 The Car Park User is liable for any damage caused by or as a result of using the Parking Facility. Any damage caused by the Car Park User to the Parking Facility or the PMS must be paid for there

and then unless, in the opinion of EANV, the Car Park User is able to provide sufficient security for the successful recovery of costs from the Car Park User. A loss assessment carried out by or on behalf of EANV shall be decisive in calculating the loss amount. The costs of this loss assessment shall be at the expense of the Car Park User.

8.4 If the Car Park User fails to meet any of the obligations imposed pursuant to the law, local by-laws and customs and/or the Parking Agreement entered into with the Car Park User, including these General Terms and Conditions, the Car Park User shall be obliged to pay EANV any loss or damage it has suffered or shall suffer in the future as a result of such failure. If EANV is compelled to issue a demand letter, notice of default or other writ to the Car Park User or if it is necessary to institute proceedings against the Car Park User, the latter shall be obliged to reimburse EANV any costs it incurs to this end, both judicial and extrajudicial, unless the proceedings were instituted unjustly.

8.5 EANV is entitled to retain the Motor Vehicle at all times and to take appropriate measures for this purpose until all amounts payable by the Car Park User to EANV pursuant to the Parking Agreement or on any other grounds have been paid.

8.6 EANV cannot be held liable for any failures owing to circumstances outside the control of EANV, as a result of which EANV meeting its obligations arising from the Parking Agreement can no longer be reasonably required by the Car Park User. Such circumstances in any event include industrial action, fire, government measures, operational failures and breach of contract by third parties.

Article 9 – Privacy provisions

9.1 When entering the Parking Facility, the Motor Vehicle license plate number is recorded in the PMS and printed on the exit ticket for the following purposes:

- a. counteracting fraud: in the event of loss of the exit ticket, the recorded license plate number can be used to verify when the relevant Motor Vehicle entered the Parking Facility in order to calculate the corresponding parking rate;
- b. security: when exiting, the system checks whether the license plate number of the Motor Vehicle corresponds to that on the exit ticket.

9.2 If the Car Park User avails of the Reserved Parking service, EANV will process the Car Park User's personal data, in addition to the purposes described in Article 9.1, for the purposes described in Article 5 of the Special Provisions of these General Terms and Conditions.

Article 10 – Subscriptions

10.1 All other provisions of the General Terms and Conditions are fully applicable to the extent that these are not deviated from in this article.

Separate subscriptions can be taken out per category (personnel, car rental companies and other categories to be designated).

10.2 The subscription for parking a Motor Vehicle is taken out according to the rate applicable at that time and for the duration of twelve months, after which it will be tacitly extended for 12 months, unless agreed otherwise.

10.3 The Car Park User with a subscription shall be informed by EANV at least four weeks in advance of any proposed increase in rates. If the Car Park User with a subscription does not wish to consent to an increase in rates, he may terminate the agreement in writing within two weeks of learning from EANV about the increase in rates, effective on the date when the increase in rates takes effect.

10.4 Both parties are entitled to cancel the subscription with due observance of a full calendar month's notice.

Article 11 – Additional provisions

11.1 EANV reserves the right to change these General Terms and Conditions. The most recent version of the General Terms and Conditions is published on the Website.

10.2 All written communications, including demands, arising from or relating to these General Terms and Conditions, must be sent to:

Eindhoven Airport N.V.
Parking management
Luchthavenweg 25
5657 EA Eindhoven
The Netherlands

Article 12 – Applicable law and competent court

12.1 All Parking Agreements are governed exclusively by Dutch law.

12.2 Any relevant dispute arising between the parties shall be submitted exclusively to the competent court in the District of 's-Hertogenbosch, the Netherlands.

B – Special Provisions for Reserved Parking

In addition to the General Provisions of these Terms and Conditions, Reserved Parking is subject to the provisions set out in this chapter B.

Article 1 – The Parking Facility

1.1 By making a Reserved Parking booking via the Website, stating the exact Reservation Period, the Car Park User can reserve a parking space in a designated area of EANV.

1.2 The Reserved Parking booking solely grants the right of parking a Motor Vehicle in the Parking Facility that corresponds to the relevant parking product, as specified on the Website. The Reserved Parking booking does, in any case, not grant the right to park in other Parking Facilities. EANV reserves the right to refer Car Park Users with a reservation for one of the Parking Facilities to one of the other Parking Facilities, for reasons of its own.

Article 2 – Reservation, change and cancellation

2.1 The Car Park User can only book Reserved Parking by completing the booking form for the desired parking product via de Website.

2.2 Reserved Parking is subject to the booking terms as communicated on the Website.

2.3 The Reserved Parking booking is subject to availability of the number of parking spaces designated to the Reserved Parking product. If parking spaces are not (or no longer) available, EANV shall not accept the booking and shall notify the Car Park User thereof within the shortest possible term.

2.4 The Car Park User must state the start and end dates of the Reservation Period on the booking form. Once the Car Park User has made his choice, the full specifications of the product are shown, accompanied by a statement of the Parking Fee due. Subsequently, the Car Park User is asked if he wishes to proceed to the electronic payment facility to pay the Parking Fee due. If the Car Park User then clicks the button to finalise payment, the Parking Agreement for the relevant Reserved Parking product with EANV is concluded, and the Car Park User shall be bound by the reservation he made towards EANV.

2.5 After having finalised the reservation or booking, EANV shall confirm this by means of an e-mail message sent to the e-mail address submitted by the Car Park User. The confirmation serves as proof of the existence and details of the Parking Agreement.

2.6 The Car Park User can at all times change or cancel his reservation by means of a special login module under the “My reservation” option on the Website. Changes in or cancellations of a Reserved Parking booking must be made within a period of no later than twelve (12) hours prior to the start date of the Reservation Period.

2.7 In the event of cancellation of a Reserved Parking booking in accordance with the conditions set out in Article 2.6, the Parking Fee shall be refunded to the Car Park User on his credit card or bank account, after deducting €10 administration costs.

2.8 In the event of cancellation or changing a Reserved Parking booking contrary to the conditions set out in Article 2.6, no Parking Fees shall be refunded.

2.9 Reserved Parking bookings made via or on the Ryanair website cannot be cancelled or changed. Articles 2.1 to 2.8 are not applicable on these bookings. In the event of cancellation or change of a Reserved Parking booking via or on the Ryanair website, no Parking Fees shall be refunded.

2.10 It is not permitted to make a Reserved Parking booking for commercial purposes. A Reserved Parking booking is not transferable for commercial purposes.

Article 3 – Parking Fee and payment

3.1 Contrary to the provisions of Article 7.2 of the General Provisions of these Terms and Conditions, the Car Park User can pay the Parking Fee payable for the Reserved Parking booking by means of a valid credit card or iDEAL, using the electronic payment facility on the Website. Approval of payment in that electronic payment facility represents an explicit agreement by the Car Park User to have the Parking Fee due charged against his credit card or bank account.

3.2 If payment with the credit card or via iDEAL is refused by the electronic payment facility, the booking cannot be finalised. The Car Park User shall be notified thereof either immediately or shortly after the attempted booking.

3.3 EANV shall state any interim changes in the rates on the Website. An interim change made in the period after the Car Park User has finalised the booking and before the Reservation Period start date does not affect the parking charges for that booking.

Article 4 – Parking

4.1 In the event of Reserved Parking, a choice can be made between a number of access keys so that the reservation is recognised when entering the Parking Facility, depending on the Parking Facility and/or the parking product.

4.1.2. License plate number: The license plate number is automatically recognised upon entry; an exit ticket with the license plate number is issued. The following text appears in the display: "Please take card". Upon exiting the Parking Facility, the license plate number is automatically read. The Car Park User must present the exit ticket when leaving the Parking Facility. Provided the Reservation Period corresponds to the Parking Period, the Car Park User can exit the Parking Facility. If this is not the case, the Car Park User can pay for the excess period at the payment terminals.

4.1.3. Access code: Provided the Car Park User selected this option during the booking process, EANV shall include an access code in the confirmation e-mail sent to the Car Park User. This code must be entered in the entry pillar, after which the exit ticket with license plate number is presented. Subsequently, the same procedure applies as described in Article 4.1.2. If the Car Park User arrives before the Reservation Period, an exit ticket will not be issued automatically, but the access code will be the only means to enter.

4.2 Entering the Parking Facility at a date/time earlier or later than the Reservation Period start date or exiting the Parking Facility at a date/time earlier or later than the Reservation Period end date is possible, subject to the following conditions:

Entering earlier

a. If the Car Park User, who has made a *Reserved Parking* booking, *enters* the Parking Facility at an *earlier date/time* than the start date/time of the Reservation Period, he must pay an additional amount equal to the full, regular parking rate applicable at that time for that period up to the start of the Reservation Period. The amount charged on account of exceeding the Reservation Period must be paid by the Car Park User separately.

Entering later

b. If the Car Park User, who has made a *Reserved Parking* booking, *enters* the Parking Facility at a *later date/time* than the start date/time of the Reservation Period, it does not affect the end date/time

of the Reservation Period: the end date/time remains unchanged. The Car Park User is not entitled to a refund of any part of the Parking Fees paid.

Exiting earlier

c. If the Car Park User, who has made a *Reserved Parking* booking, *exits* the Parking Facility at an *earlier date/time* than the end date/time of the Reservation Period, the Parking Period ends on the date/time at which the Car Park User physically leaves the Parking Facility with his Motor Vehicle. Exiting and entering again during the Parking Period is not possible: the first time that the Car Park User leaves the Car Park Facility, the Parking Period ends automatically. The Car Park User is not entitled to a refund of any part of the Parking Fees paid.

Exiting later

d. If the Car Park User, who has made a *Reserved Parking* booking, *exits* the Parking Facility at a *later date/time* than the end date/time of the Reservation Period, he shall be charged an additional amount for the time exceeding the Reservation Period. The amount charged on account of exceeding the Reservation Period is the parking rate applicable at that time for the designated parking area and must be paid by the Car Park User separately.

Entering earlier and exiting later

e. If the Car Park User, who has made a *Reserved Parking* booking, *enters* the Parking Facility at an *earlier date/time* than the start date/time of the Reservation Period and also *exits* the Parking Facility *after the end date/time* of the Reservation Period, *the aforementioned Articles 4.a and 4.d apply. Both excess periods* must be paid by the Car Park User in the way as described in Article 4.1.

Article 5 – Personal data

5.1 In order to accept the Reserved Parking booking, EANV processes the following personal data of the Car Park User:

- a. the access key provided by the Car Park User as part of the booking.
- b. the personal data entered by the Car Park User on the personal data page of the Website. EANV complies with the statutory regulations laid down in the EU General Data Protection Regulation.

5.2 EANV processes the data referred to in subparagraph 1a of this article in order to grant the Car Park User access to the Parking Facility. EANV processes the data referred to in subparagraph 1b within the framework of finalising the Reserved Parking booking, including payment and customer service.

5.3 If the Car Park User objects to EANV collecting this data, he can submit a notice of objection by sending an e-mail to parkeren@eindhovenairport.nl. If the Car Park User wishes to change his data or remove it from the EANV files, he can make this known by using the same e-mail address or, if it concerns the data referred to in Article 5.5, change or remove it himself.

5.4 The Car Park User can store his personal data in a database by means of a special login module under the “My reservation” option on the Website, so there is no need to re-enter this data upon subsequent bookings.

5.5 The Car Park User can, at all times, change or remove the stored personal data himself by means of a special login module under the “My reservation” option on the Website.

5.6 EANV has outsourced the processing of credit card transactions of Car Park User to Ogone B.V. Therefore, the personal data of the Car Park User needed to process the credit card transactions is

made available by EANV to Ogone B.V. Ogone B.V. in its capacity as processor, shall process this data on behalf of EANV for the sole purpose of completing credit card transactions. Ogone B.V. shall not disclose this data to third parties other than the financial institutions linked to the method of payment that has been selected. The bank account or credit card statement of the Car Park User may state the name of Ogone B.V. in connection with the above.

Article 6 – Personal promotion codes

EANV may provide Reserved Parking users with personal promotion codes. The use of promotion codes is strictly personal and solely intended for the purpose for which they were issued, viz., obtaining a non-recurrent discount for a Reserved Parking booking. In the event of misuse of the promotion codes, the discount awarded can be claimed back by EANV.

C – Special Provisions for Valet Parking

In addition to the General Provisions of these Terms and Conditions, Valet Parking is subject to the provisions set out in this chapter C.

Article 1 – Definitions

<u>EANV:</u>	Eindhoven Airport N.V.
<u>EASY Valet Eindhoven Airport (EVEA):</u>	The valet parking service offered by Eindhoven, which involves taking receipt of Motor Vehicles, keeping them in custody and returning them for the benefit of the User.
<u>Reservation:</u>	Complete reservation assignment given to EANV via the Website, which is confirmed through the issue of a reservation number. When making the Reservation, the User agrees to these General Terms and Conditions.
<u>User:</u>	The natural person who makes use of EASY Valet Eindhoven Airport.
<u>EVEA parking area:</u>	Parking spaces for the purpose of EASY Valet Eindhoven Airport (which are marked with a sign reading 'Valet'), where the User is to park their Motor Vehicle for the benefit of putting it into custody of EANV, and where the Motor Vehicle will be waiting for the User upon their return.
<u>EVEA location:</u>	The location at which the User is to hand in the key for the benefit of putting the Motor Vehicle in the custody of EANV, and where the key can also be collected. The opening and closing times of the EVEA location are similar to those of the Eindhoven Airport Terminal (Monday till Sunday 4:30 to 00:00 pm).
<u>Proof of Receipt:</u>	The (digital) form that is signed by the User when the Motor Vehicle is handed in. When the Motor Vehicle is handed in, EANV will record the mileage of the Motor Vehicle.
<u>Website:</u>	www.eindhovenairport.nl
<u>EVEA Car Park:</u>	The (closed-off) car park in the immediate area of Eindhoven Airport in which EANV parks the User's Motor Vehicles.
<u>Motor Vehicle:</u>	A motor vehicle as described in the Dutch Road Traffic Act 1994 (<i>Wegenverkeerswet 1994</i>).
<u>Booking period:</u>	The period indicated in advance by the User in his Reservation during which the Motor Vehicle is parked by the User, which is the period from the parking start date (including this date) to the indicated parking end date (including this date).

Artikel 2 Proof of Receipt and return

- 2.1 These General Terms and Conditions apply to the Proof of Receipt.
- 2.2 When handing in the Motor Vehicle and the key at the EVEA location, the User has to sign the Proof of Receipt. EANV reserves the right to make a copy of the User's identity document. By signing the Proof of Receipt, the User agrees to EANV taking custody of the Motor Vehicle and the accompanying key.
- 2.3 The Motor Vehicle and the key will be returned to the User after upon showing their copy of the Proof of Receipt and, at EANV's first request, their identity document.
- 2.4 If the User is unable to show his copy of the Proof of Receipt or his identity document, EANV will not allow him to take the Motor Vehicle, and the Royal Marechaussee of Eindhoven Airport will draw up a report.
- 2.5 Unless it is open, the return flight stated in the Proof of Receipt will be the deciding factor in getting the Motor Vehicle ready. To that end, EANV will use the arrival details of Eindhoven Airport. EANV strives to have the Motor Vehicle ready for the User as much as possible in advance, but the User may have to wait for their Motor Vehicle upon their return. EANV is not liable for any damage to the Motor Vehicle that arises after it is handed in. In addition, EANV is not liable for any loss suffered by the User due to delays.
- 2.6 In the event the User wants to change the Reservation in advance and therefore the Motor Vehicle has to get ready earlier or later than stated in the Reservation, the User must submit the change at the EVEA location on the spot. In that case, the User will be charged the daily rate (per day) increased by a surcharge of €50. Changes in the Reservation may result in a longer wait in connection with EANV getting the Motor Vehicle ready unnecessarily.
- 2.7 Cancellation of the Reservation must be made within a period of no later than 24 hours prior to the start date of the Reservation Period. In that case the parking fee shall be refunded to the User on his credit card or bank account, after deducting €10 administration costs.
- 2.8 In the event of cancellation or changing a Reservation contrary to the conditions set out in Article 2.7, no parking fees shall be refunded.
- 2.9 EANV reserves the right to refuse to hand over the Motor Vehicle if the User is obviously inebriated.

Artikel 3 Access; instructions for use

- 3.1 EANV is entitled to refuse any Motor Vehicle access to the EVEA Car Park if EANV deems this desirable, with due observance of the principles of reasonableness and fairness. The reasons for such refusal include knowledge or suspicion on the part of EANV that a Motor Vehicle is carrying explosives or other hazardous substances (with the exception of motor fuel in the fuel tank), or that, in view of its size and/or weight or items it is carrying, the Motor Vehicle may cause damage to its surroundings in the broadest sense.
- 3.2 If necessary in EANV's reasonable opinion, EANV may remove or arrange for the removal of Motor Vehicles from the EVEA Car Park, without this resulting in any liability on the part of EANV. The state of a Motor Vehicle may be a reason for EANV to remove or arrange for the removal of that Motor Vehicle.
- 3.3 Without the prior written permission of EANV, Motor Vehicles may not be parked in the EVEA Car Park for longer than 90 consecutive days.
- 3.4 If a Motor Vehicle has been parked in the EVEA Car Park for more than 90 days and, despite a written request or demand by EANV, the User refuses or – for whatever reason

– is unable to remove that Motor Vehicle, EANV is entitled to remove or arrange for the removal of the Motor Vehicle from the EVEA Car Park within 14 days of the request or demand and to store it elsewhere. All the costs incurred in doing this will be recovered from the User.

Artikel 4 Rates/surcharges and payment

- 4.1 The rates and any surcharges applied by EASY Valet Eindhoven Airport are listed on the Website. The minimum rate for Valet Eindhoven Airport is the rate for five (5) days.
- 4.2 Payment takes place in advance during the booking process for the Reservation via the Website. Any surcharges may be paid on the spot (EVEA location) by card payment.

Artikel 5 Complaints

The User can submit complaints about the custody of the Motor Vehicle at the EVEA location for up to 15 minutes after the Motor Vehicle is returned, provided that the User has not moved the Motor Vehicle from the location at which EANV returned the Motor Vehicle to the User. After the 15 minute time frame, any liability of EANV with regard to the Motor Vehicle lapses.

Artikel 6 Responsibilities of the User

- 6.1 The User is responsible for ensuring that all equipment (electronic equipment) is switched off. The User agrees to EANV employees making use of the equipment insofar as this is required for relocating the Motor Vehicle, as well as to those employees making changes that are required for the safe use of the Motor Vehicle, for example to the position of the chair and the mirror. If the User's Motor Vehicle does not start, EANV will take no measures to cause the Motor Vehicle to start, unless the User has provided prior written permission.
- 6.2 The User declares that there are no items in the Motor Vehicle, such as weapons, drugs, stolen items and animals. If EANV finds items in the Motor Vehicle that are forbidden or potentially dangerous, EANV will report this to the police.
- 6.3 For use of the EVEA location, the User will be asked to provide their name at the gate, and the registration number of their Motor Vehicle will have to correspond with the registration number stated in the Reservation.

Artikel 7 Liability

- 7.1 To the extent permitted by law, EANV 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 EANV. Pecuniary loss does not include any form of consequential loss. EANV's liability is in any case limited to a maximum sum of EUR 450,000 per event.
- 7.2 Leaving personal property in the Motor Vehicle is done at the User's own risk.
- 7.3 EANV is entitled to retain the Motor Vehicle at all times and to take appropriate measures for this purpose until all amounts payable by the User to EANV pursuant to this Proof of Receipt or on any other grounds have been paid.
- 7.4 A failure on the part of EANV cannot be attributed to it if it is due to force majeure. Such circumstances shall at least include work strikes, fire, government measures, service breakdowns or failures by third parties.

- 7.5 EANV will under no circumstances be liable if items as referred to in Article 6.2 are found in the Motor Vehicle. In such case, the User will compensate EANV in full.

Artikel 8 Conditions for use of personal data

- 8.1 EANV will process the personal data entered by the User under "My information" on the Website, the registration number and data on transactions via the Website. EANV complies with the statutory regulations laid down in the EU General Data Protection Regulation.
- 8.2 The User's data is saved in a customer file and is used to finalise the booking, including payment and customer service. In addition, EANV may use the data to analyse the User's surfing and clicking behaviour and transactions, and to compile customer profiles based on this information. EANV uses these profiles to perfect the range of products and services on the Website and to create special offers tailored to the User based on EANV's full range of products and services.
- 8.3 If the User objects to the collection and analysis of their data for the benefit of tailored offers from EANV, they can indicate this by sending an email to info@eindhovenairport.nl. The User may also use this email address if they should wish to remove their data from EANV's files, or to make the required changes if it concerns the details referred to in Article 8.5.
- 8.4 The User can store their personal data in a database using a special login module under the "my reservation" option on the Website, so there is no need to re-enter this data when making subsequent bookings.
- 8.5 The User can edit the stored personal data at any time by using this special login module under the "my reservation" option on the Website.
- 8.6 EANV has outsourced the processing of the Users' credit card transactions to Ingenica e-Commerce Solutions B.V. (herein after: "Ingenico"). Therefore, EANV may make the personal data of the User that is required to process the credit card transactions available to Ingenico. Ingenico, in its capacity as processor, shall process this data on behalf of EANV for the sole purpose of completing credit card transactions. Ingenico 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 Ingenico, rather than that of EANV, in connection with the above.

Artikel 9 Final provisions

- 9.1 These conditions are governed by Dutch law.
- 9.2 Any disputes that may arise in connection with this agreement will be resolved by the competent court in the District of Oost-Brabant, unless the parties agree otherwise in writing.
- 9.3 Changes in the Proof of Receipt may only be agreed upon between parties in writing.
- 9.4 These terms and conditions are subject to the rules of Book 7, Title 9 of the Dutch Civil Code, insofar as these terms and conditions and/or the Proof of Receipt do not derogate from it.
- 9.5 EANV reserves the right to amend these terms and conditions. The most up-to-date terms and conditions will be published on the Website.

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