

## GENERAL TERMS AND CONDITIONS

### for online bookings of

### Easy Parking at Vienna Airport

Flughafen Wien Aktiengesellschaft

Postfach 1

1300 Wien-Flughafen

#### 1. General

The following General Terms and Conditions for Easy Parking (hereinafter referred to as “**GTC**”) and the parking conditions displayed in the parking areas in the respective current version are part of the parking contract. They apply for the conclusion of the parking contract and for the conduct in the garages or in the parking areas (hereinafter referred to as “**Parking area**”).

Upon conclusion of the parking contract (see section 2.), the customer (hereinafter referred to as “**User**”) shall accept and undertake to comply with the following conditions.

#### 2. Contract conclusion

- 2.1. Easy Parking can be booked up to 12 hours before the planned start of parking.
- 2.2. The provision of the online booking system is not connected with a legally binding offer from Flughafen Wien AG (hereinafter referred to as “**FWAG**”), but merely a non-binding invitation to the User to make an offer to conclude a parking contract pursuant to the following GTC.
- 2.3. By pressing the function button “**Order now!**”, the User makes a binding and irrevocable offer to conclude a parking contract.
- 2.4. This offer is accepted by FWAG sending a booking confirmation. This shall be sent electronically directly after the offer is made. Thus, the contract shall become effective.
- 2.5. Upon conclusion of the parking contract, the FWAG shall undertake to accept the User’s car at the location specified in the booking confirmation, to take the User’s car to the parking area specified in the booking confirmation and to make this parking area available to the User for its intended use and for the parking period specified and defined in the booking confirmation. However, the User shall have no claim whatsoever to the provision of a certain parking space in the parking area agreed in the booking confirmation.
- 2.6. The customer shall undertake to pay the parking charges specified in the booking confirmation.
- 2.7. The maximum permissible use period is max. 30 days.
- 2.8. The subsequent amendment of the booking is not possible.

- 2.9.** Bookings cannot be combined together (e.g. with special offers), and only one booking is possible per parking process.
- 2.10.** Promotion codes, which are awarded in connection with promotions, must be entered in the promotion code field when booking (the corresponding offers will be displayed).
- 2.11.** The booking confirmation shall be deemed as a low-value invoice for bookings up to EUR 400 (incl. VAT) (pursuant to § 11 (6) of the VAT Act (UStG)).

### **3. Subject of the contract**

The subject of the contract is exclusively and definitively the remunerated provision of a parking space pursuant to the booking confirmation including acceptance of the car at the location specified in the booking confirmation, the taking of the car to the parking area pursuant to the booking confirmation and the storage of the car keys. In particular, the storage, supervision and monitoring of the parked car or the provision of insurance protection do not form the subject of the contract. This shall also apply in the event that FWAG personnel are present in the parking area or if the parking area is under video surveillance.

### **4. Fee and parking charge**

The fee including the parking charge shall be immediately payable by credit card for online bookings. The amount is identifiable with "Flughafen Wien AG, Wien" as the reason for payment on the User's credit card statement. The prices which are displayed for the booking shall only be valid for pre-booking using the FWAG online booking system and they shall only apply for the booked period.

### **5. Cancellation / Withdrawal**

The cancellation of the booking or withdrawal from the contract is possible under the following conditions.

The withdrawal from the contract is possible free of charge within 14 days from the contract conclusion date pursuant to section 2.3, the contract conclusion date does not count in this respect.

Cancellation costs:

- a) 0 % of the fee paid up to 24 hours before the start of parking, free cancellation is no longer possible thereafter; a processing fee of EUR 5.00 shall be charged;
- b) 80 % of the fee paid within 24 hours before the start of parking.

The cancellation conditions pursuant to section 5 a) and b) exclude special offers if this is expressly stated.

In the event of withdrawal or cancellation, the customer will be credited the fee paid minus the costs incurred pursuant to section 5 a) and b) by the same means in which the payment was made.

## **6. Acceptance of the car**

The User must show the valid booking confirmation to the FWAG employees at the handover location specified in the booking confirmation and hand over the registration form including the car keys. The User shall receive a copy of the registration form. The car will then be taken by the FWAG employees to the parking area specified in the booking confirmation.

## **7. Collection of the car and exiting the parking area**

The User shall receive the keys to the car and an exit ticket at the car park cash desk upon presentation of the booking confirmation and valid photographic identification of the User. The User must collect the car from the parking space specified at the car park cash desk.

Once the parking ticket has been inserted in the exit barrier and removed again, the barrier will open. The exit barrier will recognise the parking ticket until the end of the booking period.

Additional payments at the pay stations or with authorised cash desk personnel can only be made if the parking period exceeds the booked time period. The price for an additional parking period shall be calculated based on the issued parking rates. An additional payment can be made by credit card at the exit barrier. By pressing the receipt button, you will receive a receipt.

There will be no reimbursement upon exit prior to the end of the booked time period.

### **7.1. Additional user fee**

If the User does not remove the car from the parking area after expiry of the parking period agreed in the booking confirmation, an additional user fee pursuant to the issued parking rates shall be payable for the time period exceeding the booked time period. This additional user fee shall be payable before removing the car.

## **8. Liability**

### **8.1. Liability of the FWAG**

The FWAG shall not be liable in any way for the conduct of third parties, or for theft, burglary, damage, etc., regardless of whether such third parties are authorised or unauthorised to stop in the parking area. The FWAG shall only be liable for property damage, which is caused by a system operating failure, and for other property damage if it is caused by the FWAG or its agents deliberately or through gross negligence.

Furthermore, the FWAG shall not be liable for damage directly or indirectly due to force majeure, especially due to natural phenomena.

## **8.2. Notification obligation of the User**

The User shall undertake to notify the FWAG personnel, which are responsible for the parking area and are to be called if necessary in case of emergency, of any damage to the delivered and parked car before leaving the parking area, and give them the opportunity to inspect the car.

In case of non-obvious damage, the written notification must be sent within 14 (fourteen) days of discovering the damage to

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## **8.3. Limitation periods**

Should the User culpably not fulfil the notification obligation specified in section 6.2. or not within the specified periods, any claims for damages by the User against the FWAG shall expire. This exclusion of liability shall not apply if the User suffered a personal injury or the FWAG caused the damage through gross negligence or deliberately.

## **8.4. Liability of the User**

The User shall be liable for all damage culpably caused to the FWAG or third parties by itself, its employees, its representatives or its assistants. Furthermore, it shall be liable for the soiling of the parking area.

## **9. Contract termination**

### **9.1. Contract term**

The contract shall end upon expiry of the parking period.

### **9.2. Obligations on termination of the contract**

The User shall undertake to immediately remove the parked car from the parking area after the termination of the contract. If the User does not fulfil its obligation within 6 (six) weeks, the FWAG shall be entitled to have the User's car removed from the parking area by a towing service. In this case, the User shall bear the removal costs.

In case of a violation against the parking conditions, particularly in the event of soiling or other unlawful interference with use of property, the FWAG shall be entitled to have the User's car towed at the User's expense.

### **9.3. Imminent danger**

In cases of imminent danger, the FWAG shall also be entitled to remove the User's car from the parking area.

## **10. Final provisions**

### **10.1. Place of jurisdiction; Applicable law**

The place of performance is Vienna. The local competent court for 1010 Vienna (Innere Stadt), Austria, is agreed as the exclusive place of jurisdiction.

Austrian law shall apply exclusively for all legal disputes arising from or in connection with the parking space user contract including these General Terms and Conditions and the parking conditions, excluding all conflict rules, the UN Sales Convention and the Rome I Regulation.

### **10.2. Severability clause**

Should one of the provisions be invalid, this shall not affect the validity of all other provisions in these General Terms and Conditions for Online Parking. A possible invalid provision must be replaced with a valid provision, which comes as close as possible to the economical purpose of the original provision.

### **10.3. Translations**

These General Terms and Conditions were established in the German language, which is binding for all matters in connection with the General Terms and Conditions. Any version of these General Terms and Conditions in another language should merely serve for ease of comprehension and not have legal effect. For the sake of clarification, it should be noted that the German-language version of these General Terms and Conditions takes precedence over any other language version of these General Terms and Conditions.