

GENERAL TERMS AND CONDITIONS

for the use of

Easy Parking on-site 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 & Subject of the contract

- 2.1.** By signing the registration form on-site at Vienna Airport, a parking contract shall be concluded between the User and Flughafen Wien AG (hereinafter referred to as “**FWAG**”) pursuant to these GTC.
- 2.2.** Upon conclusion of the parking contract, the FWAG shall undertake to accept the User’s car, to take the User’s car to the parking area specified in the acceptance confirmation, to make this parking area available to the User for its intended use and for the parking period (use period) against payment of the parking charges pursuant to the issued parking rates and to store the car keys. 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.
- 2.3.** 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.
- 2.4.** The customer shall undertake to pay the parking charges specified in the acceptance confirmation as well as the fee for the Easy Parking service. The fee including the parking charge shall be payable upon collection of the car at the cash desk in car park 4.
- 2.5.** The maximum permissible use period is max. 30 days.

3. 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 a copy of the registration form and valid photographic identification of the User and after payment of the fee and the parking charge. 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.

4. Liability

4.1. 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.

4.2. 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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4.3. 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.

4.4. 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.

5. Contract termination

5.1. Contract term

The contract shall end upon expiry of the parking period.

5.2. 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.

5.3. Imminent danger

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

6. Final provisions

6.1. 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.

6.2. 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. 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.

6.3. 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.