

GENERAL TERMS AND CONDITIONS for Online Parking at Vienna Airport

Flughafen Wien Aktiengesellschaft
Postfach 1
1300 Wien-Flughafen

1. General

These General Terms and Conditions for Online Parking (hereinafter referred to as “**Terms**”) and the parking regulations as most recently amended are part of the Car Park Utilisation Agreement. They shall apply for the establishment of the Car Park Utilisation Agreement and for conduct within the multi-storey and outdoor car parks (hereinafter referred to as “**parking area**”). By concluding the Car Park Utilisation Agreement (see Paragraph 2), the customer (hereinafter referred to as “**User**”) recognises the terms and conditions and undertakes to abide by them.

2. Conclusion of Agreement

- 2.1. Parking spaces may be booked up to 12 hours before the planned start of parking.
- 2.2. The provision of the online booking system is not a legally binding offer by Flughafen Wien AG (hereinafter referred to as “**FWAG**”) but merely a non-binding invitation to User to submit an application for conclusion of a Car Park Utilisation Agreement in accordance with the following Terms.
- 2.3. By pressing the function button “**make payment**” User makes a binding and irrevocable application to conclude a Car Park Utilisation Agreement.
- 2.4. This application shall be deemed to have been accepted through the provision of a booking confirmation by FWAG, which occurs electronically immediately after submission of the application, thereby validating the Agreement.
- 2.5. By concluding the Car Park Utilisation Agreement, FWAG undertakes to make available to User the parking area indicated in the booking confirmation for the period of utilisation indicated and defined in the booking confirmation against payment of the parking fee indicated in the booking confirmation. The customer (User) shall have no further entitlement of any kind to the provision of a specific parking space in the parking area agreed in the booking confirmation.
- 2.6. The maximum period of utilisation shall be 30 days.

- 2.7. A subsequent change in booking is not possible.
- 2.8. Bookings may not be combined with each other (e.g. with special offers); only one booking is possible per parking time.
- 2.9. Promotion codes that are distributed in conjunction with promotions must be entered in the promotion code field when booking (the corresponding offers will be shown).
- 2.10. For bookings up to EUR 400 (incl. VAT), the booking confirmation is considered a low-value invoice (according to § 11 par. 6. UStG).

3. Object

Object of the Agreement is exclusively and conclusively the provision for a fee of a parking space in accordance with the booking confirmation. The monitoring, guarding or safekeeping of the parked vehicle or the granting of insurance cover are not the object of the Agreement. This shall apply even if FWAG personnel are present in the parking area or if the parking area is monitored by close-circuit television.

4. Parking Fees

The parking fee shall be due for payment by credit card immediately on booking. The amount will be shown on User's credit card statement with "Flughafen Wien AG, Wien" as purpose. The prices shown on the booking are valid only for advance booking through the FWAG online booking system and exclusively for the period booked.

5. Withdrawal / cancellation

The Agreement may be cancelled in principle under the following conditions.

Withdrawal from the Agreement within 14 days of the conclusion under Paragraph 2.3 not counting the day on which the Agreement was concluded is possible without charge.

Charges for cancellation:

- a) Within 14 days of concluding the contract in accordance with point 2.3 (the day the contract is concluded does not count in the 14 days): Free
- b) 20% of the payment made up to 24 hours before the start of the parking period; afterward it is not possible to cancel.

Where explicitly specified, the cancellations terms under Paragraph 5 b) shall not apply to special offers.

In the event of withdrawal or cancellation, Customer shall be credited with fees already paid minus the charges under Paragraph 5 a) to b) in the same way as payment was made.

5.1. Entrance

User should hold the barcode printed on the booking confirmation against the barcode reader at the entrance, causing a parking ticket to be printed. When entering the parking area within the booked time (or maximum 2 hours before) using the barcode, the online booking is recognised automatically, a parking ticket is issued, and the barrier opens.

User must pull out a parking ticket only if the barcode cannot be read.

If User pulls out a parking ticket by mistake without the barcode being read, he/she must leave the parking area immediately and enter again using the barcode. (Vehicles may leave the parking area within 10 minutes without charge.) As far as FWAG is concerned, the holder of the parking ticket is entitled to occupy a free parking space. FWAG is entitled but not obliged to verify this entitlement.

The booking confirmation is valid only for entering and exiting the car park one time.

5.2. Exit

After introducing and removing the ticket at the exit, the barrier opens. The parking ticket is recognised at the exit until the end of the booking period.

Additional payment at the machine or authorised pay desk is required only if the parking time exceeds the booked time. The charge for the additional parking time is calculated on the basis of the displayed parking rates. Payment can also be made by credit card at the exit and a receipt issued by pressing the receipt button.

No refund is given if you exit before the end of the booked period.

5.3. Additional charges

If User does not remove his/her vehicle from the parking area at the end of the period agreed in the booking confirmation, an additional charge on the basis of the displayed parking rates shall be payable for the additional time before the vehicle is removed.

6. Liability

6.1. Liability of FWAG

FWAG shall not be liable in any way for the actions of third parties, including theft, forced entry or damage, regardless of whether the third parties were authorised or not to be in the parking area. It shall be liable for material damage caused by a system breakdown and for other material damage only if caused deliberately or through gross negligence by FWAG or its agents.

FWAG shall not be liable for damage caused directly or indirectly by force majeure, in particular by natural events.

6.2. User's reporting obligation

User shall report damage to the parked vehicle to the FWAG personnel responsible for the parking area, by emergency call if necessary, before leaving the parking area so as to give them the opportunity to inspect the vehicle.

In the event of hidden damage, the report is to be made within 14 (fourteen) days of discovery to

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6.3. Limitation period

Should User fail at his/her own fault to comply with the reporting obligation under Paragraph 4.2 at all or within the specified period, all claims for damages against FWAG shall lapse. This limitation period shall not apply if User has suffered personal injury or if FWAG has caused the damage deliberately or through gross negligence.

6.4. User's liability

User shall be liable for all damage caused to FWAG or third parties by itself, its employees, agents or attendants at their fault. It shall also be liable for soiling the parking area.

7. Termination of the Agreement

7.1. Duration of Agreement

The Agreement shall end on expiry of the parking period.

7.2. Obligations on termination of the Agreement

On termination of the Agreement, User shall remove the parked vehicle from the parking area without delay. Should it fail to do so within 6 (six) weeks, FWAG shall be entitled to have User's vehicle towed away from the parking area at User's expense.

In the event of violation of the parking conditions, in particular through contamination or other civil nuisance, FWAG shall be entitled to have User's vehicle towed away at User's expense.

7.3. Imminent danger

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

8. Closing provisions

8.1. Place of jurisdiction; applicable law

Place of fulfilment shall be Vienna. Exclusive place of jurisdiction shall be the court with material jurisdiction for 1010 Vienna (Innere Stadt), Austria.

All disputes arising out of or in connection with this Car Park Utilisation Agreement including these General Terms and Conditions shall be settled exclusively in accordance with Austrian law without regard for the conflict of law doctrine or the UN Convention on Contracts for the International Sale of Goods or the Rome I Regulation.

8.2. Escape clause

Should one of the provisions be invalid, the validity of all other provisions of these General Terms and Conditions for Online Parking shall remain unaffected. The invalid provision is to be replaced by an admissible one that most closely corresponds to the economic purpose of the original regulation.

8.3. Translations

These General Terms and Conditions are written in German, which is binding for all matters in connection with them. Every version of these General Terms and Conditions in another language is intended merely for ease of understanding and has no legal validity. Specifically, the German version of these General Terms and Conditions shall have priority over any other language version.