

GENERAL TERMS AND CONDITIONS OF SERVICE

for online parking at Vienna International Airport

Flughafen Wien Aktiengesellschaft
Postfach 1
1300 Wien-Flughafen

1. General

- 1.1. The following terms and conditions of service for online parking (abbreviated hereinafter as “GTC”) as well as the parking regulations in the current valid version are part of the parking space usage contract. They apply to the conclusion of the parking space usage contract as well as to conduct in the garages and the car parks (hereinafter abbreviated as “**parking area**”).
- 1.2. With the conclusion of the parking space usage contract (see point 2), the customer (hereinafter “**user**”) acknowledges the terms and conditions below and undertakes to comply with them.

2. Contract conclusion

- 2.1. It is usually possible to book a normal parking space up to 4 hours before the planned start of parking. Premium products (p.e. Easy Parking or car wash) may have longer lead times.
- 2.2. The provision of the online booking system does not represent a legally binding offer from Flughafen Wien AG (hereinafter “**FWAG**”) but merely a non-binding request to the user to make an offer to conclude a parking space usage contract in accordance with the following GTC.
- 2.3. By clicking the function button “**Order with obligation to pay**”, the user makes a binding offer to conclude a parking space usage contract.
- 2.4. The acceptance of this offer is made by the transmission of a booking confirmation by FWAG. It will be transmitted electronically immediately after submission of the offer. The parking space usage contract has been concluded effectively at that time.
- 2.5. Upon conclusion of the parking space usage contract, FWAG undertakes to allow the user the use of the parking area specified in the booking confirmation for the period specified in the booking confirmation (period of use) against payment of the parking fee (usage fee) specified in the booking confirmation. However, the customer (user) has no claim of whatever kind to the provision of a specific parking space in the parking area agreed in the booking confirmation.

- 2.6. The longest permitted period of use is a maximum of 30 days.
- 2.7. A subsequent change to the booking is not possible.
- 2.8. Bookings cannot be combined (e.g. with special offers); only one booking is possible per parking process.
- 2.9. Promotional codes, which are awarded in connection with advertising promotions, must be entered in the **coupon code** field during the booking process at our booking engine on <https://parking.viennaairport.com> (the corresponding offers are afterwards displayed).

3. Subject of the contract

- 3.1. The subject of the contract is exclusively and finally the paid use of a parking space in accordance with the booking confirmation. Custody, guarding or monitoring of the parked vehicle or the granting of insurance cover are in particular not the subject of the contract. This also applies in the event that FWAG personnel is present in the parking area or the parking area is monitored by video surveillance.

4. Parking fees

- 4.1. The parking fee is payable by credit card immediately upon booking. The amount can be seen on the user's credit card bill with the purpose "Flughafen Wien AG, Vienna". The prices that are displayed at the time of booking are valid only if booked in advance via FWAG's online booking system and are valid for the booked period only.

5. Withdrawal & cancellation

- 5.1. The user is entitled to withdraw from the parking space usage contract within 14 days without giving a reason and free of charge.
- 5.2. The 14-day withdrawal period according to point 5.1. begins on the day of the conclusion of the contract in accordance with point 2.4. In order to meet the deadline, it is sufficient for the user to send a clear declaration to FWAG before the deadline, stating that the user is withdrawing from the parking space usage contract. For this purpose, the user may use the withdrawal form template in Annex 1 in accordance with the Distance and Fare Transactions Act (Fern- und Auswärtsgeschäfte-Gesetz; abbreviated hereinafter as "**FAGG**"), but it is not required. The form must be properly completed and signed.
- 5.3. The user may also exercise their right of withdrawal by using the electronic withdrawal function of the booking platform in due time via the hyperlinks shown in the booking confirmation.
- 5.4. Upon exercise of the right of withdrawal within the 14-day period according to point 5.1., FWAG shall refund all payments FWAG has received from the user within 14 days from the day on which the declaration of the exercise of the right of withdrawal has been received by FWAG.

5.5. For the refund of the payment made by the user, the same means of payment used by the user in the original transaction will be used unless otherwise expressly agreed with the user.

5.6. The user will not be charged any processing fees for the refund within the 14-day period.

5.7. After the 14-day deadline, free cancellation of the contract is possible up to 3 hours before the booked entry time. After this time, the fee already paid by the user will no longer be reimbursed.

6. Entering

6.1. The user should hold the QR code printed on the booking confirmation against the QR code 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 QR code, 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 QR code cannot be read.

6.2. If user pulls out a parking ticket by mistake without the QR code being read, he/she must leave the parking area immediately and enter again using the QR code. (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.

6.3. The booking confirmation is only valid entering and exiting the car park once.

7. Exiting

7.1. 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.

7.2. There will be no refund if the user exits before the end of the booked period.

7.3. Additional usage fee

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.

8. Liability

8.1. 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.

8.2. Liability of the user

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.

8.3. Notification obligations of the user

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:

**Flughafen Wien Aktiengesellschaft
Postfach 1
1300 Wien-Flughafen**

8.4. Limitation period

Should User fail at his/her own fault to comply with the reporting obligation under Paragraph 8.3 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.

9. Contract termination

9.1. Contract duration

The Agreement shall end on expiry of the parking period.

9.2. Obligations upon termination of the contract

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.

9.3. Imminent danger

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

10. Closing provisions

10.1. 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.

10.2. 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.

10.3. 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.

10.4. Data protection

Flughafen Wien Aktiengesellschaft takes data protection very seriously. The data processing and use is in accordance with the EU General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DSG). You can find more information about the use of your data here: <https://www.viennaairport.com/datenschutz>

Annex 1: Withdrawal form template (according to Annex IB to the FAGG)

(If would like to withdraw from the contract, please fill out this form and send it back) to:

Flughafen Wien Aktiengesellschaft
Postfach 1
1300 Wien-Flughafen
Email: parking@viennaairport.com

I, _____ (name), hereby withdraw from the contract concluded by me / by _____ (name of the booking person) (*) for the provision of the following service:

use of a car park at Vienna Airport

Booked on: _____

Name of the user(s): _____

Address of the user(s): _____

Signature of the user(s) (only when notification is provided on paper):

Date: _____

(*) Delete as appropriate.