

1. Definitions

Subscription:

An agreement concluded between Interparking, as owner, operator or manager of the Parking Facility, and the Subscription Holder, in accordance with the conditions described in clause 3 of these Terms and Conditions, entailing a subscription to park a Motor Vehicle in the Parking Facility during an agreed period of time ('parking agreement').

Subscription Holder:

A person who holds a Subscription.

Subscription Fee:

The amount agreed on in the Subscription that the Subscription Holder owes for his/her subscription right and the use of the Parking Facility.

Interparking:

Interparking Nederland B.V., or its subsidiary Parking & Protection B.V., both with registered office at Kruisplein 25 E, Rotterdam (3014 DB), in the capacity of owner, operator or manager of the Parking Facility.

Motor Vehicle:

Motor Vehicle as defined in the Road Traffic Act 1994.

Parking Facility:

The parking facility or car park which is intended for the parking of Motor Vehicles, with related sites and spaces.

Access Pass:

The item designated by Interparking, such as a parking ticket or key, which gives the Subscription Holder access to the Parking Facility and which Interparking can use to determine the time of entry into and exit from the Parking Facility.

Terms and Conditions:

These general terms and conditions for a Subscription.

Website:

The internet website operated by Interparking or a third party via which a Subscription is taken out and where information is available on the particular Parking Facility.

2. Applicable Terms and Conditions

- 2.1. These Terms and Conditions apply to every Subscription concluded between Interparking and a Subscription Holder. The access to the Parking Facility is granted exclusively subject to these Terms and Conditions.
- 2.2. These Terms and Conditions are valid from 1 December 2017 and replace all previous general terms and conditions relating to Subscriptions.

3. Subscription, term, cancellation

- 3.1. A Subscription between Interparking and the Subscription Holder is concluded via the Website. Interparking sends a confirmation of the agreement to the Subscription Holder by email. A random space in the Parking Facility is made available to the Subscription Holder.
- 3.2. The Subscription Holder can revoke a Subscription within fourteen calendar days of concluding it without having to give any reason. Revocation is not subject to any prescribed form and takes place by an unambiguous statement to this effect from the Subscription Holder to Interparking, for instance by telephone or email.
- 3.3. At the Subscription Holder's explicit request, Interparking will already start performing its services during the statutory reflection period of 14 calendar days. If the Subscription Holder exercises its right of revocation during this statutory reflection period, he/she will owe Interparking a proportionate part of the Subscription Fee.
- 3.4. The Subscription is regarded as having been entered into for the term stated in the agreement, after which it is tacitly renewed, each time for the same term for which the Subscription was initially taken out, unless agreed otherwise.

- 3.5. Either party is entitled to cancel the Subscription with due observance of a notice period of 1 calendar month before the subscription period agreed on in the Subscription expires, unless the parties agree otherwise. Cancellation must take place in writing, by email (abo@interparking.nl) or using the cancellation form.
- 3.6. When the Subscription is entered into, Interparking will provide the Subscription Holder with a number of documents that are needed in order to allow him/her to use the particular Parking Facility (including the Access Pass). The aforementioned documents remain the property of Interparking. If (one of) these documents become(s) lost or mislaid, the Subscription Holder is required to report this to Interparking. The Subscription Holder owes a fee equal to the security deposit for Interparking's issue of new documents, unless the Subscription Holder demonstrates that he/she cannot be blamed in any way.
- 3.7. All documents that Interparking has provided to the Subscription Holder must be handed in no later than on the last day of the Subscription. If the Subscription Holder remains in default of this, he/she owes a fine of EUR 25 per day for every item that has not been handed in, up to a maximum of EUR 2,000, without any further notice of default being required. The foregoing does not apply if the Subscription Holder has notified Interparking in writing that the documents have been lost or mislaid. In that case, the Subscription Holder owes a fee as described in clause 3.6.

4. Subscription Fee, tariff (rate) changes, security deposit

- 4.1. The Subscription Holder owes the Subscription Fee for the term of the Subscription. The Subscription Fee must be paid in advance and, in the event of a monthly or yearly subscription, must be paid monthly no later than before or on the first day of the particular month (the payment for the first period may be for part of a month). In the event of a quarterly subscription, payment must take place per calendar quarter no later than before or on the first day of the particular quarter (the payment for the first period may be for part of a quarter). All amounts in the Subscription are cited excluding VAT, unless stated otherwise.
- 4.2. In the event of a proposed tariff change, the Subscription Holder will receive written notice from Interparking about the proposed tariff increases at least 1 calendar month before the effect date. Interparking is free to adjust the tariff, even if the Subscription started only recently. If the Subscription Holder does not wish to agree to a tariff increase, he/she can terminate the agreement in writing within 2 weeks of Interparking notifying him/her of the tariff increase and with effect from the date on which the announced tariff increase takes effect.
- 4.3. When concluding the Subscription, the Subscription Holder owes a security deposit to be agreed on. No interest is paid on this security deposit. The security deposit will be refunded to the Subscription Holder upon termination of the Subscription if the documents for the subscription have been handed in to Interparking and the Subscription Holder no longer owes anything to Interparking arising from the Subscription concluded between the parties.

5. Non-payment

- 5.1. If the Subscription Holder fails to pay the Subscription Fee or other monies arising from the Subscription for at least 30 days after the payment term expires, Interparking has the right to refuse the Subscription Holder entry to the Parking Facility until the date of payment in full, without prejudice to Interparking's other rights arising from the non-payment.
- 5.2. If the Subscription Holder remains negligent in paying the Subscription Fee owed on the agreed due date, the Subscription Holder will owe a fine of 1% of the overdue Subscription Fee per month or part of a month that the Subscription Holder is in default of paying the Subscription Fee, without any reminder or notice of default being necessary and without prejudice to Interparking's other rights arising from this non-payment.
- 5.3. If collection measures are necessary because of the Subscription Holder's non-payment, the extrajudicial collection measures will be set in advance between the parties at 15% of the unpaid principal, but at least at €250. Payments made by the Subscription Holder after a demand or summons will in the first place be applied to the aforementioned costs, even if the Subscription Holder states otherwise upon payment.

6. Access to Parking Facility

- 6.1. The Subscription Holder is only authorised to enter the Parking Facility with his/her Motor Vehicle if the Subscription Holder is in possession of a valid Access Pass provided to the Subscription Holder by Interparking when the Subscription was taken out.
- 6.2. The Subscription Holder may use the parking space exclusively to park a Motor Vehicle.
- 6.3. The Subscription Holder may only drive into or out of the Parking Facility during the opening hours specified at the Parking Facility and/or on the Website or at times to be further agreed on.
- 6.4. Only Motor Vehicles without trailers and having a maximum length of 5.00 m may be parked in the Parking Facility. Motor Vehicles may not exceed the height indicated at the entrance to the Parking Facility. A speed limit of 10 km per hour applies in the Parking Facility.
- 6.5. Interparking has the right to refuse entry to a Subscription Holder driving a specific Motor Vehicle if Interparking deems this desirable taking into account the principles of reasonableness and fairness. This kind of refusal will primarily occur if Interparking knows or suspects that the Motor Vehicle will cause damage to the environment, in the broadest sense.

7. Regulations for Use

- 7.1. The Subscription Holder enters and uses the Parking Facility at his/her own risk. The Subscription Holder must at all times exercise due caution, especially in relation to the ceiling clearance of the Parking Facility outside the driving lanes. The Subscription Holder is required to follow instructions from Interparking and its designated personnel.
- 7.2. While on the site of the Parking Facility, the Subscription Holder must adhere to the stipulations of the Road Traffic Act, the further regulations stipulated pursuant to this law, the Road Traffic and Traffic Signals Regulations and the appendices to these, as well as any further rules pursuant to company regulations.
- 7.3. The following is prohibited:
- using the Parking Facility for purposes other than parking;
 - offering, selling, hiring out or handing out goods or services in, on or near the Parking Facility;
 - bringing or having explosive, flammable or otherwise hazardous and/or harmful substances in the Parking Facility, with the exception of motor fuels in the Motor Vehicle's fuel reservoir;
 - advertising on or at the Parking Facility;

- performing repairs to the Motor Vehicle or performing other work or having such repairs or work performed in the Parking Facility, unless explicit permission for this has been granted by or on behalf of Interparking;
- remaining in the Motor Vehicle longer than necessary in order to park the particular Motor Vehicle.

- 7.4. Interparking has the right, if Interparking deems this necessary, to move Motor Vehicles within the Parking Facility and/or remove any Motor Vehicle from the Parking Facility (or have it removed), without this resulting in any liability on the part of Interparking. Interparking will observe reasonableness and due care in assessing the need to move or remove a vehicle.
- 7.5. If the Parking Facility has electrical charging facilities for Motor Vehicles, the Subscription Holder can avail of this service, if available, and if he/she has a Motor Vehicle suitable for this and a suitable related charging card. Interparking in no way guarantees the availability or usability of such a charging station. Interparking is never liable for any damage resulting from the use of the charging station.

8. Non-compliance

- 8.1. If the Subscription Holder fails to comply with any obligation which he/she has pursuant to the law, local by-laws, regulations and customs, the Subscription concluded with him/her or these Terms and Conditions, the Subscription Holder is required to compensate Interparking for all damage suffered and to be suffered by Interparking as the result of this attributable failure.
- 8.2. If Interparking is forced to issue the Subscription Holder a demand, a notice of default or other writ or in the event of necessary proceedings against the Subscription Holder, the Subscription Holder is required to compensate Interparking for all the costs incurred for this, including the costs of legal assistance, both at law and otherwise, in accordance with the applicable statutory rules concerning this, unless there was no justification for the starting of proceedings.
- 8.3. Interparking is at all times entitled to keep the Motor Vehicle in its possession and suspend the obligation to release it as long as everything it has to claim from the Subscription Holder, either on grounds of the Subscription or on other grounds, has not been paid.
- 8.4. If the Subscription Holder has left a Motor Vehicle in the Parking Facility and despite a written request or demand from Interparking refuses to remove this Motor Vehicle, Interparking will be able to have the Motor Vehicle removed from the Parking Facility within 14 days after demand. If the Subscription Holder has not collected the Motor Vehicle within 3 months, Interparking has the right to sell or destroy the Motor Vehicle. In that case, Interparking is only required to compensate the Subscription Holder the sales proceeds less the Subscription Fee and fine owed and the Subscription Holder's costs in connection with the removal and temporary storage of the Motor Vehicle. If the Subscription Fee and fine owed and Interparking's costs are higher than the proceeds received for the Motor Vehicle, the Subscription Holder must pay all these costs to Interparking.

9. Liability

- 9.1. The Subscription does not include any surveillance. Interparking excludes any liability for damage, theft, loss to/of the parked Motor Vehicle and other property of the Subscription Holder or passengers of his/her Motor Vehicle, as well as in relation to physical injury caused directly or indirectly by or as a result of the use of the Parking Facility, unless the Subscription Holder can demonstrate that there was intent or gross negligence on the part of Interparking.
- 9.2. Interparking is not required to compensate any damage if there is a situation of force majeure. Force majeure is in any event understood to be a circumstance independent of the will of Interparking as a result of which the Subscription Holder cannot reasonably expect Interparking to comply with its obligations under the Subscription. This in any event includes work strikes,

fire, government measures, business interruption as well as failure in compliance by third parties.

- 9.3. The Subscription Holder is liable for all damage caused by him/her.

10. Privacy, personal data

- 10.1. Interparking is responsible for ensuring that it processes the Subscription Holder's personal data in accordance with the General Data Protection Regulation and related laws and regulations. The Website clearly states what personal data are processed by Interparking and what safeguards it observes in that context.

11. Other stipulations

- 11.1. The Subscription Holder is not permitted to transfer the Subscription to third parties without prior written permission from Interparking or to allow third parties to exercise his/her rights under the Subscription.
- 11.2. To the extent agreements have not been confirmed in writing by an authorised representative from Interparking, agreements made by employees without the authority to represent Interparking do not bind Interparking.
- 11.3. Interparking has the right to amend these Terms and Conditions. Changes will take effect four weeks after the announcement or at a later date as stated in the announcement. The Subscription Holder may, in case he disagrees with the changes, terminate the Subscription with due observance of a notice period of two weeks in writing or by e-mail (abo@interparking.nl).
- 11.4. To the extent any clause is void, voidable or not applicable, this clause must be converted into a clause that does justice as much as possible to the purport of the void, voidable or inapplicable clause.
- 11.5. Dutch law applies to this agreement. The competent court is the court in Rotterdam.
- 11.6. All written notices, including demands, arising under or in connection with the Subscription or these Terms and Conditions must be sent to Interparking.
- 11.7. To the extent the Subscription Holder is a natural person who is not acting in the practice of a profession or operation of a business, clauses 3.4 (second part phrase), 3.5 (first sentence), 3.7 (second sentence), 5.3 (first sentence), 7.5 (last sentence), 8.2, 8.4, 9.1, 9.2, 11.4 and 11.5 do not apply and the relevant scheme from the Dutch Civil Code applies instead.