

## General terms and conditions for using Groot Handelsgebouw car parks Version February 2019

Access to the Car Park is granted exclusively subject to the following terms and conditions, which are deemed to be part of every parking agreement that is made between Groothandelsgebouwen Parking BV (hereinafter referred to as "GHG"), the Proprietor of the Car Park, and the Car Park User.

### Article 1.

The following definitions apply in these General Terms and Conditions:

#### Car Park:

The multi-storey car park with associated premises and rooms plus the recharging points that are present for recharging electric motor vehicles.

#### Proprietor:

Groothandelsgebouwen Parking BV of Rotterdam and/or the representatives of GHG or individuals designated by GHG and/or their representatives.

#### Car Park User:

The owner, licence holder, user or passenger in or of a motor vehicle and who took that motor vehicle to the Car Park or who was transported in that motor vehicle.

#### Proof of Parking:

A means designated by the Proprietor that can be used to obtain access to the Car Park, such as a parking ticket, exit ticket, parking pass, congress ticket, prepaid ticket, subscription, parking chip card or key.

#### Parking Fee:

Sum payable by the Car Park User for using the Car Park.

#### Subscription Agreement:

An agreement covering any use other than one-time use, whereby the agreement is concluded in writing by means of a "Car Park Subscription" acceptance form.

### Article 2.

An agreement as referred to in the preamble to the General Terms and Conditions is deemed to have come into effect merely by the fact that a Proof of Parking is held or merely by the fact that the Car Park is being used.

In the event of disagreement over the question of whether the Car Park is already being used, the decisive factor will be that the Car Park User is on the premises constituting the garage. The undertaking made by the Proprietor is that it will make an arbitrary parking space available for the Car Park User in the Car Park. The obligations of the Proprietor do not include surveillance of the vehicle or acceptance of any liability by the Proprietor.

### Article 3.

A Car Park User who wishes to put their motor vehicle in the Car Park must request a Proof of Parking from the machine that has been placed at the entrance to the Car Park or must use the Proof of Parking that has been made available to them. The Proof of Parking is and will remain the property of the Proprietor; it is non-transferable and must be returned to the Proprietor when use of the Car Park ends.

### Article 4.

As long as the other provisions of these General Terms and Conditions are fulfilled, a Proof of Parking constitutes an entitlement to access the Car Park and to take one motor vehicle in and park it there. If deemed necessary in the Proprietor's judgement, the Proprietor is entitled at all times to refuse a Car Park User and/or their vehicle access to the Car Park.

### Article 5.

The only vehicles that will be admitted to the Car Park are motor vehicles on three or four wheels no longer than 4.60 metres, no wider than 1.75 metres and no heavier than 2,500 kilograms. The height of these vehicles may not exceed the height stated at the entrance to the Car Park.

### Article 6.

Motor vehicles as defined in Article 5 will not be granted access to the Car Park if they are towing any kind of trailer whatsoever, including caravans. Parking trailers of any kind whatsoever, including caravans, is not permitted.

### Article 7.

A. Motor vehicles may only be parked in the spaces designated for the purpose, taking due account of the provisions of the General Terms and Conditions and any instructions given by the Proprietor. The entrances and exits and the driving routes must be left clear and accessible at all times.

B. Vehicles that have been parked in a way that contravenes part (A) may at all times be removed by the Proprietor and if necessary placed outside the Car Park. The costs of removal (i.e. towing/winchng costs and other associated expenses) will be charged to the licence holder of the motor vehicle.

### Article 8.

The Car Park User will be liable for a Parking Fee for use of the Car Park. The Parking Fee will be calculated according to the rates set by the Proprietor, as stated in the Car Park or at the entrance to the Car Park or otherwise made known to the Car Park User. The Proprietor is entitled to change the rates at any time.

### Article 9.

The Proof of Parking is valid for a period that is agreed beforehand or that states the date and time that the use of the Car Park commenced and will be binding for all parties as regards that information unless agreed otherwise in writing.

### Article 10.

In order to leave the Car Park with their vehicle, the Car Park User must pay the Parking Fee owed, unless other arrangements have been made. Payment of the Parking Fee must be done by inserting the Proof of Parking obtained at the entrance into the payment machine provided for the purpose. The payment machine determines the end of the parking period and calculates the duration of parking and the Parking Fee payable for this. The data determined by the machine will be binding for all parties.

If the Proprietor and the Car Park User have agreed so beforehand, payment of the Proof of Parking can also be made beforehand to the Proprietor through a bank or in cash.

### Article 11.

After receipt of the payment, the Proof of Parking gives the Car Park User a period of ten minutes (counting from the moment of payment) during which they have the right and the opportunity to take their motor vehicle out of the Car Park. If the said period elapses without the Car Park User having taken their motor vehicle outside the Car Park, a new period of parking will commence for which a Parking Fee will once again be payable.

### Article 12.

If the Proof of Parking is lost or otherwise not present, a motor vehicle can only be taken outside the Car Park if and after the Car Park User has paid the maximum daily fee for each day or part thereof that the motor

vehicle has been present in the Car Park (as determined exclusively by the Proprietor).

### Article 13.

The Car Park is open on the days and times determined by the Proprietor and that are stated at the entrance to the multi-storey car park in a way that will be clear to all. The Proprietor is entitled at all times to deviate from or to modify these opening times. Outside the opening hours, it is not possible to bring motor vehicles into the Car Park or take them out without the consent of the Proprietor.

### Article 14.

Without permission in advance from the Proprietor in writing, a motor vehicle may not remain parked in the Car Park for an uninterrupted period of longer than ten days. After that period has elapsed, the Car Park User will owe a penalty in addition to the Parking Fee of €100 per day for each day after the expiry of the said period that the Car Park User's motor vehicle is present in the Car Park, without notice of default being required beforehand and without judicial intervention, notwithstanding the Proprietor's right to claim in addition reimbursement of costs, damages and interest.

### Article 15.

The Car Park is accessible exclusively to the Car Park User of a motor vehicle that is in the Car Park or is being parked there, and for no longer than is necessary for immediately entering and exiting. All others only have access after being given permission by the Proprietor.

### Article 16.

The engine of a motor vehicle may only be running insofar as is needed for immediately entering and exiting the Car Park.

### Article 17.

The Car Park User must always have locked their parked motor vehicle appropriately.

### Article 18.

Smoking and naked flames are forbidden in the Car Park.

### Article 19.

Taking materials that are flammable, explosive, corrosive, toxic or otherwise dangerous and/or harmful to humans and the environment into the Car Park is prohibited. The exception is motor fuels in a motor vehicle's normal fuel tank designed for the purpose.

### Article 20.

Except with permission obtained in advance from the Proprietor, using the Car Park for purposes other than parking vehicles is forbidden.

### Article 21.

Leaving waste other than in the designated places is not permitted.

### Article 22.

Advertising activities of any kind whatsoever are not permitted in the Car Park without permission from the Proprietor.

### Article 23.

The provisions of the Road Traffic Act, the Road Traffic and Traffic Signals Regulations, the associated appendices and further rules are correspondingly applicable, subject to the condition that the maximum speed applying to vehicles in the car park is 6 kilometres per hour and that pedestrians have priority over motor vehicles at all times.

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## **Article 24.**

The agreement made between the parties does not include surveillance or continuous supervision of everyone and everything that is in the Car Park, nor any liability on the part of the Proprietor of the Car Park.

In particular, the Proprietor does not accept any liability whatsoever for theft or loss of property belonging to the Car Park User, nor does the Proprietor accept any liability for any kind of damage whatsoever to property belonging to the Car Park User or relating to physical injury or any other damage caused directly or indirectly by or as a result of using the Car Park.

## **Article 25.**

The Car Park User is liable for all damages caused by or resulting from their use of the Car Park. Damages caused by the Car Park User to the Car Park or its associated equipment must be paid for on the spot unless the Car Park User can provide sufficient assurances (in the opinion of the Proprietor) that the damages can be claimed from them. The valuation drawn up by or on behalf of the Proprietor will be decisive in determining the sum of any damages. The costs of this valuation are to be paid by the Car Park User.

## **Article 26.**

The Proprietor is entitled at all times to prevent the motor vehicle from leaving for as long as the sums due under the parking agreement or pursuant to a claim against the Car Park User have not all been paid.

## **Article 27.**

Insofar as this article (29 and 29a through 29h) or the Subscription Agreement do not state otherwise, all other provisions of these General Terms and Conditions apply in full to the use of the Car Park as defined by any such Subscription Agreement.

## **Article 28a.**

The agreement for parking a motor vehicle is entered into according to the applicable rates for a period that is to be determined in writing. That agreement will be tacitly renewed each time for the same period. Either party is entitled to cancel the subscription in writing with a notice period of one month.

The subscriber will be informed in writing by the Proprietor of any rate increases the latter intends to make at least one calendar month before they will come into effect. Incidentally, the Proprietor is entitled to change the fees, even if the agreement has only recently been signed for the first time. This may in particular occur if it is desirable in the light of proper management that a fixed date should be used for such increases, for instance 1 January of each year. Should a subscriber not wish to accept a rate increase, they can cancel the agreement in writing within two weeks after the rate increase has been notified to them by the Proprietor, taking effect as of the date on which the announced rate increases are implemented.

The subscription fee must be paid in advance on or before the day that the time period in question commences.

## **Article 28b.**

If the subscriber neglects to pay the sum owed by the agreed due date, that subscriber will owe 5% of the Parking Fee arrears per month or part of a month during which the payment is not made, notwithstanding the other rights that may accrue to the Proprietor as a result of this non-payment.

If the subscriber does not fulfil their payment obligations after two reminders, the Proprietor is entitled to cancel the Subscription Agreement with immediate effect.

If the Car Park is used without the subscription fee being paid in time, the Proprietor is entitled to charge the user a Parking Fee as per the rates for one-time use.

## **Article 28c.**

The subscription does not entitle the user to a fixed parking spot in the Car Park. The Proprietor is entitled to designate part of the Car Park as a parking area for subscribers' vehicles.

## **Article 28d.**

When subscriptions are taken out, the subscriber will be liable for a deposit (amount to be agreed). No interest will be paid on this deposit. This sum will be repaid to the subscriber when the subscription is terminated, insofar as the subscriber does not owe any other sums to the Proprietor and if the goods are returned in a usable state.

## **Article 28e.**

The subscriber is not permitted to hire out or sublet their entitlement or to transfer it to a third party in any way whatsoever. Should the Proprietor observe that the entitlement in question is being used by anyone other than the subscriber or their vehicle, the subscriber will in addition be liable for a penalty of €100 for every day that an unauthorized person makes use of that entitlement without further notice of default being required and without prejudice to the Proprietor's other rights, and the Proprietor will be entitled to cancel the Subscription Agreement with immediate effect and deny the subscriber access to the Car Park.

## **Article 28f.**

The items provided by the Proprietor to the subscriber that are required for the subscriber to be able to use the Car Park in question will remain the property of the Proprietor. In the event of these items becoming lost or unusable, the user is required to notify the Proprietor and the police of this immediately. For the new items that are provided, the user will owe the Proprietor a sum equal to the then applicable deposit.

All items provided to the user by the Proprietor must be returned by no later than the final day of the agreement. If the user neglects to return the above-mentioned items, the user will owe a penalty of €50 per day without further notice of default being required for each item that is not handed back for every day that they do not return any such item to the Proprietor, unless they inform the Proprietor in writing that the item has been lost or has become unusable, in which case they will owe the same remuneration as in the case where the item is lost or becomes unusable during the term of the agreement.

## **Article 28g.**

If the subscriber neglects to fulfil any of their obligations pursuant to the law, local ordinances and usages and/or the agreement they have signed (including the terms and conditions applicable to it), the subscriber will be deemed to be in breach of contract without any further formal notice of default being required.

The Proprietor is then entitled to cancel the agreement by written notification and to refuse the subscriber access to the Car Park. The subscriber will be required to reimburse the Proprietor for all damages incurred by the latter as a result of the negligence described above and/or of cancellation of the agreement before the termination date, notwithstanding the requirements on both parties to fulfil their obligations that either of them have or would have had during the remaining term of the agreement.

In all cases where the Proprietor issues a demand, notice of default or other writ to the subscriber or in cases where procedures are required against the subscriber, including those required to enforce the removal of their vehicle from the Car Park, the subscriber will be obliged to reimburse all costs incurred in that regard to the Proprietor (including legal assistance), unless such a procedure was wrongfully instigated.

In the event of non-payment of Parking Fees, the extrajudicial costs of collection will be set by the parties *a priori* at 15% of the unpaid sum, with a minimum of €500. In the event of extrajudicial

collection by an authorized person or a lawyer, these sums must be incremented by the VAT that the Proprietor has to pay its authorized representative or counsel over the extrajudicial costs of collection unless the Proprietor is able to offset that VAT.

Payments made by the subscriber after a demand or summons is issued will be used in the first instance for settling the above-mentioned costs, even if the subscriber states a different purpose when making the payment.

## **Article 28h.**

Amendments relating to this agreement that are necessary as a result of decisions made by the authorities or as indicated by the authorities (including instructions from the fire brigade) will not constitute resolute conditions for this agreement for the subscriber and will be deemed to be in force as if they had been literally included in this agreement. If the subscriber is unable to enjoy the facilities to which they are entitled for more than one month because of facts and circumstances that are the fault of the Proprietor, the subscriber will only owe a corresponding proportion of the Parking Fee.

## **Article 29.**

These General Terms and Conditions may be viewed at the Car Park in the Proprietor's office and will be provided as a hard copy to anyone on request.

## **Article 30.**

All disputes deriving from the agreement entered into between the Proprietor and the Car Park User, including these terms and conditions, will be heard exclusively by the competent district civil-law court for the Proprietor's registered office and that court will issue its judgement according to the laws of the Netherlands.

If the Car Park User is a consumer, adjudication can then only be made by the competent court for the Proprietor's registered office if the Car Park User (the consumer) has not chosen (within one month of the Proprietor summoning them for resolution of the dispute) for the dispute to be resolved by the competent court as determined in law.

## **Article 31.**

The Proprietor cannot be held accountable for shortcomings that are the consequence of circumstances that are independent of the will of the Proprietor and as a result of which the Car Park User cannot reasonably expect the Proprietor to fulfil its obligations pursuant to the agreement. These will at least include strikes, fires, measures taken by the authorities, and operational disruptions and shortcomings due to third parties involved not fulfilling their obligations.

## **Article 32.**

Agreements or arrangements made with employees of the Proprietor will not be binding for the latter insofar as the Proprietor has not confirmed them in writing. In this context, 'employees' will be taken to mean all employees and members of staff who do not have representative authority.

## **Article 33.**

Insofar as any stipulation in the agreement signed by the Proprietor and the Car Park User (including these General Terms and Conditions) is null and void or voidable or if the counterparty claims that any stipulation is inapplicable because it would be unacceptable in the given circumstances by reasonable and fair standards and an appeal in that regard is accepted or granted by the court, this will not affect the validity of the remaining parts, and the stipulation must be converted into a stipulation that honours the intention of the stipulation that has been deemed void, quashed or deemed inapplicable insofar as is possible.