



General terms and conditions of SITA Airport IT GmbH

The parking space booking system and the use of the services offered by SITA Airport IT GmbH are subject to the following General Terms and Conditions. The version which is valid at the time of the booking in question is decisive.

A. General Conditions of Online Contracts

I. The provision of the online reservation/booking system does not constitute a legally binding offer from SITA Airport IT GmbH, but rather is a non-binding invitation to the customer to submit an offer to us for the conclusion of a reservation or parking space lease contract.

II. By submitting the online contract form, the customer is providing a binding offer for the conclusion of a reservation or parking space lease contract.

III. This offer is accepted through confirmation by SITA Airport IT GmbH, which takes place immediately after submission of the offer and subsequent review of the availability of parking spaces by SITA Airport IT GmbH (contract confirmation).

IV. Revocation information

The contract confirmation may be cancelled in accordance with the following notice from the customer within the framework of the statutory right to cancel, as long as he was acting as a consumer as defined by § 13 of the German Civil Code (BGB) upon concluding the lease contract. Consumers as defined by § 13 of the German Civil Code (BGB) are natural persons who conclude the lease contract for a purpose which serves neither their own commercial purposes nor those of their own self-employment.

Right to revoke

You can revoke your contractual declaration within two weeks after the conclusion of the contract (i.e. after receiving the contract confirmation) without providing reasons. If the contractual declaration is submitted within a period of two weeks before the desired parking space rental date, the period for revocation ends at the latest upon entry into the parking garage on the day of parking space usage. The grace period starts upon receipt of this instruction in a text format, however, not before the conclusion of the contract and not before the fulfilment of our duty to provide information pursuant to §§ 312c, 312d (1), 312g (1), 355 of the BGB (German Civil Code) in conjunction with Article 246a of the EGBGB (Introductory Act to the German Civil Code). Mailing the revocation on time is sufficient for compliance with the revocation deadline.

To exercise your right of revocation, you must notify us thereof in a clear declaration (e.g. a letter sent by post, fax or email) regarding your decision to withdraw from this contract. You can use the following **sample withdrawal form**, however, it is not mandatory:

Sample withdrawal form

(If you want to withdraw from the contract, please fill out this form and send it back.)

To
SITA Airport IT GmbH
IT Parking
Parsevalstraße 7a
40468 Düsseldorf
Fax.: +49 (0)211 55359
Email: info@sita-airport-it.aero

I/we (*) herewith withdraw from the contract I/we (*) concluded regarding the reservation/rental of a parking space:

-
Ordered on (enter date) / for the period (enter booking period) for the vehicle with the license plate number (enter license plate number)

-
Name of the user(s)

-
Address of the user(s)

-
Signature of the user(s) (only if the notification is on paper)

-
Date

(*) Strike through the option that does not apply.

The revocation must be sent to:

SITA Airport IT GmbH
IT Parking
Parsevalstraße 7a
40468 Düsseldorf
Tel: +49 211 421-55100
Fax: +49 211 55359
E-mail: [info\(at\)sita-airport-it.aero](mailto:info(at)sita-airport-it.aero)

Consequences of revocation

In the case of an effective revocation, the services provided by both parties (if applicable) are to be returned, in addition to any profits made from them (i.e. interest). If you cannot return or give us the service received or any profits (i.e. advantages obtained from use), or can only return or give them partially or in a deteriorated condition, you must compensate us for this lost value. Duties to refund payments must be fulfilled within 30 days. This period begins for you when you send your declaration of revocation, and for us when we receive this notice.

Special notice

Your right to cancellation will become void if the contract is fulfilled by both parties at your express request before you exercise your right to cancellation.

End of revocation information

V. European Online Dispute Resolution

The European Commission has set up an online dispute resolution platform, <http://ec.europa.eu/consumers/odr/>. The platform is dedicated to helping consumers to resolve out-of-court settlement of disputes arising from online contracts with a company established in the EU.

SITA Airport IT GmbH does not have to participate in dispute resolution proceedings before a consumer arbitration board. We prefer to clarify your concerns in direct exchange with you and therefore do not participate in such a dispute settlement procedure. Please contact us with questions and problems directly.

B. General Terms of Use, Special conditions for parking space reservation and for re-booking and cancellation

The following general conditions of installation and usage apply to online parking space booking and reservation unless the particular conditions for parking space reservation contain differing regulations.

I. Lease contract

1. Upon conclusion of the parking space lease contract through the contractual confirmation, SITA Airport IT GmbH is obligated to provide the lessee with a parking space in the parking facility defined in the contractual confirmation, for the period (rental period) defined in the contractual confirmation, in return for payment of the rental amount (parking fees) defined in the contractual confirmation. There is no claim to a particular parking space in the car park defined in the contractual confirmation.
2. This lease contract does not cover surveillance, monitoring, safekeeping or insurance coverage. Even if staff are present in the parking facility or it is being monitored by cameras (video surveillance), this is not associated with any assumption of care or liability, especially not for theft or damage. To the extent required by the data protection legislation, the responsible authority for video monitoring is SITA Airport IT GmbH, Parsevalstrasse 7a, 40468 Düsseldorf, Tel. +49 211 421 55001.

II. Rental price / parking and reservation fee

1. The rent (parking fee) is defined according to the time elapsed between the entry and exit of a vehicle into/from the parking facility (rental period). The fees agreed in the lease contract are valid upon adherence to the parking time booked online. If the rental period is exceeded, the fees stated in Clause V,4 will apply. This also applies if any special offers are booked and the prerequisites of these special offers are not fulfilled on the part of the lessee.
2. For "advance payment" products, the parking fee shown on the booking screen must be paid immediately using one of the payment methods offered. A refund of parking fees is impossible if the customer exits the parking complex before the end of the rental period shown in the contractual confirmation.

For "Payment on exit" products, the customer uses an entrance card to enter into the parking facility. In this case, the parking fee must be paid before the vehicle is removed by presenting the entry ticket at the payment machine or in the parking service office on site.

3. For fee-based reservations, the reservation fee shown on the reservation/booking screen must be paid immediately using one of the payment methods offered.
4. The reservation fee cannot be refunded under any circumstances - especially in the event that the customer does not use the reservation or parking space, or does not drive his vehicle into the car park within the reservation/rental period (see number III).
5. If the customer is not able to pay the parking fees upon exiting the parking facility, SITA Airport IT GmbH has the right to charge the parking fees to the credit card used for the booking.

III. Special conditions for parking space reservation: reservation obligation – reservation period, rent

1. Upon conclusion of the reservation contract via the contractual confirmation, SITA Airport IT GmbH is obligated to hold a parking space for the customer in the parking facility defined in the contractual confirmation, for the purposes of the conclusion of a lease contract in accordance with Lit. B. There is no claim to a particular parking space in the parking facility defined in the contractual confirmation.
2. SITA Airport IT GmbH will hold a reserved parking space for the customer for four hours from the entry time defined in the contractual confirmation (reservation period). If no entry into the car park takes place during the reservation period stated in the contractual confirmation, the reservation is considered unfulfilled. In this case, the reservation will be deleted, and SITA Airport IT GmbH will have the right to give the parking space to

somebody else.

3. When the customer's vehicle enters the parking facility, a lease contract comes into effect between SITA Airport IT GmbH and the customer, the subject of which is a parking space, according to the conditions in Lit. B.

4. For "Payment on exit" products, the parking fee is charged upon exit from the exit terminal, in accordance with the parking rate which applied when the parking facility was entered, and must be paid using the credit or debit card supplied when the reservation was made. If a bar code is being used to enter the parking facility, then any credit or debit card can be used for payment. If the customer has used an entrance card (parking ticket) to enter the parking facility, the parking fee must be paid before the vehicle leaves the parking facility at the automated pay station or by presenting the entrance card at the parking service centre on site.

IV. Special conditions for rebooking / cancellation

1. Rebooking and subsequent changes to reservations are possible in accordance with the following conditions, whereby rebooking cannot be used to change the contractual partner renting out the parking space:

1.1 A one-off rebooking can be carried out at no extra charge. The reservation fee will not be refunded. From the time the contractual confirmation is received, rebookings can take place up to 24 hours before the beginning of the parking period which has been agreed upon.

1.2 In the case of rebooking, the newly selected parking period start time may be up to 12 months after the parking period start time which was originally agreed upon.

1.3 Changing a booking to another rate group is possible as long as the newly selected parking offer has the same payment method ("advance payment" or "payment on exit") as the one originally booked.

1.4 It is also possible to change a booking to make it longer or shorter than the parking period originally booked.

If a booking is changed so that it is in a more expensive rate group or for a longer period of time than that originally booked, the price difference to the originally booked parking offer will be calculated. For "advance payment" products, your credit card will be charged with the corresponding price difference when you complete the change to the booking. For "payment on exit" products, you will pay the parking fees on site (the parking fees are calculated according to how long you actually stay in the parking facility and in accordance with the rate displayed on site for the parking space in question).

If a booking is changed so that it is in a less expensive rate group or for a shorter period of time than that originally booked, the difference in price will not be refunded for "advance payment" products.

2. In the case of "pre-payment" type products, the parking fee can be refunded if the customer omits to use the rented parking space only if a) cancellation of the product concerned had not been expressly ruled out at the time of booking and b) the customer cancelled the parking space booking more than 48 hours before the agreed start of the parking period either in writing or via email to the address mentioned in Section A, para. III. The effective time is the receipt of the cancellation declaration at SITA Airport IT GmbH.

In the case of a cancellation applicable according to the para. above, a processing fee of 10 euros, incl. VAT, will be charged and the difference (parking fee less processing fee) will be refunded to the customer. The customer shall be entitled to prove that SITA Airport IT GmbH has incurred lower costs.

Moreover, if the customer does not use the rented parking space, a refund of the parking fees is only possible in accordance with the valid legal provisions (currently: Para. 537 German Civil Code [BGB]).

3. The right of revocation is not affected by the aforementioned provisions of this para. IV and shall remain in force in accordance with the provisions of Section A, para. III.

V. Parking duration

1. The contract will terminate when the rental period expires, unless the contract is cancelled beforehand with immediate effect or something else is expressly agreed upon.

2. During the rental period, ordinary termination of the lease contract is excluded. The lease contract ends upon expiry of the rental period, unless the lease contract is cancelled without prior notice.
3. After the contract has expired, the lessee is obligated to remove the vehicle from the car park immediately and to pay any unpaid parking fees. If the lessee fails to fulfil his obligation to remove the vehicle, SITA Airport IT GmbH has the right to remove the lessee's vehicle from the parking facility after sending a written request setting an appropriate deadline and threatening removal of the vehicle. The lessee will bear the costs of removing, keeping, recovering and disposing of the vehicle, unless the lessee is not responsible for the failure to remove the vehicle.
4. If the lessee does not remove the vehicle from the parking facility after expiry of the rental period, the lessee owes compensation for use in the amount of the parking fees customary of the location for the time up to removal. The applicable parking fees posted on site in the parking facility in which the vehicle is located in the period up to removal are considered "customary of the location".
5. The compensation for use must be paid by credit card or debit card before the vehicle is removed. Upon request, the customer will receive a receipt stating the compensation for use withdrawn. If the customer has used an entry card to enter the parking facility, the compensation for use must be paid by presenting the entry card at the parking service centre on site before removal of the vehicle.
6. Each party has the right to cancel the contract for good reason without prior notice. SITA Airport IT GmbH is in particular considered to have good reason if the lessee violates the provisions of use in accordance with Lit. C more than once or repeatedly despite being warned, unless the lessee is not responsible for the violation.
7. In the event of violation of the provisions of use in accordance with Lit. C or other instances of trespass, SITA Airport IT GmbH has the right to have the vehicle towed away at the expense of the lessee, as long as no more than eight hours have elapsed between the vehicle being parked and the towing company being commissioned. SITA Airport IT GmbH also has the right to remove the vehicle from the parking facility in the event of urgent danger.

VI. Liability of SITA Airport IT GmbH

1. For the duration of the lease contract, SITA Airport IT GmbH is only liable for compensation (including non-contractual liability) if the damage was caused by gross negligence or intentionally or is based on the violation of an essential, contractual primary obligation or cardinal obligation that enables performance of the contract in the first place and on whose fulfilment the lessee relies and may rely. These essential, contractual primary obligations do not include additional services such as a shuttle or luggage service.
2. If SITA Airport IT GmbH violates a cardinal obligation or contractually essential obligation, the compensation obligation is limited to the contractually typical, foreseeable damages.
 - 2.1 The liability of SITA Airport IT GmbH for property losses is thus limited to an amount of five thousand EURO (5,000.- €) per case of damage and an amount of ten thousand EURO (10,000.- €) for all cases of damage under this contract.
 - 2.2 For liability for property damages, the damage is limited to an amount of thirty thousand EURO (30,000.- €) at the most.
 - 2.3 Liability for the violation of other obligations is excluded.
3. Liability of SITA Airport IT GmbH for consequential damages or indirect damages, including but not limited to lost profit and loss of savings, is excluded.
4. Accordingly, SITA Airport IT GmbH is not liable for damage caused solely by natural events, other lessees or other third parties, and in particular due to theft or damage to the vehicle.

5. The liability restrictions above also work in favour of the employees of the parties, all companies involved and connected in the performance of the contract, as well as their respective employees.

6. The liability restrictions above do not apply insofar as SITA Airport IT GmbH is liable in accordance with the product liability law or other mandatory legal provisions, as well as in the event of personal injury.

VII. Liability of the Lessee

The lessee is liable for all damage culpably caused by himself, his staff, his subcontractors or people accompanying him to SITA Airport IT GmbH or to third parties. He is also liable for culpably caused soiling and damage of the parking facility.

VIII. Access medium

1. To enter and exit the parking complex, the hirer must use the access medium (EC card, credit card, PIN code or bar code) specified at the time of booking. If this access medium triggers the issuing of an entry ticket on entry, such entry ticket must be taken. This will then be considered the credential for using the reserved parking space. This entry ticket must be inserted into the payment machine for parking fee calculation and payment, before leaving the parking area.

2. For SITA Airport IT GmbH, whoever is in possession of the access medium has the right to use the parking space being rented. SITA Airport IT GmbH has the right, but is not obligated, to verify this authorisation. If the access medium is not accepted, the help button on the entry terminal should be pressed. On exit, the hirer has to insert the access medium or the ticket obtained after paying at the payment machine into the exit terminal. If payment is being made to checkout staff, the lessee will receive a receipt on which the name of the staff member, the payment amount and the date are indicated.

IX. Applicable law – Jurisdiction agreement – Translations

1. If the customer/lessee is a consumer, the mandatory regulations under the country's laws in which they normally reside apply.

2. Outside the scope of consumer protection standards, German law applies, excluding the Conflict of Law Rules in Private International Law.

3. If the customer/lessee is a businessperson, then the place of jurisdiction for any legal disputes arising for any legal reason will be the business domicile of SITA Airport IT GmbH - Düsseldorf - unless another place of jurisdiction is mandatorily prescribed by law.

4. In case of translation of these General Terms and Conditions, the German version alone remains legally binding.

C. Provisions of use

1. The vehicle may be parked or picked up only during the opening times posted on site or otherwise announced.

2. The lessee has the right to park passenger cars without trailers (vehicles) in the parking facility. Motorcycles may only be parked if a corresponding sign expressly indicates that this is allowed. Campers may only be parked if they do not exceed a total weight of 2,8 ton. The prerequisite for the parking permit is always that the parked vehicle has liability insurance, has a proper registration plate in accordance with German traffic vehicle registration regulations (§ 23 StVZO) and displays a valid inspection sticker (i.e. TÜV).

3. Vehicles may only be parked within the marked parking spaces - with only one vehicle per parking space. Reverse parking is not permitted. If admission staff is present, the lessee must park in the space they assign. If spaces are reserved for lessees with special rights (e.g. reserved parking spaces, long-term parking, disabled spaces, women), the lessees must verify their right to these on request. Users of reserved parking

spaces without restricted access must place the reservation confirmation in the vehicle so that it is visible from the outside.

4. Inside the parking facility, the maximum speed a car may be driven is walking pace.

5. The parking facility does not allow

- storage of fuels or flammable objects, or empty fuel receptacles;
- unnecessary running of motors;
- parking of vehicles with leaky tanks or engines, or which are not in a safe state to drive for other reasons;
- staying in the car park for reasons not exclusively linked to parking a vehicle - especially camping;
- repair or maintenance of vehicles;
- dirtying of the parking facility, especially by cleaning the vehicle or releasing coolant, fuel or oil;
- walking on the roads, including entrances and exits, unless there are no paths or hard shoulders available;
- smoking or use of fire;
- riding bicycles, mopeds, roller blades, skateboards or other vehicles or devices, or parking them in the parking facility;
- distribution of advertising material.

6. The lessee must also follow the instructions of the staff, in addition to the traffic signs and signposts on site. In addition, the airport rules of use and the provisions of the German Highway Code apply accordingly.

7. The lessee is obligated to immediately report to SITA Airport IT GmbH any damage that he has caused to the parking garage or facilities located therein.

8. The lessee is obligated to report any obvious damage to his vehicle to the parking facility staff, who may have to be contacted via a distress call, before leaving the parking facility, and must give staff the opportunity to inspect the vehicle. If, in exceptional cases, this is not possible because there is no employee available when exiting, or if this cannot be reasonably expected of the lessee, the damage must be reported in textual form (e.g. email, Telefax, SMS etc.) to SITA Airport IT GmbH at the address listed under Clause A Number III no later than 7 days after occurrence of the damage. For non-obvious damages, notification must take place also in textual form within 14 days of discovering the damage, but in any case within 80 days after conclusion of the parking process (cut-off periods), as the data on the parking process are deleted for data protection purposes.

9. If the lessee violates his duty to report the damage in accordance with paragraph 1 Clause C.8, he will have no right to claim compensation unless he is not responsible for the violation. This liability disclaimer does not apply if personal injury has been caused to the lessee, or if SITA Airport IT GmbH has caused the damage intentionally or due to gross negligence.

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