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extras

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Holiday Extras GmbH

Terms and Conditions for the provision of hotels and parking spaces and rental conditions for parking agreements

Dear Customers,

- „Holiday Extras“ is a trademark of the company HOLIDAY EXTRAS GmbH (further company details: See Impressum at the end of these Terms and Conditions).
- The Company HOLIDAY EXTRAS GMBH provides hotel accommodation, parking and shuttle (transfer) services, as well as travel insurance. In addition, the company Holiday Extras GmbH provides under the name Airparks at the locations Dusseldorf, Frankfurt, Nuremberg and Stuttgart (only the parking garage) parking services as its own contractual services.
- For simplicity with respect to the mediation services, stands hereinafter for HOLIDAY EXTRAS GmbH the brand name 'Holiday Extras ', for the parking services the trademark "Airparks " .
For an agreement concluded between You - hereinafter "Customer"- and Holiday Extras, shall apply, insofar as effectively agreed, the mediation conditions in **Section A**. Insofar as the parking services and / or shuttle services of Holiday Extras are not mediated, but offered as own services of Holiday Extras Ltd. under the brand name Airparks at the sites Dusseldorf, Frankfurt, Nuremberg and Stuttgart (only the parking garage), shall, insofar as effectively agreed, apply the terms and conditions for parking agreements in **Section B**. Therefore, please read carefully the relevant conditions before booking

Section A. Mediation conditions

1 Position of Holiday Extras, scope of these mediation conditions

1.1 Holiday Extras mediates as legal representative of the respective Provider of the mediated service (accommodation, parking service, shuttle) a contract between the Customer and the hotel, respectively the parking company, referred to as "Provider".

1.2. Holiday Extras has thus exclusively the position of a mediator. It is, with respect to the booked and mediated service, not an obligated contract partner of the Customer for the service provision. It is especially not a tour operator within the meaning of §§ 651a-m of the German Civil Code. This does not apply if Holiday Extras gives the impression, according to the policies of § 651a para. 2 of the German Civil Code and the relevant policies of law, to provide contractually agreed services as its own services.

1.3. By aforementioned provisions, the liability of Holiday Extras as a mediator remains unaffected.

1.4. The provisions on the mediator position of Holiday Extras also do not apply, if it has been agreed by contract that Holiday Extras provides parking or shuttle services as its own services. In this respect, reference is made to the provisions of **Section B**.

2 Applicable provisions

2.1. For the entire legal and contractual relationship between the Customer and Holiday Extras, shall apply for the mediation agreement, to the extent effectively agreed, primarily these mediation conditions, in alternative, the provisions regulating the agency business against payment in §§ 675, 631 et seq. of the German Civil Code and otherwise exclusively the German law.

2.2. For the legal and contractual relationship between the Customer and the mediated Provider, shall apply, to the extent legally agreed between the Provider and the Customer, their business conditions and for the rest, the corresponding regulatory requirements applicable for the contractual and legal relationship.

2.3. These mediation conditions and the German legal provisions shall not apply if the international agreement or EU regulations applicable to the contractual relationship with the Customer contain deviating regulations or to the extent that the Customer, a national of an EU member state, may invoke provisions more favorable to him in his country of residence.

3 Conclusion of the mediation agreement and conclusion of the agreement with the Provider of the mediated services, liability of the booking person

3.1. For all booking methods shall apply:

a) The booking person is liable for the contractual obligations of any other person from the mediation agreement and from the contract with the Provider of the respective service as for its own commitments, so far as it has taken over this joint liability through explicit and separate declaration.

b) If the booking is made by a legal entity having legal capacity under the private or public law (company, association, authority, etc.), than, as far as the booking is not specifically made as a legal representative of one or more specific individuals, the contracting party of the mediation agreement and of the mediated agreement is exclusively such entity.

3.2. For orally made booking (for example, in the travel agency), by telephone, in writing, sent via e-mail or by fax, the following shall apply:

a) With the acceptance of the booking order (mediation order) by Holiday Extras, a mediation contract between the Customer and Holiday Extras becomes effective. The request of the booking/mediation contract by the Customer as well as the acceptance of the booking / mediation order by Holiday Extras does not require any specific form.



b) The Customer shall be bound to his mediation order in the form that Holiday Extras accepts its contract offer to the Provider of the respective service as a representative and communicating messenger of the respective Provider.

c) Upon acceptance of a booking / mediation order by Holiday Extras, the Customer submits to the Provider a legally binding offer for the conclusion of the agreement on the service in question. If there is no other binding period expressly agreed upon in the booking order, the Customer shall be bound for this offer and for the appropriate mediation order for 3 days.

d) If there is any discrepancy between the booking confirmation transmitted by Holiday Extras as a mediator on behalf of and with full authority of the respective Provider to the Customer, and the booking / mediation order of the Customer, the respective Provider shall present a new offer. The respective Provider is bound by this new offer for a period of ten days. The agreement comes into force based on this new offer if the Customer accepts the offer by explicit declaration, performance of advance payment and / or final payment, or by using the service.

3.3. At the conclusion of the agreement for bookings made without individual communication via an online method (contract in electronic commerce), shall apply the following:

a) The Customer is informed on the expiry of the online booking on the relevant website of Holiday Extras.

b) The Customer is provided with a corresponding correction option, the use of which will be explained to him, for the correction of his information, deletion or resetting of the entire online booking form.

c) The agreement languages used for carrying out an online booking are specified. In sense of legal consequence, the German language shall be exclusively relevant.

d) If the agreement text of Holiday Extras is saved in the online booking system, the traveler shall be informed of this saving and on the possibility for later recall of the agreement text.

e) By clicking on the button "booking liable for payment", the Customer submits to Holiday Extras the binding mediation order. The Customer shall be bound by his mediation order in the form that Holiday Extras accepts its contract offer to the Provider of the respective service as a representative and communicating messenger of the respective Provider.

f) Placement of the booking and mediation order shall be confirmed to the Customer electronically without delay.

g) Placing of a booking and mediation order by clicking the button " booking liable for payment " does not entitle the Customer to the conclusion of an agreement with the respective Provider. The Provider is free to decide whether to accept the contract offer of the Customer or not.

h) The agreement is reached through the access to the booking confirmation, which is sent to the Customer by Holiday Extras as a mediator and communicating messenger on behalf of the respective Provider.

i) Should the booking confirmation be carried out immediately after clicking the button "booking liable for payment" and placement of the booking and mediation order, by immediate presentation of this booking confirmation on the screen (booking in real time), the agreement with the respective Provider becomes effective with the access and presentation of this booking confirmation to the Customer on the screen without the need for an interim announcement on the receipt of the booking order. In this case the Customer is offered the possibility to save and print the booking confirmation. The binding character of the agreement with the Provider may not be made subject to the use of the Customer of these possibilities for saving or printing. **Holiday Extras** shall additionally transmit to the Customer a copy of the booking confirmation via e-mail, e-mail attachment, post or fax.

3.4. Holiday Extras points out that in accordance with the legal requirements (§ 312g para. 2 sentence 1 no. 5 & 9 of the German Civil Code) for the contracts concerning carriage of passengers as well as travel services according to § 651a of the German Civil Code (package travel contracts and agreements for which §§ 651a ff. of the German Civil Code shall apply), concluded via distance selling (letters, catalogs, telephone calls, teletypes, e-mail, via mobile service sent messages (SMS) as well as broadcasting and teledata), shall apply no right of cancellation but merely the legal withdrawal and termination rights, in particular the right of withdrawal in accordance with § 651i of the German Civil Code for package tours. The right of withdrawal shall apply, however, if the contract for travel services has been concluded outside the business premises in accordance with § 651a, except if the oral hearings on which the contract is based, have been conducted in a previous order of the consumer; in the latter case there also shall apply no right of withdrawal.

4 General contractual obligations of Holiday Extras

4.1. Holiday Extras acts namely as a mediator, but does not have the status of a travel agency. Consequently Holiday Extras has no obligation for consultation, clarifications or other indications, actions or provisions concerning

- **Entry and visa requirements**
- **Health regulations**
- **Travel insurance**
- **Efficiency and creditworthiness of the mediated Provider**

4.2. In accordance with these mediation conditions, the contractual obligation of Holiday Extras is to undertake the necessary acts for performing the mediation contract according to the booking order of the Customer, as well as to process the booking, especially to hand over the travel documents, provided that they are not sent directly to the Customer after the conclusion of the agreement with the Provider.



4.3. Holiday Extras shall be responsible within the law and pursuant and the contractual arrangements to choose the right source and to render a correct presentation of information, for the proper selection of information source and proper forwarding to the Customer. An information contract with a contractual obligation to provide information shall only become effective by an explicit agreement. **Holiday Extras** shall be liable for the correctness of the granted information, without prejudice to the liability arising from the contractual relationship, a disallowed action or other legal provisions pursuant to § 675 par. (2) in the German Civil Code, unless an information agreement has been concluded.

5 Payment

5.1. Regardless of its activity as a collection agent for the Provider, **Holiday Extras** is entitled, on the basis of the legal provisions on the agency contract (§§ 669, 670 of the German Civil Code) to an immediate payment of the full price of the mediated services to the Customer.

5.2. Holiday Extras is therefore entitled to request advance payments in accordance with the Travel and Payment conditions of the mediated company, as long as pre-set payments apply. Holiday Extra is also entitled to request further payments in accordance with legal regulations, in particular with § 651 BGB (the obligation of Clients Fund Guarantee when buying a travel package) if agreement in this respect has been made.

5.3. Travel agencies contracted by the customers have the right to collect payments made by the customer to Holiday Extras, only if this means of payment has expressly been mentioned in the booking confirmation.

5.4. Credit card payments are only possible if this is expressly agreed. The same shall apply for payments by bank transfer. If credit card payment or payment by direct debit were agreed, Holiday Extras is entitled to the appropriate collection immediately after issuing the booking confirmation.

5.5. For the payments to be considered on time, the time of crediting the account of Holiday Extras shall be the decisive factor. If the payment is not carried out by the Customer, in particular because of impossibility of credit card charge, bank protest in direct debit, chargebacks initiated by the Customer or other reasons the Customer is responsible for, even though Holiday Extras has properly provided its mediation services and the mediated Provider is ready and able to deliver its contractual services, and with no withholding right of the Customer, Holiday Extras is entitled, on behalf of and with full authority of the Provider, to explain its withdrawal from the contract, on behalf of and with full authority of the Provider and charge the Customer as debt collector with cancellation costs in accordance with paragraph 7 of these conditions.

5.6. The Customer shall not counter reimbursement of **Holiday Extras** expenses toward the mediated Provider, particularly due to poor fulfillment of the mediated agreement, through withholding or offsetting, unless such demands were caused or contributed to by culpable breach of contractual obligations by **Holiday Extras**, or **Holiday Extras** is otherwise liable to the Customer for the asserted counterclaims.

6 Travel documents

6.1. The Customer has the duty to check for accuracy and completeness, and in particular the conformity with the reservation and the mediation order the contract and travel documents which have been handed over to him by Holiday Extras or by the travel agency engaged by the Customer, in particular the booking confirmations, hotel vouchers, parking credentials, entrance tickets and other travel documents.

The Customer is obligated to promptly notify **Holiday Extras** of any errors, deviations, missing documents or other discrepancies obvious to the Customer. In the event the Customer fails to comply with this duty, the **Holiday Extras** liability to the Customer for any damage incurred by the Customer from such pursuant to the legal provision on the duty to avert, minimize or mitigate loss (§ 254 of the German Civil Code) is entirely or partly void. The **Holiday Extras** liability for damages is entirely void if the circumstances specified at point 7.1 were unknown to **Holiday Extras**.

7 Withdrawal and rebooking

7.1. However, the Providers mediated by Holiday Extras grant to the Customer a contractual right of withdrawal in accordance with the following provisions. **(This does not apply if it is explicitly written out in the product, that it is not cancellable. Here a cancellation is excluded.):**

a) the cancellation of a mediated service can be performed in writing, by fax, via the Internet, via the travel agency engaged by the Customer by Amadeus TOMA, by telephone or in person.

b) The decisive factor for the date on which the cancellation is effective, is the receipt of the declaration by Holiday Extras (HOLIDAY EXTRAS GmbH) during the office hours (on weekdays Monday to Friday from 08:30 a.m. to 06:00 p.m., Saturday from 8:30 a.m. to 02:00 p.m.).

c) In case of cancellation before the start of the rental period, Holiday Extras, as debt collector of the respective Provider, shall charge the following flat-rate compensation, at the calculation of which are to be taken in account any normally saved expenses and generally possible other uses of the canceled service:

Hotel bookings:

- till 7 days before arrival: **free of cost**
- from the 6th day prior the day of arrival until 24 hours before the day of arrival : 10% of the total price,
- from 24 hours before the day of arrival until the day of arrival: 80% of the total price for the first hotel night and 10% of the total price, for each additional night.

Parking place bookings:

- till 24 hours before the day of arrival: free of cost,
- from 24 hours before the day of arrival until the day of arrival: 50% of the total cost.



a) The respective hotel or the respective car park operators keep the hotel room or the parking lot fully booked for the Customer during the entire duration of the service. If the Customer fails to inform **Holiday Extras** that he will not make use of the service, **Holiday Extras** is entitled, in the event of non-arrival of the Customer, to charge a flat rate of 80% of the total price in the name of the hotel or the car park operator and an additional processing fee of 20% for the processing effort of Holiday Extras.

b) The above provisions shall not apply for apportioned special offers for which in the invitation to tender is already pointed out, that they cannot be rebooked and will not be refunded. For such offers, the full compensation claim of the Provider in the event of cancellation or non-utilization of the service is unaffected; by hotel accommodations the Provider must take credit according to the principles of § 537 para. 1 sentence 2 of the German Civil Code, for contracts of services under § 649 S. 2 of the German Civil Code for saved expenses and income that he obtained in consequence of withdrawal or non-use, or intentionally fails to obtain.

c) For all the aforesaid flat rate compensations and processing fees, the Customer is expressly reserved the right to prove directly to the Provider or to Holiday Extras as representative of the Provider, that the Provider and / or Holiday Extras incurred no or significantly lower losses or costs as the claimed lump-sum, respectively the expenses saved or other revenues were higher.

d) The Provider retains the right to claim, directly or through Holiday Extras, a higher, concrete compensation deviating from the above flat rate, if the actual loss is much higher than the applicable flat rate. In this case, the claim made by the Provider, respectively Holiday Extras, is to be quantified and provided with supporting evidence.

7.2. For changes in the date of the service provision, of the airport, of the hotel resort, the start of the services, accommodation or mode of transportation that are made up to six weeks before the service provision on Customer's request, shall apply the following:

a) The Customer shall not have the right for the performance of such re-bookings. Likewise, there is no contractual or legal right for the transfer of the contract to a third party or for the use of contractual services by a third party.

b) If the changes are possible and these are made at the Customer's request, Holiday Extras can charge, on behalf of and with full authority of the Provider a re-booking fee of € 10 per person and transfer process.

c) The booking fee is also payable if Holiday Extras, on behalf of and in full authority of the Provider, agrees to a transfer of the contract or the use of the contractual services by a third party.

d) Transfers for pre-booking offers are possible; after the relevant pre-booking deadline, but only under payment of the difference to the currently available normal price.

e) For changes that have as consequence a reduction in the reserved rooms, overnight stays or parking days and for the execution of which there is also no entitlement, the hotel or the affected park place Provider may charge a processing fee of 10€ per room and night or per parking reservation.

8 Obligations of Holiday Extras in case of claims of the Customer against the mediated Provider

8.1. For complaints or other assertion of claims against the mediated Provider, the obligation of Holiday Extras is limited to the provision of all information and documents that are important for the Customer in such event, in particular the release of the name and address of the booked Provider.

8.2. Holiday Extras has no obligation for the reception and transmission of appropriate statements or documents.

8.3. Holiday Extras also has no obligation with respect to any claims of the Customer against the mediated Providers for giving advice on the kind, scope and amount, reason for compensation or the rules related to any application deadlines or any other regulations.

9 Liability of Holiday Extras

9.1. The liability of Holiday Extras under the mediation agreement for damages resulting from injury to life, body or health based on an intentional or negligent breach of the obligations by Holiday Extras or an intentional or negligent breach of the obligations by a legal representative or agent of Holiday Extras, **is not limited**.

9.2. **Holiday Extras is not** responsible for preparing contracts with suppliers in relation to the customer's request for booking, if **Holiday Extras** did not undertake any relevant contractual obligation in this respect through an express agreement with the customer.

9.3. According to the principles of § 651 para. 2 of the German Civil Code and the relevant principles of law, Holiday Extras does not give the impression to provide contractually agreed services as its own services (regarding the booked services) and thus acts only as a mediator of the booked services, Holiday Extras is not liable for the service provision, failure in performance, service defects, and for personal or material damage, except if the occurrence of the damage was caused by a breach of its own contractual or legal obligations by Holiday Extras, partly or entirely. This does not affect the contractual and legal liability of **Holiday Extras** as a lessor, if **Holiday Extras** provides parking and/or shuttle services as its own, pursuant to related contractual provisions.

10 Limitation period

10.1. Claims of the Customer under the mediation agreement, based on injury to life, body or health, including contractual claims for personal suffering compensation, which are based on a negligent breach of obligations by Holiday Extras or an intentional or negligent breach of the obligations by a legal representative or agent of Holiday Extras lapse after three years. This also applies for claims for compensation for other damages based on a grossly negligent breach of the obligations by Holiday Extras or on an intentional or grossly negligent breach of the obligations by a legal



representative or agent of Holiday Extras.

10.2. All other claims under the mediation agreement expire after one year.

10.3. The limitation period pursuant to para. 10.1 and 10.2 begins at the end of the year in which the claim arose and the Customer and Holiday Extras as party against whom claims may be asserted, have obtained knowledge or must have obtained without gross negligence of the circumstances that constitute the claim against the Holiday Extras.

10.4. If negotiations between the Customer and Holiday Extras are pending on asserted claims or the circumstances constituting the claim, then the statute of limitation is suspended until the Customer or Holiday Extras refuse to continue the negotiations. The limitation period goes into force at the earliest 3 months after the end of the suspension of the limitation period.

Section B. Contractual provisions for parking and shuttle services, provided under the 'Airparks' trademark

1. Airparks' role, applicable legislation

- 1.1.** Airparks offers parking services as its own contractual services only in locations found in Düsseldorf, Frankfurt, Nürnberg and Stuttgart (parking only). In all the other locations, Airparks only acts as a mediator regarding parking services. For the provision of parking services in other locations, provisions in **Section A** shall apply, if efficiently agreed on.
- 1.2.** As regards agreements for parking services which Airparks provides as its own services in Düsseldorf, Frankfurt, Nürnberg and Stuttgart (parking only), throughout the contractual and legal relationship between the customer and Airparks, these contractual provisions for parking services shall apply first and foremost, if efficiently agreed on and, alternately, the legislation for rental agreements in §§ 535 ff. in the German Civil Code and the German law exclusively.
- 1.3.** These terms for parking services, as well as provisions in German laws shall not be valid if the international agreement or EU regulations that apply to the contractual relationship include mandatory derogatory regulations or if the customer, citizen of a EU member state, can claim more favourable provisions in his/her country of residence.
- 1.4.** Airparks holds a capacity of lessor, if the provision of parking services via Airparks has not been established as a contractual performance and thus Airparks would not act as a mediator for parking services.

2. Entering of the agreement

2.1. The following clauses shall apply to all means of booking:

- a) Only the contracting customer is a tenant contract partner and thus payer of all parking services including when parking agreements are concluded for several cars, if and to the extent when the customer is not expressly representing another person.
- b) in case of such representation, the customer shall assume liability for the obligations of all persons, as his/her own obligations, if he/she has assumed this joint liability through an express and separate statement.
- c) if the booking is made through a legal entity under private or public law (companies, associations, authorities, etc.) is to become a party in the agreement for parking services and in the mediation agreement, in so far as the booking is not made expressly as a legal representative of one or several individuals.

2.2. The following clauses shall apply to verbal bookings (e.g. via a travel agency), by phone, in writing, by e-mail or fax:

- a) When booking, the customer offers Airparks the conclusion of a binding agreement for parking services, pursuant to contractual provisions and to all data pertaining to parking facilities, use thereof, access thereto, work schedule and other information, if the customer has such data available when making the booking. The customer is bound **three working days** by the contractual offer.
- b) The agreement is binding if the customer receives a confirmation from Airparks during the engagement period.
- c) Confirmation of a booking does not need to be of a particular form and it can be conveyed by phone, e-mail, fax or in writing. For bookings by phone, Airparks shall send a confirmation in writing, in addition to a confirmation by phone. The purpose is solely to document the booking made by phone; the legal validity of binding agreements for parking services concluded by phone **is not** conditioned by the receipt of this additional written confirmation.
- d) Airparks shall issue a new offer if the confirmation for booking received from Airparks differs from the customer's booking. The new offer will be binding for the supplier for ten days. The agreement shall be concluded based on this new offer, if the customer accepts such an offer via an explicit statement, payment and/or final payment or by using the service.

2.3. For bookings made **without a distinct communication through an online process (electronic agreement)**, the following clauses shall apply upon entering the agreement:

- a) Airparks explains the online booking process on its website.
- b) The customer **has a possibility to change entered data, to delete or reset the entire online booking form**. These procedures are explained.
- c) The contracting languages for online booking are specified. Only the German language shall bear legal relevance, exclusively.
- d) The tourist shall be informed on whether **the text of the agreement is saved by Airparks** in the online



booking system and on the possibility to access this text later on.

e) By pressing the button **'liable to pay booking' [zahlungspflichtig buchen]**, the customer offers to **Airparks** the conclusion of a binding agreement for parking services, pursuant to these contractual provisions and to all data pertaining to parking facilities, use thereof, access thereto, work schedule and other information. The customer's order will be binding for him/her to the extent these data are presented to the customer upon making the booking. The customer is bound **three working days** in respect to the contractual offer.

g) A booking made by pressing the button **'liable to pay booking' shall not grant the client a right to enter an agreement for parking services.** **Airparks** is free to decide whether to accept the customer's contract offer or not.

h) The agreement shall be prepared **after the customer has received the booking confirmation** from **Airparks** in writing or by phone.

i) If the booking confirmation is displayed on screen right after having pressed the **'liable to pay booking' (real-time booking)** and the request is sent, the agreement with **Airparks** shall be prepared upon receiving and displaying this confirmation, with no need for an in-between notification of receipt pursuant to point f). In this case, the customer has a possibility to save and print the booking confirmation. But the binding nature of the agreement entered with **Airparks** is not conditioned by whether the confirmation was saved or printed. **Airparks** shall additionally send the customer a copy of the booking confirmation via e-mail, as e-mail attachment, mail or fax.

2.4. Termination rights:

According to the law, the customer has a right to withdraw from agreements for parking services provided by the brand **Airparks**, which have been concluded remotely if he/she is a user.

Please go to the link [Instructions on the right to withdraw](#) for further information on the right to withdraw.

3. Airparks Services

3.1. Airparks contractually owed services consist of renting parking place on the agreed period, in accordance with these terms and conditions, information and conditions for use of the parking facility existing at the time of booking.

3.2. From the contractual point of view, a certain space, a condition or location of parking is payable only if this was expressly agreed.

3.3. Monitoring, surveillance, storage and providing insurance are not covered by contractual services provided by Airparks. Do not assume custody or responsibility, particularly not for theft or damage, although in the parking place can be staff or the parking place is equipped with optical electronic devices (video surveillance).

3.4. Parking place provided under the contract is limited to a max height of 1.90 m and a width of 2 m of the vehicle, if not otherwise expressly set.

4. Customer's obligations

4.1. The customer shall ensure that, upon accessing a parking facility and up to leaving the car park, the driver has the required driver's licence and that the vehicle is insured as required by law. Upon a request from **Airparks**, its employees or its associates, the customer must present the driver's licence and the car's documents. **Airparks**, the car park operator or its representatives, respectively, can require, before and after granting access, to produce evidence for an insurance having a sufficient coverage, if there are doubts on the existence of a sufficient insurance for accidents or for loss-causing events. **Airparks**, the car park operator or its representatives, respectively, have a right to refuse the contract performance and to refuse access in the car park, if such evidence cannot be produced. In such cases, the customer shall not be entitled to restitution or compensation, unless the customer has proof that the refusal to provide services was unsubstantiated.

4.2. Inside a car park, road traffic regulations (StVO) shall apply. The customer must abide by regulations required for traffic management.

4.3. Each customer and his/her representatives must behave so that they would not create risks and cause damages to third parties. Directions coming from **Airparks**, its employees or representatives must be observed.

4.4. The customer must park his/her vehicle in the mark-to-park, so that parking and leaving the parking space on adjacent car park is possible at any time and without hindrance. As to the customer is assigned a certain car park space, the customer is bound to park exclusively and in a correct manner in that car park space (within the markings). If the customer, by intent or by negligence, violates the directive to park in the assigned car park space (in particular wrong parking, parking in a car park space destined for disabled persons, parking in a car park space that was not expressly assigned to him/her; excess parking time in the car park space over the agreed upon / booked parking period), **Airparks** is entitled to move the vehicle into the assigned car park space at the customer's expense and, respectively, to move it for a price or to impound it if no other actions are available. The customer is free to prove that he/she has caused no prejudice or that such a prejudice is smaller than the amount invoiced by **Airparks** for actions taken

4.5. Space and facilities must be treated carefully and properly. The customer shall bear all costs if he/she brings any prejudice to the car park or facilities thereof. The customer may prove before **Airparks** that he/she has caused no damages or that damages are smaller than those claimed.

4.6. The customer is prohibited to make major repairs on the car park premises (except for authorised emergency services), to wash or clean the car, to drain water cooling liquid, fuel or oils or to throw waste from the vehicle on the



car park premises. The customer must promptly and properly dispose of his/her waste. **Airparks** is entitled to dispose of litter caused by the customer at the latter's expense. For soil pollution or underground water pollution, disposal must be performed by an authorised specialised company, at the customer's expense. In such cases, the customer is not allowed to perform such a service himself/herself if he/she cannot produce evidence of holding relevant professional qualifications.

- 4.7. It is prohibited to stay on a car park premises for purposes other than vehicle handover and vehicle takeover, load and unload, as well as during possible wait times for transportation to an airport or port. In this case also, directions coming from **Airparks**, its employees or representatives must be observed.

5. Handover of car park spaces, customer's obligations (defects) and termination, statute of limitations

- 5.1. A car park space is deemed as having been properly handed over if no complaint is immediately brought to the attention of **Airparks**.
- 5.2. The customer is also bound to immediately notify the car park staff on the indicated location, shortcomings in **Airparks** services, without an express notification and to ask for the situation to be remedied. If the customer is at fault for not reporting shortcomings, he/she shall not be entitled to a reduction in contractual remuneration or to compensations.
- 5.3. The customer is bound to notify obvious damages to the car park staff and, if necessary, by an emergency call, before leaving car park facilities and to give them the opportunity to examine the vehicle. If this is impossible or unrealistic for the customer, as an exception, the customer must send such a notification in writing to **Airparks**, at the Extras Holiday GmbH address stated below, within 14 days after having detected the prejudice. All customer's claims for indemnification are excluded if the customer breaches his/her obligation to notify, except for when such a breach is not attributable to the customer. This obligation to notify, as well as the statute of limitation do not apply if the customer or his/her companions have suffered injuries or if **Airparks** has caused other damage by gross negligence or by intent. In rest, the obligation to inform and the statute of limitations are valid both for contractual and legal liabilities.

6. Airparks' liability

- 6.1. **Airparks** assumes no liability for accidents caused in a car park by the customer or the driver, resulting in damage to property and/or bodily harm.
- 6.2. **Airparks** assumes no liability for damages caused during acts of convenience (starting aid or parking aid) by its employees and/or associates.
- 6.3. **Airparks** liability covers civil liability insurance for damage, destruction, theft, loss or unauthorized use of vehicles or accessories (except for the content, valuables and merchandise).
- 6.4. **Airparks** assumes no liability for damage caused by third-party emissions, force majeure, domestic or foreign tensions, war and weather.
- 6.5. The aforementioned limitations shall apply to all claims for damages, irrespective of their legal grounds, including claims resulting from non-permitted actions. They also apply for possible claims for damages from customers against **Airparks** employees or representatives. They do not apply in liability for defects after taking over a warranty or for fraudulently hidden defects.
- 6.6. **Airparks** shall be liable pursuant to legal provisions for damages resulting from prejudice to life, body integrity or health without restriction to aforementioned limitations of liability. **Airparks** shall be liable for other damages caused by intent or by gross negligence. For mild negligence, liability for damages shall rise only if it is due to the breach of a contractual or material obligation, in a manner that endangers the purpose of the agreement. In these cases, liability shall be limited to foreseeable contract damages.

7 Special provisions for shuttle services

- 7.1 **Airparks** shall manifest consideration depending on local conditions and all relevant circumstances, recognized or foreseeable by **Airparks**, in order to transport the customer on time to the airport, cruise port, respectively, at the announced time of departure. Timeliness of arrival shall not be an object of the agreement. Therefore, **Airparks** shall not be bound to pay damages or to compensate for expenses with a substitute transportation, shuttle or for other expenses if tardiness cannot be attributable to **Airparks**, in particular for missing a flight or boarding on a cruise.
- 7.2 The customer must be on time in the agreed location in order to use shuttle services. The customer must plan for time reserves, taking into consideration all relevant circumstances that he/she is or can be aware of. The customer is responsible to monitor mass-media, in particular weather forecasts, traffic reports and news from airports and cruise ports. **Airparks** is not bound to inform the customer on these matters.
- 7.3 **Airparks'** liability for breach by mild negligence shall be excluded if the customer does not fulfil his/her obligations. The provision under point 7.1 sentence 3 shall apply accordingly
- 7.4 **Airparks** can exclude persons from transportation if they are under the influence of alcohol or narcotics, if they provoke commotion or their behaviour endangers themselves, other persons, the driver or the vehicle. In the case of such an exclusion with reason, there is no entitlement for compensation or reimbursement of expenses.

8 Customer's liability



8.1. The customer is liable for prejudices he/she has brought, by intent or by negligence, to legally protected interests of **Airparks** or to third parties on **Airparks** premises.

8.1. Whatever the fault, the customer is liable for any damages caused due to technical failures (e.g. oil leakage, explosion) of the vehicle brought on **Airparks** premises by the customer himself/herself, his/her employees, representatives, companions (family members) or third parties. This is also valid even when such failures have not been included in the vehicle status report or if they have not been known beforehand. The customer waives in advance any claims against third parties or insurances for loss, if **Airparks** is also considered for such a claim.

8.2. The customer is free to prove that there was no prejudice or that the prejudice was lower than claimed.

9. Airparks actions for parking disturbances; parking overtime

9.1. **Airparks** may refuse to park a vehicle in its locations if there are indications that the operating safety of **Airparks** is endangered by permitting access or stay in the car park.

9.2. If the agreed/booked parking time is exceeded for reasons that cannot be attributable to the customer and, therefore, another customer cannot use his/her own due contractual services (which include, in particular, excess parking time due to a strike of air traffic controllers and pilots, flight cancellation or delay, bad weather), **Airparks** can and is entitled, as a last resort, to move or impound the vehicle if there is no other less restrictive action available. The cost for these actions shall be borne by the customer. Clause 8.3. shall apply accordingly.

9.3. Provision 9.2 in conjunction with 8.3. shall apply accordingly **for excess parking time attributable to the customer**, on condition that the customer will have to pay compensations, depending on usual rates for the related parking facility, in addition to the right to transfer the vehicle when there is no other less restrictive action available and the customer's obligation to bear the expenses for such actions.

10. Airparks lien

10.1. **Airparks** may refuse to return a vehicle without full and in advance payment against an invoice, if **Airparks** has properly provided the contracted services and the customer has no contractual entitlement to lien or compensation.

10.2. **Airparks** is entitled to withhold and retain a parked vehicle for claims under the rental agreement, pursuant to legal provisions regarding lien.

11. State of limitations

11.1. The customer's claims in a mediation agreement, based on a prejudice to life, body integrity or health shall be written off after three years. This provision includes contractual claims for indemnification for a moral prejudice, based on a breach of obligations by **Airparks'** negligence or on a breach of obligations, by intent or by negligence, committed by a legal representative or by an associate of **Airparks**.

11.2. **Airparks** claims for alteration or destruction of rented property and customers' claims for compensation of expenses shall be written off after the time limit provided in law.

11.3. All other claims shall be written off after one year.

11.4. The statute of limitations pursuant to points 11.1. and 11.2. shall run starting with the end of the year when such claims have been raised, and **Airparks**, in its capacity of opposing party, is informed on the circumstances that motivate such claims or it obtains the without gross negligence.

11.5. The statute of limitations shall be suspended up until the customer or **Airparks** refuses to continue negotiations, if the customer and **Airparks** are negotiating well-founded claims or circumstances that have given rise to such claims. The statute of limitations becomes effective 3 months at the earliest after a suspension ends.

As of: May 2016