Terms of Agreement

A. General terms and conditions for pre-booking online

Clause 1 Pre-booking a parking space, conclusion of the agreement

1. Provision of the online booking system does not constitute a legally binding offer on the part of Dresden Airport (Lessor) but acts solely as a non-binding invitation to the customer (Lessee) to offer to enter into a parking space rental agreement in accordance with the General Terms and Conditions set out below.
2. By pressing the 'Confirm booking' button, the Lessee submits a binding and irrevocable offer to enter into a parking space rental agreement at the tariff range set out in the booking window.
3. This offer is accepted by means of a confirmation by the Lessor which will be issued immediately after submission of the offer (booking confirmation). The Lessee must check the accuracy of the details of the booking confirmation and report any errors immediately.

Clause 2 Subject matter of the agreement, description of services, duration of parking (stay)

1. The Lessor offers the following options for online pre-booking of parking spaces. The minimum and maximum stay in each tariff zone is set out below.

   - Classic parking: There are Classic parking areas on all four parking levels of the multi-storey car park. The Lessee can park in a free space of his choice in the Classic parking area.

   - Premium parking: The Premium area is on level 2 of the multi-storey car park. It is separated from the other parking areas (Classic and Special) by an additional barrier. It is equipped with better lighting, a flight information display board and video surveillance and has larger parking spaces. The parking spaces are 2.8 m wide and 5 m long. The Premium area is located centrally on level 2 of the multi-storey car park, on the same level as the Departures level in the airport terminal, to which it is connected via the Skywalk.

   - Low-Cost parking: The Low-Cost area is on level 4 of the multi-storey car park. It is separated from the other parking areas (Classic and Special) by an additional barrier. These parking spaces can only be booked online.

   - Super-Low-Cost parking: The parking spaces in this tariff zone are in car park 3. As this car park is not under cover, these parking tariffs are particularly good value.

   - Special parking: In addition to standard parking, the Lessee has the option to pre-book a parking space anywhere in the Classic area of the multi-storey car park at a lower rate online.

   In the Classic, Premium and Special tariff zones, the maximum stay is one month from the day of entry. In the Low-Cost and Super-Low-Cost tariff zones, the maximum stay is 21 days from the day of entry. If the maximum stay is exceeded, the Lessor is entitled to remove the vehicle at the Lessee's expense. Furthermore, the Lessor is entitled to charge a fee in line with the rental price list until the vehicle is removed.

   The Low-Cost and Super-Low-Cost tariff zones are subject to a minimum stay of 7 days, and the Special tariff zone has a minimum stay of 3 days. If the Lessee wishes to park for fewer days he may do so, but he will still be charged the price for the minimum stay.

2. On conclusion of the agreement the Lessee acquires the right to park his vehicle once in the public parking areas at Dresden Airport managed by the Lessor (multi-storey car park and car park P3) for the period agreed in the booking.

   The Lessor will provide the Lessee with a parking space in the booked tariff zone for the length of stay specified in the booking confirmation (rental period) against payment of the rent specified in the booking confirmation.

   If the Lessee fails to remove his vehicle from the parking facility after expiry of the contractually agreed rental period, he will be liable to pay compensation for use at the applicable rate for the period until he removes his vehicle. Compensation for use is payable before removal of the vehicle.

   Security patrols, surveillance, safe keeping and provision of insurance protection do not form part of this Agreement. Even if airport personnel is present at the parking facility or the parking facility is monitored with video surveillance equipment, this does not constitute acceptance of any duty of safekeeping or liability, particularly with regard to theft or damage. Where video monitoring is provided, the responsible body within the meaning of the German Data Protection Act is Flughafen Dresden GmbH, Flughafenstrasse, 01109 Dresden, Germany.

3. The Lessee is not entitled to a specific parking space in the tariff zone agreed in the booking.

4. The Lessee may only park his vehicle **in the tariff zone specified in the booking confirmation.**

5. Only passenger vehicles licensed for road use may be parked in the parking facility. Entry or use of the facility with passenger vehicles that are not licensed for road use, passenger vehicles with trailers, other motor vehicles or motor cycles, bicycles, scooters, in-line skates, skateboards etc is not permitted. The maximum vehicle height is 2 m in height and the maximum length is 5.1 m. The maximum vehicle weight in the multi-storey car park is 2.5 t.

6. If on conclusion of the rental agreement the Lessee is acting as a consumer within the meaning of Article 13 of the German Civil Code, he has a statutory right to cancel in accordance with the information below.

Information on the right of revocation for consumers in terms of Article 13 of the German Civil Code

Your right of revocation
You may revoke your declaration of agreement in text form (e.g. by letter, fax or e-mail) within two weeks without stating your reasons for doing so. The revocation period commences after receipt of this information. The timely despatch of the revocation notice shall be deemed sufficient for compliance with the revocation period.

Please send your revocation notice to:
Flughafen Dresden GmbH, Flughafenstrasse, 01109 Dresden, Germany

E-mail: service-parken@dresden-airport.de

Fax: +49 (0)351 881-3605

Consequences of revocation
In case of a valid cancellation, any benefit received by either party and any gain that may have been derived (e.g. interest) shall be returned. If you are unable to return to us all or part of the benefits or you are only able to do so in a deteriorated state, you must compensate us in an amount matching the loss in value suffered. Obligations to refund payments must be met within 30 days. This period starts for you on the date on which you send your revocation notice, and for us on the date on which we receive it.

Special information
Your right of revocation shall cease prematurely if Flughafen Dresden GmbH, as a party to the agreement, has already started to perform the service with your express consent before the end of the revocation period or you have asked it to do so yourself.

End of the information on your right of revocation

Clause 3 Prices, payment

1. The services and prices confirmed with the booking apply.

   The prices displayed at the time of booking only apply to pre-booking via the Dresden Airport car park booking system and apply exclusively for the booked period. All prices are subject to VAT at the rate applicable at the time.

2. The parking charge is payable immediately on conclusion of the rental agreement. If the Lessee does not use the rented parking space, the parking charge can only be refunded in accordance with the relevant statutory provisions applicable at the time. The parking charge cannot be reimbursed for any other reasons.

3. When using the online booking system, the parking charge must be paid at the time of booking by means of a credit card accepted by the airport (VISA, MasterCard) or by PayPal.
   You can pay with a debit card issued by a bank based in Germany up to 7 weeks before your parking date.

4. Until such time as the parking charge has been paid in full, the Lessor is entitled to withhold all services to be rendered by it under this agreement.

5. Bookings at the Classic, Premium or Super-Low-Cost tariffs are subject to an internet booking fee. This fee will be displayed in the correct amount during the booking process before the booking is confirmed.

6. The following applies to bookings for the Classic/Special areas:
   After entering the multi-storey car park, the Lessee will have the opportunity to upgrade to a higher category rented parking space in the Premium area (parking level 2) against payment of a higher fee. The Lessee can amend his rental agreement by inserting his payment card in the terminal at the Premium area entrance barrier. The Lessor hereby agrees to this amendment on condition that there is a parking space available in the Premium parking area. If the Premium area is already full, it will not be possible to amend the agreement. The original agreement for the tariff zone pre-booked online will remain in force unchanged.

   On entry to the Premium parking area, the price list displayed at the entrance barrier to the Premium parking area will apply. The rental price shown there constitutes the fee for the use of a parking space in the Premium parking area. The Lessee must pay the difference on leaving the parking facility.

7. The following applies to bookings for the Low-Cost areas:
   To obtain the Low-Cost tariff you have booked, you must park in one of the parking areas designated as Low-Cost parking behind the second barrier on level 4. If he does not do so, he shall pay the full fee for the parking area that he has actually used before leaving the car park, without crediting the fee for the booked Low-Cost parking against that fee.

   On application in text form by the person who has paid the fee for the Low-Cost booking, the fee that had been paid for the Low-Cost parking space will be refunded deducted by a handling fee of 5 EUR to a banking account to be specified by the applicant, if the payment of the fee for the actually used parking area is demonstrated, and if the overall stay in the actually used parking space is not shorter than the booked stay in the Low-Cost area.

   The application for refund shall be directed in test form at
   Flughafen Dresden GmbH, Flughafenstrasse, 01109 Dresden, Germany
   or
   E-mail: service-parken@dresden-airport.de
   or
   Fax: +49 (0)351 881-3605

8. It is not possible to pay the rental fee wholly or partly with a credit voucher.

Clause 4 Withdrawal

The Lessee may withdraw from the rental agreement before the agreed commencement date. This may only be done on the internet in the Lessee's login area under "My booking/Cancel". The validity of the withdrawal depends on the time of receipt of the withdrawal notice by the Lessor. The Lessee can withdraw free of charge up to 48 hours before commencement of the rental period. For later withdrawals the Lessor is entitled to charge a withdrawal fee as follows:

- up to 48 hours before commencement of rental period: no fee
- less than 48 hours before commencement of rental period: 100% of rental price

Note: If you cancel a booking made by debit card, your payment will be reimbursed within three weeks.

The Lessee is at liberty to provide evidence that the Lessor has not suffered a loss or that the loss suffered is lower than the agreed withdrawal fee.

Clause 5 Non-use of the service

If the Lessee parks his vehicle in a lower category than that booked, no refund of the parking fee will be given. No refunds will be given for early termination of the agreement. Any parking days not used will lapse.

Clause 6 Data protection

1. The data made available to the Lessor is protected under the German Data Protection Act (*Bundesdatenschutzgesetz)*.

   The Lessee agrees to the Lessor processing and storing his data electronically in connection with the contractual relationship. The Lessee acknowledges that he has provided the Lessor with his personal data for the purpose of pre-booking a parking space online. He authorises the Lessor to pass on this data to third parties for the aforementioned purpose. Within the scope of its customer service provision, the Lessor also makes use of third-party service providers. Third parties to whom data has been passed on in the context of order data-processing are also subject to the data protection provisions and are contractually obliged to maintain confidentiality. Flughafen Dresden GmbH may be required to provide information to courts, authorities or other state institutions. Otherwise no data is passed on to or used by third parties.

2. During the booking process, the following customer data is collected and stored by the Lessor:

   - Personal data (customer's name, address, contact details)
   - Service information concerning the booking (type and date of the service, prices, booking date of the service, account details)

B. Conditions of parking for lessees

Clause 1 Entry, exit

On entry the Lessee must insert the **access card** (credit card, debit card) designated as proof of authorisation on booking into the terminal at the entrance barrier. The Lessor regards the holder of the access card as the person entitled to use the rented parking space. The Lessor is entitled, but not obliged, to check this authorisation. The Lessee should **not** take a parking ticket.

On exit, the Lessee must reinsert the same access card he used to gain entry to the car park into the exit terminal.

Clause 2 Conditions of use

1. The vehicle should be parked properly within the marked lines. Vehicles should be parked in the marked parking spaces in such a way that people using adjacent spaces can get in and out of their vehicles unhindered at all times. In case of non-compliance with the above, the Lessor shall be entitled to charge rental appropriate to the space taken up.
2. The Lessee must enter and exit the car park with due care, including if he is helped or instructed by the Lessor's personnel.
3. The parked vehicle must be properly locked and secured in the usual manner.
4. The traffic and information signs on display in the parking facility must be observed. The 10 km/h speed limit within the parking facility must be observed at all times. The German highway code *(Strassenverkehrsordnung)* applies in the parking facility.
5. It is prohibited to repair or clean vehicles, fill or drain cooling water, fuels or oil or leave behind any soiling or rubbish in parking spaces, in driving lanes or on ramps.

Clause 3 Removal and disposal of the vehicle

The Lessor may have the Lessee's vehicle towed away from the parking space at the Lessee's expense if:

1. the agreed maximum stay has been exceeded,
2. the parked vehicle is endangering the operation of the parking facility, e.g. as a result of leakages of liquids,
3. the vehicle is not properly licensed or is taken out of commission during the parking period.

Clause 4 Liability

The Lessor shall be liable for all damage that can be proven to have been caused by gross negligence or intent on its part or on the part of its legal representatives or agents and which is claimed before leaving the parking facility using the access card or booking confirmation number. The Lessor's liability shall only extend to the vehicle itself and not to its contents. All other liability on the part of the Lessor is excluded to the extent permitted by the law. The Lessor shall not be liable for damage caused by third parties.

If objects other than motor vehicles are parked on the rented parking space in contravention of the agreement, the Lessor's liability shall be limited to gross negligence and intent.

Clause 5 Right of lien

The Lessor shall have the right of retention and a statutory right of lien in respect of the Lessee's parked car for any claims it may have arising from the rental agreement. If the Lessee defaults on payment of the Lessor's claims, the Lessor may proceed with the sale of the security no less than fourteen days after threatening to do so.

C. Other provisions

The Dresden Airport Use Regulations form part of this agreement.

D. Applicable law, place of jurisdiction, translations

1. This Agreement is governed by German law.
2. If the Lessee is a merchant, the registered office of the Lessor is agreed as the place of jurisdiction for all legal disputes regardless of the legal cause, unless another place of jurisdiction is prescribed by law.
3. The German version shall prevail over any translations of these terms of agreement.