



General Terms and Conditions for Parking

Maastricht Aachen Airport

A – General Provisions

Article 1 Definitions

Operator:

MAA (Maastricht Aachen Airport BV), including the operation of parking facilities for motor vehicles.

Electric charging:

The possibility of charging an electric motor vehicle by means of one of the available charging points at the parking facilities.

Reserved parking:

The parking products of Maastricht Aachen Airport that can be reserved online.

Motor vehicle:

Motor vehicle as defined in the Road Traffic Act 1994.

Overstay rate:

The amount per calendar day, as stated on the Website, payable by the parker if the vehicle remains parked longer than the reservation period.

Parking facility:

Parking area or car park/basement, including associated spaces and areas, intended for the parking of motor vehicles.

Parking ticket:

Parking ticket, reservation confirmation or any other means designated by MAA that can be used to gain access to the parking facility.

Parker:

The owner, registered keeper, user or occupant of a motor vehicle who intends to or has brought that motor vehicle into or onto the parking facility.

Parking fee:

The amount payable by the parker for the use of the parking facility.

Parking agreement:

A parking agreement concluded in accordance with the conditions described in Article 3.1 of these terms and conditions.



Parking period:

The period during which the motor vehicle is actually parked in/on the parking facility, being the period between the starting date and time (including this date and time) and the actual end date and time (including this date and time) of the parking, as determined on the basis of the time of entry and exit respectively registered by the PMS.

PMS (Parking Management System):

A system consisting of hardware and software used for access control, payment transactions, exit control and the provision of management information relating to the parking facility.

Reservation:

An instruction fully submitted to MAA via the Website to reserve the selected parking product, which is confirmed by issuing a reservation number. By making the reservation, the parker/user agrees to these general terms and conditions.

Reservation period:

The period specified in advance by the parker in their reserved parking booking during which the motor vehicle is parked by the parker, being the period between the specified starting date and time (including this date and time) and the specified end date and time (including this date and time) of the parking.

Terms and Conditions:

These General Terms and Conditions applicable to parking agreements.

Website:

The website operated by MAA on the internet, with the address www.maa.nl and websites of suppliers contracted by MAA to which it provides links.

Article 2 Applicability of the Terms and Conditions

2.1 These Terms and Conditions apply from the moment of publication on the Website and replace all previous terms and conditions relating to the parking facilities of MAA.

2.2 Access to parking facilities is granted exclusively subject to these terms and conditions, which form part of every parking agreement concluded between the parker and MAA.

2.3 These terms and conditions apply to all parking agreements.

2.4 If one or more provisions of these terms and conditions prove to be null and void, are annulled or otherwise lose their legal validity, the remaining provisions of these terms and conditions shall remain in force to the fullest extent possible, insofar as this is consistent with the purpose of these terms and conditions. The annulled provision shall be replaced by a valid provision that preserves the purpose of these terms and conditions.

Article 3 Parking Agreement

3.1 Parking agreements are concluded and deemed to have been established:

a. by means of a parking ticket obtained at the entrance to the parking facility or once a parker has become the holder of a parking ticket and uses this parking ticket to park a motor vehicle in/on the parking facility. In the event of disagreement as to whether the parking facility is being used, the fact that the parker is present in or on the parking facility with the motor vehicle shall be decisive;



- b. in the case of reserved parking, in the manner described in Article 2 of the special provisions for reserved parking in these terms and conditions;
- c. by entering and exiting using a debit card and/or credit card;
- d. by entering using licence plate recognition;
- e. by entering using a personal access code/assistance code;
- f. by means of a parking ticket ordered and received in advance;
- g. by granting access by means of an intercom call and admission by MAA management;
- h. by means of an agreement with MAA for the use of the parking facility.

3.2 The duration of a parking agreement is equal to the parking period.

3.3 The parker shall be assigned an arbitrary parking space within the parking facility, unless the parker and MAA have entered into an agreement in advance specifying a specific parking space or section of the parking facility.

3.4 Electric charging is available at the parking facilities if a parking space for electric charging is available. It is therefore not possible to reserve a parking space for electric charging. As MAA cannot guarantee that electric charging can be used, the motor vehicle must have sufficient energy or alternative fuel at the time of parking to be able to leave the parking facility. The parker must have their own charging card in order to charge the vehicle. MAA shall never be liable for any damage resulting from the use of a charging point.

Article 4 Access

4.1 A valid parking ticket or an accepted reserved parking booking, provided that sufficient space is available, entitles the parker to access the parking facility and park one motor vehicle.

4.2 MAA parking facilities are open 24 hours a day.

4.3 The Road Traffic Act, the regulations established pursuant to this Act, the Road Traffic Rules and Signs Regulations and the appendices thereto, as well as the regulations established pursuant to said regulations, also apply in/on the parking facilities.

4.4 If the parker in any way engages in misuse or improper use of the access ticket provided to them, or otherwise attempts to circumvent the electronic access, control and payment system, or assists third parties in doing so, MAA is entitled to deny the parker access to the parking facility with immediate effect. This denial of access shall be issued in writing by or on behalf of MAA and shall be accompanied by the simultaneous blocking of the access ticket.

4.5 Only motor vehicles with a maximum length of 5.00 metres, a maximum width of 2.00 metres, a weight of less than 3,000 kilograms and a maximum height of 3.00 metres are permitted to enter the parking facility. Trailers, caravans or other vehicles towed by the motor vehicle are not permitted in any of the parking facilities. In deviation from the limits specified in 4.5, buses may only be parked at the designated location.

4.6 MAA is entitled to refuse any motor vehicle access to the parking facility if it considers this desirable, taking into account reasonableness and fairness. This may occur, among other things, if MAA knows or suspects that a motor vehicle is carrying explosive or other hazardous substances, excluding motor fuel



contained in the designated fuel tank of the motor vehicle, or if MAA believes that the motor vehicle, due to its size and/or weight or because of items being transported with it, may cause damage to the surroundings in the broadest sense.

4.7 MAA is entitled, if MAA considers this necessary, to move vehicles and/or persons within the parking facility and/or to remove or have any vehicle removed from the parking facility. The condition of a vehicle may be a reason for MAA to remove or have the vehicle removed from the parking facility, without this resulting in any liability on the part of MAA. When assessing the necessity of moving and/or removing a vehicle, MAA shall act reasonably and with due care.

4.8 Motor vehicles parked in violation of the applicable regulations may be removed by MAA at any time at the expense and risk of the parker and, if necessary, removed from the parking facility.

4.9 MAA is entitled, if it considers this necessary, to fit or have vehicles fitted with a wheel clamp. When assessing the necessity of fitting a wheel clamp, MAA shall act reasonably and with due care.

4.10 Upon granting access, the licence plate of the motor vehicle will be registered and printed on the exit ticket in order to match the licence plate and exit ticket when exiting for security reasons. In addition, licence plate recognition will be used to verify the reservation, as described in Article 4.1.1 of the special provisions for reserved parking in these terms and conditions.

Article 5

Rules of Use

5.1 During their presence at the parking facility, the parker must comply with the provisions of the Road Traffic Act, the regulations established pursuant to this Act, the Road Traffic Rules and Signs Regulations and the appendices thereto, as well as the regulations established pursuant to said regulations.

5.2 The parker is bound by the Maastricht Aachen Airport airport regulations. The parker is also bound by subsequent amendments and/or new versions thereof as soon as they enter into force, unless these terms and conditions expressly deviate from such regulations. The current versions of the general terms and conditions and the airport regulations can be consulted at all times on the Website.

5.3 The parker is also obliged to follow instructions given by MAA personnel or third parties engaged by MAA for this purpose, to park the motor vehicle in the indicated or designated space and to behave in such a way that traffic in and/or around the parking facility is not obstructed and safety is not endangered.

5.4 Without the prior written permission of MAA, or without a reservation or after the expiry of the reservation period, a motor vehicle may not remain parked in/on the parking facility for more than 30 consecutive days.

After the expiry of this 30-day period, the parker shall owe MAA:

- The parking fee for 30 days of parking;
- The parking fee for each day or part thereof after the expiry of the 30-day period that the parker's motor vehicle remains present in the parking facility; and
- The parking fee for the reservation period if the motor vehicle was already present in the parking facility on the basis of a reservation before the 30-day period expired, without prejudice to MAA's right to additionally claim reimbursement of costs, damages and interest.

5.5 A motor vehicle that, without the prior written permission of MAA, or without a reservation or after the expiry of the reservation period, has remained in/on the parking facility for 30 consecutive days shall be



classified as an abandoned motor vehicle. MAA is entitled, without further notice of default and at the expense and risk of the parker, to move and store an abandoned motor vehicle (at MAA's discretion), both inside and outside the parking facility.

5.6 If MAA has the parker's contact details (due to a reservation), MAA shall make reasonable efforts to request or formally demand in writing that the parker remove or have the abandoned motor vehicle removed from the parking facility within 14 days of the request or formal demand. If, despite reasonable efforts, the parker's address cannot be established, a clearly visible written request for removal placed under the windscreen wiper of the abandoned motor vehicle shall suffice. If the parker has not collected the abandoned motor vehicle within 14 days of the request or formal demand, MAA may, without further notice of default, sell or destroy the abandoned motor vehicle (at MAA's discretion) if it has remained in/on the parking facility for more than 45 days and the entire outstanding debt owed by the parker to MAA has not meanwhile been paid, without prejudice to the provisions of Article 8 of these terms and conditions. In that case, MAA shall only be obliged to reimburse the parker the sale proceeds less the parking fee due, any fine and MAA's costs relating to the removal and temporary storage of the motor vehicle. If the parking fee due, any fine and the aforementioned costs of MAA exceed the proceeds from the vehicle, the parker shall pay all such costs to MAA.

Article 6 Restrictions on Use

6.1 It is prohibited to:

- a. use the parking facility for purposes other than parking motor vehicles;
- b. offer, distribute, sell or rent goods or services in, on or near the parking facility;
- c. use the parking facility for commercial activities without the written permission of MAA;
- d. advertise in, on or at the parking facility. If unauthorised advertising materials are found, the costs of removal shall be recovered from the party responsible;
- e. enter or drive onto the parking facility with trailers of any kind, including caravans;
- f. smoke or make open fires in the parking facility;
- g. bring or keep explosive, flammable or otherwise hazardous and/or harmful substances in the parking facility, with the exception of motor fuel in the normal fuel tank intended for this purpose of the motor vehicle;
- h. use the parking facility as a camping site;
- i. leave waste on or in the parking facilities, with the exception of small waste, which must be deposited in the designated bins.

6.2 The engine of a motor vehicle may only be running insofar as this is necessary for immediately entering or leaving the parking facility or immediately parking the motor vehicle.

6.3 The parker must park their motor vehicle in the designated and permitted parking facilities and spaces. It is not permitted to park a motor vehicle in/on any other locations than the designated and permitted parking facilities and/or in a location where a parking restriction applies. If the parker incorrectly parks their motor vehicle on MAA premises, a surcharge of €75.00 will be charged, in addition to the parking costs incurred for the relevant parking area. MAA is also entitled to move and/or remove or have incorrectly parked vehicles removed at the expense and risk of the parker, without this resulting in any liability on the part of MAA.



Article 7 Parking Fees and Payment

7.1 The parker owes a parking fee for the use of the parking facility. The parking fee is calculated according to the rates determined by MAA. The rates for reserved parking are stated on the Website and may differ from the parking rates for the use of parking facilities without a reservation. MAA reserves the right to change the rates.

7.2 After payment at a payment machine, the parking ticket gives the parker, until the time indicated on the payment machine, calculated from the time of payment, the right and opportunity to take the motor vehicle out of the parking facility. If this period expires without the parker having taken the motor vehicle out of the parking facility, a new parking period begins for which a new parking fee is payable. After payment for the new period, the procedure described above shall be repeated.

7.3 In the event of loss or absence of the parking ticket, a motor vehicle may only be taken out of the parking facility after the parker has paid the parking fee applicable at that time for each day or part thereof during which, in MAA's opinion, the motor vehicle was present in the parking facility. A receipt issued by the PMS does not constitute a parking ticket.

7.4 It is prohibited to leave the parking facility with a motor vehicle without having paid for the use of the parking facility and/or without MAA's permission. If this occurs, MAA shall charge the parker a penalty consisting of three times the applicable daily rate, with an additional penalty to cover costs and damages of a minimum of €75.00 and a maximum of €1,000.00, without prejudice to MAA's rights to claim any other actual consequential damages suffered. The aforementioned penalty does not affect MAA's right to charge the parker the actual parking costs if these are higher than the penalty. If the first claim is not paid, a second claim will follow after two weeks, which will also state that the motor vehicle concerned will be denied access to the parking facilities. It will also be stated that, if the motor vehicle concerned is found in one of the parking facilities, Article 8.5 of these terms and conditions will be applied.

Article 8 Liability

8.1 The parking agreement concluded between the parties does not include surveillance or security services. MAA excludes all liability for damage, theft, loss, etc. to/of the motor vehicle to be parked or parked and other property of the parker or occupants, unless the parker can demonstrate that this was caused intentionally or by gross negligence on the part of MAA.

8.2 MAA is furthermore not liable for deficiencies resulting from the use of the parking facility or from other services offered by or on behalf of MAA in the parking facility, unless the parker can demonstrate that this was caused intentionally or by gross negligence on the part of MAA.

8.3 The parker is liable for all damage caused by or as a result of the parker's use of the parking facility. Damage caused by the parker to the parking facility or PMS must be compensated for on site, unless, in MAA's opinion, the parker can provide sufficient security that the damage can be recovered from them. For determining the amount of the damage, an expert assessment prepared by or on behalf of MAA shall be decisive. The costs of this expert assessment shall be borne by the parker.

8.4 If the parker fails to fulfil any obligation imposed by law, local regulations and customs and/or the parking agreement concluded with the parker, including these terms and conditions, the parker shall be obliged to compensate MAA for all damage suffered or to be suffered as a result of the aforementioned failure. If MAA is required to issue a demand for payment, notice of default or other legal notice to the parker, or if legal proceedings against the parker are necessary, the parker shall be obliged to reimburse MAA for all costs incurred in this regard, both judicial and extrajudicial, unless the proceedings were initiated unjustifiably.



8.5 MAA is entitled at all times to retain the motor vehicle and take appropriate measures for this purpose for as long as all amounts that MAA is entitled to claim from the parker, whether pursuant to the parking agreement or on any other grounds, have not been paid.

8.6 A failure to fulfil an obligation cannot be attributed to MAA if it is due to a circumstance beyond MAA's control, as a result of which fulfilment of the obligations under the parking agreement can reasonably no longer be required of MAA by the parker. This includes, in any event, strikes, fire, government measures, operational disruptions and a failure by third parties to fulfil their obligations.

Article 9 Privacy Provisions

For the performance of the parking agreement, but also for matters directly related thereto, such as handling complaints, customer service, securing the parking spaces and refunding payments, MAA processes personal data. The processing of personal data of parkers takes place in accordance with MAA's Privacy Statement, which can be found on MAA's Website.

Article 10 Miscellaneous Provisions

10.1 MAA reserves the right to amend these terms and conditions. The most recent terms and conditions will be published on MAA's Website.

10.2 All written requests, notices, including formal demands, arising from or relating to these terms and conditions must be sent to:

Maastricht Aachen Airport BV

Attn. Parking Management

P.O. Box 1

6199 ZG MAASTRICHT Airport

E-mail: parkeren@maa.nl

Article 11 Applicable Law and Competent Court

11.1 All parking agreements shall be governed exclusively by Dutch law.

11.2 Any dispute between the parties in this regard shall be submitted exclusively to the competent court in the judicial district of Zuid-Limburg.

B – Special Provisions for Reserved Parking

In addition to the provisions of the General Provisions of these terms and conditions, the provisions contained in this Chapter B shall apply to reserved parking.

Article 1 The Parking Facility

1.1 The parker can reserve a parking space at a specific MAA parking area by placing a reserved parking booking via the Website, in which the exact reservation period must be specified.



1.2 The reserved parking booking only entitles the parker to park the motor vehicle in/on the parking facility associated with the relevant parking product, as specified on the Website. The reserved parking booking expressly does not entitle the parker to park in/on other parking facilities.

1.3 MAA reserves the right, for reasons it deems appropriate, to refer parkers who have made a reservation for a specific parking facility to one of the other parking facilities. If the parking rate of the alternative parking facility is lower than the parking rate of the parking facility reserved by the parker, MAA shall refund the amount of the parking fee overpaid by the parker. MAA shall never reimburse other costs, such as costs resulting from delays.

Article 2 Reservation, Modification and Cancellation of Reserved Parking Bookings via the MAA Website

2.1 The parker may only make a reservation for reserved parking by completing the booking form for the desired parking product via the Website.

2.2 The booking periods applicable to reserved parking are as communicated on the Website.

2.3 The reserved parking booking is subject to the availability of the number of parking spaces allocated to the relevant reserved parking product. If the parking spaces are no longer available, MAA will not accept the booking and will inform the parker as soon as possible.

2.4 The parker must provide the information requested in the booking form on the Website for the purpose of the reservation. Once the parker has made their selection, a complete overview will be displayed, accompanied by an indication of the parking fee due. The parker will then be asked whether they wish to proceed to the electronic payment facility to pay the parking fee due. If the parker subsequently clicks the button to finalise the payment, the parking agreement for the relevant reserved parking product is concluded with MAA and the parker is bound towards MAA by the reservation they have made.

2.5 After the reservation or booking has been finalised, MAA will confirm this by means of a booking confirmation sent by e-mail to the e-mail address provided by the parker. The parker is responsible for providing a correct and valid e-mail address. MAA is not liable for failure to receive the booking confirmation. The booking confirmation serves as proof of the existence and content of the parking agreement(s).

2.6 The statutory right of withdrawal does not apply to reserved parking. Agreements for the provision of services relating to the provision of parking facilities on a specific date or during a specific period are excluded from the right of withdrawal. The parker may modify or cancel their reservation if and insofar as the conditions set out in Article 2.7 are met.

2.7 The parker may modify or cancel their reservation no later than 12:00 noon on the day before the starting date of the reservation period via the link in the booking confirmation referred to in Article 2.5, which links to a special login module. The parker may then submit the modification or cancellation in the aforementioned login module.

2.8 In the event of cancellation of a Reserved Parking booking in accordance with the conditions set out in Article 2.6, the Parker will receive a voucher for the amount of the Parking Fee due or, upon request, the Parking Fee due will be refunded to their credit card/bank account, less €10.00 in administration costs.

2.9 Modification or cancellation of a reserved parking booking contrary to the conditions set out in Article 2.7 is not possible. In that case, there shall be no entitlement to a refund in any form whatsoever.



2.10 Reserved parking bookings that have not been booked directly with MAA (via the Website), but have been made/booked through third parties, cannot be cancelled or modified. Articles 2.6 through 2.8 therefore do not apply to these reservations.

2.11 It is not permitted to make a reserved parking booking for commercial purposes. A reserved parking booking is not transferable for commercial purposes.

2.12 When making a reserved parking booking, the parker may choose to add a cancellation option to their reservation for an additional fee. The price of this cancellation option is stated on the booking form on the Website. Only if the parker has added a cancellation option to their reservation when booking reserved parking via the Website, may the parker – notwithstanding the cancellation period referred to in Article 2.7 – cancel their reservation up to the starting date of the reservation period. In that case, the parking fee paid by the parker will be refunded less the price of the cancellation option.

Article 3 Parking Fees and Payment

3.1 The parker must pay the parking fee due for the reserved parking booking using one of the payment methods offered via the electronic payment facility on the Website. Approving the payment in that electronic payment facility constitutes the parker's explicit agreement to have the parking fee due debited from their credit card or bank account.

3.2 Payment by credit card or debit card is made using a secure payment page. The amount is charged when the booking is placed and a booking confirmation has been received.

3.3 If payment using one or more of the payment methods offered is rejected by the electronic payment facility, the booking will not be completed. The parker will be informed of this either immediately during the booking process or shortly thereafter.

3.4 An interim price change occurring after the parker has finalised the booking and before the starting date of the reservation period shall have no effect on the parking costs of the booking.

Article 4 Parking

4.1 For reserved parking, a number of identification methods may be selected by which the reservation is recognised when entering the parking facility, depending on the parking facility and/or parking product. Parkers may only activate their reserved parking booking in the manner described in Articles 4.1.1 and 4.1.2 below. Reserved parking bookings will not be activated if parkers enter the parking facility in any other manner.

4.1.1

Licence plate: The licence plate is automatically read when entering. When leaving the parking facility, the licence plate is automatically read again. If it is not read, the parker must enter the personal access code on the entry/exit terminal when entering or leaving the parking facility. If the reservation period corresponds with the parking period, the parker may leave the parking facility.

4.1.2

Personal access code: If the licence plate is not read when entering the parking facility, the parker must enter the personal access code received from MAA by e-mail at the entry terminal. The same procedure as described in Article 4.1.1 then applies.

4.1.3

If the parker enters the parking facility with a reserved parking booking in a manner other than that specified in Articles 4.1.1 and 4.1.2, for example by taking a parking ticket at the entrance to the parking



facility contrary to Articles 4.1.1 and 4.1.2, the reserved parking booking will not be activated. In that case, the parking ticket must be paid for at the payment machine and the parking rate stated at the entrance to the parking facility where the motor vehicle is parked shall apply. In that case, the parker cannot claim set-off or a refund of the parking fees payable against the parking fees already paid pursuant to Article 3 in connection with the reserved parking booking.

4.2 It is possible to enter the parking facility on an earlier or later date/time than the starting date of the reservation period, as well as to leave the parking facility on an earlier or later date/time than the end date of the reservation period, subject to the following conditions:

Earlier
entry

a.

If the parker who has made a reserved parking booking enters the parking facility on an earlier date/time than the starting date/time of the reservation period, entry is only possible using the personal access code/assistance code. In that case, the parker will be charged the overstay rate for the number of days up to the start of the reservation period. The overstay rate, as stated on the Website, applies per calendar day and must be paid separately by the parker at the payment machines.

Later
entry

b.

If the parker who has made a reserved parking booking enters the parking facility on a later date/time than the starting date/time of the reservation period, this will have no effect on the end date/time of the reservation period. The end date/time remains unchanged. The parker is furthermore not entitled to a refund of any part of the parking fees paid.

Earlier
exit

c.

If the parker who has made a reserved parking booking leaves the parking facility with their motor vehicle on an earlier date/time than the end date/time of the reservation period, the parking period shall end on the date/time on which the parker actually leaves the parking facility with their motor vehicle. It is therefore not possible to enter and exit the parking facility intermittently during the parking period. The first time the parker leaves the parking facility, the parking period automatically ends. The parker is not entitled to a refund of any part of the parking fees paid.

Later
exit

d.

If the parker who has made a reserved parking booking leaves the parking facility on a later date/time than the end date/time of the reservation period, the overstay rate will be charged for the period by which the reservation period is exceeded. The overstay rate, as stated on the Website, applies per calendar day and must be paid separately by the parker at the payment machines.

Earlier
entry and later exit



e.

If the parker who has made a reserved parking booking enters the parking facility on an earlier date/time than the starting date/time of the reservation period and also leaves the parking facility after the end date/time of the reservation period, the PMS may not recognise the reservation period specified in advance in the reserved parking booking and the reserved parking booking will not be activated. In that case, the parker must pay the full applicable parking rate for the entire period at the payment machines. In that case, the parker cannot claim set-off or a refund of the parking fees payable against the parking fees already paid pursuant to Article 3 in connection with the reserved parking booking.

Article 5 Personal Promotional Codes

MAA may provide users of reserved parking with promotional codes. The use of promotional codes is strictly personal and permitted solely for the purpose for which they were issued, namely to obtain a one-time discount on a reserved parking booking. In the event of misuse of promotional codes, MAA may reclaim the discount granted.

Article 6 Use of Free Parking Spaces During Absence

For certain airlines, as clearly communicated prior to the journey, it is possible to reserve a parking space free of charge using a unique code. This reservation must be made before departure and no later than prior to the holiday or (extended) absence via the designated booking procedure. Failure to make a timely reservation – despite this option being made available – shall result in the forfeiture of any right to reimbursement, refund or compensation afterwards. Any claim for a refund is expressly excluded in such cases.