

**GENERAL TERMS AND CONDITIONS CAR PARK  
WORLD FASHION CENTRE  
in Amsterdam**

World Fashion Centre Amsterdam  
B.V.  
Koningin Wilhelminaplein 13, 2.08.06  
Postbus 69000  
1060 CC Amsterdam

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## **GENERAL TERMS AND CONDITIONS CAR PARK WORLD FASHION CENTRE AMSTERDAM**

These General Terms and Conditions apply to every Parking Agreement and Storage Agreement entered into between the Owner of the Car Park and the Car Park User. Access to the Car Park will be provided solely subject to these General Terms and Conditions.

### **Article 1 – Definitions**

**Car Park:**

The car park including the areas and spaces associated with it on the Terheijdweg in Amsterdam.

**Owner:**

The owner and/or manager/operator of the Car Park and/or his/their representative or representatives.

**Car Park User:**

The owner/user of a vehicle that is placed in or at the Car Park, including contracting parties.

**Proof of Parking:**

Parking badge, exit ticket, parking pass, conference card, discount card, or subscription card intended for use of the Car Park.

**Parking Fee:**

The amount owed by the Car Park User for using the Car Park.

**Parking Agreement:**

Agreement that is established between Owner and Car Park User based solely on the holding of a Proof of Parking or solely on the use of the Car Park.

**Storage Agreement:**

Agreement between Owner and Car Park User that is intended for use other than one-off use, which is entered into in writing.

**Contracting Party:**

The party with whom the Owner has entered into a Storage Agreement.

### **Article 2 – Parking Agreement**

A Parking Agreement is deemed to have been established by the sole fact of holding a Proof of Parking or by the sole fact of using the Car Park.

In case of a disagreement as to whether use has already been made of the Car Park, the determining factor will be whether the Car Park User is present in the area belonging to the Car Park. The following General Terms and Conditions will then automatically apply.

### **Article 3 – Access**

- 3.1** Driving vehicles into or out of the Car Park is permitted solely during the opening hours indicated in or at the Car Park or at times agreed upon otherwise. The Owner is authorised to change these hours whenever necessary or for longer or open-ended periods of time.
- 3.2** The only vehicles that may be parked in the Car Park are passenger cars and so-called station wagons. The height of these vehicles may not exceed the clearance height indicated at the entrance to the Car Park. It is not permitted to park trailers of whatever nature, including caravans.
- 3.3** The Owner has the right to refuse entry to the Car Park to any vehicle if the Owner considers it necessary within the bounds of reasonableness and fairness. In particular, this will be the case if the Owner knows or suspects that a vehicle is transporting explosive or otherwise hazardous substances, excluding vehicle fuel in the reservoir of the vehicle intended for that purpose, or if the Owner is of the opinion that the vehicle, in view of its size and/or weight or the objects being transported by it, could cause damage to the surroundings.

### **Article 4 – Proof of Parking**

- 4.1** A vehicle will be permitted entry to the Car Park only with a valid Proof of Parking.
- 4.2** The Proof of Parking remains the property of the Owner, is not transferable, and must be returned to the Owner once its use is finished.

### **Article 5 – Parking Fee**

The Parking Fee is calculated in accordance with the rates set by the Owner, as indicated in the Car Park or at the entrance to the Car Park.  
The Owner is authorised to make changes to the rates at the Owner's discretion.

### **Article 6 – Payment**

- 6.1** The Parking Fee owned must be paid before the Car Park User exits the Car Park with his vehicle.
- 6.2** The Owner is always authorised to prevent the vehicle from exiting as long as any and all claims to which the Owner is entitled in relation to the Car Park User, on the basis of the Parking Agreement or any other basis, have not been complied with.

- 6.3** If the Car Park User cannot present a Proof of Parking, he will have to pay the rate that applies to a full 24-hour period for each day or part thereof that he has made use of the Car Park, to be determined solely by the Owner.

## **Article 7 – Use of the Car Park**

- 7.1** The Car Park User must follow the route indicated, follow any instructions given by the Car Park employees, park the vehicle at the spot indicated, and act in such a manner as not to interfere with other traffic in and/or at the Car Park and not to pose a risk to safety.
- 7.2** While present in the Car Park area, the Car Park User must behave in accordance with the provisions of the Road Traffic Act, the additional rules set down in this act, and the Road Traffic and Traffic Signals Regulations and its associated annexes as well as any additional rules set down on the basis of these regulations. If Car Park User does not comply with the above, the User will be liable for any resulting damage.
- 7.3** While parked, vehicles must be securely locked and the lights must be turned off. The passengers of vehicles that are parked in the Car Park are not permitted to remain in the vehicle any longer than is needed to park the vehicle in question.
- 7.4** After the vehicle has been parked, that passengers must leave the vehicle and the Car Park.
- 7.5** If and to the extent that the Owner and/or his employees think that a dangerous situation or obstacle exists or that a vehicle is parked improperly or instructions have been given by a government authority, or there are any other grounds that may make it necessary to do so, the Car Park employees are authorised to move vehicles inside the Car Park to a different location and to drive a vehicle into or out of the Car Park, without the Owner or the employee in question being held liable for any such actions.
- 7.6** It is forbidden to sell goods or to offer goods for sale or for rent in or at the Car Park.
- 7.7** It is forbidden to bring any explosive, flammable, or otherwise hazardous and/or harmful substances into the Car Park or to have them in one's possession, excluding vehicle fuels that are contained in the normal fuel reservoir of the vehicle intended for that purpose.
- 7.8** It is forbidden to carry out any repairs or other activities or to have any such activities carried out or to clean the vehicle in or at the Car Park.
- 7.9** The parked vehicle can be picked up only during the opening hours. The maximum permissible parking time is 4 weeks unless agreed upon otherwise in writing. After the expiration of this maximum period, the Car Park User will be obliged to pay, in addition to the Parking Fee normally owed, a penalty of €100 per day for each day that use is still made of the Car Park after the expiration of the maximum period, without any notice of default being required and without prejudice to the right of the Owner to claim additional or supplementary damages.

If use is made of the Car Park for more than three months, without any additional written agreement in place, then the Owner is authorised to remove the vehicle from the Car Park and to leave it on the public road without any resulting liability for the Owner.

## **Article 8 – Liability**

- 8.1** The agreement entered into between the Owner and Car Park User does not include any obligation to provide monitoring or security. The Owner cannot be held liable for theft or for the loss of any property of the Car Park User, nor does the Owner accept any liability for damage in whatever shape or form to the property of the Car Park User or for any bodily injury or other type of injury caused directly or indirectly by or as a result of using the Car Park. The above does not apply in the case of intentional actions or gross negligence on the part of the Owner or its managers. The Car Park User indemnifies the Owner against any and all liability towards third parties for any such damage caused by the Car Park User.
- 8.2** The Car Park User is liable for all damage caused by him through or as a result of using the Car Park. Any damage caused by the Car Park User to the Car Park or related equipment must be reimbursed on the spot unless the Car Park User and the Owner agree in writing that the damage in question may be recovered from the Car Park User, where an expert report prepared by or on behalf of the Owner will be the decisive factor in determining the amount of the damage. The cost of the expert report must be paid by the Car Park User.

## **Article 9 – Storage Agreement**

- 9.1** Unless provided for otherwise in this article or in the Storage Agreement, all the other provisions of these General Terms and Conditions apply in full to the use of the Car Park on the basis of a Storage Agreement.
- 9.2** The Owner will inform the Contracting Party in writing of any planned rate increases at least one calendar month before the starting date.
- 9.3** The Owner is free to change the rate even if the Storage Agreement was entered into only recently. The Owner will not increase the rate unless there are reasonable grounds for doing so.
- 9.4** If a Contracting Party does not wish to agree to the rate increase, he can cancel the agreement in writing within two weeks after having been informed by the Owner of the rate increase, in which case the agreement will end on the date that the rate increase first comes into effect.

- 9.5** If the Contracting Party fails to make payment of what is owed on the due date agreed upon, then, without prejudice to the other rights that the Owner may claim due to non-payment, the Contracting Party will be obligated to pay default interest in the amount of 1% (one percent) of the Parking Fee owed per month or part of a month that payment has not yet been made.
- 9.6** If the Car Park is used without the Parking Fee having been paid in a timely fashion, then the Owner is authorised to charge the Contracting Party a Parking Fee in accordance with the rate that applies to one-off use.
- 9.7** The Contracting Party is not permitted to lease his right to others, to give it to a third party for use by that party, or to transfer it. If the Owner discovers that the right in question is being used by a party other than the Contracting Party or for a different vehicle, then the Contracting Party will be obligated to pay a penalty of €50 for each hour that the other party makes use of the right in question, without any notice of default being required and without prejudice to the other rights of the Owner to demand additional and supplementary payment of damages.
- 9.8** The Contracting Party must return all the objects provided to him by the Owner, including the subscription card associated with the Storage Agreement and any keys provided, no later than on the last day of the Storage Agreement. If the Contracting Party fails to return the above goods in a timely fashion, then he will be obligated to pay a penalty of €50 per day for each day that he fails to return all the necessary objects to the Owner, without any notice of default being required, unless he informs the Owner in writing that the object in question was lost or is no longer functional, in which case he must pay the same amount of compensation as would have been the case if the object in question was lost or became unusable during the term of the agreement.
- 9.9** In all cases in which the Owner has a warning, notice of default or other writ served on the Contracting Party or if necessary procedures are initiated with regard to the Contracting Party, including cases in which the Contracting Party is forced to remove his vehicle from the Car Park, the Contracting Party is obligated to reimburse the Owner for all the costs incurred in that regard, including in-court as well as out-of-court expenses.
- 9.10** In case of late payment by the Contracting Party to the Owner, the out-of-court collection costs between the Contracting Party and the Owner will be set in advance at 15% of the unpaid sum with a minimum payment of €500. Payments made by the Contracting Party after the warning or summons has been issued will automatically first be used to pay for the costs mentioned above, even if the Contracting Party specifies otherwise upon payment.
- 9.11** Changes with regard to the Storage Agreement that become necessary as a result of decisions or instructions from government authorities, including instructions from the fire department, will not be able to serve as a reason for the Contracting Party to cancel the Storage Agreement. Any such changes or instructions will be treated in the same way as if they were literally included in the Storage Agreement.

- 9.12** If the Owner is not able, for whatever reason, to ensure that the Contracting Party is able to benefit, or benefit without any interruption, from his right, then the Contracting Party will not hold the Owner liable for any damage that may follow as a result. The above will also not serve as a reason for cancelling the agreement. If the Contracting Party has not been able to benefit from his right for more than one month due to facts and circumstances for which the Owner is the sole party responsible, then the compensation owed to the Contracting Party will only be equal to a proportional fraction of the Parking Fee.
- 9.13** If the Contracting Party wishes to change the agreement as a result of his purchase of a different vehicle, then the written Storage Agreement will be modified at the appropriate place, after which the Owner as well as the Contracting Party will have to indicate their agreement with the change by initialling the document at the appropriate place. Until both parties have initialled the Storage Agreement as described above, the Contracting Party will not be able to exercise any rights whatsoever with regard to the new vehicle. It should be noted that the Owner has full discretion in determining whether the new vehicle can be entered into the Storage Agreement.

## **Article 10 – Defects**

The Car Park User and the Owner hereby declare that the use of the Car Park does not qualify as a rental as referred to in Section 7:201 of the Dutch Civil Code. If and to the extent that this should nevertheless turn out to be the case, then the following will not be viewed as a defect/failure as referred to in Section 7:204(2) of the Dutch Civil Code:

- inability to obtain access to the Car Park on the part of a Car Park User, without prejudice to the right of a Contracting Party to reduce his payment obligation based on the provision in Article 9.12;
- the implementation of a wheel clamp policy as referred to in Article 11;
- moving the vehicle of the Car Park User to a different location, as referred to in Article 7.5, as well as any unlooked-for damage that might occur to the vehicle as a result of the move;
- theft of the Car Park User's vehicle or the loss of the Car Park User's property or any other damage that Car Park User may suffer as a result of the use of the Car Park by Car Park User;
- existing limited rights, qualitative obligations, and any requirements that were or still may be imposed by government authorities and utility companies with regard to the Car Park;
- bother or nuisance caused by other Car Park Users or Contracting Parties.

## **Article 11 – Wheel clamp policy**

If the Car Park User does not act in accordance with the General Terms and Conditions, then the Owner is authorised to use wheel clamps or have the vehicle towed away if need be. The Car Park User is obligated to reimburse the costs of installing or removing a wheel clamp in the amount of €50.

## **Article 12 – Disputes**

All disputes resulting from the agreement entered into between the Owner and the Car Park user, including the General Terms and Conditions at hand, will be adjudicated exclusively by the competent court in Amsterdam, which will settle the matter in accordance with Dutch law.