

## **General Terms and Conditions for Online Car Park Booking**

Updated on December 13th, 2022

*Although this translation has been executed with the greatest possible care and diligence, the original German version of this document shall be binding for resolving any disputes that may arise.*

The car park booking system and the use of Fraport AG's special parking offers, including "Terminal Parking", "Business Parking", "eParking" and "Holiday Parking", are subject to the following General Terms and Conditions. The version valid at the time of the booking applies.

1. By sending the booking form via the [parken.frankfurt-airport.com](https://parken.frankfurt-airport.com) website, the client is making a binding booking for a parking space.
2. After receipt, Fraport AG confirms the booking and indicates the parking time and location. The contract is concluded upon receipt of the booking confirmation.
3. Clients may cancel the contract as per the below-defined process as part of the legal cancellation policy, provided they act in the capacity of consumer as defined in art. 13 of the German Civil Code (BGB) when concluding the lease agreement. Consumers, as defined in art. 13 of the German Civil Code, are natural persons who conclude the lease agreement for purposes that cannot be attributed to their commercial or self-employed activities.

### **Cancellation Instructions**

#### **Right of Cancellation**

You have the right to cancel this contract without having to provide a reason within fourteen days.

The cancellation period is fourteen days starting on the day of contract conclusion.

To exercise your right of cancellation, you must notify Fraport AG, Parking and Mobility, D-60547 Frankfurt, Phone: +49 69 690 79455, Email: [parken.online@fraport.de](mailto:parken.online@fraport.de), via a definite statement (letter, fax, or email) of your decision to cancel this contract. You may use the enclosed sample cancellation form, but this is not mandatory.

In order to ensure compliance with the cancellation period, sending a message indicating that you are exercising the right of cancellation prior to the end of the cancellation period is sufficient.

#### **Consequences of Cancellation**

If you cancel this contract, we are obligated to reimburse you for all payments that we have received from you, including shipping costs (with the exception of additional delivery costs incurred by your selection of another delivery method than the cost-effective standard solution we offer) as soon as possible and no later than fourteen days following the date of receipt of your cancellation message. For this reimbursement, we will use the same means of payment that you used for the original transaction, unless we have made an express agreement to the contrary with you; under no circumstances will you be charged any fees for this reimbursement.

If you have requested that the services begin during the cancellation period, you are obligated to pay us an appropriate amount that corresponds to the portion of the services we will have already provided up to the time you notified us of exercising your right to cancellation of this contract, in proportion to the overall scope of service provision that was provided for in the contract.

**Sample Cancellation Form**

(If you wish to cancel the contract, please fill out this form and send it back to us.)

To  
Fraport AG  
Parking and Mobility  
60547 Frankfurt  
Email: [parken.online@fraport.de](mailto:parken.online@fraport.de)

I/we (\*) hereby cancel the contract I/we (\*) have concluded for the provision of the following service:

- Booking number
- Ordered on
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for physical messages)
- Date

(\*) Cross out all that does not apply.

- End of cancellation instructions -

## **I. General Regulations**

### **1. Lease Agreement**

The object of the contract is the leasing of parking spaces as per the booking confirmation (Lease Agreement).

By concluding a parking space lease agreement, Fraport is obligated to provide the client (Lessee) with a parking space for one-time parking of the client's vehicle, in one of the parking lots, specified in the booking confirmation, of Frankfurt Airport for a duration also specified in the booking confirmation, in exchange for payment of the amount of rent indicated in the booking confirmation. There is no entitlement to the allocation of a specific parking space.

### **2. Rent**

The use of a parking space at Frankfurt Airport is subject to rent. The rent for a parking space booked online is determined based on Section II Sentence 2 of these General Terms and Conditions.

Once payment is completed, the Lessee must immediately return to his or her vehicle and leave the parking area through the exit. If the Lessee remains in the parking lot longer than necessary for exiting, the payment fees as of the time of payment will be recalculated and will be due.

### **3. Parking Duration**

The maximum duration of parking is for 6 months, provided that no special agreement has been concluded. After the expiration of the maximum parking duration, the Lessor is entitled to remove and salvage the vehicle at the expense of the vehicle owner/Lessee, provided that a written notification (registered mail letter) was sent to the owner/Lessee or remained without effect, or that the value of the vehicle clearly does not exceed the rent due.

### **4. Right of Lien / Recovery**

The Lessor, due to its entitlements arising from the Lease Agreement, has a right of retention, as well as a statutory right of lien on the parked vehicle of the Lessee. If the Lessee is late in paying the amount due to the Lessor and/or if the owner/Lessee cannot be found, the Lessor can carry out the recovery 2 weeks after it was ordered, at the earliest.

### **5. Loss of Parking Receipt / Identification**

In the event of the loss of a parking receipt / identification, a declaration to this effect must be completed and signed with the operating staff, with presentation of the vehicle papers and a valid photo ID. In such cases, the minimum rent is the applicable daily rate as per the price list published and valid for that parking lot, unless the Lessee can prove a shorter duration or the Lessor a longer one.

### **6. Liability of the Lessor**

The liability of the Lessor is limited to intent and gross negligence. In the event of injury to life, limb, or health, the Lessor is liable without any restrictions to the full extent of applicable legal provisions. This also applies to breaches of duty by employees or representatives of the Lessor. Liability for indirect damage and subsequent damage is excluded. In the event of damage to or destruction of the parked automobile, liability is limited to the fair market value of the automobile or the damaged vehicle parts on the day of the damage (time value), with a maximum of EUR 20,000. Liability begins upon entering the parking lots and ends upon exiting the parking lots. The Lessee is obligated to report damage to the operating staff immediately via the indicated intercom and emergency call systems at the payment machines, the exit system, or the park service; in any case, visible damage must be reported before exiting the parking lots. If such a damage report from the Lessee is objectively not possible or feasible (e.g. nobody can be reached through the intercom), the Lessee must notify the Lessor of the damage in writing within three days (for visible damage) or seven days (for other damage) of leaving the parking lots. If the Lessee asserts damage compensation claims against the Lessor, the former is obligated to provide proof of the latter's culpable breach of contractual obligations. The Lessor and/or its auxiliaries and vicarious agents are not liable for damage caused by another Lessee or any other third party.

## **7. Liability of the Lessee**

The Lessee is liable for all culpable damage to the Lessor or third parties caused by the Lessee, his or her employees, representatives, or companions. Furthermore, the Lessee is liable for culpable soiling and damage to the parking lots.

## **8. Alternative Dispute Resolution**

There will be no participation in alternative dispute resolution before a consumer arbitration board.

## **9. Conditions of Use**

Only one automobile can be parked in each parking space. Parking automobiles outside marked spaces or in blocked-off parking spaces, as well as the parking of automobiles with no official license plates or of scrap vehicles, bicycles of any kind, or trailers of any kind without the corresponding towing vehicle is not permitted. In case of violation of the aforementioned regulation, the automobiles and/or trailers in question will be towed at the risk and expense of the owner/Lessee. The Lessee must comply with traffic signs, all other conditions of use, and any and all instructions given by the operating staff. Furthermore, traffic regulation provisions apply as relevant. The Lessor is entitled to move parked automobiles to another parking spot in the event that urgent operational requirements should arise. Maneuvering in the area of the barriers and pedestrian passage through the area of the barriers is forbidden. Liability is excluded in the event of noncompliance. Entering and remaining in the parking lots is forbidden if not done in the context of a concluded Lease Agreement for a parking space. Collections, advertisements, and the distribution of fliers or any other printed material will require the Lessor's prior written consent. This also applies to the distribution of marketing items and samples. There are cameras installed in the parking lots, which are used for temporary video recording and are clearly identified with a pictogram.

## **10. Data protection statement**

The Lessor electronically records the vehicle's license plate when entering and exiting. For long-term parkers, this is done to check access authorizations and control traffic flow on the basis of Article 6 I b) GDPR and, for short-term parkers, in accordance with Article 6 I f) GDPR on the basis of the Lessor's legitimate interest in preventing fraud. Recordings of short-term parkers' license plates are deleted 24 hours after leaving. Long-term parkers' license plates are recorded when they enter and exit, converted into a hash value, compared against the database for access authorization and stored until the long-term parker terminates the contract with the Lessor or removes the license plates. This personal data is not shared with third parties unless the Lessor is obliged to provide this data to law enforcement agencies. In parking areas without electronic license plate detection, vehicle license plates are recorded manually to support customer processes (loss of ticket, parking space to locate the vehicle) and for operational reasons (to enforce the Parking User Regulations, avoid fraud, identify drivers, remove vehicles that have exceeded the parking limit) and stored electronically in accordance with Article 6 I f) GDPR. The license plates recorded in this way are deleted after no more than five days if the vehicle has left the parking area according to the rules, or until the vehicle is removed from the parking area if it has exceeded the parking limit. Parking facilities are also fitted with cameras used for temporary video recording and to manage operations (e.g. traffic flow management, help at machines, parking operations management, removing obstacles). This is in accordance with Article 6 I f) GDPR. These camera recordings are automatically stored for up to 72 hours after they are taken. The recordings are automatically overwritten after this time (ring memory). In the event of an incident, the relevant parts of the recordings can be stored manually for a longer period of time. This image data is deleted once it is no longer required to establish what happened and/or as evidence. This personal data is not shared with third parties unless the Lessor is obliged to provide this data to law enforcement agencies. You are entitled at all times to information about the data we process, to request its rectification, erasure and, where applicable, restriction in accordance with Articles 13, 14 GDPR and to object to data processing. You can find more information about this processing at [privacy-statement.fraport.com](https://privacy-statement.fraport.com).

## **11. Contractual Penalty and Banning**

If upon exiting, the Lessee does not use the medium (parking ticket / parking card) provided for such purpose and assigned to the automobile, the Lessee must pay a contractual penalty of 250.00 € to the Lessor. The Lessor expressly reserves the right to assert damages in excess of this; however, the contractual penalty paid must be deducted from this amount. Repeat failure to use or misuse of the parking ticket / parking receipt may result in the imposition of a ban from the premises. Furthermore, the Airport User Regulations apply in their current version. For long-term parking clients, the general contractual terms and conditions for long-term parking also apply. Frankfurt/Main is the legal venue, unless otherwise stipulated by mandatory legal provisions.

## **II. Special Regulations**

### **1. QR code**

The client will receive a QR code by email as identification after conclusion of the contract. The QR code serves as identification for entry and exit. The client is responsible for having the QR code at the time of entry and exit. The QR code cannot be transferred or sold and is exclusively for personal use.

In the event of loss of the QR code, Fraport AG is not liable for misuse by third parties. In the event of this, the client is obligated to pay the rent according to the price list published at the respective parking area.

The QR code is valid exclusively for the booked times of entry and exit.

### **2. Rent**

The prices indicated in the car park booking system apply for advance booking via the car park booking system. The prices are only effective for advance booking and are only valid for the booked period and parking area. Prices include sales tax at the applicable percentage.

The rent must be paid immediately after the booking order is sent. Upon request, the client will receive an invoice by email after contract conclusion with the data specified in the booking.

No repayment / no partial repayment of the rent will occur if the parking period is shortened. If the parking time extends beyond the booked period, the rent for the period of extension will be charged from the end of the booking period as follows: Terminal Parking 6.00 € for each additional hour and up to 39.00 € per day, Holiday Parking 2.50 € for each additional hour and up to 20.00 € per day, Business Parking and eParking 7.00 € for each additional hour and up to 42.00 € per day.

### **3. eParking**

The General Terms and Conditions for Online Car Park Booking apply to parking spaces equipped with a charging station for electric vehicles, with the following additions:

Only electric vehicles may be parked in the duly marked parking spaces equipped with a charging station for electric vehicles.

The Lessee has the right to use the charging station situated by the parking space for the purpose of charging the electric vehicle parked in the parking space for the duration of the rental period. The charging station does not have a charging cable at the charging point – the Lessee must bring a charging cable (standard plug type 2).

Before concluding the lease agreement on the parking space, the Lessee must obtain information on the technical compatibility of the charging station with the charging point and on the charging process of the electric vehicle to be charged, and must ensure that the electric vehicle to be charged and the charging cable meet the essential technical requirements for the charging point and the charging process.

The Lessee must always exercise due care when using the charging station. He or she must obtain information on correct handling of the charging station and the charging point before commencement of use. In the event of doubt regarding correct operation, the Lessee must first obtain sufficient information from the Lessor.

Any discernible damage to the charging station, in particular damage to the charging point, must be communicated to the Lessor without delay. Charging processes must not be commenced in the event of discernible damage to the charging point/charging cable. Commenced charging processes must be stopped immediately. The same applies in the event of discernible foreign objects on or in the charging point, particularly on the socket/connector or on the plug.

#### **4. Cancellation**

Cancellation of booked services is essentially possible under the following conditions. Cancellation must be done in writing (letter, fax, email) or online indicating the booking number. The date of receipt by Fraport is decisive for cancellations, rebookings, and subsequent changes. Late changes, rebookings, or cancellations – for any reason whatsoever – cannot be taken into account.

Cost for cancellation:

Cancellation is free of charge up to 24 hours before the start of the reservation, after that cancellation costs of 50% of the invoice amount will be charged. If you cancel after the start of the reservation, there will be no refund.

In the event of cancellations, Fraport AG also reserves the right to demand that the client return the contract documents he or she has received.

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