

PARKING GENERAL TERMS AND CONDITIONS

Version of January 2025

JAARBEURS B.V. PARKING GENERAL TERMS AND CONDITIONS

Article 1 – Definitions

The terms listed below have the following meaning in these Parking General Terms and Conditions:

- 1.1 Season Ticket: an agreement granting the Season Ticket Holder the right to use the Car Park under certain conditions and during an agreed period, at a fixed season ticket rate.
- 1.2 Season Ticket Holder: the person who has a Season Ticket granting him or her the right to use the Car Park under certain conditions and during an agreed period.
- 1.3 Parking General Terms and Conditions: these Parking General Terms and Conditions drawn up by Jaarbeurs.
- 1.4 Reserved Parking: an agreement between the Car Park User and Jaarbeurs granting him or her the right to use the Car Park under certain conditions and during a specific short period of one or more days or half days, at a fixed rate.
- 1.5 Jaarbeurs: Jaarbeurs B.V., a private limited liability company, having its registered office and maintaining a place of business at Jaarbeursplein in Utrecht.
- 1.6 Jaarbeurs Complex: all the buildings and sites used by Jaarbeurs for the operation of its activities.
- 1.7 Car Park User: anyone who parks or intends to park a Vehicle in the Car Park by reserving a Parking Space, including Season Ticket Holders. If it is unclear who parked the Vehicle in the Car Park, the registered owner of the Vehicle is considered the Car Park User.
- 1.8 Parking Agreement: the agreement entered into between Jaarbeurs and the person who reserves a Parking Space, including Season Ticket Holders, or the person who enters the Parking Facility with or without a Vehicle.
- 1.9 Car Park: the P2, P4 and P6 car parks at the Jaarbeurs Complex in Utrecht, shown in the map at www.jaarbeurs.nl/bereikbaarheid.
- 1.10 Parking Ticket: the means chosen by the Car Park User and designated by Jaarbeurs – such as an entry card or proof of purchase based on a registration number – that gives access to the Car Park and that Jaarbeurs can use to determine the moment of entry into and departure from the Car Park.
- 1.11 Parking Fee: the amount payable by the Car Park User for the use of the Parking Facility. For Reserved Parking and Season Ticket Holders, the Parking Fee consists of the fixed rate and (if applicable) a fee for the parked hours outside the Reserved Parking or Season Ticket.
- 1.12 Parking Space: an outlined or otherwise demarcated space in the Car Park designated for parking a Vehicle.
- 1.13 Red Days: the days on which Jaarbeurs expects crowds at the Car Park and may deny Season Ticket Holders access to the Car Park, described in more detail in Article 9 of these Parking General Terms and Conditions.
- 1.14 Vehicle: all motor vehicles subject to compulsory registration with the Netherlands Vehicle Authority (*Rijksdienst voor het Wegverkeer* or *RDVV*).

Article 2 – Applicability of these Parking General Terms and Conditions

- 2.1 These Parking General Terms and Conditions govern all Parking Agreements entered into. Access to the Car Park is granted only subject to these Parking General Terms and Conditions.

Article 3 – Obligations of Jaarbeurs

- 3.1 Jaarbeurs provides the Car Park User with one free Parking Space per Vehicle without a fixed designated space in the Car Park. If the Car Park is full, a Vehicle may no longer access the Car Park. If a Vehicle cannot find a free Parking Space in the Car Park, it must leave the premises within fifteen (15) minutes to avoid any Parking Fee being payable to Jaarbeurs. Not being able to enter the Car Park or of not finding a free Parking Space is at the risk of the Car Park User, except in cases where the Car Park User can claim a refund of the Parking Fee, described in more detail in Article 8 and Article 9 of these Parking General Parking Conditions.
- 3.2 Jaarbeurs makes every effort to state on its website www.jaarbeurs/bereikbaarheid on which days the Car Park is closed or (such as on Red Days) large crowds are expected due to visitors of an event in the Jaarbeurs Complex. The Car Park User cannot base any rights on this best effort obligation.

Article 4 – Access requirements

- 4.1 The Car Park User may use the Car Park only with a valid Parking Ticket. The Car Park may be used only to park Vehicles and not for other purposes.
- 4.2 Vehicles may enter and exit the Car Park only during the opening hours stated in or at the Car Park. The opening hours are determined by Jaarbeurs.
- 4.3 Only the Vehicle types stated at the entrance to the Car Park will be admitted to the Car Park.
- 4.4 Jaarbeurs may at any time refuse a Vehicle access to the Car Park if it considers this desirable, subject to the rules of reasonableness and fairness, for instance if Jaarbeurs believes that the Vehicle may cause damage, hindrance or unsafe situations in the Car Park due to its size or weight, or the materials or substances it is carrying.
- 4.5 Jaarbeurs and any third party engaged by it may, if they consider it necessary, move Vehicles and persons within the Car Park and remove them or have them removed from the Car Park, without Jaarbeurs or its personnel being liable in this regard. Jaarbeurs and any third party engaged by it will exercise reasonable and due care when assessing such need to move or remove persons or Vehicles. Any costs involved in having vehicles moved or removed from the Car Park are payable by the Car Park User.

Article 5 – Use of the Car Park

- 5.1 The Car Park User enters and uses the Car Park entirely at his or her own risk.
- 5.2 In addition to the provisions of these Parking General Terms and Conditions, the Car Park User must comply with the relevant laws and regulations at the Car Park and the Vehicle must meet the requirements imposed by law. These in any event include the *Wegenverkeerswet* (Road Traffic Act) and the *Reglement verkeersregels en verkeerstekens* (Road Traffic and Traffic Signals Regulations).
- 5.3 The Car Park User must park the Vehicle within the designated Parking Spaces and act in such a manner as not to impede traffic in the Car Park and not to endanger safety. It is not permitted to occupy more than one Parking Space with a Vehicle, unless otherwise stated in the Car Park. Parking outside the indicated Parking Spaces is permitted only with Jaarbeurs's prior written consent. It is also not permitted to leave unattached trailers in the Car Park.
- 5.4 Any Vehicle parked in the Car Park must be locked, the lights must be turned off, the engine must be turned off, and the occupants must exit the Vehicle and the Car Park.
- 5.5 The Car Park may not be used for any purpose other than parking Vehicles, in any event including but not limited to:

- (i) offering, selling, renting out or distributing goods or services in or at the Car Park; and
 - (ii) carrying harmful, explosive, combustible or flammable substances and materials in the Vehicle or in the Car Park.
- 5.6 A Car Park User who is not a Season Ticket Holder may park in the Car Park for a maximum of 30 consecutive days, after which Jaarbeurs may move and/or remove the Vehicle in accordance with the provisions of Article 4.5 of these Parking General Terms and Conditions.
- 5.7 The Car Park contains Parking Spaces with charging points for electric vehicle charging. These Parking Spaces may be used only if the Vehicle is connected to the charging point. Separate terms and conditions apply to the use of charging points, which are depicted at the charging point. After the Vehicle has been fully charged, the Car Park User must remove the Vehicle from the Parking Space with the charging point as soon as possible.

Article 6 – Parking Fees

- 6.1 A Parking Fee is payable by the Car Park User for the use of the Car Park. The Parking Fee is determined based on the parking rates applicable from time to time and listed on the Jaarbeurs website and the signs at the entrance to the Car Park. In the event of inconsistency, the rates on the Jaarbeurs website prevail. The parking rates are per hour and are subject to a maximum daily rate. This provision does not apply to Reserved Parking and Season Ticket Holders insofar as use of the Parking Facility is subject to the conditions set out in Article 8 and Article 9 of these Parking General Terms and Conditions, respectively.
- 6.2 The Car Park User must pay the Parking Fee before the Vehicle leaves the Car Park.
- 6.3 The Parking Fee can be paid to Jaarbeurs in the following manner:
- (a) Reserved Parking and Season Tickets in advance, via the Jaarbeurs website: by Ideal, credit card, Sofort or Bancontact;
 - (b) by entering the registration number or entry card at a pay machine at the Car Park and direct payment based on the hours parked: by debit card or credit card; and
 - (c) via the Jaarbeurs website by scanning the QR code on the entry card: by Ideal, credit card, Sofort or Bancontact.

Article 7 – Liability

- 7.1 The Car Park User is liable for any direct or indirect damage that he or she causes at the Car Park, including but not limited to personal injuries, damage to property, consequential damage and trading loss.
- 7.2 Jaarbeurs is not liable for any form of direct or indirect damage incurred by the Car Park User at the Car Park, including but not limited to personal injuries, damage to property, consequential damage, trading loss, and damage due to theft, destruction or any other cause, except in the event of intent or gross negligence.
- 7.3 Loss of the Parking Ticket is at the expense and risk of the Car Park User. Jaarbeurs is not liable for any additional costs resulting from loss of the Parking Ticket.
- 7.4 Jaarbeurs is not liable for any costs and damage resulting from incorrect or partially incorrect information on, or the non-functioning or partial non-functioning of, the Jaarbeurs website or any relevant parking-related website, portal or application.

Article 8 – Reserved Parking

- 8.1 This article applies only to Reserved Parking.

- 8.2 Jaarbeurs offers via its website, the possibility of reserving a Parking Space at the Car Park based on a Vehicles registration number for a specific short period of one or more days or half days, at a fixed rate.
- 8.3 The Car Park User reserves only the availability of one free Parking space, without a fixed designated location in the Car Park.
- 8.4 It is not possible to reserve a Parking Space with a charging point for electric Vehicle charging.
- 8.5 The Car Park User must pay the Parking Fee for the intended parking period before using the Car Park.
- 8.6 The Car Park User may change specific dates of the reservation up to 48 hours before the start date of the reserved parking period. The reservation can be changed via the Jaarbeurs website.
- 8.7 The Car Park User cannot cancel a reservation and, subject to the provisions of this article, the Car Park User cannot claim a refund.
- 8.8 If the Car Park User uses the Car Park for longer than planned and included in the reservation confirmation, Parking Fees are payable by him or her for the additional parking period in accordance with the usual rate that applies from time to time.
- 8.9 Jaarbeurs may at any time refuse or cancel a reservation without stating any reason. Jaarbeurs will inform the Car Park User accordingly as soon as possible. If Jaarbeurs decides to refuse or cancel a reservation, no costs or compensation are payable by Jaarbeurs to the Car Park User, except for the Parking Fee already paid in advance. If the Car Park User cannot enter the Car Park on arrival, for instance because the Car Park is full, the Car Park User must contact the Jaarbeurs Visitor Service to claim a refund. The contact details of the Jaarbeurs Visitor Service can be found on the Jaarbeurs website.
- 8.10 The Parking Ticket supplied by Jaarbeurs is and remains the property of Jaarbeurs and without Jaarbeurs's prior written consent it is in no event permitted:
 - (i) to resell the Parking Ticket to any other party or otherwise to directly or indirectly make the Parking Ticket available to any other party for commercial purposes;
 - (ii) to offer the Parking Receipt in commercial communications – in any manner – or otherwise to refer to the Parking Ticket.
- 8.11 Jaarbeurs may at any time refuse reservations from persons suspected of being, or found to be, guilty of the prohibition in the preceding paragraph.

Article 9 – Season Tickets

- 9.1 This article applies to Season Ticket Holders only.
- 9.2 Jaarbeurs offers Season Tickets. The Season Tickets are offered only for a fixed term, as set out in more detail on the Jaarbeurs website.
- 9.3 A Season Ticket entitles the holder only to one free Parking Space, without a fixed designated location in the Car Park.
- 9.4 If the Season Ticket Holder uses the Car Park after the Season Ticket expires, the Parking Fee for the additional parking period is payable by the Season Ticket Holder in accordance with the usual rate that applies from time to time.
- 9.5 Season Tickets are subject to the rates that apply from time to time. Changes in Season Ticket rates do not apply current fixed-term Season Tickets.
- 9.6 Changes to a Season Ticket or to these Parking General Terms and Conditions necessitated by government decisions or directions (including directions from the Fire Service) do not entitle the Season Ticket Holder to a refund of season ticket fees or termination of the Season Ticket.

- 9.7 Jaarbeurs may set a maximum of 30 Red Days per calendar year for Season Ticket Holders, on which the Season Ticket does not guarantee access to the Car Park when no more Parking Spaces are available. Jaarbeurs reserves the right to adjust the maximum number of Red Days per calendar year if it considers it necessary. Any changes to the maximum number of Red Days per calendar year will be communicated by Jaarbeurs no later than two (2) months before the new calendar year via www.jaarbeurs.nl/bereikbaarheid.
- 9.8 Season Ticket Holders are not entitled to reimbursement of Season Ticket fees for Red Days on which they cannot enter the Car Park. The exact dates of Red Days will be communicated no later than one (1) month in advance via the Jaarbeurs website.
- 9.9 A Season Ticket only entitles the Season Ticket Holder to park a Vehicle in the Car Park for daily use. The Season Ticket Holder therefore may not use the Car Park (for instance) to park a Vehicle for a long period of time by not moving it. Jaarbeurs regularly monitors the use of the Car Park through the registration of licence plates. Jaarbeurs may terminate a Season Ticket if it finds that, in its opinion, a Season Ticket Holder is using the Car Park in an incorrect manner.
- 9.10 A Season Ticket is linked to a vehicle registration number. The Season Ticket Holder may change a vehicle registration number no more than twice via the Jaarbeurs website for, the duration of the current Season Ticket. Jaarbeurs reserves the right to charge an administration fee for more than two changes of the vehicle registration number.

Article 10 – Personal data

- 10.1 Jaarbeurs collects personal data (including vehicle registration number, name and e-mail address) for the registration of Season Ticket Holders and Reserved Parking. When a vehicle enters and leaving the Car Park, Jaarbeurs conducts registrations and checks on the basis of the vehicle registration number.
- 10.2 Jaarbeurs monitors the car park using cameras.
- 10.3 More information on the manner in which Jaarbeurs processes personal data can be found in Jaarbeurs's privacy statement. This privacy statement can be found at www.jaarbeurs.privacystatement.

Article 11 – General provisions

- 11.1 These Parking General Terms and Conditions are governed by Dutch law.
- 11.2 All disputes arising between Jaarbeurs and the Car Park User under the Parking Agreement will be settled by the competent court of Midden-Nederland, Utrecht location.
- 11.3 If any provision of these Parking General Terms and Conditions is void or voided, the other provisions of these Parking General Terms and Conditions will remain in full force and effect. Jaarbeurs will then draw up a new provision to replace the void or voided provision that is as closely as possible in keeping with the purport of the void or voided provision.
- 11.4 Jaarbeurs may amend these Parking General Terms and Conditions at any time. The Parking General Terms and Conditions that then come into effect replace all earlier versions, unless Jaarbeurs expressly decides otherwise.

Jaarbeurs B.V. has its registered office in Utrecht and is registered with the Chamber of Commerce in Utrecht under number 30149551. These General Terms and Conditions (January 2025) have been filed with the Chamber of Commerce in Utrecht under number 30149551.