

## Algemene voorwaarden behorende bij eenmalige parkeerovereenkomsten

### A. GENERAL

- The present policy and agreement governs the mutual understanding between the Client on the one hand and the Provider, herein referred to as N.V. CAR HOTEL, on the other and is valid for all parking actions undertaken under the jurisdiction and supervision of N.V. CAR HOTEL. Touching the uses of and accepting the parking facilities and services provided by N.V. CAR HOTEL, the Client acknowledges acquaintance and understanding of the conditions pertaining thereto and consents to be subject to such as they relate to the agreement between the Client and the Provider herein.
- N.V. CAR HOTEL provides in its basic service the parking and the supervision of the vehicle placed in its care for such purposes. It is understood that extra services not included in the basic services provision shall be subject to additional charges and conditions by mutual agreement between the two Parties herein.
- N.V. CAR HOTEL reserves the right of determination as to which of its supervised locations it shall select to park the vehicle given in its care (Brucargo, indoor or outdoor parking) as well as the right to determine a particular parking area within one of the locations under its supervision. N.V. CAR HOTEL commits itself to liability for the perils of transport between its parking locations, provided such transport is carried out by its own good services.
- The action of parking the vehicle, known for purposes of the present agreement as Transfer, shall be carried out exclusively by a N.V. CAR HOTEL parking attendant. To ensure the safety of the driver during said Transfer, the ergonomics of the vehicle shall be adapted to the physical dimensions of the driver, whereby is meant necessary adjustments in the position of seats, mirrors, windows and suchlike. It is mutually agreed that relating hereto no complaints shall be accepted from the Client by the Provider.
- The Provider shall only return the vehicle to the Client upon the latter's presentation of the relevant parking ticket accompanied by payment of amount due in settlement of account. It is mutually and expressly agreed that the vehicle in question shall be surrendered to whosoever presents the parking ticket pertaining to the transaction in question and pays the charges due. Consequently the Client absolves the Provider from any future search action regarding the rightful entitlement and ownership of the vehicle in question.

In the case of theft or loss of the parking ticket by the Client, it is the responsibility of the Client to notify N.V. CAR HOTEL without delay of such eventuality either by fax or telephone call confirmed by subsequent fax. Failure to do so shall result in the Provider's disclaimer of any responsibility and/or liability in the matter of return of vehicle in question and the Client shall have no recourse against the Provider in any way or manner whatsoever in subsequent procedure relating to this matter.

### B. RATES

- N.V. CAR HOTEL shall provide the services stipulated herein at such rates as are in effect at the time of transaction, being the surrendering of the vehicle for the period of time as agreed in the contract. Said rates, inclusive of VAT, are posted publicly in the area of reception and are valid from 00.00 to 24.00 hours. The parking rate is calculated on the following basis: 75% in compensation for handling and insurance charges; 25% in compensation for the storage of the vehicle.
- Any time of the 24-hour diurnal period shall be considered as the conclusion of a 24-hour day and shall be thus computed. In the event that the vehicle in question shall be asked to be discharged because of flight cancellation for whatever cause or because documents or physical objects were left behind in the vehicle or somewhere else, the full day-rate shall be charged. Acts of God shall not be accepted. It shall be the duty of the Client to settle in full charges for days complementary to the parking services originally requested and agreed upon. In the event of a vehicle discharge prior to the originally agreed-upon date, N.V. CAR HOTEL shall reimburse the Client for such period of unrendered service under the terms of the agreement.
- Where disputes arise over the proper execution of additional services, it remains nonetheless incumbent upon the Client to settle the account as presented. The Client shall then submit to the Provider his complaint in writing by registered mail within 8 (eight) days from the discharge of the vehicle. Complaints shall be considered for follow-up only upon presentation of a copy of the parking ticket.
- Settlement in full of the amount due is required at the time of surrender of the vehicle for garaging. The Client unconditionally accepts the right of N.V. CAR HOTEL to retain possession of the vehicle in question in the event of default of payment. The vehicle in question shall in such a case remain parked subject to the same conditions until complete settlement of the account.

### C. SURRENDER OF THE VEHICLE

- It is understood that at the surrendering of the vehicle by the Client and prior to its parking by the Provider, the vehicle shall be thoroughly screened automatically or manually to record and assess such damage as is determinable by visible inspection. It is incumbent upon the Client to report all existing damage to the vehicle in question at the time of surrender.
- It is incumbent upon the Client to retract the vehicle's antenna(s) and to store all goods left behind safely locked-away inside the trunk.
- Baggage tags shall be surrendered by the Client prior to leaving the reception area of N.V. CAR HOTEL. Failure to do so shall absolve N.V. CAR HOTEL from any and all responsibility in cases where the Client's baggage does not reach the airport, does reach it with delays, or becomes misdirected.

### D. CLAIMS FOR DAMAGE

- All vehicles, while under the care of and parked in areas under the jurisdiction of N.V. CAR HOTEL, are insured against fire, theft, and material damage as understood under the terms of N.V. CAR HOTEL's policy with the N.V. AG insurance company, policy # 213760. The liability of N.V. CAR HOTEL is at all times and under all circumstances limited to the relevant clauses as stipulated in the said insurance policy.
- No cover shall attach herein for claims for damage against N.V. CAR HOTEL and/or its insurer in the following instances:
  - damage non-apparent by optical/manual inspection of exterior (e.g., body, chassis et cetera)
  - damage recorded at the moment of reception screening of the vehicle
  - damage as a result of technical defects, hidden defects, or defects in maintenance such as, for instance, oil and/or anti-freeze levels too low, run-down battery, flat and/or leaking tire, these examples being non-restrictive
  - damage to or loss of goods external to and forming no intrinsic part of the vehicle
  - damage as a result of excessive car wash use and/or excessive cleaning practices
  - damage as a result of natural elements such as tomatoes, snowstorms, windstorms, rainstorms, sandstorms, hailstorms, sunlight, and other suchlike natural phenomena
  - damage to windows and siphon installations and/or breakage of glass as well as to alarm installations, regardless of the cause thereof
  - damage to the interior of the vehicle and flat tire at the parking site itself
  - damage to the vehicle caused by the Client while driving vehicle onto N.V. CAR HOTEL property, either on the entrance or exit ramps or on parking areas generally
  - dirty and neglected state of the vehicle
  - damage caused during the extending of assistance in cases of vehicle breakdown
- In cases of a warranted damage claim as determined by expert report from the insurer of N.V. CAR HOTEL, and where it is determined that the vehicle has been rendered non-usable as a result of the damage sustained, a courtesy vehicle will be placed at the Client's disposal for a maximum period of 5 (five) days. In cases where the damaged vehicle remains operational, no courtesy car will be provided to the Client and no compensation for loss of use shall be paid out.

### E. VEHICLE DISCHARGE

- It is the duty of the Client to inspect thoroughly the vehicle prior to its discharge. The Client expressly renounces all future right of complaint against N.V. CAR HOTEL and/or its

insurer in case he/she departs from the Provider's parking premises without a formal formulation of claim for damage.

- Reporting of possible/alleged claims and elaborations thereof are considered only if they are accompanied by presentation of the Client's parking ticket.
- It is the duty of the Client, on noticing damage prior to his/her leaving the business premises of N.V. CAR HOTEL, to report such damage by presenting the vehicle without delay to the scrutiny of a N.V. CAR HOTEL inspection. To this end, the Client commits himself/herself to the payment of a guarantee-inspection fee of 25,00 euro. If N.V. CAR HOTEL is held responsible for the reported damage to the vehicle, this guarantee of 25,00 euro will be refunded to the Client. In the opposite case, the guarantee becomes unrecoverable and is retained by N.V. CAR HOTEL.
- In each and every case of claim for damages, N.V. CAR HOTEL reserves the right to have the vehicle in question inspected without prejudice by an expert automotive technician appointed by its good self. It is understood that both the Client and N.V. CAR HOTEL shall submit to the judgment of the technician, without further recourse. The cost for services of the expert technician shall be borne by the party against whom the unfavorable judgment is rendered.
- The Client shall renounce any action or claim for compensation in cases of delays in the discharge of the Client's vehicle, in such cases where delays are attributable to external circumstances such as traffic jams, weather conditions, problems of a mechanical nature, premature pick-up of vehicle by Client, blocking of Client's vehicle in the parking lot by another (defective) vehicle, and suchlike diverse foreseeable and unforeseeable occurrences.
- In cases where it happens that the Client's vehicle, through the responsibility of N.V. CAR HOTEL, but excluding damage to the vehicle or other external causes, cannot be discharged on the contracted day, N.V. CAR HOTEL shall place a courtesy car at the Client's disposal for a maximum period of 5 (five) days. It shall be understood, however, that compensation for loss of use shall never be part of the agreement.
- In cases where it happens that the Client, for reasons mentioned in the present contract, cannot claim the use of a replacement car courtesy of N.V. CAR HOTEL, the Client can, however, submit for a courtesy car, which will be supplied, if available, by N.V. CAR HOTEL for a maximum period of five (5) days, price and conditions to be determined by agreement by the two parties in question.

### F. MECHANICAL DEFECTS

- In the event of a mechanical defect preventing the transfer of the vehicle from the parking area to reception, the Client shall agree that the services of a road assistance company be called in, preferably the company with which the Client may have a service contract; Failing that, the Client shall allow N.V. CAR HOTEL to call in the services of a recognized towing service or, if necessary, the services of an official road assistance company. The Client shall agree to payment of the costs incurred by such a service.
- N.V. CAR HOTEL shall itself attempt small repairs such as recharging empty batteries or fixing flat tires. Costs resulting from such services shall be borne by the Client.
- In cases where it happens that the fuel level in the tank must be considered too low to attempt an uninterrupted transfer between parking lots, the Client shall agree to N.V. CAR HOTEL's topping up the fuel tank at its own initiative and at the expense of the Client, plus a service charge of 2,50 euro.

### G. PAYMENT OF ACCOUNT

All accounts shall be settled prior to the remittance and acceptance of the vehicle's keys. Unsettled accounts outstanding at that moment are under law and without prior notification subject to a surcharge for areas pro-rated at a 1% interest rate computed as of the start of the month, as well as a fixed loss proviso of 10% of the outstanding amount, with a minimum of 37,50 euro.

### H. JURISDICTION

The present agreement is subject to Belgian law. In case of disagreement, disputes will be referred to the competence of the courts of Brussels and/or the Justice of the Peace Court in Vilvoorde.