

## **General Terms and Conditions**

for the use of the parking garages P1 / P2 / P4 / P5 and the parking lots P3 / P6

## **Form of Contract and Liability**

1. With each parking transaction, a rental contract is concluded between the Renter/Lessee and Flughafen Dortmund GmbH (Lessor) for the parking period requested by the renter within the opening hours, in accordance with these terms and conditions. There is no entitlement to the provision of a specific parking space.
2. Guarding and safekeeping of the parked vehicle are not subject of the contract. The use of the parking facility shall be at the user's own risk. The lessor does not assume any duty of care. Any liability of the Lessor for damage caused by other Lessees or third parties is excluded.
3. The Lessor shall be liable to the Lessee for such damage that is provable caused by the Lessee's personnel and for which the Lessor is responsible, provided, however, that the damage is reported to the Lessee before the Lessee leaves the parking facility and the Lessee presents the parking ticket to the Lessor.
4. The Lessee shall be liable for all damage caused to the Lessor or other Lessees by himself/herself, his/her representatives or accompanying persons. The Lessee is obliged to report such damage to the Lessor without delay.

## **Parking prices and parking duration**

5. The amount of the fee to be paid for the parking time and the permissible parking duration shall be determined by the rates separately posted at the parking facility. The fee shall be paid before leaving the parking facility at the parking machines installed for this purpose. After paying the fee, the parking facility must be left within 15 minutes at the latest. The maximum parking period is 3 months.
6. The obligation to pay the parking fee also exists if the parking lot is used without the Lessor's consent or in any other unauthorized manner.
7. The Lessor has a right of retention for all claims arising from the rental contract and the use of the parking facility, as well as a legal lien on the parked vehicle and its accessories.
8. The rental contract ends with the removal of the vehicle from the parking facility.
9. The Lessor may have the vehicle removed from the parking facility at the expense and risk of the Lessee if
  - a) the payment of the required fee is refused,
  - b) the parked vehicle endangers the operation of the parking facility due to a leaking fuel tank or carburetor or due to other defects,

- c) the vehicle is not officially registered or is withdrawn from circulation by the authorities during the parking period.

If a vehicle is apparently permanently left behind beyond the maximum parking period, the Lessor may have the vehicle removed and disposed of at the expense of the owner.

- 10. Parking vouchers can only be used once. Any remaining credit shall automatically expire and shall not be paid out or credited.
- 11. In case of loss of the parking ticket, a fee of 129.00€ (parking garages P1 / P2 / P4 / P5) or 99.00€ (parking garages P3 / P6) has to be paid.

### **Parking and collection**

- 12. The vehicle may only be parked within the marked parking spaces. The Lessee must park his/her vehicle in such a way that unobstructed parking in and out as well as getting in and out of the neighboring parking spaces is possible at all times. If the Lessee does not observe this regulation, the Lessor shall be entitled to bring the incorrectly parked vehicle into the prescribed position by taking suitable measures at the expense of the Lessee.
- 13. The parking space shall be deemed to have been properly handed over, unless any complaints are immediately reported to the Lessor.
- 14. The vehicle can only be parked and picked up during the opening hours announced on the notice board.
- 15. If the complete clearance and closure of the parking facility becomes necessary during the term of the contract, the contract ends with the announced clearance date of the parking facility without the need for a notice of termination. In this case, the Lessee is entitled to a pro rata refund of the unused portion of the parking fee.

### **Use of the parking facility**

- 16. The Lessor shall have the right to issue instructions on the parking facility in order to maintain the orderly operation of the parking facility, which he shall exercise through the personnel appointed by him/her.
- 17. The parking facility and its equipment shall be used carefully and properly, avoiding any damage and contamination. The Lessee shall immediately notify the Lessor of any soiling caused by him/her and shall remove it.
- 18. It is forbidden to carry out repairs, wash and clean the inside of vehicles, drain cooling water, fuel and oil in the parking area.
- 19. Staying in the parking area is allowed only for the purpose of parking and collecting the vehicle.

### **Traffic regulations - Police regulations**

20. The German traffic regulations (Straßenverkehrsordnung - StVO) apply to the entrance and exit as well as to the traffic on the parking area, unless a special traffic regulation is signposted on the parking area and special regulations are given below.
21. Driving in the parking area is allowed at walking speed only.
22. When entering and leaving the parking area as well as when parking and leaving the parking area the renter has to observe the necessary due diligence.
23. The parked vehicle must be carefully locked and secured in accordance with traffic regulations.
24. All relevant regulations and prohibitions concerning the use of parking facilities must be observed. Among others, it is prohibited:
  - a) smoking and the use of fire in parking facilities,
  - b) storage of fuel, fuel containers and inflammable objects,
  - c) the unnecessary running of engines,
  - d) the stopping of vehicles with leaking tanks or carburetors.

### **Place of performance and jurisdiction**

25. German law shall apply. The place of performance and jurisdiction for all legal disputes arising from this contract is Dortmund.

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