

General terms and conditions of use for parking lots and online reservation of parking spaces at Luxembourg Airport

1. Management of Luxembourg Airport parking lots:

The management and operating of the parking lots for terrestrial motor vehicles at Luxembourg Airport is assumed by the "Société de l'Aéroport de Luxembourg S.A." exercising under its commercial name "lux-Airport" pursuant to article 25 of the contract for development, enhancement and operating of the Luxembourg Airport approved by grand-ducal regulation of 14 April 2003.

2. Scope of application and special cases:

- The present general terms and conditions of use apply to all users of parking lots for terrestrial motor vehicles at Luxembourg Airport.
- The users that have entered a written private contract with lux-Airport for the lease of parking spaces are subject to special conditions that may override the present.
- Users who have made online bookings with lux-Airport for parking spaces are subject to additional general
 conditions listed in Article 5 as well as to specific conditions applicable to each product set out in the
 corresponding offer on the official lux-Airport internet site.
- Online bookings through third parties and the related services provisions are subject to third party terms and conditions. However, the effective use of the booked parking spaces for parking at Luxembourg Airport is still subject to the general terms and conditions of lux-Airport.

3. Tariffs:

- 3.1. Different tariffs apply for different categories of parking offers and for online bookings. The detail of the tariff list of lux-Airport currently in effect is displayed on the parking ticket dispensers at the entrance of the parking lots, next to the automatic pay stations and can be looked up on lux-Airport's official internet site. Future modifications of this tariff list will be announced a week in advance on lux-Airport's official internet site. The applicable parking fees following online bookings of parking spaces are specified in a booking confirmation sent electronically to the user who made de booking.
- 3.2 Each user entering a parking lot at Luxembourg Airport is engaged to pay the due parking fees when exiting said parking lots. Online reservation of parking spaces are payable upon reservation. Payment occurs either by cash or by credit card at the automatic pay stations located around the parking lots and at the valet office on the first basement level of the terminal's underground car park.
- 3.3 The loss or deterioration of parking tickets when exiting the parking lot does not release the users from the parking fees at their charge, the amount of which will be determined either based on the license plate recognition or other convincing evidence of the actual duration of their stay inside the parking lots, or in case of doubt based on a plausible flat fee to be determined by lux-Airport for each individual case. In addition to the parking fees, a ticket loss fee of €25 will be charged for processing. Subsequent presentation of a recovered ticket after exiting the parking lot will not entitle to compensation.
- 3.4 Any user driving his vehicle off the parking lots without prior payment of due parking fees exposes himself to legal prosecution.

4. Maximum time limit:

The maximum time limit for parking a vehicle at Luxembourg Airport is set to 6 months. In case said time limit gets overstepped by more than a month, the vehicle in question will be considered abandoned within the meaning of article 10 of the modified law of 14 April 1955 and legal proceedings will be initiated to dispose of said vehicle. Spent cost and processing fees will be chargeable to the owner of the vehicle in addition to outstanding parking fees.

5. Online booking of parking spaces with lux-Airport:

5.1 Reservation with lux-Airport

Users who book parking spaces from lux-Airport enter a binding contract with lux-Airport by pressing the button "buy now" and the end of the booking process. Said contract is deemed accepted by lux-Airport through provision of a booking confirmation sent electronically to the user who made the reservation.

Conclusion of said contract against payment by the user of the applicable fees engages lux-Airport to make available to the user the agreed parking spaces for a pre-determined period as specified in the booking confirmation sent electronically to the user who made the reservation. The contract will end on expiry of the reservation period.



5.2. Prebooking service

The user will receive a QR code with his booking confirmation. Said QR code is linked to the license plate recognition but can also be presented at the QR code reader at the entrance of the parkings lots at Luxembourg airport irrespective of the license plate recognition, either by means of a smartphone display or a printed version of the booking confirmation. We recommend that you always carry the QR code with you to use the reservation. The online booking is recognized automatically in the system and a reservation ticket is issued. The reservation ticket is also linked to the license plate recognition. The online booking is only usable once, it is not transferable or alienable and is for personal use only. The QR code and the linked license plate recognition is only valid at the booked parking lot.

If the user does not use the QR code or the linked license plate at the entrance and instead pulls out a parking ticket, he must pay the applicable parking fees for the parking lot in question before leaving said parking lot.

If the user loses the reservation ticket obtained by using the QR code or the license plate recognition at the entrance and if the license plate recognition doesn't allow the process to be traced, he must pay the applicable parking fees for the parking lot in question plus the ticket loss fee of €25 before leaving said parking lot. Subsequent presentation of a retrieved reservation ticket after leaving the car park does not entitle the user to compensation.

No refund is given if the user exists the parking lot before the end of the reservation period and repeated entry with the same QR code or the linked license plate is not possible. If the user stays in the parking lot after expiration of the reservation period specified in his booking confirmation, additional parking fees will be charged in accordance with the applicable tariffs for the parking lot in question and have to be paid at the pay machines

No refund will be given if, for any reason not attributable to lux-Airport or its agents, the user does not effectively use a valid reservation during the booked period.

5.3 Revocation

In accordance with articles L.222-9 and L.222-10 of the Luxemburgish Consumer Code, the online reservation and contract thereof may be revoked by the user free of charge within the deadline of 14 days after receipt of the booking confirmation. Revocation will yield full reimbursement.

Should the user wish to revoke his reservation in application of the present article, he has to send a revocation request via email to <u>Hello@airportparking.lu</u> containing the following information:

- Statement that the user hereby wishes to revoke his reservation in application of article 5.3 of the general terms and conditions
- Reservation number to be revoked
- Date on which the reservation was booked
- Date on which the reservation was intended to start
- Name and Surname of the user
- Residential address of the user
- · Contact details to reach the user either by phone or email

Furthermore in accordance of the same articles, if the booked services are to be performed within said revocation deadline the user is required to waive his legal right of revocation by giving prior confirmation during the reservation process.

5.4 Cancellation and rebooking

In the event that the legal right of revocation pursuant to article 5.3 does not apply, cancellation or rebooking is only possible if the specific conditions of the product in question, as set out in the corresponding offer on lux-Airport's official internet site, expressly allow it. If the conditions for a revocation, cancellation or rebooking are not fulfilled, the original reservation remains valid and fully payable to lux-Airport.

If a cancellation option is provided and granted, the refund of the online booking already paid will be made after settlement of a cancellation fee of \in 10. The cancellation has to be initiated by the user via the booking page.

If a rebooking option is provided and granted, the online booking already paid for will be refunded to the user. The new booking will be charged to the user in full. The rebooking has to be initiated by the user via the booking page.



6. Online booking of parking spaces through third parties

6.1 Reservation through third parties

Users who make an online booking of parking spaces through third parties enter into a binding contract with these third parties and must comply with the terms and conditions of these third parties. The associated services are the responsibility of the third parties. The provision of evidence that the user has made a valid online booking through third parties is the responsibility of the respective user.

Users who make an online booking of parking spaces through third parties undertake to comply with the following general conditions when entering the parking lots at Luxembourg Airport: Article 4 (Maximum duration), Article 6 (Online booking of parking spaces through third parties), Article 7 (Rules of conduct and liability), Article 8 (Video surveillance) and Article 9 (Governing law and jurisdiction).

6.2 Special cases in the context of usage of booked parking spaces

If the user does not use the QR code or the linked license plate of an online booking through third parties at the entrance, he must pay the applicable parking fees for the used parking space parking space to lux-Airport before leaving the parking lot.

If the user of an online booking through third parties draws a normal parking ticket instead of using the QR code or the linked license plate at the entrance, he enters into a new contract with lux-Airport for a previously unbooked parking space that is subject to the applicable parking tariffs (Article 3 Tariffs).

If the user loses the reservation ticket obtained by using the QR code or the license plate recognition at the entrance and if the license plate recognition doesn't allow the process to be traced, he must pay the applicable parking fees for the parking lot in question plus the ticket loss fee of €25 before leaving said parking lot. Subsequent presentation of a retrieved reservation ticket after leaving the car park does not entitle the user to compensation.

If the user stays in the parking lot after expiration of the reservation period specified in his booking confirmation, additional parking fees will be charged in accordance with the applicable tariffs for the parking lot in question (Article 3 Tariffs) and have to be paid at the pay machines.

7. Rules of conduct and liability:

- 7.1 Users are reminded that in accordance with articles 165 and 166 of the modified grand-ducal decree of 23 November 1995 under the Luxembourg highway code any stationary vehicle must be positioned in a manner that doesn't obstruct either entry points, exist points or drivable passages of the parking lots and that the parking of vehicles is prohibited in all places where they might represent a danger to other users or where they needlessly hinder the traffic. It is forbidden to park vehicles outside the marked spaces and encroaching on several spaces with the same vehicle will be charged according to the number of spaces actually used.
- 7.2 Users are held to respect elementary safety rules and traffic signs and must comply with all instructions given by airport staff or by subcontractors of lux-Airport positioned at the parking lots. It is strictly forbidden to deposit merchandise, oil, fuel canisters or any other inflammable and/or toxic products on the parking spaces. Refueling of the vehicles with fuel canisters or running the engine for an extended period while stationary are also prohibited. LPG vehicles, including those equipped with a safety valve, are prohibited from entering indoor parking lots. Trailers, caravans and motor homes are not allowed in the parking lots. Disregard of these rules will hold the users fully liable.
- 7.3 Any form of advertising on the parking spaces as well as the distribution of advertising flyers to users is prohibited without prior authorization from lux-Airport. Entering the parking lots and staying there is only allowed in connection with the use of a parking space unless specified otherwise in separate lease contracts with lux-Airport.
- 7.4 lux-Airport reserves the right to relocate at the expense and risk of the user, any vehicle parked outside the marked parking spaces, wrongfully parked on reserved parking spaces or positioned in whatever manner interfering with normal parking lot operations. Lux-Airport also reserves the right to charge processing costs for the effort. lux-Airport will apply all reasonable precautions when relocating said vehicle but declines all liability for unavoidable damage caused by these maneuvers that became a necessity due to the misconduct of the user.
- 7.5 lux-Airport resreves the right to relocate parked vehicles at its own expense and risk for operational reasons of parking lot management and/or for the conduct of construction works.
- 7.6 lux-Airport declines all liability for break-ins, robbery, vandalism or any other harmful act the users fall victim to. lux-Airport does not assume surveillance or guard-duty of the vehicles stationed in the parking lots.



8. Video surveillance and license plate recognition

The parking lots are placed under video surveillance by lux-Airport for safety and security imperatives to be observed in an airport environment as well as for the protection of users and infrastructure. It does not serve to protect the goods and vehicles of the users and may only be requisitioned under a complaint lodged with the Police or in the context of the GDPR for the the protection of personal data. The surveillance records are kept for a maximum duration of one month. Access is restricted to authorized staff and concerned authorities.

The license plate recognition at the entrance and exit of the parking lots serves purely operational purposes and for the invoicing of parking fees. The recorded data/plates may only be requisitioned on the basis of a complaint lodged with the Police or in the context of the GDPR for the protection of personal data. The recorded data/plates will not be kept longer than necessary for the use of the parking lots, the payment of the parking fees and the provision of correct customer service. Access is restricted to authorized staff.

For further information, or to exercise your rights and freedoms in application of the General Data Protection Regulation (GDPR), you can contact our Data Protection Officer (DPO) under the following address: data.protection@lux-Airport.lu.

9. Governing law and jurisdiction:

All disputes arising from the present general terms and conditions that cannot be settled amicably fall under the exclusive jurisdiction of the Luxembourg Courts and Tribunals with material competence in such matters. The present general terms and conditions are governed by Luxembourg law. In case of discrepancies between the English version and the French version, the latter shall prevail.

Contact us for prebooking: T. (+352) 24 64 40 40 Hello@airportparking.lu

for all other questions T. (+352) 24 64 1 customer.service@lux-Airport.lu

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