

Pcard Agreement << Private+ Private >>

Contract number:

Date:

This Pcard Agreement is concluded between the private company with limited liability **Interparking Producten en Diensten B.V.** (hereafter referred to as: **Interparking**) with its registered office and principal place of business in Rotterdam, the Netherlands, entered in the trade register under Chamber of Commerce number: 71582711, and the **Contracting Party**.

Contracting Party

Ms / Mrs / Mr

Address:

E-mail address:

Phone:

Fax:

We confirm that a Pcard Agreement has been established between Interparking and the Contracting Party as of today.

Type of Pcard:

Effective date:

When applying for the Pcard, you agreed to the applicability of the *General Terms and Conditions attached to the Pcard Agreement* and you were able to download these General Terms and Conditions. These General Terms and Conditions are also being sent to you by e-mail along with this agreement and can also be viewed and downloaded from the Website www.pcard.nl.

We point out that:

- If the Pcard is used to conclude a Short-term Parking Agreement or make a reservation, the general terms and conditions as provided on the Website <http://www.interparking.nl/en/Algemene%20Voorwaarden/> apply thereto, notwithstanding any deviation therefrom contained in the General Terms and Conditions attached to the Pcard Agreement.
- If the Pcard is used as access pass for a subscription, the general terms and conditions as provided on the Website <http://www.interparking.nl/en/Algemene%20Voorwaarden/> apply thereto, notwithstanding any deviation therefrom contained in the General Terms and Conditions attached to the Pcard Agreement.
- If the Pcard is used to access Services from Interparking and its Partners, the (general) terms and conditions contained on the Website www.pcard.nl or (general) terms and conditions of the Partners, respectively, apply to that service provision, notwithstanding any deviation therefrom contained in the General Terms and Conditions attached to the Pcard Agreement.
- This Pcard Agreement can be terminated with due observance of a one-month notice period.

For Interparking,

For Contractor,

R. Oostendorp
T. van Dongen
Y. Haddeman

Electronically signed by legal representatives on Electronically signed on

Attachments: 1. General Terms and Conditions.
 2. List of cards.

PROPOSAL
PROPOSAL
PROPOSAL

GENERAL TERMS AND CONDITIONS

attached to the Pcard Agreement

1. Definitions

Interparking:

Interparking Producten en Diensten B.V., with registered office at Kruisplein 25 E, (3014 DB) Rotterdam, the Netherlands, in its capacity as provider of the Pcard and agent of Interparking Nederland B.V. or its subsidiary Parking & Protection B.V. and/or a Partner for collection, in its own name, of the Parking Fee, Subscription Fee or payment for the Services purchased.

Parking Facility:

The parking facilities or car parks intended for the parking of Motor Vehicles, with related sites and spaces.

Motor Vehicle:

Motor Vehicle as defined in the Dutch Road Traffic Act 1994.

Pcard:

The card that gives the Visitor the right to use it as:

- Access Pass (based on availability) to the Parking Facilities shown on the Website www.pcard.nl, located in the Netherlands and/or abroad, which are operated by Interparking Nederland B.V. or a company belonging to the Interparking group, subject to the tariffs contained there in the context of concluding a Short-term Parking Agreement;
- Access Pass to the Parking Facility for which the Visitor has taken out a Subscription with Interparking;
- Access to the Services (based on availability) of Interparking and its Partners as shown on the Website www.pcard.nl, subject to the tariffs contained there.

There are three variants of the Pcard:

- Private: a strictly personal card for private use whereby payment takes place in arrears via the Contracting Party's credit card;
- Private Plus: a strictly personal card for private use whereby payment takes place in arrears via automatic debit or bank transfer;
- Business: a strictly personal card for professional use whereby payment takes place in arrears via automatic debit or bank transfer;

Contracting Party:

The party that concludes the Pcard Agreement with Interparking.

Visitor:

The person who, using the Pcard, brings or brought a Motor Vehicle into or onto the Parking Facility and/or who has accessed the Services.

Pcard Agreement:

The agreement concluded between Interparking and the Contracting Party in the manner described in clause 2 of these Terms and Conditions and whereby the Contracting Party is provided with one or more Pcards subject to the terms and conditions contained in the Pcard Agreement and these Terms and Conditions.

Short-term Parking Agreement:

A parking agreement concluded between Interparking Nederland B.V. or its subsidiary Parking & Protection B.V. as owner, operator or manager of the Parking Facility and the Contracting Party and/or Visitor in accordance with the terms and conditions described in clause 3.1 of the *General Terms and Conditions for Short-term Parking Agreements*. If terms and conditions other than the general terms and conditions cited above apply at the particular Parking Facility, as indicated on the Website (<http://www.interparking.nl/en/Algemene%20Voorwaarden/>), a Short-term Parking Agreement is concluded under the terms and conditions as described in those other general terms and conditions. In deviation from the aforementioned general terms

and conditions, a Short-term Parking Agreement is not established by the mere fact that a Contracting Party and/or Visitor holds a Pcard.

Parking Fee:

The amount owed by the Contracting Party for the use of the Parking Facility by the Contracting Party or Visitor, which amount is calculated according to the (reduced or full) tariffs set by Interparking as listed on the Website www.pcard.nl, unless different tariffs are listed at the entrance of the Parking Facility, in which case the latter tariffs apply.

Parking Period:

The period for which the Motor Vehicle is parked in or at the Parking Facility in the context of a Short-term Parking Agreement, i.e. the period from the moment the Motor Vehicle is brought into or onto the Parking Facility using the Pcard until the moment the Motor Vehicle is taken out of or from the Parking Facility using the Pcard.

PMS:

Parking Management System, the system used by Interparking Nederland B.V. or its subsidiary Parking & Protection B.V. for access control, payment handling, exit control and providing management and other information relating to the Parking Facility.

Subscription:

An agreement concluded between Interparking Nederland B.V. or its subsidiary Parking & Protection B.V. as owner, operator or manager of the Parking Facility and the Subscription Holder, entailing a subscription to park a Motor Vehicle in the Parking Facility during an agreed period of time under the terms and conditions described in the *General terms and conditions for parking agreements for subscription holders*. If general terms and conditions other than the general terms and conditions cited above apply at the particular Parking Facility, as indicated on the Website (<http://www.interparking.nl/en/Algemene%20Voorwaarden/>), the agreement is concluded under the terms and conditions as described in those other general terms and conditions.

Subscription Fee:

The amount agreed on in the Subscription that the Subscription Holder owes for his/her subscription right and the use of the Parking Facility for which the Subscription has been taken out.

Services:

The services from Interparking and/or its Partners indicated on the Website www.pcard.nl which the Contracting Party and Visitor can access using the Pcard.

Partners:

The partners of Interparking indicated on the Website www.pcard.nl.

Terms and Conditions:

These general terms and conditions for the Pcard Agreement.

Website:

The internet website operated by Interparking or a third party where the Contracting Party can, among other things, apply for a Pcard and the Contracting Party and/or Visitor can utilise other possibilities for using the Pcard.

2. Pcard application and establishment of Pcard Agreement

- 2.1 The Pcard can be applied for using the application form on the Website www.pcard.nl. The applicant must complete the application form truthfully and according to the instructions.
- 2.2 The Pcard Agreement between Interparking and the Contracting Party is established if and after Interparking has sent the applicant an e-mail confirmation of the application along with the Pcard Agreement.
- 2.3 Interparking can deny an application without having to report its reasons for doing so.

- 2.4 If Interparking has not responded by e-mail within 14 calendar days after the application form was sent, the applicant is free to revoke the application by means of written notice to Interparking.
- 2.5 After the Pcard Agreement has been established, Interparking will send the requested Pcard(s) to the applicant.
- 2.6 Immediately on request, the Contracting Party must inform Interparking which Visitor is using which Pcard, referencing the card number.
- 2.7 After the Pcard Agreement has been established, the Contracting Party, being a natural person acting for purposes that fall outside his/her business or professional activity, has a reflection period of 14 calendar days from the day on which Interparking sent the applicant an e-mail confirmation of the application along with the Pcard Agreement to revoke the Pcard Agreement without stating his/her reasons for this. Revocation is not subject to any prescribed form and takes place by an unambiguous statement to this effect from the Contracting Party to Interparking, for instance by e-mail (pcard@interparking.nl) or by telephone (Monday to Friday, 8.30 am to 5.30 pm and Saturday, 8.30 am to 12.30 pm on +31 88 54 21 300).
- 2.8 With the Contracting Party's explicit consent, Interparking will already start performing its services during the reflection period of 14 calendar days as referred to in the aforementioned paragraph. If the Contracting Party nonetheless exercises his/her revocation right within this reflection period, the Contracting Party and/or Visitor still owes the Parking Fee, Subscription Fee and payment for the Services purchased and the reservation(s) made.

3. Applicability of terms and conditions

- 3.1 These Terms and Conditions apply to applications for and use of the Pcard by the Contracting Party and Visitor.
- 3.2 The use of the Pcard when concluding a Short-term Parking Agreement is and remain subject to the applicable general terms and conditions, notwithstanding deviations that may be contained in the Pcard Agreement and these Terms and Conditions. These general terms and conditions can be viewed and downloaded from the Website (<http://www.interparking.nl/en/Algemene%20Voorwaarden/>).
- 3.3 If the Contracting Party has linked a Subscription to the Pcard, every use of the Parking Facility for which the Subscription was taken out remains subject to the (general) terms and conditions applicable to it, notwithstanding deviations that may be contained in the Pcard Agreement and these Terms and Conditions. These general terms and conditions can be viewed and downloaded from the Website (<http://www.interparking.nl/en/Algemene%20Voorwaarden/>).
- 3.4 The use of the Pcard as access pass for the Services from Partners remains subject to the applicable (general) terms and conditions of the Partners, to the extent the Pcard Agreement and these Terms and Conditions do not contain deviations therefrom.
- 3.5 In the event of contradiction between these Terms and Conditions (General Terms And Conditions for the Pcard Agreement) and the general terms and conditions applicable to the Short-term Parking Agreement, the Subscription and the Services, these Terms and Conditions prevail.
- 3.6 These Terms and Conditions apply with effect from 1 June 2018

4. Payment

- 4.1 In deviation from the general terms and conditions that apply for the Short-term Parking Agreement, the Subscription and the Services, the payment of the Parking Fee, Subscription Fee and the price for the Services purchased takes place in accordance with the provisions in this clause 4.
- 4.2 The Contracting Party owes Interparking a Parking Fee for the use of the Parking Facility by the Contracting Party or Visitor for the duration of the Parking Period.
- 4.3 If the Contracting Party has linked a Subscription to the Pcard, the Subscription Holder owes Interparking a Subscription Fee for the Subscription.
- 4.4 The Contracting Party owes Interparking an amount for the Services purchased by the Contracting Party and/or Visitor using the Pcard. The height of these amounts can be found on the Website www.pcard.nl.
- 4.5 The Parking Period is registered using the PMS. This registration is decisive in determining the Parking Period used to calculate the Parking Fee owed.
- 4.6 If the Contracting Party does not agree with the charge, debit or invoice, he/she must inform Interparking about this, citing his/her objections, within 10 calendar days after the debit or

invoice date, in writing or by e-mail (pcard@interparking.nl). This does not suspend the Contracting Party's obligation to pay. If the objections are justified, which is subject to Interparking's assessment, the Contracting Party will receive a credit note. The amount that the Contracting Party has paid in excess will be refunded within 14 calendar days after the objection is found to be justified.

- 4.7 The transactions performed using the Pcard will be posted in the online 'Mijn Rekening' (my account) environment, which the Contracting Party can view online.
- 4.8 If Interparking is forced to take collection measures, the Contracting Party is obligated to reimburse Interparking for all the costs incurred for this, including the costs of legal assistance.
- 4.9 If the Contracting Party has opted to pay via automatic debit, the Contracting Party authorises Interparking to debit the amount owed in Parking Fee, Subscription Fee and/or the price for the Services purchased from the bank account specified by the Contracting Party monthly.
- 4.10 If the debit from the bank account or charge on a credit card is denied or an invoice is not paid within 14 calendar days after the invoice date, Interparking has the right to block the Pcard(s), without notice of default being required and without prejudice to Interparking's other rights arising from the Contracting Party's non-compliance with its payment obligation.

Payment in the event of Private Pcard

- 4.11 The payment of the Parking Fee, Subscription Fee and the price for the Services purchased using a Private Pcard takes place exclusively via the Contracting Party's credit card. The Contracting Party authorises Interparking to charge the credit card for the amounts owed.

Payment in the event of Private Plus Pcard

- 4.12 The payment of the Parking Fee, Subscription Fee and the price for the Services purchased using a Private Plus Pcard takes place via automatic debit or bank transfer. Interparking sends the Contracting Party an invoice by e-mail monthly. This invoice must be paid within 14 calendar days after the invoice date.

Payment in the event of Business Pcard

- 4.13 The payment of the Parking Fee, Subscription Fee and the price for the Services purchased using a Business Pcard takes place via automatic debit or bank transfer. Interparking sends the Contracting Party an invoice by e-mail monthly. This invoice must be paid within 14 calendar days after the invoice date.

5. Access to Parking Facility

- 5.1 For the Parking Facilities operated by Interparking Nederland B.V. or a company belonging to the Interparking group and listed on the Website www.pcard.nl, the Pcard serves as a valid access pass/parking pass as referred to in the general terms and conditions that apply to the Short-term Parking Agreement, provided the Pcard has not been blocked. If a Subscription has been linked to the Pcard, the Pcard also serves as a valid access pass/parking pass as referred to in the general terms and conditions applicable for the Subscription.
- 5.2 The Pcard can exclusively be used as an access pass/parking pass for concluding Short-term Parking Agreements if there is availability in the particular Parking Facility.

6. Regulations for use and theft or loss of/damage to the Pcard

- 6.1 The Pcard remains the property of Interparking. From the moment that the Contracting Party has received the Pcard, the Contracting Party is responsible for the careful and safe use of the Pcard and the Contracting Party will only use the Pcard for the purpose for which the Pcard has been provided. The Contracting Party of the Private Plus Pcard and/or Business Pcard will also impose this obligation on the Visitor who uses the Pcard. From the moment that the Contracting Party has received the Pcard, the Contracting Party bears the risk of the theft or loss of and damage to the Pcard.
- 6.2 If the Pcard becomes stolen, lost or damaged, the Contracting Party is required to report this immediately to Interparking by telephone (Monday to Friday, 8.30 am to 5.30 pm and Saturday, 8.30 am to 12.30 pm on +31 88 54 21 300) or e-mail (pcard@interparking.nl), referencing the particular card number. After receipt of the report, Interparking will block the Pcard. Until the moment the Contracting Party has reported the theft, loss or damage to Interparking, the Contracting Party remains responsible for the costs and other consequences of unauthorised use of the Pcard by third parties.

6.3 Interparking will send the Contracting Party a new Pcard at the Contracting Party's request and in exchange for payment of the costs reported on the Website www.pcard.nl.

7. Liability

7.1 The Short-term Parking Agreement, the Subscription, the making of a reservation and the use of the Services do not involve any surveillance. Interparking excludes any liability for damage to or theft or loss of the parked Motor Vehicle and other property of the Contracting Party, Visitor or passengers, as well as in relation to physical injury caused directly or indirectly by or as a result of the use of the Parking Facility and/or the Services, unless the Contracting Party and/or Visitor can demonstrate that there was intent or gross negligence on the part of Interparking.

7.2 Interparking is not required to compensate any damage if there is a situation of force majeure. Force majeure is in any event understood to be a circumstance beyond Interparking's control as a result of which the Contracting Party cannot reasonably expect Interparking to comply with its obligations under the Pcard Agreement. This in any event includes work strikes, fire, government measures, business interruption as well as failure to comply by third parties.

7.3 The Contracting Party is liable for all damage caused by him/her and/or the Visitor.

8. Reservations

8.1 If, according to the Website www.pcard.nl, Interparking offers the possibility of using the Pcard to make reservations, this reservation will be established in accordance with the provisions on the Website www.pcard.nl.

8.2 Payment will take place in accordance with the provisions in clause 4.

9. Personal data

9.1 Interparking is responsible for ensuring that it processes the personal data of the Contracting Party and Visitor in accordance with the applicable statutory regulations as laid down in the General Data Protection Regulation. The Website www.pcard.nl clearly states which personal data are processed by Interparking and what safeguards it observes in that context.

10. Termination

10.1 The Pcard Agreement may be terminated at any time by written notice or by e-mail (info@pcard.nl) by the Contracting Party or by Interparking with due observance of a one-month notice period.

10.2 Interparking can dissolve the Pcard Agreement with immediate effect if fraud or other abuse of the Pcard is ascertained, which is subject to the assessment of Interparking. The Contracting Party is liable for the costs in connection with this and other damage suffered as a result of this.

11. Other stipulations

11.1 To the extent agreements have not been confirmed in writing by an Interparking employee who is authorised to represent the company, these agreements are not binding for Interparking.

11.2 Interparking has the right to amend these Terms and Conditions. Amendments take effect four weeks from the announcement or at a later date specified in the announcement. If the Contracting Party does not agree with the changes, the Contracting Party can terminate this Pcard Agreement by written notice or by e-mail (info@pcard.nl) with due observance of a two-week notice period.

11.3 To the extent any clause is void, voidable or not applicable, this clause must be converted into a clause that does justice as much as possible to the purport of the void, voidable or inapplicable clause.

11.4 Dutch law applies to this agreement. The competent court is the court in Rotterdam, the Netherlands.

11.5 To the extent the Contracting Party is a natural person who is not acting in the practice of a profession or operation of a business, clauses 4.8, 7.1, 7.2, 11.3 and 11.4 do not apply and the relevant scheme from the Dutch Civil Code applies instead.

11.6 All written notices, including demands, arising under or in connection with the Pcard Agreement or these Terms and Conditions must be sent to Interparking.