

## TERMS OF SERVICE

### 1. Conclusion of the lease

A binding contract comes only and only by the booking confirmation of EZY GmbH. The client is bound by his booking request, which constitutes a binding offer to conclude a contract in the legal sense. If no confirmation is received from EZY GmbH within 48 hours of the customer's request, the binding effect will be canceled. However, a late booking acceptance by EZY GmbH can be arranged separately. The contract is concluded exclusively under the terms and conditions of EZY GmbH. Deviating terms and conditions of the customer are excluded. The booking request and the booking confirmation can be made in person, by phone, by fax or online. A form for the booking request is available on the homepage of EZY GmbH and can also be filled out there. Rights and obligations under the rental agreement are not transferable to third parties. For inquiries for third parties, the contract between the landlord and the requestor comes about.

### 2. Right of revocation / cancellation policy

The customer can revoke his contractual statement up to three days prior to arrival at any time without giving reasons. In the case of an effective cancellation, the reciprocally received services are to be returned and, if applicable, rights of use are to be surrendered.

### 3. Content of the lease

The customer is exclusively granted the right to use the parking space allocated to him by the EZY GmbH or its employees on site, which corresponds to the booked category, to park a vehicle for the agreed rental period. A claim to a specific parking space does not exist. The lessee must ensure that his vehicle is properly closed and roadworthy during its service life, and that the vehicle poses no risks to EZY GmbH, its employees or third parties. For damages due to technical defects of the vehicle, the customer is liable to EZY GmbH and third parties.

The EZY GmbH does not assume any duty of care (especially not the obligation of guarding). The parking of the vehicle is at the risk of the renter. However, the scope of services of EZY GmbH includes the operation of a camera surveillance system.

The EZY GmbH or its employees on site are entitled to prohibit the parking apparent in technically flawed condition vehicles. This does not affect the effectiveness of the concluded rental agreement, but merely represents the exercise of a right of retention (until the production of the technically flawless condition of the vehicle owed by the tenant). During the rental period, it becomes apparent that the vehicle represents a risk to property or health EZY GmbH is entitled to eliminate the source of the risk at the expense of the lessee and, if necessary, also to transfer the vehicle to the nearest workshop or to entrust third parties with the elimination of the source of danger or the transfer of the vehicle.

The EZY GmbH offers as a free, not from the lease owed service, the transport of up to 4 people per paid parking vehicle to and from Munich Airport. Persons who are identifiable under the influence of alcohol, as well as under the influence of other intoxicating means, or persons who are identifiable as a danger to third parties are not carried. Child seats are available for free. Per person a luggage of the standard size up to 23 kg and a hand luggage is included in the price. Special or excess baggage should be stated in the booking request and are not included in the price. EZY GmbH assumes no liability for the customer arriving at the airport on time. The customer has to make sure that he arrives at the parking lot in sufficient time for him to be able to meet his departure times (at least 30 minutes from arrival at the rental property until the arrival at the airport if the service line is to be used).

#### **4. Prices and terms of payment**

The price shown in the booking confirmation of EZY GmbH must be paid in advance by the renter for the agreed rental period. Payments can be made in cash, by bank transfer or by debit or credit card. Until full payment, EZY GmbH has the right to prohibit the parking of the vehicle. This represents the exercise of a lessee-side right of retention, does not affect the validity of the lease and does not release the tenant from his obligation to pay. The renter is obligated to immediately remove the parked vehicle from the parking space after the end of the contract or after expiry of the maximum parking period and to pay unpaid parking fees. If the renter does not comply with his obligation to evacuate, EZY GmbH shall be entitled to remove the renter's vehicle from the parking facility after prior written request with a reasonable deadline and threat of eviction. The renter bears the costs of eviction, storage, recycling and disposal, unless the renter is not responsible for the omitted eviction. If the renter does not remove his vehicle from the parking space after expiry of the rental period or after expiry of the maximum length of stay, the renter owes a compensation for use in the amount of the parking fees for the time until removal as per the applicable price list valid at the time of entry of the vehicle GmbH can be viewed. EZY GmbH is also authorized to remove the vehicle from the parking lot in the event of an imminent danger.

#### **5. Liability**

EZY GmbH and its vicarious agents are liable for culpably caused personal injury (injury to life, limb or health). For other damages (damage to property and pecuniary loss) a liability only occurs, if these are based on an intentional or grossly negligent breach of duty on the part of EZY GmbH or its vicarious agents. Therefore, with the exception of liability for culpably caused personal injury, no liability for damage caused by third parties on the vehicle or theft from the vehicle, as well as for damage caused by traffic accidents or vandalism in the parking lot area. Furthermore, the EZY GmbH assumes no liability for hail, storm, flood and elemental damage.

#### **6. Behavior in the parking lot / conditions of use**

On the parking lot the regulations of the StVO apply. Each renter must in particular behave in such a way that a danger or damage to other persons and vehicles is excluded. Also on the parking lot, only persons with the appropriate valid driving license may drive vehicles. EZY GmbH or its employees are entitled at any time to demand proof of possession of a valid driving license as well as for the proper registration and insurance of the vehicle. Stepping speed applies throughout the entire premises of EZY GmbH. Any damage to vehicles or other damage caused must be reported to EZY GmbH immediately. At the end of the rental period, the rented space is completely cleared and left clean. Waste disposal is possible upon registration, there are tons available. The vehicle can only be hired and picked up during opening hours or otherwise announced. The renter is entitled to park cars in the parking facility without a trailer (vehicles). Motorcycles may only be parked if expressly permitted by a corresponding sign. A prerequisite for the parking authorization is always that the parked vehicle liability insurance, with an official license plate (§ 23 StVZO) and with a valid official test plate (for example, TÜV) is provided. Vehicles may only be parked within the marked parking spaces, and only one vehicle per parking space. Reverse parking is not permitted. If the local staff is on site, the renter must park in the space assigned to him. If parking spaces are reserved for tenants with special authorization (eg long-term parkers, disabled persons), the renter must prove these on request.

The following is not allowed in the parking facility:

- the storage of supplies and flammable objects as well as empty fuel containers;
- the unnecessary running of engines;
- the parking of vehicles with a leaking tank or engine or in otherwise unsafe condition;
- the stay in the parking facility, unless it is exclusively related to the parking of a vehicle, in particular

- camping;
- the repair or maintenance of vehicles;
- the contamination of the parking system, in particular by cleaning the vehicle, draining cooling water, fuel or oil;
- walking on the lanes, including entrances and exits, unless there are no sidewalks or sidewalks;
- smoking and the use of fire;
- driving on bicycles, mopeds, inline skates, skateboards and other vehicles or equipment and their parking in the parking facility;
- the distribution of advertising material.

## **7. Warranty, Liability and Limitation of Liability**

Damage caused by the vehicle or its use on the premises must be immediately reported and replaced by the customer of EZY GmbH. If a damage report is not possible for the renter, this must be done in writing within 2 days at the latest. In the case of non-obvious damage, the notification must be made within 7 days. If the renter fails to comply with this obligation, all claims for damages by the renter are excluded, unless the renter is not responsible for the breach.

Natural wear on transport goods, luggage etc. is excluded from the warranty. Suitcases, bags and other transport containers are in proper use during transport by the contractor and are subject to natural wear during carriage. Damage to the paintwork of bicycles, wheelchairs and baby carriages transported by the contractor, etc. can not be ruled out even if properly loaded and properly transported. Possible warranty claims regarding damages of transported goods must be brought to the attention of the contractor immediately at the end of the journey. Customers are responsible for any bodily injury or property damage resulting from their own consumption of tobacco, alcohol or food in the vehicle while traveling to or from the airport, even if such enjoyment has been authorized by the contractor. The consumption of tobacco or electric cigarettes in vehicles is, however, generally prohibited for other passengers. The liability of the contractor for damage that is not bodily injury or damage to health, is limited to the double fare, as far as a damage of the customer is neither intentional nor grossly negligent caused by the contractor. The customer is liable within the scope of the statutory provisions for all property or personal injury caused by him. This also applies to damage caused by minor accompanying persons, animals or transported goods which, for health or negligence, are the property of the contractor or third parties. This also applies in particular to damage caused by contamination by vomiting, incontinence, entrained food or tobacco products. In order to quantify such damages, the contractor will assert not only the elimination but also the loss of profit due to breakdown damage caused by ventilation or drying.

## **8. Privacy**

The contractor collects, processes and uses operating and personal data in accordance with the statutory provisions. The customer expressly agrees to the collection, processing and use of his personal data (Art. 6 GDPR).

## **9. Cancellations**

If the client should withdraw from the contract or should he not use the services of our company without withdrawal, the contractor is entitled to demand a reasonable replacement for arrangements and plans. This also applies if the client is not at fault. EZY GmbH is entitled to generalize the claim for damages. If the agreed service is not used without cancellation, the client has to pay the agreed price without any deduction.

The client can withdraw from orders at any time. In this case, EZY GmbH calculates flat-rate cancellation fees in the amount of:

- up to 2 days before the start of the order for free
- Less than 2 days, but at least 24 hours before the start of the order 50% of the agreed price
- Less than 24 hours before the order starts 100% of the agreed price

## **10. Choice of law**

The law of the Federal Republic of Germany applies to these business relationships and the entire legal relationship between EZY GmbH and the contracting party. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is the court responsible for the place of business of EZY GmbH.

## **11. Severability clause**

If any provision of the contract or these terms and conditions or a future provision be wholly or partially invalid or unenforceable or later lose their legal validity or feasibility, so shall the validity of the remaining provisions shall not be affected. The same applies insofar as it should turn out that there is a regulatory gap. The parties agree that, instead of the invalid or unenforceable provisions or to fill the gap, an appropriate provision should be made which, as far as is legally possible, comes closest to what they intended or would have intended according to the spirit and purpose of the contract, if the ineffectiveness, impracticability or gap had been known. This also applies if the invalidity of a provision is based, for example, on a measure of performance or time prescribed in the contract (deadline or deadline); A legally compliant measure of performance or time (deadline or deadline), as close as possible to the desired, shall then be deemed agreed.