

Long-term parking card contract

This contract is concluded between: Flughafen Zürich AG, P.O. Box, CH-8058 Zurich Airport, and

Company/person:

To be completed by Flughafen Zürich AG:

Customer no.:

User no.:

Company/Name:

Street:

Country/postcode/town:

Contact person:

Phone:

E-mail:

Billing address: (only if different from above address)

Company:

Address line 1:

Address line 2:

Country/postcode/town:

Subject:

The long-term parking card is a transferable card (subject to strict restrictions) that entitles the holder to use all the following car parks provided by Flughafen Zürich AG at Zurich Airport: car park 1, car park 2, car park 3, car park 6 and car park P60, in accordance with the General Terms and Conditions (a separate contract form must be completed for each additional parking card).

Commencement, duration and termination:

Date contract is to commence: (from 1st of month)

The contract is concluded for an indefinite period. The minimum duration of the contract is three months. The contract may be terminated by giving fourteen days' notice in writing to the end of the month.

Monthly fee: CHF 325.00 (excl. VAT)

The **General Terms and Conditions (GTC) for long-term parking cards** form an integral part of this contract.

The binding current version of the General Terms and Conditions is available on the Internet at www.zurich-airport.com. A written copy may be obtained from Flughafen Zürich AG.

By signing, I/we declare that I/we have read the above document and acknowledge the terms and conditions stated. I/we further confirm that the details I/we have provided are correct and that the signature(s) is/are legally binding.

Customer:

Place, date: Signature(s):

Date contract commences as confirmed by Flughafen Zürich AG (in accordance with GTC)

Zurich Airport, Signatures:

Please place this completed and signed contract in the reply envelope and send it to: Flughafen Zürich AG, Services-CSA, P.O. Box, CH-8058 Zurich-Airport

General Terms and Conditions for long-term parking cards

April 2010

1. General

Scope

These General Terms and Conditions govern all matters relating to **contracts for long-term parking cards**.

Terms

Customer refers to any natural person who or legal entity that has concluded a contract for a long-term parking card with Flughafen Zürich AG; the *cardholder* is the person, not necessarily the customer, who is authorised to use the parking card.

Obtaining the Terms and Conditions

The binding current version of the General Terms and Conditions is available on the Internet at www.zurich-airport.com. A written copy may be obtained from Flughafen Zürich AG.

2. Services provided by Flughafen Zürich AG

General

One parking card will be provided for each long-term parking card contract concluded. This entitles the cardholder to the free use of the car parks at Zurich Airport specified in the long-term parking card contract. All car parks are open 24 hours a day.

Parking location

Cardholders are treated in the same way as ordinary users of the public car parks in that they have no right to a parking space in a specific car park (if a car park is full for example). Flughafen Zürich AG operates a parking guidance system to inform drivers which car parks have free spaces.

3. Customer's responsibilities and obligations

Data

The customer is obliged to provide Flughafen Zürich AG with up-to-date information such as its name and address, and to inform Flughafen Zürich AG in writing or by fax of any changes without delay.

Site regulations

Customers and cardholders must observe all relevant rules and regulations. These regulations are posted in the buildings and are also available on the Internet at www.zurich-airport.com.

Parking rules

The following is expressly prohibited:

- Parking vehicles outside the marked parking areas.
- Parking vehicles without valid registration plates.
- Carrying out repairs or maintenance work in the parking spaces.
- Wilful damage or manipulation of the facilities.
- Enabling unauthorised drivers to enter or exit using the parking card.

The customer is responsible for the cardholder's compliance with the rules.

Use of the parking card

Customers and cardholders must handle the parking card with care and protect it from heat, particularly from exposure to the sun. It must not be bent or damaged in any way. The parking card must always be used, even if the system is faulty, e.g. if the barrier is standing open. If it is not possible to use the card, assistance must be requested using the call button. The cardholder must never take an ordinary parking ticket, as the regular parking charges will then be payable. If following another vehicle, drivers must always wait for the barrier to close again before using their own parking card.

Transferability of the parking card

The parking card is intended for the customer's own use and is transferable subject to the following restrictions:

- In the case of a legal entity, it may be transferred to an employee.
- In the case of a natural person, it may be transferred to an individual living in the same household.

Commercial trading of parking cards is expressly forbidden.

Damage and loss of the parking card

The loss of a parking card must be reported to Flughafen Zürich AG immediately. A fee of CHF 50 will be charged for a replacement card. If the card is found again, CHF 30 will be reimbursed. If the cardholder uses a parking ticket due to the loss or damage of the parking card, no waiver or reimbursement of fees will apply.

Non-compliance with customer's obligations

Infractions of the rules will have monetary consequences chargeable on the basis of the costs incurred.

4. Prices

The prices are as specified in the contract document.

5. Invoicing and payment terms

Invoices will be issued quarterly.

The customer undertakes to pay the invoiced amount by the due date stated on the invoice. The customer may raise an objection to the invoice within 10 days, stating the reasons in writing. If payment has still not been made after a second reminder, Flughafen Zürich AG is entitled to discontinue all the services it provides to the customer without further notice.

6. Extraordinary termination

If the customer acts unlawfully or in breach of the contract, Flughafen Zürich AG is entitled to terminate all contracts with the customer without notice and to withdraw the service. Flughafen Zürich AG reserves the right to claim compensation.

7. Data protection and confidentiality

Flughafen Zürich AG undertakes to handle customer data carefully and to comply with data protection regulations.

Security camera images and intercom calls may be recorded for security and monitoring purposes.

8. Liability of Flughafen Zürich AG

Flughafen Zürich AG will accept liability for personal injury, damage to vehicles or other property of the car park user only if:

- the injury or damage arose in the course of the proper use of the facility on the premises of Flughafen Zürich AG, or
- it was caused by an employee or agent of Flughafen Zürich AG while going about their duties.

All other liability is excluded.

9. Entry into force, duration and termination of the contract

As a rule the contract will commence on acceptance of the written order by Flughafen Zürich AG. The contract will commence at the latest when the customer uses the service. The minimum duration of the contract is three months. From then on, the

contract may be terminated by giving fourteen days' notice in writing to the end of the month.

On termination of the contract, the customer must not leave a car in a car park and must return the parking card to Flughafen Zürich AG.

10. Changes to the contract

Flughafen Zürich AG reserves the right to make changes to its services, prices and these General Terms and Conditions at any time. Flughafen Zürich AG will inform customers of such changes in an appropriate manner. If a minimum duration for the contract has been agreed, in the event of a price increase customers are entitled to prematurely terminate the contract, with no financial consequences, with effect from the date such an increase comes into force. If no notice of termination is given, the price increases are deemed to have been accepted by the customer. If tax or duty rates change (specifically value-added tax), Flughafen Zürich AG is entitled to adjust its prices accordingly. In this case the customer does not have any right of premature termination.

11. Assignment of rights and obligations

The customer may not assign any rights and obligations under this contract to a third party without the prior consent of Flughafen Zürich AG. Flughafen Zürich AG may assign its rights and obligations arising from this contract to another company.

12. Applicable law and place of jurisdiction

This contract is governed by Swiss law. The place of jurisdiction is Bülach.