

GENERAL TERMS OF BUSINESS

for the purchase of parking cards for parking areas of

Flughafen Wien AG

Flughafen Wien AG
1300 Wien-Flughafen

1. General

These Terms of Business (AGB) and the parking conditions of Flughafen Wien AG as most recently amended are a component of the purchase agreement. They apply to the establishment of the purchase agreement and to conduct in the car parks.

By concluding the purchase agreement (see paragraph 2) the customer acknowledges these conditions and undertakes to abide by them.

2. Conclusion of agreement, withdrawal from agreement

2.1. The provision of the online purchasing system does not constitute a legally binding service by Flughafen Wien AG but merely a non-binding invitation to the customer to submit an offer for the conclusion of a purchase agreement in accordance with these AGB.

2.2. By pressing the “Send” function button the customer submits a binding and irrevocable offer for conclusion of a purchase agreement.

2.3. This offer shall be deemed to have been accepted through the sending of a confirmation by e-mail by Flughafen Wien AG. This is sent electronically immediately after submission of the offer.

2.4. If the customer is a consumer in the meaning of § 1 Konsumentenschutzgesetz (KSchG) it shall be entitled to withdraw from the agreement without charge within seven workdays (Saturday not being counted as a workday) provided that the service has not already been used or commenced within this period (§§5e, f KSchG).

3. Time Cards

3.1. The number of days printed on the card replaces or reduces the parking fee to be paid. Time cards are for single use and cannot be reused.

3.2. Time cards are valid until the printed expiry date exclusively for the car parks determined before production. Customers are to be informed of the scope.

3.3. Vehicles parked in an area not covered by the card are subject to the full parking fee.

3.4. Non-used time will not be credited but completely cancelled. (Note that short-term parking in particular can result in considerable losses).

3.5. Time cards can be combined (e.g. 2+1 week = 3 weeks). Excess time can also be paid by credit or debit card or cash.

3.6. Time cards are non-cash means of payment. They are equivalent to cash, and loss cannot therefore be refunded.

- 3.7.** Excess time beyond the time printed on the card will be charged to the customer and must be paid for when leaving the car park (see paragraph 3.5. for top-up).
- 3.8.** The validity of the time card can be extended after the expiry date with account taken of any price increases that might have occurred in the meantime. The cards may not be exchanged for cash.
- 3.9.** Flughafen Wien AG reserves the right to divert vehicles to other car parks. Possession of a time card does not guarantee a parking space.
- 3.10.** Time cards are issued to customers free of charge or with a maximum handling charge of 20 per cent added by Flughafen Wien AG to the invoiced amount.
- 3.11.** On receipt of the ordered time cards they should be checked to ensure that the correct quantity and category have been delivered. Complaints at a later date will not be considered.
- 3.12.** In the event of violations of the above terms, the agreement shall be cancelled with immediate effect and no further time cards will be issued to the orderer.

4. Prepaid Cards

- 4.1.** The amount printed on the card or the remaining amount replaces or reduces the parking fee to be paid. Prepaid cards can be used more than once.
- 4.2.** Prepaid cards are valid until the printed expiry date exclusively for the car parks determined before production. Customers are to be informed of the scope.
- 4.3.** Vehicles parked in an area that is not covered by the card are subject to the full parking fee.
- 4.4.** Prepaid cards can be combined. Excess time can also be paid by credit or debit card or cash.
- 4.5.** Prepaid cards are non-cash means of payment. They are equivalent to cash, and loss cannot therefore be refunded.
- 4.6.** Excess amounts beyond the amount printed on the card or still available will be charged to the customer and must be paid when leaving the car park (see paragraph 4.5. for top up).
- 4.7.** The validity of prepaid cards may be extended beyond the printed expiry date. The remaining value will be transferred to the new card. The cards may not be exchanged for cash.
- 4.8.** Flughafen Wien AG reserves the right to divert vehicles to other car parks. Possession of a prepaid card does not guarantee a parking space.
- 4.9.** On receipt of the ordered prepaid cards they should be checked to ensure that the correct quantity and category have been delivered. Complaints at a later date will not be considered.
- 4.10.** In the event of violations of the above terms, the agreement shall be cancelled with immediate effect and no further prepaid cards will be issued to the orderer.

5. Closing provisions

5.1. Place of jurisdiction, applicable law

Place of performance shall be Vienna. Exclusive place of jurisdiction shall be the court for Wien Innere Stadt with subject-matter jurisdiction.

Austrian law shall be applicable for all legal disputes arising out of or in connection with this agreement to the exclusion of all conflict of law provisions.

5.2. Translations

In the event that these AGB are translated, the German version shall be legally binding.