

Parking lot P4 and P5 Krimml Worlds of Water Terms & Conditions of Parking Effective as of 01.07.2022

By pulling a parking coin (the chip that is issued at the entrance to the parking lot) and driving into the parking facility the user – hereinafter referred to as the Lessee - agrees to have entered into a lease agreement for the rental of a parking space under the terms & conditions set out below:

- 1.** Pulling a parking coin at the entrance will entitle Lessee to park a vehicle for a maximum of 48 hours after driving into the parking facility.
- 2.** Only normal use of the parking space is permitted. The rules of the Highway Code (StVO) apply. Any other use is expressly prohibited, in particular any use or activity that results in damage or dirtying of the road and/or defacing the landscape/surface of the asphalt. Violations will be reported without exception. In addition, drivers will be deemed to have agreed to pay us a lump sum compensation for repair, disposal and cleaning costs of € 800.00 for each violation. The right to make further claims for damages remains expressly reserved.
- 3.** The parking space is deemed rented as soon as the vehicle is parked. Use of the parking facility is at the Lessee's own risk. Lessor shall not be liable for any damage caused by other lessees or third parties.
- 4.** This lease does not cover the surveillance or safe custody of the parked vehicle, its accessories, any property in the vehicle and/or anything brought into the parking facility with the vehicle or any other activity beyond the mere parking space rental. Lessor shall not be responsible for the care or custody of any property whatsoever.
- 5.** Lessor shall only be liable for damage caused by the Lessor, one of Lessor's assistants (as defined by § 1313a of the Austrian Civil Code – ABGB) and/or one of Lessor's incapable or consciously dangerous agents (as defined by § 1315 ABGB). Lessor's liability shall be limited to intent and gross negligence.
- 6.** Lessee must report any visible damage to Lessee's vehicle to the World of Water cashier immediately. If this is not possible, visible damage must be reported to the Lessor in writing within 3 days. Lessee shall forfeit any entitlement to indemnification if the visible damage is not reported on time.
- 7.** Lessor shall not be liable for damage (or theft, breaking-in, etc.), caused by third parties (e.g. other users) regardless of whether the third parties were authorized to be in the parking facility or not. Lessor shall not be liable for damage caused by Acts of God or elementary events such as fire, water, etc.
- 8.** Lessee can choose any of the vacant parking spaces that are not reserved. Traffic and information signs must be observed.
- 9.** Vehicles with leaking fuel systems or other defects that pose a potential safety hazard to the parking facility may not be parked.
- 10.** Parked vehicles must be locked and secured. Lessee must drive with due care and attention when entering and exiting the parking facility.
- 11.** The vehicle may not be driven off the lot until the parking fee is paid at the pay machine. The parking fee is calculated according to the parking rates listed at the entrance. Vehicles with a height of 2.40 meters or more fall into the "bus" category (valid for P4). The parking fee plus value-added tax must be paid before Lessee drives off the lot. Lessee must drive off the lot right after the fee is paid, otherwise a new lease agreement will be entered into between Lessee and Lessor in accordance with the Terms & Conditions of Parking (the new lease commencing on the date and at the time of paying for the previous parking space).
- 12.** If the parking coin is lost, Lessee will be charged the full 24-hour fee unless Lessor can prove that Lessee parked for a longer period of time. In this case Lessee will be charged for the actual time the vehicle was parked.
- 13.** No fire or open flame is allowed anywhere in the parking facility.

14. It is not allowed to stay in the parking facility after the vehicle is picked up. No camping or tents are allowed.

15. Lessor can have Lessee's vehicle towed off the parking lot at Lessee's risk and expense if:

a) the parked vehicle is losing fuel or has another defect that endangers the parking facility;

b) the vehicle is not registered or taken off the road by the police while it is parked;

c) the vehicle is parked on a reserved space or in such a way that it violates traffic regulations or obstructs traffic.

16. Lessor has a right of lien to retain Lessee's vehicle and its accessories to settle any claims arising under the lease agreement.

17. If parking spaces are provided free of charge, the above terms and provisions shall apply analogously with the exception of the parking fee.

18. The parking facility is provided for short-term parking only. Lessor can have the vehicle towed from the parking facility at Lessee's expense and risk if the vehicle is parked in the parking facility continuously for more than 2 days (48 hours) without a permit.

19. Parts of the Parking Lot 4 and 5, are monitored by video for security reasons (automatic payment machines, entrance and exit turnstiles). The surveillance images are stored for a duration of 72 hours. In the event of legal violations, the data will be stored until (judicial) clarification has been effected through legal channels.

Further information can be found in our privacy policy (<https://www.krimmler-wasserwelten.at/wk/en/service/privacypolicy>).

20. The court with local jurisdiction over the subject matter in 5020 Salzburg is responsible. Only Austrian law applies, excluding choice of laws rules of private international law

Lessor
Großglockner Hochalpenstraßen AG