

PARKING USAGE RULES FOR THE PAID PARKING PLACE
Truck Parking D4

Operator of the parking place: VanCity s.r.o., Za kasárňou 16, 831 03 Bratislava – municipal ward Nové Mesto, Company registration No.: 36 727 776

Operating premises: Truck Parking D4 Rovinka

Number of parking places: 153

Operating hours: 24 hours a day

Mode of payment: payment in the parking payment machine located next to the gate house based on the parking ticket to be submitted or in the parking pillar at the drive-out of the premises of the parking place

Parking Pricelist: a detailed Parking Pricelist is enclosed as Annex No. 1 to these Parking Usage Rules

Fee for the lost or damaged parking ticket: € 50.00 €

Drive-in and drive-out from the parking place will be monitored by a 24-hour camera. Camera records will be archived for 1 week.

I. GENERAL PARKING TERMS AND CONDITIONS

1. These Parking Usage Rules lay down terms and conditions for the usage of monitored parking bays of Customers, that are intended for the parking of trucks and passenger cars, between the Operator of the parking place and the holder or user of road trucks or passenger cars using the parking place specified above.
2. A monitored parking bay may only be used by the Customer that accepts these Parking Usage Rules, the Parking Pricelist which is enclosed as Annex No. 1 to the Parking Usage Rules, and has paid the parking fee, whereby an agreement is made by and between the Operator and the Customer. The agreement between the Operator and the Customer made under these Parking Usage Rules shall come into force by the receipt of the parking ticket by the Customer from the parking payment machine and driving in the parking premises by the Customer. The agreement between the Operator and the Customer shall terminate by the payment of the parking fee by the Customer in accordance with the Parking Pricelist which is enclosed as Annex No. 1 to these Parking Usage Rules, and driving out of the parking premises by the Customer with their vehicle. The Operator reserves the right to change the Pricelist unilaterally whereas the current Pricelist is available at the operating premises of Truck Parking D4.

II. PARKING SYSTEM

Instructions for the driving of the vehicle in the parking place:

1. Every customer must stop the vehicle before the entry turnpike. The registered customer will scan the card through the scanning device.
2. The nonregistered Customer will enter the parking premises after pushing the button on the parking drive-in pillar which will print out a parking ticket, and taking the parking ticket.
3. After lifting the entry turnpike, the Customer will drive the vehicle in the parking place and park the vehicle in the parking bay.
4. When leaving the parking bay, the Customer must take the parking ticket and must keep it safe. In the case of loss of or damage to the parking ticket by the Customer, the penalty for the lost or damaged parking ticket shall be EUR 50.00. The Customer must pay the fee for the lost or damaged parking ticket along with the parking fee.

Instructions for the driving of the vehicle out of the parking place:

1. Before leaving the parking premises, the Customer must pay the parking fee in the parking payment machine located next to the gate house based on the submitted parking ticket or in the parking pillar at the drive-out from the premises of the parking place.
2. After the payment of the parking fee in the parking payment machine located at the gate house, the Customer will have 15 minutes to drive the vehicle out of the parking place.
3. Every Customer must stop the vehicle before the drive-out turnpike. After stopping the vehicle before the drive-out turnpike, the Customer will insert the parking ticket into the scanning device which will lift the turnpike. After lifting the turnpike, the Customer will leave the parking place with their vehicle.

III. PARKING TERMS

1. The traffic in the parking premises is governed by the traffic signs which the Customer must fully respect in accordance with the provisions of the Act No. č. 8/2009 Z. z./Coll./ on the road traffic and on the amendment to the relevant Acts.
2. The driving speed in the parking premises is maximum 10 km/hour.
3. The movement of persons in the parking premises which is not related to the use of the parking place is not allowed.
4. The misuse of the neighbouring parking bay by an incorrect parking of the Customer's vehicle shall be considered as parking in two or more parking bays, and the Customer must pay the compensation for all of the occupied parking bays.
5. If the vehicle which is left off the designated parking bays makes up an obstacle to the road or pedestrian traffic, the Operator of the parking place may have the vehicle driven/towed away at the cost and risk of the holder of the vehicle.
6. Should the Customer breach these Parking Usage Rules, the Operator shall be entitled to tow the vehicle away at the cost of the Customer.
7. For the purposes of securing the payment of the financial liabilities due on the part of the Customer in relation to the parking of the Customer's vehicle (parking price, reimbursement of the costs incurred in the towing of the vehicle away, etc.), the Customer shall hold the lien over the parked vehicle of the Customer, including the case where the vehicle is not owned by the Customer but rather by a third person. In such a case, the Operator shall inform the Customer concerning the retention of the vehicle and of the reasons thereof, whereas the Operator shall be entitled to prevent the vehicle from leaving the parking premises by their own means. The lien shall expire by the fulfilment of the secured receivables or by the provision of a sufficient collateral.
8. The vehicles that are parked in the parking place must be in a due technical condition and must be approved for being used in the traffic operation.
9. The car park Operator is not liable to the Customer for any damage originated on the vehicle parked on the car parking space, including its damage, destruction, theft, or theft or damage of items in the vehicle. The person who caused the damage is responsible for it according to the valid legal regulations of the Slovak Republic. Parties of the monitored parking space provision agreement, i.e. the Operator and Customer, agree by concluding this agreement, that in case of any reimbursement of damage from the Operator to the Customer as a consequence of the car park usage by the Customer, the total sum of the Operator's reimbursement of damage obligation is agreed in the amount of EUR 1 (in a word: one Euro).
10. Driving vehicles by persons without a driving license as well as driving instruction are prohibited in the parking place.

11. The Customer shall take care to avoid any damage to the property of the Operator, and the Customer shall be liable for any damage caused by the Customer, or their vehicle, to the property of the Operator of the parking place.

IV. IN THE PARKING BAY USED, IN THE VEHICLE PARKED, AND IN THE WHOLE PARKING PREMISES, THE FOLLOWING IS PROHIBITED:

1. Parking on the grass areas.
2. Parking on the pavements.
3. Consuming alcohol drinks, drugs and psychotropic substances.
4. Leaving the litter off the litter bins.
5. Pollute parking bays, all other premises of the parking place as well as internal premises of the building with lavatories.
6. Leaving urine or stool in the places not designated for such purposes.
7. Leaving precious things at visible places in the locked and parked vehicles.
8. Leaving disabled persons, children and live animals in the parked and locked vehicles.
9. Placing any other objects than motor vehicles in the premises of the parking place.
10. Smoking and using an open fire and manipulating with flammable substances.
11. Leaving and storing objects of all kinds, especially objects made of flammable materials.
12. Washing the vehicle, performing repairs, replacing oil, or filling the fuels into the vehicle's fuel tank outside a regular petrol station stand, charging the accumulator or discharging the cooling liquid, with the exception of removing the fault on the vehicle in order to put the vehicle into operation.
13. Leaving the vehicle in operation for a period longer than necessary, testing the engine.
14. Parking the vehicle with a leaking tank or another damage threatening the environment and safe operation of the parking place, as well as overall parking of vehicles that are not in due technical condition and vehicles not meeting the technical regulations.
15. Parking vehicles in the traffic lanes before the drive-ins or drive-outs from the parking bay with regard to a possible interference with the smooth traffic.
16. Parking motor vehicles with snow chains on the wheels, or spiked tires.
17. Using sound signals.
18. Moving persons on the roller skates, skateboards and bicycles.
19. Parking vehicles outside designated parking bays.

V. THE CUSTOMER SHALL BE OBLIGED TO :

1. Close and lock the vehicle duly when parking it, and safeguard it against spontaneous movement initiation.
2. Park in only one parking bay.
3. Observe all traffic signs and warning signs, safety and fire instructions, instructions of parking place attendants and the Parking Usage Rules.
4. While moving in the parking premises, pay attention to their own safety, to avoid staying in the vicinity of turnpikes and their moving parts.
5. Pay an increased attention to pedestrians and avoid endangering their safety.
6. Use the parking bay only by the vehicle in the technically traffic-worthy condition and park only in the designated parking bay.
7. Keep the premises of the parking place clean and tidy.
8. Respect temporary restriction of the use of the parking bays due to cleaning and maintenance of the parking place.

9. Show the parking ticket at the drive-in to the premises of the parking place.
10. Devices can be used only after providing a parking ticket, which entitles the Customer for entry into the car park area, and which is connected to the obligation to pay the parking fee.
11. Compensate the damage caused by the Customer's acts to the other users or to the Operator of the premises of the parking place.
12. Carefully keep the parking ticket safe. The Customer shall be liable for the loss of and damage to the parking ticket. In the case of loss of or damage to the parking ticket, the Customer shall be bound to pay the fee of EUR 50.00 at the parking payment machine. The Customer shall pay the fee for the lost or damaged parking ticket in accordance with the valid Pricelist, for the whole time of using the parking place.
13. When a disorder of a parking payment machine is identified by the Customer, it shall be announced to the Operator of the parking place, without undue delay, at the gate house of the parking place. A faulty parking payment machine shall not authorise the Customer to park free of charge.

VI. THE CUSTOMER SHALL BE AUTHORISED TO:

1. Park the vehicle in the premises of the parking place for a period that they may find necessary.
2. Request an instrument proving the payment of the parking fee containing particulars of a tax instrument.
3. Use the premises of the parking place exclusively for the purposes of parking the vehicle.

VII. LIABILITY FOR DAMAGE

1. The Operator shall be liable for damage caused by breaching the legal obligation or the Parking Usage Rules.
2. The car park Operator is not liable in any case to the Customer for any damage originated on the vehicle parked on the car parking space, including its damage, destruction, theft or theft of items in the vehicle. The person who caused the damage is responsible for it according to the valid legal regulations of the Slovak Republic. Parties of the monitored parking space provision agreement, i.e. the Operator and Customer, have agreed by the concluding of this agreement that in case of any reimbursement of damage from the Operator to the Customer as a consequence of the car park usage by the Customer, the total sum of the Operator's reimbursement of damage obligation is agreed in the amount of EUR 1 (in a word: one Euro).
3. The vehicles that are placed in the premises of the parking place must be in due technical condition and must be approved for traffic operation. If plate numbers are removed from the vehicle and if, in the light of the condition or extent of damage to the vehicle, it may be reasonably assumed that the owner intends to get rid of the vehicle, such vehicle shall be handled in accordance with the valid legal regulations.
4. Customers and any other persons staying in the premises of the parking place shall be bound to take care to avoid any damage to the property of the Operator, and they shall be liable for any damage caused by themselves or their vehicles to the property of the Operator of the parking place.

VIII. THE OPERATOR SHALL BE AUTHORISED TO :

1. Collect the parking fee from the Customers in accordance with the valid Pricelist.
2. Request from the Customers to observe these Parking Usage Rules.
3. Refuse to allow the drive-in to the parking place for the vehicles whose technical condition does not meet the road traffic legal regulations, for the vehicles without the place number,

other vehicles that could damage the property of the Operator or the property of a third person situated in the premises of the parking place.

4. Close the parking place in the case of any danger or risk of danger that could be a direct or indirect threat to the life, health and property of the Customers and the Operator.
5. Notify the Police to install a technical device to prevent the drive-out of the motor vehicle at the cost of the Customer, if the Customer acts contrary to these Parking Usage Rules or traffic regulations, including the cases where the Customer parks their vehicle:
 - 5.1.1. In such a way that it forms a traffic obstacle in the premises of the parking place,
 - 5.1.2. In designated reserved bays,
 - 5.1.3. In the bays designated for disabled persons,
 - 5.1.4. Outside the designated parking bay,
 - 5.1.5. At the pedestrian crossing in the premises of the parking place,
6. Seek damages for any damage caused by the Customer to the Operator or to a third person in the premises of the parking place.

IX. THE OPERATOR SHALL BE OBLIGED TO :

1. Ensure the operation of the parking place within the meaning of the Parking Usage Rules and in accordance with other generally binding legal regulations valid in the Slovak Republic.
2. Keep the premises in the parking place clean and tidy, remove any obstacles that may influence the smooth operation of the parking place.
3. Allow the Customer to get acquainted with the Parking Usage Rules.
4. Conduct control and monitoring of the parking place during its operating hours.

X. CONTROL

1. Every Customer parking in the premises of the parking place shall be bound to observe these Parking Usage Rules, and, during the parking, to act so as to avoid any damage to the property, health or violation of the rights and interests of other persons and the Operator in the premises of the parking place.
2. Control of the observation of the Parking Usage Rules and the administration of the parking place shall be conducted by the Operator and the authorised officer of the Operator having a valid licence of a private security services officer (SBS).

XI. FINAL PROVISIONS

1. The Parking Usage Rules shall be observed by all Customers using the parking bays in the premises of the parking place.
2. It is strictly prohibited to manipulate with the facilities of the parking system (drive-in and drive-out terminals, turnpikes, payment facilities, cameras, etc.), and to interfere with their components.
3. The Parking Usage Rules shall become effective on 01 July 2023.
4. The Parking Usage Rules were released and displayed on the parking payment machine and also on the website www.truckparkingd4.sk.

At Bratislava, on 01 July 2023
Operator

VanCity s.r.o.
JUDr. Peter Seidner, Director

VanCity s.r.o.
Rastislav Rybanský, Director

Annexes:

1. Parking Pricelist for the parking in the premises [*]