

General Terms and Conditions regarding the Sale and Use of the Car Park Booking Service.

ARTICLE 1 - SCOPE OF APPLICATION

These general terms and conditions of sale (hereinafter referred to as "GTC") rule all relations between Biarritz Airport – Pays Basque, a public establishment of the joint association type under the General Local Authorities Code (Part 5, Book VII, Title II), whose registered office is located 7 Esplanade de l'Europe in ANGLET (64600), under the Siret number 25640163900040 hereinafter referred to as "**ABPB**", and any **customer** placing an order on the website <https://biarritz.aeroport.fr/en/parking-transport/parking/> hereinafter referred to as the "**Website**".

These general terms and conditions of sale are not applicable to orders placed by any other means, in particular through travel agencies and the ABPB personnel.

They may be modified at any time and without notice by ABPB, it being specified that the applicable GTC are those in effect online on the day of the order.

Any order placed on the Website implies the prior and unrestricted acceptance of these GTC. By placing an order, the customer certifies that he is a natural person of age, acting either on his own behalf or on behalf of a legal entity which he is duly authorized to represent. He acknowledges that he has full legal capacity to carry out transactions under these GTC.

ARTICLE 2 - DESCRIPTION OF THE SERVICE OFFERED ON THE WEBSITE

The booking of a parking space (excluding subscriptions) is a paid service corresponding to the booking of one or more parking spaces for a specific person, a specific starting date and time of the parking as well as a defined duration of at least 8 hours. This offer is proposed to users within the limit of the spaces available at the time of booking. It is the responsibility of the user having booked to find a free space in the reserved car park, it being understood that the booking guarantees that this space exists.

The user of the car park declares that he accepts unconditionally and unreservedly the ABPB car park regulations for the use of the ABPB car parks, which are available at the entrance of the car parks. Any booking of a parking space will necessarily imply the payment of the parking space during the booking process.

Rights of the booking holder: the parking booking gives a right of access to a prepaid parking space for a specified period and on the car park designated by ABPB, which reserves the right to direct on an ad hoc basis to other parks or parking places.

The parking service does not entitle the booking holder to a dedicated and previously identified parking space.

Provisions applicable to users who are customers of partner tour operators and travel agencies:

Partnership agreements can be signed up with travel agencies and tour operators with a professional license and who commercialize stays and flights from ABPB.

Terms and Conditions of Use:

The parking booking service is only available on the Internet and is accessible to people who have created a personal account.

This service is exclusively reserved for customers with an air ticket from ABPB.

Three car parks are available for online booking:

- Comfort Parking P2, no height limitation
- Premium Parking P4, no height limitation
- Long Stay Parking P5 (5 days minimum), no height limitation

All parking must be done in compliance with the marked parking spaces on the ground. Parking is possible for one vehicle only and it has to be the same vehicle.

ARTICLE 3 - TERMS AND CONDITIONS OF THE "CUSTOMER ACCOUNT"

When ordering for the first time on the Website, each new customer must create a "Customer Account" for which he/she must choose an identifier (or his/her email address) and a password made up of eight alphanumeric characters so as to personalize his/her navigation. At the end of this first registration, he/she will receive on the registered email address a message with a link to validate and confirm his/her registration. At each new visit, the customer will be authenticated by the combination of these two elements, which serve as a proof of his/her identity. The customer undertakes to provide true and sincere information when registering.

Passwords and identifiers are personal and confidential data that the customer agrees not to disclose. He/she will be therefore held personally responsible for their use. The recorded data is proof of all the transactions made by the customer on the Website.

Any attempt to substitute another customer's password or identifier is strictly forbidden. ABPB reserves the right to automatically delete the customer's account, without notice or compensation, in the event of non-compliance with these GTC, particularly in the event of fraudulent use.

ARTICLE 4 - TERMS OF BOOKING

The booking is to be paid when subscribing on the Internet. The rate applied is the one proposed at the time of booking. In addition to the price of the booking, the customer will have to pay a flat fee of €3 (three) tax included, entitled "Booking fees". In case of cancellation of the booking, these booking fees are not refunded.

Once the booking form has been duly completed, the booking validated and the payment made, the customer will receive a confirmation email on the email address indicated when creating the account, containing the paid invoice corresponding to the booking, the summary of the order, the booking number and the QR code to be presented at the park entrance or the license plate (if this method of access is chosen). When connecting for the first time, the customer will also receive an email confirming the creation of his/her customer account and specifying his/her login and password.

Invoices are issued according to the information provided by the customer in the booking form (identity, billing address).

Invoices are attached to the confirmation e-mail received by the customer at the e-mail address he has entered. They can also be consulted on the customer's account in the "Bookings" section. In case of payment of overruns, the customer will be sent a receipt.

ARTICLE 5 - BOOKING CONDITIONS

The booking of a parking space can only be made a maximum of 6 months and a minimum of 4 hours before the date of entry of the vehicle.

This service offers the possibility of reserving a parking space for 8 hours minimum, with no maximum duration.

The service cannot be considered as used and will not be refunded if the vehicle accesses the car park outside the guidelines provided below:

- Date and time of arrival in the car park = date and time of entry into the car park specified in the booking with an entry latitude of two (2) hours earlier
- Date and time of departure from the car park = date and time of exit from the car park specified in the booking with an overrun latitude of one (1) hour

After this one (1) hour period, overruns are billed according to the P2 Park rate schedule in effect, and any portion begun is due. ABPB therefore recommends that its customers allow enough time between the time of arrival of their flight and the time they leave the car park. **Under no circumstances can ABPB be held responsible for any overrun linked to events outside the Online Parking Booking Service, in particular in the event of a flight delay or cancellation.**

Early departure does not entitle you to any refund, except when using the right of withdrawal (see Article 10).

WARNING: for a smooth running of the trip, it is up to the customers to allow enough time between their arrival time at the airport and their accessing the plane, taking into account the indications given by the airline company. They must be particularly aware of their Check-in Deadline (CID), and/or their deadline for presentation at boarding. ABPB shall not be held responsible in the event of a denied boarding for arrival at airline counters after the Check-in time and/or the time limit for presentation for boarding.

It is also important for customers to allow enough time between the arrival time of their flight and the time they leave the car park. ABPB cannot be held responsible for any overrun due to external events.

It is strictly forbidden to accumulate several bookings on overlapping dates for the same Beneficiary.

It is not possible to modify a booking after it has been validated and paid for. The customer will only be allowed to cancel it.

CANCELLATION can be made up to 6 hours before the scheduled time of entry into the car park by the customer in the section dedicated for this purpose in his/her customer account (Bookings/Settings/Cancellation). Customers will be refunded (excluding booking fees) directly to their bank account (the account attached to the bank card used to place the order) within a fortnight of the date on which ABPB is informed of the cancellation request.

ARTICLE 6 - FINAL VALIDATION OF THE ORDER

The different stages of an order are detailed throughout the ordering process on the Website. Customers are informed of the characteristics and availability of the services offered directly on the Website.

They can be adapted by ABPB at any time to better suit the expectations of its customers.

Once the customer has read and accepted the present GTC by ticking the box "I have read and I accept the general terms and conditions of sale", the customer finalizes and validates his/her order definitively.

The customer then receives a summary of the information regarding his/her order by an automatically generated confirmation e-mail, once the payment confirmation page has been displayed. It is recommended that the customer archives or prints out this confirmation e-mail

as well as the payment certificate. This information is also available in the "Customer Account".

Any new order from the customer is only accepted after the customer has paid in full and regularly the amounts due for his/her current orders.

It is possible to make several orders with a single Customer Account for one or more Beneficiaries.

ARTICLE 7 - PRICES

All prices are quoted in euros and include all taxes. They are subject to fluctuations and can be updated at any time. The prices invoiced are those in force on the day the order is validated.

ARTICLE 8 - TERMS OF PAYMENT

A payment made to ABPB cannot be considered as a deposit. The only authorized means of payment is by credit card, through a secure payment system. Only cards from Carte Bleue, Visa, Eurocard/Mastercard networks are accepted, for which the customer explicitly acknowledges having the rights of use.

Under no circumstances, even on the grounds of a complaint, may the customer retain all or part of the sums due, nor make any compensation whatsoever. All orders are paid in cash and debited as soon as they are accepted. A receipt is available in the "Customer Account".

In addition to the price of the booking, the customer will have to pay a flat fee of €3 (three), tax included, entitled "Booking fees".

Some promotional operations may entitle the customer to occasional discounts over a given period, of which the customer will be informed before payment of his/her order.

The service will not be sold if the payment proves to be irregular, incomplete or non-existent, whatever the reason.

ARTICLE 9 - TERMS AND CONDITIONS OF USE & ACCESS TITLES

Once the purchase is confirmed, and in order to use the purchased product, the customer will be able to choose between the following access modalities:

The License plate reading

This option is visible in the "Means of Access" step: the customer must enter his/her license plate number in the field provided for this purpose. This possibility is non-binding and free of charge for the customer. Customers using this service are advised to bring another access card in case of an error in reading the number plate through the terminal at the park entrance (see below).

The QR Code (2D barcode) sent by email (smart phone and internet connection are required to download the image of the QR Code).

The customer will receive the download link for the QR Code image, which must be kept.

To verify the good quality of the image, the customer must ensure that the information and the QR Code are legible.

The QR Code is non-exchangeable and non-refundable. It is personal and non-transferable. The QR Code is only valid for the product, on the date and under the conditions stated on the associated image.

It is strictly forbidden to reproduce, duplicate, transfer, or forge a QR Code in any way. Reproduction or transfer of the QR Code and use of the copy of this QR Code are subject to criminal prosecution.

□ **The QR Code (2D barcode) printed on A4 paper**

The printing of a ticket with QR Code is at the customer's expense: it requires a printer in order to be able to print the title on a white sheet of A4 paper. The customer can print his/her ticket in black and white or in colour. The ticket is only valid if it is printed on white, blank A4 paper. The validity of the ticket is checked to access the service. The print quality must be good. Partially printed, soiled, damaged or illegible tickets will not be accepted and will be considered invalid. In the event of an incident or poor print quality, the customer must reprint the PDF file. To check the good quality of the print, the customer must ensure that the information written on the ticket, as well as the QR Code, are legible. The ticket is only valid for the product, on the date and under the conditions stated on the ticket.

If the customer does not present the QR Code at the entrance of the car park, he/she will have to take a ticket directly at the entrance terminal and a new payment will be requested on his/her return. No refund will be made in case of misuse of the booking (forgetting the access code of the car park or parking in another car park than the reserved one).

There will be no refund made in case of non-use or partial use of the booking.

The QR Code issued by ABPB is strictly personal and confidential and it is the user's responsibility to store it until the parking start date and time. If the QR Code has already been used by a third party when the user arrives at the entrance of the car park, access to the car park will be refused. ABPB declines all responsibility in case of fraudulent use of QR Codes.

Entry to the reserved car park shall be according to the following process:

- The customer must scan his/her QR Code at the park entrance.

(WARNING: do not press the button to get the ticket.)

OR-

The Customer is identified by the number plate indicated at the time of the booking.

(WARNING: the license plate must be the one entered when booking online. Do not press the button to get the ticket.)

- Parking is free inside the car park, in conformity with the spaces' limits painted on the ground and the spaces reserved for people with reduced mobility (the EU Disability Card should be placed on the dashboard).

Exit of the car park shall be according to the following process:

- The barrier will be activated either by license plate recognition or by QR-Code reading.

- In the event of time overruns, the customer will be asked to make an additional payment. The customer will be able to pay by credit card at the exit terminal. A receipt of payment will be issued by the machine.

- Any exit from the car park is final.

In case of loss or problems in getting out, the customer must call an "Agent" via the intercom systems located on the exit terminals of the car park. The Agent then verifies the customer's booking in the databases before allowing the customer to exit the car park. Any user arriving at a car park without a booking number and/or QR Codes may be refused access to his/her reserved space.

If an agent asks to check the booking, the customer must obligatorily provide an official, valid identity document with a photograph. ABPB reserves the right to cancel a car park booking if fraudulent use is suspected.

ARTICLE 10 - WITHDRAWAL PERIODS

In accordance with articles L 221-28 and the following of the Consumer Code, customers have a right of withdrawal for a period of 14 days from the validation of their order, without having to justify any reason or pay a penalty.

To exercise their right of withdrawal, customers may directly use the standard withdrawal form or any other document that they may send to ABPB (by post to Aéroport de Biarritz - Pays Basque Service Extra-Aéronautique, 7 Esplanade de l'Europe 64600 ANGLET or by email to extra.aeronautique@biarritz.aeroport.fr) provided that they request unambiguously to withdraw. In all cases, the document of withdrawal must include at least the names and surnames of the customer as well as his/her order number, customer number, email address and phone number.

The customer shall then be refunded the price within a fortnight from the date on which ABPB is informed of the customer's decision to withdraw. Refunds are made directly to the bank account attached to the card used for the order.

When the user selects dates for the provision of services before the end of the withdrawal period, the acceptance of these GTC at the time of booking is deemed to be an express request within the meaning of Article L 221 -25 of the French Consumer Code.

In accordance with the provisions of Article L.221-28 of the Consumer Code, the right of withdrawal cannot be exercised regarding contracts:

- for the supply of services which have been fully performed before the end of the withdrawal period and the performance of which has begun after the consumer's prior express agreement and express renunciation of his/her right of withdrawal.
- for the supply of goods or services whose price depends on fluctuations on the financial market which are beyond the trader's control and which may occur during the withdrawal period.

ARTICLE 11 - LIABILITY

Parking, traffic and maneuvering operations inside the car parks are subject to the provisions of the prefectoral decree establishing the police measures applicable on the ABPB airport and must comply with the conditions described in the car park regulations in force, posted inside the airport or available on the website <https://biarritz.aeroport.fr/en/parking-transport/parking/>.

ABPB reminds its customers that the Highway Code applies to all roads open to public traffic, especially car parks.

Parking as well as traffic, maneuvering and other operations within the car parks are carried out at the customer's risk and under his/her full responsibility, the fees collected being only parking fees and not for guarding, surveillance or storage of the vehicle. ABPB declines all responsibility in the event of damage of any kind, accident or theft of the vehicle or of all or part of the objects or equipment contained in the vehicle, which are the only and exclusive responsibility of the customer.

Parking booking service

ABPB shall not be held liable in cases where the failure to perform its obligations is attributable to a case of Force Majeure as defined by French law. Likewise, it cannot be held liable in the event of:

- disturbances or breakdowns inherent in the use of the Internet network affecting navigation on the Website;
- malfunctions attributable to third-party software;
- external intrusion or the presence of computer viruses on the customer's computer.

In the event of unavailability of the services ordered by the customer, ABPB shall make its best efforts to remedy the situation or offer a similar solution.

ARTICLE 12 - PROTECTION OF PERSONAL DATA

ABPB offers a parking booking service. In this context, ABPB will collect the following personal data when creating the customer account:

First name, last name, address, email, phone number and vehicle registration number

Depending on the choices made when creating or consulting his/her "Customer Account", the customer may receive information, commercial offers and news (newsletter) from ABPB, from which it is possible to unsubscribe at any time by unchecking the corresponding options.

These data are kept for 3 years after the end of the business relationship. In accordance with the applicable regulations relating to personal data, the customer has the right to access, rectify, limit the processing, oppose, portability and erase data concerning him/her by sending a request by e-mail to aeroport.biarritz@dpo.consulting. A reply shall then be sent within one (1) month following receipt of this request.

ARTICLE 13 - COOKIES

When visiting the Website, cookies are placed on the customer's terminal (computer, tablet, etc.). These cookies are in no way used to collect personal data. They allow ABPB to measure its audience, improve navigation and identify malfunctions. As soon as the customers access the car park booking page, they will be informed that the Website will place cookies, and they will be able to choose to deactivate them in whole or in part without it hindering their ability to use the service.

List of placed cookies :

| # | 1 | 2 | 3 |
|---------------------|---|---|--|
| Rental | <a href="https://<...>/iPCP/login">https://<...>/iPCP/login (set before login) | <a href="https://<...>/iPCP/login">https://<...>/iPCP/login (set before login) | <a href="https://<...>/PCP/login">https://<...>/PCP/login (set before login) |
| Cookie Name | JSESSIONID | userLocale | ipcp.jsCookieCheck |
| Category | Mandatory | Mandatory (no multi language support without this cookie) | Mandatory If not set the cookie hint would have to be places at each page |
| Type | Session | Permanent | Permanent |
| Validity | Until end of user session | 24 hours | 1 year |
| Cookie usage | User session To identify all actions of the user belonging to one session | Stores the current user language , e.g. French To show all pages in the language the user selected | Stores the information that the user has accepted the cookie information If not available user would have to accept them every time the Website is opened |

ARTICLE 14 - CUSTOMER SERVICE

For any questions, requests for information or complaints, the user can contact our Customer Service at the following address: ml.perez@biarritz.aeroport.fr.

ARTICLE 15 - FINAL STIPULATIONS

ABPB archives purchase orders and invoices on a reliable and durable system constituting a accurate copy, in accordance with the provisions of Article 1348 of the Civil Code. The computerized registers, kept in ABPB's computer systems under reasonable conditions of security, are considered as proof of communications, orders and payments by the customer. These GTC are subject to French law.

Should any of the clauses or provisions of these GTC be invalidated or declared illegal by a final court decision, such invalidity or illegality shall in no way affect the other clauses and provisions, which shall continue to apply in full.

RIGHT OF WITHDRAWAL FORM
in application of Article L.221-18
of the Consumer Code

Form to be returned at the latest on the 14th day after the subscription of the order/purchase/booking, completed and signed in a perfectly legible manner, to the following postal address:

AÉROPORT DE BIARRITZ - PAYS BASQUE
Service Extra-Aéronautique,
7 Esplanade de l'Europe 64600 ANGLET

Or electronically at the following address:
extra.aeronautique@biarritz.aeroport.fr

I, the undersigned, Mr./ Mrs. *(Name and first name of the customer)*

.....

Customer's address:

.....
.....

Contact *(phone or email of the customer)*:

.....
.....

Declares to cancel the following booking:

Nature of the booking:

.....
.....

Date of the booking:

Booking number:

(Place) (Date)^o

Signature and name of the customer