

GENERAL TERMS AND CONDITIONS FOR FAST TRACK AT EINDHOVEN AIRPORT

Article 1 Definitions	
EANV:	Eindhoven Airport N.V.
Fast Track (service):	The EANV service that allows the User, against payment, to make use of a priority procedure at the airport's Security Check. The priority procedure means that the User can join the front of the queue for the Security Check upon presentation of a Fast Track ticket.
Security Check:	The security check of the passenger and the luggage at the airport Eindhoven Airport.
User:	The person who wishes to use the Fast Track service at Eindhoven Airport.
Fast Track ticket:	Proof/confirmation of the Reservation issued by EANV which serves as a ticket for the Fast Track lane.
Fast Track agreement:	The agreement between the User and EANV concerning Fast Track, to which these Terms and Conditions apply.
Fast Track lane:	A marked walking route (marked on the floor) to guide the User to the Security Check.
Fast Track desk:	The desk in the terminal building of Eindhoven Airport marked 'Fast Track', where the User can report with his/her Fast Track ticket.
(Fast Track) Reservation:	A Fast Track reservation order submitted in full to EANV via the Website, which order is confirmed with a reservation number. The User agrees to these Terms and Conditions when making the Reservation.
Booked date and time:	The date and time booked by the User on/at which he/she wishes to use Fast Track.
Terms and Conditions:	These general terms and conditions accompanying the Fast Track agreement.
Fee:	The amount owed by the User for the use of Fast Track.
Website:	The website www.eindhovenairport.nl as operated by EANV on the Internet.

Article 2 – Reservation, change and cancellation

- 1. Fast Track can only be reserved by completing the booking form for Fast Track (whether or not in combination with another EANV product) on the Website.
- 2. The User must state the information requested in the booking form on the Website for the purpose of making the Reservation. Once the User has made his or her selection, a full statement will be displayed along with a statement of the Fee due. The User will subsequently be asked to visit the electronic payment facility in order to pay the Fee due. When the User subsequently clicks on the button to finalise the payment, the Fast Track agreement will be concluded and the User will be bound towards EANV by the Reservation made by him or her.
- 3. After having finalised the Reservation, EANV will confirm this by sending a booking confirmation and Fast Track ticket by e-mail to the e-mail address submitted by the User. The User is responsible for submitting a correct and valid e-mail address. EANV cannot be held liable for non-delivery of the booking confirmation. The booking confirmation serves as proof of the existence and content of the Fast Track agreement.
- 4. The statutory right of withdrawal does not apply to a Reservation. Agreements for the provision of services that serve to make parking facilities available on a specific date or during a specific period are exempt from the right of withdrawal. However, the User can change or cancel his/her Reservation if and insofar as the conditions set in paragraph 5 of this Article 2 are met.
- 5. The User can change or cancel his/her Reservation until 12 noon (CET) on the day prior to the Booked date and time via the link "manage my booking" (*beheer mijn boeking*) in the booking confirmation as referred to in paragraph 3 of this Article 2.
- 6. Only in the event that a Reservation is changed or cancelled in accordance with the conditions set in paragraph 5 of this Article 2 will the Fee be refunded in whole or in part.
- 7. It is not possible to change or cancel a Reservation in violation of the conditions set in paragraph 5 of this Article 2. In that case, there will be no right to a refund in any form whatsoever.
- 8. Fast Track bookings not booked directly with EANV (on the Website), but made via/booked with third parties cannot be cancelled or changed. Therefore, paragraphs 5 and 6 of this Article 2 do not apply to these reservations.
- 9. It is not permitted to make a Reservation for commercial purposes. A Reservation is strictly personal and is not transferable (for commercial purposes).

Article 3 – Payment

The User must pay the Fee owed for the Reservation by using (one of) the payment methods offered via the electronic payment facility on the Website. By approving the payment in that electronic payment facility, the User explicitly agrees to have the Fee due debited from his credit card or bank account.

Article 4 – Fast Track access

- 1. For access to the Fast Track lane, the User must present the Fast Track ticket and his/her boarding pass at the Fast Track desk in the terminal building. Here, EANV will check and validate the User's Fast Track ticket and boarding pass for access to the Fast Track lane.
- 2. The User is allowed to use the Fast Track lane for a maximum of two hours before and/or after the booked time.
- 3. All passengers are subject to the same security rules and procedures at the airport. It is and remains the responsibility of the User to pass through the Security Check in time.

Article 5 – Liability

- 1. The User will use Fast Track at his or her own risk. EANV will not be liable for any damage or loss of whatever nature and whatever cause, unless there is wilful misconduct or gross negligence on the part of EANV.
- 2. EANV accepts no liability for any damage or loss that may occur as a result of the fact that, at the discretion of EANV or any other agency, the airport, or any part thereof, such as its terminal building, could temporarily not be accessed.

Article 6 – Contact

All written requests and/or communications arising from or connected with these Terms and Conditions must be sent to: <u>parkeren@eindhovenairport.nl</u>.

Article 7 – Governing law and competent court

- 1. The Fast Track agreement is governed exclusively by Dutch law.
- 2. Any dispute between the parties will be submitted exclusively to the competent court in the district of Oost-Brabant, the Netherlands.