



WAIMEA HOLDING

WAIMEA LOGISTIC PARK
Korzowa

RULES AND GENERAL TERMS

APPLICABLE TO THE PAID PARKING AT THE WAIMEA KORCZOWA LOGISTIC PARK

By the entrance to the car park, the User concludes short-term contract with the East A4 Logistic Park 1 LLC, established by address ul. Ojcowska 1/1 , 02-918 Warsaw , registered as a company by the District Court of the Capital City Warsaw, XIII Commercial Division of the National Court Register – KRS №0000503829, Tax №5213669741 , REGON №147172365 (referred to as " East"), for the use of parking space under the conditions specified in these Rules (Art. 69 and Art. 384 § 2 of the Civil Code).

In case of not accepting the following Rules, the User has the right to leave the parking lot immediately without paying a fee. The basis of the Rules is the Act of 20 June 1997 *Traffic Law* (Journal of Laws of 1997 №98 , item. 602, as amended).

§ 1.

General Rules

1. The lease agreement becomes valid immediately after entering the parking lot and ends after leaving the premises. The ticket serves as a proof of hereto mentioned agreement.
2. The basic hourly parking fee is based on current Price List attached below.
3. The parking fee needs to be paid at the restaurant, at main office.
4. East considers a person submitting the parking fee as the one authorized to operate the vehicle.
5. In case of a lost or stolen ticket, the User is expected to pay a full 24 hour parking fee.
6. In case of a lost parking ticket, the User is expected to provide appropriate authorization to operate a specified vehicle.
7. Parking fees apply 24/7 (every day, every hour).

§ 2.

Traffic Regulations

1. Traffic regulations (*the Highway Code*) are to be obeyed at the entire parking premises.
2. The User is expected to obey this Agreement or any other instructions provided by the employees of East or other authorized entity permitted to administer the parking lot.
3. The full control of enforcing parking regulations are designated to the employees of East or other authorized entity permitted to administer the parking lot.
4. User is obliged to park his/her vehicles only in the designated parking spaces, according to the vertical and horizontal marking.
5. Unauthorized users are not allowed to do the following:
 - a. Park at the spaces intended for disabled people;
 - b. Occupy more than one parking space per one vehicle;
 - c. Park outside of the designated parking spaces;
 - d. Block the movement of any other parked vehicle or engage in any hazardous, illegal behavior;
 - e. Park on traffic routes, fire roads, next to walls, and pedestrian crossings;
6. All vehicles violating the Rules or Traffic Regulations will be towed at the owners expense.



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7. The driver whose vehicle has been blocked is obliged to contact the East to pay an additional fee, which is a contractual penalty for parking in violation of these Rules, in accordance with the current Price List.
8. East is entitled to demand the immediate evacuation of the parking lot by any Users posing a threat to the parking lot.

§ 3.

Responsibility of the Parties

1. Responsibility of the Parties, in particular regarding the lease agreement, are defined in the *Civil Code*, and in that section of the Rules.
2. East is liable only for proven damages caused by the its employees or contractors that have taken place in the course of the lease.
3. East or other entity designated by the East, which was appointed to administer the parking, is not liable for damages arising from the theft, loss or destruction of the vehicle and objects left in the vehicle.
4. The User is obliged to inform immediately, but not later than before leaving the parking lot, about the occurrence of the damage for which East may be liable, under the penalty of losing the right to a claim.
5. East is not liable for damages resulting from the actions of third parties, force majeure and the failure by the User to comply with these Rules.
6. All related complaints should be submitted in writing to the address: East A4 Logistic Park 1 Sp. z o.o., ul. Ojcowska 1/1, 02-918 Warsaw.
7. User is responsible for all damages, including littering caused by himself, his employees, co-workers or people accompanying him.
8. User is liable for damages caused by a third party in case of devotion to a third party of his parking ticket or the loss of parking ticket.

§ 4.

Safety Regulations

1. The speed limit at the parking lot is 10 km/h.
2. At the entire parking lot, the following is strictly prohibited:
 - a. Smoking;
 - b. The use of open fire;
 - c. Storage of fuels, flammable materials and empty containers after the fuel;
 - d. Refueling;
 - e. Repair and other maintenance services;
 - f. Car washing, cleaning and vacuuming;
 - g. Any form of car pollution or littering;
 - h. Leaving the vehicle with the engine running;
 - i. Parking of vehicles with system/installation leaks or causing leaks of fluids and fuel;
 - j. The presence of unauthorized persons;
 - k. Remaining in the parking lot longer that is necessary to leave or exit the car from the parking lot.