



# Terms & Conditions of Parking for Exhibitors

## Rental contract – Office responsible for data

1. The object of this contract is the renting of parking spaces to the exhibitor (renter) in a multi-storey parking garage or other parking facility in the outdoor exhibition area of Messe München GmbH.
2. The contract comes about via the order placed by the renter and its acceptance by Messe München GmbH, whose acceptance can also take the form of the dispatch of the parking permits or the depositing of same for collection by the renter.
3. Guarding, supervision, safe custody and the provision of insurance protection are not objects of this contract. Even if the relevant personnel is present in the parking facility or the parking facility is observed with optical-electronic equipment (video surveillance), this is not connected with any assumption of safe-keeping duties or liability, above all not in respect of theft or damage. As far as video surveillance is concerned, the office responsible for this as defined by the BDSG (German Data Protection Act) is Messe München GmbH, Data Protection Officer, Messegelände, 81823 München, Germany, Tel. +49 89 949-20040, datenschutz@messe-muenchen.de.

## Parking fees—Rental period—Opening hours—Parking permits

1. The renting of parking spaces is only possible for the entire duration or for one day of the trade fair quoted in the order form (rental period). Entrance and exit are only possible during the opening hours indicated on site.
2. The renter has no claim to a specific parking space or a parking space in a specific parking facility.
3. The rental charge (parking fee) is determined by the number of days and the rental charge per parking space quoted in the order form.
4. The renter receives a non-transferable parking permit (code card or other authorized permit) for the rental period per rented parking space, which entitles the user to access the parking facility. The given holder of the parking permit is also entitled to use the given vehicle; Messe München GmbH is authorized but not obliged to verify this entitlement. The parking permit is—insofar as it is not a code card—to be placed inside the front windscreen in an easily readable position or—in the case of trucks / trailers—to be stuck on to the vehicle. The renter is advised to treat the parking permit with great care as the replacement of any lost permit is excluded.
5. In the event of the parking permits being dispatched at the request of the renter, the risk of loss of the given parking permits is transferred to the renter upon the supply of same to the dispatch company. Neither Messe München GmbH nor its contractual partner for the parking facilities assume any liability for the late receipt of parking permits (i.e. after commencement of the trade fair) if the parking permits were verifiably supplied to the dispatch company no later than 7 days within Germany, 14 days within the EU and 28 days outside the EU prior to the commencement of the trade fair.

## Terms of usage

1. Vehicles may only be parked within the parking facility and on designated parking spaces. Should parking attendants be present, the renter is to park in the parking space he or she is allocated. If parking spaces are reserved for renters with special authorization (e.g. parking space reservations, handicapped persons), the renter is required to show this entitlement if asked to do so.
2. Vehicles may be driven no faster than walking pace in the parking facility.
3. In the parking facility, the following are not allowed:
  - the storage of objects and waste, notably fuels and flammable objects as well as empty fuel containers,
  - the disturbing of persons in the vicinity via the unnecessary running of engine and honking of vehicle horns,
  - the parking of vehicles with leaky fuel, oil, cooling water or air-conditioning tanks or of vehicles in an otherwise unfit state,
  - the usage of the parking facility for anything other than parking a vehicle, above all for camping purposes,
  - the repair or servicing of vehicles,
  - the polluting of the parking facility, notably by way of cleaning the vehicle, discharging radiator water, fuel or oil,
  - usage of roadways including entrances and exits by pedestrians unless no walkway or hard shoulder is available,
  - smoking and usage of fire,
  - the usage of bicycles, mopeds, inline skates, skateboards and other vehicles or similar equipment or parking of same in the parking facility,
  - the parking of such vehicles as require but do not have police authorization
  - the affixing or distribution of company signs, flags, business cards or other promotional material.

4. In all other respects, the renter must abide by Messe München GmbH's house and usage rules, observe the instructions given by the relevant personnel as well as complying with the traffic signs and other signs on site.

5. For all other purposes, the provisions of the German Highway Code apply accordingly.

## Liability of Messe München GmbH—Excess—Exclusion periods

1. Messe München GmbH is liable for any personal damage (damage to life, body and health) which is attributable to a breach of duty for which Messe München GmbH, its legal representatives or its agents are responsible as well as for any other damage attributable to a wilful or grossly negligent breach of essential duties by Messe München GmbH, its legal representatives or its agents. Moreover, Messe München GmbH assumes liability merely for other damage attributable to the negligent breach of essential duties by Messe München GmbH, its legal representatives or its agents. In such cases, Messe München GmbH is only liable if the damage concerned is of a typical and not consequential nature and only up to an amount equivalent to the five-fold sum of the rental charge; this limitation of liability only applies vis-à-vis companies, legal entities subject to public law and special funds subject to public law.
2. Prior to leaving the parking facility, the renter is obliged to immediately notify the relevant personnel via the designated (emergency) intercom on the pay machine, exit facility or entrance gate of any obvious damage to his or her vehicle, and to give the staff concerned the opportunity of examining it. Should this be impossible or unreasonable for the renter, notification must be made in written form to Messe München GmbH within 14 days of the damage being incurred. In the case of damage being incurred that is not obvious, notification must be made in writing within 14 days of the damage being discovered (exclusion period). Should the renter violate his or her notification obligation as per the above section 1, all claims for compensation on the part of the renter are excluded unless the renter is not responsible for the violation concerned. This exclusion of liability does not apply if the renter incurs personal damage or the damage is attributable to Messe München GmbH's grossly negligent or wilful behaviour.
3. The above items 1 and 2 apply irrespectively of whether Messe München GmbH's liability arises from the rental contract or other legal grounds.

## Liability of the renter

The renter assumes the liability for all damage incurred by Messe München GmbH or any third parties caused by his culpable behaviour or by that of his employees or persons accompanying him. Moreover, he assumes liability for any culpable soiling or polluting of the parking facility on his part..

## End of contract—Termination—Cancellation—Clearance

1. The contract ends at the same time as the end of the last day of the trade fair designated in the order form.
2. Either party is entitled to terminate the contract for good reason without giving notice. A good reason for Messe München GmbH is above all given if the renter repeatedly violates the terms of usage, despite being reminded of his duties in this respect, unless the renter is not responsible for the violation concerned.
3. Cancellation of contract on the part of the renter is only admissible if the declaration of cancellation is received at the very latest by 12:00 on the first day of the trade fair. Reimbursement of the rental fee depends on the prior return of the parking permits.
4. In the case of the violation of the terms of usage or its property rights, Messe München GmbH is entitled to have the vehicle towed away at the renter's expense. Messe München GmbH is further entitled to remove the vehicle from the parking facility in the case of imminent danger.

## Place of jurisdiction

Insofar as the contracting parties are traders, legal entities under public law or special funds under public law, or at least one of the contracting parties has no general place of jurisdiction in the Federal Republic of Germany, or moves its domicile or usual place of residence out of the Federal Republic of Germany after the conclusion of contract, or in the case of whom its domicile or personal place of residence is unknown at the time legal action is taken, Munich is the agreed place of jurisdiction for all legal disputes arising from this contract. Alternatively, Messe München GmbH is also entitled to assert its claims vis-à-vis the other contracting party with such court as is competent for the place in which the other contracting party has its registered office or branch office.