



Messe München

Long-term Parking Permits for Passenger Cars (Orders within Europe only)*

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For forwarding to:

APCOA Parking Deutschland GmbH

Lilienthalallee 40 | MOC | F004

80939 München | Germany

Tel +49 711 94791-290

apcoa-moc-parking@apcoa.de

Exhibitor

Hall / Stand no.

VAT no.

Contact

Street / P.O. Box

E-mail

Country / Town / Postcode

Tel. with area code and ext.

Fax with area code and ext.

The price for a long-term parking permit is EUR 14.00/day incl. VAT. A QR code will be sent to you by e-mail for each long-term parking permit order. With this QR code, your long-term parking ticket will be issued when you first enter the parking garage.

I/We hereby order

No. of Tickets	1st Day	last Day

We hereby authorize a SEPA direct debit mandate** for the amount due for payment of the above, to be deducted from

my/our bank

IBAN code

SWIFT/BIC

bank

(*only within Europe)

will be remitted by means of bank transfer after receipt of the invoice.

The handling fee is EUR 1.00 gross per order; for all transfers made from outside Germany, an additional charge of EUR 5.00 will be raised.

In order to avoid errors, we would ask you to ensure that the name of the exhibition and the invoice number are stated when making payment.

We beg your understanding that, for technical reasons, only these two methods of payment are possible.

* Customers from outside Europe must purchase and pay their tickets on-site at the parking control center.

■ Important to note

The parking permits are valid for the underground garage of the MOC Veranstaltungszentrum München only. Kindly present the parking permits each time you enter or leave the car park.

Opening hours: every day during the exhibition, the garage is open one hour prior to commencement and one hour after the close of the exhibition

Parking spaces for cars and/or small delivery vehicles are available in the parking garage (max. entrance headroom 2.20 m) for use by exhibitors. For orders received within ten calendar days of the start of the exhibition, the parking permits can no longer be dispatched by mail. Provided sufficient space is still available, the permits will be ready for collection at the parking control center (exit, 1st underground level) on the last setup day or on the first show day, and are payable on site. QR codes which have not been redeemed may be returned to the parking control center for refund on the first trade show day. Unused permits cannot be refunded after the exhibition has ended. Lost QR codes or tickets will not be replaced free of charge. The parking control center phone number is +49 711 94791-307 (exit, 1st underground level). No company signs, flags or advertisements may be put up or distributed in the underground parking garage.

APCOA PARKING GmbH has the sole right to the commercial sale of parking permits. The person acquiring the permits undertakes to use the parking permits exclusively for private purposes or to forward the permits to third parties exclusively without price surcharge. Resale of parking permits for commercial purposes (for the purpose of generating profit) as is unauthorized by or without the approval of APCOA is prohibited. Any violation of the prohibition above is subject to a fine amounting to EUR 2,500 due to APCOA by the reseller/infringer. APCOA reserves the express right to assert claims for compensation above and beyond the aforementioned amount.

■ User information for long-term parking permits

- For each QR code, a long-term parking permit valid for the term ordered will be issued at the first drive into the garage. The validity period of the parking ticket begins on the date of issue.
- Insert the permit with the barcode facing upwards into the access/exit scanner in the direction of the arrow. The barrier opens automatically after the permit is removed.
- The access/exit cycle must be complied with at all times! The options "access - exit - exit" and "exit - access - access" are not available! Kindly use the permit even if the barrier is open!
- Long-term permits that are lost will not be replaced.

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Place / date

Company stamp and legally binding signature of exhibitor

5. Should the permit not function despite proper usage thereof, please obtain a car park ticket from the machine and report to the car park control center with the permit and the car park ticket so that the functionality of the permit can be restored.
6. Any attempt to use one permit to access/exit with several vehicles at the same time will not work and will result in the permit being confiscated in all cases.
7. Moreover, we would like to point out that manual handling of or damage to the barrier system will have consequences under criminal law.
8. Keep permits in a safe place, do not bend or expose them to direct sunlight.

■ General Terms and Conditions of Parking for Holders of Long-term Permits

I. Rental contract, data protection office responsible

1. The object of this contract is the renting of parking spaces in an indoor car park or outdoor car park (**parking facility**) to the customer (**tenant**) in accordance with the long-term rental contract and the following terms and conditions that the tenant herewith recognizes.
2. Guarding, supervision, safe custody and provision of insurance protection are not objects of this contract. Even if APCOA personnel is present at 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 APCOA Parking Deutschland GmbH, Cargo Center Süd Gebäude 605/6, D-70624 Stuttgart, tel. +49 711 94791-0.

II. Parking fees—Rental period—Online invoice—Direct debit authorization—Changes in parking fees—Access medium—Contractual fine—Opening hours

1. The rental charge (**parking fee**) is determined by the duration for which the tenant rents a parking space (**rental period**).
2. The parking fee comprises a charge for the parking space lease and an administrative fee amounting to EUR 2.95 per month and parking space plus statutory sales tax.
3. In accordance with the long-term rental contract, the parking fee is payable to APCOA at the tenant's expense.
4. The tenant declares himself/herself to be in agreement with the invoice being sent at APCOA's discretion as a hard copy or via electronic means by e-mail (**online invoice**). If the tenant requires the invoice to be sent as a hard copy even though APCOA has decided in favour of an online invoice or has already sent an invoice as a hard copy, a handling fee amounting to EUR 3.50 including statutory sales tax will be raised for each additional invoice in hard copy form required. The same applies if the tenant requires an additional online invoice.
5. If the tenant issues no **SEPA direct debit mandate** or revokes an existing debit mandate, the tenant is to pay a special handling fee amounting to EUR 2.50 including statutory sales tax per payment to compensate for the enhanced handling costs.
6. If the points total of the consumer price index for Germany (CPI) published by the Federal Statistics Office changes by more than ten percent vis-à-vis the level in the calendar month in which the rental relationship commenced, either party can ask for the parking fees to be adjusted (**index adjustment**), but no more than once per calendar year. The adjustment is to be based on the percentage change of the index in points insofar as this is deemed to be fair. The change in the parking fees becomes effective as from the start of the calendar month after next subsequent to the month in which the adjustment request was made subject to the prior approval of the tenant. This ruling is correspondingly applicable for any further index change vis-à-vis the last change in parking fees. Should the Federal Statistics Office's index be discontinued, a comparable index issued by the Statistics Office of the European Union will be used as the basis of any adjustment; this ruling is correspondingly applicable in accordance with section II points 4. and 5.
7. The approval of the tenant for a change in parking fees in accordance with point 6 above or any other request by APCOA for an index-independent adjustment of parking fees is deemed to have been given if APCOA grants the tenant an appropriate period for giving his/her approval of the adjustment request and has pointed out to the tenant that his/her agreement is deemed to have been given if the tenant does not object to the adjustment in writing or in text form (e-mail, fax) (**tacit approval**).
8. The tenant receives per rented parking space for the rental period a non-transferable **access medium** (e.g. code card, authorization ID, key) that remains the property of APCOA and is to be kept in a safe place by the tenant. For APCOA, the given holder of the access medium is also entitled to use the vehicle concerned. APCOA is entitled but not obliged to verify this authorization. Insofar as the tenant is provided with a control sticker or other sign of authorization, the tenant is to affix this to the inside of the windscreen so that it can be easily read from the outside.

9. For the loss of or damage to an access medium, the tenant is to pay a contractual fine to APCOA amounting to EUR 30 unless the tenant is not responsible for the loss or damage; further claims for compensation remain unaffected by this.
10. The vehicle may access or exit the parking facility during the **opening hours** displayed on site or otherwise notified only unless other parking times are agreed.

III. Terms and conditions of use

1. The tenant is entitled to park cars without trailers in the parking facility (vehicles). Motorbikes may only be parked if this is explicitly allowed by way of a corresponding sign. The prerequisite of a parking entitlement is in all cases that the parked vehicle is covered by third-party insurance, has an official registration number (§ 23 German Road Traffic Act) and a valid official MOT sticker (e.g. from the Technical Inspectorate TÜV).
2. Vehicles may only be parked on designated parking spaces, one vehicle per parking space. **Backing into parking spaces** is not allowed. Should parking attendants be present, the tenant is to park in the parking space he/she is allocated. If parking spaces are reserved for tenants with special authorization (e.g. long-term parkers, handicapped persons, women), the tenant must show this entitlement upon request.
3. Vehicles may be driven no faster than walking pace in the parking facility.
4. In the parking facility, the following are not allowed:
 - the storage of fuels, oils and other inflammable objects as well as empty fuel or oil containers,
 - the unnecessary running of engines,
 - the parking of vehicles with leaky fuel tanks or engines or such in an otherwise unfit state,
 - 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 the cleaning of the vehicle or the discharging of water, fuel or oil,
 - the usage of roadways including entrances and exits by pedestrians unless no walkway or hard shoulder is available,
 - smoking and use 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 distribution of promotional material.
5. The tenant must moreover observe the instructions given by APCOA personnel as well as the traffic signs and other signs on site. For all other purposes, the provisions of the German Road Traffic Act apply accordingly.

IV. Liability of APCOA—Excess—Exclusion periods

1. For the duration of the rental contract, APCOA is liable for any damage which can be attributed verifiably to a breach of duty on its part, on the part of its employees or persons appointed by it. As such, APCOA assumes no liability for damage caused solely by natural phenomena, other tenants or other third parties and notably such due to the theft of or damage to the given vehicle. APCOA assumes liability for breach of duty on its part solely for wilful or grossly negligent behavior, in the absence of terms to the contrary below. In cases of minor negligence, APCOA is liable only for damage to life, body or health (personal damage) or for the violation of essential contractual obligations, without the fulfilment of which the contract cannot be implemented and in the fulfilment of which the tenant trusts and is entitled to do so. Should APCOA violate an essential contractual obligation by way of minor negligence, the tenant is to contribute a share of 25 percent of the damage incurred, limited however to a maximum amount of EUR 300 (**excess**). Apart from liability for personal damage, compensation is moreover limited to the damage foreseeable at the time of conclusion of contract. After the end of the contractual period, APCOA assumes liability for damage attributable to wilful behavior on its part only.

2. Prior to leaving the parking facility, the tenant is obliged to notify the APCOA personnel responsible for the parking facility either directly or, if necessary, via the emergency telephone of any obvious damage, and to give the staff concerned the opportunity of examining the given vehicle. Should this be impossible or unreasonable for the tenant, notification must be made within 14 days of the damage being incurred in written form to APCOA at the address indicated under item 1.2. 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 tenant violate his or her notification obligation as per section 1 above, all claims for compensation on the part of the tenant are excluded, unless the tenant is not responsible for the violation concerned. This exclusion of liability does not apply if the tenant suffers personal damage or if the damage is caused by APCOA's grossly negligent or wilful behavior.
3. Items 1 and 2 above apply irrespective of whether APCOA's liability arises from the rental contract or other legal grounds.
3. If APCOA derives its right to lease parking spaces from a contract with a third party (e.g. lease or operational management contract) and this contract ends (**main contract**), APCOA is entitled to cancel the contract with the tenant irrespective of the provisions set out under items 1 and 2 above without having to comply with a period of notice with effect of the date of termination of the main contract. The cancellation is to be declared immediately upon APCOA becoming aware of the date of termination of the main contract. Claims on the part of the tenant in respect of premature termination of contract are ruled out.
4. Irrespective of the provisions set out under items 1–3 above, either party is entitled to cancel the contract for good reason without notice. A good reason for APCOA is above all given if the tenant violates on another occasion or continues to violate the terms of usage set out under section III despite being reminded of his/her duties in this respect, unless the tenant is not responsible for the violation concerned.
5. The tenant is obliged to remove the parked vehicle from the parking facility immediately after the end of the contract and to pay any parking fees still owed. If the tenant fails to meet his/her clearance duty, APCOA is entitled to remove the tenant's vehicle from the parking facility upon its prior written request to do so, the setting of an appropriate deadline and the threat of forced clearance. The costs of clearance, safe-keeping, recycling and disposal are payable by the tenant unless the tenant is not responsible for the failure to remove the vehicle.
6. In the case of the violation of the terms of usage as defined under section III of any other property rights, APCOA is entitled to have the vehicle towed away at the expense of the tenant insofar as no more than eight hours have elapsed between the parking of the vehicle and the appointment of the towing company. APCOA is further entitled to remove the vehicle from the parking facility in the case of imminent danger.

V. Liability of tenant

1. The tenant assumes the liability for all damage incurred by APCOA or any third parties caused by his/her culpable behavior as well as by that of his/her employees, persons appointed by him/her or persons accompanying him/her. Moreover, he/she is liable for any soiling of the parking facility due to culpable behavior.

VI. Service refusal right of APCOA

If the tenant is culpably in arrears with rental payments by at least one month's rent, APCOA is entitled to refuse the tenant access to the parking space until such time as the tenant meets all the liabilities due to APCOA.

VII. Contractual term—Cancellation—Clearance

1. If the contract is concluded for an indefinite period, either party may cancel the contract in writing without having to give reasons for doing so with one month's notice to the end of the given calendar month.
2. If the contract is concluded for a specific period, neither party has the possibility of ordinary cancellation of contract during this period. After the agreed rental period has expired, the contract is renewed automatically for an indefinite period unless one of the parties objects to the renewal in writing no later than one month prior to the end of the agreed rental period.

VIII. Agreed place of jurisdiction—Amendment of terms and conditions of parking

1. In the event that the tenant is a trader, both parties agree that the place of jurisdiction for all legal disputes is Stuttgart, irrespective of the legal grounds involved, unless a different place of jurisdiction is a mandatory legal requirement.
2. The agreement of the tenant to an amendment to the General Terms and Conditions of Parking is considered to have been given if APCOA notifies the tenant of the amendment, grants the tenant an appropriate period to give his/her approval and points out to the tenant that agreement to the amendment is considered to have been given if he/she does not object in writing or text form (e-mail, fax) within the given period.