

General Terms and Conditions for Parking at Messe Karlsruhe

1. Scope

(1) These parking conditions apply to all designated parking spaces provided by Karlsruher Messe- und Kongress GmbH (Messe Karlsruhe) on the exhibition grounds Messeallee 1, 76287 Rheinstetten and associated areas as well as the underground car park Kongresszentrum, Festplatz, 76137 Karlsruhe, for the parking of motor vehicles.

The provisions of Messe Karlsruhe's house rules (https://www.messe-karlsruhe.de/data/downloads/24_06_10_hausordnung.pdf) also apply.

(2) These Terms and Conditions of Messe Karlsruhe apply exclusively or in conjunction with the General Terms and Conditions of Bosch Secure Truck Parking if the parking space is booked via the Bosch Secure Truck Parking portal.

(3) Deviating, conflicting or supplementary General Terms and Conditions of the lessee shall only become part of the contract if and insofar as Messe Karlsruhe has expressly agreed to their validity in text form. This requirement of consent shall apply in all cases, for example even if the services are provided to the customer without reservation and in the knowledge of the customer's General Terms and Conditions.

(4) Individual agreements made with the client in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these Terms of Use. The content of such agreements, subject to proof of the contrary, must be governed by a written contract or confirmation from Messe Karlsruhe in text form.

2. Subject matter of the contract, conclusion of the contract

(1) Messe Karlsruhe must provide the customer with the number of parking spaces specified in the contract for the permitted, booked duration of the parking process. There is no entitlement to the provision of a specific parking space.

(2) Motor vehicles within the meaning of these parking conditions are defined as all vehicles powered by an engine and not requiring rails, in particular passenger motor vehicles including mobile homes, buses, vans, trucks including trailers, swap bodies and caravans.

(3) The rental contract for a parking space for a motor vehicle is concluded

a) by redeeming or accepting the parking ticket upon entry or

b) by booking a digital parking ticket via the Messe Karlsruhe Ticket Shop or the Bosch Secure Truck Parking portal or

c) by driving into the car park.

(4) Use of the parking spaces is at your own risk. The guarding, safekeeping or monitoring of the vehicle and its load or objects in the vehicle as well as the granting of insurance cover are not part of the contract.

(5) The subletting of parking spaces is not permitted.

3. Prices

The rental price for the respective parking space is determined by the applicable prices displayed on the pricing sign at the entrance or the prices or special agreements shown in the respective booking portal.

4. Terms of use

(1) The lessee must observe the traffic signs and other conditions of use described in these parking conditions and follow the instructions of the car park staff. In addition, the provisions of the Road Traffic Regulations shall apply.

(2) Vehicles may only be parked in the designated areas in the parking spaces provided/allocated for the respective vehicle type. In particular, access roads, escape routes and fire brigade access routes must be kept clear at all times. In the event of non-compliance, vehicles will be removed at the lessee's expense

(3) The parking of other vehicles that are not motor vehicles and of objects is prohibited. In the event of non-compliance, vehicles and/or objects will be removed at the lessee's expense.

(4) The parked vehicle must be carefully locked and secured in the usual manner.

(5) Persons are not permitted to remain in the car park for purposes other than parking, including loading and unloading, or collecting vehicles. Legally prescribed rest periods for truck/vehicle drivers and motorhome or caravan drivers during events are exempt from this rule. Other exceptions are only permitted with the express consent of Messe Karlsruhe.

(6) No work may be carried out on the vehicle and engines may not be tested or run for longer than necessary.

(7) It is prohibited

a) to park vehicles that are not officially registered. If a vehicle loses its official registration during the parking period, it must be removed immediately and in a legally appropriate manner. Messe Karlsruhe reserves the right to have such a vehicle removed at the expense of the last registered owner after a reasonable waiting period and if the owner cannot be contacted.

b) to park trailers without a towing vehicle.

c) to park vehicles with leaking fuel tanks, oil, cooling water or air conditioning tanks and carburetors, electronic defects or other damage that may pose a hazard.

d) to use the car parking areas for exercise/sports (e.g. motorbikes, inline skates, skateboards and similar equipment) or park such equipment in the car park.

e) to park or store objects and waste and to dispose of fuels, flammable objects, fuel containers or hazardous substances of any kind.

(8) The lessee must comply with traffic and fire regulations.

(9) Unnecessary sounding of horns and other avoidable noise disturbances must be avoided.

(10) Please note that you may only drive at walking pace.

5. Ticket/parking medium – analogue/digital

(1) The lessee must store their ticket carefully and protect it against loss or access by third parties and unauthorised persons.

(2) Tickets are not transferable; any transfer of the ticket to third parties is not permitted.

(3) Loss of the parking ticket must be reported to Messe Karlsruhe immediately. In this case, the full parking fee for a day ticket must be paid.

6. Liability of the lessee

The lessee is liable for any damage to and soiling/pollution of the car parks and facilities caused by him, his vicarious agents or third parties accompanying or authorised by him. The lessee is obliged to notify Messe Karlsruhe immediately of any damage caused by him, his vicarious agents or accompanying or authorised third parties.

7. Liability of Messe Karlsruhe

(1) Messe Karlsruhe assumes no obligation to guard, monitor, store or provide insurance cover for vehicles parked in the car park, including any cargo and objects contained in the

vehicles. This applies regardless of whether a fee is charged for the use of the car park, service personnel are present and/or the car park is under video surveillance.

(2) Messe Karlsruhe shall only be liable for compensation for damage to property and financial loss if a lessee suffers such damage due to a grossly negligent or intentional breach of duty by Messe Karlsruhe. Any further liability of Messe Karlsruhe for damages is excluded, with the exception of liability for damages resulting from injury to life, limb or health and in the event of a breach of material contractual obligations. In such cases, Messe Karlsruhe shall be liable in accordance with the statutory provisions.

(3) In the event of a breach of material contractual obligations, Messe Karlsruhe's liability for damages in cases of simple negligence shall be limited to the contractually typical foreseeable, direct damage in accordance with the type of contractual agreement.

(4) The exclusion and/or limitation of Messe Karlsruhe's liability under these provisions shall also apply in favour of the legal representatives and vicarious agents of Messe Karlsruhe.

(5) Messe Karlsruhe must be notified immediately of any damage to ensure traceability and verifiability.

8. Video surveillance

(1) Security-relevant areas are always under video surveillance. In our car park facilities that are managed using a ticketless system, licence plate recognition is also in operation.

(2) Video surveillance is used on the one hand to exercise domiciliary rights and on the other to prevent theft and vandalism and to control access.

(3) Messe Karlsruhe, Festplatz 9, 76137 Karlsruhe, is responsible for video surveillance.

(4) The data is stored for a specific purpose and deleted by overwriting at the end of the parking process.

Please send any requests for information to the company data protection officer at datenschutz-beauftragter@messe-karlsruhe.de. The same applies to correction and deletion requests. The current data protection regulations of Messe Karlsruhe apply.

www.messe-karlsruhe.de/video

9. Dispute resolution vis-à-vis consumers

Messe Karlsruhe is neither willing nor obliged to participate in dispute settlement proceedings before a consumer arbitration board. The EU Commission's platform for online dispute resolution can be contacted at www.ec.europa.eu/consumers/odr.

10. Place of fulfilment and jurisdiction, applicable law

The place of performance and jurisdiction is Karlsruhe. The law of the Federal Republic of Germany shall apply. The German text is legally binding.

Karlsruhe, 16.07.2024