

For forwarding to:

APCOA 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.

The price for a long-term parking permit is EUR 16.00 / 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	Validity start date	Validity end date

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.

In order to allocate payments correctly, kindly state the trade fair and invoice number in the bank transfer.

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 (exit 1st underground level).

Important to note

The parking permits are valid for the underground garage of the MOC Event Center Messe München only.

Opening hours are in line with respective event opening hours.

Parking spaces for cars and/or small delivery vehicles are available in the underground parking of the MOC Event Center Messe München (**max. entrance headroom 2.20 m**) for use by exhibitors. Motorcycles and trailers are not permitted. 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. Unredeemed QR codes 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 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 ticket 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 QR code or permit ticket not function despite proper usage thereof, please obtain a car park ticket from the machine and report to the car park control center (exit 1st underground level) with the permit and the car park ticket to enable restoring the permit functionality.
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 subject of this contract is the rental of parking spaces in a parking garage or on a parking lot (parking facility) to the customer (hereinafter referred to as "tenant"). Upon conclusion of the long-term rental agreement (rental agreement), APCOA is obliged, in accordance with its more detailed provisions, to provide the tenant with the agreed number of parking spaces in the agreed parking facility for the agreed duration (rental period) during the agreed parking times in return for payment of the agreed parking fees. The tenant has no claim to a specific parking space in the parking facility.
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. For the processing of personal data (e.g. video surveillance), the entity responsible within the meaning of the BDSG (German Data Protection Act) is APCOA PARKING Deutschland GmbH, Cargo Center 605/Level 6, 70624 Stuttgart (Airport). More information on data protection rights, including the contact details of our data protection officer and the rights of data subjects, is available at www.apcoa.de.

II. Access medium, Opening hours

1. All access media provided to the tenant (e.g. code card, authorization card, chips) are not transferable to third parties. If the tenant is a legal entity or association of persons, the tenant is entitled, in deviation from the above paragraph, to transfer the access medium to the one natural person who is to be authorized to use the parking space (**authorized user**).
The authorized user is not entitled to pass on the access medium. Subletting is excluded.
The access medium will be sent by APCOA by post to the delivery address specified by the tenant.
APCOA considers the respective owner of the access medium to be authorized to use the vehicle in question. APCOA is entitled, but not obliged, to verify this authorization.
The access medium is to be kept in a safe place by the tenant. In the event of theft or other loss, as well as in the event of functional impairment (in particular digital readability) of which the holder of the access medium is responsible, APCOA will provide a replacement medium at the tenant's expense.
In the event of a functional impairment for which APCOA is responsible (e.g. due to damage or modifications to the parking facility), APCOA will replace the access medium free of charge. If an access medium is no longer required, the tenant shall not derive any claims or rights against APCOA from this.
2. The vehicle may only be brought into or driven out of the parking facility during the **opening hours** displayed on site or otherwise notified, unless other parking times have been 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 a corresponding sign authorizing the use. 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, disabled 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,
 - leaving engines running unnecessarily,
 - 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 cleaning of the vehicle or the discharge 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,
 - riding bicycles, mopeds, inline skates, skateboards and other vehicles or equipment and 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 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 the event of simple negligence, APCOA is liable only if (i) injury to life, limb or health (personal injury), or (ii) the violation of material contractual obligations is present, without the fulfillment of which the contract cannot be implemented and in the fulfillment of which the tenant trusts and is entitled to do so (cardinal obligations). APCOA is also liable for simple negligence in all cases of mandatory statutory liability. Apart from liability for personal damage, compensation is moreover limited to the damage foreseeable at the time of conclusion of contract.
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 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 writing 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.

V. APCOA's Right to refuse performance

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.

VI. Change of lessor—Consent under data protection law—Eviction—No tacit extension of contract

1. 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.

2. If the parking facility continues to be operated by a third party immediately following the termination of the main contract (**new operator**), APCOA may transfer the contract with the tenant to the new operator of the parking facility with effect from the date of termination of the main contract (change of tenant); the above Clause 1 remains unaffected. **The tenant expressly agrees to this right to transfer the tenancy and the associated transfer of his personal data such as name, address, date of birth, registration number of his vehicle as well as contract and billing data to the new operator.** If APCOA exercises its right to transfer the tenancy relationship, the tenant is entitled to terminate the contract extraordinarily without observing a notice period as of the date of termination of the main contract.
3. 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.
4. 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.
5. The provision of § 545 BGB on the tacit extension of the tenancy does not apply. If the tenant continues to use the rented property after the end of the rental period, the tenancy is thereby not extended for an indefinite period.

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

1. In the event that the tenant is a merchant, both parties agree that the place of jurisdiction for all legal disputes is the registered office of APCOA, i.e. Stuttgart, 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 (fiction of consent).