



# GENERAL PARKING CONDITIONS AND RULES FOR USE

## I. Rental agreement

1. Upon acceptance of the car park ticket or upon entering the car park or parking spaces (parking facilities) a rental agreement between Bayerische Motoren Werke Aktiengesellschaft, 80788 München (BMW) and the driver (user), concerning a parking space, is effected under the following conditions, which are accepted by the user.
2. Guard, surveillance, custody and granting of insurance coverage are not subject-matter of the contract.

## II. Parking fees – time of usage – opening hours – parking ticket – contractual penalty

1. The rental tariff (parking fee) is determined by the length of stay of a vehicle between entering and leaving the parking facilities (time of usage), and by the price list being valid at the entrance time of the vehicle, which is exposed on-site.
2. The parking fee is to be paid at the automated pay stations or at the authorized cashier personnel namely before removal of the vehicle from the parking facilities at the latest. When making to the cashier personnel, the user has to claim a receipt, containing name of the cashier, amount of payment and date.
3. The vehicle may be collected only during opening hours, which are exposed on-site or announced otherwise, after payment of the parking fee.
4. The parking ticket or other proof of authority given to the user (e.g. exit coin or card) must be kept carefully by the user. For BMW the current holder of the proof of authority is regarded as being entitled to use the respective vehicle. BMW is entitled, but not obliged, to verify this authorisation.
5. In case of loss of the parking ticket or other proof of authority, the user has to pay BMW a contractual penalty amounting to a daily parking fee, unless the user is not responsible for the loss; further claims for damages will remain unaffected by this. Regardless of a contractual penalty the user owes the parking fee for the time of usage and for the time after termination of the rental agreement he owes compensation for loss of use.
6. The maximum parking time is 24 hours.

## III. Rules on use

1. The user is entitled to park motor cars without trailer (vehicles) in the parking facilities. Parking of Motorcycles is prohibited. Basis for the parking authorisation is always that the parked vehicle carries third party liability insurance, is provided with a license plate number (according to § 23 StVZO [=German Road Traffic Licensing Regulations]) and with valid official inspection plate (e.g. TÜV [German technical Inspection Agency]).
2. Vehicles must not be parked outside the marked parking spaces and not more than one vehicle may be parked on one parking space. Parking in reverse position is not permitted. Directions of staff present must be followed and the car park user must park on the parking space to which he is directed. If parking spaces are reserved for car park users with special rights (e.g. car park users with long-term passes, disabled persons, women), such car park users must produce proof of such rights upon request.
3. In the parking facility the following is prohibited:
  - storage of fuel, lubricants etc. and flammable items, as well empty containers for fuel, lubricants etc.,
  - unnecessary idling of engines/motors,
  - parking of vehicles with leaking tanks or engines or otherwise traffic-endangering condition,
  - staying in parking facility, unless directly connected with parking of vehicles, in particular any camping is not permitted,
  - repair or maintenance of vehicles,
  - soiling the parking facility, in particular by cleaning of vehicles, draining of cooling water, fuel, lubricants etc.
4. The car park user must also comply with the other Rules for Use and instructions given by BMW staff, as well as follows traffic and direction signs in the parking facility.
5. The provisions of the Straßenverkehrsordnung (German rules on road traffic) apply.

## IV. Liability of BMW – Data security

1. During the term of the rental agreement BMW will be liable for all losses/damage evidently caused by negligence/failure to comply with obligations by BMW, its staff or representatives. BMW will therefore not be liable for losses/damage, which were exclusively caused by acts of god, other car park users or other third parties responsible, particularly not for theft or damage to vehicles. However the adhesion of BMW for simply negligently caused damages to property and financial damages is excluded.
2. The car park user is obliged to notify BMW-staff responsible for the parking facility – if necessary to be contacted by using the emergency facilities - of any apparent damage prior to leaving the parking facility and to provide to such staff an opportunity to inspect the vehicle. Should that in exceptional cases not be possible or unacceptable for the car park user, notification must be effected not later than 14 days after the damaging event in writing to WERNER companies GmbH Keplerring 1 in 84030 Ergolding Phone +49 871 / 973 45 – 12. In the case of hidden losses/damage notification must be effected not later than 14 days after the damaging event in writing. Should a car park user fail to comply with his duty to notify in accordance with the above para. 1, all and any claims of the car park user for damages are excluded, unless the car park user is not responsible for the failure. Such exclusion of liability will not be effective if the car park user suffered personal damage or BMW caused the loss/damage by gross negligence or with malicious intent.
3. The above Nos. 1 and 2 will apply, regardless of whether the liability of BMW arises from the rental agreement or from other legal grounds.
4. If in the parking facility personnel is present or this is supervised with optical-electronic mechanisms, hereby no supervision or adhesion assumption is connected, in particular not for theft or damage. Responsible authority regarding video monitoring as per DSGVO: BMW AG, 80788 München, e-mail: Datenschutz@bmw.de.
5. The licence plate of the vehicle will be automatically registered by a camera system at the entrance and exit of the garage and only for the duration of the stay. The data will be deleted at the end of the parking process.

## V. Liability of car park user

The car park user, his representatives, or persons accompanying him is liable for any damage culpably caused to BMW or third parties. He is also liable for any culpably caused soiling of the parking facility.

## VI. Term of contract – termination – evacuation

1. The contract expires upon exit of the vehicle from the parking facility, not later than by the end of the maximum parking time as stipulated in paragraph II.6. A separate termination of contract is not required.
2. Each party is entitled to terminate the contract without notice for cause. Cause is present for BMW in particular should the car park user in spite of a warning repeatedly or continuously violate the conditions of use pursuant to No. III, unless the car park user is not responsible for the violation.
3. The car park user undertakes to remove the parked vehicle after termination of the contract from the parking facility without delay and to pay any unpaid parking fees. Should the car park user not comply with his duty of removal, BMW will – after prior written request and allowing a



reasonable period as well as giving warning of removal - be entitled to remove the vehicle of the car park user from the parking facility. The car park user bears the cost of removal, storage, utilization and disposal, unless the car park user is not responsible for any failure to remove the vehicle.

4. In the case of any violation of the conditions of use pursuant to No. III or any other impairment of property BMW is entitled to have the vehicle towed away at the expense of the car park user, provided that between parking of the vehicle and instructing the towage enterprise not more than eight hours have elapsed. BMW is also entitled to remove the vehicle from the parking facility in a case of periculum in mori.

## **VII. Place of venue**

If the car park user is legally an established business enterprise the agreed place of venue for any legal disputes arising from whatever reason is the place of the registered office of BMW, i.e. München, unless a different place of venue is legally obligatory.

## **VIII. Translations**

The original of the present General Conditions - AEB - has been prepared in the German language. Any translations into other languages are intended to facilitate understanding by the car park user; exclusively legally binding, however, is the German version, particularly so also in the case of mistakes in translations or other deviations from the original contents.

Munich, 01.06.2019