

Return to:
Messe München GmbH
Hauptabt.
Techn. Ausstellerservice
Messegelände
81823 München
Germany

For forwarding to
and invoicing by:
APCOA Autoparking GmbH
Parkhaus West
Paul-Henri-Spaak-Str. 6
81829 München, Germany
Tel. (+49 89) 9 49-2 81 30
Fax (+49 89) 9 49-2 81 39



Car Parking Permits for Cars / Vans and Small Trucks up to 3.5 t

8.2

Page 1 of 2

Exhibitor Street/P.O.Box Country, Town, Postcode
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Messe	
Hall Stand no.	Outdoor exhibition area Block
Contact	
<hr/>	
Phone with area code and ext.	Fax with area code and ext.
E-mail	<hr/>

PLEASE NOTE:

Contractual partner of the exhibitor for the following order:

APCOA Autoparking GmbH (**APCOA**), Parkhaus West, Paul-Henri-Spaak-Str. 6, 81829 München, Germany
APCOA parking information and cash desk-phone (+49 89) 9 49-2 81 30, Fax (+49 89) 9 49-2 81 39

Event:

Return order form to (for passing on to and invoicing by APCOA):

Messe München GmbH, Hauptabteilung Technischer Ausstellerservice, Messegelände, 81823 München, Germany Date:

The aforementioned exhibitor herewith places the following irrevocable order for the hire of parking spaces from APCOA for the entire duration of the aforementioned trade fair.

- **Total number of long-term parking permits requested (1 permit per requested parking space):**

In the event of fewer long-term parking permits being available than the total number requested, the order is deemed to have been placed for the number of available permits.
- **Requested location of individual parking spaces:**
 - Multi-storey car park (price per parking space per day: EUR 7.50 (incl. VAT)

 parking spaces
 - Open-air grounds (price per parking space per day: EUR 6.50 (incl. VAT)

 parking spacesIn the event of parking spaces not being available at all or only in part in the preferred location, the order is deemed to have been placed for parking spaces in such locations as are available irrespective of whether an increase or decrease in the rental charge is payable as a result.
- **Handling fee (per order):** EUR 1.00 (incl. VAT)
- **Payment to be made following receipt of invoice via**
 - Bank transfer to APCOA Autoparking GmbH (see invoice for bank code and account no.)
 - Direct debit (only domestic accounts), within the framework of which APCOA is herewith irrevocably authorised to debit the due amount from the following current account:
Bank-location/branch

 Bank code

 Account no.

 - Despatch of a crossed cheque (only from a German bank account)
 - Credit card (only: American Express, Visa, Eurocard)
Card no.:

 Valid till:

Card holder:

 - Payment on collection of the long-term parking permits deposited for collection
- **Requested form of supply/Despatch of long-term parking permits**
 - In the case of orders received 3 weeks prior to the commencement of the trade fair at the latest, the permits are to be sent to the aforementioned address at the request and risk of the ordering party
 - via the normal letter service of Deutsche Post AG.
 - via registered letter/recorded delivery slip on payment of higher handling fee of EUR 6.00.
 - In the case of orders received later or at the request of the ordering party irrespective of the receipt of payment, the permits are to be
 - deposited for collection by the given ordering party up until the first day of the trade fair at APCOA at the aforementioned address and paid for on collection.
- **The exhibitor undertakes to be bound by the order until the commencement of the trade fair (acceptance deadline for APCOA).**

<hr/> Place, date <hr/> Company stamp and legally binding signature of exhibitor

PLEASE NOTE:

The order is additionally subject to the general **TERMS AND CONDITIONS OF BUSINESS** printed on page 2 that the exhibitor agrees to accept by way of his or her signature.

2009

I. Rental contract – Office responsible for data protection

1. The object of this contract is the renting of parking spaces in a multi-storey car park or other car park at the Trade Fair Centre (parking facility) to the exhibitor (hirer) by APCOA.
2. The contract comes about via the order placed by the hirer and its acceptance by APCOA that can be declared by way of the despatch of an acceptance of order or of an invoice.
3. Guarding, supervision, safe custody and the 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 Autoparking GmbH, Flughafen Stuttgart (Stuttgart Airport), 70624 Stuttgart, Germany, tel. (+49 7 11) 9 47 91-0.**

II. Parking fees – Rental period – Opening hours – Long-term parking permits – Contractual penalty

1. The renting of parking spaces is only ever possible for the entire duration 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 hirer 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 the trade fair encompasses and the rental charge per parking space quoted in the order form.
4. The hirer receives a non-transferable **long-term parking permit** (code card or other authorised permit) for the rental period per rented parking space, which entitles the user to access the parking facility. For APCOA, the given holder of the long-term parking permit is also entitled to use the given vehicle; APCOA is entitled but not obliged to verify this entitlement. The long-term 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 hirer is advised to treat the long-term parking permit with great care as the replacement of any lost permit is excluded.
5. In the event of the long-term parking permits being **despatched** at the request of the hirer, the risk of loss of the given long-term parking permits is transferred to the hirer with the hand-over of same to the despatch company. APCOA assumes no liability for the late receipt of long-term parking permits (i.e. after commencement of the trade fair), if APCOA verifiably supplied the despatch company with the long-term parking permits no later than one week prior to the commencement of the trade fair.

III. Terms of usage

1. The hirer is entitled to park one of the motorised vehicles designated in the order form (car, small truck up to 3.5 t or truck and/or trailer) (vehicles) on one rented parking space in the parking facility. Motorbikes may only be parked if this is explicitly allowed by way of a corresponding sign. The prerequisite of a parking entitlement is always that the vehicle parked is covered by third-party insurance, has an official registration number (§ 23 German Road Traffic Act) and a valid MOT sticker (e.g. from the Technical Inspection Authority TÜV).
2. Vehicles may only be parked within the parking facility and on designated parking spaces. Backing into parking spaces is not allowed. Should parking attendants be present, the hirer is to park in the parking space he or she is allocated. Should parking spaces be kept free for hirers with special authorisation (e.g. persons with parking space reservations, handicapped persons or women), the hirer must verify his or her entitlement if asked to do so.
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, above all 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,
 - usage of bicycles, mopeds, inline skates, skateboards and other vehicles or similar equipment or parking of same in the parking facility,
 - the affixing or distribution of company signs, flags, business cards or other promotional material.

5. The hirer must observe the instructions given by APCOA personnel as well as the traffic signs and other signs on site.
6. 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 verifiably be attributed to the violation of obligations on its part, on the part of its employees or persons appointed by it. APCOA assumes no liability for damage caused solely by natural phenomenon, other hirers or third parties and above all that due to theft or damage to the given vehicle. APCOA assumes liability for violation of obligations on its part solely for wilful and/or grossly negligent behaviour, in the absence of terms to the contrary below. In the case of standard negligence, APCOA is liable only for damage to life, body or health (personal damage) or for the violation of essential contractual obligations, without whose fulfilment the contract cannot be implemented and in whose fulfilment the hirer trusts and is entitled to do so. Should APCOA violate an essential contractual obligation by way of standard negligence, then the hirer is to contribute a share of 25 % of the damage incurred, up to a maximum amount of EUR 300.00 however (**excess**). Moreover, apart from in the case of personal damage, compensation is limited to such damage as is foreseeable at the time of contract conclusion. After the end of the contractual period, APCOA assumes liability only for damage caused by gross negligence or wilful behaviour on its part.
2. Prior to leaving the parking facility, the hirer is obliged to notify the APCOA staff 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 his or her vehicle. Should this be impossible or unreasonable for the hirer, notification must be made within 14 days of the damage being incurred in written form to APCOA at the address indicated under item 1.3.. 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 hirer violate his or her notification obligation as per the above section 1, all claims for compensation on the part of the hirer are excluded, unless the hirer is not responsible for the violation concerned. This exclusion of liability does not apply if the hirer incurs personal damage or the damage was caused by APCOA's grossly negligent or wilful behaviour.
3. The above items 1 and 2 apply irrespectively of whether APCOA's liability arises from the rental contract or other legal grounds.

V. Liability of the hirer

The hirer assumes the liability for all damage incurred by APCOA or any third parties caused by his culpable behaviour as well as by that of his staff, persons appointed by him or persons accompanying him.

VI. Service refusal rights

The hirer is obliged to pay the rental charge prior to receiving the long-term parking permits (pre-service obligation). APCOA is entitled to make the despatch of the long-term parking permits or other supply of same conditional upon verifiable advance payment of the rental charge.

VII. 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 APCOA is above all given if the hirer repeatedly violates the terms of usage as per item III, despite being reminded of his duties in this respect, unless the hirer is not responsible for the violation concerned.
3. Cancellation of contract on the part of the hirer is only admissible if the declaration of cancellation is received at the very latest by 12 noon on the first day of the trade fair. Reimbursement of the rental fee presupposes the prior return of the parking permits. Handling fees are not refunded.
4. In the case of the violation of the terms of usage as defined in the above item III, APCOA is entitled to have the vehicle towed away at the cost of the hirer to the extent that no more than eight hours have passed between the parking of the vehicle and the appointment of the towing company. APCOA is further entitled to have the vehicle removed from the parking facility in the case of imminent danger.

VIII. Agreement on the place of jurisdiction

In the event of the hirer being an entrepreneur, 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 required by law.