

## General Terms and Conditions for the Bosch Secure Truck Parking Portal

### A General

Bosch Service Solutions GmbH (hereinafter referred to as "BOSCH") offers a booking portal for truck parking spaces via the [portal.bosch-secure-truck-parking.com](https://portal.bosch-secure-truck-parking.com) website and via various other access modes (e.g. apps) ("Bosch Secure Truck Parking Portal", hereinafter referred to as "Portal"). Further information can be found in the [FAQ](#) section of our website.

The current version of the General Terms and Conditions shall apply and can be viewed on the Bosch Secure Truck Parking website.

#### I. Area of application

Section B of these General Terms and Conditions governs the legal relationship between BOSCH on the one hand and the users and operators on the other hand. A user is to be understood as a user of the portal who rents a parking space (hereinafter also referred to as a "**user**") while an operator is to be understood as provider of parking spaces via the portal (hereinafter also referred to as the "**operator**"). BOSCH may be a lessee for the operator and a lessor for the user or only act as an intermediary for a contract of use concluded directly between the operator and the user. The agreements concluded respectively with BOSCH as a lessee or a lessor or directly between the operator and the user will be referred to collectively as the "contract of use".

Section C governs the relationship between the operators and users registered on the portal both with BOSCH with relation to the use of the portal and BOSCH's services and also between the user and operator. The respective contractual relationship for the specific rental / leasing of parking spaces is subject to the provisions of section B in the version valid at the time of the conclusion of the contract of use, as well as possible other conditions. By registering to use the portal the operators and users recognise that these General Terms and Conditions are legally binding.

#### II. Disclaimer

BOSCH shall only be liable for breaches of duty in cases of wilful intent or gross negligence, unless otherwise stipulated below.

In particular, BOSCH accepts no liability for damages resulting from the contract of use that have been concluded via the portal or for technical problems leading to omissions, delays or errors in the advertising of parking spaces, or that otherwise lead to disruptions in the management of the contract. BOSCH shall not be liable for damage incurred by users, operators or third parties due to the behaviour of other users, operators or third parties in connection with the use or misuse of the portal and/or truck parking spaces.

The limitation of liability shall not apply, insofar as product liability law upholds liability due to malicious concealment of a defect, breach of essential contractual obligations, intent, gross negligence on the part of owners, their legal representatives or executive employees, lack of assured characteristics, failure to fulfil a warranty provided or loss of life, physical injury or



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damage to health. However, the claim for damages for breach of essential contractual obligations is restricted to foreseeable damage typical of this type of contract unless another of the aforementioned cases applies. There is no change to the burden of proof to the detriment of the users and operators associated with the provisions above.

The operator and users are solely responsible to one another together for the practical implementation of the contract of use. BOSCH shall not be liable for damage to or theft / from vehicles and / or parking spaces / buildings. The same shall apply to other damage that arises in connection with the leasing of a parking space, insofar as these are not caused by BOSCH.

### **III. Transfer of rights and obligations to third parties and/or subcontractors**

BOSCH reserves the right to transfer its contract with the user and any or all rights and obligations that arise from it to a third party or have it executed or performed by a third party.

### **IV. Severability clause**

If individual provisions of these General Terms and Conditions be void and/or invalid in whole or in part, the validity and / or effectiveness of the remaining provisions or parts of such provisions shall remain unaffected. The void and / or invalid provisions shall be replaced by provisions that most closely reflect the economic purpose and intent of the void and / or invalid provisions in a legally effective manner. The same applies to any loopholes in the provision.

### **V. Applicable law and jurisdiction**

German law shall apply to the portal, its operation and the related services with the exclusion of the conflict of laws.

If the operator or user is a merchant, the court of jurisdiction for all legal disputes, regardless of the legal basis, shall be the place of business of BOSCH, unless another jurisdiction is required by law.

## **B Booking and using parking spaces via the Bosch Secure Truck Parking Portal**

### **I. Renting a parking space**

#### **1. Legal relationship**

The contract of use is concluded pursuant to the provisions of these General Terms and Conditions. BOSCH will leave the actual execution of the contract of use to the operator and the user and is not responsible for appropriate performance.

#### **2. Contract of use**

A contract of use may come into effect in two ways.

- 1) Booking: In the event of a booking via the portal a contract of use comes into force with the confirmation that permits the user to enter the booked parking area and use an available truck parking space. Booking a specific truck parking space is not possible. The agreed period, the parking area and the fee can be found on the booking



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confirmation. The provisions of these General Terms and Conditions and the operator's General Terms and Conditions including any special parking conditions apply to the contract of use as long as they do not contradict these General Terms and Conditions in the version in force at the time the contract of use comes into effect.

- 2) Ad hoc parking: The user can enable all or part of his vehicle fleet for ad hoc parking on the portal. Once this has happened, the approved vehicles can use their license plates to enter the participating parking areas without reservations, provided that free parking spaces are available for ad hoc parkers. Alternatively, the user can also use ad hoc Parking via the app and drive in without a reservation as long as free parking spaces are available for ad hoc parkers. Upon entering the parking area the contract of use based on these General Terms and Conditions and the operator's General Conditions including any special parking conditions come into force as long as they do not contradict the provisions of these General Terms and Conditions in the currently valid version. The parking fee is calculated based on the period between entry and exit.

The operator has the right to refuse entry if the user and/ or its driver for example

- has a criminal record, in particular for violent crime and / or damage to property or
- is reasonably suspected of having committed a violent crime or damage to property or
- is or has been in a legal dispute with the operator or
- usage by the user is unacceptable to the operator for some other urgent objective reason.

In addition the operator may refuse entrance or access subject to its parking conditions if

- the driver is unable to present valid identity documents
- the driver is unable to present documentation proving that the vehicle is insured.

The operator asserts both to the user and to BOSCH that he is entitled to lease out the parking spaces offered on the portal and that they are suitable for the agreed purpose (parking of trucks).

The operator is obliged to provide a parking space in the agreed parking area at the agreed time for the agreed period in a condition suitable for the intended use by the user. The use of the parking space is also at the user's own risk.

The operator is liable to the user according to the following provision:

The operator shall only be liable for breaches of duty in cases of wilful intent or gross negligence, unless otherwise stipulated below.

In particular the operator shall not be liable for damage incurred by users or third parties due to the behaviour of other users or third parties.

The limitation of liability shall not apply, insofar as product liability law upholds liability due to malicious concealment of a defect, breach of essential contractual obligations, intent, gross negligence on the part of owners, their legal representatives or executive employees, lack of assured characteristics, failure to fulfil a warranty provided or loss of life, physical injury or damage to health. However, a claim for damages for breach of essential contractual obligations is restricted to foreseeable damage typical of this type of contract, unless another of the



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aforementioned cases applies. A change in the burden of proof to the detriment of the operators and users associated with the provisions above.

Any contrary regulations are to be agreed between the operator and the user on an individual basis.

The parking fees owed vary from parking area to parking area and depend on the respective information on the portal. They may change at any time but shall be deemed to have been set upon conclusion of the contract of use. The charges are inclusive of VAT at the statutory rate, if applicable.

The fee for use includes any additional costs, as well as a possible commission for BOSCH. If the user cancels his reservation, cancellation fees may apply depending on the parking area. If the user fails to make use of or cancel his reservation ("no show"), fees may also apply, depending on the parking area. These charges can be found on the price list displayed at the relevant parking area.

### **3. Billing and payment arrangements**

BOSCH or the operator will invoice the user with the parking fees owed by the user in monthly collective invoices. The user agrees that invoices shall be sent electronically, via email (online invoicing). BOSCH may choose to send printed invoices instead of/in addition to online invoices if it considers this necessary.

If a user falls into arrears with payments and/ or a credit check is negative, BOSCH reserves the right to terminate the contractual relationship with the respective user with immediate effect and to exclude it from using the portal in future. This shall not affect any further claims arising from arrears with payments.

In order to protect outstanding debts, BOSCH is entitled to obtain appropriate information from the SCHUFA Credit Bureau Company or other institutions. The user expressly agrees to allow such information to be gathered.

### **4. Disruptions of the leasing relationship**

If a user breaches an operator's General Term and Conditions or breaches the provisions of these General Terms and Conditions, damages third party property or otherwise behaves unacceptably in relation to other users, BOSCH shall be entitled to terminate the contractual relationship with the respective user with immediate effect and to exclude him from using the portal in future.

Other, more extensive rights of users against one another arising from breaches of the contract of use, in particular compensation for damages, shall be reserved. The mutual liability of users for indirect and consequential damages, including loss of profit, shall be excluded, except in cases of gross negligence and intent.

### **5. Right of revocation – withdrawal – cancellation**

According to Article 312 g para. 2 no. 9 of the German Civil Code (BGB), the user shall have no right of revocation. Likewise, there shall also be no right of revocation if the operator is an entrepreneur within the terms of Article 14 BGB and the user is a consumer within the meaning

of Article 13 BGB. The withdrawal / cancellation conditions of the relevant parking area shall apply, as stated in the description of the parking area.

## **II. User's special obligations**

The leased parking spaces may only be used for the purpose for which they are intended, in other words for parking trucks. The vehicles must comply with the applicable legal requirements, in particular road traffic laws at the place where the parking area is located (including the associated regulations). In the absence of other specifications at local level or from the operator, these regulations must also be followed by the user on the parking area.

The use of the parking area may not impact on the legitimate interests of any third party or of the operator. The parking area and the surrounding area must be used with care and must not be used in a manner beyond its normal use, nor be damaged or contaminated. Damage and other circumstances that affect utilisation for the intended purpose must be reported immediately to BOSCH and also to the operator.

The parking space leased by the user may only be used by the user himself or by the vehicle drivers appointed by him and only within the agreed period. He may not sublet the parking space or make it available to third parties.

The user owes BOSCH the agreed parking fees and in the event of incorrect or overuse, additional parking and penalty fees.

In addition, the user commits himself to observe additional parking space / object-specific house rules and / or usage regulations of the operator (which, for example, are displayed at the entrance to the parking area or made known to the user by the operator in advance).

## **C Registration on and use of the Bosch Secure Truck Parking Portal**

### **I. Registration**

#### **1. General**

The portal and its services beyond the general parking space search may only be used by registered users. Registration is free and non-transferable. The user account is personal and cannot be made available to third parties. If user accounts are inactive for more than 180 days, BOSCH shall be entitled to delete these accounts and terminate the contractual relationship after reasonable advance notice.

#### **2. Registration requirements**

During registration, the required fields must be completed correctly (for business administrators and dispatchers: company, name, address, e-mail address and if necessary, the VAT identification number; for registered drivers: name, e-mail address). The user shall ensure that the information is always up-to-date, complete and truthful, and shall prove this on request.

Secure passwords must be chosen.



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Users have no entitlement to registration. BOSCH can refuse a registration request without giving any reasons.

The offer does not target persons under the age of 16.

### **3. Commencement of the contract and registration as a user**

The user is registered once he has completed and submitted his application for registration, accepted the General Terms and Conditions and the Data Protection information and received confirmation from BOSCH. By registering, the user concludes a contract with BOSCH regarding the use of the portal and the associated services of BOSCH. These General Terms and Conditions and any further provisions referred to in the General Terms and Conditions shall be part of this contract. BOSCH may also require from users signing a written contract and may terminate the contract without notice if the user fails to sign and return it in good time.

### **4. Termination of the contract**

The user can terminate usage and therefore the contract with BOSCH, at any time and without giving any reason by using the relevant function in the portal or by issuing written notice. Upon receipt of the notice of termination, BOSCH may immediately block the user's account as a whole or in part.

BOSCH will confirm the termination of the contract by email.

BOSCH is entitled extraordinary termination of the contractual relationship without observing a period of notice, if there are important reasons. This applies in particular to breaches by the user of the existing General Terms and Conditions or other General Terms and Conditions from BOSCH. In the event of breaches of the operator's Terms and Conditions by the user, Bosch can exclude the user from the reservation of parking spaces of the relevant operator. BOSCH is entitled (but not obligated) to temporarily suspend or permanently exclude a user if there are indications that this user has breached or will breach these General Terms and Conditions or other General Terms and Conditions from BOSCH. BOSCH shall notify the user of such a block or exclusion/termination in writing, via the portal and / or by e-mail.

Existing contracts of use for parking spaces shall remain unaffected by termination of use and the dissolution of the contract with BOSCH. They may be terminated in accordance with statutory provisions, unless these General Terms and Conditions provide otherwise.

## **II. User's obligations**

### **1. User account**

The user is obliged to choose a secure password and to keep it secret at all times. If there is a suspicion or certainty that a third party knows the password, it must be changed immediately. The user shall be responsible to BOSCH and to other users for all actions performed by using user's name and password. The associated records made by BOSCH shall be recognised by the parties to be correct, complete and conclusive.



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The user must take suitable measures to prevent access by unauthorised third parties to the portal and the available services. This includes, in particular, the password-protected blocking of the user interfaces of the relevant terminals, as well as the use of current software versions.

## **2. Use of the portal**

Data relating to vehicles and persons, e.g. employees and other authorised representatives of the user, can be recorded and stored in the portal. The user guarantees that it is legally allowed to collect, process and use the potential personal data and shall prove this if necessary. If the legal basis is lost the user must delete the data immediately, if not other legal or contractual regulations exist that allow the user to process the data.

The portal may only be used manually, unless otherwise agreed (e.g., through an agreement on the use of an API). The use of any mechanisms, software, or other scripts that may be detrimental to the portal or to the obvious or declared interests of BOSCH is prohibited. In particular, no crawlers, search robots or other automated methods may be used to read out data or users of the portal. Users are not allowed to take any action that could result in an unreasonable or excessive burden on the portal and shall not interfere with the portal in any other way. It is forbidden to block, overwrite or modify portal-generated content.

BOSCH may communicate with users via the portal and send them legally binding messages in this way. This is achieved by means of push-notifications in apps and / or supplementary information e-mails, for example. They are deemed to have been received as soon as they are available for the respective users on the portal.

## **III. Special rights and obligations of BOSCH**

BOSCH provides users with its services relating to its resources, operational options and strategic direction via the portal. BOSCH is free in its design choices. The portal is accessible via various terminals / websites and apps (collectively known as "access modes"). The decision on the access modes is solely at BOSCH's discretion. BOSCH is entitled to change, extend, restrict and discontinue these at any time.

The use of apps may be subject to the acceptance of additional licence and terms of use by BOSCH and third parties. Additional costs may also arise (e.g. charges for mobile data connections / roaming costs). The user is solely responsible for these.

BOSCH may process and amend the user's and the operator's texts, graphical presentations and other content and information in such a way that these can be displayed on the websites and in the apps as required. The presentations may vary, depending on the access mode. Users are, however, bound in the same way for each access mode at the time of signing a contract.

BOSCH is not obliged to check the parking spaces offered for rent to establish their suitability, availability or otherwise.

## **IV. Data protection**

BOSCH shall collect data from users in the course of the implementation and execution of the contractual relationship. The processed data can contain personal data which is subject to the



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relevant legal requirements, in particular of the General Data Protection Regulation (GDPR), the Bundesdatenschutzgesetz - German Federal Data Protection Act (BDSG) and the Telemediengesetz - Telemedia Act (TMG). Without user consent, BOSCH shall only collect, process or use inventory and user data, insofar as is necessary in order to manage the contract and to claim and settle accounts.

BOSCH provides services from inside Germany. The data privacy regulations apply accordingly to the registered office.

Further details about the processing of personal data in the course of the service Bosch Secure Truck Parking are specified in the [Privacy Statement](#). It is not part of these General Terms and Conditions and can change at any time.

#### **V. Warranty, technical faults, maintenance**

BOSCH endeavours to ensure the availability and correct functionality of the portal (including the BOSCH website). However it does not guarantee the correctness and completeness of the information contained therein, including the identity and further details of the registered users.

The portal or parts of it may be temporarily unavailable or availability might be limited for maintenance or other reasons, without any claims against BOSCH arising for users.

As at 18 FEB 2020