

General Terms and Conditions for the Bosch Secure Truck Parking Portal

A General

Bosch Service Solutions GmbH (hereinafter referred to as "BOSCH") offers a brokering portal for truck parking spaces via the www.bosch-secure-truck-parking.de website and via various other access options (e.g. apps) ("Bosch Secure Truck Parking Portal", hereinafter referred to as "Portal").

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 of the portal as prospective tenants and lessors on the other. A tenant is to be understood as a user of the portal who rents a parking space, while a lessor is to be understood as provider of parking spaces via the portal. BOSCH itself acts as an intermediary of the parking spaces and accordingly is authorized by the lessors as a representative with final power of attorney.

Section C governs the relationship between the users registered on the portal (hereinafter referred to as "users") both with BOSCH in regard to the use of the portal and the services of BOSCH and between users as lessors (hereinafter referred to as "lessors") and tenants (hereinafter referred to as "tenants") of the parking spaces communicated via the portal. 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 rental agreement, as well as any other conditions. By registering to use the portal, the user recognizes that these terms and conditions are legally binding. Contrary to the general terms and conditions, different terms and conditions or contractual content may be agreed between the tenant and the lessor. If this is the case, this will be stated in the offer / transaction process, in particular, in cases where the lessor has different General Terms and Conditions.

II. Disclaimer

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

In particular, BOSCH accepts no liability for damages resulting from the tenancy agreements 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 damages incurred by users or third parties due to the behavior of other users or third parties in connection with the use or misuse of the portal.

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 fulfill an offered warranty, or loss of life, physical injury or damage to health. However, the claim for damages for breach of essential contractual obligations is restricted to the type of foreseeable damage, unless another of the aforementioned cases applies. There is no change to the burden of proof to the detriment of the customer associated with the above regulations.

Lessors and tenants are solely responsible to one another for the implementation of the lease. BOSCH shall not be liable for damage to, or theft of / from vehicles and / or parking spaces / buildings. The same shall apply to other damages that arise 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 to have it executed or performed by a third party.

IV. Severability clause

If individual provisions of these General Terms and Conditions be void 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 gaps in the regulation.

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 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 Rental of parking spaces by tenants on the Bosch Secure Truck Parking Portal

I. Renting a parking space

1. Legal relationship

The parking space lease agreement is concluded between the lessor and the tenant in accordance with the provisions of these General Terms and Conditions, as well as any other special conditions that result from the individual offer on the portal. BOSCH is solely an intermediary and is not party to these leases and therefore is not responsible for their proper fulfillment. BOSCH is authorized by the lessor to conclude contracts with tenants on behalf and on account of the lessor, as well as collecting the rent (hereinafter referred to as "parking fees") as well as any other costs such as cancellation fees, etc. from tenants. By way of derogation from this, BOSCH may itself also act as a lessor where this will be disclosed in each case, and

the same conditions will apply in the relationship between BOSCH and the tenant as for other lessors.

2. Lease agreement

A lease agreement can come into being in two different ways.

- 1) Reservation: The lessor shall conclude a temporary tenancy agreement with the tenant for the use of a parking space for the agreed period. The agreed period and parking space are specified in the corresponding leasing process of the portal and are bindingly defined by it. For this purpose, the tenant first selects a parking space on the BOSCH website or the other access routes (for example, the app), sets the start and end time, provides further information necessary to identify the vehicle, and then presses the "Reserve" button. In this way he makes an offer to lease a parking space on the relevant parking area, which will then be accepted - subject to availability - by the portal or by BOSCH on behalf of the lessor. The tenant receives confirmation of the conclusion of the lease through the portal, as well as by e-mail, if this user has activated e-mail notifications.
- 2) AdHoc parking: The tenant can enable all or part of his vehicle fleet for AdHoc 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 AdHoc parkers. Upon entering the parking area, a rental agreement is concluded between the lessor and the tenant for a parking space. The terms and conditions of the respective parking area shall apply as amended. The parking fee is calculated based on the period between entry and exit.

The reservation confirmation is subject to the leasing conditions / terms of the lessor. The lessor can reserve the right to terminate the contract with immediate effect and to refuse entry if, for example, the tenant and/or his driver

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

In addition, the lessor may deny access or entry - insofar as this is regulated in his lease 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 lessor asserts both to the tenant and to BOSCH that he is entitled to lease out the parking spaces offered in the portal and that these are suitable for the agreed purpose (parking of trucks).

The lessor 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 tenant. The lessor does not accept any further obligations. In particular, no guarantee is offered regarding the nature of

the parking space and the parking area. The use of the parking space is also at the tenant's own risk.

The lessor is liable to the tenant according to the following provision:

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

In particular, the lessor shall not be liable for damages incurred by tenants or third parties due to the behavior 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 fulfill an offered warranty, or loss of life, physical injury or damage to health. However, the claim for damages for breach of essential contractual obligations is restricted to the type of foreseeable damage, unless another of the aforementioned cases applies. There is no change to the burden of proof to the detriment of the customer associated with the above regulations.

Any contrary regulations are to be agreed between the tenant and lessor on an individual basis.

The rental fees (parking fees) 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 lease. All charges are inclusive of VAT at the statutory rate, if applicable.

The rent includes any additional costs, as well as BOSCH's commission. If the tenant cancels his reservation, cancellation fees may apply, depending on the parking area. If the tenant 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 in the price list of the relevant parking area.

3. Billing and payment arrangements

BOSCH is authorized by the lessor to receive payments (parking fees and any other costs) from the tenants on behalf and on account of the lessor. BOSCH, as the lessor's authorized representative, shall collect the parking fees and costs incurred between the lessor and the tenant using the selected payment method and shall thus accept the payment on behalf of the lessor. The tenant agrees to this collection of charges and costs upon conclusion of the lease. The payment methods offered by BOSCH are available, although the conditions for these may vary, depending on the method of payment and the conditions of use of the respective payment provider.

The parking fees are first paid to BOSCH (as the authorized agent for the collection of payments), which shall then transfer the fees paid to it to the lessor, having deducted its commission and any other portions due, as well as any remaining amounts owed by the lessor.

BOSCH shall invoice the charges on behalf and on account of the lessor. The tenant agrees that invoices shall be sent electronically via e-mail (online invoicing). BOSCH may choose to send printed invoices instead of/in addition to online invoices if it considers this necessary.



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If the tenant falls in 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 for the 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 tenant explicitly agrees to allow such information to be gathered.

4. Disruptions of the leasing relationship

If a user breaches the usage regulations of the parking area 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 lease agreement, 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 tenant shall have no right of revocation. Likewise, there shall also be no right of revocation if the rented user is an entrepreneur within the terms of Article 14 BGB and the tenant 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. Special obligations on the tenant

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 lessor, these regulations must also be followed by the tenant on the parking area.

The use of the parking area may not impact on the legitimate interests of any third party or of the lessor. 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 utilization for the intended purpose must be reported immediately to the lessor.

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

The tenant owes the lessor the agreed parking fees and, if a parking space is misused or overused, the additional parking and penalty fees.

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

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

I. Registration

1. General

The portal and its services over and above the general search for parking space 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 (in particular company, name, address, e-mail address and if necessary, the VAT number). The user shall ensure that his information is always up-to-date, complete and truthful, and shall prove this on request.

Secure passwords must be chosen.

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

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 Agreement 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 form part of this contract. BOSCH may also require users to sign 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 account and the further use of the portal as a whole or in part.

BOSCH shall confirm the termination of the contract by e-mail.

BOSCH is entitled to terminate 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 BOSCH general terms and conditions. In the event of breaches of the lessor's terms and conditions by the tenant, Bosch can exclude the tenant from the reservation of parking spaces of the relevant lessor. 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 terms and conditions, or other BOSCH general terms and conditions. BOSCH shall notify the user of such a block or exclusion/termination in writing, via the portal and / or by e-mail.

Existing leases 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. Obligations on the user

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 using his user name and password as if he had performed these himself. The associated records by BOSCH shall be recognized by the parties to be correct, complete and conclusive.

The user shall take appropriate measures to prevent access by unauthorized 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 personnel, e.g. employees and other authorized representatives of the tenant, can be recorded and stored in the portal. The user guarantees that he is allowed, from a legal perspective, and has the necessary legal permission from the affected parties 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 for users to block, overwrite, or modify portal-generated content.

BOSCH can communicate with the 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 to the respective users on the portal.

III. Special rights and obligations of BOSCH

BOSCH offers users its services through the portal as part of its resources, operational options and strategic orientation. BOSCH is free in its design choices. The portal is accessible via various terminals / websites and apps (collectively known as "access routes"). The decision on the access routes is solely at BOSCH's discretion. BOSCH is entitled to change, extend, restrict and discontinue this at any time.

The use of apps may be subject to the acceptance of additional license and usage conditions 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 adapt the user'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 route. Users are, however, bound in the same way for each access route 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 relevant legal requirements, in particular of the Bundesdatenschutzgesetz - German Federal Data Protection Act (BDSG) and Telemediengesetz - Telemedia Act (TMG). Without user consent, BOSCH shall only collect, process or utilize 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 of Germany. The data privacy regulations apply according 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 [Data Protection Agreement](#). It is not part of this General Terms and Conditions and can change at any time.

V. Warranty, technical faults, maintenance

BOSCH endeavors 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.