

# GENERAL TERMS AND CONDITIONS OF BUSINESS OF THE COMPANY DEIN STELLPLATZ

## SCOPE

(1) The services offered by Dein Stellplatz are subject to the following terms and conditions. Decisive is the valid version at the time of the conclusion of the contract.

(2) Deviating provisions, even if they are contained in the general terms and conditions of the tenant, shall not apply, unless they are expressly acknowledged in writing by Dein Stellplatz.

## SERVICE DESCRIPTION AND CONTRACT CONCLUSION / SETTLEMENT

(1) Dein Stellplatz GmbH Kienhorststraße 42-44, 13403 Berlin offers under the number "Dein Stellplatz" the possibility to park your car near the airports Berlin-Tegel and Berlin-Schönefeld safely and inexpensively. Dein Stellplatz GmbH is the managing contact. The concrete rental agreements are concluded with the operating companies Dein Stellplatz Nordlichtstraße 11 GmbH for the location Nordlichtstraße 11, 13405 Berlin, Dein Stellplatz Triftstraße 14-17 GmbH for the location Triftstraße 14-17, 13353 Berlin and Dein Stellplatz Schönefeld GmbH for the locations Hufenweg 16, 12526 Berlin and Grünauer Straße 5, 12529 Schönefeld OT Waltersdorf. The named companies are generally called "Dein Stellplatz" in the following.

(2) With the issuance of a booking confirmation by your parking space, a rental contract for a parking space for a motor vehicle is concluded with the operating company named in the booking under the conditions stated in the booking.

(3) Dein Stellplatz rents the tenant only a parking space for parking a car. The parking fee is calculated exclusively as rental price for the rented parking space. Neither security, custody or insurance is the subject of this lease. Dein Stellplatz does not assume any custody or special duties of care for the things brought in by the renter.

(4) Discounts on already discounted prices are excluded. Discount and coupon promotions can not be combined. Discount promotions and coupon codes are only valid for online bookings, not for personal, telephone or e-mail accepted reservations. A discount or coupon code can only be considered as part of the booking, not retrospectively.

(5) The parking fee is payable in advance or cash on arrival for the entire rental period. The tenant receives after paying the parking fee a pick-up ticket handed out. The agreed prices include the respective statutory value added tax. Dein Stellplatz offers various payment methods free of charge. Due to high follow-up costs for cash payments (cash audit, custody, deposit, etc.), Dein Stellplatz charges a fee of 2.50 € for this payment method.

(6) The renter is authorized to cancel the rental contract up to 24 hours before the beginning of the rental period. In this case the renter does not have to cover any costs. The cancellation of the booking must be sent by the renter to Dein Stellplatz by customer login, e-mail or fax. Cancellation will only have taken place if the renter has received the cancellation confirmation by e-mail. A later cancellation is not possible. You will be charged 100% of the booking amount.

(7) Arrival and departure are each calculated as a full day of parking. In case of early return of the tenant, there is no right to reimbursement.

(8) The pick-up of the vehicle is only permitted by the renter. The contractual relationship ends with the exit.

## **RIGHTS OF DEIN STELLPLATZ**

(1) Dein Stellplatz has a right of retention and a lien on the discontinued vehicle and its accessories in accordance with the statutory provisions for all claims arising from the rental agreement.

(2) Dein Stellplatz may demand from the renter that the vehicle be identified in a suitable manner, for example by depositing a receipt behind the windshield.

(3) In addition, Dein Stellplatz is entitled to secure the vehicles beyond the agreed parking period by immobilizers and to release them only after payment of the rent due. A use exceeding the contractually agreed parking time will be charged according to the applicable tariffs. If the renter does not remove the vehicle after the expiry of the rental period, no tacit renewal of the rental agreement will take place indefinitely. § 545 BGB is excluded. In this case, Dein Stellplatz may demand compensation in the amount of the fee for the duration until removal of the vehicle which could be demanded for a corresponding rental period on the basis of the remuneration agreed for the rental period, but at least € 10 per calendar day; any further claims remain unaffected. Regulation for customers who have booked a key parking product: If a free parking space is available at the time of arrival, the vehicle can be parked in the free parking space without deposit the key. The key parking spaces are only a few remaining spaces, which are generally more expensive, no refund claim can be made.

(4) Dein Stellplatz may, at the expense and risk of the renter, have the vehicles removed from the business premises removed if:

- (a) the lease is terminated;
- (b) a stopped vehicle is a hazard due to leaking tank or carburettor or other defects;
- (c) a parked vehicle is not authorized by the police or shut down during the term of the contract by the authorities; or
- (d) the vehicle was parked unauthorized.

(5) Dein Stellplatz is entitled to send the customer all information relevant for the booking process, such as booking confirmation etc. as well as mailings on discount parking space campaigns, to the customer's email address given in the parking space reservation. If a customer does not wish to receive mailings after completing his parking space reservation, the customer must indicate this by indicating Dein Stellplatz.

## **RIGHTS AND OBLIGATIONS OF THE RENTER**

(1) Upon request from Dein Stellplatz driver's license and vehicle registration document must be handed over. In appropriate cases proof of sufficient insurance coverage may also be required. If the aforementioned documents can not be presented, Dein Stellplatz is entitled to refuse to perform the contract. In these cases, the lessee has no claim for damages due to his failure to cooperate with regard to the failed performance of the contract.

(2) The renter is liable for all damages caused by himself or his employees or vicarious agents towards Dein Stellplatz or third parties. He is obliged to report damage caused by him or his passengers immediately and before the exit. In addition, the renter is liable for contamination of the parking lot.

(3) The hirer must observe the StVO and the care required in traffic at the entrance and exit, even if the staff of Dein Stellplatz help you with instructions. After the vehicle has been adjusted, the renter is obliged to properly close the vehicle and to secure it in accordance with traffic regulations, to turn off the lights and to check that all windows are closed. Upon leaving the vehicle, the parking lot is deemed to have been handed over properly. In the park area may only be driven at walking pace. The renter must observe the traffic signs and other conditions of use.

(4) The lessee is liable for all damage caused by technical defects caused by the vehicle commissioned by him or by third parties to the premises of Dein Stellplatz (eg oil loss, explosion, loss of cooling water). This also applies if such defects have not been recorded in the status report on the vehicle or were previously unknown. The renter relinquishes his own claims against third parties or insurances in the event of damage to Dein Stellplatz, as far as Dein Stellplatz is claimed from such a loss event in turn.

(5) By driving on the parking spaces of Dein Stellplatz, the renter guarantees that the driver is in possession of the required driving license and that the vehicle has the legally required insurance cover until leaving the premises.

## **BEHAVIOR ON THE SITE**

(1) The renter must follow the instructions of the staff of Dein Stellplatz on the park grounds.

(2) The use of the parking space for purposes other than the recruitment of a vehicle is prohibited, as well as a use of the parking space by third parties.

(3) Vehicles may only be parked within the marked parking spaces. Dein Stellplatz is entitled to demand from tenants who block a neighboring parking space, before leaving the grounds, the parking fees lost due to the blocking. Dein Stellplatz is entitled to remove parking outside the marked parking spaces, in particular on the traffic areas.

(4) On the business property of Dein Stellplatz is prohibited in particular:

- (a) the setting of defective vehicles,
- (b) the storage of fuel, flammable objects of all kinds and waste;
- (c) horns and other annoyances due to avoidable noises,
- (d) carrying out work on the motor vehicle,
- (e) smoking and the use of fire,
- (f) the refueling of vehicles,
- (g) the storage of items of any kind (in particular tires, bicycles, etc.), consumables and empty fuel containers;
- (h) to wash or clean vehicles,
- (i) vent cooling water, fuels or oils as well
- (j) Trying out or running the engine at a standstill.

(5) As far as the renter is assigned a specific parking space, the renter is obliged to park his vehicle only on the specified parking space. If the lessee violates the provision to park his vehicle on the assigned parking space, Dein Stellplatz is entitled to spend the wrong parked vehicle by appropriate measures at the expense of the lessee to the assigned parking space or towed, if necessary, chargeable, especially at obstructing parking of the vehicle.

(6) The premises and their facilities are to be treated carefully and properly. In case of damage or contamination, the costs incurred will be charged to the renter after removal.

(7) The opening times of Dein Stellplatz are based on the regular flight times of the airports Berlin-Tegel and Berlin-Schönefeld. A claim of the renter for observance of certain opening times does not exist. Changes to the opening hours are announced on the website of Dein Stellplatz.

## **TRANSPORTATION / SHUTTLE SERVICE**

(1) The inmates of the vehicles parked at Dein Stellplatz will be transported by shuttle on request to the airport for free once from the location located there and also picked up once again free of charge. Per person a piece of luggage (maximum 20kg) is included in the transfer free of charge. If due to incidents, which Dein Stellplatz is not responsible for, moreover special journeys accrue (eg because objects were forgotten in the vehicle), Dein Stellplatz is entitled, per parking vehicle an amount of one time 20 € for to calculate the round-trip transportation to and from the airport.

(2) The tenant must specify the number of persons to be transported when booking the parking space; a transfer of the persons registered at the booking is guaranteed. A transfer other than the registered persons can be acquired by the tenant. Per person and route the fees are 10 €. If a transfer is not possible due to organizational reasons, Dein Stellplatz is entitled to reject the desired transfer of the

multiple persons. The shuttle is on call and drives as needed within the opening hours. In order to be able to pick up a guest promptly, we depend on the correct indication of the arrival data. If these are not stated correctly, there is no obligation to pick them up.

(3) Dein Stellplatz reserves the right to transport only the driver back to his vehicle in special cases (special shuttle transfer requirement or similar) upon return; this is in mutual interest to simultaneously transport multiple drivers and thus bring the individual faster to his vehicle.

(4) It is clearly mentioned that the customer is expected to arrive at the booked location at the "time of arrival at the parking lot" indicated by him in his booking. Should the renter notice on his arrival, that he will not be able to fulfill the specified arrival time at the car park, he must call the car park so that other punctual guests do not have to wait unnecessary. If the tenant does not arrive on time, the staff member on site can refer the tenant to the next planned transfer, call him a taxi at his own expense or charge a fixed amount of 10 € for a required and possible extra transport. If no employee of Dein Stellplatz can be found on arrival of the renter at the booked location, the renter is responsible to call the mobile phone number resulting from the booking confirmation and to inform that he has arrived and is ready for the instruction.

(5) A claim of other, unregistered fellow traveler on the shuttle transport, to or from the parking lot, is expressly not. The renter is obliged to cooperate insofar that he calls the shuttle telephone number after arrival at the car park. Also, after returning from the flight at the airport, he has to arrive at the designated meeting point and inform Dein Stellplatz that he can be picked up. If he does not do so within an hour of arrival at the airport, the right to return to the car park expires. Please note that our free chauffeur service only applies to the occupants of the vehicle parked at Dein Stellplatz.

(6) For diversions to other airports, Dein Stellplatz is not obliged to pick up the tenant from the respective airport.

(7) Dein Stellplatz can also arrange free shuttle transport in special cases by external companies, e.g. by taxis or rented car. The awarding of the contract can only be made by Dein Stellplatz and does not entail any additional costs for the renter.

(8) Dein Stellplatz may refuse carriage of the guest and his fellow travelers in special circumstances. These include: Severe drunkenness, heavy dirtiness, carrying open food and drink, smoking or aggressive persons, refusal to wear seat belts, persons, who are dangerous for the others.

## **LIMITATION OF LIABILITY**

(1) According to the statutory provisions, Dein Stellplatz is fully liable for damages resulting from injury to life, limb or health as well as for damages based on an intentional or grossly negligent breach of duty as well as malice. In addition, Dein Stellplatz is fully liable for damages that are covered by liability in accordance with mandatory statutory provisions, such as the Product Liability Act, as well as in the case of the assumption of warranties.

(2) Dein Stellplatz shall be liable for such damages which are not covered by section 7 (1) and which are caused by simple or slight negligence insofar as this negligence relates to the breach of contractual obligations, the fulfillment of which is the proper execution of the contract allows and on whose observance the tenant may rely regularly (so-called cardinal obligations). The liability of Dein Stellplatz is limited to the contract-typical foreseeable damages.

(3) For the rest, the liability of Dein Stellplatz is excluded.

(4) The above provisions also apply to the benefit of employees, representatives and vicarious agents of Dein Stellplatz.

(5) The car hire is at the risk of the renter; there is no insurance cover beyond the property and personal liability insurance concluded by Dein Stellplatz. Entering the premises of Dein Stellplatz is exclusively and unrestrictedly at your own risk. Accordingly, Dein Stellplatz accepts no liability for damage caused

by entering the company premises or by the behaviour of others entering the company premises. Entering, driving on and staying on the company premises of Dein Stellplatz is exclusively at your own risk. Liability for any damage is excluded.

If the renter notice any damage of the parked vehicle before leaving, he has to inform the staff of Dein Stellplatz and call the police, because for data protection reasons existing video material can only be handed over to the investigating authority. During the investigation will Dein Stellplatz - as far as possible - helping. Should it appear during the evaluation of the video material or existing photo documentation, that the reported damage was already visible at the entrance, the customer who reported the damage has to pay an overall fee of 85.00 € net to Dein Stellplatz.

(6) The customer shall indemnify Dein Stellplatz against damage caused by force majeure or damage caused by internal and external civil unrest, events of war and elemental forces of nature. Dein Stellplatz is not liable for damage or destruction of motor vehicles, including their contents and cargoes, caused by acts of third parties, e.g. caused by other tenants or other persons. This also applies to the theft and loss of automobiles, vehicle parts, vehicle contents (e.g., car radio, car phone, personal valuables, computers, photographic equipment, sports equipment and similar items) and cargo.

(7) The vehicle cleaning services offered by Dein Stellplatz are exclusively arranged and executed by a third-party company. For the purpose of carrying out the cleaning, the contractor himself or his employee or representative spends the vehicle at his location, carries out the service and spends the vehicle back to the location of Dein Stellplatz. Dein Stellplatz is not responsible for the performance and / or the behavior of a mediated contractor.

(8) Dein Stellplatz makes every effort to transport the renter to Berlin-Tegel Airport or Berlin-Schönefeld Airport in good time for a scheduled departure time. The timeliness of arrival or pick-up at the airport is expressly not owed. Dein Stellplatz is not liable for missed flights or similar. The timely appearance is expressly in the risk of the lessee.

(9) If employees of Dein Stellplatz give jump starting assistance to cars that do not start up due to empty or weak batteries, this is done exclusively according to the instructions and at the risk of the customer and without any guarantee of subsequent functional capability.

(10) We do not guarantee that the employees of Dein Stellplatz are fluent in foreign languages. Dein Stellplatz is not liable for misunderstandings caused by a lack of foreign language skills on the part of the employees.

## **FINAL PROVISIONS**

(1) The law of the Federal Republic of Germany applies to the exclusion of all international and supranational (contract) legal systems, in particular the UN sales law. For consumers within the European Union, the law applicable to the consumer's place of residence may also apply, provided that these are mandatory consumer provisions. The contract language is German.

(2) If you do not have a general place of jurisdiction in Germany or in another EU member state, or if you have relocated your permanent residence to a country outside the EU or if your domicile or usual place of residence is not known at the time of filing of the action, this is exclusive place of jurisdiction for all disputes arising from this contract is the place of business of Dein Stellplatz. The same applies if a merchant, a legal entity under public law or a special fund under public law is the contracting party.

(3) Dein Stellplatz is entitled to transfer all rights and obligations falling within the scope of application of these Terms and Conditions, in whole or in part, to a third party with a liberating effect. You hereby consent to such acceptance of the contract. In the event that we make use of this transfer option, you have the right to terminate your contract extraordinary.

(4) You are not entitled to set off against claims of Dein Stellplatz, unless they are legally established or undisputed.

(5) Dein Stellplatz is not prepared to participate in a dispute resolution procedure before a consumer arbitration board.

(6) Should any provision of these Terms and Conditions be invalid (eg unlawful or otherwise unenforceable), this ineffectiveness does not affect the validity of the remaining provisions. The invalid provision will be replaced by a mutually agreed statutory provision that has a similar and valid economic and legal effect. The same applies to any omissions or omissions in the terms and conditions.

Berlin, 13.07.2018