

Operating regulations and general conditions of sale

Secure Truck Parking Area at Montbartier ZAC GRAND SUD LOGISTIQUE 1 Impasse Barou 82370 Labastide-Saint-Pierre

Article 1 DEFINITIONS

When used with a capital initial in the body of this document, the terms below will have the following definition:

Parking Sécurisé Poids Lourds (or 'PSPL') :	Refers to an enclosed parking area for HGVs, subject to payment, equipped with gated access and systems to ensure 24-hour surveillance.
Means of payment :	Refers to the means of payment accepted to pay the parking fee. The methods of payment accepted are displayed at the entrance to the HGV Secure Car Park.
Operator:	Refers to the company that operates the Truck Parking Facility. The Montbartier HGV Secure Parking Facility is operated by APRR, a public limited company with capital of €33,911,446.80, whose registered office is located at 36 rue du Docteur Schmitt - 21850 SAINT APOLLINAIRE, registered in the DIJON Trade and Companies Register under number 016 250 029 RCS DIJON.
PARK+ :	Refers to the brand name under which the Operator operates Parking Sécurisé Poids Lourds de Montbartier.
Customer :	Refers to any truck driver using the Secured HGV Parking Facility.

Article 2 PUBLICATION OF THE OPERATING RULES

These operating rules are available to interested Customers on request from the PSPL security officer.

These regulations are initially drawn up in French. A translated version is available in English. The French language shall prevail for any interpretation of the provisions of these regulations.

Article 3**SITE DESCRIPTION**

At 1 Impasse Barou in Labastide-Saint-Pierre (82370), the Operator has built a secure HGV car park for goods vehicles, including:

- An entry lane and an exit lane equipped with payment facilities;
- 224 parking spaces and adjoining roads;
- A building with vending machines for drinks and snacks, a dining/rest room, toilets and free showers;
- An outdoor laundry;
- A fence equipped with an alarm system to prevent intruders or break-ins;

A video system to monitor the car park, fences and buildings, in compliance with the provisions of the French Internal Security Code and authorised by prefectoral decree;

Article 4**GENERAL INFORMATIONS**

4.1 The Customer is informed that vehicle entries and exits are filmed for reasons of personal and property safety and to combat fraud, in compliance with the regulations in force, in particular European Regulation 2016/679, known as the General Data Protection Regulation (GDPR), and national provisions relating to information technology, files and freedoms.

4.2 The registration numbers of vehicles parked in the PSPL are automatically recorded as they pass through the toll lanes.

4.3 Access to the PSPL is only authorised to vehicles whose drivers have an accepted Means of Payment that is valid and which they are entitled to use. The Customer is informed that automatic checks may be carried out to combat fraud.

4.4 The simple fact of allowing a vehicle to enter the PSPL, even if it has not been parked for a long period, implies unconditional and unrestricted acceptance of the provisions of these operating rules, which take precedence over any other document, unless the Operator expressly waives them in writing beforehand.

4.5 The Customer assumes exclusive responsibility for compliance with all safety and security regulations inherent in its vehicle.

4.6 Parking in the PSPL is reserved for heavy goods vehicles (lorries and semi-trailers). Light vehicles, vans, camper vans and vehicles transporting dangerous goods (TDG) are not permitted to park in the PSPL.

4.7 It is strictly forbidden to uncouple or swap a road combination consisting of a towing vehicle and a trailer. A trailer parked alone in the PSPL will be considered an abandoned vehicle. Any failure by the Customer to comply with these provisions will result in an additional charge on exit under the conditions defined in article 7.3.

4.8 It is strictly forbidden to light a fire or use a wood or charcoal barbecue in the PSPL.

4.9 The Operator reserves the right to make any changes it deems necessary to these operating regulations at any time.

Article 5 **OPENING HOURS AND SURVEILLANCE**

The PSPL is open 24 hours a day, 365 days a year.

The PSPL is monitored by cameras, in compliance with current regulations.

The car park is physically monitored by security guards on site every night, weekends and public holidays.

An operations officer is also responsible for remote surveillance of the payment systems.

Interphones are installed in the access lane and at the pedestrian access gate to enable the Customer to contact the operations officer at any time to report any problems.

The security guards present at the PSPL can call on the police if necessary.

The dining/rest room, showers and toilets are accessible 24 hours a day.

Article 6 **ENTERING AND LEAVING THE PSPL**

6.1 Entries

Access to the PSPL is fully automated. The entrance barrier can only be opened after :

- Identification of a valid Means of Payment; no payment is made during this operation ;

or

- A remote opening by the operating agent, following a request via the intercom, in the event of a malfunction of the payment system or an incident linked to the use of the Means of Payment;

or

- A remote opening by the operations agent, following a request via the intercom, for any intervention undertaken as part of the operation of the site.

6.2 Exits

The exit from the PSPL is fully automated. The opening of the exit barrier is conditional on full payment of the parking fee due by the Customer.

Article 7 **PARKING**

7.1 Parking conditions

All the provisions of the Highway Code are applicable and must be complied with within the PSPL, in particular those relating to compliance with speed limits.

Vehicles must be parked in the spaces marked out for this purpose without encroaching on the road markings. Customers must ensure that their vehicles are locked when they leave them.

The following are strictly prohibited inside the PSPL: all peddling, canvassing, unpacking or selling of

any objects whatsoever, all posters, all distribution of leaflets, all unloading and transfer of goods, even partial.

7.2 Parking time

Unless expressly waived by the Operator, the maximum parking time for a vehicle is in principle limited to 72 hours.

If the maximum parking time is exceeded, the amount of the additional parking is calculated per indivisible hour by which the maximum parking time is exceeded, in accordance with the applicable tariff schedule.

Any additional hour of parking that has begun will be billed to the Customer and is due.

7.3 Unhitching or exchanging a trailer

Unless expressly authorised in advance and in writing by the Operator, no uncoupling, exchange of trailers or parking of a single trailer is permitted inside the PSPL.

Failure by the Customer to comply with these provisions will result in the immediate application of a flat-rate occupancy fee of €150.00 inclusive of tax when the tractor alone is removed, and also when the re-coupled combination is removed.

Article 8

TRAFFIC, MANOEUVRING IN SECURE TRUCK PARKINGS

- 8.1 The Customer is solely responsible for any action carried out by the Customer with his vehicle on the PSPL premises, in particular driving, circulating, manoeuvring and parking vehicles and disembarking and embarking passengers.
- 8.2 The Customer is solely liable, whether to the Operator, to other Customers or to Third Parties, for any direct or indirect damage to property or personal injury caused by the Customer within the PSPL enclosure.
- 8.3 Any Customer who causes damage to the Operator's installations must immediately declare this damage to its insurer and inform the Operator in writing using the following contact details:

By using the contact form on the website: parkplus.fr/en/contact-en/

By post to APRR - Service Assurances
 36 Rue du Docteur Schmitt
 21850 Saint-Apollinaire

All Customers entering the PSPL site are required to obey all traffic signs, directions and traffic lights.

- 8.4 Except when parking, reversing should only be used in emergencies or for specific manoeuvres.

- 8.5 The Customer is required to comply with any instructions given to him/her by the security officer or the operations officer.
- 8.6 Any person travelling on foot on the PSPL must use the passageways marked for this purpose and pay the greatest attention to vehicle traffic. Pedestrians are not permitted on the vehicle entry and exit lanes, or in the payment area, unless expressly instructed to do so by the security officer or the operations officer.

Article 9 FINANCIAL CONDITIONS

9.1 Price List

Parking in the PSPL is charged according to the scale of charges attached in the Annex to these regulations.

Parking time is counted per indivisible hour from the time of entry into the PSPL. Any parking time started is due.

The fee schedule and all information relating to Means of Payment are displayed in the entrance and exit lanes of the PSPL.

9.2 Conditions and payment terms

Unless otherwise indicated at the entrance to the PSPL, the only Means of Payment accepted is the electronic toll tag.

Provided that the sign at the entrance to the PSPL expressly mentions other accepted Means of Payment, payment by immediate debit Means of Payment must be made before leaving the PSPL.

Failure to comply with payment deadlines will result in the application of a penalty corresponding to twice the legal interest rate, in addition to recovery costs which will be charged to the Customer.

The prices of ancillary services (drinks, snacks, laundry, etc.) are displayed on the vending machines and on the laundry kiosk, and are payable directly on site.

9.3 Loss of means of payment

In the event that the Means of Payment used when entering the PSPL is lost, stolen, illegible or expired at the time of exit, the Customer may contact the operating agent using the intercom located at the exit.

The exit of the vehicle is subject to verification of the entry data, in correlation with the Customer's indications.

Any non-payment will be the subject of an acknowledgement of debt drawn up by the security guard or the operating agent. In this case, the Customer will be asked to produce his/her identity papers and those of his/her vehicle. The debtor is the owner of the vehicle. The Customer will be considered as the debtor unless he can prove that he is an employee of the owner of the said vehicle.

9.4 Complaints

Any complaint relating to the billing or payment of parking must be sent in writing to the Operator, accompanied by the original of the disputed statement, using the following contact details:

Using the contact form on the website: parkplus.fr/en/contact-en/

By post, to : APRR - Service Réclamations PSPL
 DMME
 ZAC Valentin
 25048 BESANCON Cedex

Article 10 **LIABILITIES - EXCLUSIONS**

The Operator holds an insurance policy covering the pecuniary consequences of the civil liability that it may incur in the exercise of its activities.

It is reminded that when parking in the PSPL, custody of the vehicle is not transferred to the Operator, the car park operator, but remains the exclusive responsibility of the Customer.

Parking in the PSPL does not exempt the Customer from acting with all due diligence by taking all reasonable measures to ensure the safety of the road unit and its goods.

It is expressly agreed that the Operator is only bound by a best endeavours obligation towards the Customer or its possible employer.

In any event, the Operator's liability is limited solely to direct personal injury or material damage.

When vehicles are parked in the PSPL, the Operator ensures that the control and monitoring system does not fail, and that any equipment that may be faulty is repaired as soon as possible.

Under no circumstances shall the Operator take out insurance or any other guarantee in the name and on behalf of Customers to cover risks for which it cannot be held liable.

The Operator is not liable for damage caused by natural phenomena, cases of force majeure or fortuitous events such as: acts of vandalism, sabotage or terrorism, armed robbery or attempted robbery, strikes, riots, fire, frost, floods, snow, storms, etc. (this list is not exhaustive). (this list is not exhaustive).

Article 11 **SECURITY ET HYGIENE**

11.1 All refuelling, vehicle servicing or maintenance operations are strictly prohibited inside the PSPL.

11.2 It is strictly forbidden to spill or allow the spillage of flammable or corrosive fatty liquids inside the PSPL. In the event of an accidental spillage, the vehicle in question may exceptionally be authorised to park temporarily in the emergency area provided for this purpose.

11.3 As soon as such an incident is reported by the security agent against a Customer, the latter (or his employer where applicable) will bear all the costs of cleaning up and restoring the infrastructures, as well as all the consequences of any damage of any kind that may be caused to other Customers, third parties or the environment.

11.4 The Customer is responsible for any personal injury or damage to property caused on the PSPL.

11.5 The use of horns is prohibited within the PSPL, except to prevent immediate danger.

11.6 The lighting of fires or the use of wood or charcoal barbecues within the PSPL is strictly prohibited.

Article 12 SERVICES

A multi-service building offers customers a range of ancillary services, including televisions, drinks and snacks dispensers, microwaves, electrical sockets for recharging mobile phones, toilets and showers.

Article 13 BREAKDOWNS

Any breakdown occurring on a vehicle parked on the PSPL must be reported immediately to the security agent, or failing that, to the operations agent via the intercom located in the access lanes to the PSPL.

Provided that it is only a minor problem, the security agent may exceptionally authorise the Customer to call in a breakdown mechanic so that the repair can be carried out on site. Any unauthorised repairs are strictly forbidden on the PSPL premises.

In the event of a major breakdown, or involving heavy mechanical operations, or likely to generate pollution or have an impact on the environment, the Customer must, at his own expense, have the broken-down vehicle removed from the PSPL by a breakdown mechanic before undertaking any repairs whatsoever.

As soon as the breakdown service enters the PSPL premises, it must pay for parking in accordance with the rates in force. Consequently, the breakdown service provider may decide to pass on the corresponding costs to the Customer.

A list of breakdown services is available to Customers from the PSPL security officer.

Article 14 RESCUE

Any Customer who observes or is aware of an offence, an act of malice or any damage whatsoever on the PSPL premises must immediately inform the on-site security officer or the operations officer via the intercom.

Article 15 PENALTIES

Failure to comply with the provisions of articles 4.7 or 7.3 will give rise to the application of additional costs.

Any vehicle or trailer parked illegally or in breach of the regulations in force may be removed by the authorised authorities, at the Customer's expense and risk.

Article 16 APPLICABLE LAW - JURISDICTION

In the event of any dispute, relating to the use of the PSPL that cannot be resolved amicably, French law alone shall apply and the courts of DIJON (France) shall have sole jurisdiction.

French law governs these operating rules.

Any dispute relating to the interpretation or performance of these operating rules, which cannot be resolved amicably, shall be submitted to the competent courts of DIJON, notwithstanding multiple defendants or the introduction of third parties, even for emergency or conservatory proceedings, in summary proceedings or by petition.

APPENDIX 1

Price list Park+ Montbartier	
From the 12th of November	
Time in hours	Price list in €, VAT included
1	2,50
2	5,00
3	7,00
4	9,00
5	11,00
6	13,50
7	16,00
8	18,50
9	21,00
10	23,00
11	24,00
12	24,00
13	24,00
14	25,00
15	25,00
16	25,00
17	26,00
18	27,00
19	28,00
20	29,00
21	30,00
22	31,00
23	32,00
24	33,00

After 24 hours, the extra hour will be charged at 1.40€ VAT included

Flat-rate compensation for uncoupling/re-coupling : 150.00€ VAT included