

## Operating regulations and general terms and conditions of sale

### Langres Sud secure truck parking D428 - Zone d'activités - 52250 FLAGEY (Opposite exit 6 on the A31 highway)

#### Article 1 DEFINITIONS

Whenever used with an initial capital letter in this document, the terms listed below shall have the following meanings:

Secure Truck Parking (or « STP ») :	Refers to a fenced and secure parking facility for heavy goods vehicles, subject to payment, equipped with barrier-access control systems and surveillance systems operating 24/7.
Means of Payment :	Refers to the payment methods accepted for settling parking fees. The accepted means of payment are displayed at the entrance of the Secure Truck Parking.
Operator :	Refers to the company responsible for operating the Secure Truck Parking. The operation of the Langres Sud STP is carried out by PARK+, a limited liability company with a share capital of €2,988,564.00, whose registered office is located at 36 rue du Docteur Schmitt – 21850 SAINT APOLLINAIRE, registered with the Dijon Trade and Companies Register under number B 481 832 400 RCS DIJON.
PARK+ :	Refers to the brand under which the Operator manages the Langres Sud Secure Truck Parking.
Client :	Refers to any truck driver using the Secure Truck Parking.

#### Article 2 PUBLICATION OF THE OPERATING RULES

These operating rules are available to Clients upon simple request to the STP security officer.

The present document was originally drafted in French. A translated version is available in English.

The French version shall prevail in the event of any discrepancy in interpretation.

#### Article 3 SITE DESCRIPTION

The Operator has constructed, within the Langres Sud business zone, a Secure Truck Parking facility for freight transport vehicles, which includes:

- Two entrance lanes and two exit lanes equipped with payment facilities;

- 230 parking spaces and adjacent roadways;
- A building with vending machines for drinks and snacks, a dining/rest room, restrooms, and free showers;
- An outdoor laundry;
- A perimeter fence with an alarm system to prevent intrusions or break-ins;
- A video surveillance system to monitor the parking area, fences, and buildings, in compliance with the Internal Security Code and authorized by prefectural order.

## **Article 4**      **GENERAL PROVISIONS**

- 4.1 Clients are informed that vehicle entries and exits are recorded for the safety of persons and property and for the prevention of fraud, in accordance with applicable regulations, including the EU Regulation 2016/679 (GDPR) and national data protection laws.
- 4.2 License plates of vehicles parked in the STP are automatically recorded upon passing through the toll lanes.
- 4.3 Access to the STP is permitted only for vehicles whose driver has a valid and authorized Means of Payment. Automatic checks may be performed to combat fraud.
- 4.4 Entering the STP, even without long-term parking, constitutes full and unconditional acceptance of these operating rules, which take precedence over any other document unless expressly waived in writing by the Operator.
- 4.5 The Client bears sole responsibility for compliance with all regulatory safety and security requirements related to their vehicle.
- 4.6 Parking within the STP is reserved for heavy goods vehicles (trucks and semi-trailers) involved in freight transport. Light vehicles, vans, camper vans, and vehicles carrying hazardous materials (ADR) are prohibited.
- 4.7 It is strictly prohibited to detach or exchange a tractor-trailer unit. Any trailer left alone in the STP will be considered abandoned. Failure to comply will result in a surcharge as specified in Article 7.3.
- 4.8 Lighting fires or using wood or charcoal barbecues within the STP is strictly prohibited.
- 4.9 The Operator reserves the right to amend these operating rules at any time as deemed necessary.

## **Article 5**      **HOURS OF OPERATIONS AND SURVEILLANCE**

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

The STP is monitored by video surveillance in accordance with applicable regulations.

Physical surveillance is ensured by on-site security guards during the night, weekends, and public holidays.

A site operator also provides remote monitoring of payment systems.

Intercom systems are installed at the vehicle entrance lanes and pedestrian access gate, allowing Clients to contact the site operator at any time to report an issue.

Security personnel may request the intervention of public law enforcement authorities when necessary.

The dining/rest area, showers, and restrooms are accessible 24/7.

## **Article 6** ENTRY AND EXIT PROCEDURE

### **6.1** Entry

Access to the STP is fully automated. Entry barriers open only in the following cases :

- Detection of a valid Means of Payment (no charge is applied at this stage) ;  
ou
- Remote opening by the site operator upon intercom request, in case of a malfunction or issue with the Means of Payment;  
ou
- Remote opening by the site operator for operational interventions.

### **6.2** Exit

Exit from the STP is also fully automated. The exit barrier opens only once the parking fee has been fully paid by the Client.

## **Article 7** PARKING

### **7.1** Parking Condition

All provisions of the French Highway Code apply within the STP, particularly speed limits.

Vehicles must park only in designated spaces without crossing over the markings. Clients must ensure their vehicles are locked when unattended.

Strictly prohibited within the STP: peddling, solicitation, unpacking or selling of goods, posting notices, distribution of flyers, and loading/unloading or transferring merchandise, even partially.

### **7.2** Duration of Parking

Unless otherwise authorized by the Operator, the maximum permitted parking duration is 72 hours. In the event of overstay, additional charges will be applied by the hour (indivisible) according to the applicable pricing schedule. Any hour begun is due.

### 7.3 Trailer Detachment or Exchange

Unless expressly authorized in writing by the Operator, detachment, exchange of trailers, or parking of an unaccompanied trailer is prohibited within the STP.

Non-compliance will result in an immediate fixed penalty of €150 including VAT, charged at the time of exit of the tractor unit alone and again upon exit of the re-coupled vehicle.

## **Article 8**

### **TRAFFIC AND MANOEUVRING WITHIN THE SECURE PARKING AREA**

8.1 All actions carried out by the Client with their vehicle inside the STP, including driving, manoeuvring, and parking, as well as passenger embarkation/disembarkation, are under the Client's sole responsibility.

8.2 The Client is solely liable, to the Operator, other Clients, or third parties, for any material, bodily, direct or indirect damage caused within the STP.

8.3 Clients who cause damage to Operator property must immediately report it to their insurer and inform the Operator in writing:

Via the contact form: [www.parkplus.fr](http://www.parkplus.fr)

By mail:

PARK+

36 Rue du Docteur Schmitt

21850 Saint-Apollinaire

8.4 Clients must observe traffic flow, signs, and signals within the STP.

8.5 Reverse driving is permitted only in emergencies or specific manoeuvring situations.

8.6 Clients must follow any instructions given by security staff or the site operator.

8.7 Pedestrians must use marked walkways and be especially cautious around vehicle movements. Pedestrian access is strictly prohibited on vehicle entrance/exit lanes and the payment zone, except under express instruction from security or the site operator.

## **Article 9**

### **FINANCIAL CONDITIONS**

#### 9.1 Rates

Parking fees are charged based on the rate schedule attached as an annex to these rules.

Parking time is calculated per indivisible hour from the time of entry.

Any hour begun is considered due.

The rate schedule and accepted Means of Payment are displayed at the STP entrance and exit lanes.

#### 9.2 Payment Conditions

Unless stated otherwise, the only accepted Means of Payment is the electronic toll badge.

If other Means of Payment are allowed, immediate payment must be made before exiting.

Failure to pay within the deadlines results in penalties equal to twice the legal interest rate, plus collection costs.

Fees for ancillary services (beverages, snacks, laundry) are displayed and payable directly at vending machines.

### **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**

Complaints regarding billing or payment must be addressed in writing, including supporting document to:

Website form: [www.parkplus.fr](http://www.parkplus.fr)

Postal address:

APRR – STP Complaints Department

DMME

ZAC Valentin

25048 BESANCON Cedex

## **Article 10      LIABILITY – EXCLUSIONS**

The Operator holds insurance covering its civil liability.

However, custody of vehicles remains the sole responsibility of the Client.

Clients must take all reasonable precautions to secure their vehicles and cargo.

The Operator is only bound by a best-efforts obligation and is liable only for direct material or bodily damages.

The Operator ensures that the surveillance systems are functioning and that defective equipment is repaired as soon as possible.

The Operator does not provide insurance or guarantees covering risks beyond its liability.

The Operator is not liable for damages resulting from natural disasters, force majeure, or incidents such as vandalism, sabotage, terrorism, theft, strikes, riots, fire, frost, flooding, snow, storms, etc.

## **Article 11** SAFETY ET HYGIENE

11.1 Fuel refueling, vehicle maintenance, and repair operations are strictly prohibited within the STP.

11.2 Spillage of flammable, corrosive, or greasy liquids is strictly prohibited. In case of accidental spillage, temporary parking may be authorized at a designated area.

11.3 Clients causing such incidents are responsible for cleaning costs, restoration expenses, and damages to others, third parties, or the environment.

11.4 The Client is responsible for any material or bodily damage caused within the STP.

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

11.6 Lighting fires or using wood or charcoal barbecues is strictly prohibited.

## **Article 12** SERVICES

A multi-service building offers Clients additional amenities: TVs, vending machines, microwaves, power outlets for mobile phones, restrooms, and showers

## **Article 13** BREAKDOWNS

Any vehicle breakdown must be immediately reported to the security guard or, failing that, to the site operator via the entrance intercom.

If it concerns a minor issue, repairs may exceptionally be authorized by the security guard.

In the case of major breakdowns or mechanical work, or risk of pollution, the Client must have the vehicle removed by a tow truck at their expense before any repair.

Tow truck operators must pay for access and may pass these costs on to the Client.

A list of tow services is available from the security officer.

## **Article 14** EMERGENCIES

Clients witnessing or aware of any offense, malicious act, or damage within the STP must immediately inform the security officer or the site operator via the intercom.

## **Article 15** SANCTIONS

Failure to comply with Articles 4.7 or 7.3 will result in additional charges.

Vehicles or trailers parked illegally may be towed at the Client's expense, risk, and peril by authorized authorities.

## **Article 16** APPLICABLE LAW - JURISDICTION

French law exclusively applies to any dispute related to the use of the STP.

In the event of unresolved disputes, the courts of Dijon (France) shall have exclusive jurisdiction, even in cases involving multiple defendants, warranty claims, or urgent procedures.