

# **Operating Rules and General Terms of Sales**

# Secure Truck Parking Paris Sud Est (A105 (E54) Exit 13)

# 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 secured and enclosed parking area for heavy goods

vehicles, subject to payment, equipped with barrier access gates and

24/7 surveillance systems.

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..

PARK+: Refers to the company operating Secure Truck Parking facilities, or any

companies franchised by said company.

Client: Refers to any truck driver using the Secure Truck Parking.

# Article 2 PUBLICATION OF THE OPERATING RULES

These operating regulations are available to interested Customers on request from the PSPL security officer or the staff providing the catering service.

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

# Article 3 SITE DESCRIPTION

PARK+ has built a secure HGV car park for goods vehicles at exit 13 REAU on the A105 (E54), comprising:

- Two entry lanes and two exit lanes equipped with payment facilities;
- 235 parking spaces and adjoining roads;
- A building housing a bar service, a catering service, sanitary facilities and the car park surveillance room;

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- A fence equipped with an alarm system to prevent attempts at intrusion or break-in;
- A video system to monitor the fences and buildings that complies with the provisions of the French Internal Security Code and is authorised by prefectoral order;

# Article 4 GENERAL PROVISIONS

The Client is informed that vehicle entries and exits are recorded for the purpose of ensuring the safety of persons and property, and for the prevention of fraud, in compliance with applicable regulations, including European Regulation 2016/679 known as the General Data Protection Regulation (GDPR), and national provisions relating to data protection and privacy.

4.2

Vehicle license plates are regularly recorded for all vehicles parked within the STP.

4.3

Access to the STP is permitted only to vehicles whose driver possesses a valid and authorized Means of Payment. The Client is informed that automated checks may be conducted to prevent fraud.

4.4

The mere act of allowing a vehicle to enter the STP, even without extended parking, constitutes full and unconditional acceptance of these operating rules, which take precedence over any other document, unless expressly waived in writing and in advance by PARK+.

4.5

The Client bears sole responsibility for compliance with all regulatory safety and security obligations relating to their vehicle.

4.6

Parking within the STP is reserved for heavy goods vehicles used for freight transport (trucks and semi-trailers). Light vehicles and vehicles transporting hazardous materials (ADR) are not authorized to park within the STP.

4.7

It is strictly forbidden to detach or exchange a tractor-trailer unit. Any trailer left unattended in the STP shall be considered an abandoned vehicle. Any failure to comply with these provisions will result in an exit surcharge under the conditions defined in Article 7.3.

4.8

PARK+ reserves the right to amend these operating rules at any time as it deems necessary.

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

The STP is monitored by surveillance cameras, in compliance with applicable regulations.

On-site security personnel are present every night, as well as on weekends and public holidays, to ensure physical surveillance of the facility.

The surveillance room is located inside the multi-service building.

A site operator also provides remote monitoring of the payment systems.

An intercom located at the access lane allows the Client to contact the site operator at any time to report any issue. SOS call stations are also available within the parking facility.

Security personnel present on the STP premises may call upon public law enforcement authorities if necessary.

The operating hours of the bar/restaurant are specified in Annex 2 of these regulations. The restrooms located inside the building are accessible 24/7.

# Article 6 ENTRY AND EXIT PROCEDURES

# 6.1 <u>Entry</u>

Access to the STP is fully automated. Entry is permitted under the following conditions:

Identification of a valid Means of Payment (no payment is made at this stage);

or

• Remote opening by the operator upon intercom request in case of malfunction or payment method issue;

<u>or</u>

Remote opening by the operator for operational purposes

# 6.2 *Exit*

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

### Article 7 PARKING

### 7.1 Parking Conditions

All provisions of the Highway Code apply within the STP, particularly those related to speed limits. Vehicles must be parked within the designated spaces, without encroaching on the marked boundaries.

The Client must ensure that the vehicle is locked when unattended.

The following activities are strictly prohibited within the STP: any peddling, solicitation, display or sale of goods, any posting of notices, distribution of leaflets, and

any loading, unloading, or transfer of goods, even partial.

### 7.2 Parking Duration

Unless expressly authorized by PARK+, the maximum permitted parking duration for a vehicle is limited to 72 hours.

In the event of exceeding the maximum parking duration, the additional parking fee shall be calculated per indivisible hour of overstay, in accordance with the applicable rate schedule. Any additional hour begun is due and will be invoiced to the Client.

# 7.3 Trailer Detachment or Exchange

Unless expressly authorized in advance and in writing by PARK+, detaching trailers, exchanging trailers, or parking an unaccompanied trailer within the STP is strictly prohibited.

Non-compliance with these provisions will result in a surcharge equivalent to an extension of the effective parking duration. This charge will be applied both when the tractor unit exits alone and again when the full vehicle combination exits after being reattached.

# Article 8

#### TRAFFIC AND MANOEUVRING WITHIN THE SECURE PARKING

#### AREA

- 8.1 Any action performed by the Client with their vehicle within the STP—such as driving, circulating, maneuvering, parking, embarking or disembarking passengers—is the Client's sole responsibility.
- 8.2 The Client is solely liable, whether with respect to PARK+, other Clients, or third parties, for any material, bodily, direct or indirect damage caused within the STP.
- 8.3 Any Client who causes damage to PARK+ facilities is required to immediately report the incident to their insurance provider and notify PARK+ in writing at the following addresses:

Via the contact form on the website: www.parkplus.fr

By mail to:

APRR – Agence Sud Francilien PARK+ A6 – Péage de Fleury en Bière 77630 BARBIZON

- 8.4 Every Client entering the STP must comply with traffic flow directions, signage, and traffic signals.
- 8.5 Reversing is generally not permitted, except when strictly necessary to maneuver the vehicle into a parking space.
- 8.6 The Client must comply with any instructions that may be given by the security guard or site operator.
- 8.7 Any person walking within the STP must use the designated pedestrian pathways and pay close attention to vehicle movements. Pedestrian access is strictly prohibited on the vehicle entry and

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exit lanes as well as in the payment zone, unless expressly instructed otherwise by the security guard or site operator.

### Article 9

### **FINANCIAL CONDITIONS**

### 9.1 Rates

Parking within the STP is billed according to the PARK+ pricing schedule attached as Annex 2 to these rules.

Parking time is calculated in indivisible hourly increments starting from the time of vehicle entry into the STP. Any hour begun is due in full.

The rate schedule and all relevant information regarding Means of Payment are posted at the entrance and exit lanes of the STP.

### 9.2 Payment Terms and Conditions

Payment via immediate debit Means of Payment must be completed before exiting the STP.

For other Means of Payment, billing will occur after the fact.

Failure to meet payment deadlines will result in a penalty equal to twice the legal interest rate, in addition to any collection fees charged to the Client.

Rates for ancillary services (e.g., food service, showers) are displayed at the entrance to the building and are payable directly to the food service personnel.

# 9.3 Loss of Means of Payment

If the Means of Payment used at the time of entry is lost, stolen, unreadable, or expired at the time of exit, the Client may contact the site operator via the intercom located at the exit to settle the payment:

Either by providing the number of a payment card (accredited card only), in which case the standard rate will apply after verifying the validity of the card;

Or by using another accepted Means of Payment.

In all cases, vehicle exit is subject to the verification of entry data against the information provided by the Client.

Any unpaid amount will be formalized in a signed acknowledgment of debt by the security guard or site operator. In this case, the Client will be required to present their identity documents and vehicle registration papers. The legal debtor is the registered owner of the vehicle. The Client will be considered the debtor unless they can prove that they are employed by the vehicle's owner.

#### 9.4 Complaints

Any complaint related to parking billing or payment must be submitted in writing to PARK+, along with the original disputed transaction receipt, using the following contact details:

Via the contact form on the website: www.parkplus.fr

By mail to:

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PARK+

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77630 BARBIZON

# Article 10 LIABILITY - EXCLUSIONS

PARK+ holds an insurance policy covering the financial consequences of any civil liability it may incur in the course of its operations.

It is expressly reminded that during vehicle parking within the STP, custody of the vehicle is not transferred to PARK+, the parking operator, and remains the sole responsibility of the Client.

Parking in the STP does not relieve the Client of the duty to act with due care and to take all reasonable measures to secure the vehicle and its cargo.

It is expressly agreed that PARK+ is bound only by a best-efforts obligation (obligation of means) toward the Client or their possible employer.

In all cases, PARK+'s liability is strictly limited to direct bodily injury or material damage.

During the parking of vehicles in the STP, PARK+ ensures that the monitoring and surveillance systems are operational and that any defective equipment is repaired as promptly as possible.

Under no circumstances does PARK+ take out insurance or provide any guarantee on behalf of Clients to cover risks for which it cannot be held liable.

PARK+ shall not be held liable for damages caused by natural phenomena, force majeure events, or unforeseeable circumstances such as (but not limited to): acts of vandalism, sabotage or terrorism, theft or attempted armed robbery, strikes, riots, fire, frost, flooding, snow, storms, etc.

# Article 11 SECURITY AND HYGIENE

- 11.1 All refueling operations, vehicle maintenance work, or any form of mechanical intervention are strictly prohibited within the STP.
- 11.2 It is strictly forbidden to spill or allow the discharge of flammable, greasy, or corrosive liquids within the STP. In the event of accidental spillage, the vehicle concerned may, as an exception, be temporarily authorized to park in the designated emergency area.
- 11.3 Should such an incident be reported by the security officer concerning a Client, the Client (or their employer, where applicable) shall bear all cleaning and repair costs for the affected infrastructure, as well as any consequences arising from damage of any kind caused to other Clients, third parties, or the environment.
- 11.4 The Client is responsible for any bodily injury or material damage they cause within the STP.

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11.5 The use of audible warning devices (horns) is prohibited within the STP, except in cases of immediate danger.

11.6 The electrical installations of the STP are intended solely for lighting purposes. The use of electrical outlets by Clients is strictly prohibited, as these are reserved exclusively for PARK+ personnel.

# Article 12 SERVICES

A multi-service building offers Clients various additional amenities, including food service, restrooms, showers, and more.

# Article 13 BREAKDOWNS

Any breakdown occurring on a vehicle parked within the STP must be immediately reported to the security officer, or failing that, to the site operator via the intercom located at the STP access lanes.

Provided the issue is minor, the security officer may exceptionally authorize the Client to call a tow service so that the repair can be carried out on site. Any unauthorized repair work is strictly prohibited within the STP.

In the case of a major breakdown, or one involving heavy mechanical work, or likely to cause pollution or affect the environment, the Client is required to have the vehicle removed from the STP at their own expense by a tow service before any repair is undertaken.

Any tow service entering the STP must pay the applicable parking fee. Consequently, the service provider may choose to pass these costs on to the Client.

A list of approved tow service providers is available to Clients from the STP security officer.

# Article 14 EMERGENCIES

Any Client who witnesses or becomes aware of an offense, a malicious act, or any form of damage within the STP must immediately inform the on-site security officer or the site operator via the intercom.

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# Article 15 SANCTIONS

Failure to comply with the provisions of Articles 4.7 or 7.3 will result in the application of additional charges.

Any vehicle or trailer found to be parked illegally or in violation of applicable regulations may be removed by the competent authorities, at the Client's expense, risk, and peril.

### Article 16 APPLICABLE LAW - JURISDICTION

In the event of a dispute related to the use of the STP that cannot be resolved amicably, only French law shall apply, and the courts of DIJON (France) shall have sole jurisdiction.

These operating rules are governed by French law.

Any dispute concerning the interpretation or execution of these operating rules that cannot be resolved amicably shall be submitted to the competent courts of DIJON, notwithstanding multiple defendants or third-party claims, including for urgent or protective proceedings, whether summary or by petition.

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