

**GENERAL TERMS AND CONDITIONS OF RAMADA BY WYNDHAM ESSEN HOTEL FOR THE PARKING GARAGE****I. Lease**

A lease for a parking space comes into effect between the parking garage operator and the user under the following conditions upon acceptance of the parking ticket and/or upon entry into the parking garage.

Guarding and safekeeping are not the object of this agreement. The parking garage operator accepts no liability or particular duties of care for any items brought in by the user. The agreement ends upon exiting the car park.

**II. Conditions for using the parking garage**

1) The user is obliged to exercise the usual care in the ordinary course of business, in particular to strictly adhere to the signs and notices governing traffic and parking, and the safety requirements. Instructions of the parking operator or their personnel pertaining to safety or domestic rights must always be observed. In addition, the conditions of the Road Traffic Licensing Act (StVO) apply accordingly.

Vehicles may only be parked within the designated parking spaces, though not in parking spaces that are reserved by notices for permanent users. The parking garage operator is entitled to remove any vehicles parked outside these spaces, in particular in traffic areas at a cost.

The parking garage operator is also entitled to remove the user's vehicle, if the parking garage poses an urgent threat.

Every user is recommended to carefully lock their vehicle after leaving it and not to leave any valuables inside.

2) The operating hours can be taken from the relevant signs.

**III. Safety and regulatory requirements**

1) You may only drive at a walking pace in the parking garage.

2) It is not permitted to

- a) smoke or use fire in the parking garage
- b) store any manner of items (in particular tires, bikes etc.), fuel and inflammable objects and empty fuel containers
- c) fuel vehicles
- d) try out or leave engines running while the vehicle is stationary
- e) park vehicles with a tank or engine that is leaking

f) bring in vehicles with liquid gas containers and other equivalent hazardous materials (may be deleted based on the valid state regulations)

g) leave for a period beyond simple parking and collection

h) accommodate unauthorized persons (such as skateboarders, graffiti artists or inline skaters)

3) It is not permitted to repair, wash, clean the inside, discharge fuels or oils, leave behind waste and cause any manner of contamination in the parking garage.

4) No advertising material may be distributed or affixed in the parking garage. Any breaches shall be prosecuted under civil (e.g., towing costs) and criminal law.

**IV. Rent/parking time**

1) The rent is calculated according to the displayed and valid list of charges.

2) The vehicle may only be collected during the hours of operation upon presentation of the parking ticket and payment of the charge. If the user intends to drive their vehicle out outside these operating hours, they are obliged to indemnify the parking garage operator, notwithstanding any further claims for the costs incurred as a result of the special operating hours (time, mileage etc.). These costs shall become due and are payable when the vehicle is collected.

3) The maximum parking period is four weeks unless a special written agreement has been entered into in the specific case.

At the end of the maximum parking period, the parking garage operator is entitled to have the vehicle removed from the parking garage at the user's expense, if the user and/or keeper of the vehicle has not received a written notification, giving two weeks' notice without effect, or the value of the vehicle clearly does not exceed the parking charges due. The parking garage operator is entitled to payment based on the list of charges until the vehicle is removed.

4) A payment of at least the daily rate is due if the parking ticket is lost, unless the user can provide evidence of a shorter parking stay, or the parking garage operator of a longer parking stay. The parking garage operator may check the right to collect and use the vehicle. Evidence includes presentation of the parking ticket; the user may provide other evidence.

5) If the user has not parked their vehicle properly, i.e., not in areas designated as a parking space or in a permanent

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parking space, and does not intend to rectify this situation immediately, the parking garage operator is entitled, notwithstanding further compensation claims or action in accordance with the parking conditions, to have the vehicle towed away. A flat-rate charge will be levied for the vehicle's removal. The user can provide evidence that this level of costs was not incurred or was significantly lower than the flat-rate charge.

6) If the user takes up more than one parking space with their vehicle, the parking garage operator is entitled to charge the full rent for the number of parking spaces used.

**V. Liability of the parking garage operator**

1) The parking garage operator has no liability to the parking space user. This excludes any damage as a result of an injury to life, body or health, or infringement of essential contractual obligation (cardinal obligations), and liability for other damage caused willfully or as a result of a grossly negligent breach by the parking garage operator, their legal representative, or vicarious agents, or if the parking garage operator has maliciously concealed any defects. Essential contractual obligations are those that are necessary to achieve the contract's objective. If essential contractual obligations are breached, the parking garage operator shall only be liable for foreseeable damages that are typical for the contract if these were caused by simple negligence, unless they are the compensation claims by the user because of a breach of life, body, or health.

2) Existing liability restrictions apply to all compensation claims regardless of their legal basis, including claims that result from unauthorized use. The present liability restrictions and exclusions also apply in cases of possible claims for compensation by the user against employees of the parking garage operator. However, they do not apply in instances of liability by the parking garage operator for a defect after having given a guarantee for the quality of an item or a work, in the case of maliciously concealed defects or personal injury.

3) The user is obliged to notify the parking garage operator immediately in writing. Any damage must be notified to the parking garage's personnel before leaving the parking garage, if possible.

4) All claims against the parking garage operator shall expire within a year from the start of the standard, knowledge-dependent limitation period of Section 199 (1) of the German Civil Code (BGB). Compensation claims shall expire in three years independent of knowledge. Reductions in the statutory limitation period do not apply to claims that are based on willful intent or a grossly

negligent breach of duty on the part of the parking garage operator or an injury to life body or health.

**VI. User's liability**

The user is liable for any damage they, their vicarious agents, their representatives, or their companions have culpably caused the parking garage operator. They are obliged to report such damage automatically to the parking garage operator when leaving the parking garage; the user is also liable for the costs of cleaning in the event of contamination of the parking garage in accordance with III.3) and III. 3) 4).

**VII. Right of lien/retention right**

1) The parking garage operator has a retention right because of its claims based on a continuous rental agreement and a statutory lien over the user's parked vehicle.

The parking garage operator is also entitled to sell or auction vehicles or trailers without an official registration after the maximum parking period has expired, and fruitless notification of the user/vehicle keeper. This also applies if the user/vehicle keeper cannot be determined after taking reasonable steps. If the user/ vehicle keeper is known to the parking garage operator, they will be notified about this one week before disposal of the vehicle. If the user/ vehicle keeper shall be provided with the proceeds less any costs incurred, and parking charges accrued up to removal of the vehicle. If the user/vehicle keeper fails to claim the proceeds within a year of the sale or auction, the proceeds shall fall to the parking garage operator.

2) Without prejudice to the rights from VII.1) to VII.2), the user/keeper of the vehicle is liable to the parking garage operator for all costs incurred.