

SITE RULES FOR THE USE OF
TIP SECURE TRUCK PARKING DELTA PARK DOURGES
RUE DU COMBINÉ – 62119 DOURGES

ARTICLE 1 DEFINITIONS

“Safe and Secure Truck Parking Area” or “SSTPA”: refers to TIP Secure Truck Parking Delta Park Dourges located Rue du Combiné in Dourges, a secure parking facility for heavy goods vehicles equipped with surveillance systems and subject to payment.

“TIP”: refers to the company TIP Trailer Services France SAS, a simplified joint stock company with a registered capital of 26,067,009 euros, having its registered office at Avenue de la Tremblaie – ZAC de la Tremblaie 91 220 Le Plessis Pâté, registered in the Trades & Companies Register (RCS) of Evry under the number 310 880 604, which operates the SSTPA.

“Client”: refers to the HGV driver using the SSTPA.

“Site Rules”: refers to these site rules for the use of the Delta Park secure parking facility.

ARTICLE 2 DESCRIPTION OF THE SSTPA

The SSTPA is comprised of:

- 213 parking spaces including 30 places for the parking of refrigerated vehicles;
- A perimeter fence;
- A video surveillance system making it possible to monitor all of the facilities and the fence pursuant to the provisions of articles L.251-1 and following of the Internal Security Code;
- Two outdoor sanitary facilities;
- A rest area including toilets, showers, kitchen and laundry.

ARTICLE 3 GENERAL PROVISIONS

3.1 Parking in the SSTPA is subject to these site rules for the use of the facilities, which take precedence over any other documents. Bringing a vehicle into the SSTPA and leaving it in a stationary position, even temporarily, implies unreserved acceptance of the Site Rules and of the applicable prices.

3.2 The client is hereby informed that vehicles entering and leaving the site are filmed for security reasons and in order to combat theft and fraud, and that the registration numbers of vehicles parked in the SSTPA are logged on a regular basis.

3.3 The SSTPA may only be used for the parking of heavy goods vehicles used for the transportation of goods (truck tractors and semi-trailers). It is off-limits to vehicles with a total permissible laden weight of less than 3.5 tonnes and passenger-carrying vehicles (buses and coaches, etc.).

Access to and parking in the SSTPA is also prohibited for vehicles carrying all class of hazardous goods.

3.4 Access to the secure parking facility is only available for vehicles whose driver has an acceptable means of payment which is currently valid and which he is entitled to use. The client is hereby informed that our payment systems may perform automatic verifications for fraud prevention purposes.

3.5 The goods carried must be mentioned on the consignment note, with it being stipulated that it is prohibited to enter the SSTPA with illegal or illicit items or materials.

3.6 TIP reserves the right to unilaterally modify the Site Rules at any time. Notices will be displayed containing details of any modifications.

3.7 The SSTPA is equipped, on the first entrance lane of the car park, with an optical reader for automatic checking of the tires condition. This service is provided as totally gracious and not contractual. The responsibility of TIP cannot be held on the state of the tires of vehicles placed by our customers on the SSTPA.

ARTICLE 4 TRAFFIC RULES

4.1 All provisions of the Highway Code will apply to the movement and parking of vehicles within the SSTPA.

4.2 The vehicle must comply with the regulations and must be duly insured, something which the Client must be able to demonstrate immediately upon request to do so from TIP. Should such proof not be provided, TIP reserves the right to prevent the vehicle concerned from entering the SSTPA and from parking there.

4.3 The Client must be the holder of a driving licence valid in France for the vehicle category concerned.

4.4 The Client must comply with the signs displayed in the SSTPA, must not exceed the maximum speed limit authorised for on-site traffic which is set at 20km/h and must follow the traffic direction arrows and the rules resulting from installed signs, panels and traffic lights.

4.5 All driving, manoeuvring, parking and the disembarkation or boarding of passengers within the parking facility takes place entirely at the liability of the Clients or their staff and agents. More generally, they must always show good care and attention to safety and security at all times and under all circumstances while parked in the SSTPA.

4.6 The Client is responsible for any accidents he causes within the SSTPA and will be liable for all losses or damage he causes to third parties and their property and for any loss, damage or harm caused to the SSTPA’s staff and facilities. The Client must immediately notify the staff member at reception of any accident having caused damage to any on-site facilities at the address shown in article 7 and must declare this to TIP in writing.

4.7 Drivers under the influence of alcohol or drugs may not access the SSTPA.

4.8 Any operation involving the loading or unloading of merchandise within the parking facility is strictly prohibited.

4.9 Access to the SSTPA is forbidden for pets, especially dogs.

ARTICLE 5 PARKING RULES

5.1 Unless a waiver is expressly granted by TIP, the maximum parking period for a vehicle is limited to 96 hours.

5.2 In all cases in which the maximum parking period is exceeded, the cost of the parking fee will be calculated based on the fixed hourly amount for excess stays in accordance with the applicable price list.

5.3 The vehicles must be locked, with their windows closed and must be parked correctly in the spaces provided for this purpose as shown on the ground.

5.4 It is prohibited to uncouple a trailer from the vehicle without TIP's express consent, failing which the Client must pay an additional parking charge for the parking of the uncoupled trailer. In the event of any discrepancy between the number of wheel sets on the incoming vehicle and the number of wheel sets on the outgoing vehicle, a fixed supplement (10 hours at the basic rate) will be automatically applied.

5.5 It is the Client's responsibility to ensure that the parking of his vehicle meets the statutory safety and security requirements, including those provided for in the ADR order of 1 June 2001 for the transportation of hazardous goods. Vehicles carrying such merchandise are forbidden.

5.6 The Clients must comply with the instructions given by the parking facility's staff. In particular, they must never park their vehicle in the access lanes or payment areas.

5.7 In the case of obstructive or illegal parking or of parking exceeding 96 hours, vehicles may be removed at the cost and risk of the owners concerned, with no possibility for the latter to make any claim against TIP on these grounds.

ARTICLE 6 ENTERING AND LEAVING THE SITE

6.1 Entry to the secure parking facility involves the issuing of a parking ticket showing the time at which the vehicle went through the entry gates.

6.2 The ticket supplied is assigned to the incoming vehicle. Drivers are not allowed to exchange tickets.

6.3 Leaving the secure parking facility is subject to the payment of the parking fee calculated based on the parking time. It is possible to leave the facility 24/7. Payment may be made by electronic toll tag, bank card, charge card, fuel card or by Snap app or Travis app.

6.4 To leave, the vehicle should proceed to the automatic exit terminal and scan its ticket which should have been paid for beforehand or present its electronic payment tag.

6.5 In the event of a dispute or in the case of a lost ticket, TIP reserves the right to demand payment of a fee of at least equal to 72 hours' parking.

ARTICLE 7 RESPONSIBILITIES & LIABILITY

7.1 The Client is informed that in the time during which the vehicle is parked in the SSTPA, the custodianship of vehicle is not transferred to TIP but remains under the Client's responsibility and liability.

7.2 The custodianship and monitoring of the SSTPA as an infrastructure facility is performed under TIP's responsibility, which is bound only by a best efforts obligation in this respect.

7.3 TIP will not be considered liable or responsible for:

- the theft of the vehicle, of accessories from vehicles or any other items attached to or left inside the vehicles regardless of their value;
- the theft of detachable items from the vehicles;
- the theft of cargo;
- damage and losses caused to vehicles inside the SSTPA.

7.4 In all cases, TIP's liability is limited to direct material damage and to the value of 15,000 euros per incident or damage caused by a breach on its obligations. This liability limitation does not apply to bodily injury.

7.5 Under no circumstances will TIP take out insurance in the name of and on behalf of the clients to cover risks for which it is not liable.

7.6 Any accident, damage or harm caused to property or people must be immediately declared to the reception staff on duty at the parking facility and a vehicle accident report must be drawn up. A copy of this declaration must be sent to TIP at the following address within 48 hours: TIP Trailer Services France SAS – Service Parking Sécurisé - Avenue de la Tremblaie – 91220 LE PLESSIS PATE.

ARTICLE 8 PARKING FEE

8.1 Parking in the facility requires the payment of a fee subject to the applicable price list and the means of payment accepted as displayed at the SSTPA's entrance and exit.

8.2 The parking fee is calculated on an hourly basis from the moment the vehicle enters the SSTPA, with each hour started being payable in full.

8.3 The parking fee must be paid before leaving the SSTPA.

8.4 Invoicing costs, administration charges and the cost of collection or proceedings will be claimed if payment is not made within the payment times stipulated in the applicable regulations.

ARTICLE 9 PEDESTRIAN TRAFFIC

9.1 Only the drivers and their passengers are allowed to circulate on foot in the SSTPA.

9.2 They should only walk in the areas provided for this purpose and should comply with the rules applicable to traffic on the public highways. Walking on the vehicle entry and exit ramps is strictly prohibited. Walking is only permitted along the traffic circulation lanes.

9.3 Pedestrians should enter and leave the SSTPA via the turnstile security barrier. Pedestrians are authorised to enter/leave with the ticket issued at the HGV entry terminal. In the case of several drivers or several passengers in the vehicle, the driver(s) must contact the reception staff who will manually open the access gate.

9.4 Reflective high visibility jackets must be worn.

9.5 All forms of peddling, hawking or the sale of items of any form is strictly prohibited.

ARTICLE 10 SAFETY AND SECURITY AT THE SSTPA

10.1 It is prohibited to perform any maintenance or repair operations (including refuelling) other than those made necessary by a breakdown which has immobilised the vehicle.

10.2 It is prohibited to discharge greasy, fatty, flammable or corrosive liquids within the SSTPA. If such products are accidentally spilled, the cleaning and restoration costs will be borne by the clients.

10.3 Horns may not be used other than in cases of imminent danger.

10.4 The SSTPA is placed under video surveillance system.

10.5 The SSTPA is subjective to physical surveillance by a warden 7 days a week. The operating and surveillance staff are authorised to apply the Site Rules. They may involve the police or security services should any security-related issues arise.

10.6 The number to call the emergency services is 18 or 112 from a mobile phone. In an emergency, after having called the emergency services the Client must inform the SSTPA's staff who will be authorised to react when faced with emergency situations and to take all necessary measures to facilitate access to the parking facility for the emergency services. The SSTPA's staff do not provide nursing/medical assistance.

ARTICLE 11– USE OF THE WIFI SERVICE

11.1 Wi-Fi connection service is made available free of charge to Customers.

This service is reserved for personal, reasonable use and in accordance with applicable laws and regulations.

11.2 Access to Wi-Fi is via a temporary identifier provided automatically by display or at reception. TIP reserves the right to limit the access duration or speed in order to guarantee a fair quality of service for all users.

11.3 The Customer undertakes not to use the network to access illegal content, undermine public order or network security. TIP reserves the right to suspend or restrict access in the event of abusive or suspicious behaviour.

11.4 The Client is informed that connection data (session logs) may be stored in accordance with current regulations and, where applicable, transmitted to the competent authorities upon judicial requisition.

ARTICLE 12 RESTRICTIONS

12.1 The SSTPA may provisionally close to undertake maintenance work or for safety and security reasons, with no possibility for the clients to demand any compensation on these grounds.

12.2 The SSTPA may be opened to the public if instructed to do so by the authorities.

ARTICLE 13 WASTE AND ENVIRONMENT

13.1 It is strictly prohibited to throw out waste such as emptying ashtrays, throwing away papers, urinating or leaving or any refuse in the SSTPA. Bins and toilets are available.

13.2 The hygiene and sanitation facilities should be used correctly and left clean after use.

13.3 It is strictly prohibited to set up any form of makeshift barbecue.

ARTICLE 14 PENALTIES

14.1 If any of the Site Rules are not respected, TIP reserves the right to order any offender to leave, at the latter's cost and risk. Vehicles which are parked in a manner which contravenes the Site Rules may be removed at the offender's cost and risk.

14.2 Additionally, TIP reserves the right to make a formal complaint without prejudice to any damages it may be entitled to pursue.

ARTICLE 15 COMPLAINTS

All complaints concerning the SSTPA must be addressed in writing within 72 hours to TIP TRAILER SERVICES – Service Parking Sécurisé - Avenue de la Tremblaie – 91220 LE PLESSIS PATE. The complaint must be dated and signed, stating the Client's last name, first name and address, in addition to a detailed and accurate description of the facts concerned.

ARTICLE 16 PUBLICITY

The Site Rules are displayed at the entrance to the SSTPA and are available on site in the rest area or at the address shown in article 15.

ARTICLE 17 PERSONAL DATA

17.1 The SSTPA is monitored and protected by video surveillance cameras by TIP, which is operating in accordance with its legitimate interests by guaranteeing safety and security of its Clients and of its property and premises.

17.2 The footage recorded by the cameras may be viewed by the manager of the SSTPA and the company with responsibility for maintaining the equipment.

17.3 The footage will be deleted thirty days after it has been recorded.

17.4 For any further information concerning this system, or to exercise your right to access the footage concerning you, please contact dataprivacy@tip-group.com.

17.5 You may submit a complaint to the French data protection authority (CNIL, www.cnil.fr) if you consider that these measures do not comply with personal data protection rules.

ARTICLE 18 RESERVATIONS

Clients can reserve parking spaces online using the TRAVIS smartphone application.

ARTICLE 19 APPLICABLE LAW – JURISDICTION

19.1 These Site Rules are governed by French law.

19.2 Any dispute arising between the parties concerning the use of the SSTPA will be considered the exclusive jurisdiction of the Courts within the catchment area of the Paris Court of Appeal.