



Terms and Conditions

"Shuttle Parking", "Valet Parking" and "Terminal Parking" at cruise ports

1. **Subject Matter.** Projekt 1218 GmbH, Handelsstraße 3, 18069 Rostock, operating under the name PARKEN & MEER, offers customers the opportunity to park their vehicles safely and at a reasonable price near the cruise terminals in Rostock-Warnemünde, Kiel, Hamburg, Bremerhaven, Travemünde, and Cuxhaven. Depending on local conditions, parking spaces may be available in halls, open-air areas, parking garages, or on parking decks.

These General Terms and Conditions also apply to reservations for the product "Valet Parking," with the particularity that the vehicle is handed over and returned either at or in the immediate vicinity of the cruise terminal premises. During the customer's cruise, the vehicle will be securely stored by PARKEN & MEER in the selected parking category, analogous to the Shuttle Parking option. The vehicle keys are stored safely and separately from the vehicle.

2. **Reservation and Information.** Parking spaces for passenger vehicles are generally used based on prior reservation. If a reservation is requested on the day of arrival at the location, PARKEN & MEER cannot guarantee that a parking space will be available. The offer is subject to availability and may only be maintained while capacity lasts. It is therefore recommended to make a prior reservation. Reservations can be made either by telephone or online at www.parken-und-meer.de using the reservation form provided there. The customer is not entitled to a reservation or to any specific type of reservation.

The data requested during the reservation process are used solely for the purpose of contract performance by Projekt 1218 GmbH. If the parking areas or parking garages where customer vehicles are parked are equipped with a barrier and license plate recognition system, the license plate number and travel period will be transmitted to the respective operator to ensure proper contractual procedures. Apart from this, data will not be shared with third parties. The customer receives, among other things, their reservation confirmation and invoice via the email address provided. The data protection provisions published on the website at <https://www.parken-und-meer.de/datenschutz> apply.

After completing the reservation, the customer receives an electronic reservation confirmation. This confirmation specifies the arrival time and address at which the vehicle must be delivered, as well as the further details of the booked service.

For hotel offers, the customer receives a link in the login area of their reservation. The respective hotel is solely responsible for accepting reservations, and its own cancellation conditions apply. PARKEN &

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MEER acts only as an intermediary in this context. Any claims must be directed to the hotel operator; any resulting claims against PARKEN & MEER are excluded.

3. The applicable **rates** are based on the current price lists available on the website www.parken-und-meer.de.

For persons with disability identification marks "G", "aG", "H", or with an obvious mobility impairment (e.g., wearing a cast), barrier-free travel is offered. The relevant identification must be presented upon arrival. If the required proof of identification or visible mobility impairment is not provided, either the surcharge for Valet Parking will apply, or—if Valet Parking is not available at the respective location—the customer must drive the vehicle to the Shuttle Parking area themselves.

- 3.1. A cancellation or rebooking can be made at any time but may be subject to fees. If made before the 14th day prior to arrival, cancellation or rebooking is free of charge and can be communicated by the customer either by telephone or in writing. After cancellation or rebooking, the customer receives a confirmation by email. Only upon receipt of this confirmation is the cancellation or rebooking process successfully completed.

Within 14 days before arrival (including the day of arrival), cancellations or rebookings are subject to a fee.

The following charges apply for cancellations:

- 35% of the parking fee, and
- an additional processing fee of EUR 15.

Rebooking: If rebooking is subject to a fee, the charge amounts to EUR 15.

When booking the Flex Option, cancellations (including on the day of arrival) and up to three rebookings are free of charge. The fee for the Flex Option is non-refundable.

- 3.2. Reserved parking spaces are held by PARKEN & MEER until the customer's day of arrival. In the event of a no-show, 100% of the parking fee will be charged. Likewise, there will be no refund of any parking fees paid in advance. If the trip is ended prematurely before the reserved parking period has expired, no refund—neither full nor partial—will be granted. 3.3. Bei einem Abbruch der Reise sowie bei einer früheren Abreise (Abreise vor dem vereinbarten Parkende) aus anderen Gründen ist für den zusätzlichen Aufwand eine Pauschale von 50 € zu zahlen.

- 3.4. The customer has the following payment options:

a) via the online payment methods offered on the website;

b) on site by EC card, credit card, or debit card. The option to pay in cash is expressly excluded;

c) for reservations made through a tour operator or partner, that operator's or partner's payment terms apply.

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4. **Shuttle-Service/Arrival/Departure.** Passengers of vehicles parked with PARKEN & MEER are transported free of charge by shuttle to the cruise terminal and likewise picked up free of charge upon their return.
- 4.1. The shuttle schedule generally follows the official check-in and check-out times: a) Arrival at the cruise terminal from 11:00 a.m. (check-in on the day of arrival) b) Departure from the cruise terminal between 8:00 a.m. and 11:00 a.m. (check-out on the day of departure)

Shuttle services outside of these check-in and check-out times are only available upon prior arrangement and are subject to an additional fee of EUR 50. Arrival before 11:00 a.m. and the associated earlier shuttle transfer must be arranged in advance. The customer has no entitlement to an earlier arrival time unless it has been expressly booked or agreed upon separately.

An earlier vehicle collection upon return from the cruise terminal must be requested at least 24 hours in advance. For later requests, PARKEN & MEER cannot guarantee that the vehicle will be available at the desired time.

For transfer cruises starting and ending at different ports, separate shuttle schedules apply. These will be communicated in the reservation confirmation. If different shuttle times are arranged due to changed conditions, customers will receive specific information accordingly.

In particular, in cases of short-term changes to cruise ship arrival or departure times (e.g., due to weather conditions, ship damage, etc.), the availability of a full shuttle service may be limited for organizational reasons and will always be aligned with the official check-in/check-out instructions of the respective cruise line.

- 4.2. The general traffic regulations apply on the company premises, including all entry and exit areas. The customer must comply with legal requirements, police orders, and instructions given by the operator's staff; this particularly includes compliance with traffic signs, traffic lights, and barrier systems.

The use of parking spaces for purposes other than parking authorized vehicles is prohibited. Transferring usage rights to third parties is not permitted. On the company premises, it is prohibited to park defective vehicles, store fuels or any flammable materials or waste, honk unnecessarily, cause avoidable noise disturbances, or perform any kind of work on the vehicle.

- 4.3. PARKEN & MEER takes over the customer's vehicle on its premises after the customer has been instructed regarding all further procedures. Depending on the local conditions, the vehicle will be driven to its final parking space by a PARKEN & MEER employee.

The customer must hand over the vehicle key to the PARKEN & MEER staff for safekeeping; it will be securely stored separately from the vehicles for the duration of the parking period. Storage of a customer vehicle without providing the key is only possible by prior arrangement.

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The customer may keep the vehicle key only if explicitly permitted by the operator's staff due to operational processes. Otherwise, the customer must sign a written waiver of liability; in such cases, a parking space cannot be guaranteed.

It should be noted that, as part of the parking process, the driver's seat, steering wheel, and mirrors may need to be adjusted for proper handling of the vehicle.

- 4.4. The return of the customer's vehicle generally takes place between 8:00 a.m. and 11:00 a.m. on the day of departure. For operational reasons, vehicles are prepared for return on the day prior to the customer's return. Due to infrastructural and operational circumstances, vehicles belonging to customers who have reserved an indoor parking space may be positioned on an uncovered area operated by PARKEN & MEER the day before return. As a result, the vehicle may be exposed to weather conditions and, for example, may be wet or frozen.

Vehicle handovers outside the regular time frame are only possible by prior arrangement and may be subject to additional charges (e.g., for late check-out). If the customer fails to collect their vehicle by 5:00 p.m. on the originally scheduled day of departure, PARKEN & MEER is entitled to remove the vehicle from the rented parking space at the customer's expense and relocate it to another parking area. The additional effort incurred will be charged separately at a rate of EUR 50.

Upon collection of the vehicle, the customer is responsible for thoroughly inspecting it for any damage and reporting such damage immediately. A written report will be prepared for any reported damage; however, this report does not constitute an acknowledgment of fault or liability. PARKEN & MEER expressly excludes any liability for damages that are not reported at the time of vehicle collection.

- 4.5. PARKEN & MEER may, at the expense and risk of the renter, have parked vehicles removed from the premises if:
- a) the contract has ended;
 - b) a parked vehicle poses a danger due to a leaking fuel tank, carburetor defect, or other faults;
 - c) the parked vehicle lacks a valid official registration, or the vehicle is deregistered by authorities during the contract period; or
 - d) the vehicle has been parked without authorization.
- 4.6. Luggage handling by PARKEN & MEER is expressly not part of the contract. If PARKEN & MEER employees assist customers with their luggage as a courtesy—provided their current workload allows it—this is a voluntary service, for which there is no obligation. Any warranty or liability of any kind toward the customer is therefore excluded. The loading and unloading of the customer's vehicle is always the sole responsibility of the customer.
5. The following **limitations of liability and exclusions** apply:

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- 5.1. PARKEN & MEER is liable under its property and personal liability insurance for damages caused by its own staff or agents, provided such damages result from gross negligence or intentional misconduct, unless they arise from the breach of a material contractual obligation (Kardinalpflicht) in a manner that endangers the purpose of the contract. This also applies to damages resulting from technical systems. Any insurance coverage beyond the scope of the property and personal liability insurance taken out by PARKEN & MEER is excluded. PARKEN & MEER assumes no liability for damages caused by other customers, parking space renters, or third parties. Liability for failure to commence a cruise, regardless of the reason, is likewise excluded. Any further liability, including for the contents or cargo of vehicles (e.g., mobile navigation devices, bicycles, roof rack items, etc.), is excluded.
- 5.2. PARKEN & MEER does not assume any duty of care or safekeeping. The parking of vehicles is at the renter's own risk. PARKEN & MEER accepts no liability for valuables that the customer leaves in the vehicle, whether knowingly or unknowingly. Liability for damages resulting from acts of courtesy (e.g., jump-starting, parking assistance) by employees or agents of PARKEN & MEER is excluded.
- 5.3. Any claims for damages by the renter must be reported to PARKEN & MEER immediately and before leaving the premises. Liability for damages that are not reported prior to departure is expressly excluded.
- 5.4. Vehicle owner liability remains with the vehicle owner. The owner must immediately report any damage caused by them before leaving the premises. PARKEN & MEER assumes no liability for accidents with property or personal damage caused by the customer or driver on the company premises.
- 5.5. Vehicle contamination caused by environmental factors such as rain, dust, bird droppings, honeydew, pollen, etc., does not constitute grounds for liability when operations are properly conducted. This applies particularly to vehicles parked in outdoor areas. In rare cases, vehicles parked in indoor areas may also be affected.
- 5.6. PARKEN & MEER is exempt from liability for damages resulting from emissions or immissions by third parties, as well as for damages caused by force majeure.
- 5.7. PARKEN & MEER is only liable for damages to tires (e.g., punctures caused by nails) if negligence on the part of PARKEN & MEER or its agents can be proven.
6. Place of Performance. The place of performance for all contractual obligations is Rostock.

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