

## Freight Village Regulations

### 1. Regulation contents

- 1.1 The Freight Village Regulations regulate the access and conduct (limited to the commercial traffic in the port) of all publically accessible traffic areas of the JadeWeserPort Freight Village ("**Freight Village Traffic Areas**"), and thus all of the roads, footpaths and cycle paths throughout the Freight Village premises. In addition the (unauthorised and forbidden) access to the development plots and conduct on these plots is also regulated in these regulations. Use of the Truck Service Centre (TSC) is regulated by the parking area regulations displayed at the entrance to the TSC.
- 1.2 The Freight Village Traffic Areas owned by Container Terminal Wilhelmshaven JadeWeserPort-Marketing GmbH & Co. KG ("**JWP-M**"), Wilhelmshaven, may only be used by such port industry traffic and resident traffic directly involved in the handling/processing of goods via the Freight Village or the JadeWeserPort Container Terminal, and/or in connection with the operation of the development plots in the Freight Village.
- 1.3 Upon driving onto the Freight Village site or walking onto the Freight Village site, the relevant driver, pedestrian or cyclist ("**traffic participant**") declares themselves in agreement with the validity of these Freight Village regulations. A free licensing agreement is closed by the coherent conduct/by implication between JWP-M and the traffic participant on the basis of this tacit agreement. Insofar as the driver of a motorised vehicle or a vehicle assembly driving onto the site (hereinafter referred to together as "**vehicle**"), is not the owner of the vehicle themselves, they herewith declare themselves as being in possession of the necessary right of representation from the owner of the vehicle as soon as they enter the Freight Village site.

### 2. General provisions, safety and order regulations

- 2.1 Entering on foot or driving onto the Freight Village Traffic Areas owned privately by JWP-M is only permitted by the traffic exclusively within the framework of the tightly regulated central purpose "residents/port industry traffic" pursuant to the displayed signs. The Freight Village Traffic Areas in this context are "genuine public" traffic areas.
- 2.2 Unauthorised visitors are forbidden to walk onto / drive onto the areas adjacent to the Freight Village Traffic Areas and thus the development plots. Walking onto / driving onto these areas is only permissible with the explicit prior authorisation of the company responsible for the development plot. From the point in time when JWP-M as the property owner, hands over a development plot to the ownership of a commercial company setting up business on site, these commercial companies on the site are also handed over the responsibility to authorise access to the development plot in question.

The development plots which have not yet been handed over to companies setting up business operations on the site are in the sole control of the property owner JWP-M. In these cases, JWP-M has the authority to issue authorisations to access the relevant development plots. Walking onto / driving onto these plots is forbidden

insofar as no prior written authorisation has been issued by the property owner JWP-M.

- 2.3 These Freight Village Regulations, the usual due diligence when taking part in traffic, and the traffic signs and instruction signs in particular installed on the site, must be observed on the Freight Village Traffic Areas. Instructions issued by the Freight Village operator or authorised third parties must be observed immediately.
- 2.4 Rail vehicles always have right of way at all those locations on the Freight Village site where there are railway crossings cutting across roads/footpaths and cycle paths. Caution is also required because special vehicles may also be involved in the traffic on the site. Traffic participants have to take special care and give way to port traffic.
- 2.5 Pedestrians and cyclists are obliged to use the footpaths and cycle paths especially dedicated for their use.
- 2.6 Vehicle owners/drivers entering the Freight Village site declare by coherent conduct/by implication that the vehicles of all kinds entering the site are in a legal roadworthy condition and capable of being driven in accordance with civil law regulations – insofar as police authorisation is required pursuant to civil law regulations.
- 2.7 It is absolutely forbidden to stop and park on the Freight Village Traffic Areas. Vehicles of all kind are only permitted to stop and park on the parking spaces dedicated for this purpose on the development plots, and only with the prior authorisation of the company responsible for the development plot. If a truck is required to wait for transport-relevant purposes, a truck parking place has been set up in the Truck Service Centre (TSC). JWP-M has the authority to remove at the expense and risk of the vehicle owner and driver any vehicles illegally parked or broken down on the Freight Village Traffic Areas, and to transport said vehicles to a holding location. Vehicle owners/drivers must reimburse JWP-M for all of the costs and expenses arising from the removal of the vehicle. If more than one person is responsible, they are liable as co-debtors. Because of the aforementioned liability, JWP-M has the right to withhold, and a (contractual) right of lien with respect to the retained vehicle, including accessories and the load. JWP-M has the authority to install wheel clamps or similar devices on the vehicle to assert its claims. If the vehicle owner/driver is in arrears with respect to settling the claims, JWP-M has the right to apply for the use of the lien after JWP-M has warned the vehicle owner/driver at least two weeks in advance in writing of its intention to use the lien. The vehicle owner/driver is obliged to permanently indemnify JWP-M from all claims from third parties when requested to do so the first time.
- 2.8 The following is also forbidden on the Freight Village Traffic Areas:
  - a) Parking containers or other loads
  - b) Refuelling vehicles and carrying out oil changes, repairs, maintenance or cleaning work on the vehicles (including washing, interior cleaning)
  - c) Parking and storing goods, in particular operating materials, as well as empty operating material containers, leaving behind waste, draining off cooling water, operating materials or oil, and causing contamination of any kind



- d) Testing and allowing engines to idle when vehicles are not moving; using generators in parked vehicles and similar devices
- e) Using open fires, barbecues or cooking in the open, setting up furniture etc. outdoors
- f) Loitering on the Freight Village Traffic Areas or driving on the Freight Village Traffic Areas with vehicles of all kinds (cars, motorbikes, trikes, quads, e-boards, Segways, e-bikes, etc.) when this is done for purposes other than those stipulated in Provision 1.2
- g) Inline skating, skateboards, kickboards and similar devices, and parking them; causing noise pollution of all kinds in the Freight Village (e.g. inappropriately loud music, television sound, etc.)
- h) Flying drones or model aircraft of any kind over any part of the Freight Village and using such devices generally
- i) Consuming alcohol or other intoxicants; entering the site by persons who are under the influence of alcohol or under the influence of intoxicants, and other unauthorised persons
- j) The impermissible bearing of arms pursuant to German law
- k) Bringing along animals

2.9 JWP-M reserves the right to issue written exemptions to these rules.

### **3. Imposing sanctions for violations of the Freight Village Regulations**

3.1 JWP-M shall sanction violations of the Freight Village Regulations at its discretion.

3.2 Violations of the provisions contained in the Freight Village Regulations can be sanctioned with a ban on entering the site.

3.3 JWP-M reserves the right to issue a contractual penalty of Euro 120.00 for every violation with respect to traffic participants who drive on or walk on the traffic areas in the Freight Village although they have no authority to do so pursuant to Provision 2.1.

3.4 If a traffic participant violates the absolute ban on parking and stopping pursuant to Provision 2.7, JWP-M has the right (possibly in addition to the contractual penalty pursuant to Provision 3.3) to issue the following contractual penalties

- a) a contractual penalty of Euro 20.00 when violating the ban on stopping
- b) a contractual penalty of Euro 50.00 when violating the ban on parking.

3.5 The contractual penalties are not forfeited if the traffic participant is not responsible for the violations.

3.6 The assertion of claims for damages exceeding these contractual penalties is reserved. However, any contractual penalties shall be set off against the claims for damages.

### **4. Behaviour in the event of traffic accidents / hazardous situations**

4.1 Every person is obliged to provide all possible and reasonable help in the event of traffic accidents and emergency situations.

4.2 Recognised traffic accidents and emergency situations must be immediately reported to the police and JWP-M (Port Office - **Tel. no.: 0 44 21 / 4 09 80 999**). Anyone

detecting a fire or being informed about a fire is obliged to immediately contact the fire brigade via the 112 emergency telephone number, and subsequently JWP-M (Port Office - **Tel. no.: 0 44 21 / 4 09 80 999**). Instructions issued by law enforcement agencies and safety officers must be observed immediately.

## **5. Liability of JWP-M**

- 5.1 Driving on/walking on the Freight Village Traffic Areas is tolerated/permitted in the described scope and is undertaken at one's own risk. JWP-M accepts no liability for the usable condition of the roads, footpaths and cycle paths. JWP-M maintains the right to carry out no or only limited maintenance of the roads and paths in winter on the Freight Village Traffic Areas, to provide no or only limited lighting, and to only repair damage to the road at its discretion. Traffic participants have to adapt their use of the traffic areas according to the actual conditions existing locally.
- 5.2 The following general points also apply: the liability of JWP-M, for whatever legal basis, is restricted to damage which may be attributable to wilful actions or gross negligence on the part of the official bodies and/or executives of JWP-M, or arising from the wilful or grossly negligent violation of essential contractual obligations by other employees and/or vicarious agents of JWP-M when acting in the scope of their employment. In the case of simple negligence, JWP-M is only liable for damage, for whatever legal basis, when its official organs, executives, other employees and/or vicarious agents acting in the scope of their employment have violated essential contractual obligations which jeopardise achieving the purpose of the contract. In such a case, the liability of JWP-M, its executives, other employees and/or vicarious agents is limited to typical contractual, foreseeable damage; in particular, liability is excluded for non-typical contractual and non-foreseeable excess risks. The aforementioned limits to liability do not apply in the case of personal injury. They are also not applicable insofar as JWP-M has maliciously failed to disclose a fault. Claims for compensation of indirect damages are excluded insofar as legally permissible. JWP-M accepts no liability for damage arising from other traffic participants or other third parties.

## **6. Liability of traffic participants / responsible persons**

- 6.1 Traffic participants are liable for all damage caused to JWP-M or third parties on the Freight Village Traffic Areas by the traffic participant him or herself or by his or her official organs, employees, other workers, vicarious agents, persons hired by the traffic participant and/or their attendants, The traffic participant is obliged to immediately report such damage unsolicited to JWP-M (Port Office - **Tel. no.: 0 44 21 / 4 09 80 999**) and in all cases, at the very latest before leaving the site of the Freight Village.
- 6.2 In the case of more than one responsible person, they are liable as co-debtors.

## **7. General provisions**

- 7.1 JWP-M reserves the right to update these Freight Village Regulations.
- 7.2 If any of the provisions in these Freight Village regulations and/or the associated license agreement prove to be invalid or unenforceable, or become invalid or unenforceable, or if an aspect of this contract which requires regulations has not been



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regulated due to an oversight, this shall not affect the validity of the remaining provisions. In the aforementioned cases, it is agreed that validity is accorded to what the contractual parties would have agreed, if they had been aware of the invalid or unenforceable provision, and for the purposes of closing the loophole, within the sense and spirit of this agreement and to the legally permissible and effective extent.

- 7.3 This agreement is subject to German law as applied to German citizens. In the case of deviations between the German version and the version in a different language, or in the event of disputes on the configuration of the regulations stipulated in this agreement, the German version alone is applicable.
- 7.4 The place of jurisdiction is Wilhelmshaven.

Container Terminal Wilhelmshaven JadeWeserPort-Marketing GmbH & Co. KG, dated 01.01.2019