

ANNEX IV: COMFLEET GENERAL LONG-TERM LEASING TERMS AND CONDITIONS APPLICABLE ONLY TO SYSTEM LOGISTICS PROJECTS

1. OBJECT OF THE CONTRACT/SCOPE

The Lease Agreement consists, in order of priority, of:

- The Supplier's proposal;
- These General Terms and Conditions (**Annex IV**);
- **Annex I** "List of Equipment";
- **Annex II** "Description of the ACTIV Range";
- **Annex III** "SEPA direct debit mandate";
- **Annex V** "JUNGHEINRICH France Long-term leasing service contract" and its annexes (a, b and c);

In the event of any contradiction between two documents, the provisions of the higher ranked document will prevail. In the event of any contradiction between documents of the same rank, the latter shall prevail. The Parties expressly agree that if any Particular Conditions are signed between the Parties, these shall prevail over the documents listed above.

1.1 JUNGHEINRICH FINANCIAL SERVICES (hereinafter referred to as "JFS") undertakes in accordance with the General Terms and Conditions set out below to lease to the Lessee for a long term, the Equipment listed in the Annex "List of Equipment". The maintenance conditions subscribed to by the Client are detailed in Annex I and/or II and/or V.

1.2 The Annex "List of Equipment" will be updated by JFS on the occasion of any event linked to this Agreement (hereinafter the "Agreement" or the "Agreements"), in particular at the end of each lease or the start of each new lease, and signed by both parties.

1.3 The Agreement is concluded between the Lessee and JFS. The role of JUNGHEINRICH FRANCE (hereinafter "JHF"), with regard to the conclusion of the Agreement, is merely that of an intermediary. However, JHF shall remain the Lessee's sole interlocutor for the performance of the Agreement, in particular for the delivery and setting up of the Equipment, for the warranty service, as well as, more generally, for all matters relating to maintenance interventions and Periodic General Inspections (hereinafter "PGIs"). All these operations shall be carried out exclusively by JHF. In this respect it will be acting on behalf of JFS. The different maintenance services proposed by JFS and performed by JHF are detailed in Annexes I and II and/or V of the present rental agreement.

1.4 The Lessee shall send, at the first request of JFS, the accounting or financial information concerning it, and it warrants that the information provided will be complete and accurate.

1.5 The Agreement results from the analysis of the conditions of use of the leased Equipment carried out by JFS with the Lessee. JFS must be informed immediately of any modifications to said conditions and it is liable to alter the amount of the Lessee's lease payment in view of the modification of the utilisation and wear factors of the Equipment.

2. TERM

2.1 The lease of each JUNGHEINRICH Equipment, is irrevocably concluded for the fixed term period defined in the Annex "List of Equipment". Except in the event of a refused delivery or commissioning of which JFS is duly notified by the Lessee under the conditions set out in Article 3.3 below, the lease shall take effect on the date of its commissioning (corresponding to the date of Provisional Acceptance, Provisional Acceptance being defined in Article 3.3 below), which procedure will be conducted by JHF within the timeframe indicated in the Agreement and, failing that, within three days of delivery.

2.2 The lease period of each item of Equipment agreed in the Annex "List of Equipment" shall be in full calendar months, with the number of days between the date of commissioning of the Equipment and the end of the current calendar month being added to the said period and giving rise to a pre-installment calculated on a *pro rata temporis* basis.

2.3 The lease period may only be extended by an amendment signed by both parties, and this will give rise to the updating of the Annex "List of Equipment".

2.4 On expiry of the lease, in the absence of a new agreement, if the Lessee does not return the equipment, the lease shall be deemed to continue for an indefinite term.

The indefinite term lease may then be terminated by either Party by giving thirty (30) days' notice by sending the other Party a registered letter with acknowledgment of receipt.

3. DELIVERY, INSTALLATION AND ACCEPTANCE OF THE EQUIPMENT

3.1 Delivery deadlines

The delivery deadlines stipulated in the Annex "List of Equipment" are provided for guidance only. Delivery and performance deadlines will be defined by the Parties in a schedule that sets out the performance phases of the agreement (Delivery, Provisional Acceptance, Lifting of Reservations, Final Acceptance, etc.).

These deadlines are counted from the date of signing the Agreement as long as the Lessee has provided all the necessary documents and authorisations

and all the technical issues have been resolved. As long as these conditions have not been fulfilled, the delivery deadline shall be extended by an equivalent period.

In the event of any delay in Provisional Acceptance past the date agreed by the Parties attributable to JFS, the Lessee will have grounds for claiming compensation for the damage it has incurred, which is fixed for each working day's delay as of the 16th day at a flat amount of 1/30th of the net monthly lease payment for the Equipment not delivered, up to a maximum of two monthly instalments, and/or for sending JFS a notice to perform, namely to deliver the Equipment concerned within a reasonable period of time and expressly stating that, if the delivery is not made within this time, that it will cancel the Agreement. Except for what is specified in this article and in Article 8 below, any claim by the Lessee based on late delivery, including any claim for damages, is excluded. A penalty may only be applied if the delay is the exclusive fault of the Supplier. It may only be applied if the Customer has notified the Supplier of the penalty in writing within thirty (30) days of the effective Provisional Acceptance.

In the event of a delay attributable to the Customer, the Supplier shall formally notify it of such delay and will be entitled to request a change of schedule. Furthermore, it will inform it of any financial consequences that the delay could generate.

3.2 Delivery, transfer of risks and acceptance

The transfer of risks concerning the Equipment shall take place on its provisional acceptance. The Equipment is delivered by JHF Franco de Port France Métropolitaine. If it appears that the Equipment has been damaged in transit, the Lessee undertakes to notify the carrier within the timeframe and under the conditions provided for by the law (in particular within the three-day period provided for by Article L 133-3 of the French Commercial Code).

Unless agreed by JFS, the Lessee may only refuse delivery if the Equipment delivered is not the equipment ordered or if it appears to be damaged. In these cases, the Lessee must immediately draw up a delivery refusal notice, stating the reasons for refusal and forward it to JFS, at whose disposal the Equipment will then be held.

3.3 Acceptance

The Equipment delivered shall be installed and commissioned by JHF or its duly authorised representative (hereinafter "Provisional Acceptance"). The Parties shall proceed to a joint Provisional Acceptance inspection. The Lessee undertakes, as soon as this Provisional Acceptance procedure is completed, to sign a commissioning report (also referred to as the "Provisional Acceptance Report") which JHF or its duly authorised representative shall submit to it.

In the event of non-conformity of the installed Equipment, the Lessee shall enter its reasoned reservations, on the said Provisional Acceptance Report. The Report shall be signed and sent by the Lessee to JHF who shall have a maximum of five (5) calendar days to express any objections to the reservations, if any, and to countersign it for acceptance.

Unless agreed otherwise by the Parties, the JHF shall carry out the work necessary to remove any reservations, if any, mentioned in the Provisional Acceptance Report within two (2) months from the date of the contradictory Provisional Acceptance inspection.

On completion of the work necessary to remove the said reservations, the Parties shall carry out a joint Final Acceptance inspection at the end of which a Final Acceptance Report shall be drawn up and signed by both Parties.

In the absence of written and substantial objections to the terms of the Provisional Acceptance Report within ten (10) calendar days of being issued:

- The Equipment under the Contract installed shall be deemed to comply irrefutably with the contractual specifications and shall be considered finally accepted.

- The Supplier shall be released from all its contractual obligations (other than those relating to the legal and material warranty) in respect of the installation of the Equipment.

The signing of the Provisional Acceptance report implies for the Lessee unreserved acceptance that the lease period has begun and that the lease payments are due.

In no way, failing which it may incur liability, shall the Lessee use the Equipment before the Provisional Acceptance Report has been signed.

4. USE OF EQUIPMENT

4.1 The Lessee undertakes to use, or to have its duly qualified employees use the Equipment in a reasonable and careful manner, following the recommendations for use given by JHF and/or the supplier, as well as any current regulations applicable in particular to the possession, custody, transport and use of the Equipment.

The Lessee shall ensure that a user's manual and the maintenance instructions for the Equipment are provided to it by JHF and/or the supplier, and it undertakes to comply with these documents, which it will return at the end of the lease period. It is the responsibility of the Lessee to obtain from the relevant organisations, where necessary, any authorisations relating to the use of the Equipment and to carry out the PGIs under the conditions set out in Article 1.3 above at its own expense. It will ensure that the drivers of the Equipment meet the ordinary conditions of experience, prudence and temperance and that they meet the professional, legal and regulatory requirements for driving the Equipment. The training of said drivers shall be kept up to date at the exclusive expense of the Lessee.



4.2 Removal of equipment

Any removal of the Equipment from the agreed place of use is subject to the prior written authorisation of JFS. The dismantling, transfer, new installation and the comprehensive insurance of the Equipment during any such removal operation shall be at the expense and risk of the Lessee, which will follow JFS's instructions for these operations. Any removal of the Equipment as mentioned above shall result in an update of the "List of Equipment".

4.3 Additions and Modifications

For the purposes of this article, additions shall mean any element added to the Equipment, which cannot be removed without affecting its operation; modifications shall mean any transformation affecting the Equipment, in particular by any incorporation or substitution into the Equipment. The Lessee shall not, except with the written permission of JFS or JHF, modify, install and/or replace or make any additions to the Equipment, other than standard modifications made by JHF or by any person mandated by the latter.

These modifications or additions are understood to be made exclusively using Jungheinrich original parts. Failing that, no performance warranty can be granted, without prejudice to any damages that may be claimed in this respect by JFS.

Modifications and additions made to the Equipment shall immediately become the property of JFS without compensation unless agreed otherwise by the Parties prior to such modifications and additions.

When the Equipment is returned to JFS, regardless of the reason, JFS may decide that the Equipment must be returned in its original state, in which case the necessary work will be performed by JHF at the Lessee's expense.

4.4 Obligations of the Lessee

The Lessee, given that it has the powers of use, control and direction over the equipment, shall be deemed to have care and custody thereof and may therefore be held liable on the basis of Article 1242 of the French Civil Code.

The Lessee will be responsible, at its own expense, for:

- keeping the Equipment in a good state of cleanliness, in particular dust removal and cleaning of the Equipment;
- weekly checking of the tyre pressures and the condition of the tyres, repair of any punctures;
- elimination of any foreign bodies picked up when driving, in particular in the wheels, bearings and solid tyres;
- supply of fuel and electricity;
- daily checks of the general condition and fluid levels.

The GPI of the Equipment, pursuant to the Order of 1 March 2004 on the checking of lifting equipment and accessories, will be carried out at the Lessee's expense by JHF or by an organisation approved to this effect. The results of the inspections and examinations for each item of Equipment must be recorded by the Lessee in a special register. This register shall be kept at the disposal of JHF.

The Lessee will bear, without compensation or reduction in the lease payment, the immobilisation of the Equipment for the time it takes to put it back into service except in the eventuality that its immobilisation is the result of a design fault in the Equipment or a defective service provided by JHF.

In any case, the Lessee:

- will make the Equipment available to JHF for inspection, servicing or repairs;
- will allow free access to the personnel designated to service it;
- will provide the JHF technician, during their visits, with a room compliant with current health and safety regulations to carry out the servicing and repairs;
- will provide the technician with the means to perform the services, such as electricity, water, etc.

If the number of items of Equipment to be serviced on the Lessee's premises justifies it, the Lessee shall store, guard and conserve the necessary spare parts and routine consumables.

If the Equipment leased is electric, the Lessee shall undertake, at its own expense, to comply with the particular instructions of the battery manufacturer, to maintain the level of electrolyte by topping it up with demineralised water and to supply said water, to monitor day-to-day charging and to keep the batteries clean and non-sulfated.

The Lessee undertakes to inform JHF without delay and in writing if the hour counter breaks down. If this occurs, the operating hours must be recorded manually by the Lessee and the records made available for consultation by JHF until the counter is replaced or repaired.

5. JUNGHEINRICH ACTIV MAINTENANCE CONTRACT

If a maintenance contract from the ACTIV Range has been taken out, the service will be provided on JFS's behalf directly and exclusively by JHF, under the conditions described in the Annexes "List of Equipment" and those specified in this article.

5.1 Obligations of JFS

Interventions under the ACTIV maintenance contract normally take place during working hours, i.e. between 8 am and 5 pm Monday to Friday, unless specifically agreed otherwise. For all work requested by the Lessee outside of these hours, JHF will issue a separate invoice for the labour, call-out and any other expenses incurred.

5.2 Limits on the obligations of JFS

Unless explicitly agreed otherwise, the following items are excluded from the ACTIV range maintenance service: batteries and chargers (where the Equipment leased is electric), forks, solid and air-filled tyres. ACTIV range maintenance also does not extend to malfunctions of the Equipment caused by any modification made to it by persons not mandated by JFS, or to faults or damage caused by the poor condition of the premises and/or not due to the normal use and wear of the Equipment. Nor does it extend to repairs or the modification of the Equipment, its removal or replacement requested by the Lessee or rendered necessary by a change in the regulations, or by any use of the Equipment not compliant with the conditions of use defined in the Annexes "List of Equipment" and "Description of the ACTIV Range". JHF reserves the right to modify the scope and intervals of its obligations arising out of this Agreement, in the event of a change in the conditions of use of the Equipment. The Lessee agrees, as of now, that any repair or compensation owed to it in respect of a badly performed, belated or otherwise unsatisfactory ACTIV range maintenance operation will take the form of a credit note.

5.3 Optional services

By way of an option and in agreement with the Lessee, JHF will provide the optional services mentioned in the Annexes "List of Equipment" and "Service Contract". If this is not specifically mentioned, the optional service(s) are excluded. Any new modifications and/or the addition of accessories, not provided for in the ACTIV Range contract selected, will be the subject of a separate proposal and invoice. Small repairs not covered by the ACTIV Range contract selected will be carried out immediately after the Lessee gives its agreement and shall be invoiced separately. For larger repairs not covered by the ACTIV Range contract selected, a quotation will be provided to the Lessee.

6. RECONDITIONING

After a period of use of seven thousand five hundred (7,500) hours on the counter, JHF will directly make the Lessee a proposal for the reconditioning of the Equipment. This repair, which is not part of the ACTIV Range service, that may have been agreed, will be the subject of a detailed quotation issued by JHF to the Lessee. If this quotation is not accepted, the repairs necessary to recondition the Equipment will be carried out in accordance with the provisions of Article 1165 of the French Civil Code. Where appropriate, the ACTIV maintenance service may also be stopped unilaterally by JFS and replaced by preventive maintenance.

7. ACCIDENTS

7.1 Definitions

The Equipment shall be deemed to have suffered a partial loss when, on the day of the accident, the cost of the repair needed is less than the sum of the lease payments still outstanding on the date of the accident plus the actual cash value of the Equipment on the normal expiry date of the lease. All other accidents are considered as accidents with total loss.

7.2 Reporting accidents

The Lessee shall inform JHF of any accident incurred or caused by the Equipment within two days. The Lessee will be held liable for any consequence that would result for JFS from the delay in forwarding this information. It undertakes to strictly follow the instructions given by JHF, which will ensure that the operations relating to the accident take place smoothly.

7.3 Accident with partial loss

In the event of a partial loss of the Equipment, the Lessee shall continue to pay the rental fee on a regular basis and shall continue to bear the cost of repairing the Equipment in good working order by JHF.

7.4 Accident with total loss

In the event of total loss of the Equipment, the Rental shall be terminated automatically on the day of the occurrence of the accident, and the Lessee shall pay JFS, on presentation of an invoice, compensation equal to the sum of the lease payments still outstanding on the date on termination plus the actual cash value of the Equipment on the normal expiry date of the lease. The Lessee shall proceed to the restitution of the damaged Equipment except if JFS expressly waives this requirement. The Annex "List of Equipment" will then be updated.

8. LIABILITY OF JFS

If JFS or JHF is held liable under the Agreement, including for repairs and/or the reconditioning of the Equipment, the provisions of this article alone will apply, to the exclusion of any other claims by the Lessee.

JFS guarantees only damage affecting the subject matter of the Agreement itself and any direct damage caused by the Equipment. JFS does not guarantee any other form of damage (in particular loss of earnings, loss of use, loss of production, reimbursement of unnecessary expenses and all other consequential loss), except in the following cases:

- gross misconduct or gross negligence;
- bodily injury or death;
- claims based on product liability.

However, compensation for material damage may not exceed five hundred thousand euros (€500,000) per claim and may not exceed one million euros (€1,000,000) per year regardless of the number of claims.



9 INSURANCE/LESSEE'S LIABILITIES

9.1 Insurance and Civil Liability of the Lessee

9.1.1 As from the Provisional Acceptance of the Equipment and for as long as it remains in its care and custody, the Lessee, in its capacity as custodian of the Equipment, shall bear sole liability and hold JFS harmless against all claims for all direct and indirect damage caused by the Equipment to persons or property, even where such damage result from an act of God or force majeure or a traffic accident. Accordingly, the Lessee undertakes to take out, at the latest on the day of the Provisional Acceptance, and maintain for the entire lease period an insurance policy covering its civil liability and its directors and officers' liability and liability as the custodian and user of the Equipment as well as the civil liability of JFS as the owner of the Equipment with a reputable insurance company. The Lessee undertakes to provide JFS, when said policy is signed and at the latest eight (8) clear days before the provisional date set for the Provisional Acceptance, with a certificate signed by the insurer.

9.1.2 The policy taken out by the Lessee shall stipulate that JFS benefits from the status of additional insured and shall include the commitment of the insurers of :

- waive all claims against JFS;
- waive the right to oppose to JFS the cause of forfeiture or proportional reduction of compensation;
- notify JFS, with one month's notice, of any cancellation, termination, suspension or reduction of the cover;
- inform JFS of any delay in the payment of premiums.

9.2 Liability and insurance of the Equipment

9.2.1 As of the Provisional Acceptance of the Equipment and throughout the duration of the lease and subsequently for as long as the Equipment remains in its custody, the Lessee, in its capacity as custodian of the Equipment shall bear sole liability for the risks of damage, loss, theft, partial or total destruction of the Equipment, whatever the cause of the damage, even if it is due to an act of God or force majeure.

9.2.2 The Lessee may take out, at its own expense, with the insurance company designated by JFS or any reputable insurance company on its own behalf, an insurance policy covering the following risks: FIRE; EXPLOSION; LIGHTNING; THEFT; WATER DAMAGE; LEGAL EXPENSES; MACHINE BREAKAGE.

9.3 The consequences of any excess, insufficiency or lack of insurance and guarantee, lack of indemnity, regardless of the reason, shall be borne exclusively by the Lessee.

10. OWNERSHIP OF THE EQUIPMENT

The Equipment is the exclusive property of JFS for the duration of the lease. The Lessee undertakes to respect and ensure by all means and on all occasions that this right is respected.

Accordingly, the Lessee:

- shall not assign or pledge the Equipment directly or indirectly;
- shall not lend or sublet it;
- undertakes not to carry out or allow any third parties to carry out work on the Equipment, for any reason whatsoever, without the express, prior, written permission of JFS or JHF,
- undertakes to oppose any attempt to seize the Equipment and to inform JFS immediately, and more generally, to inform JFS of any material or legal infringement of its rights and, if a seizure has taken place, to take the necessary measures, at its own expense, to obtain the release;
- undertakes to ensure, at its own expense, that the Equipment does not become or remain the subject of any form of security, in particular a possessory or other lien, and that it cannot be considered at any time as an element incorporated in an item of movable or immovable property or as a fixture;
- undertakes, if it pledges or assigns its business, to inform the beneficiary of the pledge or assignment in writing that the Equipment is not its property;
- hereby authorises JFS to send a notification to the owner of the premises where the Equipment is to be installed, or the mortgage lender, unless said owner or mortgage lender provides a certificate acknowledging JFS's ownership right.

11. LEASE PAYMENTS AND FEES

11.1 Lease payments

The lease payments are quoted in euros, exclusive of taxes and are payable as indicated in the Annex "List of Equipment", plus VAT at the currently applicable rate. The lease payments stipulated in the Annex "List of Equipment" having been calculated on the basis of information provided by the Lessee, any change in one or more elements determining the fixing of the lease payment may lead to an adjustment of the lease payment. If the maximum annual use of the Equipment stipulated in the Annex "List of Equipment" is exceeded over a period of one year, each extra hour will give rise to a 1% increase in the monthly lease payment. The adjustment will take place in principle every twelve months and in any case at the end of the lease period for each item of Equipment. The Lessee's obligation to pay the lease instalments, fees and incidental amounts is absolute and unconditional and may not be affected by any circumstances whatsoever.

If the Equipment is commissioned on a date other than the first of the month, a supplementary pre-instalment will be due on top of the first lease payment. The period taken into account for the calculation of this pre-instalment is that between the date of commissioning the Equipment and the first of the following month.

11.2 Jungheinrich ACTIV Maintenance Contract fee

The ACTIV Range maintenance fee will be billed, in principle by JFS, and calculated taking into account a fixed annual number of hours' use per lease year and the conditions of use set out in Annex I "List of Equipment" and/or "Service Contract" if the service is billed by JHF. For any period of less than one month, the ACTIV fee is determined on a *pro rata temporis* basis (fee ÷ 30 x number of days). By way of an exception, JHF may bill said fee according to the same rules as set out above.

Any significant change in the conditions of use will give rise to the updating of the Annexes "List of Equipment" and/or "Service Contract", as appropriate; If the annual number of hours stipulated in the "List of Equipment" and/or "Service Contract" were to be exceeded, the extra hours would be billed to the Lessee at the end of the lease year, on a *pro rata temporis* basis. In the case of a period of less than one year, a complementary fee, the amount of which shall be equal to the number of extra hours multiplied by the rate for excess hours stipulated in the Annex "List of Equipment" and/or "Service Contract", shall be invoiced to the Lessee. Under-use shall not give rise to any form of credit. For all extra services not included in the Contract, JHF's public After Sales rates will apply.

11.3 Indexing of the ACTIV Range fee

The ex-tax fees stipulated in the Annexes "List of Equipment" and "Service Contract" are revisable on 1 January of each year by application of the formula below:

$$Px = Pxo (0.5 S/So + 0.4 P/Po + 0.1 EBIQ/EBIQo + Vieil),$$

where:

Px is the revised fee

Pxo is the previous fee

S is the last labour index known on the revision date

So is the labour index for the previous year

P is the last parts and components index known on the revision date

Po is the parts and components index for the previous year

EBIQ is the last Energy, intermediate goods and capital goods index known on the revision date

EBIQo is the last Energy, intermediate goods and capital goods index for the previous year

Vieil is ageing index, fixed at 4% a year

For reference:

S = INSEE ICHT rev-TS index identifier 001565183

P = EVOLIS P parts and components index

EBIQ = INSEE EBIQ index, identifier 010534841

11.4 Tax regime

The lease payments and fees have been established on the basis of the tax regime applicable on the date of signing the Agreement. If this tax regime or the current rates of tax applicable change during the term of the Agreement, JFS would be free to adjust the lease payments and fees to take account of such changes.

11.5 Litigation

In the event of any dispute relating to the adjustment of the lease payments (11.1), the ACTIV Range fee (11.2), the indexing of the ACTIV Range fee (11.3) or the impacts on the lease payment and the fee of any tax changes (11.4), the parties will leave it to an expert appointed, at the request of the most diligent of them, by the President of the Commercial Court of Paris.

11.6 Terms of payment

Unless otherwise agreed, all lease payments and fees, plus VAT, are payable in advance, with no discount, by SEPA direct debit into the bank account designated by JFS or JHF. The Lessee undertakes, to this effect, to sign the SEPA direct debit mandate at the time of signing the Agreement and to maintain it for the entire term of the Agreement, unless it provides JFS at least one month in advance with the details of a new account to be debited.

11.7 Late payment interest

Any sum owed by the Lessee that is unpaid on the due date shall bear interest at the rate equal to the interest rate applied by the Central European Bank to its most recent refinancing operation plus 10 percentage points, as provided for by Article L 441-10 of the French Commercial Code. Late payment penalties are due without any need for the sending of a reminder and without prejudice to the provisions of Article 12 below, if JFS wishes to avail itself of them.

The Lessee shall, in addition, pay for each unpaid invoice the fixed recovery fee provided for by Article L 441-10 of the French Commercial Code.

12. DEFAULT OF ONE PARTY: TERMINATION

12.1 Termination attributable to JFS

In the event of the serious and repeated failure of JFS to fulfil its essential obligations under the Agreement, the Lessee may send it a formal notice to perform within thirty (30) days of receiving the registered letter sent with acknowledgment of receipt. If JFS fails to remedy the situation within this deadline, the Lessee may, for the Equipment concerned by the failing, terminate the Agreement as of right by sending a second registered letter with acknowledgment of receipt.



12.2 Termination for non-payment by the Lessee

In the event of the non-payment on the due date of a single lease payment or fee, the Agreement, as well as all other Contracts concluded between the parties may be terminated as of right by JFS in accordance with the provisions of Article 12.4, after a registered letter with acknowledgment of receipt sent to the Lessee and left without effect for 15 days. Offers to pay or to perform obligations made after termination or payment or performance after the time allowed shall not prevent JFS from declaring or maintaining the termination.

12.3 Other causes of termination attributable to the Lessee

The Agreement may, furthermore, be terminated as of right by JFS, without prior formal notice, for all or part of the Equipment leased, notwithstanding performance by the Lessee of any other contractual obligation:

- in the event of any behaviour on the part of the Lessee liable to compromise JFS's ownership rights in the Equipment;
- in the event of the pledging, voluntary or compulsory assignment of the Lessee's business or goodwill, change of management or shareholders;
- in the event of the transfer by inheritance of the Lessee's assets or if the Lessee has ceased trading for more than two (2) months; closure of a site or relocation.
- if any other agreement concluded with JFS has been terminated due to fault on the part of the Lessee.

12.4 Payments due in in the event of termination attributable to the Lessee

In the event of termination for reasons attributable to the Lessee, the Lessee shall pay JFS immediately, and without there being any need for a formal demand, for the leases not continuing until the expiry date stipulated in the Annex "List of Equipment":

- the lease payments and fees due and as yet unpaid, as well as the late payment interest stipulated in the contract and the incidental amounts;
- the sum of the lease payments and fees due until the normal expiry date as indicated in the Annex "List of Equipment".

Any amount due under this Article shall be increased, where applicable, by any applicable taxes and any costs and fees incurred to ensure its recovery and, if it remains unpaid despite formal notice, shall bear interest from the date of the formal notice and until its payment at a rate equal to the ECB rate plus ten (10) points, without however being less than three (3) times the legal interest rate in force..

12.5 Safeguarding measures

Should the Lessee fail to fulfil any one of its obligations, JFS may take, at any time and at the Lessee's expense, any safeguarding measures that appear necessary to compensate for the Lessee's negligence, without prejudice to the provisions relating to the return of the Equipment.

13. FORCE MAJEURE

13.1 Neither of the parties may be held liable for the late performance or failure to perform any of the obligations for which it is responsible if such delay or failure is the direct or indirect effect of a case of force majeure rendering performance impossible or more onerous, such as but not limited to: occurrence of a natural disaster, earthquake, storm, fire, flood, conflict, epidemic, war, attacks and acts of terrorism, lock-out, total or partial strike at JHF or any of its suppliers, subcontractors, service providers, carriers, public services, etc.; injunctions issued by public authorities (import bans, embargoes); operational accidents, machine breakages, explosion, etc.; shortage of raw materials.

13.2 Each party shall inform the other party, without delay, of the occurrence of any case of force majeure of which it becomes aware and which it believes to be of a nature to affect the performance of the contract.

The parties shall confer at the earliest opportunity and examine, in good faith, the consequences of the force majeure event and decide together what measures to take.

13.3 If the force majeure circumstances continue for more than three months, each of the parties will be entitled to terminate the Agreement in writing with no compensation being due on either side.

14. RETURN OF EQUIPMENT

14.1 At the end of the lease, whatever the reason, including if it is terminated early, the Lessee shall return the Equipment to JFS under the conditions specified below. The costs of returning the Equipment, transport, insurance and reconditioning will be borne by the Lessee.

14.2 Conditions of return

The Equipment shall be:

- returned at the place and date indicated by JFS, in good repair and working order and in the presence of a duly authorised representative of the Lessee;
 - with all the parts and components it comprises;
 - accompanied by all the user manuals provided to the Lessee throughout the duration of the lease and the certificate of conformity relating to the Equipment.
- If a repair is necessary, it will be carried out by JHF at the Lessee's expense and subject to the same conditions as those set out in Article 6 above.

14.3 Late return

If the Lessee were to refuse to return the Equipment, a simple court order given in urgent proceedings would be sufficient to force it to do so. Any late return shall give rise to the payment of a daily usage fee equal, per day's delay, to five per cent (5%) exclusive of tax of the last monthly lease payment exclusive of tax before termination, without prejudice to any damages that may be claimed. Any expenses that JFS may incur in connection with the return of the Equipment (including those incurred in the defaulting Lessee's place) are payable by the Lessee.

15. TRANSFER BY JFS

JFS reserves the right, under the conditions provided for by Articles 1336 and seq of the French Civil Code, to transfer, with the possibility of subtransfer, the Lessee (the "Transferred Debtor") to another establishment of its choice ("the Transferee"). The Lessee hereby unreservedly accepts this debt transfer and considers, as the Transferred Debtor, that said transfer is entirely valid in respect of it. Accordingly, it shall pay to the Transferee all sums owed by it to JFS (Transferor) at the agreed due dates of the Lease Agreement.

16. MISCELLANEOUS PROVISIONS

16.1 Election of domicile

For the performance of this Contract, the parties elect domicile at the registered office of their company or at the address given in the Contract. The other party must be informed of any change of address. All notifications or service of notice to be delivered, made or given under this Agreement shall be in writing and shall be deemed to have been made on the date it is sent to the other party's elected domicile by registered letter with return receipt requested.

16.2 Tolerance

The fact that JFS does not avail itself at a given time of any of these conditions or those contained in the annexes to the Agreement or the rights resulting therefrom for JFS shall not be interpreted as a waiver of its right to avail itself of them subsequently.

16.3 Working days

Any deadline set in this Agreement that does not expire on a working day shall be deemed to expire on the first working day thereafter.

16.4 Severability

If any one of the provisions hereof should be null and void or without effect due in particular because of legal or regulatory provisions, this agreement will continue to be effective between the parties, which will replace the provision concerned by another condition that achieves, as far as possible, the same economic result.

16.5 Hardship

To the greatest extent permitted by French law, each Party expressly waives its right to rely on the provisions of Article 1195 of the French Civil Code.

16.6 Confidentiality

The Parties undertake to keep strictly confidential all confidential documents and information, in particular financial, commercial and/or technical information, that may have been transmitted within the framework of this agreement, during the term of the Agreement and for two (2) years after its expiry, whatever the reason therefore.

The Parties shall take, vis-à-vis their staff, the measures necessary to ensure their compliance with this obligation of confidentiality.

16.7 Entire agreement clause

The agreement between JFS and the Lessee is exclusively constituted by the present and its annexes. These documents express the full and entire agreement between the Parties. Their provisions cancel and replace any provisions contained in any document relating to the same subject matter as the Agreement which could have been established prior to coming into force of this Agreement. Any changes to the agreement between the parties shall require an amendment and/or the updating of the annexes, signed by both parties.

16.8 Health and safety

Pursuant to the particular requirements of the French Labour Code applicable to work carried out in an establishment of the user company's premises by an outside contractor, the Lessee shall ensure the coordination of preventive measures at the location of the intervention. These measures shall be defined following the joint inspection of the workplaces and the risk analysis. They may be the subject of a written prevention plan in accordance with the current legal provisions. This plan will be provided for the entire duration of the agreement. Jungheinrich France will take care of the disposal of hazardous industrial waste (HIW). This service is billed on the basis of a percentage of the costs of Spare Parts.

16.9 Registration

JFS reserves the right to register this Agreement and its annexes, at its own expense, in the specific register kept at the Registry of the Commercial Court within whose jurisdiction the Lessee is registered with the Trade and Companies Register. The Lessee undertakes to provide JFS immediately, at its request, with any information that may be necessary for the registration of this Agreement. It further undertakes to notify JFS immediately of any change in the identification of its company (company name, registration with the Trade and Companies Register, registered office, place of exercising its business or main operational premises, etc.) or in the place of use of the Equipment.



16.10 Personal data

16-10-1 Jungheinrich declares that the personal information provided by the Customer when placing an order undergoes computerised processing in a data file intended to manage clients and process orders. JUNGHEINRICH guarantees that it will not divulge any personal information or data concerning the client and agrees to process the personal data pursuant to the provisions of regulation 2016/679 from the European Parliament concerning the protection of natural persons with regard to the processing of personal data and the free circulation of this data of 27 April 2016, which took effect on 25 May 2018 hereinafter referred to as the "GDPR", which repeals Directive 95/46/EC hereinafter referred to as the "Personal Data Protection Law". Jungheinrich also hereby declares that it complies with the provisions of law number 2018-493 of 20 June 2018 concerning the protection of personal data.

16-10-2 Jungheinrich expressly informs the Customer that it collects, processes and uses personal data to the extent that it is required for the performance hereof. The Customer consents to their data being recorded, transmitted, erased and blocked by Jungheinrich to the extent that it is required for the performance hereof. These data allow Jungheinrich to provide the Customer with the necessary assistance and remain under the sole and entire responsibility of the latter.

16-10-3 When placing its order, the Customer agrees that the vendor may use the contract data (company, surname, first name, street name, street number, postcode, location) to transmit data to third parties, bound by a strict obligation of confidentiality, in particular during solvency checks.

16-10-4 The Lessee expressly agrees to their data being used for direct marketing purposes, exclusively by electronic means, by JFS and its affiliates and for products similar or related to those concerned by this Agreement.

16-10-5 In accordance with the legal obligations in this regard, the Customer has the right to:

- free information on the data recorded;
- the possibility of making corrections, blocking and/or erasure of said data at any time;
- oppose or withdraw their consent to the use of the data for advertising purposes.

By sending a simple written request to JHF at DPO.France@jungheinrich.fr stating the name of the company, the name, full address and where applicable the customer number, at no cost to the latter.

16.11 Public health crisis

Neither of the parties shall be held liable for any delay in performing or failure to perform any one of its obligations if such delay or failure is the direct consequence of a global epidemic as defined by the WHO (World Health Organisation) or its resurgence, these occurrences being considered as constituting legitimate causes of delay and exonerating the parties from liability.

Each Party may rely on such an occurrence to justify a delay or non-performance as long as it informs the other Party at the earliest opportunity by registered letter with acknowledgment of receipt and by email (the latter being sufficient to formally establish the event): mention of the grounds in said notification being considered as sufficient for the injured Party to benefit from the resulting consequences on the performance of the contract.

The Parties shall meet as soon as possible to examine any potential repercussions on the performance and economic balance of the contract.

Pending the outcome of the negotiations, the Supplier may suspend the performance of the Contract.

In the event of refusal or failure of the renegotiation, the Parties agree to undertake a conciliation or mediation procedure before taking any action before the courts.

16.12 Attribution of Jurisdiction

Any dispute arising from the performance or interpretation of this Contract shall be settled in accordance with French law and subject to the exclusive jurisdiction of the Commercial Court of Paris.

Version September 2021

Jungheinrich Financial Services

The Client

Signature
Read and approved
Name, position of the signatory and company stamp

