



General Terms and Conditions of Rent of Jungheinrich Vertrieb Deutschland AG & Co. KG

Valid from April 1st, 2024

§ 1 Scope of Application

1. These General Terms and Conditions of Rent ("**Terms**") shall apply in business transactions with entrepreneurs within the meaning of Sec. 14 German Civil Code [*Bürgerliches Gesetzbuch* – "BGB"], legal entities under public law or special funds under public law (hereinafter collectively referred to as "**Customer**") for all our rental contract offers, rental contracts, order confirmations for rental contracts and other declarations of contract acceptance which have rental contract services as their subject matter. All rental contract services including proposals, consultations, and other ancillary services (hereinafter collectively referred to as "**Services**") shall be performed on the basis of these Terms.
2. Our Terms shall apply exclusively; any and all conflicting terms and conditions or the terms and conditions deviating from these Terms or from statutory provisions shall not apply, unless we have expressly agreed to their validity in writing. Such conflicting or deviating terms and conditions shall not apply even if we do not expressly object to them or if we have made the rental property available without reservation or accepted payments without reservation.
3. If we have an ongoing business relationship with the Customer, these Terms shall apply to all future rental contracts between us and the Customer, unless we expressly incorporate other terms and conditions.

§ 2 Conclusion of Contract

1. Unless expressly stated otherwise by us, our offers are subject to change and non-binding.
2. Contract offers of the Customer (e.g. orders) are irrevocable until the expiry of fourteen (14) calendar days after submission. However, we are entitled to accept contractual offers from the Customer even after the expiry of fourteen (14) calendar days after submission. The contract shall be concluded by our written acceptance (e.g. by order confirmation). This written form requirement does not include post-contractual amendments and supplements. We shall also remain entitled to constitute the conclusion of a contract by performing Services without reservation or by invoicing Services in whole or in part.
3. If our declaration of acceptance (e.g. order confirmation) is received by the Customer late, the Customer shall immediately inform us.
4. Our silence does not constitute any trust in conclusion of a contract.
5. The Customer is obliged to provide truthful information within the framework of the contract offer submitted by him. If the Customer's data provided in the contract offer changes, in particular name, address, e-mail address or telephone number, the Customer shall notify us of this change in writing without delay (e.g. by e-mail).

§ 3 Rent, Payment, Set-off, Retention

1. The agreed rent is exclusive of packaging, transport to the point of use, assembly or installation and any taxes, duties or charges payable under the applicable law. Packaging, transport, and assembly/installation shall be charged separately. The Customer undertakes to pay or reimburse any taxes, duties or charges imposed on us or our subcontractor/supplier. The agreed rent shall be charged on a monthly basis.
2. The rent is based on a maximum operating time of 100 operating hours per month. Should the monthly operating time of the vehicle increase during the rental period, the Customer shall notify us of this and the anticipated operating conditions without delay. For each operating hour exceeding 100 operating hours per month (per month), an additional rent of 75% of the agreed net monthly rent per operating hour will be charged.
3. If we have assumed the assembly, installation or

commissioning, the Customer shall bear all corresponding ancillary costs in addition to the agreed rent, unless otherwise agreed in the rental contract. In particular, personnel costs for assembly, installation or commissioning shall be charged separately on an hourly basis in accordance with our price list valid at the time of conclusion of the contract.

4. The rent shall be due in advance for each month fourteen (14) days after receipt of the invoice. All our other invoices, in particular for invoiced assembly, installation or commissioning costs, shall be due and payable without deduction fourteen (14) days after receipt of the invoice. The receipt of payment by us shall be decisive for the timeliness of payment. Bank charges and expenses shall be borne by the Customer.
5. In the event of default in payment, interest on arrears shall be charged in accordance with the statutory provisions.
6. In the event that our claims are jeopardized by a significant deterioration in the creditworthiness of the Customer which becomes apparent after conclusion of the contract, we shall be entitled to perform outstanding Services or other contractually agreed services only against advance payment or provision of adequate security. If the Customer fails to make an advance payment or provide adequate security within a reasonable period of time, we shall be entitled to withdraw from the contract. Our other rights of withdrawal shall remain unaffected.
7. If the Customer agrees with us to make payments by SEPA direct debit, (*SEPA-Lastschriftverfahren*) the Customer shall grant us the necessary SEPA direct debit mandate, stating its bank and the relevant bank data (BIC and IBAN). The Customer shall ensure the necessary coverage of its bank account. The Customer shall bear any costs caused by return debits.
8. We will notify the Customer of the upcoming debit prior to the submission of a SEPA direct debit, stating the amount, due date, creditor identification number and mandate reference ("**Advance Notification**"). This Advance Notification shall be made no later than five (5) calendar days before the due date.
9. If no SEPA direct debit procedure has been agreed, invoice amounts due are to be transferred to the account des by us in the invoice.
10. The Customer shall only be entitled to rights of set-off and retention against our claims insofar as counterclaims against us have been legally established or are undisputed, or the Customer's counterclaim with which set-off is to be effected originates from the same contractual relationship with our claim. The same shall apply to the Customer's rights to refuse performance.
11. Assignments of claims against us are only permissible with our prior written consent. Sec. 354a German Commercial Code [*Handelsgesetzbuch* – "HGB"] remains unaffected.

§ 4 Rental Property

1. The written rental contract shall be exclusively binding for the description of the type and design of the rental property including the accessories (text form pursuant to Sec. 126b BGB). All information regarding the condition of the rental property in our brochures, catalogues, on the internet, in advertising or in our correspondence prior to the offer of the rental contract as well as on VDI type sheets shall only apply approximately, unless this information has been expressly declared as binding by us. This also applies to photos, drawings and other illustrations.
2. Our industrial trucks are equipped with a so-called telematics box as standard. During operation of the industrial truck, the telematics box continuously generates anonymized vehicle data that cannot be assigned to a natural person ("**Telematics Data**") and transmits this data to us on a mobile basis. This includes operating data of the industrial truck, such as lifting, lowering, driving, speed, position, operating status (switched on or off) as well as the temperatures of individual vehicle components, operating hours, error logs.

3. We use the Telematics Data for the purpose of invoicing according to operating hours, the conception of new rental models, for remote services, for the further technical development and optimization of our industrial trucks and for comparable content. The Customer agrees to the use of the Telematics Data by us or by third parties cooperating with us. Otherwise, the Customer can arrange for the deactivation of the telematics box on an individual contractual basis. The rental contract for the temporary provision of an industrial truck does not include an order from the Customer to collect or process the data on his behalf. Rather, a separate contractual agreement is required for this purpose.

§ 5 Ownership

1. The rental property remains our property.
2. In the event that the rental property is inserted into a building, facility or machine, this shall only be for a temporary purpose with the intention of separating the rental property from the building, facility or machine at the end of the rental period.
3. All spare parts become part of the rental property. Ownership of spare parts shall remain with us or shall pass to us upon their installation in the rental property.

§ 6 Handover of the Rental Property

1. The handover of the rental property for the purpose of use in accordance with the rental contract shall take place
 - a) insofar as we have assumed the assembly or installation of the rental property, upon completion of the assembly/installation at the designated place of use;
 - b) insofar as we have not undertaken the assembly or installation, with our notification of readiness for collection.
2. Upon request, we shall also arrange the shipment of the rental property in the name of and on behalf of the Customer.
3. In the case of contracts for several rental properties, we are entitled to make partial deliveries insofar as they are reasonable for the Customer. The same applies to early delivery.
4. Without prejudice to any other rights or obligations of the parties, we shall not be obliged to replace the rental property with an equivalent one in the event of its destruction after its handover.
5. Compliance with the agreed handover date is subject to the timely receipt of all documents to be provided by the Customer, necessary permits and releases, in particular plans, as well as compliance with the Customer's other obligations, in particular pursuant to Sec. 8. If these preconditions are not fulfilled in time, the handover date shall be extended accordingly, unless we are responsible for the delay.

§ 7 Delay

1. If we are in delay with delivery, our liability shall be governed by the statutory provisions subject to the following limitations: The Customer's claim for damages due to delay is limited to 0.5% of the agreed net rent for the delayed Service for each full week of delay, up to a maximum of 5% of the net rent in total, to the extent permitted by law. This limitation shall not apply in the event of liability due to intent or gross negligence.
2. A change in the burden of proof is not associated with the above provision.
3. If the Customer refuses to accept the rental property or to collect it, or delays acceptance or collection, in each case without being entitled to do so, the Customer must bear all additional costs caused thereby, including but not limited to transport, packaging, insurance and storage costs.
4. If the Customer is in delay with the acceptance or the collection, we are entitled, without prejudice to other claims,
 - a) to terminate the rental contract extraordinarily without

notice after setting a reasonable deadline for acceptance or collection;

- b) to set the Customer a reasonable deadline for acceptance or collection and to declare that we will otherwise dispose of the rental property after the fruitless expiry of the deadline and provide the Customer with a corresponding rental property.

The Customer's obligation to pay the rent shall remain unaffected in the event of its delay in acceptance or collection as long as we have not terminated the contract.

5. Any further rights to which we are entitled by law due to the Customer's delay in acceptance or collection or due to any other delay in acceptance, in particular with regard to the passing of risk, shall remain unaffected.

§ 8 Assembly, Installation, Commissioning, Training, Customer's Duty to Cooperate

1. The Customer must provide in good time and at his own expense, as far as reasonably required for the execution of the rental contract:
 - a) unhindered access during normal business hours to the place of use and to the rental property;
 - b) available documentation, service manuals, operating instructions, site plan and description of buildings, program units, measuring and inspection items and other tools;
 - c) access to the hardware and software of the facilities,
 - d) electricity, heating, lighting, and, where necessary, climate control, compressed air, ventilation and water;
 - e) reasonable security measures to protect against theft, damage, destruction and other detriment to the rental property;

and, in addition to the above, for assembly, installation and commissioning:
 - f) all earthworks, construction work and other ancillary work outside the trade, including the skilled and unskilled labor, building materials and tools required for this;
 - g) the commodities and materials required for assembly and commissioning, such as scaffolding, lifting gear and other devices, fuels and lubricants;
 - h) sufficiently large, suitable, dry and lockable rooms at the place of use for the storage of machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for the assembly personnel, including sanitary facilities which are adequate under the circumstances; in addition, the Customer shall take the measures for the protection of our property and the assembly personnel which it would take for the protection of its own property;
 - i) protective clothing and protective devices required as a result of special circumstances at the place of use.
2. Prior to the start of assembly or installation, the Customer shall provide, at his own expense, the necessary information on the location of concealed electricity and gas lines, water pipes, compressed air and similar installations, as well as the required static and subsoil data, without being requested to do so.
3. Prior to the start of assembly or installation, the materials and objects required for the start of the work must be available at the place of use and all preparatory work must have progressed to such an extent that the assembly or installation can be started as agreed and carried out without interruption. Access roads and the place of use must be levelled and cleared.
4. If the Customer does not provide the means or services incumbent upon him in accordance with this Sec. 8 in good time, we shall be entitled, without prejudice to other claims, to carry out these means or services ourselves or to have them carried out by third parties.

5. If installation, assembly or commissioning is delayed due to circumstances for which we are not responsible, the Customer shall bear the reasonable costs for waiting time and any additional travel required on our part.
6. The Customer shall immediately certify to us in writing the duration of the working time of our assembly personnel as well as the completion of assembly, installation or commissioning.
7. Training courses must be agreed separately between us and the Customer and will be charged separately.

§ 9 Special Obligations of the Customer

1. The Customer is obliged
 - a) to use the rental property only in accordance with the rental contract;
 - b) not to remove the rental property from the place of use agreed in accordance with the rental contract;
 - c) to operate the rental property properly by qualified personnel and to maintain it in good working and other condition, normal wear and tear from use in accordance with the rental contract excepted;
 - d) ensure that the rental property is not overused in any way;
 - e) maintain the rental property, including our routine maintenance in accordance with the operating instructions, where applicable;
 - f) to observe the operating instructions and all safety instructions, in particular not to exceed the load-bearing capacity of the rental property;
 - g) ensure that the provisions of the Driving License Ordinance [*Fahrerlaubnisverordnung – "FeV"*] are complied with.
2. The Customer is not entitled
 - a) to hand over the rental property to a third party, to grant possession to a third party, to sublet or lend the rental property without our prior written consent;
 - b) to make changes or alterations to the rental property without our prior written consent, including additions, installations or connections with other items; if changes or alterations are required by the authorities, we must be informed immediately in writing. In the event of modifications or conversions carried out without our prior written consent, ownership of the material added or installed or connected to the rental property shall pass to us without compensation. The Customer is not entitled to remove this material from the rental property unless we demand that the rental property be restored to its original condition;
 - c) to change or remove any signs or markings on the rental property;
 - d) to sell, offer for sale, pledge, assign by way of security, encumber or grant a right of use or security over the rental property.
3. We shall be entitled to inspect the rental property at any time; we shall be granted access to the rental property during normal business hours for this purpose.
4. The Customer shall notify us immediately of any loss or damage to the rental property and/or its accessories.

§ 10 Maintenance

1. For the purpose of maintenance, the Customer shall have
 - a) electric motor vehicles for single-shift use serviced at 3-month intervals, calculated from the beginning of the contract term,
 - b) internal combustion engine vehicles serviced at 1-month intervals, calculated from the beginning of the contract term, but at the latest after a respective period of use of max. 250 operating hours, after making an appointment with our responsible customer service department,

serviced at our expense during regular working hours and, if necessary, repair them immediately due to typical wear and tear. For the duration of the repair, the Customer shall not be entitled to a replacement unit, unless we are responsible for the failure of the vehicle.

2. If maintenance and/or repair measures become necessary due to damage caused by force, operating errors or similar circumstances for which the Customer is responsible, the Customer shall bear the corresponding costs. The obligation to pay the rent remains unaffected by this.

§ 11 Liability of the Customer in case of Loss and Damage, Replacement in case of Destruction of the Rental Property

1. The Customer is liable for the damage or loss of the rental property,
 - a) insofar as we are not compensated for the damage resulting from the loss of or damage to the rental property by the machinery breakdown insurance (*Maschinenbruchversicherung*) in accordance with the following Sec. 13 Para. 1 of these Terms or
 - b) the loss of or damage to the rental property is not covered by the machinery breakdown flat rate (*Maschinenbruchpauschale*) agreed with us (Sec. 13 Para. 2 of these Terms) or
 - c) the rental property was stolen from the Customer or
 - d) the Customer is responsible for the loss or damage.

Sec. 11 Para. 1 lit. a) and Sec. 11 Para. 1 lit. b) of these Terms shall not apply if the damage to or loss of the rental property is due to damage or defects that were already present at the time the rental property was handed over to the Customer.
2. If the rental property is destroyed, we are entitled to continue the rental relationship with an equivalent rental property.

§ 12 Operating Risk

1. Upon handover of the rental property, the Customer is the owner of the vehicle and responsible for all obligations arising therefrom. The Customer shall be responsible at its own expense for compliance with existing laws, ordinances and administrative acts, in particular compliance with the Driving License Ordinance (*Fahrerlaubnisverordnung – "FeV"*), as well as road traffic and tax regulations, and shall indemnify us in this respect against all possible claims by third parties.
2. The use of industrial trucks is not permitted in public traffic unless the industrial truck is equipped in accordance with the Road Traffic Licensing Regulations (*Straßenverkehrszulassungsordnung – "StVZO"*) and insured in accordance with the law.

§ 13 Machinery Breakdown (*Maschinenbruch*), Insurance, Jungheinrich Machinery Breakdown Flat Rate (*Jungheinrich Maschinebruchpauschale*)

1. The Customer shall insure the rental property for the term of the contract against transport damage, theft, fire, water and machinery breakdown by taking out machinery breakdown insurance at replacement value at the time of handover. He shall provide us with evidence of the insurance cover upon request. Furthermore, he hereby assigns to us the rights arising from this insurance. We accept the assignment.
2. If the Customer agrees with us on the Jungheinrich machinery breakdown flat-rate (*Jungheinrich Maschinenbruchpauschale*) instead of a machinery breakdown insurance (*Maschinenbruchversicherung*) (Sec. 13 Para. 1), we will cover the damage covered by the machinery breakdown flat-rate during the term of the contract within the scope of our machinery breakdown conditions (*Maschinenbruchbedingungen*). The Customer shall bear the costs of the contractually agreed deductible per claim. The General Terms and Conditions of the Jungheinrich Machinery

Breakdown Flat Rate shall apply in the version valid at the time of conclusion of the contract, which will be handed over to the Customer on request.

3. The agreed machinery breakdown rate and the deductible shall apply for the term of the rental contract, unless we have agreed otherwise with the Customer. Within this period of validity, we may demand a corresponding adjustment of the monthly machinery breakdown rate in the event of changes in the contractually required operating conditions. If no agreement is reached with the Customer on the price adjustment for the machinery breakdown rate under the aforementioned conditions, we shall be entitled to terminate the agreement on the machinery breakdown rate with one (1) month's notice to the end of the month.
4. If the Customer violates its obligation to take out insurance in accordance with the aforementioned Sec. 13 Para. 1 or if we have not become the holder of the rights under the relevant insurance policy, we shall be entitled to demand immediate payment of the outstanding rent to secure claims for damages and reinstatement, without prejudice to any further rights, insofar as the amount of damages is not thereby exceeded.

§ 14 Rental Period, Termination

1. The rental period (term of the contract) shall be determined in accordance with the contract. It shall commence - unless otherwise agreed - upon handover of the rental property in accordance with Sec. 5.
2. Either party may terminate the rental contract by giving two (2) working days' notice, unless otherwise agreed.
3. Either party is entitled to terminate the contract extraordinarily for good cause.
4. An important reason for us is in particular:
 - a) if the Customer fails to provide an agreed deposit or security (even after we have set a corresponding deadline);
 - b) a breach of the Customer's obligations to handle the rental property properly in accordance with its obligations under Sec. 8 Para. 1;
 - c) if the Customer removes the rental property from the place of use without our prior consent;
 - d) if the Customer is in delay with the repair or elimination of a damage or defect according to Sec. 15 Para. 1;
 - e) if the Customer is delay with payment of more than thirty (30) days;
 - f) if an application is made to open insolvency proceedings against the Customer's assets, if insolvency proceedings are opened or dismissed for lack of assets, or in the event of such a significant deterioration in the Customer's creditworthiness as to jeopardize our claims.
5. If the Customer has culpably caused the extraordinary termination by us, we are entitled to demand lump-sum damages amounting to 50% of the amount corresponding to the total of all rents (net) which the Customer would still have had to pay until the agreed end of the rental period in accordance with the rental contract. The Customer shall be at liberty to prove that we have either not incurred any damage or that the damage is significantly lower than the lump sum.

§ 15 Damage to and defects in the leased property

1. The Customer is obliged to repair or otherwise remedy any damage to or defect of the rental property - including, but not limited to, any damage or defect resulting from the use of the rental property - insofar as
 - a) the damage or defect does not result from circumstances beyond the Customer's control,
 - b) the damage or defect was not already present at the time of handover to the Customer,
 - c) the damage or defect was not caused by us.
2. The Customer is obliged to inform us immediately in writing

of the damage or defect.

3. Insofar as the Customer is not obliged to repair or otherwise remedy a damage or defect in accordance with Sec. 15 Para. 1, we must remedy a defect within a reasonable period of time, irrespective of the other statutory requirements.
4. Instead of remedying the defect in accordance with Sec. 15 Para. 3, we shall be entitled to replace the rental property with an equivalent defect-free item.
5. We shall not be liable for defects that have arisen due to defective foundation soil or due to special external influences that are not presupposed under the rental contract or due to a breach of the Customer's obligations under Sec. 9 Para. 1.
6. We shall be granted sufficient time and opportunity to remedy the defect. For this purpose, the Customer shall grant us access to the place of use. The Customer shall only be entitled to remedy the defect itself and to demand reimbursement of its expenses if we are in default with the remedy of the defect or if the immediate performance of the remedy of the defect is necessary to preserve the restoration of the rental property (emergency measures). The Customer shall notify us of such emergency measures without delay.
7. As a matter of principle, we do not give any guarantee of durability or other guarantees for our rental properties. In this respect, none of our descriptions, promises or other statements - neither before nor at the time of conclusion of the contract - shall be deemed to have the character of a guarantee.
8. If one of our statements should have the character of a guarantee, either intentionally or unintentionally, we shall only be liable to the extent that the purpose of the guarantee was to protect the Customer against the damage that has occurred.
9. Unless otherwise agreed between the parties, we shall be obliged to provide the rental property to the Customer free of industrial property rights and copyrights of third parties (hereinafter "**Property Rights**") only in the country of our registered office.

Insofar as the Customer is prevented from using the rental property in whole or in part by the Property Right of a third party, we shall be liable to the Customer for these defects as follows:

 - a) We shall, at our discretion and at our expense, either obtain a right of use for the rental property, modify it in such a way that the Property Right is not infringed or replace the rental property;
 - b) The Customer shall inform us immediately of the claims raised by the third party; he shall not acknowledge these claims; all defensive measures and settlement negotiations shall be reserved for us. If the Customer discontinues the use of the rental property in order to minimize the damage or for other important reasons, he shall be obliged to point out to the third party that the discontinuation of use does not imply any acknowledgement of the infringement of Property Rights.
10. Claims of the Customer shall be excluded insofar as he is responsible for the infringement of Property Rights. Claims of the Customer shall also be excluded if the infringement of Property Rights is caused by special specifications of the Customer, by a use not foreseeable by us or by the fact that the rental property is modified by the Customer or used together with items or material not supplied by us.
11. If the defect is based on a legal defect other than the Property Right of a third party which prevents the Customer from using the rental property, Sec. 15 Para. 3 and Sec. 15 Para. 4 shall apply.

§ 16 Software Use

1. Insofar as software is included in the scope of delivery and no separate agreement of use has been concluded in this respect, which would take precedence over these Terms, we grant the Customer a non-exclusive, limited right, which cannot be transferred without relinquishing its own right of use, to use the software integrated in a rental property in its executable form including its documentation. They shall only be provided for the use of the rental property for the agreed purpose. The Customer's right to use the software and its documentation is limited in content to this purpose. The Customer is prohibited from using the software for other delivery items or systems. The Customer acquires ownership only of the data carrier of the concrete executable software in the rental property.
2. Permitted use includes the installation of the software on the rental property, loading it into the main memory (*Arbeitsspeicher*) and use by the Customer as intended. Under no circumstances shall the Customer have the right to rent or otherwise sub-license the software as such, to publicly reproduce or make it accessible by wire or wireless means or to make it available to third parties against payment or free of charge. The Customer is entitled to create a backup copy if this is necessary to secure future use. The Customer shall visibly affix the note "Backup copy" as well as the copyright notice of the software to the created backup copy. The Customer shall only be entitled to decompile and reproduce the software insofar as this is provided for by law. However, this shall only apply on condition that we have not made the necessary information available to the Customer upon request within a reasonable period of time. The granting of rights does not refer to the source code of the software. The Customer undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without our prior express consent.
3. All other rights to software integrated in the rental property and to the documentation including copies and all relevant rights to patents, copyrights, trade secrets or other industrial property rights to the software shall remain with us or the third parties from whom we have acquired the right to license the software. We reserve all rights to the software which have not been expressly granted in accordance with these Terms. The granting of sub-licenses is not permitted.
4. Software contained in the telematics box (see Sec. 4 Paras. 2 and 3) is excluded from the above provisions, unless otherwise agreed in individual cases.
5. Irrespective of the admissibility under product liability law, we are entitled to provide and install updates to the software supplied to the Customer in order to remedy security and cybersecurity risks.

§ 17 Return of the Rental Property

1. Upon expiry of the rental period and upon any other termination of the contract, the Customer shall immediately return the rental property to us at his own risk and expense. If it has been agreed between us and the Customer that we will dismantle the rental property, the Customer shall, on the other hand, be obliged to make the rental property available for collection by us in such a way that we are enabled to dismantle the rental property for return transport; Sec. 8 shall apply accordingly where relevant.
2. If the Customer culpably fails to comply with its aforementioned obligations, it shall compensate us for any damage caused thereby, including expenses for substitute performance.
3. The rental property shall be returned or made available to us in proper, cleaned condition, complete and showing only normal signs of wear and tear from use in accordance with the rental contract. Subject to Sec. 15 Para. 3, the Customer shall be liable for damage to the rental property that goes beyond normal wear and tear in accordance with the rental contract.
4. The Customer shall bear all costs of dismantling and returning the rental property. Sec. 3 Para. 1 and Sec. 3 Para. 3 shall

apply accordingly, where relevant.

§ 18 Execution Measures

The Customer shall inform us immediately in writing of all compulsory execution measures and other orders of third parties which are directed against a rental property owned by us and shall provide us with copies of seizure orders and protocols. Furthermore, he shall do everything in his power to avert the execution of the aforementioned measures. If we file a third party action against execution pursuant to Sec. 771 of the German Code of Civil Procedure [*Zivilprozessordnung* – "ZPO"], the Customer shall be obliged to reimburse us for the court and out-of-court costs if the party seeking execution is not in a position to do so.

§ 19 Confidentiality

1. The Customer shall be obliged to treat as confidential vis-à-vis third parties all information, in particular know-how and trade secrets, which it obtains from us and which are marked as confidential or where it is evident from the circumstances that they are confidential ("**Confidential Information**"), irrespective of whether they have been communicated in written, electronic, embodied, or oral form. In particular, the Customer is not authorized to disclose or make available the Confidential Information to any third party without our prior consent. The Confidential Information shall only be used for the purposes of the contract. Furthermore, the Customer undertakes not to examine, analyze, disassemble, decompile or determine the composition of products of ours which have not been made publicly available by other methods of reverse engineering. Sec. 69e of the Act on Copyright and Related Rights [*Urhebergesetz* – "UrhG"] remains unaffected. This prohibition of reverse engineering shall apply irrespective of whether the Customer uses Confidential Information in the process. The Customer shall oblige its employees and other persons who obtain access to the Confidential Information in connection with the performance of the contract to maintain secrecy accordingly.

From the obligation in Sec. 19 Para. 1 of these Terms information shall not apply to information which (a) was demonstrably already known to the Customer at the time of the conclusion of the contract or subsequently becomes known to the Customer from a third party without violating a confidentiality agreement, statutory provisions or official orders, (b) is already generally known at the time of the conclusion of the contract or subsequently becomes generally known provided this is not based on a violation of this contract, (c) was independently developed by the Customer without access to our Confidential Information, or (d) must be disclosed due to statutory obligations or by order of a court or an authority.

2. These obligations of this Sec. 19 shall continue to exist beyond the termination of the contract and the business relationship, irrespective of the manner in which the contract or the business relationship is terminated.

§ 20 Liability

1. We shall not be liable for damages or reimbursement of expenses on whatever legal grounds (contract, tort, etc.). This applies in particular, but not exclusively, to damages due to lost sales or profit, financing costs, due to standstill or operational failure and for indirect and consequential damages. However, this exclusion of liability does not apply in the following cases:
 - a) in the event of intent on our part;
 - b) in the event of gross negligence on our part;
 - c) in the event of culpable injury to body, life or health on our part;
 - d) in the event of liability on our part under the Product Liability Act [*Produkthaftungsgesetz* – “ProdHaftG”];
 - e) in the event of culpable breach of an essential contractual obligation by us. However, our liability for breach of an essential contractual obligation shall be limited to the foreseeable damage typical for the contract, unless we are liable for intent or gross negligence, injury to life, body or health under the Product Liability Act. Essential contractual obligations are in particular those whose fulfilment is necessary for the proper performance of the contract and on whose compliance the Customer usually relies and may rely on.
2. The provision on delay under Sec. 7 Para. 1 shall take precedence over this Sec. 20.
3. To the extent that our liability is limited under this Sec. 20, this shall also apply to the corresponding personal liability of our employees, vicarious agents, bodies and legal representatives.
4. The above provisions do not imply a change in the burden of proof.

§ 21 Data Protection

1. The parties undertake to process personal data in accordance with the General Data Protection Regulation [*Datenschutzgrundverordnung* – “DSGVO”] and relevant other data protection regulations, to treat such data confidentially and not to process such data outside the purpose of the respective contract.
2. We take appropriate technical and organizational measures to safeguard the confidentiality, availability and integrity of the personal data provided by the Customer to the extent provided for by the relevant data protection regulations. In particular, we will oblige all employees employed by Jungheinrich or to be employed in the future to maintain data secrecy and instruct them in accordance with the data protection regulations.
3. No personal data is collected, processed or transmitted to us with the telematics box (cf. Sec. 4 Paras. 2 and 3 of these Terms). If the Customer combines the Telematics Data with other information that identifies a natural person (e.g. the driver of the industrial truck), the Customer is solely responsible for this.
4. Further information on general data protection at Jungheinrich can be found on our homepage at: <https://www.jungheinrich.de/datenschutzerklaerung>.
Further information on product-related data protection at Jungheinrich can be found on our homepage at: <https://www.jungheinrich.com/privacy-policy-for-digital-services-by-jungheinrich-924562>.

§ 22 Force Majeure; Corona Crisis; Ukraine War

1. If the performance of a contract is impaired by force majeure or circumstances for which we are not responsible and which could not have been foreseen at the time of the conclusion of the contract even with the exercise of reasonable care, in particular due to partial or general mobilization, war, civil war, acts of war or warlike acts or conditions, immediate danger of war, government intervention or control within the framework of the war economy, monetary and trade policy measures or

other sovereign measures, arbitrary acts by public authorities or politicians, riots, terrorism, natural disasters, accidents, labor disputes, epidemics, pandemics, major operational disruptions (e.g. fire, machinery or rolling mill breakdowns, shortage of raw materials or energy of more than short duration) or obstruction of traffic routes or other unusual delays in transport, in each case of more than short duration, the contractual obligations of the parties shall be suspended and the periods and dates provided for the performance of the Services shall be extended accordingly, irrespective of whether these circumstances occur at our premises or those of a supplier or subcontractor. The Customer undertakes to negotiate with us a corresponding adjustment of the contract with regard to the other contractual terms (in particular the contract price).

2. Insofar as an adjustment to the contract as a result of force majeure is not economically justifiable, both parties shall be entitled to withdraw from the contract or to terminate the contract. Statutory rights of withdrawal and termination or rights regulated in these Terms shall remain unaffected.
3. Without prejudice to Sec. 22 Para. 1 and Para. 2 above, we shall not be liable for any delay or other breach in the performance of our contractual obligations caused directly or indirectly by the outbreak of the corona virus or the ongoing pandemic (COVID 19) and related measures (“**Corona Crisis**”). However, we will take commercially reasonable steps to limit the potential impact of the Corona Crisis on the performance of our contractual obligations. Upon our request and after notification of the Customer, our contractual obligations shall be suspended as long as the Corona Crisis or its effects or after-effects prevent or delay the performance of the contract. Delivery periods shall be extended accordingly. If the suspension as a result of the Corona Crisis exceeds a period of more than 90 days, both parties shall be entitled to withdraw from the contract.
4. Without prejudice to Sec. 22 Para. 1 and Para. 2 above, we shall not be liable for any delay or other breach in the performance of our contractual obligations caused directly or indirectly by war or warlike activities (whether or not war has been declared) between Ukraine and the Russian Federation/Russia (“**Ukraine War**”). However, we will take commercially reasonable steps to limit the potential impact of the Ukraine War on the performance of our contractual obligations. Upon our request and after notification of the Customer, our contractual obligations shall be suspended as long as the Ukraine War or its effects or after-effects prevent or delay the performance of the contract. Delivery periods shall be extended accordingly. If the suspension as a result of the Ukrainian War exceeds a period of more than 90 days, both parties shall be entitled to withdraw from the contract.

§ 23 General Provisions

1. The Incoterms in the version applicable at the time of the conclusion of the contract shall apply to the interpretation of the trade terms.
2. Insofar as a written form requirement is stipulated in these Terms, text form within the meaning of Sec. 126b BGB (permanent data carrier such as fax, e-mail, letter) shall suffice.
3. In the event that individual provisions of the contract are invalid, the remaining provisions shall remain valid.
4. The Customer shall notify us immediately in text form of any change in its registered office and of any changes in the legal form and liability relationships of its company.

§ 24 Place of performance, place of jurisdiction, applicable law

1. The place of performance for all Services is our registered office.
2. The exclusive place of jurisdiction for all legal disputes arising from or in connection with the contractual relationship shall be Hamburg. In the event of legal disputes arising from or in connection with the contractual relationship which fall within the jurisdiction of the local courts, the local court of

Hamburg-Mitte shall have jurisdiction. However, we are also entitled in any case to bring an action at the place of performance of the Services or at the general place of jurisdiction of the Customer.

3. These Terms as well as the contractual relationship between us and the Customer shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG)

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