

# General Terms and Conditions of Rental Financial Services

October 2022 - version 1.0

## I. Definitions

The following words used in both the singular and plural in these General Terms and Conditions of Rental - Financial Services that are written with a capital letter have the following meaning:

- **General Terms and Conditions:** these General Terms and Conditions of Rental - Financial Services.
- **Financing Bank:** the external financial partner of Jungheinrich.
- **Full Service:** the Full Service for the Goods in the context of the Rental.
- **Services:** any service provided by Jungheinrich within the context of the Rental.
- **Goods:** all machines and materials that are the subject of Rental by Jungheinrich.
- **Rental:** the long-term rental of the Goods (Renting).
- **Renter:** The contractual counterparty of Jungheinrich, as stated in the Rental Contract, who rents the Goods from Jungheinrich for a certain period of time.
- **Jungheinrich:** Jungheinrich, a public limited company (naamloze vennootschap) with its registered office at Esperantolaan 1, 3001 Leuven (Heverlee), Belgium, and with company number 0415.997.465.
- **Rental Contract:** The agreement concluded between the Parties, with its annexes, relating to the Rental of the Goods.
- **Parties:** the Parties to the Rental Contract, being Jungheinrich and the Renter. The Parties are separately referred to as a "Party".

## II. Scope / Object of the agreement

1. These General Terms and Conditions of Rental - Financial Services apply to all offers, orders, agreements and other transactions relating to the Rental of Goods and the provision of related Services by Jungheinrich.
2. The Renter acknowledges having received a copy of these General Terms and Conditions of Rental - Financial Services and accepts their content without reservation. Any other terms and conditions stated on the order form, in correspondence or other documents issued by the Renter are not enforceable against Jungheinrich. Any additional or different terms and conditions may only be agreed in writing between the Parties.
3. Jungheinrich reserves the right to amend these General Terms and Conditions of Rental - Financial Services at any time. In such case, the conditions in force at the date of the signing of the Rental Contract will apply.
4. Jungheinrich undertakes, in accordance with these General Terms and Conditions of Rental - Financial Services, to let the Goods specified in [Appendix 1](#) "Equipment List" to the Renter on a long-term basis for the fixed and irrevocable term (barring termination for breach of contract, as set out in article XVII.) and the rental price as set out in the Rental Contract.
5. Jungheinrich will provide Full Service for the aforementioned Goods during the Rental in accordance with the terms and conditions contained in these General Terms and Conditions of Rental - Financial Services.

## III. Conclusion of agreement

1. Offers are always without obligation. Unless otherwise specified in the documents themselves, the validity period of Jungheinrich's offers and price estimates is thirty (30) days from the date of the offer.
2. All offers are issued on the basis of the information provided by the Renter. If the above information proves to be incomplete and/or incorrect, Jungheinrich reserves the right to issue an additional offer.
3. Jungheinrich reserves the right to charge costs to the Renter for the drawing up of the offer.
4. Any photographs, drawings and/or models and, in general, all information provided to the Renter will always remain the (intellectual) property of Jungheinrich, or are part of its know-how and trade secrets and may therefore not be used or duplicated in any way without its consent.
5. The Renter is not permitted to transfer the offer received, in whole or in part, to a third party, in particular competing companies, without the prior consent of Jungheinrich.
6. The Parties expressly accept that Jungheinrich is not bound by any commitments or may suspend its commitments if the Renter does not fulfil its commitments, if changes are made to the order after it has been placed at the factory by Jungheinrich, or if changes are made to the order during its execution, or if the Renter fails to provide the information, documents or accessories in good time.
7. The agreement is entered into under the suspensive condition of obtaining formal approval from the Financing Bank or the finance department of Jungheinrich.
8. The agreement between the Parties will come into effect after mutual signature of the Rental Contract by both Parties or after a written order confirmation by Jungheinrich.
9. If, in the reasonable opinion of Jungheinrich, so required due to the financial position of the Renter, the Renter is obliged to Jungheinrich's first request to immediately provide security (additional or otherwise) in favour of Jungheinrich for the fulfilment of the Renter's obligations under the agreement. If the Renter fails to do so in time, Jungheinrich is entitled to terminate the Rental Contract with immediate effect, without being liable to pay any compensation.
10. In the event of cancellation of the order, for whatever reason, by the Renter, the latter will owe Jungheinrich a lump-sum compensation of at least 30% (for series Goods) and at least 60% (for system Goods) of the agreed total rental price for the agreed term as compensation for the damage resulting from the cancellation. Jungheinrich reserves the advance payments by way of compensation for this purpose. Jungheinrich expressly reserves the right to claim additional compensation if the damage directly and/or indirectly resulting from the cancellation is higher.
11. Jungheinrich reserves the right to make changes to the design and form of the Goods and/or Services during the delivery period, provided that this does not fundamentally alter the Goods and/or Services to be delivered.

#### **IV. Term**

1. Agreements are made for a fixed and irrevocable term (barring termination for breach of contract, as stipulated in article XVII.) as agreed between the Parties and stated in the Rental Contract. The rental term will commence on the first day of the month following delivery of the Goods. For the interim period, the Renter will owe a rental fee in proportion to the number of days.
2. The Parties may agree to extend a fixed-term contract subject to written agreement and subject to an update of Appendix 1 "Equipment List".
3. At the end of the rental term, in the absence of a new agreement in accordance with the aforementioned paragraph and if the Renter does not return the Goods, the Rental Contract will be deemed to have been extended for an indefinite period. An indefinite-term agreement may be terminated by either Party by giving thirty (30) days' notice to the other Party by means of a registered letter with acknowledgement of receipt.
4. Notwithstanding the provisions of clause 3 above, the following elements are always excluded from an extension of the Rental Contract: a) machinery breakdown insurance, b) Full Service on batteries. For the rest, the extension will be subject to the same conditions.
5. Notwithstanding the provisions of paragraphs 2 and 3 of this article, it is at the sole discretion of Jungheinrich to decide on an extension of a Rental Contract, in view of the general condition of the Goods, among other things.
6. Notwithstanding the provisions of paragraphs 2 and 3 of this article, it is at the sole discretion of Jungheinrich to terminate the agreement with thirty (30) days' notice as provided for in clause 3 of this article in the event of major costs to the Goods exceeding the value of these Goods. The Goods in question will not be repaired or replaced during this notice period. The Renter is no longer liable for rent as soon as the Goods in question are available at Jungheinrich's premises.

#### **V. Delivery of the Goods and/or Services**

1. The delivery terms stated on the order confirmation or on other documents issued by Jungheinrich are not binding. They are indicative only. Consequently, exceeding these delivery terms cannot give rise to compensation and/or cancellation of the agreement.
2. Jungheinrich delivers Goods and/or Services on working days (i.e. Monday to Friday, Belgian public holidays excluded) during normal working hours.
3. Unless otherwise agreed in writing, deliveries of Goods will be ex works, at the place of delivery agreed between the Parties, as per Incoterms® 2020. If the Parties have agreed on a different method of delivery in writing in an individual agreement, this different method of delivery will apply exclusively to that agreement and not also to other agreements between the same Parties.
4. In the event that a Rental Contract is concluded between the Parties for the several Goods, the Renter agrees that these Goods may be delivered individually and at different times.
5. The Renter is obliged (at its expense) to make all arrangements necessary for Jungheinrich to deliver and install the equipment ready for use. All costs related to the installation by Jungheinrich will be borne by the Renter.
6. The Goods shall be delivered with a minimum amount of fuel or a minimum charged battery, in function of and/or necessary for the delivery of the Goods.
7. The transfer of risk will take place no later than at the time of delivery of the Goods and/or completion of the Services. From that moment on, all direct and indirect damage that may be caused to and/or by the Goods or Services and/or third parties

and the related costs will be at the expense of the Renter. Transfer of risk also takes place in the event that Jungheinrich offers the Goods and/or Services for delivery in accordance with the agreement, but the Renter does not take delivery for whichever reason.

8. The Renter is obliged to take receipt of the Goods at the time of delivery. If the Renter refuses to take delivery or is negligent in providing the information or instructions necessary for the delivery, Jungheinrich is entitled to store the Goods at the expense and risk of the Renter. The Renter will in that case be liable for all additional costs, including storage and transport costs in any case. The minimum storage cost is 500 EUR per day per Good, calculated from the day of planned delivery to the day of actual delivery or cancellation.
9. Unless expressly agreed by Jungheinrich, the Renter may only refuse delivery if the Goods and/or Services are not in accordance with the order or are defective. In such case, Jungheinrich must immediately be notified of the refusal in writing and in detail no later than within 48 hours after delivery.
10. The signing of the delivery note for the Goods or the service report for the Services by the Renter or a third party appointed by the Renter will constitute acceptance. In addition, the parties expressly accept that, if the Renter refuses to sign the delivery note and/or service report and fails to communicate the reasons for its refusal, as well as the evidence in support thereof, within a period of 48 hours after delivery, the Renter will irrefutably be deemed to have accepted the delivery. The Goods and/or Services will consequently be deemed to conform to the order and any visible defects will be deemed to have been accepted.

#### **VI. Use of the Goods**

1. The Renter acknowledges having received the Goods in good condition. The Renter undertakes to use the Goods as a prudent and reasonable person in accordance with the provisions of these terms and conditions, the user manual and applicable laws and regulations. The Renter will ensure that the drivers of the Goods have the professional, legal and regulatory skills necessary to drive the Goods.
2. Jungheinrich will provide the Renter with a manual or instruction book containing information on the construction, operation and handling of Goods. This manual will be accessible via the Jungheinrich website. On request of the Renter, a manual on a paper medium can be granted. If available, the manual can be obtained in another language on request via Jungheinrich's website.
3. The Renter declares to have full knowledge of the way the rented Goods are to be used and maintained.
4. The Renter will, in accordance with the user manual issued to it by Jungheinrich, and for its own account, ensure that the Goods are always in a good and workable condition during the rental term. The Renter will have maintenance and repair work carried out in good time by Jungheinrich or a company appointed by Jungheinrich in accordance with the maintenance schedule issued to it by Jungheinrich and its instructions. All parts (new or replacement) that are fitted to the Goods in connection with maintenance or repair will become part of the Goods and will remain or become the property of Jungheinrich or the Financing Bank. Jungheinrich is entitled to check the condition of the Goods at any time. The Renter expressly permits Jungheinrich to enter the premises and/or building where the Goods are located for this purpose.
5. The Renter will in any case, at its own expense, take care of daily and weekly minor maintenance of the Goods as stated in the user manual.

6. If the rented Good is electrical, the Renter is obliged, at its own expense, to follow the special instructions of the battery manufacturer as stated in the user manual.
7. Without the prior written consent of Jungheinrich, the Renter is expressly prohibited from making any changes to the Goods. The Renter is liable vis-a-vis Jungheinrich for all damages and costs resulting from making changes to the Goods without the prior written approval of Jungheinrich.
8. Unless Jungheinrich has given its prior written consent, the Renter is prohibited from renting out or lending the rented Goods or from handing them over to a third party under any other condition. If permission is granted at any stage, the sublet payments will be pledged in favour of Jungheinrich and/or the Financing Bank as security for the sub-renter's payment obligations.
9. Unless Jungheinrich has given its written consent to the contrary, the Renter may only use the rented Goods at the place specified in the Rental Contract. Any change of location must be submitted to Jungheinrich for approval in writing.

## VII. Full Service

1. Unless otherwise agreed, the provision of Full Service by Jungheinrich is an integral part of the Rental Contract. These Services will be performed exclusively by Jungheinrich, subject to the terms and conditions set out in the agreement and subject to the following terms and conditions.
2. Full Service is based on an Analysis of the operating conditions ([Appendix 2](#)) of the Goods made by Jungheinrich and the Renter. The Renter undertakes to notify Jungheinrich immediately in writing of any change in the operating conditions. The parties accept that such a change may lead to a revision of the agreed price or, if Jungheinrich deems it necessary, to the cancellation of the agreement.
3. Full Service includes the following services:
  - a. regular performance of preventive maintenance;
  - b. repairs resulting from normal wear and tear when the Goods are properly used in accordance with Jungheinrich guidelines, as stipulated in the user manual, and in accordance with the Analysis of the operating conditions ([Appendix 2](#));
  - c. journeys, kilometres travelled and working time necessary for the activities listed in points a. and b. of this article;
  - d. delivery and installation of spare parts necessary for the activities listed in points a. and b. of this article;
  - e. if the rented Goods are equipped with a lithium-ion (Li-ION) battery, Full Service also includes the following service on the Li-ION battery:
    - i. External visual inspection
    - ii. Pole bushing check
    - iii. Battery function test
    - iv. Battery software update (if required)
    - v. Readout/assessment of usage data.
4. The following services are expressly excluded from Full Service, and the costs for these services will be borne by the Renter:
  - a. repair of damage caused by accidents, negligence, misuse, (intentional) error and/or weather conditions;
  - b. maintenance, repair and/or replacement of parts not supplied by Jungheinrich;
  - c. partial or complete overhaul of the Goods;
  - d. working in special conditions, such as in cold rooms and corrosive conditions, unless specified in the operating conditions;
  - e. repair of damage and defects to the Goods that are the result of modifications that were not carried out by technicians on behalf of Jungheinrich.
5. The following services are additionally part of Full Service, if and insofar as the Renter has chosen this option in accordance with the Analysis of operating conditions ([Appendix 2](#)):
  - a. Battery service on lead-acid batteries: annual maintenance of the battery, consisting of the following elements:
    - i. Basic cleaning
    - ii. Voltage and electrolyte density measurement
    - iii. Electrolyte level check
    - iv. Cable end, connector and cable check
    - v. Aquamatik check (including electrolyte circulation, if applicable)
    - vi. Environmentally friendly processing of waste
 The Renter has a capacity guarantee of 1 250 charge cycles or five (5) years, beginning on the date of delivery and/or commissioning of the battery, provided the general conditions of use have been met. The guarantee shall expire when either of the two time limits specified above has been reached. In any case, the warranty will expire when the Rental Contract is terminated.
6. Repairs that are not included in Full Service according to the aforementioned clause 4. will be carried out after approval by the Renter in any form whatsoever, whether or not after preparing a quote depending on the specific repair. Services not included in Full Service are invoiced at the rates applicable at the time. Jungheinrich reserves the right to charge specification costs to the Renter.
7. The fact that the Renter is prevented from using the Goods will not affect the continuation of the agreement or the due payment of the monthly Rent, nor will it give rise to a right on the part of the Renter to the provision of replacement equipment, unless otherwise agreed.
8. The Goods will be equipped with an hour counter. It is the primary responsibility of the Renter to check and monitor the hours themselves. Notwithstanding the above, Jungheinrich is entitled to check the hour readings periodically. If the maximum number of operating hours per Good per year as stipulated in the Rental Contract is exceeded, compensation will be charged for each additional operating hour on the basis of the price per additional hour stipulated in the Rental Contract. At the discretion of Jungheinrich, invoicing takes place either at the end of the respective contract year, or no later than at the end of the term of the Rental Contract. Any hours below the agreed number are not reimbursed. The Parties also agree that, in accordance with the provisions of article VII.2, any exceeding of the operating hours may give rise to a revision of the agreed price or, if Jungheinrich deems it necessary, to the cancellation of the Rental Contract.
9. Full Service will be carried out according to Jungheinrich's availability and, if necessary, by prior agreement between the Parties during the working hours as stipulated in article V. of these General Rental Terms and Conditions. If an appointment has been made but Jungheinrich cannot perform the Services for reasons attributable to the Renter, Jungheinrich is entitled to charge costs to cover lost working time and travel.
10. Unless otherwise agreed, all services within the scope of Full Service are performed exclusively by Jungheinrich.
11. In addition, the Renter accepts that any repair necessary as a result of an accident, shortcoming and/or incorrect use by the Renter will be carried out exclusively by Jungheinrich, against payment.
12. The Parties expressly agree that Jungheinrich is only responsible for the performance of the Services if the Goods are used by the Renter in accordance with the provisions of these General Rental

Terms and Conditions and in accordance with the Analysis of the operating conditions ([Appendix 2](#)).

#### **VIII. Obligations of the Renter**

1. The Renter undertakes to inform the Jungheinrich technicians of the existing safety regulations in advance, as far as these are relevant to the Jungheinrich technicians. The Renter also undertakes to accompany and assist the Jungheinrich technicians as required. Failing this, Jungheinrich can in no way be held liable for non-compliance with the applicable internal safety regulations. If additional training is required, the Renter will inform Jungheinrich of this in good time. The costs for this training, as well as the costs for the provision of Jungheinrich technicians, are to be borne in full by the Renter. The Renter will be liable for damages suffered as a result of failure to provide such training or as a result of the defective nature of such training.
2. In the context of the performance of the Services on the Renter's premises, the following applies:
  - a. The Renter undertakes to provide the Jungheinrich employee with a room which meets the requirements imposed by the applicable legislation on the welfare of employees (including the Belgian Codex on Wellbeing at Work). In particular, the Renter will ensure that the working temperature is normal (i.e. at least 16 °C, see article V.1-3 of the Belgian Codex on Wellbeing at Work) and that sanitary facilities are available.
  - b. The Renter also undertakes to make the necessary personnel and equipment available to Jungheinrich free of charge, in order to enable the latter to carry out its work efficiently. In particular, the Renter will provide the facilities necessary for the Services, such as electricity, water etc. In addition, the Renter will in any case arrange the following in good time: the prompt availability of the Goods; proper and safe access to the workplace, if necessary including outside the working hours customary at the Renter; the presence of permits, insofar as required for the use and/or performance of the work; an unloading location as well as sufficient storage space, covered and lockable insofar as necessary; the necessary energy, water, fuels and lubricants and, unless otherwise agreed, the necessary ladders, scaffolding and other auxiliary materials to be designated by Jungheinrich.
  - c. The Parties explicitly accept that Jungheinrich in no way bears any responsibility with regard to the personnel and/or material provided. The Renter undertakes to fully indemnify Jungheinrich against any claims arising from this.
3. If the Renter does not fulfil the obligations of this article, Jungheinrich is entitled, through third parties as the case may be, to take the necessary measures at the expense of the Renter.
4. Any delay resulting from non-compliance with the obligations of this article will be fully charged to the Renter and is in no way enforceable against Jungheinrich.
5. Unless otherwise agreed, the Renter is responsible for the processing of all residual products and substances left over from the performance of the Service in accordance with the applicable statutory regulations. The processing costs will be borne by the Renter in their entirety.
6. The Renter expressly accepts that Jungheinrich or the Financing Bank will always remain the owner of the rented Goods. If a third party levies a precautionary or executory attachment on the rented Goods, the Renter undertakes to immediately notify the attaching party of Jungheinrich's or the Financing Bank's right of ownership with regard to the attached Goods, as well as to do

everything necessary to nullify the effects of this attachment. By no later than one day after service of the writ of attachment, the Renter will inform Jungheinrich of this attachment by registered letter. All costs associated with the return of the attached Goods will be borne by the Renter.

7. If the Renter rents the premises at the location stated in the Rental Contract, it undertakes to notify the landlord of the building where the Goods are located of Jungheinrich's or the Financing Bank's ownership of the Goods by registered letter. The Renter will send a copy of this registered letter to Jungheinrich.

#### **IX. Damage and insurance**

1. The insurance of the Goods is not included in the price and is at the expense of the Renter.

The following risks must be insured by the Renter during the Rental (unless Jungheinrich takes out insurance at the Renter's express request and expense). The Renter undertakes to insure the Goods during the term of the Rental against theft; machinery breakdown; transport, water and fire damage. At Jungheinrich's request, the Renter will provide proof of this. Notwithstanding the above, the Parties may agree in the Rental Contract that Jungheinrich, at the express request and expense of the Renter, will underwrite machinery breakdown insurance for the Goods. If and insofar as the Renter has the Goods insured against machinery breakdown in accordance with the Rental Contract, the Jungheinrich General Machinery Breakdown Insurance Terms and Conditions will additionally apply.
2. The Goods may not be used on public roads without the prior written approval of Jungheinrich and provided the Goods are insured in accordance with the Law of 21 November 1989 on compulsory liability insurance for motor vehicles. The Parties are to agree who takes out this insurance, but the costs of this insurance are to be borne by the Renter in any case.
3. The Renter is at all times liable for all damage to or in connection with the Goods during the term of the Rental. The damage referred to in this article is the responsibility of the Renter, and Jungheinrich will always charge the full costs associated with this damage to the Renter.
4. The Renter is liable during the entire Rental term for any damage or nuisance that the rented Goods, or their use, may cause to third parties, even if not at fault. The Renter will indemnify Jungheinrich against any claims that may be made against Jungheinrich due to damage caused with or by the rented Goods.
5. The Renter is liable for any damages that Jungheinrich suffers as a result of damage, theft, loss or misappropriation. The Renter shall take all measures that can reasonably be required of him to prevent the risk of damage, theft, loss and embezzlement. In the event of theft, loss or embezzlement of the Goods, the Renter must immediately report this to the police and notify Jungheinrich.

#### **X. Notice of damage**

1. Any damage or defects to the Goods must be reported to Jungheinrich by the Renter immediately, and no later than within 24 hours. If the Renter acts contrary to this article, the Renter is liable vis-a-vis Jungheinrich for all resulting damages and costs.
2. The Renter will have any damage or defects to the Goods repaired immediately by Jungheinrich or a third party appointed by Jungheinrich.
3. The replacement of a defective part cannot constitute a reason for termination of the Rental Contract, nor can it give rise to damage compensation or a reduction of the price of the Rental, nor does it give rise to a right on the part of the Renter to the

provision of replacement equipment, regardless of the duration of the repair. The Rental Contract will remain in full force and effect during the repair or replacement of the damaged or stolen equipment.

4. Depending on the amount of the necessary repair costs, Jungheinrich reserves the right, at its discretion, to regard the Goods as a total loss and not to carry out the repair. In the latter case, Jungheinrich is entitled, at its discretion, to replace the Goods or to cancel the Rental Contract without being obliged to compensate the Renter for any damages or costs.
5. Jungheinrich is at all times entitled to replace the rented Goods with a nearly equivalent and suitable Good at its discretion. The replacement Goods will be deemed to replace the original Goods. If the Renter requests replacement of the Goods, and if Jungheinrich agrees to such request, the Goods will be replaced by Jungheinrich on terms to be determined by Jungheinrich, to be laid down in a new contract between the Parties.
6. The replaced parts become the property of Jungheinrich as soon as the replacement has been carried out.

#### **XI. Prices, invoicing and payment terms**

1. All prices are exclusive of VAT.
2. If before the starting date of the Rental Contract as stipulated in article IV.1 of these General Terms and Conditions a change takes place in the index (IRS corresponding to the duration of the lease) as published in the Belgian financial newspapers, Jungheinrich reserves the right to make a correlative adjustment to the rent. A negative change in the index shall in no case give rise to a reduction in the monthly rent.
3. The total monthly rent includes both the price for the Rental and the price for Full Service. The total monthly rent is invoiced as a single amount each month.
4. The total monthly rent is based on normal use under normal operating conditions as laid down in the Analysis of operating conditions ([Appendix 2](#)). The total monthly rent is reviewable in accordance with changed operating conditions, in accordance with articles VII.2 and VII.8. of these General Terms and Conditions.
5. The rent will first be due on the day on which the rental term commences and will subsequently be payable monthly in advance.
6. All invoices are payable at the registered office of Jungheinrich in Leuven within fourteen (14) days after invoice date, unless otherwise agreed and accepted in writing by Jungheinrich.
7. All possible taxes, duties, costs and charges, on whichever grounds, that may have been incurred during or after the delivery, are always at the expense of the Renter.
8. One-third of the total monthly rent is reviewable annually from January in accordance with the consumer price index. Any tacit or contractual waiver during the current year does not imply a renunciation of this annual adjustment and in no way alters the right of Jungheinrich to indexation in subsequent years. A reduction in the index figure does not give rise to a reduction in the total monthly rent.
9. In the event of full or partial non-payment of an invoice, the amount owed will be increased, ipso jure and without any notice of default being required, by a lump-sum compensation of 10%, with a minimum of 100 EUR.
10. In addition, by operation of law and without any notice of default being required, default interest will be due and calculated in accordance with the Act of 2 August 2002 on late payments in commercial transactions (*Wet Betalingsachterstand Handelstransacties*).
11. In the event of non-payment by the due date, Jungheinrich

reserves the right to suspend the fulfilment of its obligations under the Rental Contract as well as all current orders for Goods and/or Services until the outstanding balance is paid in full, without this giving the Renter cause to claim compensation. The Parties explicitly agree to regard all separate contracts as single and indivisible with regard to the application of the aforementioned non-performance exception.

12. The full or partial non-payment on the due date of a single invoice will render the balance owed of all other invoices, including those not yet due, immediately payable by operation of law and without prior notice of default.
13. If, when ordering, the Renter requests invoicing to a third party, the Renter will remain jointly, severally and indivisibly bound to fulfil its obligations under the Rental Contract, despite invoicing to a third party.
14. Complaints concerning invoices must be submitted by registered letter within ten (10) days of the invoice date on penalty of expiry, and must be described exactly and in detail. Lodging a complaint does not release the Renter from its obligation to pay. However, if the Renter defaults on payment without notifying Jungheinrich of its objections by registered letter, Jungheinrich is entitled to suspend its obligation without prejudice to its right to claim interest on arrears as well as the damages as stated in the previous provisions.
15. In addition, the Parties expressly agree that Jungheinrich's non-compliance or inadequate compliance with form requirements and/or modalities unilaterally imposed by the Renter in respect of invoicing (e.g. use of a payment platform) shall in any case not constitute valid grounds for invoice protest and shall not relieve the Renter of its payment obligation.

#### **XII. Assignment**

1. The Renter is prohibited from assigning the claims, rights and obligations arising from the agreement with Jungheinrich, under any condition, except with the prior written consent of Jungheinrich and under the conditions determined by Jungheinrich.
2. The Renter declares to be aware of and explicitly agrees with the fact that Jungheinrich may transfer its rights vis-a-vis the Renter, the Rental Contract with all its rights and obligations and the ownership of the equipment, in full or in part, to a Financing Bank of Jungheinrich's choice. The Renter hereby accepts, without reservation, any such transaction and undertakes, upon Jungheinrich's first request, to sign all documents necessary for the administrative or legal regularisation of such assignment. Consequently, the Renter undertakes to pay all amounts due, of whatever nature, in respect of the transferred rights, Rental Contract and/or equipment to the assignee, without any setoff, reduction, exception or counterclaim.
3. In addition, Jungheinrich is permitted to use subcontractors, e.g. for the transport of the Goods and accessories to the agreed location of the Renter for specific maintenance work. Jungheinrich nevertheless remains fully responsible for the correct fulfilment of the agreement.

#### **XIII. Liability**

1. Jungheinrich is only liable for physical injury (such as damage to the life, body or health of a person) in the event of an intentional act or gross negligence on the part of Jungheinrich or one of its agents.
2. Jungheinrich assumes responsibility for product liability in accordance with the mandatory statutory provisions in that respect. Jungheinrich is in no way liable if damage is caused not only due to a defect in the Goods and accessories, but also due

to a fault or negligence on the part of the Renter or a person for whom the Renter is responsible.

3. Jungheinrich is only liable for material damages caused by an intentional act, gross negligence or fault on the part of Jungheinrich if these were foreseeable at the time of concluding the agreement. Jungheinrich is in no way liable for extra-contractual damage.
4. In any case, Jungheinrich's total liability according to article XIII. of these General Terms and Conditions is limited per claim to the amount of the invoice paid by the Renter for the respective delivery, not exceeding the amount of the invoice concerned. In the event of multiple claims, the total liability of Jungheinrich pursuant to this article XIII. per year due to an error or omission on the part of Jungheinrich cannot exceed the total value of all invoices relating to the respective agreement during that year.
5. Notwithstanding the applicable rules of mandatory law and public order, Jungheinrich's liability, irrespective of the legal reason for the damage, is excluded for indirect or consequential damage (such as, but not limited to, loss of profit and turnover, incurred losses, damage caused by delay, stagnation of business, missed savings, loss of use, production losses, costs for replacement purchases, futile expenses, purely financial losses, such as fines) and in any case limited to the amounts specified in article XIII.4.
6. No provision of these General Rental Terms and Conditions may be interpreted or applied as excluding or limiting the liability of Jungheinrich to the extent not permitted under the applicable law.

#### **XIV. Force majeure**

1. To Jungheinrich, force majeure means circumstances of a factual, legal or other nature — whether foreseeable or not — that through no fault of its own prevent or seriously hinder the timely fulfilment of the Rental Contract. Such circumstances include: strikes; lockout strikes; production interruptions as a result of machinery breakdown, interruptions in the supply of energy and water or fire etc.; import, export and production bans and other government measures; transport restrictions; failures by suppliers and auxiliary persons; epidemics; pandemics.
2. If a force majeure event occurs on the part of Jungheinrich, Jungheinrich will notify the Renter without delay. The obligations whose fulfilment is prevented by force majeure or seriously hindered for Jungheinrich will be suspended, without any right to compensation arising. If it has been established that the force majeure situation will last longer than thirty (30) full working days, or as soon as the force majeure situation has lasted longer than thirty (30) full working days, each Party will be entitled to cancel the Rental Contract by registered letter, without any right to compensation arising.

#### **XV. Data protection**

1. Jungheinrich processes personal data in accordance with the General Data Protection Regulation (GDPR). Jungheinrich will also treat personal data confidentially, and will neither process personal data outside the purposes of the Rental Contract nor disclose it to third parties. In particular, Jungheinrich will oblige all employees who have been appointed or who will be appointed in future to keep personal data confidential, and instruct them on data protection, with reference to the penalty and sanction provisions.
2. Further information on data protection at Jungheinrich can be found on the [www.jungheinrich.be](http://www.jungheinrich.be) website.
3. The Jungheinrich trucks are equipped with a so-called telematics box as standard. During the operation of the truck, the box constantly generates telematic data. These are transmitted

wirelessly to Jungheinrich. These data include forklift truck operation data (speed, position, lift, lower, operational status), the temperature of individual forklift truck components, the operating hours, fault log etc. Among other things, Jungheinrich uses this telematics data for the design of new rental models, invoicing purposes, technical development and remote services. The parties agree to the use of these telematics data by Jungheinrich or third parties with whom Jungheinrich cooperates. The deactivation of the telematics box can be recorded in a separate written agreement at the request of the Renter. A separate, written agreement is also required if the Renter wishes Jungheinrich to collect and process telematics data. The telematics box as described above does not collect or process personal data within the meaning of the GDPR, nor does it forward such data to Jungheinrich. If the Renter links the telematics data with other data that directly or indirectly identifies a natural person (e.g. the driver of a truck), this is the sole responsibility of the Renter.

#### **XVI. Intellectual property and confidentiality**

1. The Renter acknowledges that Jungheinrich remains the exclusive owner of all intellectual property rights relating to the Goods and/or Services and the name and logo under which they are provided by Jungheinrich, and undertakes not to make any claims in respect thereof.
2. The Renter will keep confidential and business information as well as know-how (including prices, discounts and/or specifications offered or agreed by Jungheinrich) of Jungheinrich strictly confidential during the term of the agreement and after termination thereof, and will not disclose the same to any third party in any form whatsoever without the prior written approval of Jungheinrich, and will only use the information known to the Renter of Jungheinrich for the execution of the agreement with Jungheinrich.
3. The Renter may not disassemble, decompile or reverse engineer any Goods, software or other accessories received from Jungheinrich.

#### **XVII. Termination**

1. In the event the Renter does not fulfil (one of) its obligations under the agreement, Jungheinrich may at any time, at the Renter's expense, take all protective measures it deems necessary to remedy the Renter's negligence.
2. Jungheinrich is entitled to terminate the Rental Contract by registered letter by operation of law and without prior notice of default and, if necessary, to demand the return of the delivered Goods:
  - a. in case of bankruptcy, the commencement of judicial reorganisation proceedings, liquidation or serious degradation of the Renter's creditworthiness, who undertakes to notify Jungheinrich in writing in the aforementioned cases;
  - b. in case the Renter has not paid two (2) months' rent by the relevant due dates;
  - c. in case the Renter is in breach of its obligations under the Rental Contract (in particular the obligations described in articles VI., VIII., IX. and X. of these General Rental Terms and Conditions), after the Renter has been given the opportunity in writing by Jungheinrich to remedy the breach within a period of eight (8) days and fails to do so.
3. In such cases, cancellation will take effect on the first day following the date of dispatch of the registered letter confirming cancellation.
4. In the event of cancellation, Jungheinrich's claims, including those for compensation for additional hours, as stipulated in

article VII.8. of these General Rental Terms and Conditions, will become due immediately.

5. When a Rental Contract is terminated by the Renter or cancelled on the Renter's behalf as stipulated in paragraph 2 of this article, the Renter undertakes to pay a severance fee within eight (8) days. Jungheinrich will be entitled to a severance fee at the expense of the Renter, which will be calculated on the basis of the residual debt of the Goods (if applicable, reduced by the trade-in value of the Goods) and will be increased by a severance percentage of 10% of the residual debt. The above applies without prejudice to Jungheinrich's right to claim greater compensation if the actual damage is greater.
6. On termination of the Rental Contract, the Renter will, at its own expense and risk, within 24 hours after the last day of the agreement, make the Goods available at the Renter's premises in a clean and proper condition — except for normal wear and tear - in accordance with Jungheinrich's instructions. Unless expressly agreed otherwise, Jungheinrich will, at the expense and for the account of the Renter, take care of the disassembly (to the extent necessary) and transport of the Goods.
7. In the absence of immediate return of the Goods by the Renter on the due date pursuant to cancellation of the contract, the rent will remain due until the date the Goods are made available for collection by Jungheinrich in good condition and ready for operation. In addition, the Renter will continue to bear full responsibility for the Goods until they are collected by Jungheinrich.
8. Upon return of the Goods, Jungheinrich will prepare a damage report in accordance with the "Scratch catalogue" document ([Appendix 4](#)). All repairs that prove to be necessary and that are not the result of normal wear and tear and old age will be charged to the Renter. The Renter is also obliged to pay for any missing accessories.
9. Should Jungheinrich and the Renter not agree on the condition of the Goods upon return, an independent expert will be enlisted to inspect the Goods. Both Parties will bear half of the costs of this inspection.
10. At the expense of the Renter, Jungheinrich may remove or repair any damage and/or changes and/or significant soiling to or of the Goods for which Jungheinrich has not given its express written approval. The Renter is liable vis-a-vis Jungheinrich for all resulting damage and costs.
11. The Renter is obliged to do the following when returning the Goods:
  - a. in case of Rental of an electric truck: charge the battery;
  - b. in case of Rental of a thermal truck (powered by gas or diesel): return the Goods with a full diesel tank or full gas bottle, failing which Jungheinrich reserves the right to charge either the missing number of litres of diesel or the value of a gas bottle at the market price;
  - c. in case of Rental of a truck with an exchangeable gas bottle: return the truck with a gas bottle, failing which Jungheinrich reserves the right to charge the value of the lost packaging.
12. If the Renter fails to fulfil the obligations in paragraph 11, Jungheinrich is entitled to recover the costs from the Renter. These costs will be included in the damage report referred to in paragraph 8.

#### **XVIII. Applicable law and jurisdiction**

1. The legal relationship between the Parties, these General Terms and Conditions of Rental and the agreements will be governed by the laws of Belgium. The United Nations Convention on Contracts for the International Sales of Goods (CISG) and the provisions of private international law will not apply, to the extent permitted by the applicable law.
2. The parties will endeavour to resolve any differences of opinion or disputes amicably. If this is not possible, it is agreed that the courts of Leuven will have exclusive jurisdiction over all disputes between the Renter and Jungheinrich.

#### **XIX. Final provisions**

1. These General Terms and Conditions of Rental - Financial Services and the agreement between the Parties cannot be amended or modified, unless agreed in writing and signed by the Parties.
2. The nullity of any provision of these General Terms and Conditions of Rental - Financial Services will not affect the validity of the remaining provisions of General Terms and Conditions of Rental - Financial Services and will not lead to the nullity of these provisions. The Parties undertake to replace the null and void clause(s) with a legally valid clause or clauses that correspond to the original intention of the Parties and the spirit of the agreement or come as close as possible to it.

#### **Jungheinrich NV / SA**

Esperantolaan 1 - Haasrode Research Park 1105  
3001 Leuven (Heverlee) - Tel: +32 (0)16 39 87 11  
www.jungheinrich.be - RLE Leuven - BE 0415.997.465