

GENERAL TERMS & CONDITIONS OF RENTAL

1. DEFINITIONS

- 1.1 **"Service Provider"** means Jungheinrich Lift Truck India Private Limited as the which expression shall include its successors in title.
- 1.2 **"Customer"** means the person or entity whose rental order for the Equipment (as defined in clause 1.5 below) is accepted by the Service Provider, whether or not expressly referred to in other documents of sales, purchase invoices or delivery notes issued by the Service Provider or the Customer.
- 1.3 **"Offer"** means the Service Provider's offer exclusively made to the Customer, offering to provide rental services of the Equipment. The Offer shall be valid if only a period of acceptance (validity period) is specified and is signed by authorised manager or director of the Service Provider.
- 1.4 **"Contract"** means the agreement made between the Service Provider and the Customer and referred to in clause 2.1 herein for the rental of the Equipment.
- 1.5 **"Data Principal"** has the meaning ascribed to it in the Digital Personal Data Protection Act, 2023.
- 1.6 **"Equipment"** the Service Provider's property, and shall include any equipment, machine, or part thereof and any attachments or fittings or replacements or any other thing rented under this Contract.
- 1.7 **"Personal Data"** has the meaning ascribed to it in the Digital Personal Data Protection Act, 2023.
- 1.8 **"Rules and Regulations"** means any written laws, legislation, regulation, by-law, or other similar instrument, including any amendment thereto or re-enactment or replacement thereof.
- 1.9 **"Office Hours"** means 08:15 AM to 06:00 PM (IST), Monday to Friday.
- 1.10 **"Rental Fee"** shall be the rate of rental for the Equipment as provided in the Offer and subject to the provisions of these Terms and Conditions.
- 1.11 **"LTR-contract"** means the Contract with a term of more than 12 months.
- 1.12 **"STR-contract"** means the Contract with a maximum contract term of 12 months.
- 1.13 **"Terms & Conditions"** means this General Terms & Conditions of Rental.
- 1.14 **"Parties"** means the Service Provider and the Customer.

2. ACCEPTANCE

- 2.1 The signed Offer by the Customer or the order, in any form of communication for the supply of the Equipment shall be construed and deemed as an express acceptance of this Terms & Conditions and all the following together shall be known as the "Contract";
 - I. The Offer;
 - II. Annexures to the Offer concerning technical specifications, scope of services, and specific commercial terms; and
 - III. This Terms & Conditions.
- 2.2 Any variations or purported variations of these Terms and Conditions, including those stated in the Customer's order, shall be deemed to be of no effect unless otherwise agreed in writing by an authorize representative of the Parties.
- 2.3 In case individual terms of the Contract should become partly or wholly invalid due to any Rules and Regulations, and if no mutual agreement concerning such replacement can be reached, the Service Provider shall have the option to either accept the invalidation thereof and keep the remainder terms of the Contract in force or be entitled to terminate the Contract by written notice to the Customer.

3. PRICE REVISION

The Rental Fee may be reviewed maximum once in a calendar year or at any appropriate time during a rental period following good faith negotiations between the Parties if there are any material changes in circumstances, including but not limited to the leasing volume, actual operating hours used, service and maintenance packages, inflation, significant fluctuations in raw material prices, transport cost, etc. Any changes in the Rental Fee must be mutually agreed in writing by the Parties.

4. DELIVERY AND COMMENCEMENT OF RENTAL

- 4.1 Subject to the other provisions of the Contract, the Service Provider shall supply and deliver the Equipment in good working order and properly maintained conditions at the deployment location stated in the Offer.
- 4.2 The rental period and the Rental Fee shall commence on the delivery date unless otherwise stated in the Offer and specified in the rental delivery note.
- 4.3 Unless notification to the contrary is received by the Service Provider within 48 hours of delivery to the deployment location, the Equipment shall be deemed to have been delivered in good working order. Responsibility for loss or damage to the Equipment is accepted by the Customer from the time the Equipment is delivered to the deployment location until it is removed from the deployment location by, or on the instructions of the Service Provider. This responsibility will also apply whilst the Equipment is on the deployment location during any period prior to the commencement of the rental period or after its termination whilst the Equipment is awaiting collection or re-delivery to the Service Provider.

5. MAINTENANCE AND REPAIR

5.1 The Service Provider's Obligations

- 5.1.1 The Service Provider shall carry out and provide all necessary repairs and replacements that are the result of fair wear and tear as quickly as reasonably possible.
- 5.1.2 Unless stated otherwise in the Offer, the rental of Equipment includes the following services which will be carried out by the Service Provider as per its schedule, and included all labour and travelling costs during Office Hours:
 - (i) All inspection and preventive maintenance services based on the manufacturer's checklist, manual and instructions, provided that the Service Provider is entitled to change the scope and interval of such services according to the conditions of use and the Equipment's condition;
 - (ii) Repairs and replacements of worn-out parts using original spare parts or those highest equivalent;
 - (iii) Replacement of tyres/wheels due to normal wear and tear if necessary. This replacement should not exceed one (1) set a year on per truck basis. All additional replacement of tyres/rollers subsequently will be charged to the Customer accordingly;
 - (iv) Safety check as per local/national Rules and Regulations;
 - (v) Providing a daily check template upon request of the Customer.
- 5.1.3 The Service Provider shall be entitled to and have the right to replace the Equipment with an equipment of similar or higher specification, as the Service Provider may in its sole discretion decide during the rental period, without being liable to the Customer for any such replacement.

5.2 The Customer's Obligations

- 5.2.1 The Customer shall forthwith notify the Service Provider within 24 hours and in writing if the Equipment breaks down or fails to work properly or if any repairs or replacements are necessary.
- 5.2.2 The Customer shall not repair, alter, or make replacements of any part, and install any accessory or attachment to the Equipment unless authorised to do so by the Service Provider in writing. Any parts replaced, accessory or attachment installed by the Customer shall forthwith become the property of the Service Provider and part of the Equipment unless otherwise agreed in writing.
- 5.2.3 The Customer shall allow the Service Provider or its accredited representatives or its insurers' representatives to have access to the Equipment to inspect, test, adjust, repair, maintain or replace the Equipment. The Service Provider will inform the Customer in advance.
- 5.2.4 The Customer shall bear the cost of all consumables necessary for the operation and general maintenance of the Equipment such as: fuel, electricity and battery distilled water.
- 5.2.5 Except for those that are in the Service Provider's scope of services, the Customer shall carry out daily checks, general cleaning and maintenance to ensure that the Equipment is properly maintained and in proper working condition. The correct level of distilled water in the battery shall be maintained. The Customer shall keep the checking record and allow the Service Provider to access it if required.
- 5.2.6 The Customer shall provide a safe and suitable place and working environment, including allowing the Service Provider to use necessary facilities in the Customer's premises, for the Service Provider to carry out its repair and maintenance obligations herein.

- 5.2.7 The Customer shall ensure that the Equipment will be available for a sufficient period of time for the Service Provider to carry out preventive maintenance, repair, or replacement, and sign the service report upon completion of such service as requested by the Service Provider.

6. THE CUSTOMER'S LIABILITY FOR LOSS OR DAMAGE TO THE EQUIPMENT

- 6.1 The Equipment shall be at the sole risk of the Customer from the moment of delivery to the deployment location whether on or before the date fixed for the commencement of the rental period until it is removed from the deployment location by or on behalf of the Service Provider whether on or after the date of expiry of the period of rental or any extension thereof.
- 6.2 The Customer will indemnify the Service Provider against all loss or damage to or destruction of the Equipment during the period of which the Equipment is in the Customer's possession as referred to under Clause 6.1 above from whatever cause the same may arise attributable to the Customer, its employees, agents, end customer, supplier, and contractor, including but not limited to for the loss or damage to or destruction of the Equipment caused by:
- (i) Misuse or mishandling;
 - (ii) Accident;
 - (iii) Failure or neglect to make reasonable due care and maintenance over the Equipment;
 - (iv) The use of the Equipment to carry out tasks for which is not designed for or over its capacity, e.g. carry overload, use lifting truck for pushing or pulling object, etc.;
 - (v) The Equipment is exposed to harmful environments when it is not manufactured for such purpose, e.g., using it in a corrosive environment, use indoor Equipment outdoor, use on an uneven or unsuitable floor, etc.;
 - (vi) The use of Equipment without a cooling time gap between shifts or exceeding the agreed maximum operating hours;
 - (vii) Any other cause or event whether with or without the Customer's fault, where the Customer fails to use a reasonable effort or take reasonable steps to suppress or prevent the loss or damage to or destruction of the Equipment, e.g., fails in moving the Equipment going to be endangered by fire or flood out of that area, etc.
- 6.3 The remedies expressly provided in the Contract are in addition to any other remedies available to the Service Provider at law or in equity.

7. PAYMENT

- 7.1 Unless otherwise set out in writing and accepted by the Parties, the Service Provider shall render invoices at the beginning of each month for the Equipment on hire during that month. The Service Provider shall also when applicable render invoices at any time for other payments that may be due to the Service Provider under the Terms & Conditions herein.
- 7.2 Unless otherwise set out in the Offer, the Customer shall pay all invoices rendered by the Service Provider within 30 days of the date of such invoice. Interest as set out in clause 7.3 below shall accrue on any and all payments not made within the said 30 days.
- 7.3 The time for payment of all sums due from the Customer to the Service Provider shall be of the essence of this Contract. The Customer shall pay interest on all outstanding sums due and owing to the Service Provider at the rate of 1.5% per month, calculated from the due date till the date of payment.
- 7.4 Any taxes or changes to the tax structure or change in tax percentage during the course of the Contract levied by the Government will be paid by the Customer.
- 7.5 The Rental Fee shall continue to be charged during any stoppage whether or not the Equipment is returned to the Customer and whether or not a replacement of the Equipment is supplied for the period of the stoppage save that by agreement between the Parties. The Service Provider may give credit against the Rental Fee upon request by the Customer for any stoppage due to a breakdown of the Equipment caused by an inherent fault notified by the Customer under Clause 5.2.1. where a temporary replacement equipment is not supplied, and if there's no Rental Fee overdue.
- 7.6 The Customer represents and warrants that normal operating hour of the Equipment the Customer intended to use

which was the Customer represented and informed to the Service Provider prior to the date of the Contract shall be material condition for assessing and specifying the Rental Fee. Where the agreed maximum operating hours for the use of the Equipment provided for and set out in the Contract is exceeded, the Customer shall pay for all such excess hours on a pro-rata basis.

8. OWNERSHIP

- 8.1 The Equipment shall remain the sole and absolute property of the Service Provider.
- 8.2 The Service Provider will make the Equipment identifiable with an internal rental number (R Number), which shall not be removed by the Customer.
- 8.3 The Customer shall not remove, mutilate, obscure, obliterate or otherwise interfere with any markings on or plates affixed to the Equipment whether the same be for the purpose of identification or other whatsoever.

9. SUBLETTING

The Customer shall not without the written consent of the Service Provider, assign, sub-let, mortgage, charge, pledge, part with possession of or otherwise deal with the Equipment.

10. HANDLING OF EQUIPMENT

- 10.1 After delivery to the deployment location, the Equipment shall be under the responsibility, direction, control, and care of the Customer only. The Customer is fully responsible to the Service Provider for the use and keeping of the Equipment, in places for which it is safe and suitable, for his own business, in a skilful safe, workmanlike manner and in accordance with all the Rules and Regulations, and comply with the Equipment's manual, the Service Provider's instructions or requirements.
- 10.2 The Customer shall prevent and not allow any unauthorized usage of the Equipment by untrained or uncertified personnel. The Customer shall assign a trained operator to operate the Equipment in a safe and proper manner. The operator shall participate in the product orientation if agreed and provided by the Service Provider during the Equipment delivery and handover process. The Customer is responsible to ensure that the operator holds a valid forklift license for all counterbalance models.
- 10.3 The Customer shall not use, cause or permit any other person to use the Equipment on any public road without having first obtained the consent in writing from the Service Provider and where such consent is given the Customer shall ensure that all applicable Rules and Regulations are complied with including obtaining and having in place at the Customer's costs adequate insurance for the use of the Equipment on public roads.
- 10.4 Where the Service Provider agreed to provide an operator to operate the Equipment on behalf of and for the Customer, the Service Provider shall ensure that such an operator shall be properly trained and perform services with diligence care. The Service Provider shall, at its discretion, be entitled to provide operator services through a third-party contractor and will have the right to change/replace/omit the deployed operator. The Customer must provide safe and suitable working environments and basic infrastructure for the operator deployed by the Service Provider. Except for the damage directly caused by the operator deployed by the Service Provider within the course of operation, the Service provider will not be responsible for any personal error or omission of such an operator and any act instructed by the Customer which in turns fetches any violation of the Rules and Regulations or caused damage to the Customer or any person.

11. LOCATION OF EQUIPMENT

The place where the Equipment is delivered will be the only location that the Customer can use and keep the Equipment. The Customer shall not move nor permit the Equipment to be moved from the deployment location specified in the rental delivery document without the Service Provider's prior consent in writing. Any consent given by the Service Provider will be without prejudice to all the other obligations of the Customer under this Contract, the Customer shall bear the Equipment relocation cost. Additional transport charges may apply in case of relocation.

12. TERMINATION AND EXPIRATION

- 12.1 In all cases of fixed term contract, the Contract will end at the expiration date.
- 12.2 The Customer shall be entitled to terminate the Contract in whole or in part prematurely before the expiry of the fixed term or the lock-in period without cause by giving a prior written notice to the Service Provider and shall pay

to the Service Provider a cancellation charges equal to 50% of the total Rental Fee for the remaining rental period of each such Equipment to be terminated.

- For LTR-Contract, a written notice must be given not less than 90 days.
- For STR-Contract, a written notice must be given immediately at any time.

Except that nothing herein shall limit any other remedies available to the Service Provider hereunder or at law.

12.3 Without prejudice to the other provisions of the Contract should the Service Provider rescind the Contract if Customer:

- (i) fail to make payment of the Rental Fee as detailed in Clause 7.2 hereof; or
- (ii) fail to observe and adhere to any of the terms and conditions of the Contract; or
- (iii) do or cause to be done, permit or suffer anything whereby the Service Provider's rights in the Equipment are prejudiced or put into jeopardy; or
- (iv) commit any act of bankruptcy or have a receiver or judicial manager appointed or make any arrangement or composition with its creditors, or being a company go into Judicial Management, liquidation whether compulsory or voluntary; or
- (v) suffer any distress or execution upon his property; or
- (vi) use the Equipment for other purpose not intended under the Contract or use the Equipment in manner or conditions which in the opinion of the Service Provider are unfit for its safe operation and/or likely to result in damage to the Equipment or use the Equipment in a manner that violates any Rules and Regulations, or use the Equipment in connection with illegal activities or items.

12.4 If the Service Provider breach any material terms and provisions of the Contract and cannot rectify or ignore to give the Customer an appropriate rectification measure to cure such breach within 30 days upon receiving a written notice from the Customer, the Customer shall be entitled to terminate the Contract without being liable to pay a cancellation charges set out in Clause 12.2.

12.5 When the Contract is terminated by any cause or event, the Customer shall pay the Service Provider all Rental Fee then accrued and due, and a cancellation charge set out in Clause 12.2 (if any). Such payments shall become immediately due on the date of the termination of the Contract, and the interest rate set out in Clause 7.3 shall apply for the delay in payments.

13. RETURN OF THE EQUIPMENT

Upon the expiry or termination of the Contract or any extension thereof,

- 13.1 the Customer shall make the Equipment available to the Service Provider in the same condition as upon delivery according to the commissioning report (fair wear and tear excepted) to be removed from the deployment location by the Service Provider. For definitions of conditions of the Equipment to be returned refer to Jungheinrich Guideline "Return Condition For Rental Equipment" which shall be provided to the Customer upon request; and
- 13.2 the Customer shall continue to accept full responsibility and liability as set out in the Contract until it is collected. Without prejudice to the other provisions of the Contract, it shall be lawful for the Service Provider to enter any premises or site where the Equipment may be located to seize and remove the Equipment, and the Customer must cooperate or facilitate the Service Provider in doing so; and
- 13.3 in the event that the Customer fails to return the Equipment and continues to occupy the Equipment, and the Service Provider raises no objection, the Contract shall be deemed to continue on a monthly basis until the Equipment is returned. In the event of such deemed continuance of the Contract, same terms and conditions of the Contract will apply, and the Service Provider will continue charging the Customer and will be at liberty to revise the Rental Fee upwards or terminate such Contract at any time, and the Customer shall provide any related document, including but not limited to a purchase order to facilitate continuous payment. The same shall apply if the Equipment cannot be removed from the Customer's premises owing to an industrial dispute (including but not limited to strikes and lockouts) affecting the Customer or such premises.

14. LIABILITY AND INDEMNITY

- 14.1 The Customer shall be fully liable to the Service Provider for any breach of the Contract.
- 14.2 The Customer accepts all liability and responsibility in respect of and shall indemnify the Service Provider against all third party claims and losses howsoever arising in respect of damage to or loss or destruction of any property or in respect of the personal injury or death of any person in any way caused by or relating to the Equipment or its use (including but not limited to the payment of all damages, costs and charges in connection therewith) except

- insofar as the damage loss destruction injury or death directly results from the negligence of the Service Provider.
- 14.3 The Service Provider shall not be liable to the Customer for any consequential or indirect loss or damage (including loss of revenue, profits or business) arising out of any accident or damages howsoever caused.
- 14.4 To the extent permitted by law, the Service Provider's entire liability under the Contract, whether in contract, tort, or otherwise, and concerning any Equipment shall not exceed the total three months' Rental Fee of such Equipment relating directly to the claim.

15. FORCE MAJEURE

The Service Provider is entitled to defer the delivery of the Equipment or to reduce the number of Equipment ordered or to cancel or terminate the Contract without being liable to the Customer, if the Service Provider is prevented from or delayed in the carrying on of its business due to circumstances beyond their reasonable control or by events of force majeure. Events of such force majeure shall include but not limited to acts of God, war, riot, fire, explosion, accident, flood sabotage, pandemic, lockdowns as ordered by authorities or government, inability to obtain fuel, power, raw material, labour, containers or transportation facilities, breakage or failure of machinery or apparatus, governmental law, regulation, order or action, national defence requirements or any other event beyond the reasonable control of Service Provider or in the event of labour disputes, strike, lockouts, or injunction, any of which events prevent the manufacture or dispatch of a shipment of the Equipment or a material which the manufacture of the Equipment is dependent. If due to such event the Service Provider is unable to supply part or all of the Equipment contracted under the Contract, the Service Provider shall not be liable to the Customer or be deemed to be in breach of the Contract and shall be exempted to such extent from its obligations with respect to the particular delivery upon giving prompt notice of such event to the Customer, but the Contract shall otherwise remain in force.

16. INSURANCE

- 16.1 The Service Provider shall be solely responsible for obtaining adequate insurance for the Equipment and the sole name of the Service Provider would be mentioned as the insured on the insurance policy document. In case the loss or damage caused to the Equipment is attributable to the Customer, its employees, agents, end customer, supplier, and contractor, the Customer shall indemnify the Service Provider for an excess/a deductible at the rate or sum set out in the Service Provider's insurance policy document and any shortfall amount between a sum the Service Provider receives under such insurance policy and the actual loss or damage incurred, provided that if the actual loss or damage is lower than an excess/a deductible, the Customer shall fully indemnify the Service Provider for such loss or damage in full.
- 16.2 The Customer fully acknowledges and agrees the Service Provider's insurance is made available solely for Service Provider's interest and it's at a sole discretion of the Service Provider to exercise its rights hereunder for seeking compensation and remedies directly from the Customer or from the insurer. The coverage and benefit of the insurance the Service Provider might have and any compensation the Service Provider may receive from such an insurance shall not be deemed to release the Customer from any of its responsibilities and obligations under the Contract.
- 16.3 Either party, at its own cost, shall effect and maintain sufficient and suitable insurance in respect of its liability to the third party relating to the Equipment or its use hereunder.

17. ENTIRE AGREEMENT

- 17.1 The entire agreement between the Parties with respect to renting of the Equipment and its delivery is contained in the Contract and all previous understandings, agreements, representations or warranties, expressed or implied which are not expressly contained in the Contract are superseded.
- 17.2 The Terms & Conditions likewise apply to all future transactions with the Customer regarding the products listed in the Offer and signed by the Customer, and any purported terms and conditions made referenced to or incorporated or alluded to within any purchase order or other document issued by the Customer relating to this Contract or the Equipment shall have no effect and shall not bind the Service Provider.
- 17.3 In the event of any inconsistency between any document and the Contract, The Contract shall prevail. The amendment of the Contract may only be valid upon the written consent of the Parties.

18. GOVERNING LAWS

Any disputes arising from or in connection with the Contract including its validity shall be governed by and construed

in accordance with the laws of the Republic of India, excluding any conflict of laws principle that would refer to the laws of another jurisdiction.

19. ARBITRATION

Any dispute arising out of or in connection with the Contract or the Terms & Conditions or any matters described hereunder, including any question regarding its existence, validity, interpretation or termination, whether or not during the term of the Contract or thereafter and whether before or after any termination of the Contract, shall be referred to and finally resolved by arbitration in the Republic of India in accordance with the applicable Arbitration & Conciliation Act, 1996 and Arbitration Rules thereunder for the time being in force, which rules are deemed to be incorporated by reference to this clause. The tribunal shall consist of a sole arbitrator and the language of the arbitration shall be in English. The seat for Arbitration shall be Mumbai, Maharashtra, the Republic of India.

20. No Re-Export to Russia

The Customer shall not directly or indirectly sell, export or re-export any of the Service Provider's products to the Russian Federation or for use in the Russian Federation. The Customer shall maintain an appropriate monitoring mechanism and ensure all downstream parties fully comply with this clause. Any breach shall entitle the Service Provider to terminate the Contract by written notice and to claim damages and liquidated damages of 30% of the total Contract value or the price of the exported Service Provider's product whichever is higher. The Customer shall promptly report any irregularities or activities that may undermine this clause and provide the requested compliance information within two weeks of the Service Provider's request.

21. Telematics Data (if applicable)

Service Provider's Equipment may be equipped with telematics box which collects, generates and processes operational and environmental data, including metadata, during vehicle operation ("Telematics Data"). To the extent such Telematics Data does not constitute Personal Data, the Customer grants the Service Provider, its affiliates, and authorised sub processors the right to process such Telematics Data for safety, maintenance, support, quality control, product and service improvement.

22. Fleet Management Solutions (if applicable)

22.1 If the Customer subscribes to Jungheinrich's Fleet Management Solutions ("FMS"), the Customer is required to enter into a Data Processing Agreement ("DPA"). Access is provided on a software-as-a-service basis. The Customer authorises the Service Provider to process Personal Data of its employees and authorised users in the course of providing the FMS services. This processing is governed by the DPA at [<https://tinyurl.com/4h3zr9j4>], which is incorporated into these Terms & Conditions. The Customer acknowledges that it has reviewed and understood the DPA and expressly agrees to be bound by its terms. The Customer expressly consents to the collection, use, processing, storage, and disclosure of Personal Data by the Service Provider in accordance with these Terms & Conditions and the DPA. In the event of any conflict relating to data protection matters, the DPA shall prevail.

22.2 The Customer is solely responsible for ensuring the lawfulness of any Personal Data processed in connection with the FMS, including obtaining all necessary consents or relying on other valid legal bases under the Digital Personal Data Protection Act 2023 ("DPDPA"), and implementing appropriate measures in its internal relationships with employees and authorised users. This includes providing to the relevant Data Principals (including the Buyer's employees, drivers and authorized users) a clear, standalone and itemised data privacy notice in English or any of the 22 languages specified in the Eighth Schedule to the Constitution of India, as may be preferred by the Data Principals and obtain their explicit consent. The Customer warrants and confirms that any Personal Data provided to the Service Provider has been collected lawfully and that all required consents (where applicable) have been validly obtained prior to such provision and are free, specific, informed, unconditional, unambiguous, and given through a clear affirmative action, or that the Customer otherwise has a valid legal basis under the "Legitimate Uses" provisions of the DPDPA. The Customer shall indemnify and hold the Service Provider, its affiliate and sub-processors harmless against claims or penalties arising from the Customer's breach of data protection obligations or misuse of the FMS.