

# Rental Conditions of Jungheinrich Nederland B.V.

## General

1. These Rental Conditions of Jungheinrich Nederland B.V. (Jungheinrich) apply to the Rental Agreement. The General Rental Conditions adopted by the Dutch Association of Manufacturers of and Dealers in Construction Machinery, Warehouse Fitting, Road Building Machinery and Means of Transport ('BMWTT'), based in The Hague, deposited at the Chamber of Commerce under number 40407394 on 25 March 2020 (hereinafter BMWTT Rental Conditions) also apply to the Rental Agreement with the Hirer. The above conditions are available (and can be downloaded) via Jungheinrich Nederland B.V.'s website using the link: [www.jungheinrich.nl/leveringsvoorwaarden](http://www.jungheinrich.nl/leveringsvoorwaarden). Upon first request we will send you a copy of these conditions.

2. In the event of any conflict or inconsistency between the conditions mentioned under 1., the Rental Conditions of Jungheinrich Nederland B.V. shall prevail at all times over the BMWTT Rental Conditions.

3. If and insofar as there is a(n) (international) Framework Agreement between Jungheinrich and your company in which the rental of forklift and warehouse trucks is regulated, the provisions therein shall prevail over these 'Rental Conditions of Jungheinrich Nederland B.V.' and the 'BMWTT Rental Conditions'.

4. These Rental Conditions of Jungheinrich Nederland B.V. will come into effect as per June 2026.

## 1. (Rental)prices and rates

1.1 All (rental) prices and rates mentioned in quotes and/or agreements are exclusive of: VAT, transport and fuel costs and are based on an average use of up to 100 hours per month. In case of additional use a settlement will follow afterwards.

1.2 Small (daily) maintenance work during use are not included in the rental price. The Hirer must perform this maintenance work to make sure that the Rental Item stays in good and workable condition. In addition to what is included in article 8.1c BMWTT Rental Conditions, small (daily) maintenance is also understood as checking the brakes, the controls, the wheels, the (contents and condition of) the battery and the cleaning of any reach tracks, wheels and other contaminated parts of the vehicle.

## 2. Acceptance of the rental contract

2.1 The Rental Agreement is concluded by acceptance of the Lender's offer by the Hirer. After acceptance, the Hirer will receive a Rental Agreement that the Hirer must return to the Lender as soon as possible, signed by an authorized person from Hirer's organization.

2.2 If a purchase reference and/or purchase order (PO) number needs to be included on invoices and/or other correspondence from the Lender to the Hirer, the Hirer must inform the Lender of this at the latest upon acceptance/signature of the rental contract, failing which the Hirer can no longer invoke the absence of purchase references and/or P.O. numbers on invoices and/or other correspondence.

2.3 In the event of an order, the Lender is obliged to assess the creditworthiness of the Hirer. The Lender reserves the right to make different payment arrangements with the Hirer or to reject the rental order in response of the outcome of the assessment of the creditworthiness.

## 3. Invoicing and payment

3.1 Invoicing will take place at the end of the month or immediately after the rental period.

3.2 Payment within 14 calendar days after invoice date.

3.3 If concluded, the Hirer must have paid the first installment before the Lender will make the Rental Item available to the Hirer.

## 4. Indexation

4.1 The Lender reserves the right to index the rental price as of January of each year during the period of the Rental Agreement. This indexation depends on the developments within the Collective Labour Agreement for Metal & Technology, wage adjustments, increased commodity prices and CBS indices.

4.2 The rental price will not be changed if an indexation of the rental price leads to a lower rental price than the last applicable price.

4.3 An indexed rental price is due and payable, even if no separate notification is made to the Hirer of the adjustment.

4.4 The Lender reserves the right to index the transport costs incurred when collecting the Rental Item if the costs for the transportation of the Rental Item are higher than the costs that the Lender took into account at the beginning of the Rental Agreement.

## 5. Insurance

5.1 Civil Liability Insurance (Motor Vehicles) Act (Wet Aansprakelijkheidsverzekering Motorrijtuigen) hereinafter: "W.A.(M)"

a. The Rental Item is insured for W.A.(M.) by Lender.

b. The excess for the Hirer is € 1,250.00 per claim for material damage and € 2,500.00 per claim for bodily injury.

c. The W.A.(M) insurance taken out by the Lender complies with the requirements of the Civil Liability Insurance (Motor Vehicles) Act.

d. The maximum W.A.(M)-cover is equal to the statutory minimum insured amounts for motor vehicle liability.

e. The W.A.(M) cover does not include:

- (i) damage to buildings and/or goods that the Hirer possesses or of which the Hirer is the owner, user, Hirer, owner-occupant or tenant;
- (ii) damage to the driver of the Rental Item;
- (iii) damage as a result of improper (Dutch: 'oneigenlijk') use of the Rental Item;
- (iv) damage caused by a driver who is not in the possession of a valid operating certificate at the time of the damage-causing event.
- (v) damage caused on 'airside' (the airside area of an airport), meaning the part of an airport accessible for aviation activities, including but not limited to runways, taxiways, aircraft parking stands, and aprons.

f. Risks not covered by the W.A.(M)-insurance (including the policy excesses stated under article 5.1 paragraph b) shall be at the risk and expense of the Hirer.

g. The Hirer shall report all damages to the Lender without delay and, in any event, within 24 hours and subsequently confirm those damages in writing by means of the thereto designated claim form. The Lender and/or insurer reserves the right to not deal with damage reported too late in accordance with the previous sentence.

h. Reclamations and relevant documents shall be submitted by the Hirer to the claims department of the insurance broker.

i. The Lender shall be entitled to pass on any insurance premium increase and other insurance costs regarding the Rental Item to the Hirer by way of the rental. In the event that the insurer in view of the claims experience or for whatever other reason alters the premium and/or policy excess and/or policy conditions, that/those alteration(s) shall equally be applicable to the rental contract as from the moment at which alteration is affected.

5.2 The Hirer is obliged to inform the Lender in writing beforehand if the Rental Item is going to be used: i) on the site of an airport or for work activities on or in the vicinity of aircraft and/or related objects; ii) for work activities involving (possible) exposure to asbestos or toxic substances. Upon return of the Rental Item the Hirer will provide a written declaration by a certified expert that the Rental Item is free from (any residue of) asbestos or toxic substances, in absence of which the Hirer will be held liable for all costs and damages involved with cleaning of the Rental Item.

## 5.3 All-Risk (Full Comprehensive) insurance

a. The Hirer is recommended to take out an All-Risk insurance against damages (Full Coverage Insurance) for each Rental Item.

b. The Hirer indemnifies the Lender for any consequences of not taking out an All Risk insurance for the Rental Item.

c. The Hirer must report damage to the Rental Item in writing to the Lender within 24 hours.

5.4 In the event of damage to the Rental Item, the Lender is authorized to charge two (2) weeks additional rent, without prejudice to the Lender's right to claim full compensation from the Hirer in addition to the two weeks extra rent.

## 6. Delivery and Provision

6.1 The term specified in article 5.1 of the BMWTT Rental Conditions amounts to five (5) working days, contrary to the term specified in the article.

6.2 The term specified in article 5.3 of the BMWTT Rental Conditions amounts to five (5) working days, contrary to the term specified in the article.

## 7. Commissioning

Upon delivery of forklifts, Warehouse trucks and related equipment the Lender will provide brief user instructions. Assembly and disassembly of accessories provided by the Hirer and/or (RF) devices are not included, unless otherwise stated in the Lender's quote and/or the agreement. If necessary, these activities can be carried out on the basis of subsequent calculation at the applicable rates. Assembly materials to be supplied by Jungheinrich Nederland B.V. (such as mounting brackets, cabling, inverter) will be charged on the basis of purchase.

## 8. Use

Changing the connection of the rectifier(s) of the electric trucks to the mains supply must be carried out by a qualified person.

## 9. Aerial work platforms (AWP)

In the event of rental of aerial work platforms, the following provisions also apply, which in that case will prevail over the provisions of articles 1 to 7 and 9 of these terms and conditions:

9.1 The Hirer must ensure that only properly trained and experienced operators and technicians use, operate or carry out the daily maintenance of the Rental Item, and that the Rental Item is operated within the limits of safe operation in accordance with all applicable working conditions legislation and other applicable health and safety legislation.

9.2 The Hirer is obliged to inform the Lender immediately but no later than within 24 hours in writing if he discovers or could have discovered any defect or damage to the rented Rental Item.

9.3 The applicable excess of the W.A. (M) insurance is € 2,500.00 per claim.

9.4 Contrary to the notice period as referred to in Article 4 of these Rental Conditions, if no end date has been agreed for AWP's, the rent shall end after notification by the Lender, unless the Hirer has submitted a request for extension in good time and the Lender has agreed to it. Without such an agreement, the Hirer shall owe a daily fee equal to the fee for the agreed rental period up to and including the day on which the Lender has picked up the rented Rental Item.

9.5 All dates specified by the Lender for the delivery of the AWP's are indicative and non-binding. The Lender accepts no liability for damage and/or cost of any kind, in the event of a late delivery.

## 10. Load

The Lender accepts no liability for damage caused to the load. The Hirer is obliged to take out a load insurance.

## 11. Liability

The limitations of liability specified in article 13 of the BMWTT Rental Conditions are not applicable in the event of intent (Dutch: 'opzet') or wilful recklessness (Dutch: 'bewuste roekeloosheid') by the Lender's management or managerial subordinates belonging to the management;

## 12. End of Agreement

12.1 In all cases, a Rental Agreement with a term of less than six (6) months must be terminated with a notice period of at least one (1) working day and a Rental Agreement with a term of more than six (6) months must be terminated with a notice period of at least one (1) month.

12.2 If a Rental Agreement with a term of less than six (6) months is terminated earlier by the Hirer, the Lender is entitled to adjust the Rental Price with retroactive effect, as a higher price applies to rental agreements with a shorter term. This price increase becomes payable at the end of the Rental Agreement and can be charged by the Lender to the Hirer on one invoice at the end of the Rental Agreement. If the Rental Agreement runs longer than the agreed term, there will be no price adjustments.

12.3 At the end of the Rental Agreement, the Hirer will have the obligation to make sure that exactly the same Rental Item with the serial number that corresponds to the Rental Item with the serial number the Hirer has received upon commencement of the agreement, will be returned to the Lender at the end of the Rental Agreement of the relevant Rental Item.

12.4 If the Hirer wishes the Lender to collect the Rental Item from the Hirer's location at the end of the Rental Agreement, the Hirer shall contact the Lender to arrange an appointment for the return transport. In that case, the return transport shall be at the Hirer's expense and at the Lender's risk. However, if the Hirer returns the Rental Item itself to a location designated by the Lender, the return transport shall be at the Hirer's expense and risk.

## 13. Data Protection / Telematics Box

13.1 Each party is independently responsible for complying with applicable data protection laws and regulations. Lender has established a privacy policy that meets the requirements of the General Data Protection Regulation (GDPR). This privacy policy is (partially) available on Lender's website and can be requested from Lender.

13.2 Lender's trucks may be equipped with a so-called telematics box. During use of the Rental Item, the telematics box continuously generates anonymized truck data that cannot be assigned to a natural person ("telematics data"), and the data are automatically transmitted to the Lender. The generated data include information about the Rental Item's usage, such as lifting and lowering of the forks, driving behaviour, speed, position, operational status (on or off) and for instance the temperature of various Rental Item components, operating hours and error messages. The use of such telematics data by the Lender shall be governed by article 14.

13.3 The Hirer can arrange for the deactivation of the telematics box on an individual contractual basis. The Rental Agreement does not include an order from the Hirer for the Lender to collect or process the data on its behalf. Rather, a separate contractual agreement is required for this purpose.

#### 14. Product and Related Service Data (Data License)

14.1 During the use of Jungheinrich internal transport equipment or other connected products or services ("Product(s)") by the Hirer, various data related to the Product or environment of the Product will be obtained, collected, generated or otherwise processed by the Product, including metadata (so called "Product Data"). In the event that the Product is connected to a software, application, or another digital service provided or operated by the Lender (so called "Related Service"), the Related Service may obtain, collect, generate or otherwise process data representing the digitisation of user actions or of events related to the connected Product, including metadata ("Related Service Data"). The parties agree on the use and sharing of Product Data and Related Service Data as follows.

14.2 The Hirer agrees that the Lender may access, obtain, download or in any other way retrieve data from and send and store data to the Product. In the event that the Hirer grants natural persons access to the Product and the use thereof, e.g. Hirer's employees ("End Users"), the Hirer shall be responsible for obtaining the consent of the End User as required under applicable privacy laws. Non-compliance with this obligation shall be considered an attributable breach by the Hirer in the performance of the agreement of which these terms form part, and the Hirer shall be in default by operation of law without any notice of default being required.

14.3 The Lender and the Hirer agree that in context of these terms, the data holder within the meaning of Regulation (EU) 2023/2854 (Data Act) for all Product Data and Related Service Data is Jungheinrich Aktiengesellschaft, Friedrich Ebert Damm 129, D-22047 Hamburg ("Data Holder").

14.4 The Hirer grants the Data Holder the right to use the Product Data and Related Service Data that is non-personal Data for the following purposes to the extent permitted by applicable law: Performance of an agreement with Hirer or activities related to such agreement; monitoring and maintaining the functionality, safety, and security of the Product or Related Service to provide incident preparedness and incident response, troubleshooting, support, warranty or similar activities and related data analytics to perform such activities, including the detection and investigation of incidents and root causes; assess, defend, and/or enforce the Hirer's, Data Holder's or third party's claims related to the Product or Related Service; analyses and measurement of the effectiveness and use of the the Lender products and service, including statistical analyses, in particular for monitoring and maintaining the functioning, safety and security of a Product or Related Service and ensuring quality control; improving the functioning of any Product or Related Service offered by the Lender and/or the Data Holder including conducting quality control, predictive maintenance and offering support or warranty services; developing new features, functionalities and/or tools for the Products or Related Services by the Lender and/or the Data Holder, or by third parties acting on behalf of the Lender and/or the Data Holder; developing new products or services, either independently, collaboratively, or through special-purpose entities like joint ventures; billing and account management; compliance with applicable laws and protection and enforcement of the Lender's rights; aggregating Product and Related Service Data with other data or creating derived data, for any lawful purpose; and training of AI models, AI systems and machine learning features, whereby all data processing occurs exclusively within the Data Holder's infrastructure ("Data License").

The Data Holder does not use Product Data or Related Service Data to derive insights about the economic situation or assets of Hirer or in any other way or form that is detrimental to the legitimate interests of the Hirer.

14.5 The parties agree that the Data Holder is entitled to grant other legal entities within the Jungheinrich Group with a right to use non-personal Product Data and Related Service Data for the purposes defined in this article 14. 'Product and Related Service Data (Data License)'. The Data Holder is entitled to commission third-party vendors and suppliers or cooperation partners to use the Product Data and Related Service Data for the purposes specified in the Data License, provided that the Data Holder contractually binds the third parties not to further share the non-personal Product Data and Related Service Data received.

Notwithstanding the above, the Data Holder as well as, where permissible, third parties may use data processing services, such as cloud computing services, hosting services, or similar services, for their own account and under their own responsibility, for processing the Product Data and Related Service Data.

14.6 The Data Holder may only use, share with third parties or otherwise process any Product Data and Related Service Data that is personal data, if there is a legal basis provided for and under the conditions permitted under Regulation (EU) 2016/679 (GDPR) and, where relevant, Directive 2002/58/EC (Directive on privacy and electronic communications) or subject to any other applicable privacy laws.

The processing of personal data is governed by the data processing agreement agreed between the parties.

14.7 The Data Holder shall apply technical and organisational measures in order to ensure a level of protection appropriate to the risk of the processing of Product Data and Related Service Data with regard to confidentiality, integrity and availability, as well as sufficient resilience and security of the data processing systems that are reasonable in the circumstances, considering the state of science and technology, potential harm suffered by the Hirer and the costs associated with the protective measures.

The technical and organizational measures are subject to technological advancements and ongoing development. In this context, the Data Holder and the Lender are authorized to implement alternative, appropriate measures, provided that the safety level of the specified measures is maintained and not diminished.