

# 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 ('BMWWT'), based in The Hague, deposited at the Chamber of Commerce under number 40407394 on 25 March 2020 (hereinafter BMWWT 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 BMWWT 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 'BMWWT Rental Conditions'.

4. These Rental Conditions of Jungheinrich Nederland B.V. will come into effect as per 01-01-2023.

## 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 BMWWT 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.

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 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. Payments shall, with due regard for policy conditions and policy excess, be made to the Lender directly, unless otherwise determined by the insurer.

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 BMWWT 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 BMWWT 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 BMWWT Rental Conditions are not applicable in the event of intent (Dutch: 'opzet') or willful 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 The Hirer will contact the Lender to make an appointment to collect the Rental Item at the location of the Hirer unless the Hirer will return the Rental Item himself to a location designated by the Lender.

Transport costs for the return of the Rental Item are at the expense of the Hirer.