

This document has been translated from Dutch to English. In the event of any conflict or inconsistency between the Dutch and English text of this document, the Dutch text is binding and shall prevail at all times over the English text.

General Conditions for Preventive Maintenance

- 1) **Agreement:**
 - 1.1 The concluded agreement relates to preventive maintenance of the internal transport equipment described in the agreement and to the frequency specified therein.
- 2) **Definition and purpose of preventive maintenance:**
 - 2.1 Maintenance constitutes inspecting and maintaining and/or improving the condition of the truck.
 - 2.2 Keeping the trucks in a good and safe condition.
- 3) **Term:**
 - 3.1 The agreement is concluded for a period of one year as from its effective date and is each time tacitly extended by the term of one calendar year.
 - 3.2 The agreement may be terminated by each of the parties, subject to compliance with article 3.3.
 - 3.3 Termination must be effected in writing and at least three months prior to the final date of the agreement.
- 4) **Carrying out preventive maintenance:**
 - 4.1 The purpose of preventive maintenance, carried out by Jungheinrich service engineers, is to keep the trucks in a good and safe condition.
 - 4.2 Jungheinrich is considered to fulfil its obligations under the agreement if it carries out preventive maintenance once within the agreed maintenance period. Each maintenance is carried out in accordance with the points listed in the "Preventive Maintenance Tasks" overview.
 - 4.3 Other tasks, such as repairs, replacement and installation of components, small parts, lubricants and oils, shall, to the extent that they are not covered under the terms of the warranty, charged to the customer separately.
 - 4.4 All additional tasks are subject to our rates as applicable at the time when maintenance is carried out.
- 5) **Maintenance costs:**
 - 5.1 For maintenance carried out within the framework of the agreement, a price shall be charged in accordance with the agreed maintenance rates.
 - 5.2 Jungheinrich retains the right to adjust the applicable rates for preventive maintenance at the beginning of each year. The extent of these adjustments depends on developments relating to the Collective Labour Agreement for the Light Engineering industry, wage adjustments, index figures issued by Statistics Netherlands (CBS) and other external factors.
 - 5.3 The aforesaid maintenance rates include call-out costs and the working hours required to carry out preventive maintenance.
 - 5.4 The charge for the annual B.M.W.T. inspection is not included in the maintenance rate.
- 6) **Cooperation from the customer:**
 - 6.1 The truck(s) requiring maintenance must be made available to the service engineer in a timely manner.
- 7) **Terms of payment and VAT:**
 - 7.1 Invoices must be paid within eight days of the invoice date.
 - 7.2 All rates are excluding VAT.
- 8) **Liability:**
 - 8.1 Regardless of any other provision in an agreement or other document of the agreement, Jungheinrich can never be held liable for and indirect or consequential loss (such as but not restricted to loss of profit, loss of use, loss of production, other clear losses or costs incurred for covering purchases, with the exception of: losses incurred due to deliberate negligence or intentional misbehaviour on the part of the legal representatives or the senior management of the Supplier).
- 9) **Data Protection / Telematics Box**
 - 9.1 Each party is independently responsible for complying with applicable data protection laws and regulations. Jungheinrich has established a privacy policy that meets the requirements of the General Data Protection Regulation (GDPR). This privacy policy is (partially) available on Jungheinrich's website and can be requested from Jungheinrich.
 - 9.2 Jungheinrich trucks are by default equipped with a so-called telematics box. During use of the truck, 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 Jungheinrich. The generated data include information about the truck'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 truck components, operating hours and error messages. The use of such telematics data by Jungheinrich shall be governed by article 10.
 - 9.3 Upon the customer's request and after explicit written agreement, the telematics box can be deactivated. The data generated by the telematics box are not collected for the customer. If the customer wishes to access the data, this must be explicitly agreed upon in writing.
- 10) **Product and Related Service Data (Data Licence)**
 - 10.1 During the use of Jungheinrich internal transport equipment or other connected products or services ("Product(s)") by the customer, 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 Jungheinrich (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.
 - 10.2 The customer agrees that Jungheinrich 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 customer grants natural persons access to the Product and the use thereof, e.g. customer's employees ("End Users"), the customer 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 customer in the performance of the agreement of which these terms form part, and the customer shall be in default by operation of law without any notice of default being required.
 - 10.3 Jungheinrich and the customer 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").
 - 10.4 The customer 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 customer 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 customer'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 Jungheinrich 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 Jungheinrich 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 Jungheinrich and/or the Data Holder, or by third parties acting on behalf of Jungheinrich 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 Jungheinrich's rights; aggregating Product and Related Service Data with other data or creating derived data, for any lawful purpose; and training of proprietary and third-party vendor AI models, AI systems and machine learning features ("Data Licence"). The Data Holder does not use Product Data or Related Service Data to derive insights about the economic situation or assets of customer or in any other way or form that is detrimental to the legitimate interests of the customer.
 - 10.5 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 10. 'Product and Related Service Data (Data Licence)'. 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.

- 10.6 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.
- 10.7 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 customer and the costs associated with the protective measures. The technical and organisational measures are subject to technological advancements and ongoing development. In this context, the Data Holder and Jungheinrich are authorized to implement alternative, appropriate measures, provided that the safety level of the specified measures is maintained and not diminished.
- 11) **Miscellaneous:**
- 11.1 Deviating arrangements and alterations shall only be valid if confirmed by Jungheinrich Nederland B.V. in writing.
- 11.2 The Terms of Delivery as issued by the B.M.W.T (Association of Manufacturers and Traders in Construction Machines, Warehouse Systems, Road Construction Machines and Transport Equipment established in The Hague, the Netherlands), on 26 March 2014 (hereinafter: B.M.W.T. Terms of Delivery) are applicable to these 'General Conditions for Preventive Maintenance' on a supplementary basis. The B.M.W.T. Terms of Delivery shall apply to the extent that they do not contradict the 'General Conditions for Preventive Maintenance'. Enclosed is a copy of the B.M.W.T. Terms of Delivery.

Preventive Maintenance Tasks

Preparation:

- a) Test all functions of the truck during a full test drive.
- b) Make the truck accessible (remove covers, open doors)

- 1) **Chassis:**
 - Inspect all load-bearing elements.
 - Inspect and tighten all screw connections.
 - Inspect plates/stickers for presence, legibility and validity.
- 2) **Drive system:**
 - Inspect the drive system for noise and leakage.
 - Inspect oil/grease reservoirs and top up if necessary.
- 3) **Steering:**
 - Inspect for steering slack, re-adjust, inspect and lubricate timing chain.
 - Inspect chain sprocket for wear, adjust and lubricate.
 - Inspect mechanical steering rod components, lubricate if necessary.
 - Inspect hydraulic components for proper operation.
 - Top up grease of steering assembly if necessary.
- 4) **Brakes:**
 - Inspect foot and hand breaks for proper operation, adjust if necessary.
 - Inspect breaking mechanism, adjust and lubricate if necessary.
 - Inspect brake linings or shoes for wear.
 - Inspect brake fluid level, top up if necessary.
 - Inspect brake lines and connections.
- 5) **Protective roof:**
 - Inspect protective roof for damage.
 - Inspect load tray for damage, tighten fixings.
- 6) **Electrical system:**
 - Inspect for proper operation and functionality.
 - Inspect cables, switches and fixings.
 - Inspect relay, replace contacts if necessary.
 - Inspect fuses for correct value.
- 7) **Electro motors:**
 - Inspect and blow out cooling fins.
 - Inspect engine mount.
- 8) **Wheels:**
 - Inspect bearings and fixings.
 - Inspect for wear and damage.
- 9) **Hydraulic system:**
 - Inspect for proper operation.
 - Inspect lines and connections for damage and leakage.
 - Inspect cylinders for damage and mounting.
 - Inspect oil level, clean oil filter.
 - Replace hydraulic oil and filters if necessary.
- 10) **Lift mechanism:**
 - Inspect for proper operation, wear and settings.
 - Inspect rollers, sliding brackets and stoppers, adjust if necessary.
 - Inspect forks and fork carriage.
 - Inspect lifting chains for wear and lubricate with chain spray.
- 11) **General measurements:**
 - Inspect electrical system for short circuiting.
 - Test driving speed and breaking distance.
 - Test lifting and lowering speed.
 - Test safety switch for proper operation.
- 12) **Battery:**
 - Visual inspection of the battery.
 - Inspect battery cables and connector for proper contact.
- 13) **Lubrication service:**
 - Lubricate truck in accordance with lubrication scheme.
 - Test drive with normal load.

Have the maintenance report signed for approval by the customer.