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## General Terms and Conditions Jungheinrich Financial Services B.V.

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### I. DEFINITIONS

**Renter:** The Lender's contractual other party, as stated in the Agreement, who rents the Object from Lender for a specific period of time.  
**Delivery time:** A specific calendar week/day agreed upon for delivery.  
**Delivery period:** A period agreed upon for delivery.  
**Object:** The rented object or the rented objects as stated in the Agreement  
**Lease:** rental of the Object without maintenance, repairs and annual BMWT inspections of the Object.  
**Agreement:** The agreement entered into between parties with its appendices regarding the rental of the Object.  
**Parties:** Lender and Renter together.  
**Preventive maintenance:** The check of the Object, with the objective of keeping the truck and the battery in a functional and safe condition in accordance with the frequency as laid down in the Agreement.  
**Rental:** rental of the Object plus full service maintenance of the Object.  
**Rental Light:** rental of the Object plus Preventive maintenance and yearly BMWT inspection of the Object and optional BMWT inspection of the battery.  
**Lender:** The private company with limited liability, Jungheinrich Financial Services B.V., located in Alphen aan den Rijn.  
**Operating manual:** The manual accompanying the Object with operating and user instructions, safety rules, maintenance requirements, capacities and applications.

### II. DURATION

#### ARTICLE 1 Duration

- 1.1 Insofar as no other start date has been agreed upon, the period of the Agreement begins when the Object is made available at the agreed upon location. The Agreement terminates after expiry of the period agreed upon in the Agreement.
- 1.2 An extension of the Agreement requires the explicit written consent from Lender.

### III. PRICE AND PAYMENT

#### ARTICLE 2 The rent and rental price

- 2.1 Lender is and remains owner of the Object. Lender makes every effort to ensure that the Renter has access to and can use the Object.
- 2.2 The Renter must treat the Object with due care (Article 7:213 Civil Code).
- 2.3 The rental price includes:
  - a. the rental of the Object;
  - b. restriction of the deductible for damage to the Object, in accordance with the Object Damage Scheme contained in Article 8.3 through 8.8;
  - c. the costs of the WA(M) (Wet Aansprakelijkheidsverzekering Motorrijtuigen) ((Motor Vehicle) Liability Insurance Act) insurance, as long as Renter has taken out the (Motor Vehicle) Liability Insurance Act insurance, in accordance with Article 12.
- 2.4 The rental price does not include the daily and weekly "minor maintenance" to the Object at Renter's expense as described in the relevant maintenance requirements, of which Renter declares to have received one copy, nor the replacement of fuses.
- 2.5 Depending on the agreed upon nature of the rental of the Object (Rental, Rental Light or Lease), maintenance is fully, partially or not included in the rental price:
  - 2.5.1 In the event of Rental, the rental price also includes:  
the costs of maintenance and repairs that are necessary, in Lender's opinion, insofar as:
    - a. the execution of repairs and maintenance occurs on a workday from Monday through Friday, except for national holidays, between 8:00 a.m. and 5:00 p.m.;
    - b. the working conditions for the use of the Object occurs in accordance with the Operating Manual provided by Lender to Renter and in accordance with that which is stated in the "Analysis of operating conditions" form that is based on the use in and around the Renter's premises (Appendix I to the Agreement);
  - c. Renter and/or its personnel use the Object and accessories competently and in accordance with the Operating Manual provided by Lender to Renter.
- 2.5.2 In the event of Rental Light, the rental price also includes:
  - (i) the working time and call out costs for the purpose of Preventive maintenance, in accordance with the frequency and annual BMWT inspections of the Object stated in the Agreement, insofar as the execution occurs on a workday from Monday through Friday, except for national holidays, between 8:00 am and 5:00 pm. All of this is applicable unless otherwise agreed upon in the Agreement;
  - (ii) other activities such as the annual cleaning of the battery, topping up the battery, repairs, parts to be replaced, small materials, lubricants, demineralized water and oils will be charged separately to the Renter, insofar as these are not covered by the warranty provisions of the Lender. The Lender's rates applicable at the time of performance, apply to all additional work;
  - (iii) The working conditions must comply with, and the use of the Object must take place in accordance with, the guidelines handed over to the Renter by the Lender and must also take place in and around the Renter's business premises, as known at the time of concluding the Agreement and as recorded in the form 'Analysis of operating conditions'. If these conditions of use change, the Renter reserves the right to adjust the rental price of the Object.
- 2.5.3 In the event of Lease, the rental price does not include maintenance, repairs and annual BMWT inspections.
- 2.5.4 If Renter has not selected Rental or Rental Light (in the event of Lease), Renter is obligated to enter into a maintenance agreement with Lender or a company affiliated with Lender, at its own expense, and Renter will fully comply with its obligations under this maintenance agreement.
- 2.6 In the event of Rental, Rental Light and Lease Lender reserves the right to index the rental price as of January of each year during the period of the Agreement. These indexations depend on the developments within the Collective Labour Agreement for Metal & Technology, wage adjustments and CBS indices.
- 2.7 If, before the Agreement start date, an interest change of more than 0.2% occurs in the base interest rate (IRS), Lender reserves the right to adjust the rental price.
- 2.8 The Lender's Object may be equipped with a so-called telematics box. During use of the Object, the telematics box continuously generates anonymized Object 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 Object's usage, such as lifting and lowering of the forks, driving behaviour, speed, position, operational status (on or off) and for instance the

temperatures of various Object components, operating hours and error messages. The use of such telematics data by the Lender shall be governed by article 20.

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

### ARTICLE 3 Payment of rental price

- 3.1 The Renter will pay the rental price, as stated in the Agreement, in advance in monthly instalments before the first day of the month. The rental price is first due on the day on which the rental period begins and is then always due in advance on a monthly basis. If the date of delivery does not coincide with the first day of a calendar month, then Renter will owe a partial rental price until the next calendar month in proportion to the number of interim days.
- 3.2 Renter authorises Lender to collect the amounts owed to Lender through direct debit.
- 3.3 The period for paying the amounts owed by Renter is always a final and strict deadline. If Renter has not paid in full any amount owed to Lender no later than on the due date, then Renter is legally in default without notice of default and Renter, as of that moment, then owes the statutory commercial interest rate ex Article 6:119a Civil Code over the amount due. In such event, Lender shall, without prejudice to its other rights under the law or the Agreement, be entitled to suspend the performance of the Agreement in respect of which Renter is in default, as well as the performance of any other agreements entered into with Renter by Lender or by a group company of Lender within the meaning of Section 2:24b of the Dutch Civil Code.
- 3.4 All government charges or levies regarding the Object that are or will be owed during the duration of the Agreement and/or the period in which Renter controls the Object, will be at Renter's expense.
- 3.5 Any Renter right to discount, appeal for compensation, settlement and/or suspension regarding the payment of the rental price is excluded.
- 3.6 If Lender has reasonable grounds to doubt Renter's due performance of its obligations — whereby the following circumstances on Renter's side shall in any event constitute sufficient grounds for such doubt: repeated failure to make payments to Lender or to a group company of Lender within the meaning of Section 2:24b of the Dutch Civil Code, attachment levied against Renter, suspension of payments, bankruptcy, or full or partial cessation of Renter's business — all amounts owed by Renter to Lender shall become immediately due and payable. In such event, Lender shall be entitled to suspend the performance of its obligations until Renter has fully complied with its obligations, and/or has provided sufficient security for payment to Lender's satisfaction. If full payment is not made or sufficient security is not provided within fourteen (14) calendar days following a request to that effect, Lender shall be entitled to terminate the Agreement, in whole or in part, without prejudice to Lender's right to compensation for damages suffered and/or yet to be suffered.

### IV. DELIVERY

#### ARTICLE 4 Delivery time/Delivery period

- 4.1 Unless agreed upon otherwise, the Object will be delivered to Renter at the agreed location of the Renter in the Netherlands. Lender will assign a suitable transport company to transport the Object on behalf of Lender and at Lender's risk. The transport will always occur at Renter's expense, unless agreed upon otherwise.
- 4.2 An agreed upon Delivery Time and/or Delivery Period is/are only applicable if the following cumulative requirements are satisfied:
  - a. the Renter has received a written confirmation of the order from Lender;
  - b. Lender has received from Renter all of the required information and documents, approvals and exemptions to be provided and any deposit(s) due;
  - c. Lender has indicated that all technical issues associated with the order have been resolved.
- 4.3 If, after the Agreement has been entered into, the Renter wants to make changes regarding the Object, then the Delivery Time and/or Delivery Period will be extended or postponed by that period that is necessary for the execution of those requirements at Lender's discretion.
- 4.4 If a situation of force majeure occurs on the side of Lender, then Lender will inform Renter of that fact with appropriate urgency. Unless it is beyond doubt that the situation of force majeure will last sixty (60) full working days or more, the obligations, for which the fulfillment is hindered by force majeure or becomes particularly objectionable for Lender, and the obligations that have not yet been fulfilled, will be suspended, without creating any right to damage compensation. As soon as it is beyond any doubt that the situation of force majeure will last longer than sixty (60) full working days, or as soon as the situation of force majeure has lasted longer than sixty (60) full working days, each of the Parties is authorised to dissolve the Agreement through a written statement sent to the other party, without creating any right for Parties to damage compensation.
- 4.5 For Lender, in addition to the provisions in Article 6:75 Civil Code, force majeure includes the following situations, in any case, but not limited to: (a) war (whether declared or not), hostilities, invasion, acts of foreign enemies, full-scale military mobilization, civil war, riot, rebellion and revolution, military or usurped power, insurrection, acts of terrorism, sabotage or piracy, (b.) sovereign action, whether lawful or unlawful, compliance with laws or governmental orders, expropriation, seizure of works, requisition, nationalization; (c) strikes, labour conflicts, lockouts, sit-ins, (d.) downtime due to machine failure, failures in the supply of energy, water, telecommunications or information systems or (e.) explosion, fire, destruction of equipment and the like, (f.) import, export, foreign exchange and trade restrictions, embargo, sanctions and production bans and other government measures, shortages in the procurement market for raw materials, transport barriers, (g.) failure by suppliers, agents, and subcontractors, disease, epidemic, pandemic, natural disaster or extreme natural event and all other circumstances over which Lender has no influence and which prevent, restrict or make particularly objectionable, the timely fulfillment of the Agreement.

### ARTICLE 5 Delivery and installation

- 5.1 Renter is deemed to have received the Object in good condition on the start date of the Agreement.
- 5.2 As of the moment of delivery, the Object is at Renter's risk and all direct and indirect damage that should occur to and/or due to the goods and/or third parties is at Renter's expense. Risk transfer also occurs at the time that Lender offers the Object for delivery in accordance with the Agreement, but Renter does not take it for whatever reason.
- 5.3 Renter is obligated to receive the Object at the time it is made available to Renter. If Renter refuses to accept the delivery or fails to provide information or instructions necessary for the delivery, the items will be stored at the Renter's risk. In that case, Lender will be owed all additional costs, including, in any event, the storage costs.
- 5.4 Renter will inspect the Object immediately after delivery with regard to defects, completeness and conformance to the order and the description stated in the Agreement. Complaints must be reported immediately (but no later than within 24 hours after delivery) to Lender in writing.
- 5.5 Renter confirms receipt of the Object and accepts the Object by signing the commissioning statement or delivery slip, unless agreed upon otherwise.

5.6 Renter is obligated (at its expense) to take all measures that are necessary for ready-to-use delivery and installation by Lender. All costs associated with the installation by Lender are at Renter's expense.

#### ARTICLE 6 Delay in the delivery

6.1 The Delivery Time and/or Delivery Period agreed upon between parties is always non-binding and approximate.

6.2 Lender is only in default after a notice of default in accordance with Article 6:82 paragraph 1 Civil Code where Lender has been given a reasonable period of at least seven (7) calendar days to still meet its obligations.

6.3 Lender shall not be in default if Lender makes a replacement Object available to Renter. In that case, Lender is never liable for damage.

6.4 If Lender does not make a replacement Object available for whatever reason, then Lender, for the period that Lender is in default and Renter suffers damage as a result, owes to Renter a fixed delay compensation of 1/30th part of the monthly net rental price for the relevant Object for each calendar day that Lender is in default, as a result of which the Object cannot be used or used in a timely manner due to the delay. The delay compensation is limited to a maximum of two times the monthly rental price. The aforementioned rights are the only and exclusive Renter claims regarding delay in the delivery.

#### V. USE, MAINTENANCE AND DAMAGE

##### ARTICLE 7 Use and maintenance

7.1 Renter will use the Object with care, in accordance with its purpose and in accordance with the Operating Manual and will comply with all laws and regulations and other applicable government requirements regarding the use and rental of the Object. The Operating Manual is provided to Renter upon delivery of the Object. Renter will confirm its receipt in writing by signing the commissioning statement or delivery slip at the time of the Object's delivery. The Operating Manual can also be downloaded from Lender's website and requested from Lender.

7.2 Renter, with due observance of the Operating Manual provided to it by Lender, will ensure at its own expense that the Object is always in good and workable condition during the rental period. For this purpose, Renter will have maintenance and repair work - in accordance with the maintenance schedule provided by Lender and its requirements - performed in a timely manner by Lender or a company designated by Lender. All (new or replacement) parts that are installed on or in the Object in connection with maintenance or repair, become part of the Object and remain or become Lender's property.

7.3 In any event, Renter itself provides, at its own expense, for the daily and weekly "minor maintenance" to the Object as described in the maintenance requirements of which Renter declares to have received one copy.

7.4 Renter indemnifies Lender for all third party claims based on violation of laws and regulations, ordinances and provisions with regard to (the condition and the use of) the Object. Any fines will be at Renter's expense and will be charged to Renter with an increase of € 75.00 to compensate for Lender's administrative costs.

7.5 Renter cannot make any changes to the Object without Lender's written consent. Any change, including the removal of brand names or numbers, is explicitly prohibited. Renter is liable towards Lender for all Lender damage and costs as a result of making changes to the Object without Lender's written consent.

7.6 Lender is entitled to check the condition of the Object at any time. Renter grants Lender explicit consent to enter the property and/or building where the Object is located.

7.7 If the maximum number of operating hours stated in the "Analysis of operating conditions" form attached to the Agreement are exceeded, Lender will charge to Renter, at the end of the Agreement, 0.5% of the monthly rental price for each operating hour above the maximum.

##### ARTICLE 8 Damage

8.1 Renter is liable at all times for all damage to or in connection with the Object during the term of the Agreement. The damage as specified in this Article falls under the Renter's deductible and Lender always charges to Renter the full costs in connection with this damage, unless the damage is to be attributed to Lender. In any event, damage as a result of Renter's use of the Object that violates the guidelines provided and/or unlawful and/or inappropriate/incompetent use and/or neglect of the Object cannot be attributed to Lender. In any event, neglect of the Object occurs when the scheduled maintenance and repair work pursuant to the applicable maintenance schedule has not been performed or was not performed in a timely manner and this fact cannot be attributed to Lender.

8.2 Renter is liable for the damage that Lender suffers as a result of the damage, theft, loss or misappropriation. Renter will take all measures that can reasonably be required of it in order to prevent the risk of damage, theft, loss and misappropriation. In the event of theft, loss or misappropriation of the Object, Renter must immediately report it to the police and to Lender. In addition, Renter sends a copy of the prepared report to Lender within five working days.

8.3 In contrast to the provisions in Article 8.1, Renter can limit the deductible per damage incident to (a maximum of) € 750.00 by selecting the Object Damage Scheme. If the damage is less than the deductible per damage incident, the repair is completely at Renter's expense. If the damage per damage event is greater than the deductible, only the deductible will be charged to Renter.

8.4 The following damages are always at the Renter's expense, even when the Object Damage Scheme was selected:

- all damage to the Object that is attributable to (conditional) intent or recklessness by the Renter;
- all damage to the Object caused by a driver who does not possess a valid operating certificate;
- all damage to the Object due to natural disasters such as floods and storms;
- all damage to the Object due to fire or nuclear reactions;
- all damage to the Object as a result of (civil) war, riots, unrest, strikes, terrorism, seizure and other government measures;
- all damage to the Object that is caused by or is attributable to a third party;
- all damage as a result of theft of the Object;
- all damage caused by use of the Object on public roads;
- all financial loss, including, in particular, fines, compensation to third parties, costs of replacement Objects and loss of use;
- damage to the Object that was not caused by and during regular use, in accordance with the user conditions of the Object provided Lender to Renter, on the Renter's business premises located in the Netherlands;
- any other damage to the Object not caused by the use of the Object;
- (additional) costs as a result of changes or improvements to the Object, which go beyond just repairing the damage;
- (additional) costs as a result of temporary or provisional repair;
- (additional) costs that are generated because Renter does not have the damage to the Object repaired by Lender or a third party designated by Lender.

8.5 Depending on the amount of the necessary repair costs, Lender reserves the right, at its discretion, to consider the Object as a total loss and to not perform the repair. In the latter case, Lender is entitled to decide to replace the Object or dissolve the Agreement without being obligated to pay any damages or costs to Renter.

8.6 Lender is authorised to terminate the Object Damage Scheme and/or the Agreement if, during the term of the Agreement, multiple damages are inflicted upon the Object. The termination occurs in writing. Lender is authorised to immediately terminate the Object Damage Scheme and/or the Agreement in writing, if unchanged continuation cannot be reasonably required of it, for example, in the event of reckless use of the Object and/or use of the Object in violation of the conditions of use.

8.7 In the event that no Object Damage Scheme was entered into or the Object Damage Scheme is terminated, Renter will immediately enter into a full casco plus (Motor Vehicle) Liability

Insurance Act insurance where Lender or its legal successor is appointed as beneficiary for payments from the insurer regarding damage to the Object. Renter will maintain the insurance during the remaining term of the Agreement and on its own initiative, no later than on the day before the Object Damage Scheme ends and then on every first working day of a new calendar year, provide proof to Lender that the Object is insured, by showing the relevant insurance confirmation as well as proof that the required premium was paid.

8.8 Normal wear and tear and/or ageing do not qualify as damage in the sense of the Object Damage Scheme.

##### ARTICLE 9 Reporting damage, defects, hindrances to use

9.1 Any defects or damage to the Object or the time metre will be reported by Renter to Lender immediately, but no later than within a maximum of 24 hours. If Renter violates this Article, Renter is liable towards Lender for all resulting Lender damages and costs.

9.2 Renter will have defects to the Object or the time metre repaired immediately by Lender or a third party designated by Lender. The number of operating hours made in the period in which the time metre was defective will be determined in mutual consultation between Renter and Lender. Upon Lender's first request, Renter will provide all required information in order to enable an accurate determination of the number of operating hours.

9.3 Inability by Renter to use the Object - even if this should be the result of force majeure - will not affect the continuation of the Agreement or the fact that Renter owes an instalment or other payment to Lender.

9.4 Lender is entitled at any time, at its discretion, to replace the rented Object with an almost equivalent and suitable Object. The replacement Object is deemed to replace the original Object. If Renter requests the replacement of the Object and if Lender agrees, Lender will replace the Object based on conditions to be specified by Lender, to be recorded in a new contract to be made between parties.

##### ARTICLE 10 Subletting and use by third parties

10. Renter is prohibited, without the prior written consent from Lender, from leasing, pledging or otherwise encumbering the Object and/or - with or without driver - relinquishing its use to third parties, or relocating the Object abroad and using it there. If Renter violates this Article, Renter is liable towards Lender for all resulting Lender damages and costs.

#### VI. LIABILITY

##### ARTICLE 11 Lender's Liability

11.1 Lender is never liable for any damages suffered by Renter, unless explicitly agreed upon.

11.2 The exclusion of liability from the previous paragraph is not applicable:

- in the event of intent or wilful recklessness by Lender's management or managerial subordinates belonging to the management;
- in the event of death, physical injury or damage to health insofar as it regards the relevant person's claim;
- damage as specified in Articles 6:185 in conjunction with 6:190 of the Civil Code, being personal injury and property damage based on product liability, towards injured parties (within the meaning of those Articles) caused by a defect in the goods delivered by Jungheinrich;
- for other cases of mandatory legal liability for Lender.

##### ARTICLE 12 WA(M) [Civil (Motor Vehicle) Liability Insurance Act] Insurance

12.1 Lender will insure the Object during the term of the Agreement for (Motor Vehicle) Liability.

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

12.3 The maximum WA(M)-cover is equal to the statutory minimum insured amounts according to the Civil (Motor Vehicle) Liability Insurance Act.

12.4 Renter is obligated to inform Lender in writing in advance if the rented Object will be used: a. on the premises of an airport or for work on or in the vicinity of aircraft and/or related objects; b. for work that entails (possible) exposure to asbestos or toxic substances. When returning the rented Object, Renter provides a written statement from a certified expert that the rented Object is free from (any residue) of asbestos or toxic substances, the lack of which Renter will be held liable for all costs and damage that results from the cleaning of the rented Object.

12.5 Renter will immediately report any damage - within 24 hours - to Lender and then confirm in writing using the damage form for that purpose. Lender and/or insurer reserve the right to not deal with damage reported too late in accordance with the previous sentence.

12.6 Lender is entitled to charge Renter through the rental price for the increase in the insurance premiums and other insurance costs regarding the Object. If the insurer makes (a) change(s) in premium and/or deductible and/or insurance conditions in connection with the claims or whatever reason, then this/these change(s) is/are also applicable to the Agreement as of the time this/these change(s) take(s) effect.

12.7 Cases that are not covered by the Civil (Motor Vehicle) Liability insurance (including a deductible of € 1,250.00 per damage event for material damage and € 2,500.00 per damage event for personal injury) are at Renter's expense and risk.

12.8 The Civil (Motor Vehicle) Liability coverage does not include:

- damage to buildings and/or goods that the Renter possesses or of which Renter is the owner, user, Renter, owner-occupant or tenant;
- damage to the driver of the Object;
- damage as a result of improper (Dutch: 'oneigenlijk') use of the Object;
- damage caused by a driver who is not in the possession of a valid operating certificate at the time of the damage-causing event
- 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.

#### VII. END OF AGREEMENT

##### ARTICLE 13 Third party measures, suspension of payments and bankruptcy

13.1 Renter is obligated to immediately inform Lender in writing, if third parties want to exercise rights with regard to the Object, of any seizure of Renter's goods and/or the Object, of an intention or announcement of seizure, of its bankruptcy or an application to grant suspension of payments or bankruptcy with regard to Renter.

13.2 Renter is obligated to immediately provide third parties, the bailiff, the receiver or the administrator access to the Agreement and in witness of Lender's ownership of the Object. In an event as specified in the first paragraph, Lender will be able to take all measures it deems necessary, also on behalf of Renter, to protect its rights. The costs of such measures are at Renter's expense, unless the reason for those measures is due to a circumstance that can only be attributed to Lender.

##### ARTICLE 14 Early termination

14.1 Without prejudice to the legal grounds for termination, parties are entitled to immediately terminate (in Dutch: ontbinden) this Agreement if the other party:

- has applied for a suspension of payments;
- has been declared in state of bankruptcy or at least has applied for bankruptcy;
- decides to dissolve its business;
- ceases its business or part of it to which this Agreement relates;
- has decided to terminate its operations;
- changes its legal form;
- can no longer freely access a substantial part of its assets due to seizure, which has not been lifted within three months.

14.2 If one or more of the cases specified in paragraph 1 of this Article occur with Renter, then Renter owes the following to Lender, or respectively will become immediately due and payable: all amounts due but not yet paid by Renter during the rental period, as well as all instalments that will be due during the remaining part of the agreed upon rental period, without prejudice to Lender's right to compensation of the costs of the recovery, preparing for sale and selling the Object. The Lender's books will prove the existence and the course of Renter's debt, subject to contrary evidence.

#### ARTICLE 15 End of Agreement Obligations

15.1 At the end of the Agreement, Renter will have the Object ready at Renter's location, at its expense and risk within 24 hours after the last day of the Agreement, in clean and good condition – except for normal wear and tear – in accordance with Lender's instructions. Unless explicitly agreed upon otherwise, Lender will take care of the Object's disassembly (insofar as necessary) at Renter's expense and appoint a suitable transport company to transport the Object on behalf of and at risk of Lender.

15.2 Any right of retention, settlement and/or suspension of Renter, based on whatever claim, is excluded against Lender.

15.3 When returning/collecting the Object, Lender will prepare a damage report. All repairs that appear to be necessary and that are not the result of normal Fair Wear & Tear will be charged to Renter. In that case, any Object Damage Scheme as specified in Article 8 is not applicable, unless the damage was reported in a timely manner before the end of the Agreement in accordance with the Object Damage Scheme.

15.4 If Lender and Renter do not agree on the condition of the Object upon return, an independent expert will be tasked with inspecting the Object. The costs of the expert's report will be borne by Parties, each for one-half.

15.5 At Renter's expense, Lender can have removed or repaired all damage and/or changes and/or significant contamination to or of the Object for which Lender did not provide its explicit written consent. Renter is liable towards Lender for all resulting Lender damages and costs.

15.6 If Renter does not return the Object to Lender before the Agreement has ended, then Renter owes a usage fee per day in proportion to the applicable rental price per month for the period that Lender does not have the Object. In addition to this usage fee, upon first notification, Renter is obligated to compensate Lender for all damage that Lender suffers in the aforementioned case and that exceeds this usage fee.

15.7 In no event will there be a tacit extension of the Agreement. After the end of the agreed term, the Object can be claimed by Lender at any time at Renter's expense and risk.

#### VIII. GENERAL PROVISIONS

##### ARTICLE 16 Transfer of rights and obligations by Lender

16. Lender is authorised to transfer all of its rights, including ownership of the Object, from the Agreement to a financing company for the financing of the Object. Renter now declares that it agrees to such transfer in advance and will sign any documents to be created for this purpose and acknowledge the transfer.

##### ARTICLE 17 Tax rights

17. Pursuant to the Agreement, Jungheinrich Financial Services B.V. is both legal and economic owner of the Object. This company is entitled to all tax rights relating to the Object. Renter will refrain from any claim in this regard. Lender is entitled to transfer this property to an affiliated company in the future.

##### ARTICLE 18 (Extra-judicial) costs

18. All costs to be incurred by Lender and all amounts (including taxes) to be paid by Lender to retain and exercise its rights, judicial as well as extra-judicial, are at Renter's expense.

##### ARTICLE 19 Data Protection

19.1 The parties undertake to process personal data in accordance with the General Data Protection Regulation [Algemene Verordening Gegevensbescherming] and relevant other data protection regulations, to treat such data confidentially and not to process such data outside the purpose of the Agreement.

19.2 The Lender takes appropriate technical and organisational measures to safeguard the confidentiality, availability and integrity of the personal data provided by the Renter to the extent provided for by the relevant data protection regulations. In particular, the Lender will oblige all employees employed by the Lender or to be employed in the future to maintain data secrecy and instruct them in accordance with the data protection regulations.

19.3 Further information on general data protection at Jungheinrich can be found on our homepage at: <https://www.jungheinrich.nl/privacyverklaring-607350>. Further information on product-related data protection at Jungheinrich can be found on our homepage at: <https://www.jungheinrich.nl/privacyverklaring-digitale-diensten-916450>

##### ARTICLE 20 Product and Related Service Data (Data License)

20.1 During the use of Jungheinrich internal transport equipment or other connected products or services ("Product(s)") by the Renter, 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.

20.2 The Renter 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 Renter grants natural persons access to the Product and the use thereof, e.g. Renter's employees ("End Users"), the Renter 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 Renter in the performance of the agreement of which these terms form part, and the Renter shall be in default by operation of law without any notice of default being required.

20.3 The Lender and the Renter 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").

20.4 The Renter 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 Renter 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 Renter'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 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 proprietary and third-party vendor AI models, AI systems and machine learning features ("Data License").

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

20.5 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 20. "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.

20.6 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.

20.7 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 Renter 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 the Lender are authorized to implement alternative, appropriate measures, provided that the safety level of the specified measures is maintained and not diminished.

##### ARTICLE 21 Other provisions

21.1 If one or more provisions from these terms and conditions and/or the Agreement prove to be invalid or apparently cannot be applied legally, then the provisions and/or the Agreement will remain in force for the rest. Parties will consult about the relevant provisions in order to make a replacement arrangement that is legally valid and aligns as much as possible with the intent of the arrangement to be replaced.

21.2 The rights and obligations stemming from these terms and conditions and/or the Agreement can only be transferred after written consent from the other party, with the exception of the provisions in Article 16 and 17. Furthermore no consent is required for the transfer of a monetary receivable in name.

21.3 The Article headings from these terms and conditions are for the sake of convenience and will not in any way affect the interpretation or explanation of the Articles from these terms and conditions.

21.4 All amounts stated are excluding VAT.

##### ARTICLE 22 Disputes and applicable law

22.1 The legal relationship between parties, these terms and conditions, the Agreements and all resulting disputes are governed exclusively by Dutch law.

22.2 The district court in The Hague has exclusive jurisdiction to hear any disputes.