

# General Terms and Conditions of Rental

September 2025

## I. Definitions

The following words used in both the singular and plural in these General Terms and Conditions of Rental that are written with a capital letter have the following meaning:

- **General Terms and Conditions of Rental:** these General Terms and Conditions of Rental.
- **Services:** any service provided by Jungheinrich within the context of the Rental.
- **Goods:** all machines and materials that are the subject of rental by Jungheinrich.
- **Rent:** the rental of the Goods for a (short) minimum term.
- **Renter:** The contractual counterparty of Jungheinrich, as stated in the Rental Contract, who rents the Goods from Jungheinrich for an indefinite term with a minimum term as stated in the Rental Contract.
- **Jungheinrich:** Jungheinrich, a public limited company (*naamloze vennootschap*) with its registered office at Esperantolaan 1, 3001 Leuven (Heverlee), Belgium, and with company number 0415.997.465.
- **Rental Contract:** The agreement concluded between the parties, with its annexes, relating to the Rental of the Goods.
- **Parties:** the Parties to the Rental Contract, being Jungheinrich and the Renter. The Parties are separately referred to as a "Party".

## II. Scope / Object of the Agreement

1. These General Terms and Conditions of Rental apply to all offers, orders, agreements and other transactions relating to the Rent of Goods and the provision of related services by Jungheinrich.
2. The Customer acknowledges having received a copy of these General Terms and Conditions of Rental with the quote and the Rental Contract and accepts their content without reservation. Any other terms and conditions stated on the order form, in correspondence or other documents issued by the Renter are not enforceable against Jungheinrich. Any additional or different terms and conditions may only be agreed in writing between the Parties.
3. Jungheinrich reserves the right to amend these General Terms and Conditions of Rental at any time. In such case, the conditions in force at the date of the signing of the Rental Contract will apply.
4. Jungheinrich undertakes, in accordance with these General Terms and Conditions of Rental, to rent the Goods specified in the Rental Contract to the Renter on a short (minimum) term at the rental price as set out in the Rental Contract.

## III. Conclusion of agreement

1. Quotes are non-binding at all times. Unless otherwise specified in the documents themselves, the validity period of Jungheinrich's quotes and price estimates is seven (7) days.
2. All quotes are issued on the basis of the information provided by the Renter. If the above information proves to be incomplete and/or incorrect, Jungheinrich reserves the right to issue an additional quote.
3. The Renter is not permitted to transfer the quote received, in whole or in part, to a third party, in particular competing

companies, without the prior consent of Jungheinrich.

4. Jungheinrich reserves the right to charge specification costs to the Renter.
5. Rental Contracts for the use of the rented Goods in certain industries (non-exhaustive list: fish and meat processing, bakeries etc.) are fundamentally excluded unless expressly agreed in writing by Jungheinrich. Jungheinrich decides at its own discretion in function if a deployment and risk analysis based on the Renter's intended use of the Goods proposed by the Renter. The Renter is obliged to duly inform Jungheinrich of the intended use of the Goods before the quote is issued. If the Renter fails to do so, and a Rental Contract is concluded, Jungheinrich is entitled to withdraw from this Rental Contract without prejudice to its right to claim all damages from the Renter.
6. Any photographs, drawings and/or models and, in general, all information provided to the Renter will always remain the (intellectual) property of Jungheinrich, or are part of its know-how and trade secrets and may therefore not be used or duplicated in any way without its consent.
7. The Parties expressly accept that Jungheinrich is not bound by any commitments or may suspend its commitments if the Renter does not fulfil its commitments, if changes are made to the order during or right before its execution, or if the Renter fails to provide the information, documents or accessories in due time.
8. The agreement is entered into under the suspensive condition of obtaining formal approval from the finance department of Jungheinrich.
9. The Renter is bound by these General Terms and Conditions of Rental as soon as it confirms the quote or places an order. Jungheinrich is bound by the agreement as soon as it receives the signed version of the Rental Contract.
10. If, in the reasonable opinion of Jungheinrich, so required due to the financial position of the Renter, the Renter is obliged to Jungheinrich's first request to immediately provide security (additional or otherwise) in favour of Jungheinrich for the fulfilment of the Renter's obligations under the Rental Contract (even if the security is requested after the Rental Contract was already concluded or execution of the Rental Contract started). If the Renter fails to do so in time, Jungheinrich is entitled to terminate the Rental Contract with immediate effect, without being liable to pay any compensation.
11. In the event of cancellation of the order, for whatever reason, by the Renter, the latter will owe Jungheinrich a lump-sum administrative compensation of 200 EUR on the one hand, and a lump-sum compensation of 30% of the agreed total rent for the agreed term on the other hand as compensation for the damage resulting from the cancellation. Jungheinrich reserves the advance payments by way of compensation for this purpose. Jungheinrich expressly reserves the right to claim additional compensation if the damages directly and/or indirectly resulting from the cancellation is higher, in particular if the cost of adapting and/or delivering the requested Goods in accordance with the order exceeds this lump sum.
12. Jungheinrich reserves the right to make changes to the design

and form of the Goods and/or Services during the delivery period, insofar as this does not fundamentally alter the Goods and/or Services to be delivered.

#### **IV. Term**

1. Agreements are made for an indefinite term, with a minimum term as agreed between the Parties and stated in the Rental Contract. At the end of the initially agreed minimum term, the Rental Contract can be cancelled in writing by one of the Parties with due observance of a notice period of one (1) working day.
2. Insofar as no other start date has been agreed in the Rental Contract, the term of the Rental Contract will start when the Goods are made available. The rental term will end at the earliest upon expiry of the agreed minimum term. The rental term will in any case end on the day on which the rented Goods, together with all parts, are made available at Jungheinrich's premises in good condition and ready for operation, either by return by the Renter itself or by collection by Jungheinrich.

#### **V. Delivery of the Goods and/or Services**

1. The delivery terms stated on the order confirmation or on other documents issued by Jungheinrich are not binding. They are merely indicative. Consequently, exceeding these delivery terms cannot give rise to compensation and/or cancellation of the agreement.
2. Jungheinrich delivers Goods and/or Services on working days (i.e. Monday to Friday, Belgian public holidays excluded) during normal working hours.
3. Unless otherwise agreed in writing, deliveries of Goods will be ex works, at the place of delivery agreed between the Parties, as per Incoterms® 2020. If the Parties have agreed on a different method of delivery in writing in an individual agreement, this different method of delivery will apply exclusively to that agreement and not also to other agreements between the same Parties.
4. In the event that a Rental Contract is concluded between the Parties for the several Goods, the Renter agrees that these Goods may be delivered individually and at different times.
5. The Renter is obliged (at its expense) to make all arrangements necessary for Jungheinrich to deliver and install the equipment ready for use. All costs related to the installation by Jungheinrich will be borne by the Renter.
6. The transfer of risk will take place no later than at the time of delivery of the Goods and/or completion of the Services. From that moment on, all direct and indirect damage that may be caused to and/or by the Goods or Services and/or third parties and the related costs will be at the expense of the Renter. Transfer of risk also takes place in the event that Jungheinrich offers the Goods and/or Services for delivery in accordance with the agreement, but the Renter does not take delivery for whichever reason.
7. The Renter is obliged to take receipt of the Goods at the time of delivery. If the Renter refuses to take delivery or is negligent in providing the information or instructions necessary for the delivery, Jungheinrich is entitled to store the Goods at the expense and risk of the Renter. The Renter will in that case be liable for all additional costs, including storage and transport costs in any case. The minimum storage cost is 500 EUR per day per Good, calculated from the day of planned delivery to the day of actual delivery or cancellation.
8. Unless expressly agreed by Jungheinrich, the Renter may only refuse delivery if the Goods and/or Services are not in accordance with the order or are defective. In such case, Jungheinrich must immediately be notified of the refusal in writing and in detail no later than within 48 hours after delivery.

9. The signing of the delivery note for the Goods or the service report for the Services by the Renter or a third party appointed by the Renter will constitute acceptance. In addition, the parties expressly accept that, if the Renter refuses to sign the delivery note and/or service report and fails to communicate the reasons for its refusal, as well as the evidence in support thereof, within a period of 48 hours after delivery, the Renter will irrefutably be deemed to have accepted the delivery. The Goods and/or Services will consequently be deemed to conform to the order and any visible defects will be deemed to have been accepted.

#### **VI. Use of the Goods**

1. The rented Goods will be rented out in the condition they are in at the time of delivery.
2. The provision of Goods of a certain age, with certain options etc. under a previous Rental Contract concluded between Jungheinrich and the Renter does not constitute an acquired right and does not generate a right to the provision of the same Goods under another Rental Contract.
3. The Renter undertakes to use the Goods with all due care in accordance with the provisions of these Terms and Conditions of Rental, the user manual and applicable laws and regulations. The Renter will ensure that the drivers of the Goods have the professional, legal and regulatory skills necessary to drive the Goods.
4. Jungheinrich will provide the Renter with a manual or instruction book containing information on the construction, operation and handling of Goods. This manual will be accessible via the Jungheinrich website. On request of the Renter, a manual on a paper medium can be granted. If available, the manual can be obtained in another language on request via Jungheinrich's website. The Renter declares to have full knowledge of the way the rented Goods are to be used and maintained.
5. The Renter will, in accordance with the user manual issued to it by Jungheinrich, and at its own expense, ensure that the Goods are always in a good and workable condition during the rental term. The Renter will have maintenance and repair work carried out in good time by Jungheinrich or a company appointed by Jungheinrich in accordance with the maintenance schedule issued to it by Jungheinrich and its instructions. All (new or replacement) parts that are fitted to or inserted into the Goods in connection with maintenance or repair will become part of the Goods and will remain or become the property of Jungheinrich. Jungheinrich is entitled to check the condition of the Goods at any time. The Renter expressly permits Jungheinrich to enter the premises and/or building where the Goods are located for this purpose.
6. Unless expressly agreed otherwise, it is not permitted to store the Goods in open air. Any damage including the reduction in value of the Goods due to wind, rain etc. will be fully recovered from the Renter.
7. The Renter will in any case, at its own expense, take care of daily and weekly minor maintenance of the Goods and the timely topping up of the demineralised water and deionised water in the batteries as stated in the user manual.
8. If the rented Goods are electrical, the Renter is obliged, at its own expense, to follow the special instructions of the battery manufacturer. More specifically, the Renter is obliged, when the rented Goods contain a battery, to charge the battery 100% upon receipt. In case of prolonged non-use and in order to preserve the life of the battery, it must be fully charged:
  - a. Every two (2) weeks if the battery is 24 V;
  - b. Every four (4) weeks if the battery is 48 V or 80 V.

9. Without the prior written consent of Jungheinrich, the Renter is expressly prohibited from making any changes to the Goods. The Renter is liable vis-a-vis Jungheinrich for all damages and costs resulting from making changes to the Goods without the prior written approval of Jungheinrich.
10. Unless Jungheinrich has given its prior written consent, the Renter is prohibited from renting out or lending the rented Goods or from handing them over to a third party under any other condition.
11. Unless Jungheinrich has given its written consent to the contrary, the Renter may only use the rented Goods at the place specified in the Rental Contract. Any change of location must be submitted to Jungheinrich for approval in writing.

## **VII. Maintenance included in the Rent**

1. During the period of the Rent, Jungheinrich will offer to maintain the rented Goods in accordance with the provisions of this Article.
2. The following maintenance services are included in the Rent:
  - a. regular performance of preventive maintenance;
  - b. repairs resulting from normal wear and tear when the Goods are properly used in accordance with Jungheinrich guidelines, as stipulated in the user manual;
  - c. displacements, kilometres travelled and working time necessary for the activities listed in points a. and b. of this Article;
  - d. delivery and installation of spare parts necessary for the activities listed in points a. and b. of this Article.
3. The following maintenance services are expressly excluded from the Rent, and the costs for these performances will be borne by the Renter:
  - a. repair of damage and defects to the Goods that are the result of modifications that were not carried out by technicians on behalf of Jungheinrich;
  - b. repair of damage caused by accidents, negligence, misuse, (intentional) error and/or weather conditions;
  - c. maintenance, repair and/or replacement of parts not supplied by Jungheinrich;
  - d. partial or complete overhaul of the Goods;
  - e. working in special conditions, such as in cold rooms and corrosive conditions, unless expressly specified in the rental request and approved by Jungheinrich.
4. Unless otherwise agreed, all maintenance services are performed exclusively by Jungheinrich.
5. In addition, the Renter accepts that any repair necessary as a result of an accident, shortcoming and/or incorrect use by the Renter will be carried out exclusively by Jungheinrich, against payment.
6. The Parties expressly agree that Jungheinrich is only responsible for the performance of the Services if the Goods are used by the Renter in accordance with the provisions of these General Terms and Conditions of Rental and in the user manual.
7. The Services will be carried out according to Jungheinrich's availability and, if necessary, by prior agreement between the Parties during the working hours as stipulated in Article V. of these General Terms and Conditions of Rental. If an appointment has been made but Jungheinrich cannot perform the Services for reasons attributable to the Renter, Jungheinrich is entitled to charge costs to cover lost working time and travel.

## **VIII. Obligations of the Renter**

1. The Renter undertakes to inform the Jungheinrich technicians of the existing safety regulations in advance, as far as these are relevant to the Jungheinrich technicians. The Renter

also undertakes to accompany and assist the Jungheinrich technicians as required. Failing this, Jungheinrich can in no way be held liable for non-compliance with the applicable internal safety regulations. If additional training is required, the Renter will inform Jungheinrich of this in good time. The costs for this training, as well as the costs for the provision of Jungheinrich technicians, are to be borne in full by the Renter. The Renter will be liable for damages suffered as a result of failure to provide such training or as a result of the defective nature of such training.

2. In the context of the performance of the Services on the Renter's premises, the following applies:
    - a. If the Renter requires the use of specific personal protective equipment, the Renter will make this available to Jungheinrich technicians free of charge.
    - b. The Renter undertakes to provide the Jungheinrich employee with a room which meets the requirements imposed by the applicable legislation on the welfare of employees (including the Belgian Code on Wellbeing at Work). In particular, the Renter will ensure that the working temperature is normal (i.e. at least 16 °C, see article V.1-3 of the Belgian Code on Wellbeing at Work) and that sanitary facilities are available.
    - c. The Renter also undertakes to make the necessary personnel and equipment available to Jungheinrich free of charge, in order to enable the latter to carry out its work efficiently. In particular, the Renter will provide the facilities necessary for the Services, such as electricity, water etc. In addition, the Renter will in any case arrange the following in good time: the prompt availability of the Goods; proper and safe access to the workplace, if necessary including outside the working hours customary at the Renter; the presence of permits, insofar as required for the use and/or performance of the work; an unloading location as well as sufficient storage space, covered and lockable insofar as necessary; the necessary energy, water, fuels and lubricants and, unless otherwise agreed, the necessary ladders, scaffolding and other auxiliary materials to be designated by Jungheinrich.
    - d. The Parties explicitly accept that Jungheinrich in no way bears any responsibility with regard to the personnel and/or material provided. The Renter undertakes to fully indemnify Jungheinrich against any claims arising from this.
  3. If the Renter does not fulfil the obligations of this article, Jungheinrich is entitled, through third parties as the case may be, to take the necessary measures at the expense of the Renter.
  4. Any delay resulting from non-compliance with the obligations of this article will be fully charged to the Renter and is in no way enforceable against Jungheinrich.
  5. Unless otherwise agreed, the Renter is responsible for the processing of all residual products and substances left over from the performance of the Service in accordance with the applicable statutory regulations. The processing costs will be borne by the Renter in their entirety.
  6. The Renter expressly accepts that Jungheinrich will always remain the owner of the rented Goods. If a third party levies a precautionary or executory attachment on the rented Goods, the Renter undertakes to immediately notify the attaching party of Jungheinrich's right of ownership with regard to the attached Goods, as well as to do everything necessary to nullify the effects of this attachment. By no later than one (1) day after service of the writ of attachment, the Renter will inform Jungheinrich of this attachment by registered letter.
- All costs associated with the return of the attached Goods will

be borne by the Renter.

7. If the Renter rents the premises at the location stated in the Rental Contract, it undertakes to notify the landlord of the building where the Goods are located of Jungheinrich's ownership of the Goods by registered letter. The Renter will send a copy of this registered letter to Jungheinrich.

#### **IX. Damage and insurance**

1. The insurance of the Goods is not included in the price and is at the expense of the Renter. The following risks must be insured by the Renter during the Rent (unless Jungheinrich takes out insurance at the Renter's express request and expense): theft; machinery breakdown; transport, water and fire damage and take out the statutory motor liability insurance as if he were the owner of the Goods. At Jungheinrich's request, the Renter will provide proof of this.
2. The Goods may not be used on public roads without the prior written approval of Jungheinrich and provided the Goods are insured in accordance with the Act of 21 November 1989 on compulsory liability insurance for motor vehicles and provided the goods are correctly registered with the Vehicle Registration Service (registration document, licence plate). Subject to Jungheinrich's prior written approval for the use of the Goods on public roads, Jungheinrich will arrange for the insurance and registration of the Goods, the costs of which will in any event be borne by the Renter.
3. The Renter is at all times liable for all damage to or in connection with the Goods during the term of the Rent. The damage referred to in this Article is the responsibility of the Renter, and Jungheinrich will always charge the full costs associated with this damage to the Renter.
4. The Renter is liable during the entire Rental term for any damage or nuisance that the rented Goods, or their use, may cause to third parties, even if not at fault. The Renter will indemnify Jungheinrich against any claims that may be made against Jungheinrich due to damage caused with or by the rented Goods.
5. The Renter is liable for any damages that Jungheinrich suffers as a result of damage, theft, loss or misappropriation. The renter shall take all measures that can reasonably be required of him to prevent the risk of damage, theft, loss and embezzlement. In the event of theft, loss or embezzlement of the Goods, the Renter must immediately report this to the police and notify Jungheinrich.

#### **X. Notice of damage**

1. Any damage or defects to the Goods must be reported to Jungheinrich by the Renter immediately, and no later than within 24 hours. If the Renter acts contrary to this article, the Renter is liable vis-a-vis Jungheinrich for all resulting damages and costs.
2. The Renter will have any damage or defects to the Goods repaired immediately by Jungheinrich or a third party appointed by Jungheinrich.
3. The replacement of a defective part cannot constitute a reason for termination of the Rental Contract, nor can it give rise to damage compensation or a reduction of the price of the Rental, nor does it give rise to a right on the part of the Renter to the provision of replacement equipment, regardless of the duration of the repair. The Rental Contract will remain in full force and effect during the repair or replacement of the damaged or stolen equipment.
4. Depending on the amount of the necessary repair costs, Jungheinrich reserves the right, at its discretion, to regard the Goods as a total loss and not to carry out the repair. In the latter

case, Jungheinrich is entitled, at its discretion, to replace the Goods or to cancel the Rental Contract without being obliged to compensate the Renter for any damages or costs.

5. Jungheinrich is at all times entitled to replace the rented Goods with a nearly equivalent and suitable Good at its discretion. The replacement Goods will be deemed to replace the original Goods. If the Renter requests replacement of the Goods, and if Jungheinrich agrees to such request, the Goods will be replaced by Jungheinrich on terms to be determined by Jungheinrich, to be laid down in a new contract between the Parties.
6. The replaced parts become the property of Jungheinrich as soon as the replacement has been carried out.

#### **XI. Prices, invoicing and payment terms**

1. All prices are exclusive of VAT.
2. The Rental Contract is based on a maximum of 1,200 operating hours per year or 100 operating hours per month. The price included in the Rental Contract applies to the aforementioned maximum number of operating hours. It is calculated on the basis of normal use under normal conditions. The Renter accepts that the operating hours counter will be checked regularly and as much as Jungheinrich deems necessary. The additional hours per unit will be charged each month per unit in proportion to the basic rate.
3. The total rent is expressed per month, unless agreed otherwise. If the Rental Contract starts or ends during the course of a month, the rent will be calculated pro rata temporis.
4. The rent shall first become due on the last day of the month in which the Rental Contract commences and thereafter shall always be due monthly on the last day of the month, unless otherwise agreed.
5. All invoices are payable at the registered office of Jungheinrich in Leuven within fourteen (14) days after invoice date, unless otherwise agreed and accepted in writing by Jungheinrich.
6. All possible taxes, duties, costs and charges, on whichever grounds, that may have been incurred during or after the delivery, are always at the expense of the Renter.
7. 50% the total monthly rent is reviewable annually from January in accordance with the consumer price index. Any tacit or contractual waiver during the current year does not imply a renunciation of this annual adjustment and in no way alters the right of Jungheinrich to indexation in subsequent years. A reduction in the index figure does not give rise to a reduction in the total monthly rent.
8. In the event of full or partial non-payment of an invoice, the amount owed will be increased, ipso jure and without any notice of default being required, by a lump-sum compensation of 10%, with a minimum of 100 EUR.
9. In addition, by operation of law and without any notice of default being required, default interest will be due and calculated in accordance with the Act of 2 August 2002 on late payments in commercial transactions (*Wet Betalingsachterstand Handelstransacties*).
10. In the event of non-payment by the due date, Jungheinrich reserves the right to suspend the fulfilment of its obligations under the Rental Contract as well as all current orders for Goods and/or Services until the outstanding balance is paid in full, without this giving the Renter cause to claim compensation. The Parties explicitly agree to regard all separate contracts as single and indivisible with regard to the application of the aforementioned non-performance exception.
11. The full or partial non-payment on the due date of a single invoice will render the balance owed of all other invoices, including those not yet due, immediately payable by operation

of law and without prior notice of default.

12. If, when ordering, the Renter requests invoicing to a third party, the Renter will remain jointly, severally and indivisibly bound to fulfil its obligations under the Rental Contract, despite invoicing to a third party.
13. Complaints concerning invoices must be submitted by registered letter within ten (10) days of the invoice date on penalty of expiry, and must be described exactly and in detail. Lodging a complaint does not release the Renter from its obligation to pay. However, if the Renter defaults on payment without notifying Jungheinrich of its objections by registered letter, Jungheinrich is entitled to suspend its obligation without prejudice to its right to claim interest on arrears as well as the damages as stated in the previous provisions.
14. In accordance with Article 4, §2 of the Law of 2 August 2002 on late payments in commercial transactions (Wet Betalingsachterstand Handelstransacties), the Renter must provide Jungheinrich with all information necessary to issue the invoice no later than at the time of receipt of the Goods and/or performance of the Services. Jungheinrich will not take into account any information provided later when preparing the invoice.
15. Jungheinrich shall include on its invoices only the legally required information as well as - if this was agreed between the Parties in writing and communicated in due time - a Purchase Order (PO) number. If the Renter wishes Jungheinrich to observe additional formal requirements and/or modalities with regard to invoicing (e.g. use of a payment platform, addition of certain documents and/or references to invoices, etc.), a separate mutual written agreement between the Parties must always be made in this regard.
16. In addition, the Parties expressly agree that Jungheinrich's non-compliance or inadequate compliance with form requirements and/or modalities imposed by the Renter in respect of invoicing (e.g. use of a payment platform) shall not constitute valid grounds for invoice protest and shall not relieve the Renter of its payment obligation.

## **XII. Assignment**

1. The Renter is prohibited from assigning the claims, rights and obligations arising from the agreement with Jungheinrich, under any condition, except with the prior written consent of Jungheinrich and under the conditions determined by Jungheinrich.
2. In addition, Jungheinrich is permitted to use subcontractors, e.g. for the transport of the Goods and accessories to the agreed location of the Renter and for specific maintenance work. Jungheinrich nevertheless remains fully responsible for the correct fulfilment of the agreement.

## **XIII. Liability**

1. Jungheinrich assumes responsibility for product liability in accordance with the mandatory statutory provisions in that respect. Jungheinrich is in no way liable if damage is caused not only due to a defect in the Goods and accessories, but also due to a fault or negligence on the part of the Renter or a person for whom the Renter is responsible.
2. Jungheinrich or its representatives, are not liable for material damage caused by negligence, ordinary or minor fault.
3. Except in the event of (i) willful misconduct or (ii) faults by Jungheinrich or its representatives affecting life or physical integrity, Jungheinrich's total liability according to article XIII. of these General Terms and Conditions of Rental is limited per claim to the amount of six (6) months of rent for the respective

delivery, not exceeding the amount of the invoice concerned. In the event of multiple claims, the total liability of Jungheinrich pursuant to this article XIII. per year due to an error or omission on the part of Jungheinrich cannot exceed the total value of all invoices relating to the respective delivery during that year.

4. Notwithstanding the applicable rules of mandatory law and public order, Jungheinrich's liability, irrespective of the legal reason for the damage, is excluded for indirect or consequential damage (such as, but not limited to, loss of profit and turnover, incurred losses, damage caused by delay, stagnation of business, missed savings, loss of use, production losses, costs for replacement purchases, futile expenses, purely financial losses, such as fines) and in any case limited to the amounts specified in article XIII.3.
5. The Renter acknowledges that the repair of damage caused by the non-fulfilment of a contractual obligation by a director or employee of Jungheinrich is, within the legal limits, only ground for a contractual claim against Jungheinrich and not grounds for any extra-contractual liability claim against the director or employee of Jungheinrich, even if the event that caused the damage also constitutes an unlawful act.
6. The Renter acknowledges that the repair of the damage caused by the non-fulfilment of a contractual obligation included in the Rental Contract, within the legal limits, is governed exclusively by the rules of contract law, even if the event that caused the damage also constitutes an unlawful act.
7. No provision of these General Terms and Conditions of Rental may be interpreted or applied as excluding or limiting the liability of Jungheinrich to the extent not permitted under the applicable law.

## **XIV. Force majeure - hardship**

1. To Jungheinrich, force majeure means circumstances of a factual, legal or other nature — whether foreseeable or not — that through no fault of its own prevent or seriously hinder the timely fulfilment of the Rental Contract. Such circumstances include: strikes; lockout strikes; production interruptions as a result of machinery breakdown, interruptions in the supply of energy and water or fire etc.; import, export and production bans and other government measures; transport restrictions; failures by suppliers and auxiliary persons; epidemics; pandemics.
2. If a force majeure event occurs on the part of Jungheinrich, Jungheinrich will notify the Renter without delay. The obligations whose fulfilment is prevented by force majeure or seriously hindered for Jungheinrich will be suspended, without any right to compensation arising. If it has been established that the force majeure situation will last longer than thirty (30) full working days, or as soon as the force majeure situation has lasted longer than thirty (30) full working days, each Party will be entitled to cancel the Rental Contract by registered letter, without any right to compensation arising.
3. The Renter shall be bound by the terms of the Rental Contract as they exist at the time of the formation of the Rental Contract between the Renter and Jungheinrich. Any subsequent unforeseen circumstances beyond the Renter's control that aggravate or complicate the performance of the Rental Contract, including but not limited to changed market conditions, availability of goods and services or changes in legislation, shall not affect the validity or enforceability of the Rental Contract. Renter waives any right to invoke contingencies as grounds for renegotiation or termination of the Rental Contract. The application of Article 5:74 of the Civil Code is excluded.

## **XV. Data protection**

1. Jungheinrich processes personal data in accordance with the General Data Protection Regulation (GDPR). Jungheinrich will also treat personal data confidentially, and will neither process personal data outside the purposes of the Agreement nor disclose it to third Parties. In particular, Jungheinrich will oblige all employees who have been appointed or who will be appointed in future to keep personal data confidential, and instruct them on data protection, with reference to the penalty and sanction provisions.
2. Further information on data protection at Jungheinrich can be found on the [www.jungheinrich.be](http://www.jungheinrich.be) website.
3. The Jungheinrich trucks are equipped with a so-called telematics box as standard. During the operation of the truck, the telematics box continuously generates anonymised vehicle data that cannot be assigned to a private individual ("Telematics Data") and transmits this data to Jungheinrich on a mobile basis. These are transmitted wirelessly to Jungheinrich. These data include forklift truck operation data (speed, position, lift, lower, operational status), the temperature of individual forklift truck components, the operating hours, fault log etc. The use of such Telematic Data by Jungheinrich shall be governed by article XVI. The deactivation of the telematics box can be recorded in a separate written agreement at the request of the Customer. A separate, written agreement is also required if the Customer wishes Jungheinrich to collect and process telematics data.

## **XVI. Product and Related Service Data (Data License)**

1. During the use of our Goods or other connected Services ("**Product**") by the Renter, various data related to the Products or environment of the Product will be obtained, collected, generated or otherwise processed by the Product, including metadata ("**Product Data**"). In the event that the Product is connected to a software, application, or another digital service provided or operated by Jungheinrich ("**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.
2. The Renter 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 Renter grants private individuals access to the Product and the use thereof, e.g. the 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 a breach of the obligations of the Renter under the Rental Contract.
3. Jungheinrich and the Renter agree that in context of these General Terms and Conditions, the data holder within the meaning of Regulation (EU) 2023/2854 ("**EU Data Act**") for all Product Data and Related Service Data is Jungheinrich Aktiengesellschaft, Friedrich Ebert Damm 129, D-22047 Hamburg ("**Data Holder**").
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 the Renter or activities related to such agreement; monitoring and maintaining the functionality, safety, and security of the Good 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 our Goods 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 Good or 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 License**"). The Data Holder does not use Product Data or Related Service Data to derive insights about the economic situation or assets of the Renter or in any other way or form that is detrimental to the legitimate interests of the Renter.
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 section XVI. 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.
  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.
  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 organizational 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.

## **XVII. Intellectual property and confidentiality**

1. The Renter acknowledges that Jungheinrich remains the exclusive owner of all intellectual property rights relating to the Goods and/or Services and the name and logo under which they are provided by Jungheinrich, and undertakes not to make any claims in respect thereof.
2. The Renter will keep confidential and business information as well as know-how (including prices, discounts and/or specifications offered or agreed by Jungheinrich) of Jungheinrich strictly confidential during the term of the agreement and after termination thereof, and will not disclose the same to any third party in any form whatsoever without the prior written approval of Jungheinrich, and will only use the information known to the Renter of Jungheinrich for the execution of the agreement with Jungheinrich.
3. The Renter may not disassemble, decompile or reverse engineer any Goods, software or other accessories received from Jungheinrich.

## **XVIII. Termination**

1. In the event the Renter does not fulfil (one of) its obligations under the Agreement, Jungheinrich may at any time, at the Renter's expense, take all protective measures it deems necessary to remedy the Renter's negligence.
2. Jungheinrich is entitled to terminate the Rental Contract by registered letter by operation of law and without prior notice of default and, if necessary, to demand the return of the delivered Goods:
  - a. in case of bankruptcy, the commencement of judicial reorganisation proceedings, liquidation or serious degradation of the Renter's creditworthiness, who undertakes to notify Jungheinrich in writing in the aforementioned cases;
  - b. in case the Renter has not paid the rent by the relevant due dates;
  - c. in case the Renter is in breach of its obligations under the Rental Contract (in particular the obligations described in Articles VI., VIII., IX. and X. of these General Terms and Conditions of Rental), after the Renter has been given the opportunity in writing by Jungheinrich to remedy the breach within a period of eight (8) days and fails to do so.
3. In such cases, cancellation will take effect on the first day following the date of dispatch of the registered letter confirming cancellation.
4. In case of partial or complete termination, the Renter will immediately, and without prior notice, pay Jungheinrich the amounts due in respect of overdue and unpaid rents and accessories, as well as the late payment interest and lump-sum compensation provided for in Article XI.
5. When a Rental Contract is terminated by the Renter before the minimum term has expired or cancelled on the Renter's behalf, the Renter undertakes to pay a severance and reletting fee within eight (8) days to the amount of 25% of the rent due for the remaining minimum term of the Rental Contract. The above applies without prejudice to Jungheinrich's right to claim greater compensation if the actual damage is greater.
6. On termination of the Rental Contract, the Renter will, at its own expense and risk, within 24 hours after the last day of the agreement, make the Goods available at the Renter's premises in a clean and proper condition — except for normal wear and tear - in accordance with Jungheinrich's instructions. Unless expressly agreed otherwise, Jungheinrich will, at the expense and for the account of the Renter, take care of the disassembly (to the extent necessary) and transport of the Goods.

7. The Renter acknowledges, unless expressly agreed otherwise, that the rented Goods consist of a unique combination of i) truck, ii) battery and iii) charger, all three of which are marked with a unique serial number. Upon termination of the Rental Contract, the Renter is obliged to return this unique combination (i.e. i) truck, ii) battery and iii) charger). In case non-compliance with this provision, the rent, plus any additional transport costs, will remain due until the date the Goods are made available for collection by Jungheinrich in good condition and ready for operation.
8. In the absence of immediate return of the Goods by the Renter on the due date pursuant to cancellation of the contract, the rent will remain due until the date the Goods are made available for collection by Jungheinrich in good condition and ready for operation. In addition, the Renter will continue to bear full responsibility for the Goods until they are collected by Jungheinrich.
9. Upon return of the Goods (regardless of the reason for return: end of Rental Contract, cancellation of Rental Contract, ...), Jungheinrich will prepare a damage report in accordance with the annexed "Scratch catalogue". All repairs that prove to be necessary and that are not the result of normal wear and tear and old age will be charged to the Renter. The Renter is also obliged to pay for any missing accessories. In addition, all modifications to the Goods made by Jungheinrich at the Renter's request must be undone at the end of the Rent in order to return the item to its condition prior to the Rental Contract. All associated costs will be borne by the Renter.
10. Should Jungheinrich and the Renter not agree on the condition of the Goods upon return, the Parties will jointly instruct an independent expert to inspect the Goods. Both Parties will bear half of the costs of this inspection.
11. At the expense of the Renter, Jungheinrich may remove or repair any damage and/or changes and/or significant soiling to or of the Goods for which Jungheinrich has not given its express written approval. The Renter is liable vis-a-vis Jungheinrich for all resulting damage and costs.
12. The Renter is obliged to do the following when returning the Goods:
  - a. in case of Rent of electric Goods: charge the battery;
  - b. in case of Rent of a thermal Goods (powered by gas or diesel): return the Goods with a full diesel tank or full gas bottle, failing which Jungheinrich reserves the right to charge either the missing number of litres of diesel or the value of a gas bottle at the market price;
  - c. in case of Rent of Goods with an exchangeable gas bottle: return the Goods with a gas bottle, failing which Jungheinrich reserves the right to charge the value of the lost packaging.
13. If the Renter fails to fulfil the obligations in clause 11, Jungheinrich is entitled to recover the costs from the Renter. These costs will be included in the damage report referred to in paragraph 9.

## **XIX. Applicable law and jurisdiction**

1. The legal relationship between the Parties, these General Terms and Conditions of Rental and the agreements will be governed by the laws of Belgium. The United Nations Convention on Contracts for the International Sales of Goods (CISG) and the provisions of private international law will not apply, to the extent permitted by the applicable law.
2. The parties will endeavour to resolve any differences of opinion or disputes amicably. If this is not possible, it is agreed that the courts of Leuven will have exclusive jurisdiction over all disputes between the Renter and Jungheinrich.

## **XX. Final provisions**

1. These General Terms and Conditions of Rental and the agreement between the Parties cannot be amended or modified, unless agreed in writing and signed by the Parties.
2. The nullity of any provision of these General Terms and Conditions of Rental will not affect the validity of the remaining provisions of General Terms and Conditions of Rental and will not lead to the nullity of these provisions. The Parties undertake to replace the null and void clause(s) with a legally valid clause or clauses that correspond to the original intention of the Parties and the spirit of the agreement or come as close as possible to it.