

I. Scope of Application, Basic Terms

1. These **General Terms and Conditions of Short-Term Lease Agreements of Jungheinrich Polska Sp. z o.o. ("GTCSLA")** form an integral part of all offers, statements of will and in particular any short-term lease agreements, deliveries for the duration of supply/ repair and presentations concluded by Jungheinrich Polska Sp. z o.o. (Lessor/ JH), unless the Parties agree otherwise. Any regulations diverging from the provisions of these GTCSLA require, under pain of nullity, unanimous statements of will expressed in writing by JH and the addressee of the offer, the ordering party or the lessee (Lessee), hereinafter jointly referred to as the "Parties" with respect to the forklifts or other devices from the offer of JH (Object of Lease). The Parties accept conclusion of the Agreement with the use of an advanced electronic signature.
2. JH declares that it has the status of a large entrepreneur.
3. The Lessee, when filing an order or concluding a Lease Agreement (order) agrees for incorporation of these GTCSLA into the content of the Agreement as its internal and binding content.
4. If individual provisions of these GTCSLA are or become invalid or ineffective, the validity or efficiency of other provisions shall remain intact.
5. In case of lease of devices from an external supplier, the Lessor reserves the right to present individual GTCSLA with respect to a specific Lease Agreement.
6. JH provides services exclusively for the benefit of economic entities for which services directly related to their business operation are provided and which have a professional character for such entities. Otherwise, the Lessee shall be required to present a relevant statement in the form of a document, however not later than as of the moment of entering into the Agreement.

II. Conclusion of Agreement, Object of Lease

1. JH makes a reservation that the published catalogues, photographs, advertisement folders and technical data pertaining to the Object of Lease are for reference purposes only. Only data and technical parameters of the Object of Lease confirmed by JH in writing in the order shall be binding. The Lessee shall be responsible for the correctness of data provided in the order or in the documents attached to the order.
2. JH reserves the right of introducing structural changes, changes in the technical data and design of the Object of Lease that result from modernisation and technical progress, provided the Object of Lease does not change its intended use and its delivery is not contradictory with the Lessee's material interest. Forklift speed ranges provided by JH refer to the operation in temperature +20° on a concrete, level surface and in dry surroundings, excluding the period of vehicle start-up. Divergences from the declared parameters are permitted if they refer to standard operation and within a standard scope.
3. Jungheinrich forklifts are equipped with the so-called telematic modules as a standard which, during the forklift operation, generate information ("telematic data") on an ongoing basis and send it in a wireless mode to JH. The generated telematic data encompass the forklift's operation and operational data, such as information about lifting, laying down, run, speed, position, current status (on/ off), temperature of operation of individual forklift elements, moto-hours, as well as notifications about errors. Depending on the type of the telematic module, JH downloads all of the above-listed telematic data or exclusively the following data: data about the current status (on or off), times of operation and notifications about errors.
4. JH uses the telematic data to settle the moto-hours (mth), for technological development and optimisation of devices and offer of JH, performance of remote services, as well as for comparative studies. The Lessee agrees for the use of telematic data by JH or by entities collaborating with JH. By signing a separate agreement, the Lessee may turn off the telematic module in the purchased device. Any telematic data compiled by the device constitute the property of JH. Making them available to the Lessee requires a separate agreement.
5. The telematic module does not collect, does not process and does not send any personal data of the Buyer's employees. If the Buyer combines the telemetric data with the data allowing for identification of a given person (e.g. the forklift operator), the Buyer shall bear exclusive liability for it.

III. Issue and Return of Object of Lease

1. Issue and return of the Object of Lease shall be made at the Lessee's cost in the territory of Poland in the place of operation of the Object of Lease specified in the order.
2. Issue of the Object of Lease shall take place on the date of delivery of the Object of Lease by signing a hand-over and acceptance report by the Lessee or by a person authorised by it. Such day shall be treated as the first day of lease, unless the Agreement between the Parties stipulates otherwise.
3. Signing the hand-over and acceptance report is tantamount to the Lessee's acknowledgement that the Object of Lease along with additional accessories is in a good condition and without defects. In case any defects have been detected, the Lessee shall immediately inform JH about them and include them in the report.
4. Return of the Object of Lease shall take place on the date of signing the hand-over and acceptance report by JH or by a person authorised by it.
5. The Object of Lease shall be returned to JH in a non-deteriorated condition excluding standard wear and tear resulting from ordinary use, along with all original parts, accessories and additional equipment (including the instruction manual or the book of the Office of Technical Inspection, UDT), both according to the status as of the date of handing it over to the Lessee, as well as with all original parts, accessories and equipment which the Object of Lease was provided with during the lease period.
6. During the return procedure of the Object of Lease, the Parties shall prepare a damage report. If the Object of Lease is returned to JH in a condition other than described above, the Lessee shall bear the costs of the necessary repairs and pay JH rent specified in the Agreement for the period required for performance of repairs or restoration of the Object of Lease. The cost and the duration of repairs shall be determined by the JH services based on the applicable price lists and processing dates. If the Object of Lease is a gas-powered forklift, the Lessee shall return it together with the gas cylinder of the same brand, confirmed in the hand-over and acceptance report. In case of absence of the gas cylinder of the same brand, the Lessee shall bear its cost in the amount of PLN 100.00 net. If the Object of Lease is a Diesel-powered forklift, the Lessee shall return it with such level of relevant fuel that was confirmed in the hand-over and acceptance report; otherwise, the Lessee shall be charged with the costs of refilling the fuel in the amount of PLN 6.50 per litre net. The Lessee shall keep and return the Object of Lease clean, ordered and fully

functional. If the returned Object of Lease requires any cleaning, the Lessee shall additionally bear the costs of cleaning in the amount of PLN 100.00 net. In case of severe soiling, damage of the varnish or damages caused by corrosion, the Lessee shall bear the complete costs of restoration of the forklift, according to a separate cost-estimate.

7. JH may also encumber the Lessee with the cost of removal of damages resulting from causes attributable to the Lessee, detected during the technical control of the condition of the returned Object of Lease, which were not included in the hand-over and acceptance report during its return to JH.
8. If the Object of Lease cannot be returned on the date of return agreed by the Parties due to causes attributable to the Lessee, the Lessee shall bear all costs related to transport and stops, as well as shall pay the rent agreed in the Agreement for the period of lease extension.

IV. Liability of Lessee and JH

1. The Lessee shall be liable for accidental loss or damage to the Object of Lease, in particular for theft, loss and destruction or damages during the period of operation and for any damages to property and person resulting directly or indirectly from the use of the Object of Lease and its technical condition. The risk of loss or damage of the Object of Lease is transferred to the Lessee as of the moment of its collection from JH and encumbers the Lessee until the moment of returning the Object of Lease to JH.
2. The Object of Lease is not insured. The insurance depends on the Lessee's will and is in the Lessee's interest. JH, on the basis of a separate order of the Lessee and upon terms specified therein, may provide the Object of Lease with damage coverage.
3. The Lessee shall immediately inform JH about loss, any damage or destruction of the Object of Lease, and in case of theft the Lessee shall additionally notify the police.
4. The Lessee shall cover the costs of repair, and in case further use of the Object of Lease is impossible - the Lessee shall pay JH (i) for the Object of Lease included in the record of fixed assets and intangible and legal values prepared for tax purposes of JH - according to the net value of the fixed asset resulting from books, additionally increased by 25% of such value (ii) for the Object of Lease that was rented or leased - according to the market value of an identical new or similar device reduced by the depreciation costs of the Object of Lease, however not lower than the value which JH shall be required to pay to the entity that handed over the Object of Lease to JH for rental or lease.
5. Until the moment of complete settlement of a lost Object of Lease, the Lessee shall cover 75% of the rent agreed in the Lease Agreement, on the dates foreseen in the Agreement.
6. JH shall not be liable for any loss or damage to the Object of Lease that was handed over to the Lessee by JH resulting from actions or omissions of the service personnel, unless the loss or damages result from intentional fault or gross negligence.
7. JH shall not be liable for any drop in production, loss of profits or other economic losses of the Lessee. The Lessee shall not be vested with claims for damages, and it shall not seek liability for indirect and consequential damages.
8. In case of concurrence of claims for redressing damages resulting from a forbidden deed, as well as resulting from failure to perform or improper performance of an obligation, the Parties, pursuant to Art. 443 of the Polish Civil Code, exclude tort liability of JH.
9. Exclusions and limitations of liability referred to in the points above (IV.6-8) are not applied when the Lessee is a consumer or a natural person conducting business activity for whom the transaction is directly related to business operation, yet it does not have a professional nature in line with such person's declaration.

V. Lessee's Obligations and Terms of Use of Object of Lease

1. The Lessee shall use the Object of Lease in line with its intended use, the agreement, instruction manual and the applicable legal provisions.
2. The forklift operator or another person using the Object of Lease shall hold relevant valid and up-to-date certificates in line with the applicable provisions.
3. To keep the Object of Lease fully operational and to ensure operation safety, the Lessee shall, in particular: (i) observe the applicable legal provisions, in particular defined in the Regulation of the Minister of Economy, Labour and Social Policy on technical conditions of technical supervision in the operation of certain handling equipment (Polish Journal of Laws Dz.U.2003.193.1890 as amended), any OHS regulations and provisions of this Agreement; (ii) observe the provisions of the instruction manual of the device, among others the permissible standards of load of the Object of Lease, use and storage in the conditions proper for the device, with adequate safeguards for the Object of Lease from the impact of humidity and low and high temperature, hazardous or aggressive substances, atmospheric factors such as rain, snow, hail, etc. (e.g. roofed parking space for the Object of Lease); (iii) systematically perform the daily servicing activities of the Object of Lease and in particular: secure proper supply for the Object of Lease, control the Object of Lease before the start of work, control the moto-hours meters, control the level of oil in the engine, the level of cooling liquid and other operating fluids and supplement them, verify the pressure of air in the tyres, remove foreign objects stuck or caught in the wheels or rollers, control the level of electrolyte in start-up and traction batteries and supplement the distilled water, charge the traction and start-up batteries in a full cycle and in the case of li-ion batteries: balance the charging of li-ion batteries, keep the Object of Lease clean, including cleaning of the wheels and rollers and additionally secure it from any interference by third parties.
4. Any repairs, maintenance inspections, improvements and other changes shall be made exclusively by JH. The Lessee shall immediately notify JH about the necessity of a repair or a maintenance inspection in line with the instruction manual or an inspection sticker on a forklift, whereas the decision about the maintenance inspection shall be made by JH. In case of any maintenance interventions by the Lessee or a third party, JH shall have the right to restore the Object of Lease to the original condition at the cost of the Lessee and demand appropriate damages.
5. The Lessee shall prepare and make the Object of Lease available to JH on a timely basis and ensure proper, safe and correctly lit place for performance of services and tests of the Office of Technical Inspection (UDT). JH shall have a right to verify the technical condition of the Object of Lease at any moment. The Lessee shall allow JH to carry out such control. Use of the Object of Lease in a place other than the place of delivery requires a prior written consent of JH.

VI. Term of Lease

1. The Agreement is concluded for a period agreed separately by the Parties. The Lessee in every case shall notify JH about the intention of returning the Object of Lease at the latest two business days before the planned return.

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- The Parties allow the possibility of extending the lease by the Lessee upon the approval of JH. The Lessee shall notify the intention of extending the lease in writing, at least 2 days before the end of the period of lease.
- If the Lessee fails to notify the intention of extending the lease in line with Section 1 above to JH or if the Object of Lease has not been returned in spite of prior determinations, the Agreement pertaining to a given Object of Lease shall be extended for an unlimited term with a possibility of its termination by any of the Parties observing a one-day notice period.

VII. Rent

- The basis for calculation of the rent is the JH price list applicable on the date of entering into the Agreement, unless the Parties agreed otherwise.
- Rent shall be settled in the gross amount in the currency of the invoice, i.e. EUR or PLN. If the currency of the invoice is PLN, all costs expressed in EUR shall be converted to PLN at the average rate of the National Bank of Poland applicable on the invoice issue date. The prices provided by JH, including rent, do not include VAT. Unless the Parties agreed otherwise, rent shall be paid in advance. The date of payment shall be the date of receipt of the full amount of receivables at the bank account of JH indicated on the invoice, and in case of any delays with settlement of any payments, the Lessee shall pay default interest.
- JH shall be authorised, at its discretion, to request the Lessee to offer an advance payment or another security for performance of the Agreement.
- Rent shall be charged for every calendar day of lease, including Saturdays, Sundays and days statutorily free from work. Furthermore, JH shall be authorised to change the rent in case of changes in the fitouts of the Object of Lease required due to changes in the applicable legal provisions or performed at the request of the Lessee or in case of changes in fees or taxes related to the Object of Lease (e.g. introduction of the obligation of insuring the Object of Lease with respect to public liability, material changes in the rates of public liability insurance premiums).
- In case the Lessee shortens the period of lease due to causes not attributable to JH, the Lessee shall pay JH the difference between the rate specified in the Agreement and the rate from the price list corresponding to the actual lease period.
- JH reserves the right to change the rent due to material reasons. The new amount of rent shall apply as of the first day of the following calendar month, calculating from the date of notifying the Lessee. The Lessee shall have a right to terminate this Agreement at the end of the month when the aforementioned notification was received.
- The rent refers to the period of lease agreed by the Parties and encompasses inspection of the Office of Technical Inspection (UDT), along with the assistance and the cost of maintenance servicing of the Object of Lease by the JH services, i.e. maintenance inspections of the forklift in line with the service manual and repairs of damages resulting from correct use. The rent does not include: (i) assembly and disassembly of the Object of Lease; (ii) transport, loading and unloading; (iii) costs of use of the Object of Lease, including fuel, fluids necessary for the performance of daily servicing of the Object of Lease, charging of batteries, etc.; (iv) repairs of mechanical damages resulting from causes not attributable to JH, e.g. incorrect use or resulting from the operation of external factors (e.g. fire, flood, force majeure).
- In case of a repair of a failure of the Object of Lease resulting from causes attributable to the Object of Lease or attributable to JH, where the date of removal exceeds 2 business days from the date of the diagnosis by the JH maintenance technician, the Lessee shall be entitled to receive a standard replacement forklift as part of the Agreement. The Lessee shall notify the failure in writing and its request for a replacement forklift in advance to a division of JH competent with respect to a given territory, between 8.00 a.m. and 4.00 p.m. on business days. If delivery of a replacement forklift to the Lessee is impossible, the Lessee shall have a right to demand a relevant reduction in rent for the period of repair when the forklift could not have been used. In case of damages or failures resulting from causes not attributable to JH (e.g. mechanical damages, damages caused by fortuitous events, e.g. flooding, fire, theft, act of vandalism, damage to the fork, irregularities in the electricity grid (e.g. sudden changes of voltage), failures resulting from the impact of adverse weather conditions such as, e.g., rain, snow, hail; failures resulting from contaminated fuel or resulting from negligence or lack of daily maintenance, overload, excessive use, incorrect surface of operation, aggressive work environment), the Lessee shall cover the cost of repair of the Object of Lease along with transport to/ from the JH shop and shall settle rent for the period of its repair. The cost and the duration of repairs and transport shall be determined by the JH services based on the applicable price lists and processing dates.
- If delivery of a replacement forklift to the Lessee is impossible, the Lessee shall have a right to demand a relevant reduction in rent for the period of repair when the forklift could not have been used.

VIII. Termination of Lease Agreement

- JH may terminate the Lease Agreement with immediate effect after summoning the Lessee to act in compliance with the Agreement, if the Lessee: (i) groundlessly refuses to accept the Object of Lease; (ii) uses the Object of Lease in a mode inconsistent with the Agreement; (iii) exposes the Object of Lease to loss or damage by failing to meet the obligations of care and diligence with respect to the Object of Lease encumbering it, performs changes, independent repairs or interferes with the device in another manner without the consent of JH; (iv) prevents JH from verifying the technical condition of the Object of Lease; (v) hands over the Object of Lease to a third party, other than the Lessee's subcontractor, for whose actions or omissions the Lessee is responsible as for its own actions or omissions, without a separate authorisation from JH or uses the Object of Lease in a place other than agreed; (iv) is late with settlement of any amounts due resulting from the Agreement by more than 7 days; (vii) submits an application for the initiation of restructuring proceedings or announcement of the Lessee's bankruptcy or its main shareholders and also when it intends to wind up or winds up the conducted business, reduces or changes its profile.
- In case the Agreement is terminated without a notice, the Lessee shall - at its own cost and risk - immediately make the Object of Lease available to JH, whereas JH shall have the right to collect the Object of Lease.

IX. Personal Data Protection

- The personal data controller is JH. The provided personal data shall be processed for the following purposes: (i) conclusion or performance of the Agreement - based on Art. 6(1)(b) of the GDPR; (ii) marketing activities carried out by JH independently or in cooperation with other entities - based on Art. 6(1)(f) of the GDPR; (iii) performance of rankings, reports and analyses - based on Art. 6(1)(f) of the GDPR; (iv) storage of documents - based on Art.

6(1)(c) and (f) of the GDPR; (v) performance of obligations encumbering JH pursuant to the applicable law - based on Art. 6(1)(C) of the GDPR; (vi) seeking of potential claims - based on Art. 6(1)(f) of the GDPR.

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- The storage period of personal data depends on the purpose for which the data are processed. Factors taken into account include: (i) legal provisions (e.g. accounting act, etc.); (ii) period of service provision; (iii) period for which the consent was granted; (iv) term of the Agreement; (v) period of existence of legitimate interest of JH.
- Furthermore, JH declares that the data subject is vested with the following rights: (i) right of access to personal data, including the right to receive copies of such data; (ii) right to demand rectification (correction) of personal data, in case when data are incorrect or incomplete; (iii) right to lodge an objection against the processing of personal data - within the scope of processing on the basis of legitimate interest of JH. To this aim, it is necessary to contact JH: rodo@ih.pl (DPO Frank Jastrob), JH will stop processing the provided personal data for hitherto purposes, unless it can be evidenced that the bases for processing of such data are necessary for establishment, exercise or defence of claims of JH or their processing by JH is required under a legally imposed obligation. The right to demand removal of personal data (the so-called right to be forgotten): a data subject may demand, at any moment, that the provided personal data are removed. The right to demand limitation of personal data processing: the data subject may, at any moment, request limitation of processing of the provided personal data exclusively to the storage of such data or performance of other agreed or legally required activities if the data subject deems that JH is processing the provided personal data incorrectly or without a legal basis or the data subject decides that it is necessary for establishment, exercise or defence of claims; or for a period of time of an objection filed by a data subject - until the moment of determining whether the legitimate bases on the side of JH are overriding with respect to the basis of the objection. In case of determining that processing by JH of the provided personal data violates the GDPR provisions the data subject shall be vested with a right to file a complaint to the President of the Personal Data Protection Office.
- Personal data may be transferred to third parties, solely within a scope specified by the law. In such case, JH may transfer such data to entities linked to JH via capital, suppliers and sub-contractors, should it be necessary from the point of view of the Agreement or on the basis of legitimate interest of economic and efficient performance of business activity. JH does not make decisions based exclusively on automated data processing. Provided personal data are not made available outside of the EEA.

X. Terms of Power Buy the Hour (PBTH) Lease

- The Parties, based on the general provisions of these GTCSLA may, in a given settlement period, apply the hourly settlement model (Power Buy The Hour - PBTH). In such case, the provisions of X.2-5 of the GTCSLA shall be applied accordingly.
- JH shall make the device available to the Lessee, whereas the Lessee shall use the device as part of one of the agreed moto-hour (mth) packages:
 - Stand-by package (up to 540 mth annually); or
 - Standard package (above 540 mth annually).The Parties agree that the annual settlement minimum for the Standard package shall be 541 mth, whereas for shorter lease periods, the settlement minimum shall be determined as proportionally lower. Settlements of the settlement minimum shall be made in line with the provisions of X.4 of the GTCSLA.
- For every month of the PBTH lease, the Lessee shall pay JH rent encompassing:
 - fee for making the device available, dependant on the agreed Package; and
 - fee for mth, which shall be the product of the number of mth operated in a given settlement period and the rate per mth.
- If the Standard package was chosen and the settlement minimum has not been met, the Lessee - at the end of the agreed lease period - shall pay JH a levelling fee, which shall be the product of the number of mth not operated as part of the settlement minimum and the rate per mth.
- The Parties shall make the settlements of mth based on the readings of the telematic module; however, other forms of reading the mth reader of the device are also permitted.

XI. Presentation and Other Provisions

- In case of duration of the period presentation of the Object of Lease, JH shall not charge rent from the Lessee. The remaining provisions of the GTCSLA, in particular in the area of delivery, use, liability, technical condition and acceptance of the Object of Lease, shall be applied accordingly.
- The Lessee, without prior consent of JH, shall not be authorised to assign, transfer or encumber any rights or obligations resulting from this Agreement in any mode.
- If a third party seeks claims pertaining to the Object of Lease, the Lessee shall immediately notify JH and the third party about JH's ownership title in writing. As of the moment of initiation of liquidation, bankruptcy or restructuring proceedings in reference to the Lessee or in case of seizure of the Object of Lease in the course of an enforcement procedure pertaining to the Lessee's assets, the Lessee shall label the Object of Lease in a mode indicating that it forms the property of JH and shall inform about the existence of this Agreement as well as notify JH about this fact.
- The Parties shall keep the material terms of this Agreement confidential, unless disclosure of such information shall be required based on the applicable legal provisions or upon the request of competent authorities. JH makes a reservation that the commercial offers, calculations, drafts, drawings and other technical data presented individually to the Lessee are confidential and constitute company secret of JH and cannot be shared with third parties.
- Any changes hereto require written form under pain of nullity. The Parties also allow for the document form. The Parties accept conclusion of the Agreement with the use of an advanced electronic signature. The Polish law shall govern the interpretation and the application of this Agreement. The Parties shall settle any disputes via mutual negotiations.