

**Jungheinrich Polska Sp. z o.o. General Terms of Protection
Against Damage to Machines (GTPDM)
(as at 1 July 2018)**

Jungheinrich Polska Sp. z o.o.
ul. Świerkowa 3, Bronisze k. Warszawy, 05-850 Ożarów Mazowiecki,
NIP PL1130082801, REGON 010465346 KRS 0000137163
Registration Authority Capital City of Warsaw District Court in Warsaw
14th Business Division of the National Court Register; Share capital: PLN
13,000,000

I. Scope of Application, Key Terms

1. These Jungheinrich Polska Sp. z o.o. ("JH") General Terms of Protection against Damage to Machines constitute an integral part of all proposals and contracts concerning the lease of Jungheinrich forklifts ("Machine"), especially short-term lease contracts, provision of a replacement for the duration of delivery/repair, showcasing ("Lease Contract") if the addressee of the proposal, the contracting entity or the lessee ("Lessee") has expressed its will to expand the business relationship by a covering the Machine with protection in case of damage ("Protection").
2. By entering into the Lease Contract stipulating a fixed daily fee in case of damage to a Machine ("Fee"), the Lessee agrees to the incorporation of the GTPDM into the Lease Contract as an integral and binding part thereof. These GTPDM shall be supplementary to the provisions to the Lease Contract.
3. If any of the provisions of these GTPDM is or becomes invalid or unenforceable, this shall be without prejudice to the validity and enforceability of other provisions, including the provisions of the Lease Contract.
4. The Protection and the GTPDM shall be valid on the territory of Poland.

II. Scope of Protection

1. As part of the Protection and pursuant to the GTPDM, JH shall fix a failure of and/or damage to a Machine ("damage") which has occurred unpredictably and suddenly other than as a result of incorrect operation or the lack of skill on the part of the operators during the intended use of the Machine, in accordance with the applicable laws and regulations as well as the user's manual. Unpredicted damage is damage which was not predicted in time by the Lessee nor its representatives or employees, or which should have been predicted according to the expertise necessary to conduct business.
2. Regardless of the cause of the damage, Protection shall not include:
 - a) theft or inexplicable disappearance of the Machine, including a loss identified during the inventory count;
 - b) damage resulting from defects existing at the time of conclusion of the Lease Contract with the GTPDM, which the Lessee should have notified JH about;
 - c) damage arising from the use of a defective Machine;
 - d) damage caused by Force Majeure (e.g. fire, flood), acts of patent vandalism, nuclear energy, nuclear radiation or radioactive substances;
 - e) damage occurring during transport;
 - f) damage caused by the use of the Machine in an aggressive work environment (e.g. in a freezer, in persistent humidity, in an acidic, caustic, salty, concrete environment, etc.);
 - g) damage occurring for the fault of a third party (supplier, including an unauthorised service provider, carrier, etc.);
 - h) damage caused intentionally or by gross negligence of the Lessee, its representatives, operators, employees or other parties acting for and on behalf of the Lessee, including any damage caused by the actions or involvement of individuals without requisite licences, under the influence of alcohol or narcotics;
 - i) recurring damage, e.g. reported more often than once a year, damage of a similar nature arising from comparable reasons (the same item of Machine, the same components) which has been fixed previously by JH under the GTPDM.
3. The scope of Protection does not include any replacement machine, including a replacement in place of the machine lost e.g. as a result of theft.
4. The Machine is not insured. Insurance depends on the Lessee's will and lies in the Lessee's best interest.
5. In the event that a damage covered by the GTPDM (cf. II.1) occurs, JH will repair the Machine, at its expense, to restore the Machine to good working order, including:
 - a) disassembling and assembling the Machine;
 - b) transporting the machine;
 - c) spare parts and consumables;
 - d) man hours of work of the Maintenance Technicians;
 - e) travel by the Maintenance Technician.
6. The cost of restoration of the Machine to good working order shall not include the costs included in the rent, such as:
 - a) maintenance and technical inspection;
 - b) assistance and tests by the Technical Supervision Authority and
 - c) any additional changes or improvements extending beyond the restoration of the Machine to good working order;
 - d) replacement and other machine covered by the rent payable for the Machine in question.

7. JH shall perform all the repairs as part of the Protection in such a way that the Machine is restored to good working order. The Lessee shall not have a right to monetary claim. Any further liability of JH shall be excluded.
8. Lessee's deductible shall amount to PLN 3,000.00. If a number of damages occur, a deductible shall apply to every damage separately. Deductible shall be applied once if several damages have occurred among which there exists a causal link.

III. Lessee's Obligations

1. If a damage occurs, the Lessee shall observe the duties arising from the Lease Contract under pain of claim dismissal and in particular the Lessee shall:
 - a) contact JH without delay by telephone in order to obtain instructions and recommendations from JH aimed at minimising the consequences of the damage;
 - b) notify JH in writing (also by e-mail) without delay, attaching in particular: an account of the circumstances surrounding the damage, a copy of the documents certifying the forklift operator's skills, photographs of the damaged areas, a photograph of the whole machine concerned;
 - c) safeguard the Machine and the place where the damage occurred until JH carries out an inspection, though JH permits an exemption from this obligation for safety reasons, in order to mitigate the extent of the damage or by prior consent of JH;
 - d) prepare and make the Machine available to JH on time and provide all information necessary to ascertain the existence of the damage.

IV. Term and Termination

1. The Protection and the GTPDM shall be valid throughout the term of the Lease Contract.
2. JH may terminate the Protection without notice for reasons specified in the Lease Contract or if an excessive number of cases of damage to the Machine has occurred.
3. The Lessee shall not have any claim for reimbursement for any tangible and intangible expenditure if the Protection has been terminated.

V. Settlement of Accounts

1. The Fee shall be charged and payable according to the Lease Contract for every calendar day.
2. JH may adjust the Fee if the technical condition or the working conditions of the Machine have changed.

VI. Liability

1. JH shall not be liable for any loss suffered by the Lessee, including any decline in the production output, lost profits or other economic losses arising in connection with the incorrect operation of the Machines, failure to observe the Lessee's duties or making the Machine available - or failure to do so - in order for the performance of services or additional services. The Lessee shall not be entitled to any claim for damages, nor for any indirect or consequential losses.
2. JH reserves the right to decline to perform the duties arising from the GTPDM until the Lessee has paid all past-due amounts owed to JH. Such refusal to perform said services shall not constitute a basis for any claim for damages on the part of the Lessee.
3. To the extent permitted by law, JH's liability for all other claims shall be excluded.

VII. IT Security / Data Protection

1. Jungheinrich Polska Sp. z o.o., Bronisze k/Warszawy, ul. Świerkowa 3, 05-850 Ożarów Mazowiecki is the controller of your personal data. Information about the processing of your personal data is included in the Lease Contract and on www.jungheinrich.com.pl in the the Privacy Policy tab.

VIII. Governing Law and Jurisdiction

1. These GTPDM, constituting an integral part of and supplement to the Lease Contract, shall be governed by and construed according to the laws of Poland.
2. The Parties shall resolve any disputes arising from the full maintenance contract by way of negotiation and if no agreement is reached, the disputes shall be resolved by the public court of competent jurisdiction over the registered office of JH.