

Jungheinrich Polska Sp. z o.o. ("JH") Świerkowa 3, Bronisze, 05-850 Ożarów Mazowiecki  
NIP PL1130082801, REGON 010465346, KRS 0000137163, Share capital PLN 13,000,000.00  
Registering Authority: District Court for the Capital City of Warsaw, 14th Commercial Division of the National Court Register.

Acting pursuant to Article 4c of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions, JH declares that it has the status of a large enterprise.

## A. Scope of Application; Basic Definitions

1. The General Terms and Conditions of Delivery and Warranty ("GTCDW") of JH form an integral part of all offers, cost estimates, contracts, orders and purchase orders ("Order") for services and deliveries of products from JH's portfolio ("Goods") performed by JH, unless the Parties decide otherwise.
2. JH provides services and delivers Goods exclusively to entrepreneurs for whom the services are directly connected with their business activity and have a professional character ("Client"). JH provides services within the territory of Poland.
3. Where permanent business relations exist, the GTCDW apply to all Orders unless the Parties decide otherwise. The Parties exclude the possibility of applying or enforcing any general terms of purchase, contracts, deliveries or warranty used in the Client's operations. The GTCDW also bind the Parties in subsequent agreements arising from an Order.
4. The GTCDW are available at: [www.jungheinrich.pl/GTCDW.pdf](http://www.jungheinrich.pl/GTCDW.pdf) or are delivered to the Client upon request. By placing an Order, the Client agrees to incorporate the GTCDW into the contract as its integral and binding part. In the absence of other arrangements, the content of the GTCDW constitutes the only binding legal regulation between the Parties.
5. If individual provisions of the GTCDW are or become invalid or ineffective, this does not affect the validity and effectiveness of the remaining provisions. In place of such provisions, the provisions of the Civil Code that are closest to the assumptions of the GTCDW shall apply.

## B. Conclusion of the Contract; Subject of the Order; Scope of Delivery; Packaging

1. All offers, cost estimates, model contracts, price lists, catalogues, photographs, brochures, forms, promotional materials, correspondence or arrangements between the Parties are for information purposes only and do not constitute an offer within the meaning of Article 66 §1 of the Civil Code; however, they do constitute an invitation to conclude a contract within the meaning of Article 71 of the Civil Code, and become binding on JH upon JH's confirmation of their acceptance.
2. The Client is responsible for the truthfulness and correctness of the data provided in the Order and may not refuse to accept Goods delivered in accordance with the Order.
3. JH reserves the right to make design changes, technical data changes or design pattern changes to the ordered Goods resulting from modernisation and technological progress, provided that such changes do not cause fundamental changes to the ordered Goods (e.g., basic technical properties, functions and appearance) and that they are generally acceptable to the Client.
4. The operating parameters specified by JH refer to operation at a temperature of +20°C, on even concrete surfaces and in dry surroundings, excluding the vehicle start-up period. Differences from the declared parameters, occurring even under the above conditions, are permissible within normal tolerance during normal operation.
5. Jungheinrich forklifts are equipped with telematics modules which, during operation, continuously generate anonymised information without any link to a natural person ("Telematics Data") and transmit such data remotely to JH. The generated Telematics Data include operational data of the forklift, i.e.: information on lifting, lowering, driving, speed, position, current status (on or off), temperature of individual components, operating hours, and error messages. The rules governing JH's use of Telematics Data are set out in Section M. On the basis of a separate agreement, the Client has the right to deactivate the telematics module. The Order does not constitute a mandate to collect or process Telematics Data on behalf of the Client. For this purpose, a separate agreement is required.
6. JH reserves unrestricted ownership rights and economic copyrights to individually presented offers, cost calculations, designs, drawings and similar documents provided to the Client; these simultaneously constitute confidential information and may not be disclosed to third parties in whole or in part without JH's written consent. Breach of this provision entitles JH to pursue claims in court for violation of trade secret, including under the Act on Combating Unfair Competition.
7. JH accepts the return of transport packaging. Returned transport packaging must be clean, free of foreign substances and, where appropriate, sorted by packaging material. If the above requirements are not met, JH is entitled to demand reimbursement from the Client for additional costs incurred.

## C. Delivery Time; Time of Performance; Force Majeure; Partial Performance

1. The delivery time is stated in weeks in JH's confirmation of the Order and is counted from the date JH's bank account is credited with the agreed advance payment and from the date the Client provides all required documents. The delivery time may change.
2. If, after the Order is confirmed, the Client submits additional requests, including requests to make changes to the ordered Goods, such request is treated as placing a new Order. In such a case, JH may set a new delivery time.
3. Neither Party shall be liable for damage caused by force majeure, understood as the occurrence of an external event beyond the Parties' control and unforeseeable at the time of concluding the contract, in particular one that prevents the Parties from performing their contractual obligations, including fortuitous events, wars, armed conflicts, catastrophes, riots, natural disasters, strikes, blockades, labour disputes, changes in the legal environment, sanctions, administrative decisions or orders of state authorities. This also applies when such events occur at JH's suppliers or subcontractors. Each Party shall promptly inform the other Party of the start and end of a force majeure event. As a result of force majeure, the deadlines for performance of obligations by the Parties may be extended.
4. JH shall not be liable for other circumstances that may cause delays in performing obligations or hinder or prevent contract performance (or the effects of such circumstances), even if they were known to the Parties at the time of concluding the contract, including: an epidemic, pandemic or other serious disease (regardless of official classification), war or armed conflict (regardless of official classification), or legal changes related thereto, supply chain disruptions, staff shortages, transport

restrictions, travel restrictions, quarantines, or lack of accommodation or supplies for personnel on site. This also applies when such events affect JH's suppliers or subcontractors.

5. If performance due to the occurrence of the above circumstances would result in JH incurring significant damage, is impossible, or is possible only at significant additional cost, which the Parties fail to agree to within 30 days, JH is entitled to withdraw from the contract and to demand from the Client reimbursement of costs and expenses incurred to date for contract performance, including costs of work already performed. The Client shall have no claims for damages.
6. JH reserves the right to partial performance. Each part performed is deemed a separate act that may be invoiced separately.

## D. Delay in Delivery; Change of Delivery Dates; Withdrawal from the Contract

1. In the event of culpable delay in delivery by JH, the Client is entitled, for the damage suffered due to such delay, to claim from JH compensation not exceeding 0.5% of the net price of the undelivered Goods for each completed week of delay. The total compensation shall not exceed 5% of the net price of the undelivered Goods.
2. Payment of damages or contractual penalties satisfies all of the Client's claims on that account.
3. If payment for delivered Goods is not made on time, JH has the right to withdraw from the Order for reasons attributable to the Client and demand the return of the Goods at the Client's cost and risk, and the Client unconditionally undertakes to deliver such Goods back to JH. For the period from the delivery date to the date of return of the Goods, the Client shall pay remuneration for the possibility of using the Goods in accordance with JH's current rental services price list.
4. If either Party withdraws from the contract for reasons attributable to the Client, JH is entitled to demand payment of damages of at least 20% of the net price of the Order, with JH reserving the right to offset the received advance payment against the above damages.
5. If either Party withdraws from the contract due to JH's fault, JH shall return the advance payment.
6. JH reserves the right to suspend performance of services or delivery of Goods until all of the Client's liabilities owed to JH are paid. In such a case, the delivery time of an Order in progress shall also be extended. The above shall not constitute grounds for any Client claims for damages. Services, deliveries or the running of the delivery time shall resume immediately after the outstanding amounts are settled.

## E. Acceptance of Delivery; Delay in Acceptance; Withdrawal from the Contract

1. From the date of receipt of the notice of readiness to release the Goods, the Client shall be entitled and obliged to collect the ordered Goods. If the Client fails to perform or improperly performs the above obligation, the Client shall bear the resulting additional costs (e.g., storage and maintenance) in an amount not less than 1% of the net price of the Order for each commenced month. Furthermore, after the ineffective expiry of an appropriate deadline set by JH, JH has the right to dispose of the ordered Goods otherwise and/or to make delivery within an appropriately extended period or to withdraw from the contract applying Section D4.
2. Setting an additional deadline is not required where the Client's refusal to accept the ordered Goods is definitive. At the moment the Client's delay in collecting delivery arises, the risk of accidental loss and deterioration of the ordered Goods passes to the Client. At the Client's request, JH may insure the Goods, provided it receives an advance payment from the Client for this purpose.
3. If activities aimed at performing the Order are suspended at the Client's request, the Client shall pay, within the time limit set, the remuneration due for the work already performed.

## F. Prices and Terms of Payment; VAT

1. The prices quoted by JH do not include VAT and refer to the package (quantity) of Goods specified in the offer and in the Order.
2. Unless the Parties agree otherwise, the price does not include transport to the destination indicated by the Client, loading and unloading, or insurance.
3. The price does not include the mandatory fee for the admission of the Goods to operation by the Office of Technical Inspection (UDT) charged in accordance with the Regulation of the Minister of Economy of 26 November 2010 on the amount of fees for activities of technical inspection units. Based on appropriate authorisation from the Client, JH may only organise the UDT examination to issue the UDT Certificate (Decision) authorising the Goods for operation. The UDT Certificate will be issued in paper form or placed by UDT in the Client's account on the eUDT platform. It is the Client's responsibility and interest to verify the Client's account in eUDT, as well as the date of issuance and the content of the Certificate. The Goods may be operated only with a current and valid Certificate.
4. The price is set in EUR or in PLN, or as the equivalent in PLN of an amount expressed in EUR, converted into PLN at the exchange rate specified in JH's offer applicable on the date of issuing the invoice or pro forma.
5. If the decision is made to finance the purchase of Goods by leasing, the Client shall promptly (no later than 14 days from the date the order is placed) notify JH in writing and provide an appropriate order issued by the financing entity (leasing). If the deadline indicated is not met, JH has the right to deliver the Goods and issue an invoice to the Client, and the Client shall accept and pay it within the period set. The Client shall take any further steps on its own to change the financing, e.g., by applying sale-and-leaseback.
6. The purchase order number (PO), if required, will be placed on the invoice only on the condition that the PO is received at least by e-mail no later than on the day of delivery of the Goods or performance of the service. If the PO is not received, JH is obliged to issue the invoice in accordance with applicable regulations without the PO, and the Client is obliged to accept and pay it within the period set.
7. JH reserves the right to change the price and terms for valid reasons if more than 14 days elapse from the date of confirmation of the offer to the date the Client places the Order.
8. JH reserves the right to verify the Client's financial standing and to adjust commercial terms to the results of such verification. JH is entitled to demand an advance payment or other security for performance of the Order from the Client.
9. Upon placing the Order, the Client may be obliged to pay an advance. The Client is obliged to pay the remainder of the price in the form and within the time indicated in the Order or the invoice. Lack of payment entitles JH to retain all or part of the advance paid as damages.

- Subject to Section D5, an advance received from the Client is non-refundable, but may be applied towards the Client's liabilities owed to JH or set off under general rules.
- If the payment deadline is exceeded by 30 days, JH has the right to withdraw from the contract for reasons attributable to the Client. In such case, the relevant provisions of Section D apply.
- Filed complaints, in particular regarding the amounts indicated on the invoice, do not release the Client from the obligation to pay on time.
- The date of payment shall be the date on which JH's relevant bank account is credited with the full amount due.
- JH is entitled to interest for late payments.
- The Client is entitled to set-off or retention of claims against JH only if its claims are confirmed by a final court judgment or are acknowledged by JH in writing under pain of nullity.

## G. Reservation of Title

- JH reserves ownership title to the sold Goods until the Client pays the full price for all Goods delivered. The reservation of title to the sold Goods is effective with respect to the Client's creditors.
- In the event of delayed payment by the Client, JH has the right, at the Client's cost, to demand release of the Goods subject to reservation in order to secure its rights until the price is paid. This demand shall not be regarded as exercising the right of withdrawal. If the Goods subject to reservation are in the possession of a third party, the Client shall, upon JH's first request, inform JH of the location of the Goods and hereby agrees to JH taking possession of such Goods.
- Upon initiation of liquidation, enforcement, restructuring or bankruptcy proceedings against the Client, the Client is obliged to mark the Goods in a manner indicating reservation of title in favour of JH. In the event of seizure of Goods owned by JH in the course of enforcement proceedings directed at the Client's assets, the Client is obliged to immediately inform JH and send JH a copy of the seizure order and related documentation. If JH brings a third-party opposition action (powództwo ekscydencyjne), the Client shall reimburse JH for court and out-of-court costs incurred, if JH does not obtain reimbursement from the third party against whom the action is brought.
- A restructuring petition or a bankruptcy petition filed by the Client entitles JH to withdraw from the contract and demand immediate return of the Goods subject to reservation.
- For the duration of the reservation of title in favour of JH, the Client is not entitled to resell, pledge, or transfer, as security, all or part of the Goods subject to reservation without prior written consent of JH. However, in the case a sale contract is concluded, the Client assigns to JH, and JH acquires, all future claims of the Client against the subsequent purchaser arising from resale of the Goods subject to reservation. The right to collect receivables belongs to both the Client and JH, except that JH shall refrain from collection as long as the Client performs its payment obligations towards JH and no deterioration of its financial situation occurs that threatens proper performance of those obligations (in such a situation, the Client is obliged, upon first request, to provide JH with all information and documents necessary for collection).

## H. Warranty and Complaints

- JH is liable under warranty for material and manufacturing defects of the Goods, provided they are found and acknowledged by an appropriate protocol issued by JH. JH will remedy all deficiencies and remove defects of the Goods covered by the warranty at its own cost and under the terms specified in the warranty book or card.
- The warranty period is counted from the delivery date and is (depending on which occurs first):
  - new electric forklifts excluding the entry-level series – 12 months or 2000 mth;
  - new electric forklifts of the entry-level series (Series M, AME, AMC, EFG Series B) – 12 months or 1000 mth;
  - used forklifts – in accordance with the offer;
  - electric motors manufactured by Jungheinrich in new forklifts – 24 months;
  - racking, warehouse systems, and LRK and PRK racks – in accordance with additional terms specified in the warranty card – 12 months;
  - original spare parts delivered and installed by JH – 12 months;
  - batteries and chargers – 12 months;
  - lithium-ion batteries Jungheinrich – in accordance with additional terms specified in the warranty card – up to 96 months;
  - new forklifts AntOn by Jungheinrich together with AntOn by Jungheinrich lithium-ion battery – in accordance with additional terms specified in the warranty card – 12 months or 1000 mth;
  - other Goods from JH's portfolio – 12 months or 1000 mth (if applicable).
- Warranty repairs are performed free of charge, except for daily service activities and activities not constituting warranty repairs such as preventive maintenance inspections, adjustments, parameter changes, cleaning the forklift, etc.
- The basis for the Client's warranty claims is the invoice and the warranty card or book issued by JH. Recognition that a defect is covered by the warranty is possible only on the basis of a service report issued by a JH technician; consequently, lack of cooperation by the Client in enabling the technician to perform service work is tantamount to the Client waiving its rights under the warranty.
- Only Goods (including parts, only if delivered and installed by JH) with a current warranty maintenance inspection (technical inspection) performed exclusively by JH service, operated in accordance with applicable law, intended use, the operating manual and warranty terms, and installed in accordance with technical standards are covered by the warranty.
- The following, *inter alia*, are not covered by warranty liability: (i) defects and faults arising from use of the Goods contrary to their intended purpose (e.g., overloading, excessive operation, improper surface for forklift operation, adverse weather conditions, such as rain, snow, hail, aggressive operating environment) or arising from failure to comply with the operating manual or applicable law; (ii) defects and faults resulting from recklessness, negligence, destruction, delayed reporting of faults, lack of maintenance or improperly performed maintenance, use of improper equipment, lack of routine servicing; (iii) defects and faults resulting from incorrect assembly, faulty installation or start-up performed by the Client or third parties; (iv) defects arising from use of the Goods in a cold store contrary to separate rules for use of Jungheinrich forklifts and other devices in the freezer version; (v) wear of the Goods or their parts resulting from normal operation such as, for example: rollers, bearings, wheels, tyres, spark plugs, fuses, bulbs, friction linings, drive belts, brushes of electric motors, electrical contacts, chains, filter elements, fluids and lubricants, etc., excluding

material and manufacturing defects revealed and confirmed by protocol (Section H(1)); (vi) any defects and faults arising as a result of mechanical damage or fortuitous events (e.g., flooding, fire, theft, vandalism); (vii) cleaning the forklift, cleaning the fuel supply system (gas, diesel), cleaning the cooling system, radiator, etc.

- Any repairs, maintenance inspections, technical inspections, improvements and other changes made to Goods purchased from JH by the Client or by third parties without prior written agreement with JH are not covered by the warranty and entirely exclude the Client's rights under the warranty with respect to the Goods.
- Under pain of loss of warranty, the Client is obliged to observe the deadlines for compulsory, paid maintenance inspections of Goods delivered by JH, performed exclusively by JH service, in accordance with the following schedule (depending on which occurs first):
  - new electric forklifts excluding the entry-level series – first inspection after the first 100 mth or within 1 month from delivery; subsequent – every 6 months or 1000 mth;
  - new electric forklifts of the entry-level series (Series M, AME, AMC, EFG Series B) – first inspection after the first 500 mth or by the 6th month from delivery; subsequent – every 12 months or 1000 mth;
  - new combustion forklifts – first inspection after the first 100 mth or within 1 month from delivery; subsequent – every 6 months (TCM – every 3 months) or 500 mth;
  - used electric and combustion forklifts, if covered by warranty – first inspection after the first 500 mth or by 3 months from delivery; subsequent – as in the case of new forklifts;
  - racking and warehouse systems – first inspection within 12 months from delivery; subsequent – every 12 months;
  - LRK and PRK racks – first inspection by 1 month from delivery; subsequent – every 6 months;
  - batteries and chargers – first inspection by 3 months from delivery; subsequent – every 6 months;
  - lithium-ion batteries – control tests after the first 100 mth or within 1 month from delivery; subsequent – every 6 months or 1000 mth;
  - other Goods – in accordance with applicable regulations or the operating manual.
- JH reserves the right to refuse warranty repairs or paid maintenance inspections if JH's accounting records show the Client is more than 14 days late in paying for previously delivered services or Goods.
- The Client is obliged to examine delivered Goods, including their compliance with the Order, at the time of their release. Visible and obvious defects must be reported to JH in writing during acceptance, and hidden defects immediately upon detection. The date of detection of the defect should be documented. In the case of a late complaint, the Client's claims expire.
- In the case of a justified warranty complaint, the Client is entitled to demand removal of the defect within 30 days from the date the Goods are delivered to the place indicated by JH or—if, at JH's option, the defects of the Goods are to be removed at the Client's site—within 30 days from the date of verification of the complaint submission. If removal of the defect within the specified deadline exceeds JH's service capacity, the Parties shall set another deadline for removal of the defect, taking into account JH's current commercial and service capabilities.
- Defective parts of the Goods will be repaired free of charge or redelivered free from defects, at JH's choice. Title to a part replaced under the warranty repair passes to JH at the time of disconnection. The Client shall enable JH to perform warranty repairs in due time.
- In addition to the claims specified in the GTCDW, the Client is entitled to demand a reduction of the agreed purchase price or replacement of the Goods with defect-free Goods if the Goods have already been repaired three times, and the defect concerns the same element, is material, and cannot be removed.
- If, despite detection of a defect or fault, the Goods are used, JH is liable solely for the original defect.
- Subject to Section I, the Client is not entitled to further compensation claims, including claims for reimbursement of costs related to pursuing rights under the warranty and for indirect and consequential damages, including lost profits.
- JH reserves the right to introduce technical changes to improve the properties of the Goods.
- Rights under the warranty are held exclusively by the Client who purchased the device directly from JH. The warranty is non-transferable and cannot be assigned to any subsequent purchaser of the Goods.
- Liability of JH under statutory warranty (rękojmia) for physical defects of the Goods is excluded.

## I. Liability

- JH is liable for property damage only in the following cases: concealment of a defect of the Goods; wilful misconduct of JH; injury to a person; damage caused by a dangerous product; in other cases of strict legal liability. In remaining cases, JH's liability is limited to the value of the Order and only to actual damages that can typically be expected to arise in connection with performance of the Order.
- JH's liability for damage occurring outside the ordered Goods is excluded (e.g., production decrease, production interruptions, loss of profits, loss of benefits, other indirect and consequential damages, other economic losses).
- Subject to the above provisions, pursuant to Article 443 of the Civil Code, in the event of concurrence of tort and contractual liability, the Parties exclude JH's tort liability, and—to the extent permitted by applicable law—the Parties exclude JH's liability for any other claims. The above provisions do not cover cases where limitation of liability is inadmissible under applicable law.

## J. Exclusion of Assignment of Claims

- The Client's claims against JH or the rights and obligations specified in the GTCDW may be transferred to other entities only with JH's prior consent expressed in writing under pain of nullity.

## K. Final Provisions

- The Client bears the risk of fortuitous loss or damage to the ordered Goods from the moment of their release (Article 612 of the Civil Code in conjunction with Article 548 of the Civil Code).
- Polish law shall govern interpretation and application of the contract binding the Parties and of the GTCDW. The place of performance of the contract is JH's registered office. The Parties shall resolve disputes in the first instance through negotiations, and in case of failure—the court disputes shall be heard by the court with local jurisdiction over JH's registered office.

3. Any amendment to the contract, under pain of nullity, requires written form. The Parties also allow documentary form. The Parties accept conclusion of the contract using an advanced electronic signature.

#### **L. Personal Data Protection**

1. Controller of personal data: JH.
2. Data Protection Officer: e-mail [DPO@jungheinrich.com](mailto:DPO@jungheinrich.com) and [rodo@jh.pl](mailto:rodo@jh.pl).
3. Scope and source of data: JH processes personal data within the scope of: first name and surname, contact details, position, place of employment, place of business activity, PESEL number and function, to the extent the data were disclosed in public registers. JH received the data directly or indirectly from the Client or from public registers.
4. Purposes: (i) conclusion and performance of the contract in accordance with Article 6(1)(b) or (f) GDPR; (ii) legitimate interest: initiation and performance of cooperation, administrative service, facilitation of communication, establishment, pursuit or defence against claims, handling complaints, marketing activities (providing tailored content, analytics and statistics, customer satisfaction surveys) in accordance with Article 6(1)(f) GDPR; (iii) performance of legal obligations, including those related to accounting and tax settlements, in accordance with Article 6(1)(c) GDPR; (iv) sending commercial information in accordance with Article 6(1)(a) GDPR if JH has obtained consent. Consent may be withdrawn at any time, and withdrawal does not affect the lawfulness of processing prior to withdrawal.
5. Storage: JH stores data for a period depending on the purpose of processing: (i) contracts: for the duration until all obligations are performed and any claims resolved; (ii) legal obligations: for the period resulting from legal provisions; (iii) JH's legitimate interest: until that interest is fulfilled or an effective objection is lodged; (iv) consent: until withdrawal of consent.
6. Recipients: (i) JH and the Jungheinrich Group personnel; (ii) entities providing services to JH (e.g., IT services, archiving, digitisation and destruction of documents, advisory, marketing); (iii) companies providing postal, operational, financial services to the extent necessary for performance of the contract; (iv) state authorities.
7. Rights of data subjects: (i) access to their personal data; (ii) rectification; (iii) erasure; (iv) restriction of processing; (v) data portability; (vi) withdrawal of consent at any time; (vii) lodging an objection—to exercise the above rights, contact the DPO (Section 1); (viii) lodging a complaint with the President of the Personal Data Protection Office.
8. Miscellaneous: JH does not make decisions based solely on automated processing of personal data, including profiling. Provision of data is voluntary but necessary to conclude and perform the contract—failure to provide data may result in impossibility to conclude the contract.

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

1. During use by the Client ("User") of Jungheinrich forklifts or other connected products ("Product"), data related to the Products or their environment, including metadata ("Product Data"), are acquired, collected, generated or otherwise processed. If the Product is connected with software, an application or another digital service supplied or operated by JH ("Related Service"), data reflecting digitisation of the User's activities or events related to the connected Product, including metadata ("Related Service Data"), may be acquired, collected, generated or otherwise processed. The Parties establish rules for the use and sharing of Product Data and Related Service Data as set out below.
2. The User consents to JH's access to the Product and to acquiring, downloading, reading the data, as well as to their transmission and storage. If the User enables natural persons, in particular its employees ("End User"), to use the Product, the User is responsible for fulfilling obligations under data protection regulations, including obtaining the End User's consent. Failure to perform this obligation constitutes a material breach of these GTCDW.
3. The Parties agree that, within the meaning of Regulation (EU) 2023/2854 – Data Act, the Data Holder for Product Data and Related Service Data is Jungheinrich Aktiengesellschaft, Friedrich-Ebert-Damm 129, D-22047 Hamburg ("Data Holder").
4. The User grants the Data Holder a non-exclusive, royalty-free and irrevocable licence to use Product Data and Related Service Data that do not constitute personal data, to the extent permitted by applicable law, in particular for the following purposes ("Data License"):
  - performance and fulfilment of agreements concluded with the User and activities connected therewith,
  - monitoring and maintenance of the functionality, safety and integrity of the Product or Related Service, including readiness for incidents, incident response, troubleshooting, technical support, warranty, statutory warranty or similar services, together with data analysis enabling performance of such activities,
  - detection, analysis and investigation of causes of incidents,
  - establishment, pursuit and/or enforcement of claims of the User, the Data Holder or third parties connected with the Product or Related Service,
  - analysis and measurement of the effectiveness and manner of use of Products and services, including statistical analyses to ensure proper functioning, safety and quality of Products and services,
  - improvement of the functionality of Products and services, including development work, maintenance forecasts, support and service activities,
  - development of new functions, functionalities and tools for Products or Related Services by the Data Holder or entities acting on its behalf,
  - development of new products and services independently, in cooperation with other entities or through special-purpose vehicles,
  - settlements (including verification and settlement of operating hours) and management of User accounts,
  - fulfilment of obligations arising from legal regulations, protection and enforcement of the Data Holder's rights,
  - aggregation of Product Data and Related Service Data with other data or creation of derivative data,
  - training of AI models and machine-learning systems of its own or of external providers.
5. The Data Holder does not use Product Data or Related Service Data to obtain information about the User's economic or financial situation nor in any other way that could harm the User's legitimate interests.
6. The Parties agree that the Data Holder is authorised to grant other entities within the Jungheinrich Group the right to use Product Data and Related Service Data that do not constitute personal data

for the purposes set out above. The Data Holder may entrust processing of such data to third parties—suppliers, subcontractors or partners—provided that they are contractually obliged to process the data only within the scope of the authorisation received and not to make them available to further entities. Regardless of the above, the Data Holder and—to the extent permitted by law—third parties may use data-processing services, such as cloud services or hosting, at their own expense and responsibility.

7. The Data Holder may use, share or otherwise process Product Data and Related Service Data that constitute personal data only on the basis of legal grounds and under conditions specified in Regulation (EU) 2016/679 (GDPR) and, where appropriate, in Directive 2002/58/EC (ePrivacy Directive) and other applicable legal regulations. Processing of personal data takes place on the basis of a separate data processing agreement.
8. The Data Holder applies appropriate technical and organisational measures to ensure a level of security adequate to the risk of processing of Product Data and Related Service Data, taking into account confidentiality, integrity and availability of data and resilience of processing systems, considering the state of technical knowledge, potential damage to the User and the cost of implementing such measures.
9. These measures are kept up to date in connection with technological progress. The Parties are entitled to implement alternative protective measures, provided that an equivalent level of security is maintained.