

## GENERAL TERMS & CONDITIONS OF RENTAL

### 1. DEFINITIONS

- 1.1 **Jungheinrich Lift Truck Ltd.** is hereinafter referred to as the **"Owner"** which expression shall include its successors in title.
- 1.2 The person or entity whose entered into the binding contract for the rental of the Equipment (as defined in Clause 1.3 below) with the Owner is hereinafter referred to as the **"Lessee"** which expression shall include its successors in title.
- 1.3 **"Equipment"** means the property, and shall include any goods, equipment, machine, parts, or accessories thereof and any attachments or fittings or replacements or any other thing, the Lessee rented under the Contract to be use in the Lessee's normal business operations, as specified in the Offer.
- 1.4 **"Offer"** means the Owner's offer exclusively made to the Lessee regarding the offer in providing a rental of Equipment. The Offer shall be valid if only a period of acceptance (validity period) is specified and is signed by authorised manager or director of the Owner.
- 1.5 **"Contract"** means the agreement made between the Owner and the Lessee and referred to in Clause 2.1 herein, for the rental of the Equipment comprising;
- i. the terms set out in the Offer, and
  - ii. these Terms & Conditions.
- 1.6 **"Rules and Regulations"** means any written laws, legislation, regulation, by-law, or other similar instrument, including any amendment thereto or re-enactment or replacement thereof.
- 1.7 **"Normal Working Hours"** means 08.00 – 17.00 hours on Monday to Friday.
- 1.8 **"Rental Fee"** shall be the rate of rental for the Equipment as provided in the Offer, excluding any applicable VAT or GST taxes, and subject to the provisions of these Terms & Conditions.
- 1.9 **"LTR-Contract"**, means the Long-Term Rental Contract with an initial term of rental is more than 12 months.
- 1.10 **"STR-contract"**, means the Short-Term Rental Contract with a maximum term of 12 months.
- 1.11 **"Terms & Conditions"** means these GENERAL TERMS & CONDITIONS OF RENTAL.
- 1.12 **"Parties"** means the Owner and the Lessee.

### 2. VALIDITY AND BINDING CONTRACT

- 2.1 The Offer accepted or signed by the Lessee, or a purchase order issued by the Lessee (whether by letter, attached on an electronic mail, facsimile or other forms of communication) for the rental of the Equipment specified in the Offer within the Offer's validity period shall be construed and deemed as an expressed acceptance of these Terms & Conditions and together shall be known as the "Contract", and in so far as any provision of the Lessee's said purchase order be inconsistent therewith, these Terms & Conditions shall be deemed to prevail. These Terms & Conditions likewise apply to all future transactions between the Parties regarding the products listed in the Offer and signed by the Lessee and shall always prevail over any differing or additional terms and conditions proposed or included by the Lessee and not contained in the Contract; including, without limitation, those contained in Lessee's purchase order, acknowledgment of invoice, or additional or any other documents.

- 2.2 Any variations or purported variations of these Terms & Conditions shall not be deemed to take effect unless otherwise agreed in writing in an amendment contract and signed by an authorised manager or director of the Owner. All other terms shall remain in force and the Contract shall be deemed amended accordingly.
- 2.3 In case individual terms of the Contract should become partly or wholly invalid due to any Rules and Regulations, the Owner and the Lessee shall forthwith try to find a mutually acceptable replacement for the term thus invalidated. If no mutual agreement concerning such replacement can be reached, the Owner shall have the option to either accept the invalidation thereof and keep the remainder terms of the Contract in force or be entitled to terminate the Contract by written notice to the Lessee.
- 2.4 In case of the Lessee;
- i. accepts the Offer later than its validity period, or
  - ii. making a counteroffer, or
  - iii. accepted the Offer and the Parties agreed to enter into a separate contract supplement to the Offer, but the Parties can't reach a mutual agreement and conclude such an individual contract, or
  - iv. issue any of the Lessee's documents, including but not limited to a purchase order, for or having a term to supersede or deviate any terms and conditions contained in the Offer or the Contract without the Owner's explicit agreement,
- , the Owner reserves the right to revise and negotiate all terms and conditions of the original Offer and such an individual contract, withdraw the Offer, or terminate the binding Contract, without being liable to the Lessee.

### 3. PRICE REVISION

- 3.1 In every 12 months of a rental period or at any appropriate time during a rental period, the Rental Fee may be reviewed following good faith negotiations between the Parties if there are any material changes in circumstances, including but not limited to the leasing volume, actual operating hours used, service and maintenance packages, inflation, significant fluctuations in raw material prices, or transport cost, and etc. Any changes in the Rental Fee must be mutually agreed in writing by the Parties.

### 4. COMMENCEMENT OF RENTAL

- 4.1 Subject to the other provisions of the Contract, the Owner shall supply the Equipment at the delivery place stated in the Offer.
- 4.2 The period of rental and rental charges shall commence on the delivery date unless otherwise stated in the Offer.

### 5. MAINTENANCE AND REPAIR

- 5.1 The Owner's obligations;
- 5.1.1 The Owner shall ensure that at the commencement of the rental the Equipment is in good working order and properly maintained and unless notification to the contrary is received by the Owner within 48 hours of delivery to the delivery place, the Equipment shall be deemed to have been delivered in good working order.
- 5.1.2 Subject to Clause 5.1.3, the Owner shall carry out and provide all necessary repairs, maintenance and replacements that are the result of fair wear and tear. The following services are included during contractual period:

- 5.1.2.1 All costs related to labour and travelling time during Normal Working Hours;
- 5.1.2.2 All interval service maintenance jobs pursuant to the maintenance checklist is based on the manufacturer's instructions. The Owner shall be entitled to change the scope of maintenance and the maintenance intervals based on the conditions of use and the equipment condition;
- 5.1.2.3 5.1.2.3 Use of genuine spare parts or other OEM parts certified by the Owner;
- 5.1.2.4 Replacement of tyres/rollers due to operational wear and tear if necessary. This replacement should not exceed one (1) set a year on per truck basis. All additional replacement of tyres/rollers subsequently will be charged to the Lessee accordingly, unless stated otherwise in the Offer;
- 5.1.2.5 Visual inspection and repair services of battery;
- 5.1.2.6 Safety check as per local/national Rules and Regulations.
- 5.1.3 In case the Equipment breaks down or fails to work properly caused by a poor quality or condition of the Equipment itself without any other reason (including but not limited to the Lessee's fault and Force Majeure, etc.), if the Owner determined that a necessary repair, maintenance, or replacement will not complete within 48 hours from the time the Owner receives the Lessee's request for service, the Owner shall provide a spare or replacement equipment of nearly similar or higher specification, as the Owner may see fit, to the Lessee within 24 hours after such 48 hours period is elapsed or as quickly as reasonably possible.
- 5.1.4 Maintenance and service of the Equipment included during the contractual period that will be implemented periodically or on a necessary basis at the Owner's sole discretion:
- 5.1.5 A daily check template can be provided by the Owner upon request of the Lessee.
- 5.2 The Lessee's obligations;
- 5.2.1 The Lessee shall forthwith notify the Owner within 24 hours and in writing if the Equipment breaks down or fails to work properly or if any repairs or replacements are necessary, the Lessee shall immediately stop using such Equipment or use it in high caution while waiting for the Owner to rectify such event. The Lessee shall bear the cost of maintenance or repair when those are required due to customer-caused damage.
- 5.2.2 Unless authorized to do by the Owner in writing, the Lessee shall not repair the Equipment or make replacement or alteration or addition to the Equipment. Even if the Lessee has done so with or without Owner's permission, any replacement of parts by the Lessee shall forthwith become the property of the Owner and part of the Equipment, and any parts removed from the Equipment shall still being the property of the Owner. If the Lessee does so without obtaining permission from the Owner, the Lessee shall, upon request by the Owner, restore the Equipment to its original condition and be liable to the Owner for any loss or damage arising from such repair, replacement, alteration, and addition.
- 5.2.3 The Lessee shall allow the Owner or its accredited representatives or its insurers' representatives to have access to the Equipment and the place where the Equipment is being used or stored, to inspect, test, adjust, repair, maintain or replace the Equipment. The Owner will inform the Lessee in advance.
- 5.2.4 The Lessee shall bear the cost of all consumables necessary for the operation of the Equipment such as: fuel, electricity, etc.

- 5.2.5 The Lessee shall carry out daily checks and maintenance as per the Equipment's manual, the Owner's instructions, or the Owner's requirements, to ensure that the Equipment, including its accessories (e.g. charger, batter, etc.) are in good working order proper working condition, e.g., the correct level of distilled water in the battery shall be maintained, etc. The Lessee shall keep the checking record and allow the Owner to access it if required.

## 6. Payment

The time for payment of all sums due from the Lessee to the Owner shall be of the essence of the Contract. Unless otherwise set out in the Offer or agreed and accepted in writing by the Parties, the Parties agree that;

- 6.1 the Owner shall render invoices at the beginning of each month for Equipment on hire during that month. The Owner shall also when applicable render invoices at any time for other payments that may be due to the Owner under the Contract; and
- 6.2 the Lessee shall pay all invoices rendered by the Owner under the Contract within 30 days of the date of such invoice. Interest as set out in Clause 6.3 below shall accrue on any and all payments not made within the said 30 days; and
- 6.3 the Lessee shall pay interest on all outstanding sums due and owing to the Owner at the rate of 2% per month, calculated from the due date till the date of payment; and
- 6.4 the Rental Fee shall be charged at a flat rate on a monthly basis. No use of the Equipment or any event that causes a stoppage of the Equipment or interrupts normal usage of the Lessee shall not affect the Rental Fee to be charged. The Owner may give credit against rental charges upon request by the Lessee for any stoppage due to a breakdown of the Equipment caused by an inherent fault notified to the Owner by the Lessee within the time under Clause 5.2.1, where a temporary replacement truck is not supplied under Clause 5.1.3 or in the event that such a stoppage or interruption is attributable to the Owner's fault; and
- 6.5 The Lessee represents and warrants that normal operating hours of the Equipment that the Lessee intended to use which was the Lessee represented and informed to the Owner prior to the date of the Contract shall be material condition for assessing and specifying the Rental Fee. Where the agreed maximum operating hours for the use of the Equipment provided for and set out in the Contract (if any) is exceeded, the Lessee shall pay additional charges for all such excess hours in pro-rata based on the following rate:

$$\text{Additional Charges} = \text{Excess Hour(s)} \times \frac{\text{Rental Fee}^*}{\text{Agreed Maximum Operating Hours}^*}$$

(\*per month, or per 12 months, or as per the interval that the Parties agreed.)

Suppose there is any circumstance where either Party opines that the Equipment will be used regularly beyond the agreed maximum operating hours or other accessories used in conjunction with the Equipment (e.g., battery, charger, etc.) are insufficient or subjected to heavy use which may cause the Equipment or such accessories damaged. In that case, the Parties must discuss adjusting or reviewing the Rental Fee according to Clause 3 or discuss the rental of additional accessories to be sufficient for use as advised by the Owner. This does not prejudice the Owner's right to terminate the Contract by virtue of Clause 13.3 vi.

## 7. LOCATION OF EQUIPMENT

Unless otherwise set out in the Offer or agreed and accepted in writing by the Parties, the place where the Equipment is delivered will be the only location that the Lessee can use and keep the Equipment. The Lessee shall not use, move nor permit

the Equipment to be used or moved to any other place without the Owner's prior consent in writing. Any consent given by the Owner will be without prejudice to all the other obligations of the Lessee under the Contract.

## 8. HANDLING OF EQUIPMENT

8.1 After delivery to the Lessee, the Equipment shall be under the responsibility, direction, control, and care of the Lessee only. The Lessee is fully responsible to the Owner for the use and keeping of the Equipment, in places for which it is safe and suitable, for his own business, in a skilful safe, workmanlike manner and in accordance with all Rules and Regulations, and comply with the Equipment's manual, the Owner's instructions, or the Owner's requirements.

8.2 The Lessee shall not allow and prevent any unauthorized usage of the Equipment to an untrained or uncertified personnel. The Lessee shall assign only a trained operator to operate the Equipment in a safe and proper manner. The operator shall participate in the product orientation if agreed and provided by the Owner during the Equipment delivery and handover process. The Lessee is responsible to ensure that the operator holds a valid forklift license for all counterbalance models.

8.3 The Lessee shall not use, cause or permit any other person to use the Equipment on any public road without having first obtained the consent in writing from the Owner and where such consent is given the Lessee shall ensure that all applicable Rules and Regulations are compiled including obtaining and having in place at the Lessee's costs adequate insurance for the use of the Equipment on public roads.

## 9. THE LESSEE'S LIABILITY FOR LOSS OR DAMAGE

9.1 The Equipment shall be at the sole risk and responsibility of the Lessee from the moment of delivery to the delivery place whether on or before the date fixed for the commencement of the rental period until it is returned to the Owner.

9.2 The Lessee is liable for and will indemnify the Owner against all loss or damage to or destruction of the Equipment during the period referred to under Clause 9.1 from whatever cause the same may arise due to the Lessee's fault and negligence or the fault and negligence of the Lessee's employee, attendant, representative, contractor, subcontractor, and sublessee (if any), except the normal wear and tear incurred during normal usage.

9.3 The Lessee shall be responsible for and shall pay all costs, including the costs of replacement or repair of the Equipment or any component parts or accessories thereof, e.g., battery or the charger, where such things must be replaced or repaired by reason of the Lessee's failure or neglect to maintain the same.

9.4 The Lessee shall at the expiry of the Contract, or any extension thereof make the Equipment available to the Owner in a good state of repair and in the same good working order as upon delivery (save for normal wear and tear) to be removed from the site by the Owner. For definitions of conditions of the Equipment to be returned refer to Jungheinrich Guideline "Return Condition For Rental Equipment" which shall be provided to the Lessee upon request.

If the Equipment which the Owner receives back from the Lessee is not in the condition specified above. The Lessee must be liable and indemnify the Owner for any damages and expenses to repair the Equipment and other damages the Owner may suffer (if any), within 7 days upon the date of receipt of the claim from the Owner.

9.5 The Lessee accepts all liability and responsibility in respect of and shall indemnify the Owner against all third party claims and losses howsoever arising in respect of damage to or loss or

destruction of any property or in respect of the personal injury or death of any person in any way caused by or relating to the Equipment in the Lessee's possession under the Contract or its use (including but not limited to the payment of all damages, costs and charges in connection therewith) except insofar as the damage, loss, destruction, injury, or death directly results from the act or negligence of the Owner.

9.6 The remedies expressly provided in the Contract are in addition to any other remedies available to the Owner at law or in equity.

## 10. OWNERSHIP

10.1 The Equipment rented under the Contract shall remain the sole and absolute property of the Owner.

10.2 The Owner will make the Equipment identifiable with an internal rental number, which shall not be removed by the Lessee.

10.3 The Lessee shall not remove, mutilate, obscure, obliterate or otherwise interfere with any markings on or plates affixed to the Equipment whether the same be for the purpose of identification or other whatsoever.

## 11. SUBLETTING

The Lessee shall not without the written consent of the Owner, assign, sub-let, mortgage, charge, pledge, part with possession of or otherwise deal with the Equipment.

## 12. CANCELLATION

Upon the execution of the Contract but before the Equipment is delivered to the Lessee or before the commencement of rental period, the Lessee shall not cancel the Contract or a relevant purchase order except with the express prior written consent of the Owner. In the event of a cancellation without the Owner's prior written consent, the Lessee shall be liable to and shall pay the Owner a cancellation charges equal to 75% of the total contract value of the Contract.

Except that nothing herein shall limit any other remedies available to the Owner hereunder or at law.

## 13. TERMINATION AND EXPIRATION OF CONTRACT

13.1 In all cases of fixed term contract, the Contract will end at the expiration date.

13.2 In the event the Lessee intends to terminate the Contract for any or all the Equipment prematurely during the rental period, the Lessee shall inform the Owner in writing 3 months prior the intended termination date for LTR-Contract or immediately if the remaining period of LTR-Contract is less than 3 months and for STR-contract, and pay to the Owner all Rental Fee then accrued and due and a sum equal to 75% of the total Rental Fee for the remaining rental period of each such Equipment to be terminated; such payment shall become immediately due on the date of the termination of the Contract and interest for all payment shall accrue at the rate set out at Clause 6.3.

13.3 Without prejudice to the other provisions of this Contract, the Owner may forthwith terminate the Contract and seize and remove the Equipment for which purpose it shall be lawful for the Owner to enter into any premises or site where the Equipment may be, and the Lessee must cooperate or facilitate the Owner in doing so, if the Lessee:

- i. fail to make payment of the Rental Fee or any other payments as detailed in Clause 6.2 hereof; or

- ii. fail to observe and adhere to any of the terms and conditions of the Contract; or
- iii. do or cause to be done, permit or suffer anything whereby the Equipment or the Owner's rights in the Equipment are prejudiced or put into jeopardy; or
- iv. commit any act of bankruptcy or have a receiver or judicial manager appointed or make any arrangement or composition with its creditors, or being a company go into Judicial Management, liquidation whether compulsory or voluntary; or
- v. suffer any distress or execution upon his property; or
- vi. use the Equipment for other purpose not intended under the Contract or uses it in the wrong way or use the Equipment in a manner or conditions which the Owner opines that it's inappropriate, uses the Equipment beyond its capacity and efficiency, which unfit for its safe operation and/or likely to result in damage to the Equipment, or use the Equipment in a manner that violates any Rules and Regulations, or use the Equipment in connection with illegal activities or items.

- 13.4 If the Owner breach any material terms and provisions of the Contract and shall not rectify or ignore to give the Lessee an appropriate rectification measure to cure such breach within 30 days upon receiving a written notice from the Lessee, the Lessee shall be entitled to terminate the Contract.
- 13.5 When the Contract is terminated by any cause or event, it shall be the responsibility of the Lessee to handover the Equipment for the Owner's collection. If the Equipment is not collected on termination of the Contract, the Lessee shall continue to accept full responsibility and liability as set out in this Contract until it is collected.
- 13.6 The Lessee shall return the Equipment to the Owner on termination of the Contract, in the event the Lessee fails to do so and continues to occupy the Equipment and the Owner raises no objection, the Contract shall be deemed to continue on a monthly basis for the whole or partial of Equipment which has not be returned until such Equipment is returned . In the event of such deemed continuance of the Contract, same terms and conditions of the Contract will apply, the Owner will continue charging the Lessee and will be at liberty to revise the Rental Fee upwards or terminate such Contract at any time by giving the Lessee one month notice, and the Lessee shall provide any related document, including but not limited to a purchase order to facilitate continuous payment.
- 13.7 With the termination of the Contract, the Equipment or any part thereof cannot be removed from the Lessee's site owing to an industrial dispute (including but not limited to strikes and lockouts) affecting the Lessee or its' premises where the Equipment is located, terms set in Clause 13.6 shall apply.
- 13.8 With the termination of the Contract by any cause or event and there's continuous contract be deemed made according to Clause 13.5 or there's no circumstances under Clase 13.7, the Lessee does not or unable return the Equipment to the Lessee by any reason, including but not limited to in event that the Equipment is total lost or damaged, the Lessee shall indemnify the Owner a value of the Equipment, including but not limited to compensation for the loss of use or other damages, in full with 7 days upon the date of receipt of the claim from the Owner.

#### **14. LIABILITY**

- 14.1 The Lessee shall be fully liable to and indemnify the Owner for any breach of this Contract.

- 14.2 The Owner shall not be liable to the Lessee in respect of any damages to or loss or destruction of the property of the Lessee or any third party nor in respect of the personal injury or death of any person in any way caused by or relating to the Equipment in the Lessee's possession under the Agreement or its use except insofar as any such damages, loss, destruction, injury or death directly results from the act or negligence of the Owner.

- 14.3 To the extent permitted by law, the Owner shall not under any circumstances be liable to the Lessee for any indirect, special, or consequential losses or damages (including but not limited to loss of revenue, profits or business) arising out of any accident or damages whatsoever cause or a breach of the Contract, and the Owner's entire liability under and in respect of the Contract shall ,in any case, be limited to direct loss and damages the Lessee may suffer and shall not exceed the total value of the Contract in respect of which damages are claimed.

#### **15. FORCE MAJEURE**

The Owner is entitled to defer the delivery of the Equipment or to reduce the number of Equipment ordered or to defer the fulfilment of any of the Owner's obligations or to cancel or terminate the Contract without being liable to the Lessee, if the Owner is prevented from or delayed in the carrying on of its business due to circumstances beyond their reasonable control or by events of Force Majeure. Events of such Force Majeure shall include but not limited to acts of God, war, riot, fire, explosion, accident, flood sabotage, pandemic, lockdowns as ordered by authorities or government, inability to obtain fuel, power, raw material, labour, containers or transportation facilities, breakage or failure of machinery or apparatus, governmental law, regulation, order or action, national defence requirements or any other event beyond the reasonable control of Owner or in the event of labour disputes, strike, lockouts, or injunction, any of which events prevent the manufacture or dispatch of a shipment of the Equipment or a material which the manufacture of the Equipment is dependent. If due to such event the Owner is unable to supply part or all of the Equipment contracted under the Contract, the Owner shall not be liable to the Lessee or be deemed to be in breach of the Contract and shall be exempted to such extent from its obligations with respect to the particular delivery upon giving prompt notice of such event to the Lessee, but the Contract shall otherwise remain in force.

#### **16. INSURANCE**

- 16.1 The Lessee may, at its discretion and evaluation of its own risk to all liability, effect and maintain with an insurer sufficient and suitable insurance in respect of the Lessee's indemnities and liabilities hereunder, the loss and damage of the Equipment, and the Lessee's liability to a third party relating to the Equipment. The Lessee shall produce such insurance policies for inspection by the Owner upon request.
- 16.2 The Lessee fully acknowledges and agrees that whether the Owner has any insurance covers the Equipment in place, such insurance is made available solely to the benefit of the Owner and it's the Owner's options to submit a claim to an insurer or exercise its rights hereunder for seeking compensation and remedies. The coverage and benefit of the insurance the Owner might have and any compensation the Owner may receive from such an insurance shall not be deemed to release the Lessee from any of its responsibilities and obligations hereunder.

#### **17. ENTIRE AGREEMENT**

The Offer and the Terms & Conditions stipulated herein constitute the entire agreement and understanding between the Parties with

respect to the subject matter herein and therein, and supersede and replace any prior agreements and understanding, whether oral or written, between them with respect to such matter. Both Parties agree that the terms and conditions of any of the Lessee's purchase order or similar document shall not apply, except as agreed in writing by the Parties. In the event of any inconsistency between any document and these Terms & Conditions, these Terms & Conditions shall prevail. The amendment of the Contract may only be valid upon the written consent of the Parties.

#### **18. GOVERNING LAWS AND JURISDICTION**

This Contract shall be governed by and construed in accordance with the laws of Thailand, excluding any conflict of laws principle that would refer to the laws of another jurisdiction. The Parties irrevocably agree that the courts of Thailand shall have exclusive jurisdiction to settle any dispute

#### **19. No Re-Export to Russia Clause**

The Lessee shall not directly or indirectly sell, export or re-export any Owner's Product to the Russian Federation or for use in the Russian Federation. The Lessee shall maintain an appropriate monitoring mechanism and ensure all downstream parties fully comply with this clause. Any breach shall entitle the Owner to terminate the Contract by written notice and to claim damages and liquidated damages of 30% of the total Contract value or the price of the exported Owner's Product whichever is higher. The Lessee shall promptly report any irregularities or activities that may undermine this clause and provide the requested compliance information within two weeks of the Owner's request.