

1. The Agreement

These terms and conditions and the proposal form the Short- Rental Agreement ("Agreement") between the Company and the Hirer for the hire of the Equipment by the Hirer.

2. Definitions

In this Agreement:

- 2.1. Additional Equipment means equipment in addition to the Equipment to be supplied by the Company and once supplied will be taken to be Equipment for the purposes of this Agreement.
- 2.2. Additional Maintenance Fee means an amount determined by the Company for maintenance, repairs or replacements to the Equipment provided in addition to that provided pursuant to clause 13.1 or 13.3.
- 2.3. Agreed Hire Period means the agreed term of hire as specified within the proposal.
- 2.4. Australian Consumer Law means the law as set out in Schedule 2 of the Competition and Consumer Act 2010.
- 2.5. Business Day means a day that is not a Saturday, Sunday or public holiday in the State.
- 2.6. Company means Jungheinrich Fleet Services Pty Ltd, ACN:066 707 784
- 2.7. Consumer means a "consumer" as that term is defined in Section 3 of the Australian Consumer Law.
- 2.8. Consumer Contract means an agreement for the hire of Equipment from the Company by the Hirer as a Consumer.
- 2.9. Consumer Guarantees means the guarantees under the Australian Consumer Law.
- 2.10. Date of *Commencement* means the date that each equipment item is delivered and accepted as per clause 4.3.
- 2.11. Default Daily Rate means the default daily rate specified within the proposal.
- 2.12. Equipment means equipment detailed within the proposal as well as any replacement or substitute equipment and all accessories, parts and components including the User Instructions.
- 2.13. Excess Hourly Rate means the agreed rate as detailed within the proposal.
- 2.14. Fair, Wear and Tear means the degree of deterioration judged to be reasonable in accordance with the latest Australian Industrial Truck Association's Fair Wear and Tear Guide. It takes into account the Equipment's age, operating hours and covers the overall condition from the mechanics and electrics through to the body, cabin, upholstery and attachments.
- 2.15. Hire Fee means the hire fee detailed within the proposal and any additional or increased Hire Fee specified by the Company under this Agreement.
- 2.16. Hire Period means the period commencing on the later of the Date of Commencement and the date of delivery of the Equipment to the Hirer and expiring the Return Due Date and includes any period of holding over.
- 2.17. Hirer means the individual or entity named as hirer on the front page of this Agreement.
- 2.18. Insurance Policy means a policy of insurance referred to in clause 11.1.
- 2.19. Liabilities means liabilities, losses, damages, actions, causes of action, claims, orders, judgments, outgoing, costs (including legal costs calculated on a solicitor and own client basis) and expenses, whether present or future, actual or contingent.
- 2.20. Market Value of the Equipment means the market value of the Equipment covered under this Agreement as determined by the Company.
- 2.21. Maximum Contracted Hours for this Short-Term Rental Agreement is 20 hours per week unless otherwise specified within the proposal.
- 2.22. Minimum Insurance Amount means the Market Value of the Equipment at any time during the Agreed Hire Period.
- 2.23. Normal Business Hours means between the hours of 8.00am to 5.00pm Monday to Friday, excluding public holidays observed in the relevant Australian States.
- 2.24. "Personal Information" means information or an opinion about an identified individual, or an individual who is reasonably identifiable (a) whether the information or opinion is true or not; and (b) whether the information or opinion is recorded in a material form or not.
- 2.25. PPSA means the Personal Property Securities Act 2009.
- 2.26. Qualified Persons means an individual or individuals that have been suitably trained and holds all requisite licenses and permits under any applicable law, delegated legislation or relevant Australian Standard or International Standard relating to the operation of the Equipment.
- 2.27. Return Due Date means the date calculated by adding the Agreed Hire Period to the Date of Commencement or such later date as the Company may agree under clause 3.3.
- 2.28. State means the State or Territory of Australia in which the Equipment is placed into service.
- 2.29. User Instructions means any manufacturer's instructions or instructions provided by the Company (and where appropriate includes the Company's oral instructions) in respect of the use, operation and proper cleaning, maintenance and repair of the Equipment.
- 2.30. Nothing in these Conditions excludes, restricts or modifies any conditions, warranty, guarantee, right or remedy implied by law (including under the Competition and Consumer Act 2010) except to the extent permitted by law.

3. Hire of Equipment

- 3.1. The Hirer agrees to hire the Equipment from the Company for the Agreed Hire Period.
- 3.2. During the Agreed Hire Period the Company shall be entitled to substitute Equipment with that of equivalent value, load capacity and features. The provisions of this Agreement will not be affected by any such exchange.
- 3.3. The Company may in its discretion upon request by the Hirer made before the Return Due Date extend the Return Due Date in accordance with the terms and conditions of this Agreement.

4. Delivery of Equipment

- 4.1. Any delivery times advised by the Company to the Hirer are estimates only and the Company reserves the right to deliver the Equipment by portion.
- 4.2. The Hirer shall examine the Equipment immediately after receipt for defects, completeness and compliance with the agreed Equipment specifications and notify any complaints in writing directly to the Company.
- 4.3. The Hirer agrees to accept Equipment covered under this Agreement provided that no significant complaints arise by signing the relevant forms on delivery issued by the Company, after which the Agreement and billing cycle shall commence.

5. Hirer's General Warranties

- 5.1. The Hirer represents and warrants in favour of the Company that as at the Date of Commencement and on each day that a payment is made or due to be made by the Hirer under this Agreement:
 - 5.1.1. it has the power and authorisation by all necessary corporate action to enter into and perform its obligations under this Agreement;
 - 5.1.2. its obligations under this Agreement are valid and binding and enforceable against it in accordance with their terms;
 - 5.1.3. all information given to the Company by or on behalf of the Hirer or its advisors in connection with this Agreement is true and complete and not misleading;

- 5.1.4. it is not an externally administered body corporate or deemed insolvent under administration (in each case, within the meaning of Section 9 of the Corporations Act 2001);
- 5.1.5. it does not know of any step taken by any person to wind it up, deregister it, appoint a controller to any of its property or bankrupt it, or any event that would justify such a step;
- 5.1.6. it has not committed an act of bankruptcy;
- 5.1.7. it is not insolvent within the meaning of Section 95A of the Corporations Act 2001; and
- 5.1.8. it has not stopped paying its debts as and when they fall due.

6. Excess of Maximum Contracted Hours

- 6.1. The Equipment shall be fitted with an hour meter to record the actual operating hours. In the event an hour meter fails the Hirer must notify the Company immediately.
- 6.2. If the Maximum Contracted Hours are exceeded within the Hire Period, the company reserves the right to charge the Hirer for every additional operating hour the equipment is utilised in accordance with the Excess Hourly Rate.

7. Payment and Hire Fees

- 7.1. The Hirer must pay all amounts due and payable to the Company in full without set-off or counterclaim within 30 days of the date of the relevant invoice.
- 7.2. The Hirer agrees to continue paying the Hire Fee to the Company regardless of any fault, defect, damage or theft of the Equipment subject to the Company complying with its obligation under clause 13.
- 7.3. The Hirer agrees to make the equipment available at its premises at times to be mutually agreed between the Company and the Hirer for preventative maintenance servicing in accordance with manufacturers recommendations. All repairs are to be carried out during normal business hours of 8.00am to 5.00pm Monday to Friday. All additional costs for servicing or repairs conducted outside normal business hours are to be paid by the hirer at the fixed charge call out of \$300 plus GST and an hourly rate of \$130 per hour plus GST, for each technician every hour thereafter. A minimum period of 3 hours applies for all repairs or servicing outside normal business hours.
- 7.4. Payment will not be taken to have occurred until clear funds are confirmed in the Company's nominated bank account.
- 7.5. The Hirer hereby consents to the Owner conducting credit or trade checks through any credit agency during the term of this Contract. The Owner may, at its sole discretion or based on the Hirer's credit report, set, vary, or withdraw the Hirer's credit limit at any time. If the Hirer fails to make any full payment when due or if its outstanding balance exceeds or is likely to exceed the credit limit, the Owner may, without prejudice to any other rights or remedies, cancel the Contract or suspend further deliveries or services.
- 7.6. The Hirer shall pay interest on all outstanding sums due and owing to the Owner at the rate of 1.5% per month, calculated from the due date till the date of payment.

8. Risk

- 8.1. The Equipment will be at the risk of the Hirer from the time of delivery and for the duration of the Agreed Hire Period.
- 8.2. The Hirer must during the Hire Period:
 - 8.2.1. take all steps required to safeguard the Equipment from loss, theft, damage or destruction;
 - 8.2.2. immediately notify the Company in writing if the Equipment is lost, stolen, destroyed or damaged.
- 8.3. Notwithstanding any insurance which may be in force, the Hirer will be responsible for the costs (including freight costs) of repair or replacement of any Equipment which is lost, stolen, destroyed or damaged during the Hire Period.
- 8.4. The Hirer will be responsible for the costs of refurbishing the Equipment in the event that any ownership labels or other notices affixed to the Equipment by the Company or the manufacturer are removed or defaced during the Hire Period.

9. Ownership of Equipment

- 9.1. The Equipment will at all times remain the property of the Company and the Company has a security interest in the Equipment (and the proceeds arising from any dealing with the Equipment) under the PPSA. This Agreement is a security agreement for the purposes of the PPSA. The Company may register its security interest in respect of the Equipment on the Personal Property Securities Register.
- 9.2. The Hirer must do all things reasonably required by the Company in respect of the registration and perfection of the Company's interest in the Equipment under this clause or the enforcement of the Company's rights under the PPSA in respect of the Equipment.
- 9.3. The Hirer must not create or grant (or allow to be created or granted) a security interest in respect of the Equipment and must not register or allow to be registered on the Personal Property Securities Register a security interest in respect of the Equipment (other than the Company's security interest under clause 9.1 of this Agreement).
- 9.4. Unless this Agreement is a Consumer Contract, the Hirer waives the Hirer's right to receive a verification statement in respect of the registration of the Company's security interest in the Equipment, in accordance with section 157(3) of the PPSA.
- 9.5. The Hirer and the Company agree that the information regarding the hire of the Equipment (including the terms of this Agreement) are confidential and the Hirer agrees not to disclose any information regarding the hire of the Equipment or the terms of this Agreement for the purposes of section 275(7)(c) of the PPSA without the Company's prior written consent to such disclosure.
- 9.6. The Hirer waives the Hirer's right to receive notices under sections 134(1) and 135(1)(a) of the PPSA. In addition, the Hirer waives the Hirer's right to object under section 137 of the PPSA to the Company retaining the Equipment under the PPSA.

10. Hirer's Obligations

The Hirer must during the Hire Period:

- 10.1. immediately notify the Company in writing of any change in the Hirer's contact details as specified in this Agreement;
- 10.2. use the Equipment only for the purpose for which it is manufactured and designed in accordance with the User Instructions;
- 10.3. use the Equipment carefully and subject to clause 13.5, not make any alteration or addition to the Equipment without the Company's consent;
- 10.4. clean, maintain and repair the Equipment in accordance with the User Instructions;
- 10.5. where traction battery(s) are fitted, maintain the battery(s) in accordance with the manufacturers recommendations. Subject to the traction battery(s) manufacturer's warranty, the Hirer is responsible for the replacement or repairs to the traction battery(s) in the event the battery(s) is not maintained in accordance with the manufacturer's recommendations.
- 10.6. check the condition and proper operation of the Equipment in accordance with the User Instructions at least once on each day that the Equipment is used;

- 10.7. immediately notify the Company in writing if the Equipment fails to operate properly in accordance with the User Instructions or is otherwise defective; minor repairs that do not affect the performance of the Equipment will be repaired during regular servicing intervals; if said repairs are required immediately the Hirer's account will be charged for the time taken from depot to depot.
- 10.8. be responsible for repairs, transport and any replacement Equipment due to accidental damage, misuse or abuse by the Hirer chargeable at the Company's market rates;
- 10.9. not permit any person other than the Hirer and its employees or contractors to operate the Equipment;
- 10.10. ensure that the Equipment is only used by Qualified Persons and in accordance with the User Instructions;
- 10.11. not use or install the Equipment in any manner that might lead to the Equipment becoming affixed to any other property;
- 10.12. must not paint any part or allow any signs or other fixtures to be attached to the Equipment without the consent of the Company;
- 10.13. keep the Equipment at the location nominated by the Hirer at the commencement of this Agreement and not remove the Equipment from such location without the Company's consent;
- 10.14. maintain possession and control of the Equipment and not attempt to on-hire, sell, dispose of, grant security over or encumber the Equipment in any way;
- 10.15. notify the Company immediately in writing of any person who asserts any right of priority under the PPSA to the Equipment and/or any right of possession pursuant to liquidation or bankruptcy proceedings; and
- 10.16. provide access to the Equipment and any information, co-operation and other assistance reasonably requested by the Company in carrying out its obligations or enforcing its rights under this Agreement.

11. Hirer's Insurance Obligations

- 11.1. The Hirer must effect and maintain during the Hire Period valid public liability insurance and insurance against fire, theft, loss or damage for at least the Market Value of the Equipment with a reputable insurance company duly authorised to carry on an insurance business in Australia.
- 11.2. The Hirer must provide upon request by the Company evidence of adequate insurance cover.
- 11.3. The Hirer must not cause or permit any act or omission to occur which might make the Insurance Policy void or unenforceable.
- 11.4. The Hirer must immediately advise the Company if at any time during the Hire Period:
 - 11.4.1. an event occurs which would entitle a claim to be made under the Insurance Policy; or
 - 11.4.2. the Hirer ceases to have the benefit of the Insurance Policy whether through cancellation, lapse or otherwise.
- 11.5. Unless otherwise agreed in writing by the Company:
 - 11.5.1. the Hirer must as soon as practical after receipt, forward all proceeds paid out under the Insurance Policy; and
 - 11.5.2. the Company may at its discretion, apply such proceeds towards the repair or replacement of the Equipment or in reduction of the Hirer's liability to the Company under this Agreement.

12. Return of Equipment

The Hirer must facilitate the return of the Equipment to the Company on the agreed Return Due Date:

- 12.1. in the condition for the return of the Equipment specified in the User Instructions;
- 12.2. otherwise clean, undamaged and in good working order.
- 12.3. complete with all other related items of Equipment (including accessories and the User Instructions).
- 12.4. Without prejudice to any other rights, if the Hirer does not facilitate the return of the Equipment to the Company in accordance with clause 12.1, they agree to pay to the Company the Default Daily Rate for each period of 24 hours or any part thereof from the Return Due Date until the Equipment is returned.

13. Company's Obligations

The Company will during the Hire Period:

- 13.1. at no cost to the Hirer, carry out adjustments, maintenance, repairs and replacements in respect of the Equipment that are reasonable necessary as a result of Fair, Wear and Tear during ordinary use of the Equipment in accordance with the User Instructions within Normal Business Hours. Tyre usage is limited to 1 set of tyres per annum and is at the discretion of the Company.
- 13.2. at no cost to the Hirer, provide additional information in relation to the proper use, care and maintenance of the Equipment by the Hirer by way of telephone support or by such other means as the Company considers reasonable from time to time;
- 13.3. supply during Normal Business Hours a suitable replacement for any Equipment that is taken out of service for periods in excess of 24 hours, subject to availability.
- 13.4. provide additional services to the Hirer in respect of the Equipment (including maintenance, repair and support services) such services to be provided upon the Company's usual terms for the supply of such services unless otherwise agreed in writing by the Company;
- 13.5. not unreasonably withhold any consent to the Hirer painting any part of the Equipment or affixing any sign or other fixture to the Equipment for the purposes of noting the Hirer's possession and control of the Equipment.

14. Termination

- 14.1. Either party may terminate this Agreement by giving at least three months' notice to the other party.
- 14.2. The Company may terminate this Agreement with immediate effect in the event that:
 - 14.2.1. the Hirer breaches any of its obligations in clauses 7 to 12;
 - 14.2.2. the Equipment is stolen, lost, materially damaged or destroyed or the Company reasonably suspects or determines that any such event has occurred;
 - 14.2.3. any warranty or representation made by the Hirer under this Agreement is untrue or the Company reasonably suspects or determines that is the case.
- 14.3. A party may terminate this Agreement with immediate effect by giving notice to the other party if:
 - 14.3.1. that other party fails to pay any sum of money within twenty (20) Business Days after the date such payment fell due under this Agreement;
 - 14.3.2. that other party breaches any other provision of this Agreement and fails to remedy the breach within five Business Days after receiving notice requiring it to do so;
 - 14.3.3. either party breaches a material provision of this Agreement where that breach is not capable of remedy; or
 - 14.3.4. any event referred to in clause 14.4 happens to that other party.
- 14.4. Each party must notify the other party immediately if:
 - 14.4.1. that party disposes of the whole or part of its assets, operations or business other than in the ordinary course of business;
 - 14.4.2. that party ceases to carry on business;

- 14.4.3. that party ceases to be able to pay its debts as they become due;
- 14.4.4. any step is taken by a mortgagee to take possession or dispose of the whole or part of that party's assets, operations or business; or
- 14.4.5. any step is taken to enter into any arrangement between that party and its creditors;
- 14.4.6. any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person of the whole or part of that party's assets, operations or business; or
- 14.4.7. where that party is a partnership, any step is taken to dissolve that partnership or a partner dies.
- 14.5. In the event that this Agreement is terminated before the Return Due Date by:
 - 14.5.1. the Hirer under clause 14.1; or
 - 14.5.2. the Company under clause 14.2 or 14.3
 - 14.5.3. the Hirer must pay to the Company by way of liquidated damages and without the requirement for any demand the amount specified in clause 14.6 (Recoverable Amount).
- 14.6. The Recoverable Amount is calculated as the sum of:
 - 14.6.1. all Hire Fees outstanding as at the date of termination of this Agreement; plus
 - 14.6.2. the sum of any Liabilities incurred by the Company in connection with any breach of this Agreement by the Hirer or the enforcement of the Company's rights under this Agreement; plus
- 14.7. Termination of this Agreement does not affect any accrued rights or remedies of either party.

15. General Limitation on Liability

- 15.1. This clause 15 does not apply where this Agreement is a Consumer Contract.
- 15.2. None of the Implied Terms apply to this Agreement except to the extent that they cannot be lawfully excluded.
- 15.3. The Company's liability for breach of this Agreement or for breach of any Implied Terms which by force of law cannot be excluded from applying to this Agreement is limited at the option of the Company to repairing or replacing the Equipment which has been found defective, or paying the cost of repairing or replacing the Equipment which has been found defective.
- 15.4. The Company is not liable in tort for any loss or damage suffered by the Hirer or by any third party.
- 15.5. In no circumstance is the Company liable to the Hirer or to any third party for any loss of profits, loss of anticipated savings, economic loss or interruption of business or for any indirect or consequential loss (Consequential Loss) arising out of the late delivery of the Equipment or any breach of the Company's obligations under this Agreement or Implied Terms and the Hirer will keep the Company fully indemnified against any claim made against the Company for any Consequential Loss.

16. Australian Consumer Law

Where this Agreement is a Consumer Contract (ie where the Hirer is a Consumer):

- 16.1. the Equipment is hired by the Hirer subject to the Consumer Guarantees;
- 16.2. if the Equipment fails to meet any Consumer Guarantee, the Hirer will be entitled to such rights and remedies as are permitted or provided in the Australian Consumer Law for such failure, to the extent that such rights and remedies cannot be lawfully excluded;
- 16.3. the Hirer may only exercise any right or remedy for breach of a Consumer Guarantee strictly in accordance with the rights and responsibilities of the Hirer under the Australian Consumer Law;
- 16.4. where the Equipment is not of a kind ordinarily acquired for personal, domestic or household use or consumption, then, unless the Company is the manufacturer of the Equipment under the Australian Consumer Law, the Company's liability for breach of an Implied Consumer Guarantee is limited at the Company's option to repairing or replacing the Equipment, supplying equivalent equipment for the Hire Period or paying the costs of the repair or replacement of the Equipment or of acquiring equivalent equipment for the Hire Period.

17. Entry of Premises

- 17.1. The Company shall arrange mutually agreed times with the Hirer to enter the site where the Equipment may be located for the purposes of inspecting, testing, maintaining, repairing or collecting the Equipment.
- 17.2. The Company shall provide reasonable prior notice to the Hirer and ensure compliance with all site policies when seeking entry in accordance with clause 17.1.

18. Goods and Services Tax

- 18.1. Any expressions defined in the A New Tax System (Goods and Services Tax Act) 1999 has the meaning given to it in that Act.
- 18.2. Unless otherwise indicated, all amounts specified in this Agreement are expressed exclusive of GST.
- 18.3. If a party makes a supply under or in connection with this Agreement in respect of which GST is payable, the consideration for the supply is increased by an amount equal to the GST payable by the supplier on the supply.
- 18.4. A party need not make a payment for a taxable supply under or in connection with this Agreement until it receives a tax invoice for the supply.

19. General

- 19.1. This Agreement may be altered only in writing signed by each party.
- 19.2. The Company may assign or otherwise deal with this Agreement or any right under this Agreement without obtaining the Hirer's consent.
- 19.3. The Hirer must not assign or otherwise deal with this Agreement or any right under it without the written consent of the Company.
- 19.4. This Agreement constitutes the entire Agreement between the parties about its subject matter and supersedes any prior understanding, Agreement, condition, warranty, indemnity or representation about its subject matter.
- 19.5. A waiver of a provision of or right under this Agreement must be in writing signed by the party giving the waiver and is effective only to the extent set out in the written waiver.
- 19.6. The failure, delay, relaxation or indulgence by a party in exercising a power or right under this Agreement is not a waiver of that power or right.
- 19.7. An exercise of a power or right under this Agreement does not preclude a further exercise of it or the exercise of another right or power.
- 19.8. Each indemnity or other term capable of taking effect after the expiration or termination of this Agreement, remains in force after the expiration or termination of this Agreement.
- 19.9. This Agreement is governed by the law in the State in which the Equipment is delivered and made operational. The parties irrevocably submit to the exclusive jurisdiction of the courts of such State and the Federal Court of Australia (State Registry).
- 19.10. Both parties agree that notices may be sent via email, post or hand delivered and shall be treated as sent on the date of issue by the sender.

19.11. Either party may cancel this Agreement at any time before delivery of the Equipment only with the Company's prior written consent.

20. Interpretation

In this Agreement, unless the context otherwise requires:

- 20.1. headings do not affect interpretation;
- 20.2. singular includes plural and plural includes singular;
- 20.3. a reference to a party includes its executors, administrators, successors and permitted assigns;
- 20.4. a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 20.5. an Agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 20.6. an Agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 20.7. a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 20.8. a provision is not construed against a party only because that party drafted it;
- 20.9. an unenforceable provision or part of a provision may be severed, and the remainder of this Agreement continues in force, unless this would materially change the intended effect of this Agreement.
- 20.10. the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions.

21. Taxes

Hire fee is exclusive of Goods and Services Tax, and any other prevailing tax ("Taxes") now or hereafter imposed. Taxes shall be charged separately and paid by the Hirer upon receipt of a valid tax invoice, in accordance with applicable Law. Failure to pay shall constitute a material breach, and the Hirer shall indemnify the Owner against all resulting liabilities.

22. Telematics Data (if applicable)

The Company trucks may be equipped with telematics box which collects, generates and processes operational and environmental data, including metadata, during vehicle operation ("Telematics Data"). To the extent such Telematics Data does not constitute Personal Information, the Hirer grants the Company, its affiliates, and authorised sub-processors the right to process such Telematics Data for safety, maintenance, support, quality control, product and service improvement.

23. Fleet Management Solutions (if applicable)

23.1 If the Hirer subscribes to the Company's Fleet Management Solutions ("FMS"), they are required to enter into a Data Processing Agreement ("DPA"). Access is provided on a software-as-a-service basis. The Hirer authorises the Company to process Personal Information of its employees and authorised users in the course of providing the FMS services. This processing is governed by the DPA (<https://tinyurl.com/yr5rb382>) (AUS-DPA-V1-06/2026, Version 1, last update: 26.06.2026), which is incorporated into these Terms and Conditions. The Hirer acknowledges that it has reviewed and understood the DPA and expressly agrees to be bound by its terms. The Hirer further expressly consents to the collection, use, processing, storage, and disclosure of Personal Information by the Company in accordance with these Terms and Conditions and the DPA. In the event of any conflict relating to data protection matters, the DPA shall prevail.

23.2 The Hirer is responsible for ensuring that its collection, use, disclosure and handling of Personal Information comply with applicable data protection laws, including the Privacy Act 1988 (Cth) and the Australian Privacy Principles. Without limiting the foregoing, the Hirer shall provide all notices/obtain any consents required under applicable law, including in relation to sensitive information; and/or ensure that it is permitted to disclose Personal Information to the Company for processing. The Hirer shall defend, indemnify, and hold harmless the Company from and against any regulatory penalty, fines, claims, or third-party claims to the extent arising from the Hirer's breach of its obligations under this Agreement, including any failure to comply with applicable data protection laws in relation to the collection, use or disclosure of Personal Information, or misuse of the FMS.

24. No Re-Export to Russia Clause

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

Owner: Jungheinrich Fleet Services Pty Ltd

Hirer: _____

Signature, Date

Name: _____

Position: _____

Signature, Date

Name: _____

Position: _____

Signature, Date

Name: _____

Position: _____

Signature, Date

Name: _____

Position: _____