

Appendix A

GENERAL TERMS & CONDITIONS OF SERVICE

1. Definitions

- 1.1 Jungheinrich Australia Pty Ltd is hereinafter referred to as the "Contractor" or "Jungheinrich" which expression shall include its successors in title.
- 1.2 The person or entity whose order for work and services (as defined in clause 1.4 and 1.5 below) is accepted by the Contractor is hereinafter referred to as the "Customer" whether or not expressly referred to in other documents of sales, purchase invoices or delivery notes issued by Customer or Contractor.
- 1.3 "Contract" means the agreement made between the Customer and the Contractor and referred to in clause 2.1 herein, for work and services, including consultancy services and other contractual services comprising the terms set out in the Contractor's offer and these Terms and Conditions.
- 1.4 Full Service Agreement: A service product that covers fixed cost repairs and maintenance solution customised to customer requirements.
- 1.5 Preventive Maintenance Agreement: A service product that provides scheduled maintenance solution customised to customer requirements.
- 1.6 Normal working hours: Monday to Friday 0800 – 1600, excluding public holidays observed in the relevant Australian states.
- 1.7 "Equipment" shall include any goods, equipment, machine or part thereof and any attachments or fittings or replacements or any other things object of the works and services under this Contract.
- 1.8 "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.
- 1.9 "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.
- 1.10 "Terms & Conditions" means these General Terms & Conditions of Service.

2. Binding contract

- 2.1 The signed offer by the Customer or the order, whether by letter, attached to an electronic mail, facsimile or other forms of communication for the work and services in the Equipment shall be construed and deemed as an express acceptance of these Terms and Conditions and together shall be known as the "Contract" and in so far as any provision of the Customer's said order be inconsistent therewith, these Terms and Conditions shall be deemed to prevail. These Terms and Conditions likewise apply to all future transactions with the Customer regarding the products listed in the Contractor's offer and signed by the Customer, and shall always prevail over any differing or additional terms and conditions proposed or included by the Customer and not contained in the Contract including, without limitation, those contained in Customer's order, acknowledgment of invoice, additional or any other documents.
- 2.2 Any variations or purported variations of these Terms and Conditions shall be deemed to be of no effect unless otherwise agreed in writing in an amendment contract and signed by an Authorised Manager or Director of the Contractor. 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 governmental law, regulation, order or action, Contractor and Customer shall forthwith try to find a mutually acceptable replacement for the term thus invalidated. If no mutual agreement concerning such replacement can be reached, Contractor 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 Customer.

3. Price Revision

The service rates may be reviewed maximum once in a calendar year following good faith negotiations between the Parties if there are any material changes in circumstances, including but not limited to the leasing volume, service package, inflation, significant fluctuations in raw material prices, transport cost etc. Any changes in service rates must be mutually agreed in writing by the Parties.

4. Scope of servicing

- 4.1. During the scheduled preventive maintenance, the Contractor's staff and/or authorised personnel will carry out inspections and make adjustments based on each equipment's factory-recommended maintenance checklist.
- 4.2. Hydraulic fluid(s) and other consumable items will be replenished as necessary during maintenance and charged to the Customer accordingly.
- 4.3. Repair of existing or new equipment defects or malfunctions will not be carried out during maintenance.
 - 4.3.1. Any defective parts or malfunctions found during servicing will be reported to the Customer, a repair quotation for parts and labour will be provided.
 - 4.3.2. Due to the Service Engineer's prior commitments, a separate appointment may need to be scheduled to carry out any agreed repair works if the works can not be completed within the scheduled time. This shall not exceed more than 3 working days.

5. Repairs

- 5.1. The service rates that apply to repairs carried out either at the Customer's worksite or at the Contractor's workshop shall be stipulated in the Contractor's offer. The service rates and pricing offered by Contractor apply to repairs carried out at locations stipulated within the individual contract for works. Contractor reserves the right to modify pricing to account for geographic and site-specific requirements if work locations are substantively different from the initially agreed locations.
- 5.2. The minimum charge for repair work is charged in blocks of half an hour whereas the minimum unit of labour billable is half an hour.
- 5.3. Where the Customer's equipment must be repaired in the Contractor's workshop, the Customer shall bear all transport-related costs unless specifically included in the contract for repairs.
- 5.4. The Contractor reserves the right to engage third-party service providers to carry out repairs on the Customer's equipment. The scope of maintenance works is specified in each individual maintenance contract. Where a full-service maintenance agreement has been established, service works are to be carried out within normal working hours and are conditional on the use of Equipment within the operating hours per annum stated in the Contractor's offer. Contractor reserves the right to modify any agreed price where the required works substantially differ from the initial scope of work agreed between the parties.

6. Exclusions

The following listed items are excluded from all Full Service and Preventive Maintenance agreements but can be provided as additional services on customer owned trucks:

- a) The cost of repairing any fault or damage deemed to have been caused accidentally, negligently, or maliciously
- b) The overhaul or replacement of chassis or mast assemblies
- c) The overhaul or replacement of engines or transmissions
- d) The maintenance, repair or replacement of traction batteries or chargers
- e) The repair of faults attributed to faulty or end of life traction batteries
- f) The maintenance or repair of Jungheinrich supplied attachments or accessories as defined by both parties
- g) The repair or replacement of forks including stainless steel cladding
- h) The provision of replacement trucks or equipment
- i) Replacement or repair of the escape harness system (VNA trucks)
- j) The repair or replacement of display terminals

7. Terms of payment

- 7.1. The Customer shall make the payment within the credit terms specified in the Contractor's offer from the date of the Contractor's invoice. The Customer hereby consents to the Contractor conducting credit or trade checks through any credit agency during the term of this Agreement. The Contractor may, at its sole discretion, or based on the Customer's credit report, set, vary or withdraw the Customer's credit limit at any time. Unless otherwise provided in the Contractor's offer, if the Customer fails to make any payment when due or if its outstanding balance exceeds or is likely to exceed its credit limit, without prejudice to any other right or remedy available to the Contractor, the Contractor shall be entitled to:
 - (a) Cancel the Contract or suspend any further works or services to the Customer and the Customer agrees that no claim shall be made against the Contractor arising from these actions;
 - (b) Appropriate any payment made by the Customer to such services (or Equipment supplied or sold under any other contract between the Contractor and the Customer) as the Contractor may consider fit (notwithstanding any purported appropriation by the Customer); and
 - (c) Charge the Contractor interest (before and after any judgment) on the amount unpaid, at the rate of 1.5% per month of the unpaid portion of the Contract price, until payment in full is made.
- 7.2. Contractor reserves the right, among other remedies, either to terminate the Contract or to suspend further services under it in the event and for such time as Customer fails to pay for any goods when payment is due.
- 7.3. Where the agreed maximum annual working hours for the use of the Equipment provided for and set out in the Contractor's offer is exceeded, the Customer shall pay for all such excess hours based on the following rate:

$$\text{Excess Hour(s)} \times \frac{\text{Yearly Rate}}{\text{Annual Working Hours}}$$

8. Committed service response lead time

- 8.1. Response and cut off time shall be stated in the Contractor's offer. Priority based dispatch system according to severity/urgency of breakdown will be assessed and response time for urgent cases will be faster as agreed by both parties.
- 8.2. All repairs will have to be attended within 2 working days upon breakdown call being placed. Unless if breakdown requires extended repair, then the repair will have to be completed within a period of no more than 10 working days. (Repairs due to accidents, damages due to mishandling, misused or negligence on the machine are not falling under this scope)
- 8.3. The Customer shall make the Equipment available for service in due time and shall give the Contractor's technicians free access to the Equipment directly upon their arrival in order to carry out the service works without undue delay. The Contractor is entitled to invoice separately for the costs of wasted travel time and/or unreasonable waiting times on site, according to the current service price list if the same have not been previously included in the maintenance contract.
- 8.4. Should the Customer agree on performance times outside of normal working hours, the Customer shall bear the additional costs.
- 8.5. In the event of unforeseen operational disabilities, such as strikes, work absences due to the short-term illness of specialist employees, delay in delivery or performance by suppliers, government intervention, the action of force majeure, in the event of industrial disputes as well as the occurrence of circumstances for which Contractor is not responsible, the period of performance (response times, appointment) shall be extended by a reasonable time; this shall also apply if such circumstances occur after Contractor is in default.

9. Liability and risk

- 9.1. Preventative maintenance servicing does not eliminate the possibility of equipment failures occurring nor does scheduled servicing by the Contractor substitute regular maintenance by the Customer. The maintenance tasks, for which the Customer is responsible, can be found in the relevant equipment user manual or maintenance checklist.
- 9.2. This Contract does not constitute a warranty – either expressed or implied. The Contractor will not be liable to the Customer for any indirect, special, consequential, incidental or other damages even if such damages are foreseeable or not (whether for loss of profit or otherwise), loss, cost, expenses or other claims that arise out of or in connection with preventive maintenance servicing, repairs, breakdowns or use of the equipment by the Customer during and after the period of this Contract. The Contractor's entire liability in respect of the service and/or parts supplied under the Contract shall in any case be limited to the total value of the Contract in respect of which damages are claimed.

10. Termination Clause

- 10.1. Preventive Maintenance Agreements may be terminated by either party prior to expiry of its initial terms or any renewal thereof by providing 30 days' written notice to the other party.
- 10.2. Under Full Service agreement and further agreement types, if the Customer elects to terminate the Contract for whatever reason and / or before the expiration of the Contract and / or during the Contract period, the customer shall forthwith upon written demand by the Contractor pay to the Contractor the following amount:
 - (a) Agreement/Contract amount due or owing, if any, at the time of such termination;

- (b) 75% of the residual Contract value if terminated; and
 - (c) Any other outstanding sums due & unpaid at time of termination.
- 10.3. For Full Service agreement, the Contractor is entitled to terminate the Contract without notice if there is an event of default which shall include but not limited to the following:-
- (a) the Customer is in arrears of two (2) consecutive full service rates;
 - (b) the Customer violates its obligations under this Contract and fails to remedy the violation immediately despite reminder of the same;
 - (c) the Customer fails to observe its contractual obligations in its rental agreement with the Contractor;
 - (d) the Equipment is in the possession of third parties without Contractor's prior written consent;
 - (e) the Customer makes unauthorised modifications on the Equipment; and/or
 - (f) the Customer undergoes an insolvency event, including but not limited to liquidation or receivership

11. Safety

- 11.1. The service jobs shall be performed on the operational premises of the Customer. To this end, the Customer shall make available a defined workplace without charge that is in line with the applicable safety, hygiene and access regulations. The Customer shall also be obliged to provide the Contractor with electricity and water free of charge. Any auxiliary staff of the Customer must follow the instructions given by the technicians commissioned by the Contractor. The Contractor will not assume liability for the auxiliary workers placed by the customer.
- 11.2. The customer shall take reasonable precautions to protect the health and safety of employees of Contractor attending at the Customer's premises. The customer will inform the Contractor's personnel about the existing safety instructions, if relevant.

12. Entire Agreement

- 12.1. The entire agreement between the parties with respect to the sales of the Equipment and its delivery is contained in the Contract and all previous understandings, agreements, representations or warranties, expressed or implied which are not expressly contained in the Contract are superseded.
- 12.2. Any purported terms and conditions made referenced to or incorporated or alluded to within any purchase order or other document issued by the Customer relating to this Contract or the Equipment shall have no effect and shall not bind the Seller.

13. Governing Laws

The Contract shall be governed by and construed in accordance with the laws of Australia, excluding any conflict of laws principle that would refer to the laws of another jurisdiction.

14. Arbitration

Any dispute arising out of or in connection with the Contract or these Terms & Conditions or any matters described hereunder, including any question regarding its existence, validity, interpretation or termination, whether or not during the term of this Contract or thereafter and whether before or after any termination of the Contract, shall be referred to and finally resolved by arbitration in Australia in accordance with the Arbitration Rules of the Australian Centre for International Commercial Arbitration (hereinafter referred to as the "ACICA Rules") for the time being in force, which rules are deemed to be incorporated by reference to this clause. The tribunal shall consist of a sole arbitrator and the language of the arbitration shall be in English.

15. Spare Parts Defect

- 15.1 The warranty period for spare parts is 12 months from the date of delivery.
- 15.2 The Customer shall immediately notify the Contractor in writing for any discovered defects and to give the Contractor sufficient time to remedy the defects. There will be no claims for defects in the case of only slight variation from the agreed quality or usability.
- 15.3 In the case of proven defects, the Contractor will replace the defective spare parts at its own cost.
- 15.4 Claims for defects will not apply if the Customer or third parties have carried out improper works, modifications or maintenance services at the Equipment without the Contractor's prior express approval.

16. Spare Parts Returning Policy

- 16.1. In the event the Customer decides to cancel and/or rescind the contract for sales of spare parts, the Customer must return the goods to the Contractor within thirty (30) days from the date of receipt of such goods. No refund is allowed after thirty (30) days. These goods must be undamaged, returned with a copy of the original invoice and are packed in their original packagings.
- 16.2. The Contractor will inspect such goods upon receipt and is at liberty to reject goods which do not comply with Clause 16 herein.
- 16.3. Goods which are not acceptable for return will be held for a period of ten (10) days for Customer disposition. The Contractor assumes no responsibility for rejected parts beyond ten (10) days.
- 16.4. For Jungheinrich and TCM parts, goods returned will incur a 30% restocking fee.
- 16.5. For Manitou parts, goods returned will incur a 50% restocking fee.
- 16.6. Freight charges are not eligible for refund unless the Contractor is at fault.
- 16.7. Goods returned shall be at the Customer's risk.
- 16.8. Title to the goods shall remain with the Customer until the Contractor has made a refund.
- 16.9. Goods which are manufactured and/or procured separately for an order cannot be returned. Other items that are non-returnable are listed in the table below:-

Imported from outside Australia	Seals and O-Rings	Removed from a machine or engine	Open Kits (gaskets, seals, o-rings, bearings etc)
Incomplete, weathered, or damaged	Paint, chemicals, shop supplies etc	Unidentified	Oil-open container
Removed from sealed packages	Wiring harness	Discontinued	Used/Installed parts
Having an indication that protective caps plugs or coverings were removed	Bolts, screws, nuts, and washers	Non-Stock Glass	Electrical parts
Made to Order parts by Jungheinrich Australia	Major Electrical Components used or installed (i.e., starters, solenoids, alternators etc)	Damaged parts	Electronics (i.e., ECM, controller, monitor, etc) installed components
Made to order hoses	Opened filters (i.e., seal on package has been broken)	V-belts	Glass

17. Taxes

Service Rates are 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 Customer upon receipt of a valid tax invoice, in accordance with applicable Law. Failure to pay shall constitute a material breach, and the Customer shall indemnify the Contractor against all resulting liabilities.

18. Telematics Data (if applicable)

Jungheinrich 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 Customer grants Jungheinrich, its affiliates, and authorised sub-processors the right to process such Telematics Data for safety, maintenance, support, quality control, product and service improvement.

19. Fleet Management Solutions (if applicable)

- 19.1 If the Customer subscribes to Jungheinrich'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 Customer authorises Jungheinrich 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 Customer acknowledges that it has reviewed and understood the DPA and expressly agrees to be bound by its terms. The Customer further expressly consents to the collection, use, processing, storage, and disclosure of Personal Information by Jungheinrich 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.
- 19.2 The Customer 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 Customer 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 Jungheinrich for processing. The Customer shall defend, indemnify, and hold harmless Jungheinrich from and against any regulatory penalty, fines, claims, or third-party claims to the extent arising from the Customer'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.

20. No Re-Export to Russia Clause

The Customer shall not directly or indirectly sell, export or re-export any Jungheinrich products to the Russian Federation or for use in the Russian Federation. The Customer shall maintain an appropriate monitoring mechanism and ensure all downstream parties fully comply with this clause. Any breach shall entitle Jungheinrich 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 Jungheinrich product whichever is higher. The Customer shall promptly report any irregularities or activities that may undermine this clause and provide the requested compliance information within two weeks of Jungheinrich's request.

Contractor: Jungheinrich Australia Pty Ltd

Customer: _____

Signature / Date

Name: _____

Position: _____

Signature / Date

Name: _____

Position: _____

Signature / Date

Name: _____

Position: _____

Signature / Date

Name: _____

Position: _____