

SHORT-TERM RENTAL AGREEMENT

Terms and Conditions

This Agreement is entered into between Jungheinrich New Zealand Limited (hereafter called "Jungheinrich") and the customer described in the schedule (hereafter called "Customer") to this Short-Term Rental Agreement and governs the short-term rental of equipment detailed in the schedule (hereinafter called "Equipment") to the Customer. The terms of this agreement do not apply to equipment which is subject to a signed Fixed Term Agreement between Jungheinrich and the Customer.

Term of Rental

1. Rental of the Equipment shall commence from the date of delivery of the Equipment to the Customer and shall continue for the term specified in this agreement (hereinafter called "Contract Term").
Jungheinrich may at any time terminate this agreement and the hiring of the Equipment by notice in writing to the Customer.

Operation

2. The Customer shall:
 - 2.1 Ensure that the Equipment is used and operated only in accordance with the manufacturer's instruction and by persons properly trained and qualified to use the equipment.
 - 2.2 Undertake daily checks of the engine oil level, the radiator and battery water levels and the tyre pressures.
 - 2.3 Supply all fuel (petrol, electric current or LPG) and top up engine oil, hydraulic fluid and air if applicable.
 - 2.4 Notify Jungheinrich immediately if Equipment is lost or damaged or in need of repair or servicing and will not use the Equipment in a manner that aggravates the defect or otherwise detrimentally affects the Equipment.

Care of Equipment & Maintenance

3. Jungheinrich will arrange and pay for all maintenance service necessary to keep and maintain the Equipment in good and serviceable condition. These services will be available from 7.30am to 5.00pm on weekdays, excluding public holidays in New Zealand (hereinafter called "Working Hours").
4. Jungheinrich will replace tyres and rims worn out through fair wear and tear. This will be one set of replacement tyres per year. Any tyre requiring replacement or repair for any other reason shall be replaced by Jungheinrich at the cost of the Customer.
5. The Customer agrees that Jungheinrich employees or agents may enter any premises where the Equipment may be located for the purpose of carrying out maintenance service. Whilst adhering to the Customer's OSH/H&S Policy.
6. Any maintenance service which in the opinion of Jungheinrich is required as a result of non-compliance by the customer, its employees and/or its agents with the Equipment's operation procedures, shall be paid for by the Customer at Jungheinrich then current rates.
7. Any after-hours callouts (outside of Working Hours) will incur a call-out charge of \$250 excluding GST, plus a minimum three hours labour charge at \$110 excluding GST per hour per call out.
8. The Customer agrees to return the equipment to Jungheinrich in the same condition as delivered.

Insurance

- 9.1 Jungheinrich will insure the Equipment against loss, theft or damage by fire and such other risks as Jungheinrich may determine. The Customer will pay to Jungheinrich any excess charged by an insurer on any claim under a policy of insurance taken out pursuant to this clause.
- 9.2 Jungheinrich shall not be obliged to insure the Equipment against loss, theft or damage resulting from the negligent, careless or faulty/improper operation of the Equipment by the Customer or its employees or agents.

Payments

- 10A. The Customer shall pay the below to Jungheinrich promptly in advance or as otherwise directed:
 - 10.1 The rent for the short-term rental of the Equipment within 30 days from the invoice date;
 - 10.2 Any fuel, transport and accessories costs;
 - 10.3 All GST and other taxes payable in connection with the short-term rental of the Equipment;
 - 10.4 All payments made under this agreement must be made in cleared funds and without deduction or set off of any kind and in such manner as Jungheinrich may from time to time specify;
 - 10.5 A cleaning fee may be charged if the equipment is returned in poor condition;
 - 10.6 Any cost which Jungheinrich may incur in making good any failure by the Customer to comply with any obligations under this agreement or otherwise in respect of the Equipment and any other expense which Jungheinrich may incur in enforcement or protection of the rights of Jungheinrich under this agreement.
- 10B. The Customer acknowledges that all short-term rental orders are non-binding until the required payment is received prior to delivery. Inland orders required are subject to the completion and approval of a credit or trade check, which may be conducted through any credit agency and the execution of a Short-Term Rental Agreement between both Jungheinrich New Zealand Limited and the Customer.

Security (Personal Property Securities Act 1999)

11. In relation to the registration of financing statement on personal Property Securities Register (PPSR), the Customer undertakes to:
 - 11.1 Sign any further documents and/or provide any further information (which information the customer warrants to complete, accurate and up to date in all respects) which Jungheinrich may reasonably require to enable registration of a financing statement or financing change statement on the PPSR.
 - 11.2 Give Jungheinrich not less than 14 days prior to written notice of any proposed change in the Customer's name/or any other change in its details (including, but not limited to, change of address, facsimile number, trading name or business practice).

Default

12. The Customer will be in default if any one or more of the following occur:
 - 12.1 Non-payment of any sum by due date
 - 12.2 The Customer intimates that he will not pay any sum by the due date
 - 12.3 Any Equipment is seized by any other creditor of the customer or any other creditor intimates that it intends to seize Equipment
 - 12.4 Any Equipment in the possession of the Customer is materially damaged while any sum due from the customer to Jungheinrich remains unpaid in the possession of the Customer
 - 12.5 The Customer is bankrupted or put into liquidation or receiver is appointed to any of the Customers' assets or landlord distrains against any of the Customers' assets.
 - 12.6 A court judgment is entered against the Customer and remains unsatisfied for 7 days
 - 12.7 Any material adverse change occurs in the financial position of the Customer and/or any sale transfer or other disposition of any of the shares in the capital of the Customer takes place which has the effect of altering the effective control of the Customer without Jungheinrich prior written consent.
 - 12.8 The Customer is bankrupted or put into liquidation or receiver is appointed to any of the Customers' assets or landlord distrains against any of the customers' assets.
 - 12.9 A court judgment is entered against the customer and remains unsatisfied for 7 days.
 - 12.10 Any material adverse change occurs in the financial position of the Customer and/or any sale transfer or other disposition of any of the shares in the capital of the Customer takes place which has the effect of altering the effective control of the Customer without Jungheinrich prior written consent.
13. If the credit (Repossession) Act 1997 applies to any transaction between the Customer and Jungheinrich, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.
14. The Customer shall not sell, assign, pledge, mortgage, sublet, lend or part with possession of the equipment or attempt to purport to do so and will provide a safe and proper garage in which the Equipment will be kept when not in use.

Breach and Termination

15. If the Customer is in default under this Agreement and such default continues unremedied for 7 days from the date in writing of the default by Jungheinrich to the Customer, Jungheinrich may terminate this Agreement without releasing the Customer from any liability for any breach, non-observance or non-performance of any of the covenants contained or implied in this Agreement.
16. In the event that Jungheinrich terminates this Agreement in accordance with the clause 15 and the Customer shall give irrevocable authority to Jungheinrich to enter any premises occupied by the Customer or on which the Equipment is situated to remove and repossess the Equipment and any other property which has been supplied by Jungheinrich. Jungheinrich is not liable for any costs, damages, expenses or losses incurred by the Customer or third party as a result of this action, nor liable in contract or tort or otherwise in any way whatsoever unless by statute such as liability cannot be excluded.
17. If Equipment has been hired for a specified period of time as mentioned in the quotation or is subject to a monthly rental (as opposed to a casual rate), the Customer may terminate this Agreement by providing one months' notice in writing to Jungheinrich. The Customer is liable for payment of rent up to and including the later of the date one month from the date to Jungheinrich receives the Customer's written notice of termination or the date the Equipment is returned to Jungheinrich.
18. If the Equipment is leased on a casual basis (on a casual rate) then the customer may terminate this Agreement by notice in writing to Jungheinrich. The Customer is liable for payment of rent up to and including the date that the Equipment is returned to Jungheinrich.
19. At the end of the Contract Term, the Customer and Jungheinrich may agree to continue the short-term rental arrangement, pending contract renegotiation in such cases for the purposes of PPSR the initial contract shall be deemed continued in succession without interruption.
20. Upon termination of this Agreement the Customer will immediately make the Equipment available for collection by Jungheinrich.
21. NIL

Liability and Indemnification

22. The Equipment shall be at the sole risk of the Customer from the moment of delivery to the site whether on or before the commencement of the Contract Term until it is removed from the site by or on behalf of Jungheinrich whether one or after the date of expiry of the contract period or its extended period.
23. The Customer shall indemnify Jungheinrich against all loss or damage to or destruction of the Equipment during the Contract Term or its extended period from whatsoever cause the same may arise and whether with or without the Customer's fault.
24. The Customer shall be responsible for and shall pay all costs, including the replacement cost of the battery or charger where such battery or charger has to be replaced by customer caused fault.
25. The Customer accepts all liability and responsibility in respect of and shall indemnify Jungheinrich 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 personal injury or death of any person in any way caused by or relating to the Equipment or its use (including but not limited to the payment of all damages, costs and charges in connection therewith) except insofar such damage, loss or destruction, injury or death directly resulting from Jungheinrich's negligence.
26. Jungheinrich shall not be liable for any consequential loss or indirect loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods and Services provided by JHNZ to the Customer.

Telematics Data (if applicable)

- 27.1 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.

Fleet Management Solutions (if applicable)

- 28.1 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/bdrp2dgd>) (NZ-DPA-V1-06/2026, Version 1, last updated: 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.
- 28.2 The Customer is responsible for ensuring a valid legal basis for the processing of Personal Information in connection with the FMS, including obtaining all necessary consents, provide required notices, and complying with its obligations under the Privacy Act 2020, and implementing appropriate measures in its internal relationships with employees and authorised users. The Customer warrants and confirms that any Personal Information provided to Jungheinrich has been lawfully collected and that all required consents (where applicable) are informed, voluntary, and validly obtained prior to such disclosure. The Customer shall indemnify and hold harmless Jungheinrich, its affiliates and sub-processors against any claims, penalties or liabilities arising from the Customer's breach of its data protection obligations or misuse of the FMS.

No Re-Export to Russia Clause

29. 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.

For Jungheinrich New Zealand Ltd		Customer	
Signature		Signature	
Name		Name	
Position		Position	
Date		Date	
Witnessed by		Witnessed by	
Signature		Signature	
Name		Name	
Position		Position	

JUNGHEINRICH RENTAL EQUIPMENT (subject to availability)

	ETV 320
	EKM
	EKX
	ETV
	ERE



ECE