

These GTC are effective as of 14.04.2026.

Appendices to GTC:

1. Extract from the General Conditions of Property Insurance against Random Events

## **General Terms and Conditions of Long-Term Lease with the Full Service option**

### **§ 1. Basic information:**

1. These General Terms and Conditions of Long-Term Lease ("GTC") apply to all long-term lease agreements with the Full Service option (hereinafter referred to as: the LA or Lease Agreement), concluded between KION Financial Services Polska Sp. z o. o. with its registered office in Warsaw at ul. Płochocińska 59, (03-044) Warsaw, registered in the District Court for the capital city of Warsaw in Warsaw, 14<sup>th</sup> Commercial Division of the National Court Register (KRS) under number KRS 0001034964, tax identification number (NIP): 5242971678, statistical business identification number (REGON): 525261518, share capital: PLN 5,000, which acts as the lessor ("**Lessor**") and the Client acting as the Lessee.
2. In the event of a conflict between the provisions of these GTC and any other provisions of the Lease Agreement, the provisions of the Lease Agreement shall prevail.
3. Lessee's model agreements, including Lessee's general terms and conditions of purchase, may only apply if they are accepted by the Lessor in writing under pain of nullity. In any other case, the Lessee's model agreements shall not apply to Lease Agreements concluded with the Lessor.
4. The applicable GTC are available on the website [www.linde-mh.pl](http://www.linde-mh.pl)  
The Lessor will make the archival versions available at the Lessee's request.
5. Kion Financial Services Polska Sp. z o.o., in compliance with the obligation arising from Article 4c of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions, hereby declares that it holds the status of a large enterprise within the meaning of Article 4c (1) of the aforementioned Act.

### **§ 2. Definitions:**

In these GTC:

"**Forklift Truck Application Sheet**" means an analysis of the use of the Leased Items and their operating conditions at the Lessee's (at the Place of Use) prepared by the Supplier.

"**LINDE**" - means "LINDE Material Handling Polska Sp. z o. o. with its registered office in Warsaw, ul. Płochocińska 59, 03-044 Warszawa, registered in the register of entrepreneurs of the National Court Register (KRS) kept by the Commercial Division of the National Court Register under number KRS 0000133470, NIP: PL5260201904, REGON: 012087782, BDO: 000025338, which acts in the GTC and in the Lease Agreement as a technical and commercial advisor/service partner authorized to act on behalf of the Lessor in the scope of preparation of a commercial and technical offer, negotiations of the agreement, delivery, putting into operation, release, take over and servicing of the leased item. Linde is also an entity authorized to insure the Leased Item.

"**Lessee**" means an entity being an entrepreneur within the meaning of Article 43 of the Civil Code, named as the Lessee in the Lease Agreement.

"**Lease Agreement (LA)**" means a long-term lease agreement concluded on the basis of these GTC, of which these GTC form an integral part (by referring to them or attaching them to it), specifying the Lessee, specifying the Leased Items covered by the Lease Agreement, and specifying detailed conditions of lease, as well as Supporting Documents applicable thereto.

"**Party**" means both the Lessor and the Lessee.

"**Rent**" means, in relation to each Leased Item, the initial amount of periodic instalments specified in the LA; the Rent adjusted in accordance with the principles specified in the GTC. The Rent may also include a fee for the administration and control of the forklift truck fleet; the amount of this fee is fixed and does not depend on the number of days that a given forklift truck has been operated in a given month.

"**Leased Item**" means forklift trucks and other equipment covered by the LA.

"**Forklift Truck User Manual**" means the operator's guide and manufacturer's instructions.

"**Lease Period**" means the period specified in accordance with § 7.1 of the GTC.

### **§ 3. Conclusion of the Lease Agreement**

1. The Lease Agreement between the Lessee and the Lessor is concluded in writing under pain of invalidity.

### **§ 4. Leased Item**

1. Technical Specification of the Leased Items will be specified in the Lease Agreement and appendices thereto.

### **§ 5. Ownership title**

1. The Leased Items constitute and at all times remain the property of the Lessor and LINDE is entitled to manage them (for the purposes of performing the activities that LINDE may perform as a technical and commercial advisor/service partner) during the Lease Period. The Lessee is not entitled to: use the truck for purposes other than those specified in the technical descriptions, especially regarding the maximum load, to encumber them

with limited property rights or other third-party rights, lend, let, sublet or hand over the Leased Items for use by third parties on any other legal basis.

2. The ownership title to the Leased Items will not be transferred onto the Lessee at any time. Upon expiry of the relevant Lease Period, a given Leased Item must be returned by the Lessee to LINDE, which will take over such Leased Item on behalf of the Lessor, subject to §7.3 of the GTC.
3. Each Leased Item must be permanently held by the Lessee from the Date of Delivery of the Leased Item to the date of its return, in accordance with § 19 of the GTC, and the Lessee may not sublet, lend or in any other way dispose of any of the Leased Items or allow third parties to use them, unless the Lessor consents to such action in the Lease Agreement.
4. Each Leased Item must at all times remain and be used in the place in Poland specified in the LA ("**Place of Use**"), unless the Lessor or LINDE consent to a change of the place of use of the Leased Item in writing under pain of nullity. Should the Leased Item be transferred to another place of use without the consent of the Lessor or LINDE, all costs of servicing and repairs covered by the Full Service option will be transferred directly to the Lessee on an ad hoc basis without the possibility of reducing the Rent. Such unauthorized transfer may also result in a lack of insurance coverage.
5. The Lessor (or LINDE acting on its behalf) may name and mark the Leased Items and label them for identification purposes at its own discretion, and the Lessee may not remove or change any such identification markings.
6. The Lessee must secure the Leased Items against takeover or any other form of misappropriation by a third party, immediately notify the Lessor of any attempt to take over or otherwise misappropriate the Leased Items by a third party, and inform the third party that the Leased Items are the exclusive property of the Lessor.
7. The Lessee is obliged to provide the Lessor and LINDE with access to the Leased Items during Lessee's working hours at any time, based on prior notice, in order to inspect them and check, among other things, whether they are fit to use according to § 13 of the GTC.

#### **§ 6. Delivery**

1. Each Leased Item will be delivered by LINDE on behalf of the Lessor to the Lessee, to the Place of Delivery specified in the LA. Receipt shall be confirmed by signing the **Consignment Letter/Acceptance Report** in the case of putting into operation at the LMH-PL workshop, or by signing the **Putting into Operation Report** in the case of putting it into operation at the Lessor's premises.
2. Costs and expenses of delivery and issue of the Leased Item shall be covered by the Lessor.
3. If the Leased Item is put into operation at Linde's workshop, the delivery shall be confirmed by the **Acceptance Report** drawn up by the Lessor, which the Lessee is obliged to sign in confirmation of receipt of the forklift truck put into operation. If any defects are found in the Leased Item, they will be described in the Acceptance Report, and the Lessor will ensure that they are removed by LINDE at its own expense. If the Lessee unjustifiably refuses to sign the Acceptance Report, the Lessor shall have the right to prepare a unilateral report, which constitutes the basis for charging of the Rent and issuing an invoice, while it will keep the truck in its possession. The costs of storing the truck shall be borne by the Lessee.
4. In the case of the putting the Leased Item into operation of at the place of delivery, the fact of delivery shall be confirmed by means of the **Putting into Operation Report**. The signed Putting into Operation Report shall be provided to the Lessee by e-mail, at the e-mail address specified in the LA. In the event of discovering defects or refusal to sign the confirmation of the putting into operation, the provisions of section 3 shall apply accordingly.
5. The Lessee may not unreasonably refuse to sign the Acceptance Report/Putting into Operation Report of the Leased Item.
6. The Leased Item will be considered compliant with the Lease Agreement if changes in the construction, technical data and design of the Leased Item result from modernization and technical progress (in particular the introduction of a newer model), and the Leased Item does not change its character and technical properties, as well as its delivery does not conflict with the Lessee's needs.
7. The risk of accidental loss of or damage to the truck shall be transferred onto the Lessee upon receipt of the truck from the carrier, however, the Lessee shall have the right to use the truck only after it has been put into operation by LINDE.
8. Together with the Leased Item, the Lessor shall provide the Lessee with documentation relating to the given Leased Item, drawn up in Polish.
9. The Lessor reserves the right to deliver the Leased Item in batches and to issue invoices for the already delivered Leased Item in accordance with the principles specified in these GTC. The Lessee has no right to refuse to accept partial deliveries or to refuse to pay for VAT invoices issued by the Lessor.
10. The delivery date may be postponed in the event of circumstances beyond the control of the Lessor or LINDE, including events related to the functioning of supply chains. LINDE shall immediately notify the parties to the Agreement of any changes of the delivery date.

#### **§ 7. Lease Period**

1. The Lease Agreement shall be concluded for a specified period of time. On the day of concluding the LA, the Lessor shall give into lease, and the Lessee shall take into lease the truck together with the Full Service

option, hereinafter referred to as the truck lease, for the period specified in the Lease Agreement, starting from the date of putting the truck into operation by LINDE at Lessee's premises.

2. The Lease Agreement shall be valid from the date of its conclusion until the end of the Lease Period, except that the first rent shall be calculated from the date of acceptance of the truck put into operation confirmed by the Acceptance/Putting into Operation Report.
3. The Lease Agreement may not be terminated before the expiry of the period for which it was concluded, except for the cases described in these GTC.
4. If the Lessee expresses its willingness to extend the Lease Period, it is obliged to submit a relevant request to the Lessor no later than 3 months before the end of the Lease Period. In such a case, the Lessor will present the Lessee with an offer to extend the Lease Period together with the calculation of the Rent amount. The Parties agree that the extension of the Lease Period requires signing an amending annex to the LA, drawn up in writing under pain of nullity. If the Parties do not reach an agreement on the extension of the Lease Period, the Lessee is obliged to return the Leased Items according to the terms of the GTC.

### **§ 8. Rent instalments**

1. In exchange for taking into use and obtaining the right to use the Leased Item during the given Lease Period in accordance with the provisions of the LA, the Lessee undertakes to pay the Lessor the Rent specified for the relevant Leased Item in the LA (which may be adjusted in accordance with the provisions of these GTC).

### **§ 9. Payment of Rent**

1. The lease settlement period is a calendar month.
2. In exchange for the lease of the truck with the Full Service option, the Lessee is obliged to pay a monthly rent in the amount specified in the LA. The applicable VAT will be added to the rent charged in this way.
3. The Rent specified in the Lease Agreement was calculated based on the interest rate, which is the sum of the reference rate and the margin. The reference rate was determined on the basis of the "offer" quotation rate of EURIBOR ICE SWAP RATE 5Y for EUR or PLN SWAP ANN (V 6M) 5Y for PLN, published by BLOOMBERG on the 25<sup>th</sup> day of each month (in the event that the 25<sup>th</sup> day of the month falls on a statutory day off, the quotation from the next business day shall be used) and shall be valid in the next calendar month in which the lease offer was prepared. If, in the month in which the Rent begins to be charged, the reference rate specified above for the currency of the agreement is higher than the rate adopted in the offer, the Lessor shall have the right to adjust the amount of the Rent to the extent to which the reference rate in compared to the reference rate applicable on the date of preparation of the offer. Such a change in the amount of the Rent shall not constitute an amendment to the Lease Agreement. The Lessor will notify the Lessee electronically of the new Rent amount applicable during the LA period.
4. The Rent will be due and payable:
  - (a) in full amount, not later and on the payment date specified in the LA;
  - (b) in the currency specified in the LA (PLN or EUR);
  - (c) (i) by direct debit from the Lessee's bank account indicated for this purpose in the LA or (ii) by transfer by the Lessee to the Lessor's Account; and
  - (d) without any deductions, set-offs, counterclaims or further claims from the Lessee (in particular, such as any Compensation Claims related to the Leased Item).
5. The Rent shall be payable for each commenced calendar month. In the case of the first and last calendar month of the Lease Period, the Rent Instalment will be calculated in proportion to the duration of the agreement applicable to a given Leased Item in a given month.
6. In the event of a delay in payment, the Lessor shall have the right to charge:
  - (a) interest on the overdue amount equal to the maximum statutory amount determined in accordance with the Civil Code

and

  - (b) compensation for recovery costs pursuant to Article 10 of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions (as amended), which will become due and payable from the Lessee immediately upon the Lessor's written call for payment.
7. If the Rent specified in the LA is expressed in EUR and the payment is agreed in PLN, the payment should be made at the selling rate of the Bank maintaining the Lessor's Account announced on the day preceding the date of issuing the VAT invoice.

8. If the Rent specified in the LA and expressed in EUR is also payable in EUR, invoicing will be subject to the applicable provisions of the Act on Tax on Goods and Services.
9. The Lessee fully accepts the fact that a delay in payment of even part of the Rent for at least two payment periods (regardless of the reason for the delay) will entitle the Lessor to terminate the Lease Agreement in accordance with § 18.1(b) of the GTC.

#### **§ 10. Rent adjustment**

1. The Lessee accepts the fact that the Rent may change. Therefore, the Lessor reserves itself the right to unilaterally adjust the Rent in accordance with this § 10, subject to the provisions of section 2, which does not exclude its right to unilaterally adjust the Rent in other cases described in these GTC.
2. If there is a change in the value of the Leased Item between the date of conclusion of the Lease Agreement and delivery due to a change in specifications at the Lessee's request, the Lessor will have the right to recalculate and adjust the Rent accordingly. A change in the amount of the Rent described in this point of the GTC requires the signing of an amending annex to the Lease Agreement between the parties.
3. After each year of the Lease Agreement, the Lessor may adjust the Rent by the average annual price increase of consumer goods and services announced by the President of the Central Statistical Office (GUS) in Monitor Polski. Such a change in the rate shall not require an amending annex to the LA or other written notification.
4. The Lessor shall have the right to unilaterally apply a relevant, proportional adjustment of the Rent in cases where it is necessary to retrofit the Leased Item as a result of changes in the law or in cases where the Lessor is obliged to pay additional fees related to the holding of the Leased Item (e.g. change of fees or frequency of tests by the Office of Technical Inspection (UDT), etc.). The Lessor will inform the Lessee about the Rent adjustment without undue delay, after making relevant determination in relation to the Leased Item, and such adjustment will become effective from the Settlement Period starting immediately after the date of drawing up the relevant notification. A change in the amount of the Rent described in this section of the GTC shall not require the signing of an amending annex to the LA between the parties.

#### **§ 11. Fee for exceeding the usage limit**

1. The monthly Rent is calculated in the amount specified in the LA, assuming that the truck will be used for the number of engine hours specified in the LA during the year of the Lease Agreement (**annual limit of engine hours**).
2. If the annual limit of engine hours specified in the LA is exceeded, the fee for renting the truck in excess of the annual limit of engine hours will be invoiced separately by the Lessor, after preparing a report specifying the course of operation of the truck, at the rate specified in the LA for each engine hour in excess of the limit of engine hours.
3. Annual limits of engine hours will be settled once a year in December. The settlement will apply to each truck for which at least 1 year has passed from the date of putting into operation to the settlement date of a given year. Additionally, the operating hours of each truck will be settled on the day the agreement for the relevant truck ends. The annual limits of engine hours for a given truck used for the settlement will be directly proportional to the period of operation of that truck.
4. If the Annual Use Limit for the Leased Item is exceeded in the subsequent 12 months of the LA period, the Lessor reserves itself the right to make a relevant unilateral adjustment of the Rent and the Annual Use Limit for that Leased Item. If such an adjustment is made, the Lessor shall notify the Lessee thereof within 7 days from making the adjustment, and the adjustment will become effective from the Settlement Period beginning immediately after the date of drawing up a relevant Rent Adjustment Notification (unless the notification indicates otherwise). Adjustment of the Rent done in the way and according to the terms described in this section of the GTC shall be made unilaterally by the Lessor and shall not require an amending annex to the Agreement to be signed between the Parties.
5. For the purposes of this § 11 of the GTC, a relevant device to measure the consumption of the Annual Use Limit will be installed on each Leased Item. If, for any reason, such device fails to operate for any period and Lessee fails to notify Lessor thereof, the Lessor may, at its discretion, estimate the consumption of the Annual Use Limit during the period during which the device measuring consumption was not operating, based, if possible, on prior measurement of consumption of the Lessee's Annual Use Limit.

#### **§ 12. Tax**

1. The Rent, all additional fees and other amounts payable by the Lessee under the LA or in connection therewith are net prices, and all applicable taxes (such as value added tax (VAT), tax on civil law transactions, local tax, etc.) shall be borne by the Lessee. If the law requires withholding or deducting any taxes, the amount of the payment due from the Lessee shall be increased to an amount that (after such withholding or deduction of tax) leaves an amount equal to the payment that would be payable if no withholding or deduction of tax was required. Any such change in the tax amount will be appropriately reflected in invoices issued to the Lessee by the Lessor. In particular, the Rent and all amounts that become payable under the Lease Agreement or in connection therewith are increased by VAT at the applicable rate.

#### **§ 13. Lessee's obligations regarding use and maintenance**

1. The Lessee is obliged to obtain and hold all required permits and authorizations necessary to operate the Leased Items and may use the Leased Items only for the purposes and under the operating conditions for which they are intended, in the manner specified by law and in accordance with the Forklift Truck User Manual and additional information described on information boards attached to the Leased Item.
2. The Lessee must ensure that the Leased Items are operated only by properly trained and duly qualified personnel, and that the unused Leased Items are stored in a dry, heated and covered place within the Place of Use, secured against access by unauthorized persons, and the effects of natural factors, and suitable for keeping the Leased Item ready for use.
3. The Lessee is fully responsible for keeping the Leased Items clean and in good condition and undertakes to always organize maintenance and repairs necessary for this purpose (including by handing over a relevant Leased Item to LINDE for maintenance and repairs, if this is provided for in the Forklift Truck User Manual or otherwise under the Lease Agreement).
4. The Lessee is obliged, at its own expense, to:
  - (a) check each Leased Item before each change, in accordance with the relevant Forklift Truck User Manual, to ensure that it is maintained in good technical condition, enabling use thereof to the extent specified in the LA
  - and
  - (b) take proper remedial measures in the event of identifying any damage, faults or other defects of the Leased Item.
5. If the Lessee identifies any damage, fault or other defect of the Leased Item, it must immediately stop using such Leased Item and promptly notify LINDE thereof, after which LINDE (on behalf of the Lessor), following consultation with the Lessee, will organize repair of such damage, fault or other defect as soon as possible, in a way that LINDE considers sufficient and appropriate.
6. The Lessee is not entitled to make any modifications to the Leased Item without Lessor's or LINDE's prior written consent. Any such modifications, as long as the Lessor accepts them, must be performed by LINDE or another suitably qualified specialist approved by the Lessor, at the Lessee's expense, responsibility and risk. The Lessor and LINDE will not bear any responsibility or do not commit themselves to provide servicing or repairs in the event of such modifications or parts thereof. The same rule shall apply, respectively, if new equipment is installed in the Leased item. If the Leased Item is to be returned at the request of the Lessor in accordance with § 19 of the GTC, LINDE, at the Lessee's expense, will restore the relevant Leased Item to its original condition, as if such modification or installation of additional equipment had not taken place.
7. The Lessee does not acquire ownership of any part of the truck installed on it during its operation by the Lessee during the period of validity of the LA. In particular, the replaced parts and components remain the property of the Lessor, regardless of whether the Lessee was charged for them or not.
8. The Lessee undertakes to ensure, at its own expense, safety of use of the Leased Items and their compliance with all applicable OHS and environmental protection regulations, as well as other applicable laws and regulations.
9. The Leased Items cannot be used in public traffic areas.

#### **§ 14. Full Service**

1. This article defines the scope and standards of all maintenance and repair work in relation to the Leased Items as well as other services related to them, which will be provided by LINDE on behalf of the Lessor.
2. Costs and expenses for maintenance and repairs not included in the scope of Full Service shall be covered by the Lessee.
3. The Lessee is obliged to submit all reports regarding the need to perform services falling within the scope of Full Service directly to LINDE, without the Lessor's intermediation.
4. Full Service (hereinafter also referred to as Service) includes technical inspections in accordance with the manufacturer's instructions and all repairs resulting from normal operation, excluding the works specified in section 5.
5. The Service specified in section 4 does not include the costs of replacement and repairs (materials + labor) of tires, track and support rollers, forks, batteries and chargers. The Service also does not cover the costs of repairs, consumables, spare parts, labor, travel, re-registration with the Office of Technical Inspection (UDT), if they are due as a result of repairs of damage caused by a truck accident, use of the truck contrary to the user manual, damage indicating excessive use or devastation, or if repairs and inspections are carried out in a place other than agreed in the LA, and the truck was moved without the consent of the Lessor. Costs incurred by LINDE will be invoiced separately, at LINDE's standard rates. The invoice shall be each time settled and paid in PLN by the Lessee within the period specified in the LA, counted from the date of sale stated on the invoice, by transfer to LINDE's PLN account provided on the invoice.
6. Neither the Lessor nor LINDE shall be obliged to provide the maintenance services if the Lessee is in arrears with any payment due to the Lessor or LINDE, and in such a case, the operation of the truck may also be blocked. Downtime of the truck for this reason cannot constitute the basis for any claims by the Lessee against the Lessor or LINDE.
7. During the term of the Lease Agreement, the Lessee is obliged to use only the service provided by LINDE. This provision also applies to the services and purchase of parts not included in Full Service.

8. LINDE shall provide the services on working days, i.e. Monday – Friday, excluding Saturdays, Sundays and public holidays.
9. LINDE will start to remove the failure that prevents the truck from operation on the day of reporting the failure in writing, if it is reported before 10:00 a.m., or on the next morning if it is reported after 10:00 a.m., taking into account the provisions of section 8.
10. LINDE will start to remove the failure that does not prevent the truck from operation within 24 hours of receiving a written report, taking into account the provisions of section 8.
11. After each visit, a representative the LINDE's service will prepare a report containing:
  - a) description of the work performed,
  - b) description of the condition of the truck after completion of work,
  - c) any comments regarding the need to perform work not covered by the LA,
  - d) description of irregularities, if any, in the operation and daily handling of the truck,
  - e) reading of the engine hour meter.The Lessee is obliged to sign the report and may submit its own comments to the report.
12. In the light of applicable regulations on the disposal of waste materials (used oils, filters, batteries), LINDE will collect all waste materials from the trucks covered by the Lease Agreement and will ensure their disposal in accordance with the regulations.
13. LINDE's employees staying at the plant are obliged to comply with all internal regulations.
14. In the event of a failure of the truck that was not attributable to the Lessee and prevented the truck from operation, LINDE shall have 72 hours (excluding Saturdays, Sundays and public holidays) to remove the failure from the moment of being notified by e-mail during office hours, i.e. from 8.00 a.m. to 4.00 p.m. on a working day.
15. If, within 72 hours from the written notification to LINDE of a failure that prevents the truck from operation, LINDE does not remove it, the Lessee shall have the right to demand an adjustment of the Rent for the time the truck was not operable beyond these 72 hours. If the Lessor or LINDE is able to provide a replacement truck and does so at the Lessee's request within the next 72 hours, the Rent shall not be adjusted. If the failure is attributable to the Lessee, the Rent will not be adjusted either and the costs of providing a replacement truck shall be borne by the Lessee.

A replacement forklift truck is understood as a truck with similar technical parameters and/or similar functionality as the Leased Item, which is to be replaced for the time of repair (i.e. LINDE forklift trucks, except for trucks from the following series: 1191, 5007, 8923, 5224, 5231, 1164, 4589, 4590, 4594, 5021, 5213, 396, 1401, 1411, 1471, 1279, explosion-proof truck, truck with additional equipment, automated guided vehicles (AGV) other specialized vehicles or vehicles of a non-LINDE brand for which replacement delivery is not possible).

The Parties also agree that the leased forklift truck with a li-ion battery may be replaced with a replacement forklift truck with a different type of battery. The Lessee is obliged to report the failure and the need for a replacement device in advance to the relevant territorial branch of LINDE between 8:00 a.m. and 4:00 p.m., Monday to Friday, excluding public holidays.
16. The Lessee will immediately notify LINDE of any incident regarding the operation of the truck and, if necessary, immobilize the truck until it is repaired.
17. The Lessee shall carry out, at its own expense:
  - a) daily checks of the general condition, checking and refilling of substances (oils, water, electrolyte, etc.),
  - b) weekly checks of tire condition.
18. The Lessee undertakes to:
  - a) make the truck available for inspection or repair,
  - b) provide the LINDE representative during each intervention with an appropriate, i.e. dry, heated and lit room enabling on-site maintenance and repairs,
  - c) report for periodic inspections in accordance with the schedule contained in the truck user manual,
  - d) ensure access to sanitary facilities,
  - e) in the case of work requiring the use of heavy equipment (e.g. a second truck), provide access to it, if it is at the Lessee's disposal,
  - f) enable continuation of work in the evening, if necessary.
19. LINDE, on behalf of the Lessor and the Lessee, shall carry out all tests and inspections required by applicable regulations.
20. If the Lessee discovers any failure to comply with its obligations (and the availability and technical knowledge of LINDE will be the decisive measure for compliance with these obligations is) by LINDE in the scope of the services referred to in the Full Service Terms and Conditions, it will notify the Lessor thereof without undue delay and enable the Lessor to take actions, together with LINDE, aimed at reaching compliance with the contractual obligations.

21. The Lessee accepts the fact that all repairs and services not covered by Full Service during the LA period will be performed by LINDE. The Lessee will be obliged to pay for the services indicated in the preceding sentence directly to LINDE, based on service documents prepared by LINDE and a VAT invoice issued.

#### **§ 15. Lessee's liability; Risk of loss, destruction and damage**

1. From the Date of Delivery of the Leased Item until its return by the Lessee in accordance with § 19 of the GTC, the Lessee shall bear:
  - (a) full liability for any damages, losses or injuries caused by the Leased Item to any person or to any item, as well as for any obligations arising from any penalties or fines imposed in connection with the holding, operation or use of the Leased Item; and
  - (b) the whole risk of loss, destruction of or damage to the Leased Item for any reason, including force majeure.
2. The Lessee agrees to pay full compensation to the Lessor within 14 days of the relevant notice, if:
  - (a) a third party files a claim against the Lessor in relation to the Leased Item and such claim is not covered by the insurance taken out by the Lessor pursuant to the provisions of the Insurance Conditions under the Lease Agreement; or
  - (b) the amount of insurance payments received by the Lessor under the insurance policy against loss, destruction or damage of the Leased Items, purchased by the Lessor or LINDE according to the provisions of the Insurance Conditions, does not cover actual losses or damages incurred by the Lessor for any reason whatsoever.
3. The Lessor and LINDE shall not be responsible and liable for any loss of or damage to (including, but not limited to, damage resulting from negligence, accident, acts of vandalism or intentional destruction) the Leased Items or resulting from the holding, operation or use of the same, which were caused by the Lessee, third parties or force majeure.

#### **§ 16. Insurance**

1. The Leased Item shall be insured by a reputable insurance company, starting from the relevant Delivery Date of the Leased Item until the date of its return pursuant to § 19 below, against third-party liability of owners of motor vehicles, as referred to in the Act of 22 May 2003 on Compulsory Insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, against damage cause by the truck (this applies to trucks subject to obligatory third-party liability insurance), as well as against theft, fire, explosion, on the terms specified in the Extract from Terms and Conditions of Insurance Policy, which are attached to the GTC.
2. The Lessee is obliged to:
  - (a) not to use or allow the Leased Items to be used for any purpose that is prohibited or not covered by the terms and conditions of a relevant insurance policy, and not to take or allow any action to be taken, not to omit or to allow any action to be omitted, that could invalidate the coverage insurance or have an adverse effect on it;
  - (b) immediately notify the Lessor of any case of third-party liability or loss or destruction of, or damage to the Leased Item; and
  - (c) comply with any request from the relevant insurer in respect of any claim made or intended to be made under any insurance policy, as specified in the Insurance Conditions.
3. Any insurance proceeds received by the Lessor due to damage to the Leased Item will be used to repair the damaged Leased Item.
4. If, during the term of the Lease Agreement, circumstances or events concerning Lessee's insurance result in an increase in the costs of insurance included in the Rent, the Lessor or LINDE shall have a unilateral right to recalculate and appropriately adjust the Rent. If such an adjustment is made, the Lessor or LINDE shall notify the Lessee thereof without undue delay, and the adjustment will become effective from the Settlement Period beginning immediately after the date of drawing up a relevant Rent Adjustment Notification (unless the notification indicates otherwise). Adjustment of the Rent in the way and according to the terms described in this section of the GTC shall not require an amending annex to the LA to be signed between the Parties.
5. The Lessee shall be liable towards the Lessor for all damages suffered by the Lessor and/or LINDE as a result of Lessee's failure to comply with the terms and conditions, if insurance coverage consistent with the Insurance Conditions is not granted or ceases to be fully effective as a result of the Lessee's failure to comply with the relevant insurer's conditions specified in the Insurance Conditions.
6. The Lessor or LINDE shall have the right to change the insurance company during the term of the Lease Agreement. A change of the insurance company shall not constitute an amendment to the Lease Agreement if it does not affect the amount of the rent and the agreed deductible, and if the insurance scope and conditions are the same or more favorable for the Lessee. The Lessor or LINDE shall immediately notify the Lessee in writing of the change and present current insurance conditions.
7. The Lessee is obliged to read the insurance conditions appended to the GTC and undertakes to comply with all requirements contained therein, on which the payment of compensation by the insurance company depends.

8. Insurance company's refusal to pay compensation for reasons attributable to the Lessee shall give the Lessor the right to charge the Lessee for an amount equivalent to the damage suffered.
9. All risks not covered by the insurance coverage specified in section 1, especially the risk of lost profits, shall be borne by the Lessee, who has the right to take out any additional insurance policy if it considers it necessary.

#### **§ 17. Lessor's liability; Compensation claims against LINDE**

1. The Lessee acknowledges and accepts the fact that the Lessor's liability is limited to its own direct actions and omissions arising from the Lease Agreement (excluding any actions and omissions that take place or are to take place on the side of LINDE) and that all rights and claims regarding contractual or statutory liability for defects, damages, costs and losses incurred by the Lessee in connection with the Leased Items (whether due to delay in delivery, defects or other reasons) or their maintenance and repair, or other services relating to the Leased Items to which the Lessee is entitled in accordance with the provisions of the Lease Agreement (jointly referred to as compensation claims related to the Leased Item, subject to the limitations referred to in the following sections) must be directed by the Lessee to LINDE, and the Lessee waives pursuing its claims against the Lessor. Upon conclusion of the LA, to the extent that the Lessor is entitled to respective Compensation Claims related to the Leased Item against LINDE, the Lessor hereby assigns such claims onto the Lessee, and the Lessee agrees to the relevant takeover of the debt by LINDE.
2. The Lessor's or LINDE's liability arising from or related to the Lease Agreement is limited to cases of willful misconduct and gross negligence on the part of the Lessor and/or LINDE.
3. The Lessee acknowledges and accepts the fact that neither the Lessor nor LINDE will be liable if and to the extent that any damages, costs and losses result directly or indirectly from Lessee's own actions or omissions, as well as for actions of third parties and force majeure events.
4. The Lessee acknowledges and accepts the fact that the Lessor's liability arising from the Lease Agreement and LINDE's liability arising from or related to any Compensation Claims in connection with the Leased Item shall be limited to actual loss and in terms of the amount – to the amount of the leased truck, to which the damage relates, and the Lessor and LINDE shall in no way be liable for any indirect or consequential damages, costs or losses, lost profits, nor shall be liable for any decrease in the production of the Lessee's company.
5. The Lessor shall not be held liable and shall not provide insurance coverage for the forklift truck in respect of damage arising in connection with the use of the forklift truck in a manner inconsistent with applicable regulations, particularly those concerning safety and road traffic, or damages occurring before its putting into operation by Linde's service staff, as confirmed by the acceptance/putting into operation report.

#### **§ 18. Termination of the Lease Agreement**

1. The Lease Agreement may be terminated by the Lessor with immediate effect based on a written notification addressed to the Lessee in the following cases:
  - (a) the Lessee refuses to collect the Leased Item upon delivery
  - (b) the Lessee fails to pay the Rent, even in part, for at least two payment periods, despite a written call for payment and an additional 14-day deadline set to settle the overdue amounts
  - (c) the Lessee fails to pay other liabilities due to the Lessor or LINDE under the Lease Agreement or in connection with it within the deadline specified in the GTC or LA, despite a written call for payment and an additional 14-day deadline set to settle the overdue amounts
  - (d) the Lessee is in breach of any other material provision of the Lease Agreement (in particular, but not limited to, if the Leased Item is neglected or used contrary to the Lease Agreement, or in the event of any actions threatening the Lessor's property rights to the Leased Item, or if the Lessee refuses to provide the Lessor or its representatives with access to the Leased Items in order to inspect them) and fails to remove such breach within 14 days from the date of becoming aware of such breach or receives a notice of such breach from the Lessor
  - (e) the Lessee publishes a notice of the arrangement date or files a restructuring petition.
2. If the Lease Agreement is terminated for any reason indicated in § 18.1 of the GTC, the Lessee undertakes to:
  - (a) immediately stop using all Leased Items held by it and secure them by the time of returning them as specified in subsection (b) below;
  - (b) without undue delay (within 3 days from the date of termination) return the Leased Items to LINDE in accordance with § 19 of the GTC; and
  - (c) immediately pay:
    - i. all amounts due and payable under or in connection with the Lease Agreement which have not yet been settled,
    - ii. the amount of all costs and expenses (including legal fees) incurred by the Lessor as well as any damages and other compensations that will become due to the Lessor in connection with the termination of the Lease Agreement; and
    - iii. contractual damages and penalties in accordance with § 18.3 - § 18.8 of the GTC (if applicable).

3. If the Lessor terminates the Lease Agreement for the reasons referred to in §18.1.(b) and §18.1.(c) of the GTC, the Lessor shall have the right to claim compensation from the Lessee for damage suffered in connection with the early termination of the Lease Agreement pursuant to general rules provided for in the Civil Code.
4. If the Lessor terminates the Lease Agreement for the reasons referred to in §18.1.(a) of the GTC, the Lessee will be obliged to pay the Lessor a contractual penalty in the amount of 100% of the gross Rent for the entire agreed Lease Period.
5. If the Lessor terminates the Lease Agreement for the reasons referred to in §18.1.(d-e) of the GTC, the Lessee will be obliged to pay a contractual penalty to the Lessor in the amount of 100 % of the value of the gross Rent provided for in the Agreement for the period (months) from the date of termination of the Lease Agreement until the end of the Lease Period for which a respective Lease Agreement was concluded.
6. Termination, dissolution or expiry of the Lease Agreement shall be without prejudice to the Lessor's right to claim stipulated contractual penalties for damages as well as reimbursement of costs incurred on repair of damages resulting from improper operation.
7. In the event of a documented loss of or damage to the Leased Item in a way preventing its repair, to the extent that such damage is not covered by the insurance company, the Lessee shall pay compensation for the damage resulting from the loss of the Leased Item to the Lessor. The value of the compensation cannot be lower than the value of the Leased Item as on the date of expiry of the Lease Agreement in accordance with §18.8 of the GTC.
8. The Lease Agreement shall expire without the need to submit any further declarations regarding the Leased Item that has been subject to actual total damage. In such a case, § 18.2(c) of the GTC and 18.3 of the GTC shall apply.
9. The Lessor shall have the right to claim compensation exceeding the amount of the stipulated contractual penalties pursuant to the general rules provided for in the Civil Code.

#### **§ 19. Return of the Leased Items**

1. The Lessee undertakes to return each Leased Item to LINDE, which will take it back on behalf of the Lessor in the place indicated by the Lessor or LINDE no later than 3 business days after the end of the Lease Period relating to the Leased Item, or if the Lease Agreement is terminated in accordance with § 18.1 of the GTC. Receipt of the truck will be confirmed by a PZ return protocol and/or a checklist signed by representatives of both Parties, confirming the technical condition of the truck.
2. The Lessee will cover the costs related to the return of the Leased Items.
3. The Lessee undertakes to return each Leased Item in a clean and good condition, taking into account its age and wear (signs of normal wear and tear are allowed). The Lessee acknowledges and accepts the fact that if the Leased Item is not cleaned or is not in the good condition upon return, then in addition to the Lessee's possible liability that may result from the breach of § 13.3 to 13.6 of the GTC, both the Lessor and LINDE will be entitled to charge the Lessee a renewal fee for cleaning or repairing such Leased Item, estimated at the LINDE's rate per man-hour applicable at the time of return and at the cost of replacing parts in accordance with the LINDE's price list. Such a renewal fee shall become due and payable from the Lessee immediately upon notice by the Lessor or LINDE. The Lessor or LINDE may additionally charge the Lessee for damages identified during an inspection of the condition of the returned Leased Item, which were not recorded in the PZ return report and/or in the checklist if the deterioration in the condition of the Leased Item could be detected only after a technical assessment carried out in the LINDE's workshop.
4. In the event of a delay in the return of the Leased Item, all Lessee's obligations under the Lease Agreement (including, but not limited to, the obligation to secure the Leased Item, keep it clean and in good condition) will continue to apply to such Leased Item until it is returned to LINDE in accordance with this § 19 GTC. In addition to the Rent, the Lessor will have the right to charge a contractual penalty for non-contractual use, in an amount equal to twice the monthly gross rent specified in the LA for each Leased Item, counted proportionally for each commenced day of the non-contractual use.

#### **§ 20. Assignments; Subcontracting and delegating duties**

1. The Lessee may not assign any of its rights or transfer any of its rights and obligations under the Lease Agreement without Lessor's prior written consent expressed in writing under pain of nullity.
2. The Lessor may at any time:
  - (a) assign any of its rights or transfer any of its rights and obligations under the Lease Agreement; and
  - (b) transfer, pledge or otherwise encumber the Leased Items or assign or pledge any of its rights relating to them,

in any case either onto:

  - (i) LINDE
  - or
  - (ii) a bank or other provider of funding for the purpose of refinancing the Leased Items and the Lease Agreement by the Lessor.

Lessee's consent is not required for any assignment, transfer or other disposal of rights and obligations pursuant to § 20.2 of the GTC, and if Lessee's cooperation is required for the lawful transfer of any obligations pursuant to subsection (a) above, the Lessee agrees to provide all necessary consents in the form requested by the Lessor.

3. The Lessor and LINDE may at any time subcontract or delegate any part of the services to which the Lessee is entitled under the Lease Agreement to a third party, to which the Lessee expressly and without reservations agrees, however, the Lessor and LINDE, respectively, will remain liable pursuant to the provisions of the Lease Agreement for the provision of such subcontracted or delegated services to the extent and in the standard agreed in the Agreement.

### **§ 21. Information; Confidentiality**

1. The Parties undertake to ensure confidentiality of information obtained during the negotiations and performance of the Lease Agreement, relating to the activity of the other Party, in particular information constituting a business secret, unless the information is not confidential or the law requires its disclosure, or it needs to be disclosed so that the Lessor would be able to exercise its rights and perform its duties arising from the Lease Agreement. If necessary, the Parties undertake to enter into negotiations in good faith and conclude a non-disclosure agreement.
2. The provisions contained in § 21.1 of the GTC shall not apply to information that:
  - (a) is known to the Party or has been communicated to it without breach of any confidentiality obligation and without any restrictions regarding its use or disclosure;
  - (b) is publicly available information without breach of the Party's obligation of confidentiality;
  - (c) needs to be disclosed based on a demand or request from any competent court or from any governmental, banking, tax or other regulatory or similar authority, pursuant to the rules of any applicable stock exchange or under any applicable law or regulation;
  - (d) needs to be disclosed in connection with or for the purposes of any judicial, arbitration, administrative proceeding or other investigations, procedures, disputes or insurance claims, or for the purposes of such proceedings;
  - (e) has been disclosed to a bank or other entity providing funding to the Lessor in order to refinance the Leased Items and the Lease Agreement;
  - (f) has been disclosed to an affiliated member of a Party's group of companies; or
  - (g) has been disclosed with prior consent of the other Party,

under condition that, in the event of a disclosure pursuant to subsections (e) to (g) above, the Party receiving the information is a professional adviser subject to professional obligations of confidentiality or is a person who has been informed of the confidential nature of such information and undertakes to maintain the confidentiality of any such information disclosed.

### **§ 22. Personal data protection**

1. The Parties declare that contact details of employees and collaborators, representatives of the Parties to the Lease Agreement and other persons whose contact details or data are necessary for the proper performance of the Lease Agreement (hereinafter referred to as "Contact Details"), shared to each other in the Lease Agreement or made available to the other Party in any way during the term of the Lease Agreement, are transferred as part of the Parties' legitimate interest.
2. The Contact Details provided include primarily: name and surname, job position, business email address and business telephone number, and information about the authorizations held.
3. Each Party declares that, as a separate data controller, it will ensure compliance of the processing of personal data being the subject of such disclosure with applicable provisions on the protection of personal data; in particular the requirements of the GDPR.
4. KION Financial Services Polska Sp. z o.o. with its registered office in Warsaw at ul. Płochocińska 59, (03-044) Warsaw, acting the Personal Data Controller, informs that the content of the GDPR privacy notice is available on the website [www.linde-mh.pl](http://www.linde-mh.pl).
5. The Lessee shall inform its representatives about the fact of having transferred their data to KION Financial Services Polska Sp. z o. o., indicating at the same time the location of the content of the privacy notice on the above-mentioned website.

### **§ 23. Digital solutions**

1. Subject to more specific provisions of the LA, the use of software tools for certified delivery and secure access to documents, certified electronic notifications and electronic or digital signatures is a valid and authorized means of transmitting all correspondence and notices under or in connection with the Lease Agreement.

### **§ 24. Force majeure**

1. Should proper performance of the obligations arising from the Lease Agreement by either of the Parties or LINDE be prevented or significantly hindered by any circumstances or events beyond their reasonable control

(such as war, hostilities, terrorist attacks, import/export restrictions, natural disasters, pandemic or similar spread of infection, shortages or delays in energy supplies, failure of utilities, telephone or other communication connections, collective disputes, blockades, fire, flood, large-scale expropriation or destruction of property, loss of data, serious accidents, or shortages or delays in the delivery of products or services provided by subcontractors due to any of the above-mentioned circumstances or events), the occurrence of such circumstances or events should be immediately communicated to the other Party. In such a case, the affected Party (or LINDE, as applicable) will be released from the performance of its obligations to the extent prevented or significantly hindered by the relevant force majeure event and will not be liable for their performance, and the performance of such obligations will be suspended until the cessation of such force majeure event or until it can reasonably be expected that it will no longer prevent or significantly hinder proper performance of the obligations by the affected Party (or LINDE, as applicable).

2. If the suspension of obligations due to force majeure in accordance with § 24.1 of the GTC lasts for a period longer than 30 days, the Parties undertake to enter into negotiations in good faith in order to agree on remedial measures or potential modifications to the Lease Agreement.

#### **§ 25. Amendments to the Agreement**

1. Amendments, additions and other modifications to the Lease Agreement require written form and signatures of the Parties to be valid.
2. The Lessor shall have the right to change these GTC at its own discretion at any time. At the same time, any such changes shall not affect already concluded Lease Agreements. Lease Agreements concluded after the introduction of changes to these GTC shall be governed by the GTC in the wording in force on the date of conclusion of the relevant Lease Agreement.

#### **§ 26. Severability of provisions**

1. In the event of invalidity of any provision of the Lease Agreement, it shall not affect the validity of the remaining provisions, and the Parties shall replace the invalid provision with a valid one.

#### **§ 27. Disputes; Jurisdiction of courts**

1. The Lease Agreement shall in all respects be subject to and interpreted in accordance with the law of the Republic of Poland.
2. Any disputes arising out of or in connection with the Lease Agreement shall be resolved by the court competent for the registered office of the plaintiff or the registered office (place of business) of the defendant, or by the courts in Łódź, at the choice of the party bringing the action.

#### **§ 28. Counteracting money laundering, compliance with laws**

1. The Party entering into an agreement with KION Financial Services Polska Sp. z o. o. undertakes and guarantees to act in such a way so as not to receive or give any fees or bribes, or collect any commissions not resulting from concluded contracts, any extravagant and extensive forms of entertainment or gifts, or other things of value exceeding permissible limits with regard to employees of KION Financial Services Polska Sp. z o.o. and LINDE. The party entering into an agreement with KION Financial Services Polska Sp. z o.o. acknowledges that giving or receiving such payments, gifts, forms of entertainment or other things of value exceeding permissible limits strictly violates the corporate policy of KION Financial Services Polska Sp. z o.o. and may lead to immediate termination of the Lease Agreements without observing the notice period and to claims relating to any resulting damages. The Lessee undertakes to notify KION Financial Services Polska Sp. z o.o. of the occurrence of any such type of solicitation by Lessee's employees.
2. The Lessor underlines that the Lessee is obliged to comply with all generally applicable provisions of law, in particular criminal and public law provisions. In particular, the Lessor condemns all practices related to money laundering, defined as a crime under Article 299 of the Criminal Code, the fight against which is regulated by the Act on Counteracting Money Laundering and Terrorism Financing.