

1. Application

Unless otherwise agreed in writing, these general terms and conditions ("**General Terms and Conditions**") shall be applied in connection with the Lessor's (Toyota Material Handling Sweden Rental AB, org. no. 556289-2769) leasing of trucks and other equipment (hereinafter referred to as "**the Equipment**") to the Lessee (hereinafter referred to as "**the Lessee**"). These General Terms and Conditions, together with any other agreements that are established the Equipment, such as framework agreements and/or lease agreements concerning individual pieces of Equipment (hereinafter referred to as "**the Lease Agreement**") shall collectively be referred to as "**the Agreement**".

2. Ownership rights, etc.

The Equipment may be owned by a bank/finance company ("**the Owner**"), which leases the Equipment to Toyota Material Handling Commercial Finance AB, org. no. 556032-5002, which in turn subleases the Equipment to Toyota Material Handling Sweden Rental AB. Toyota Material Handling Commercial Finance AB or the Owner is entitled to take the place of Toyota Material Handling Sweden Rental AB's position in this Agreement regarding the supply of the Equipment to the Lessee. The Parties undertake not to amend this provision without the prior written consent of Toyota Material Handling Commercial Finance AB and the Owner.

3. Product information

The Lessor's information in any product information and price lists, etc. shall be binding for the Lessee only to the extent that the Agreement explicitly refers to these.

4. Orders

Orders relating to the Equipment made by the Lessee shall only be valid when a Lease Agreement has been signed by the Parties.

5. Delivery

5.1 The Lessor shall inform the Lessee of the approximate delivery time for the Equipment. The Lessee is aware that the delivery time is only an estimate on the part of the Lessor. If the Lessor determines that the delivery will be significantly delayed, the Lessor shall notify the Lessee of this.

5.2 Unless agreed otherwise in writing, the goods are sold with the delivery clause DPU (Delivered at Place Unloaded) in accordance with the Incoterms in force at the time of signing of the agreement. The Lessee shall reimburse the Lessor for its transport costs.

5.3 The Equipment shall fulfil any safety regulations following from the law or those issued by the authorities in connection with delivery.

5.4 The Lessee shall inspect the Equipment in connection with delivery. Any faults or complaints shall be submitted to the Lessor immediately after delivery. If a complaint claim is not submitted, the Lessee (i) shall be presumed to have accepted the Equipment in its delivered state and (ii) shall not have the right to claim that such faults or complaints existed at the time of delivery.

6. Rental Period and Termination

6.1 The Rental Period specified in the respective Lease Agreement shall apply from and including the month after the month in which the Equipment is delivered. Rent shall be paid in accordance with that specified in Article 7.

6.2 The Parties shall be entitled to terminate the Lease Agreement on the last day of the Rental Period; however, notice of the termination must have been received by the other Party no later than six months before the end of the Rental

Period. In other respects, and in accordance with the Rental Period specified in the Lease Agreement, the Lease Agreement shall continue to apply until further notice upon its expiry with a mutual notice period of three months. Termination shall take place via <https://toyota-forklifts.se/avtalsuppsagning> or by e-mail to rental@se.toyota-industries.eu. In the context of these General Terms and Conditions (unless otherwise specified), the term Rental Period refers to both the originally contracted Rental Period specified in an individual Rental Agreement as well as any additional time the Lessee continues to rent the Equipment.

6.3 The provisions of Article 19 shall apply in the case of early termination.

7. Rent and its payment

7.1 The Lessee shall pay the rent specified in the respective Lease Agreement. The specified rent does not include VAT.

7.2 The Lessee shall pay rent from and including the date on which the Equipment is delivered to the Lessee.

7.3 The rent shall be paid monthly on invoice and in advance. Interest on overdue payments shall apply in accordance with the Swedish Interest Act in the case of late payment. The Lessee shall additionally compensate the Lessor for all necessary costs associated with the collection of any overdue rent.

7.4 In addition to the rent specified, the Lessee shall pay all applicable taxes and charges. The Lessee shall also pay any other charges and fees following from legislative requirements or authority decisions, etc. such as environmental charges. Such charges and fees shall also include changes to the design/formulation of the Equipment/Agreement that have been enforced and/or recommended under law or authority decisions, etc.

7.5 If the rent is based on variable interest rates, the Lessor shall be entitled to adjust the rent on the invoice for the month in question.

7.6 40% of the rent shall be index regulated during the Rental Period and shall follow from the labour cost index presented by Statistics Sweden (SCB) for workers in engineering industries SNI 25-30,33. The base index figure for index regulation shall be specified in the respective Lease Agreement. The index amount shall be 20% if only Preventive Maintenance is included.

7.7 The Lessor shall be entitled to adjust the rent in proportion to any change in foreign currency and/or interest rate (Interest Swap Rate 5Y, Bloomberg ticker code SKSW5 Currency) if a change to the value of Swedish currency in relation to a relevant foreign currency occurs or if a change to the Lessor's borrowing cost occurs between the day when the Lease Agreement is signed and the day when the Equipment is delivered. The Lessee shall be entitled to terminate the Lease Agreement in question with a notice period of 30 days if this in connection with delivery leads to an increase in rent exceeding 5% of the agreed rent.

7.8 The Lessee shall not be entitled to withhold or discontinue the payment of rent to the Lessor in connection with any counter demand made against the Lessor concerning the Lessor's obligations under this Agreement.

8. Return

8.1 The Lessee shall return the Equipment to the Lessor by no later than the final working day of the notice period of the Lease Agreement, or by no later than any other date agreed in writing by the Parties beforehand. Unless agreed otherwise in writing, the Lessee shall be responsible for any costs relating to return transport to the Lessor (and any dismantling on the Lessee's premises).

8.2 When the Equipment is returned, this shall be in good condition, taking into consideration ordinary wear and tear during the Rental Period. The Lessor shall be entitled to rectify any damage and/or abnormal wear and tear suffered by the

Equipment during the Rental Period at the Lessee's expense.

8.3 If the Equipment is not returned to the Lessor on time in accordance with point 8.1, then the Lessor shall be entitled to compensation from the Lessee at an amount equal to the Equipment's rent plus a 20% surcharge until the Equipment is returned. If the Lessee determines that Equipment return may or will be late, the Lessee shall notify the Lessor of this immediately.

9. Operation, etc.

The following shall be the obligation and responsibility of the Lessee at his own cost:

- Making the Equipment available to the Lessor so that the Lessor can perform the agreed maintenance and other procedures;
- Ensuring that the Lessor is notified as soon as the Equipment requires corrective maintenance;
- Responsibility for costs incurred by the Lessor in connection with damage affecting the Equipment, including damage resulting from the careless or incorrect use of the Equipment or accidents;
- Responsibility for all costs associated with faults, maintenance and repairs over and above such faults, maintenance or repairs for the which the Lessor is responsible under Articles 13 and 14;
- Providing adequate repair space in connection with the Lessee's premises so that the Lessor can perform maintenance in accordance with regulations issued by the Swedish Work Environment Authority. In connection with a risk assessment, the Lessor shall be entitled to refuse/cancel any maintenance/repairs if there is a risk of incident. If maintenance cannot take place at the Lessee's premises because of the above, the Equipment shall be transported to the nearest workshop at the Lessee's expense;
- Unless specifically agreed otherwise, responsibility for all costs attributable to faults, maintenance and repair of added extra equipment (e.g. scale, radio, monitor);
- Ensuring that the operating hour meter of the Equipment is set correctly and to immediately notify the Lessor of any faults related to the meter;
- Provision of fuel and washer fluid, etc. for the Equipment;
- Unless otherwise specifically agreed, performance of preventive and corrective maintenance for batteries and the procurement of replacement batteries where batteries are not in working order;
- Unless otherwise specifically agreed, replacement of the rubber parts of the wheels (such as drive tracks, drive and support arms and castor wheels and treads) and the replacement of these as required;
- If renting LPG-powered Equipment, the provision and storage gas and gas containers;
- In connection with the hire of sweeping and scrubbing machines, provision of dust filters, brushes and rubber mouldings and any necessary replacement of such materials;
- If renting Equipment intended for public roads, ensuring that the Equipment is registered for such use; and
- If renting Equipment for which inspection is mandatory, ensuring that the inspection is carried out.

10. Care

10.1 The Lessee shall take good care of the Equipment. In particular, the Lessee shall ensure that:

- The Equipment is only handled by personnel with documented theoretical and practical knowledge of safe handling, and who have completed approved operator training provided by the Lessor (where appropriate);
- The control measures specified in the operator instructions for the Equipment are performed at the start of each shift and that the control card for daily inspections is completed in accordance with the Lessor's instructions;
- Daily checks are performed on the level of oil in the engine, the level of coolant in the cooling system, the

level of oil in the hydraulic system and the amount of air pressure in the tyres;

- When leasing battery-operated equipment, maintaining adequate electrolyte levels in batteries and that any maintenance instructions provided by the Lessor for the batteries are followed, and otherwise that the batteries are cared for in the best possible manner; and that
- The Equipment's electrical system (battery cut-out switch) are disconnected when the Equipment is idle for all periods other than being left momentarily.

11. Certain bans, etc.

11.1 Without the express permission of the Lessor, the Lessee may not:

- Use the Equipment in any other way or for any other purpose than that considered normal for the Equipment in question;
- Use the Equipment in a different handling environment than that agreed between the parties;
- Make changes or additions to the Equipment;
- Move the Equipment from the Lessee's premises;
- Allow someone other than the Lessee or his employees to use the Equipment;
- Use or transport the Equipment outside Sweden; or
- Remove plates or decals stating that the Equipment is leased.

11.2 In addition, the Lessee shall not transfer, mortgage or grant the rights to the Equipment to others.

11.3 The Lessor shall be entitled to inspect the Equipment at any time during the Rental Period. The Lessee shall give the Lessor access to the Equipment for this purpose.

12. Contracted operating time

12.1 The number of operating hours in the respective Lease Agreements shall form the basis for the calculation of the rent. The term 'operating hour' refers to the registered time on the Equipment's operating hour meter. So-called effective hours shall apply in the case of machines with a BT label or for electrically-powered Toyota machines.

12.2 The Lessor shall be entitled to receive compensation from the Lessee if the Equipment is used for more operating hours than those specified in the respective Lease Agreements. Such compensation shall be subject to index regulation in full following the index specified in the Lease Agreement. In the event that conditions change during the Rental Period in such a way that the operating hours agreed will be exceeded, the Lessor shall also be entitled to unilaterally increase the rent and reduce the Rental Period to take into account the increased operating hours. This adjustment may also be applied retrospectively. If the Lessor adjusts the rent and/or rental time in such a manner, then the Lessor shall notify the Lessee of such.

13. Lessor's service undertaking

13.1 Service solution selected by the Lessee, etc.

Preventive maintenance performed by the Lessor in accordance with Article 13.2 is included in the rental charge. If special arrangements are contracted between the parties, then corrective maintenance in accordance with Article 13.3 shall also be included in the rent.

13.2 Leases with preventive maintenance

13.2.1 The Lessor shall perform preventive maintenance, which shall cover condition, safety and function checks for the Equipment. The Lessor shall also perform any necessary preventive procedures for the Equipment in the form of lubrication and oil and filter replacements. The labour time and travel costs on the part of the Lessor are included in the rental charge. Costs for spare parts and accessories, such as filters and lubricants, etc., are not included in the rental charge, unless the Lessee has chosen the form 'Preventive Maintenance

Premium'. In such a case, costs (including labour costs) will only accrue for hydraulic oil. The Lessor has the right to invoice the Lessee for costs associated with maintenance performed in accordance with the Lessor's price list valid at that point in time.

13.2.2 If in connection with the preventive maintenance, the Lessor observes that there is a need for further maintenance or additional work, the Lessor shall inform the Lessee of this. The Lessor shall then perform such maintenance or such additional work and the Lessee shall subsequently compensate the Lessor for this work in accordance with the Lessor's applicable price list at the time in question. The Lessor shall also be contacted and shall perform all work if the Equipment requires corrective maintenance between the occasions where the Lessor performs preventive maintenance.

13.3 Leases with complete maintenance

13.3.1 If the Parties have agreed a lease with complete maintenance, the Lessor shall also perform corrective maintenance in addition to preventive maintenance in the case of any functional faults affecting the Equipment. Functional faults shall not refer to faults or damage to the Equipment that have been caused by the Lessee. The Lessor's undertaking shall include troubleshooting, repairs and the provision of spare parts, with the exception of the circumstances specified in Article 9.

13.3.2 The Lessor shall be entitled to choose whether the Equipment is remedied by performing repairs or by replacing defective parts. The procedure shall mean that the Lessor must remedy the Equipment as soon as possible or otherwise within a reasonable period of time in the case of functional faults.

13.3.3 The Lessor shall only provide a replacement machine during the time when repairs are taking place if the Parties have agreed this in writing in accordance with Article 14.

13.3.4 The Lessor's commitment to corrective maintenance shall not apply to damage that the Lessee is responsible for in accordance with the Agreement. The Lessee shall be invoiced for the cost of repairs for such damage in accordance with the Lessor's applicable price list at the time in question.

14. Replacement machinery

14.1 The following shall apply in cases where the Parties have specifically agreed in writing so-called replacement machines for the Equipment. For equipment of the brand BT or Toyota, the Lessor undertakes to:

- Commence any repairs within 24 hours (on working days) after having received a fault notification made by the Lessee in the case of any faults with the Equipment. As a guideline, the fault shall be remedied during the first visit in 9 out of 10 cases; and to
- Provide a replacement machine at the Lessee's expense within a reasonable time at the request of the Lessee if a fault cannot be repaired on the first visit to the Lessee.

14.2 If the Lessor cannot fulfil the commitment above, the Lessor shall repay the rent for the faulty Equipment for the period where the Equipment could not be used by the Lessee.

14.3 Any replacement machine shall correspond to the capacity and specifications of the relevant Equipment as closely as possible. However, any special additives and accessories for the replacement machine shall be provided by the Lessee.

14.4 In other respects, the replacement machine shall be subject to the provisions in the Agreement in the same way as "the Equipment". The Lessor's undertaking regarding a replacement machine does not apply in the event of damage for which the Lessee is responsible according to the Agreement.

15. Performance of maintenance and specific limitations, etc.

15.1 The Lessor shall only be obliged to perform maintenance during the Lessor's normal working hours (weekdays between 7.00 am and 4.00 pm). The Lessee shall be invoiced for any waiting or overtime or other additional costs arising because of the Lessee in accordance with the Lessor's applicable price list at the time in question.

15.2 The Lessor shall not be obliged to repair faults if the Lessor does not have the requisite access to the Equipment.

15.3 The Lessor's obligations in accordance with this maintenance commitment assumes that the Lessee has followed his commitments with respect to operation and care of the Equipment under Articles 9 and 10.

15.4 If the Lessee makes a claim because of a fault and it subsequently proves to be the case that the Lessor is not responsible, the Lessor shall be entitled to compensation for the costs incurred by the Lessor because of the claim.

15.5 Notwithstanding that specified in Articles 5.3, 13 and 14, the Lessor shall have no responsibility for faults with the Equipment.

16. Third-Party damages

The Lessee shall indemnify the Lessor to the extent that the Lessor is held liable to a third party for loss or damage caused by the Equipment to fixed or loose property.

17. Lessor's limitation of liability

17.1 The Lessor's total obligation to provide compensation to the Lessee in accordance with this Agreement shall be limited to an amount corresponding to 20% of the total rent that the Lessee has paid to the Lessor in accordance with this Agreement during the 12-month period immediately preceding the time when the incident (or incidents) that led to the Lessor's liability to pay compensation occurred. Multiple events, claims or damages shall not increase the Lessor's limitation of liability as described above.

17.2 The Lessor shall not be responsible for indirect losses and damages affecting the Lessee.

18. Liability and insurance

18.1 The Lessor shall provide insurance solutions for the Equipment through an insurance company. It shall be specified in the Agreement if the Lessee has taken out such insurance. The Lessee shall undertake to follow the insurance conditions and the Lessor's instructions relating to such insurance policies. The Lessee shall be responsible for any excesses as well as value-added tax.

18.2 If an insurance policy has not been taken out by the Lessee via the Lessor, the Lessee shall ensure that the equipment is fully insured for an amount corresponding to its full value until the Equipment is returned to the Lessor.

18.3 The Lessee shall present a document demonstrating that the Equipment is insured in accordance with the above if the Lessor so requests.

18.4 The Lessee shall be responsible for the full value of the Equipment in the event of loss or damage regardless of whether or not this was his own fault. Loss or damage does not free the Lessee from his obligation to pay rent or from his other obligations as laid out in this Agreement.

18.5 If the Equipment is lost or damaged, the Lessee shall inform the Lessor of this immediately in writing and shall subsequently follow the Lessor's instructions regarding reporting the damage to the insurance company.

19. Early termination

19.1 The Lessee shall be entitled to terminate the Agreement

with immediate effect if the Lessor makes a material breach of the provisions of the Agreement and does not rectify this within 30 days of the Lessee's written request for correction. At such time, the Lessee shall immediately return the Equipment in accordance with the provisions of Article 8.

19.2 The Lessee shall also be entitled to terminate individual or all Lease Agreements with three months' notice before the end of the original Rental Period under the following conditions:

- If the Lessee has only selected preventive maintenance: in return for payment of (along with all overdue rent) compensation corresponding to 100% of the total amount of rent not yet due for the remaining period of the original Rental Period.
- If the Lessee has selected total maintenance: in return for payment of (along with all overdue rent) compensation corresponding to 60% of the total amount of the rent not yet due for the remaining period of the original Rental Period.

19.3 The Lessor is entitled to terminate this Agreement with immediate effect and repossess the Equipment if:

- By not fulfilling the obligations in this Agreement, the Lessee jeopardises the ownership of the Equipment or the value of the Equipment, for example by neglecting the Equipment or by refusing to allow the Lessor to inspect the Equipment;
- The Lessee has failed to pay all or part of the rent due for a period of more than ten working days; or
- The Lessee suspends payments to his creditors, enters liquidation, is declared bankrupt, applies for a composition, applies for or initiates the reorganisation of the company, or if the Lessor otherwise considers that the Lessee is insolvent and that the Lessee will not legally be able to pay his rent.

19.4 The Lessee shall inform Toyota Material Handling Sweden Rental AB without delay of any bankruptcy application submitted, if the company goes bankrupt or the bankruptcy of a subsidiary or customer in possession of the Equipment. The Parties undertake not to amend this provision without the prior written consent of Toyota Material Handling Commercial Finance AB and the Owner.

19.5 The Lessor shall also be entitled to terminate the Agreement with immediate effect and thereby repossess the Equipment if the Lessee commits a material breach of the provisions of the Agreement and fails to rectify this within 30 days of the Lessor's written request for correction.

19.6 If the Lessor terminates the Agreement citing reference to Articles 19.3 or 19.5, the Lessor shall be entitled to receive all rent and charges along with any additional interest on late payments from the Lessee. The Lessor shall also be entitled to compensation from the Lessee corresponding to the total amount of all rent that has not yet fallen due during the remaining Rental Period. If the Lessor can demonstrate that the Lessee's breach of the Agreement has resulted in damages amounting to more than that specified above, the Lessor shall also be entitled to a higher amount of compensation corresponding to the damage. Any and all costs incurred by the Lessor in conjunction with repossession of the Equipment shall be paid by the Lessee.

20. Return Protection

If the Parties have specifically reached an agreement concerning so-called Return Protection, the Lessee shall be entitled to terminate the Agreement in accordance with the following conditions:

If Return Protection is taken out, this shall take effect after half the agreement period has elapsed, but no earlier than after 36 months, unless specifically agreed otherwise.

- The entitlement agreed for the Lessee to return the Equipment shall only apply in the case of material and permanent changes to the Lessee's operations significantly affecting the Lessee's requirement for the Equipment.
- Termination invoking Return Protection shall take place in

- writing and the termination must contain a justification;
- A termination notice period of 6 months applies – and –
- The provisions of Article 8 apply to Equipment return.

21. Optional

If the parties have specifically reached written agreement concerning an 'Option' (only possible for Leases with preventive maintenance), the Lessee shall be entitled to purchase the Equipment subject to the following terms and conditions:

- all rents and charges that have fallen due for payment have been paid in accordance with the agreement
- no later than three (3) months prior to termination of the agreement, the Lessee has notified the Lessor of the designated purchaser and the purchase sum that this purchaser is willing to pay for the Equipment.

The purchase sum shall be paid on receipt of an invoice, and ownership shall transfer to the purchaser upon receipt of the full purchase sum by the Lessor.

22. Grounds for relief

Circumstances which prevent a party from fulfilling the undertaking laid out in the Agreement and over which the party had no control constitute grounds for relief, giving the party the right to the requisite extension of relevant time periods and temporarily relief from consequences laid out in the Agreement. The party shall immediately notify the other party in writing as soon as it determines that there are grounds for relief. As soon as the grounds for relief have ceased, the Party shall once again without delay perform as specified in the Agreement. This provision does not apply to the Lessee's obligation to pay rent in accordance with point 7.

23. Notifications

Notices that can or shall be given in accordance with the Agreement shall be in writing. The Lessee shall inform the Lessor in writing immediately if he changes address.

24. Other

24.1 Amendments to the Agreement shall only be valid if these have been agreed between the Parties in writing.

24.2 All claims the Lessee may have with respect to the Lessor shall lapse following two years of the time when the Equipment is returned to the Lessor unless the Lessee has initiated arbitration procedures prior to this.

24.3 The Lessor shall be entitled either in full or in part to transfer and mortgage his entitlement to the payment of rent from the Lessee in accordance with the Agreement. The Lessee undertakes to fulfil all of his payment obligations to the party to which the Lessor has transferred its right to payment. Such transfers or mortgaging shall generally not limit the Lessor's entitlements with respect to the Lessee.

24.4 Trucks branded Toyota are connected to the internet, and when used, the trucks collect and store data on the way they are used. All such data concerning the use of the trucks ("Truck data") shall be sent to and used by the Lessor. The collection, transfer and processing of Truck Data takes place as part of the Lessor and his affiliated companies' work to continuously improve logistics solutions and for product leasing and servicing offers. The collection, transfer and processing of Truck Data has no negative effect on the Lessee's intellectual property rights and is within the framework of applicable laws, such as the provisions of data protection legislation. A separate licence and service and data processing agreement applies in cases where the Lessee uses the I_Site service.

24.5 The validity of this Agreement shall be conditional on the Lessee being approved by the Lessor in connection with the usual credit checks performed by the Lessor.

25. Disputes

Disputes stemming from the Agreement shall be finally settled through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The Rules for

Simplified Arbitration shall be applied if the amount disputed is less than SEK 1 million, and the arbitration tribunal shall comprise one arbitrator. Ordinary arbitration rules shall be applied if the amount is SEK 1 million or more, and the arbitration tribunal shall comprise three arbitrators. The amount disputed shall include the claimant's claim in the summons to arbitration and the counter claim in the response to the summons to arbitration. The seat of the arbitration procedure shall be in Stockholm. The language of the proceedings shall be Swedish. The dispute shall be subject to Swedish law.