

General Terms and Conditions of Services („Full-Service“ and „Full-Maintenance“) for Handling Equipment of Linde Material Handling Česká republika s. r. o.

1. Basic Provisions

- 1.1. These General Terms and Conditions are an integral part of the concluded Contract for „Full Service“ and „Full Maintenance“ services of handling equipment. A diversion from them is only possible on the basis of an amendment of the relevant provision contained in the Contract on the Provision of Services. The application of provisions §1740 par. 3 and §1751 par. 2 of the Civil Code, which stipulates that the Contract is concluded even if the expressions of will of the contracting parties are not fully agreed, is excluded.
- 1.2. These General Terms and Conditions regulate mutual relationships of the Contracting Parties during maintenance and repairs, and other legal and economic contexts that are related to this.

2. Subject Matter of Services of Handling Equipment

- 2.1. Full service containing maintenance and repairs of the User's handling equipment fleet in accordance with Article 2 in the case of a „Full Service“ Contract, or service containing operational maintenance of the User's handling equipment fleet in accordance with Article 2 in the case of a „Full Maintenance“ Contract. The full service does not include costs of general overhauls of engines of handling equipment nor exchange of engines of handling equipment.
- 2.2. Responsibility for the technical competence of the fleet of handling equipment regarding external audits by state and professionally competent authorities.
- 2.3. Performing all repairs beyond the scope of operational maintenance or full service including spare parts supplies through a Contractor's authorized service and respecting its recommendations. Costs of such repairs are invoiced according to the Works and Spare Parts Price List in common use by the Contractor and updated for each calendar year.

3. Obligations of the User

- 3.1. In order to enable fulfilment of the subject matter of the Contract, the User undertakes to appoint a responsible employee on the date of signature of the Contract, who will be in regular contact with the Contractor's responsible employee for solving operational issues.
- 3.2. In the course of operation of the handling equipment, the User shall provide:
 - a) Supply of the necessary fuels, oil, water and electric energy at his own costs.
 - b) Inspection of oil and cooling water levels and tire pressure.
 - c) Inspection and recharging of the traction battery and check of the electrolyte level in the battery if the technical equipment is powered by a battery.
- 3.3. For the purpose of service provision, the User shall provide to the Contractor:
 - a) Permanent access to the operated equipment in standard working hours.
 - b) Working place appropriately ventilated, lighted and if necessary heated.
 - c) If necessary, he shall provide suitable storage facilities to the extent necessary for storing spare parts and working material.
 - d) He shall provide the Contractor free of charge with supply of electric energy, compressed air and water.
 - e) In the event of a major defect occurrence on the handling equipment, the User shall enable the Contractor's service technicians to use the technical facilities of the User.
 - f) The User shall inform the Contractor's service technicians doing maintenance and repairs of the handling equipment with the fire and safety regulations at the User's plant with respect to the work that these service technicians shall fulfil at the User's premises.
 - g) The User's responsible representative shall monitor compliance with these guidelines, and in a case of their breach, he shall inform the Contractor's responsible representative.

- 3.4. The User shall pay all repair costs of the subject matter of the Contract including prices of spare parts, which are provided by the Contractor beyond the scope of the services agreed in the rates, and which incurred due to an accident, damage, usage of the subject matter of the Contract differently or for other purpose than stated in the Instructions for Use, through omission of daily maintenance and inspection of the equipment.
- 3.5. Costs of such repairs shall be invoiced according to the Works and Spare Parts Price List commonly used by the Contractor. The price list is updated for each calendar year.
- 3.6. In the event that the User does not want to admit his fault for damaging the subject matter of the Contract, the Contractor is entitled to invite an expert to assess the cause and fault for the damage. Both the Contractor and the User undertake to respect the expert's standpoint. The costs of the expert's work shall be paid by the party that the expert decided against.
- 3.7. Regular obligations of the User:
- To inform in writing immediately in the case of defects, damages to trucks, or their accidents according to Article 3.4.
 - To ensure safe use of the handling equipment pursuant to valid legal standards and norms (ČSN) regarding operation of technical equipment, Occupational Health and Safety Regulations and Fire Safety Regulations.
 - To provide training of operators of the handling equipment in accordance with valid legal standards.
 - To ensure daily maintenance of the trucks in accordance with the Instructions for Use (the Czech version of the Instructions for Use is delivered together with the truck) and to ensure the usual care for the equipment, such as cleaning, washing and other works, which fall within the usual obligations of a handling equipment driver.
 - To use for refuelling of handling equipment only the fuel, which is prescribed by the manufacturer in the Instructions for Use, and which meets the requirements of the applicable DIN standard.
 - To contact the Contractor's service technician always at least 50 operating hours before the deadline for operational maintenance, with a request to perform the respective operational maintenance.
 - The User may in exceptional cases, with the Contractor's consent, order new tires, wheels, forks, and traction batteries instead of the worn-out ones during the Contract duration only from a supplier approved by the Contractor. The list of approved suppliers is available on request from the Contractor.
 - In exceptional cases, with the consent of the Contractor, the User may order retrofitting of handling equipment with assistance systems or other equipment only from a supplier approved by the Contractor.
4. Obligations of the Contractor
- 4.1. The Contractor undertakes to ensure the fulfilment of the subject matter of the Contract in accordance with Article 2 of this Contract under the conditions agreed upon in this Contract, and possibly further specified by mutual negotiations with the User. The specification of the conditions shall be done as necessary, and the relevant amendments shall be added to the Contract in the form of written addendums.
- 4.2. To ensure the implementation of system-based planned preventive maintenance without affecting operational mobility in meeting the User's needs. This is based on the assumption that the number of operated trucks is sufficient for the User's handling needs and provides a sufficient reserve for performing service inspections and repairs.
- 4.3. To ensure purchase, storing and initial purchase financing of the necessary spare parts reserve for routine maintenance of all truck types used by the User.
- 4.4. To ensure, against payment, the repairs of handling equipment damaged due to the fault of the User, and repairs beyond the scope of the agreed scope of services.
- 4.5. To keep technical documentation about the work carried out on each piece of handling equipment. In the event of damage to a truck due to the operator's fault, the Contractor shall draw up a record of the damage incurred and pass it to the User.
- 4.6. In the event of a defect, the Contractor shall provide services in the form of the technician's arrival to the site for service intervention:
- if the defect is reported until 10 a.m. on working days, still on the same day, at latest on the next working day.

The responsible employee of the User claims the service request by telephone and then by e-mail according to the specific instructions set out in the Contract.

5. General Provisions

- 5.1. As this Contract creates a tight bond between both contractual parties, both partners have agreed on mutual cooperation and equality of partners. In the event that there is a change in the rules, legal or technical standards that change the operating conditions or set other additional requirements for the safe operation of handling equipment and thus affect the performance and deliveries of the Contractor, or there is an increase in the purchase prices of consumables (oils, filters, etc.) and spare parts, which would mean that the maintenance costs of the trucks and related services do not cover the costs incurred by the Contractor and do not allow for a reasonable profit, the Contractor has the right to request a change in the prices agreed in this Contract.
In such case the Contractor shall prove to the User that the increased costs were not foreseen at the time of Contract conclusion.
- 5.2. The Contractor is not in default towards the User with the provision of service activities or other performance provided on the basis of these conditions, if it was caused by circumstances beyond the Contractor's control. Furthermore, the Contractor is not in default if he cannot fulfil his obligation as a result of the User's delay in fulfilling his contractual obligations, or as a result of circumstances excluding the Contractor's responsibility.
- 5.3. The Contractor undertakes to use for the benefit of the User all facts known to him, such as price discounts, new technical information, ascertained optimisation options etc., and inform the User on all both positive and negative findings known to him.
- 5.4. The Contractor is not responsible for any damage caused by the use of the truck in a different way than stated in the Instructions for Use, further for damage caused by the truck operator's improper handling, by theft, deliberately or by negligence on the part of the User's personnel or by third persons.
- 5.5. The Contractor is not responsible for defects, safe operation and service life of the handling equipment in the event that assistance systems or other devices are installed on the handling equipment by the User or a third party without the consent or participation of the Contractor's authorized service
- 5.6. For the subject matter of the Contract, where the total operating hours exceed, for counterbalance trucks 20,000 operating hours, in case of warehouse equipment 12,500 operating hours, for reach trucks 15,000 operating hours, and for other trucks 12,500 operating hours, the User participates in payment of repair costs in the amount of 50% of the total costs in case of damage to lifting equipment including additional attachments, electromotors, pumps, hydrostatic system, control electronics, steering axle and combustion engine. This provision does not affect the User's obligation to pay monthly financial and service lump sums.
- 5.7. If the User requires that the replacement of the parts subject to operational wear and tear is included in the monthly service lump sums, the following minimal lifetimes are established: full-rubber tires 4,000 operating hours, carrying forks 6,000 operating hours, wheels in case of warehouse technology 3,000 operating hours.
- 5.8. In the case of Contract duration longer than 24 months or of an annual run of the subject matter of services more than 750 operating hours/year, the User is obliged to ensure the statutory training of operators of the handling equipment by a person approved by the Contractor.
- 5.9. In case of ordering the Linde School BASIC service, the contractor will ensure:
 - a) One-time basic training for 2 people per truck.
 - b) The training includes the instructor's travel expenses.
 - c) Part of the training is the issuance of a "Licence to drive the relevant truck".
- 5.10. In the case of ordering the Fleet Management BASIC (Linde connect) service, the Contractor will ensure:
 - a) Activation of the truck in the database connect desk.
 - b) Installation of the current connect software.
 - c) Basic training in the extend of 2 hours.
 - d) Database operation on a hosted server including server backup and maintenance.
 - e) Regular updates of the software on the hosted server.

- f) Management of access accounts on the hosted database.
 - g) Repeated basic training 1x per year for max. 5 people.
- 5.11. In the case of ordering the service Traction battery BASIC the Contractor shall ensure 1x per year:
- a. Diagnostics of the battery including measuring.
 - b. Check of the electric and mechanical state of the battery.
 - c. Complex and caring cleaning of the battery.
 - d. Evaluation of the current state, and possibly a proposal for improvement.
 - e. Service charger BASIC, which includes visual check and cleaning of the charger by air together with cleaning the battery.
- 5.12. In the case of ordering the service Attachments BASIC the contractor shall ensure:
- a. Maintenance of the attachment together with truck maintenance.
 - b. Exchange of worn hydraulic components.
- 5.13. The following is not included in maintenance services:
- a) Costs for operating media supplied by the subtenant in his building (electricity, water, compressed air, etc.).
 - b) The cost of fuel or electrical energy needed to drive handling equipment.
 - c) Costs for repairs of damaged handling equipment demonstrably caused by the User's employees intentionally, negligently or incompetence of the operator.
 - d) Costs for repairs of damaged handling equipment caused by direct long-term biological, chemical, and thermal processes, the costs of removing damage caused as a direct consequence of corrosion, erosion, or oxidation in operations where the handling equipment is used.
 - e) Costs of daily inspection and maintenance according to the Instructions for Use (carried out by the driver), especially the overall inspection of the handling equipment, level of operational fillings, tire condition (wheels, wheels) and battery condition. Also for providing checks and maintenance on traction accumulators, chargers and attachments.
 - f) Costs for changing starter batteries.
 - g) Costs for replacement, repair or maintenance of traction accumulators, chargers.
 - h) Revision of electrical equipment according to ČSN 33 1600 ed. 2.
 - i) Costs of supply and replacement of lighting bulbs, lighting of handling equipment.
 - j) Costs for replacing broken glass of cabin parts.
 - k) Costs for repair of damaged paint.
 - l) Costs for exchange or repair of damaged seat above normal wear and tear.
 - m) Costs of repairs caused by force majeure.
 - n) Repair costs incurred as a result of not performing daily inspection and maintenance according to the Instructions for Use.
 - o) Repair costs incurred as a result of repairs carried out without the Contractor's consent by the User or a third party.
 - p) Costs for exchange of tyres, wheels, balance wheels
 - q) Costs for exchange of forks.
 - r) Costs for exchange, repair or maintenance of attachments.
 - s) Costs for maintenance of heating/air conditioning system beyond the works contained in operational maintenance
6. Payment Conditions
- 6.1. The prices for the maintenance services are invoiced in accordance with the rates stated in the Contract for maintenance services with the invoice due date 14 days from the date of issue.
- 6.2. Service costs will always increase at the beginning of each calendar year depending on the overall rate of inflation in the Czech Republic announced by the Czech Statistical Office.
- 6.3. Other payments for repairs and material not included in the price of the service lump sum, shall be invoiced after delivery with the invoice due date 14 days from the date of issue.

7. Changes to the Contract according to the Annual Use of Operating Hours

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- 7.1. Agreed prices for lease of handling equipment and maintenance services of a specific piece of handling equipment are bound to the lease period and defined annual use of operating hours.
- 7.2. In the event of exceeding the volume of used operating hours by up to 10% of the agreed annual limit of operating hours, the increase of service costs is solved by means of the price for excess operating hours. In the case of an agreed annual billing of operating hours, the maximum number of uncompleted operating hours for billing is limited to 20% of the agreed annual operating hours limit.
- 7.3. In the event of exceeding the annual volume of used operating hours by more than 10%, the Contractor is entitled to adjust the prices according to the real annual volume of used operating hours of the handling equipment:
- monthly lump-sum of service costs
 - length of the duration of the lease of handling equipment
- 7.4. For changes to the contract regarding contract extension, early termination of the contract, change of tenant, change of duration, or change of annual operating hours, a rate adjustment according to the tenant's request, or a change in payment terms, a one-time handling fee of CZK 1,300.00 will be charged. In case of multiple changes at the same time within one contract, the handling fee is charged only once.
8. Insurance of the Operated Handling Equipment
- 8.1. The subject matter of the Contract is insured by the User or leasing company according to Act No. 30/2024 Coll. as amended „On Insurance of Liability for Damage Caused by Vehicle Operation“.
- 8.2. The insurance under machine insurance is provided by the User in the case of ownership of the objects of the Contract, or this insurance is provided by the relevant leasing company in the case of renting the objects of this Contract.
9. Contract Duration and Notice Period
- 9.1. The Service Contract is concluded for the agreed duration 36, 48 or 60 months and begins to be fulfilled on the day the subject matter of the Contract is put into operation. It enters into force on the date of signature by both Contracting Parties.
- 9.2. Any of the Contracting Parties may terminate the Contract only in the case of repeated breach of the Contract by the other Contracting Party. It does not affect the notice periods according to par. 9.3. below. Termination and withdrawal can be done in person and in writing by registered letter or fax. The date of delivery of the notice or withdrawal to the addressee is decisive.
- 9.3. The notice period is in the case of notice pursuant to par. 9. 2. two months and begins to run from the first day following the day of receipt of the notice.
- 9.4. The Contractor is entitled to withdraw from the Service Contract on the day when the User has gone into bankruptcy by course of Act No. 182/2006 of Coll. On Bankruptcy and Methods of Resolving Bankruptcy (Insolvency Law) as amended and/or a petition is filed against the User to open insolvency proceedings, to declare bankruptcy on the User's assets and/or the User proposes permission of a protection period, permission for settlement etc. and/or the court decides to declare bankruptcy on the User's assets or grant debt relief, grant a protection period or approval of discharge from debts or declaration of the User's moratorium and/or the court decides on permission of re-organization, on permission of settlement or rejects the petition for bankruptcy order for the User's assets due to the lack of assets, or rejects the insolvency petition due to the lack of the User's assets. In such case the notice enters into effect at the moment of its delivery to the User or to the respective insolvency administrator.
- 9.5. The Contractor may withdraw from the Contract if the User fails to fulfil any monetary obligation to the Contractor properly and on time at least twice in three consecutive months. The effects of withdrawal from the Contract take effect at the moment when the written withdrawal from the Contract has been delivered to the User.
10. Resolving Disputes
- 10.1. The Czech Legal Order is decisive for legal relations between the Contractor and the User. Relations not expressly regulated by this Contract are governed by the relevant provisions of Act No. 89/2012 Coll., Civil Code.

- 10.2. Disputes between the parties arising in connection with this Contract, shall be resolved by the parties preferentially by agreement.
- 10.3. If the parties do not agree amicably, such a dispute will be decided in arbitration before the Arbitration Court of the Chamber of Commerce of the Czech Republic and the Agrarian Chamber of the Czech Republic in accordance with its rules. The place of arbitration is Prague. The working language is Czech. The decision of the Arbitration Court is final and binding on both parties.

Valid from 1st November 2025

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