

General Terms and Conditions of Sublease of Handling Equipment and Maintenance Services „Full-Service“ and „Full-Maintenance“ 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 the sublease of handling equipment and maintenance services (hereinafter referred to as the "Contract"). A diversion from them is only possible on the basis of an amendment of the relevant provision contained in the Contract. 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 the sublease of handling equipment, its maintenance and repairs, and other legal and economic contexts that are related to this.

2. Subject Matter of Sublease of Handling Equipment

The subject matter of the sublease is:

- 2.1. Lease of handling equipment fleet according to the technical specification mentioned in the Annexes of the Contract that are an integral part of the Contract.
- 2.2. Full service containing maintenance and repairs of the Sublessee's handling equipment fleet in accordance with Article 2.1 in the case of a „Full Service“ Contract, or service containing operating maintenance of the Sublessee's handling equipment fleet in accordance with Article 2.1 in the case of a „Full Maintenance“ Contract. The full service does not include costs of general overhauls of engines of handling equipment.
- 2.3. Performing all repairs beyond the scope of operating maintenance or full service including spare parts supplies through a Sublessor's authorized service and respecting its recommendations. Costs of such repairs are invoiced according to the Works and Spare Parts Price List valid at the time of their execution and updated for each calendar year. The current Works and Spare Parts Price List is available at www.linde-mh.cz.

3. Obligations of the Sublessee

- 3.1. In order to enable fulfilment of the subject matter of the Contract, the Sublessee undertakes on the date of signature of the Contract:
 - a) to appoint a responsible employee, who will be in regular contact with the Sublessor's responsible employee for solving operational issues.
- 3.2. In the course of operation of the handling equipment, the Sublessee shall provide:
 - a) Supply of the necessary fuels, oil, water and electric energy at the Sublessee's own expense.
 - 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 Sublessee shall provide to the Sublessor:
 - 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 Sublessor 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 Sublessee shall enable the Sublessor's service technicians to use the Sublessee's technical facilities.
 - f) The Sublessee shall inform the Sublessor's service technicians doing maintenance and repairs of the handling equipment with the fire and safety regulations at the Sublessee's plant with respect to the work that these service technicians shall fulfil at the Sublessee's premises.
 - g) The Sublessee's responsible representative shall monitor compliance with these guidelines, and in a case of their breach, he shall inform the Sublessor's responsible representative.
- 3.4. The Sublessee shall pay all repair costs of the subject matter of the Contract including prices of spare parts, which are provided by the Sublessor 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, if these damages are not covered by the insurance of the machine in accordance with the General Insurance Conditions and Insurance Contract with the relevant insurance company.
- 3.5. Costs of such repairs shall be invoiced according to the Works and Spare Parts Price List commonly used by the Sublessor. The price list is updated for each calendar year.

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- 3.6. In the event that the Sublessee does not want to admit his fault for damaging the handling equipment, the Sublessor is entitled to invite an expert to assess the cause and fault for the damage. Both the Sublessor and the Sublessee undertake to respect the expert's opinion. The costs associated with his work shall be paid by the party that the expert decided against.
- 3.7. The Sublessee shall reimburse the Sublessor for the costs associated with the transport of the handling equipment to the location specified by the Sublessee and the costs associated with transport after the end of the lease back to the nearest establishment of the Sublessor.
- 3.8. Regular obligations of the Sublessee:
- 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 Sublessor's service call-centre always at least 50 operating hours before the deadline for operational maintenance, with a request to perform the respective operational maintenance. (Tel: 271 078 294 or dispecink@linde-mh.cz).
 - Secure the handling equipment against theft and damage.
 - The Sublessee may in exceptional cases, with the Sublessor's consent, order new tires, wheels and forks instead of the worn-out ones during the Contract duration only from a supplier approved by the Sublessor. The list of approved suppliers is available on request from the Sublessor.
 - In exceptional cases, with the consent of the Sublessor, the Sublessee may order the retrofitting of handling equipment with assistance systems or other equipment only from a supplier approved by the Sublessor.
- 3.9. The Sublessee is obliged to take over the handling equipment within 10 days from the date of receipt of the invitation to take over the handling equipment sent by the Sublessor.
- 3.10. Upon termination of the handling equipment sublease, the Sublessee is obliged to hand over the handling equipment to the Sublessor in a condition corresponding to normal wear and tear according to the guidelines for the operational wear and tear of handling equipment. The cost of repairing missing or damaged parts of handling equipment, demonstrably caused by the Sublessee, will be invoiced within 30 days of takeover of the handling equipment in addition to the service flat rates according to the handover protocol.
4. Obligations of the Sublessor
- 4.1. The Sublessor 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 Sublessee. 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 Sublessee's needs. This is based on the assumption that the number of operated trucks is sufficient for the Sublessee'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 Sublessee.
- 4.4. To ensure, against payment, the repairs of handling equipment damaged due to the fault of the Sublessee, 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 Sublessor shall draw up a record of the damage incurred and pass it to the Sublessee.
- 4.6. In the event of a defect, the Sublessor 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.
5. General Provisions
- 5.1. The selection of types and technical specification of the handling equipment has been processed based on the requirements of the Sublessee.
- 5.2. 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 of an increase in purchase prices of consumer material (oils, filters etc.) and spare parts, meaning that the maintenance costs and related services of handling equipment do not cover the expenses incurred by the Sublessor and do not enable a reasonable profit, the Sublessor has the right to request a change in the prices agreed in this Contract. In such case the Sublessor shall prove to the Sublessee that the increased costs were not foreseen at the time of Contract conclusion.

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- 5.3. The Sublessor is not in default towards the Sublessee in providing service activities or any other performance provided on the basis of these terms and conditions if the delay was caused by circumstances beyond the Sublessor's control. The Sublessor is also not in default if it cannot fulfill its obligation as a result of the Sublessee's delay in fulfilling its contractual obligations, or as a result of circumstances excluding the Sublessor's liability.
- 5.4. The Sublessor undertakes to use for the benefit of the Sublessee all facts known to him, such as price discounts, new technical information, ascertained optimisation options etc., and inform the Sublessee on all both positive and negative findings known to him.
- 5.5. The Sublessor 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 Sublessee's personnel or by third persons.
- 5.6. The Sublessor is not liable for defects, safe operation and service life of the handling equipment if the handling equipment has been installed with assistance systems or other devices by the Sublessee or a third party without the consent or participation of the Sublessor's authorized service.
- 5.7. For the subject matter of the Contract, where the total operating hours exceed, for front trucks 20,000 operating hours, in case of warehouse equipment 12,500 operating hours and for reach trucks 15,000 operating hours, the Sublessee 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, cooling and fuel system, control electronics, steering axle and combustion engine. This provision does not affect the Sublessee's obligation to pay monthly financial and service lump sums.
- 5.8. If the Sublessee 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.
- 5.9. In the case of Contract duration longer than 24 months or an annual run of more than 750 operating hours/year, the Sublessee is obliged to ensure the statutory training of operators of the handling equipment by a person approved by the Sublessor.
- 5.10. 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".
- 5.11. 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.
- 5.12. 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.
- 5.13. 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.
- 5.14. 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.

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- 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.
- 5.15. Risk of damage to the goods passes to the Sublessee in compliance with the Incoterms clause DDP (Delivery Duty Paid).
- 5.16. If the contracting parties have agreed on the basis of the Contract for Sublease of Handling Equipment and Maintenance Services that the provision of the myLinde service by the Sublessor is part of the Sublessor's services, the contracting parties declare that an integral part of the Contract for the Sublease of Handling Equipment and Maintenance Service and these General Terms and Conditions is also a set of documents regulating the conditions for using the myLinde service, which can be found at <https://www.linde-mh.cz/cs/O-spolecnosti-Linde/Ke-stazeni/>, whereas the Sublessee expressly declares that prior to concluding the Contract for the Sublease of Handling Equipment and Maintenance Services he has discussed the conditions of the myLinde service in detail with the Sublessor, and has also become familiar with all documents located at the link <https://www.linde-mh.cz/cs/O-spolecnosti-Linde/Ke-stazeni/> that relate to the myLinde service.
6. Payment Conditions
- 6.1. The prices for the sublease of handling equipment and maintenance services are invoiced in accordance with the rates stated in Annex no. 1 of the Contract with the invoice due date 14 days from the date of issue.
- 6.2. In cases where the current delivery time is longer than 4 months, the following price increase clause is agreed: The Sublessor has the right to increase the purchase price stated in the Contract by the rate of increase of the Industrial Producer Price Index (Erzeugerpreisindex gewerbliche Produkte) No. 61241-0006 for lifting and transport equipment (Hebezeuge und Fördermittel) No. GP09-2822 promulgated by the German Statistical Office (Statistisches Bundesamt Deutschland) (hereinafter referred to as the "Index"), by the ratio of the last known value of the Index before the date of delivery of the goods and the value of the Index on the date of conclusion of the Contract (e.g. If the value of the Index on the date of conclusion of the Contract was 111.40 and the last known value of the Index before the date of delivery of the goods was 117.30 => $117.30/111.40 = 1.053$ => increase in the purchase price of the goods by 5.30%). A change in priced pursuant to this Article does not give the Sublessee the right to withdraw from the Contract or to terminate the Contract.
- 6.3. If there is a change in the 3Y IRS between the date of conclusion of this Contract and the date of handover of the subleased handling equipment, the Sublessor is entitled adequately change the amount of the monthly instalment according to the interest rate on the date of handover of the handling equipment. The 3Y IRS rate amount is published on the ČSOBL website (www.csobleasing.cz)
- 6.4. The Sublessor is entitled to unilaterally increase the service costs in January of each calendar year following the signing of this contract, namely the annual rate of inflation expressed by the increase in the average annual consumer price index, which is published by the Czech Statistical Office, for the past calendar year. If it is not possible to increase service costs by the annual rate of inflation before invoicing for the first month of the calendar year, the Sublessee shall pay the service costs to the Sublessor in the current amount until the increased service costs are invoiced. The difference between the service cost payments paid in the current amount and the increased payments shall be settled by an invoice which the Sublessor is entitled to issue.
- 6.5. Regardless of Article 6.4., if the rate of inflation expressed by the increase in the consumer price index compared to the previous month published by the Czech Statistical Office (hereinafter referred to as the "Monthly Inflation Rate"), will be higher than 5% at any time during the term of this Contract (hereinafter referred to as the "Monthly Inflation Rate Limit"), the Sublessor is entitled to unilaterally increase service costs from the 1st day of the month following the month in which the Monthly Inflation Rate Limit was exceeded, by the given Monthly Inflation Rate. In the event that service fees increase during the calendar year costs according to this article, the Sublessor undertakes to take this increase into account in case of any price increases occur according to the process mentioned in Article 6.4.
- 6.6. 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
- 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.

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- 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.
- 7.3. In the event of exceeding the annual volume of used operating hours by more than 10%, the Sublessor is entitled to invite the Sublessee once a year to a negotiation for the purpose of re-calculation of the Service Contract and adjustment depending on the real annual volume of used operating hours of the handling equipment:
- monthly financial instalment
 - 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, a change of partner 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.
- 7.5. In the event of a change to the Contract regarding a change in the number of pieces of handling equipment, the price of the services will be adjusted by a written addendum to the contract. The changes agreed in the written addendum always come into force on the date of installation of the handling equipment to which the changes relate in the relevant year and month of contract duration.
8. Insurance of the Operated Handling Equipment, Permanent Decommissioning of Handling Equipment in case of Demonstrable Destruction or Theft
- 8.1. The handling equipment is insured according to Act No. 30/2024 Coll. as amended „On Insurance of Liability for Damage Caused by Vehicle Operation“.
- 8.2. Handling equipment is insured under the machinery insurance of the relevant insurance company in accordance with the general insurance conditions of this insurance company and a specified amount of co-payment for insurance events. Furthermore, the solution of harmful events caused on the handling equipment is governed by terms and conditions of the insurance contract concluded between the Sublessor and the relevant insurance company or the Terms and Conditions of handling equipment agreed between the relevant leasing company and the insurance company in the event that the handling equipment is the property of the leasing company.
- 8.3. In the case of recognition of an insured event and provision of insurance benefits to the Sublessor by the insurance company, the Sublessee is obliged to pay a co-payment, or the difference between the repair costs and the insurance coverage provided, if the insurance company does not provide it to the Sublessor in full, based on the invoice issued by the Sublessor.
- 8.4. In the event of demonstrable destruction of handling equipment (based on a written confirmation by the insurer that it is a total accident), for termination of the contract is considered the date of occurrence of the insurance event. In case of theft of the handling equipment, the contract ends on the date of issuance of the resolution of the police that the handling equipment was not found.
- 8.5. In both cases, the Sublessor is entitled to the payment of monthly financial instalments, which include the date of the insurance premium in the case of a total accident event and, in the case of theft, the date of issuance of the resolution.
- 8.6. The Sublessee is also obliged to pay the Sublessor:
- a) co-payment in the amount determined by the relevant insurance company for damage events
 - b) financial settlement, which is determined by the relevant leasing company to the Sublessor - leasing tenant as payment for all damages and claims in the event of early termination of the Contract due to permanent decommissioning of the handling equipment.
- 8.7. The Sublessee is obliged to provide the Sublessor with all cooperation, including timely reporting of the damage event and to supply him with all documents according to his instructions needed to report the damage event to the relevant insurance company.
- 8.8. One month before the regular termination date of the contract, the Sublessee is obliged to have the handling equipment inspected and to report any damage that can be claimed as an insured event. If the inspection and reporting deadline according to the previous sentence is not met, it will no longer be possible to report the damage as an insured event due to the change in the insurance company and the conditions of the machinery insurance.
- 8.9. In the event that the Sublessee violates the obligations specified in paragraph 8.7. and will make it impossible for the insurance company to provide insurance benefits to the Sublessor for costs incurred to eliminate the damage caused to the handling equipment, or will make it impossible to claim insurance benefits from the insurance liability for damage caused by the operation of the vehicle on another's property, to health or death, the Sublessor is entitled to demand from the Sublessee reimbursement of the costs for the repair of the handling equipment in full or compensation for damages, which the insurance company will claim as part of the recourse proceedings against the Sublessor of the handling equipment as the insured.
- 8.10. According to the provisions of § 2820 of Act No. 89/2012 Coll., Civil Code, the insurer (relevant insurance company) has the right to demand from the guilty party in recourse proceedings compensation for the provided insurance benefits to the insured, i.e. the Sublessor.
- 8.11. The Sublessee will recommend its employees to take out liability insurance for damages caused in the course of their work.
- 8.12. Reporting of the insured event to the Sublessor must be made no later than 3 working days from the date of occurrence of the insured event.

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9. Contract Duration and Notice Period

- 9.1. The Contract is concluded for the agreed duration and begins to be fulfilled on the day the handling equipment 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. The notice period in this case is 6 months and begins on the first day of the month following receipt of the notice. It does not affect the notice periods according to par. 9.3. below.
- 9.3. The Sublessor may withdraw from the Contract if the Sublessee is in arrears with the fulfilment of his obligations under the Contract, in particular with any monetary payment by more than 7 days from the due date of the relevant payment or by taking over the handling equipment by more than 7 days from the date of expiry of the deadline for taking over the handling equipment according to Article 3.9. without the Sublessor's fault. If the Sublessee is in arrears with any monetary payment by more than 7 days from its due date or in arrears with taking over the handling equipment by more than 7 days from the date of expiry of the deadline for taking over the handling equipment according to Article 3.9. without the Sublessor's fault, it is a material breach of Contract by the Sublessee.
- 9.4. The Sublessor is entitled to withdraw from the Service Contract on the day when the Sublessee 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 Sublessee to open insolvency proceedings, to declare bankruptcy on the Sublessee's assets and/or the Sublessee proposes permission of a protection period, permission for settlement etc. and/or the court decides to declare bankruptcy on the Sublessee's assets or grant debt relief, grant a protection period or approval of discharge from debts or declaration of the Sublessee'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 Sublessee's assets due to the lack of assets, or rejects the insolvency petition due to the lack of the Sublessee's assets. In such case the notice enters into effect at the moment of its delivery to the Sublessee or to the respective insolvency administrator. The right to withdraw from the contract according to this provision can be made by the owner of the handling equipment in the name of the Sublessor.
- 9.5. Immediately after the termination of the contractual relationship or at a time other than that specified by the Sublessor, the Sublessee is obliged to handover the handling equipment at the agreed location of the "truck location" to the Sublessor. The sub-lessee is obliged to release the handling equipment immediately after the contract is terminated, or at another date and time specified by the Sublessor. For the period from the moment of termination of the contract to the time of return of the handling equipment, the Sublessee may not use the handling equipment, he is expressly obliged to properly care for and manage it for the Sublessor and to prevent anything that would prevent the timely handing over of the handling equipment to the Sublessor.
- 9.6. Termination and withdrawal can be done in person and in writing by registered letter. The date of delivery of the notice or withdrawal to the addressee is decisive.
- 9.7. The Sublessee expressly grants this Sublessor the right to enter for the purpose of taking over the handling equipment at the place agreed as "truck location" and to any other premises used by the Sublessee as an owner, tenant, subtenant or similar relationship.
- 9.8. The Sublessor is entitled to authorize in writing a third person to take over the handling equipment, who in such case is authorized to take over the equipment on behalf of the Sublessor and, for this purpose, enter the premises used by the Sublessee.
- 9.9. The Sublessee acknowledges that at the time the limit for handing over the handling equipment in accordance with the previous paragraphs expires, he is in delay in fulfilling his obligation to hand over the handling equipment to the Sublessor.
- 9.10. The transportation of the handling equipment back to the Sublessor shall be ensured by the Sublessee at his own expense.

10. Agreement on contractual penalty

- 10.1. In the event of any violation of any of the provisions of the Contract, the Sublessee undertakes to pay the Sublessor a contractual fine of CZK 5,000 for each such individual violation.
- 10.2. In the event of a substantial breach of the Contract within the meaning of Article 9.3, i.e. the Sublessee is in arrears with any monetary payment by more than 7 days from the due date of the relevant payment or is in arrears with taking over the handling equipment by more than 7 days from the date of expiry of the deadline for taking over the handling equipment according to Article 3.9 without the Sublessor's fault, the Sublessor is entitled to demand a contractual penalty from the Sublessee according to the following calculation:
 - costs associated with financing the sublease of the terminated piece of handling equipment according to table No. 1 x the number of months remaining until the contract expires.
- 10.3. By agreeing on a contractual penalty according to Article 10.1. and 10.2. the Sublessor's right to compensation for damages (property and non-property) incurred to the Sublessor as a result of the Sublessee's breach of obligations, which is subject to a contractual penalty, is not affected or limited.

11. Special provisions

- 11.1. The owner of the handling equipment is the leasing company, which depreciates the handling equipment in accordance with Act No. 586/1992 Coll. On Income Taxes, as amended. The Sublessor hereby declares that he is authorized to sublease the handling equipment.
- 11.2. The Sublessee may use handling equipment only in the place specified in the Contract, unless otherwise agreed, and only for the purposes for which it is intended. He is not authorized to lend the handling equipment to a third party.

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11.3. The Sublessee may not mortgage the handling equipment or hand it over as security. He must inform the Sublessor immediately about execution, confiscation, or other measures of third parties. The cost of removing these measures is borne by the Sublessee.

12. Resolving Disputes

12.1. The Czech Legal Order is decisive for legal relations between the Sublessor and the Sublessee.

12.2. Disputes between the parties arising in connection with this Contract, shall be resolved by the parties preferentially by agreement.

12.3. Any disputes, disagreements or disputed claims arising from the Contract or arising in connection with the Contract shall be resolved by the contracting parties primarily amicably and by mutual negotiations. In the event that the parties do not reach an amicable solution to resolve any dispute arising from the Contract between the contracting parties, the procedure is in accordance with § 89a of Act No. 99/1963 Coll., Civil Procedure Code, by the locally competent general court of the Sublessor.

Valid from 1st November 2025

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