

Terms of use LMH Telematics

Linde Material Handling GmbH, Carl-von-Linde-Platz, 63743 Aschaffenburg (**LMH**) offers digital Services under the name "Telematics". These include product-related digital Services which are provided within the scope of the use of LMH products equipped with a telematics unit (so-called **TU**) by the respective owner of the product, who is an entrepreneur in the sense of § 14 BGB (**Partner**), can be made use of (**Service**). The following regulations are considered as agreed upon:

1. Scope

These conditions govern the general rights and obligations of the Partner and LMH for products equipped with a TU. For other digital products and Services of LMH, separate terms of use and privacy notices apply in each case accordingly. This also applies to other digital products and services, which require the availability of mobile online services for the respective product. For the product itself and its equipment, the conditions of the product order (purchase, leasing or rental contract) apply exclusively. The same applies if additional product equipment is required to use certain services.

2. Connectivity

Every product equipped with a TU sends product data from the areas of Service, product configuration and product condition (**Data**) to the supplier. These Data are necessary for commissioning, maintenance of operation, provision of Services, and the use of software and hardware solutions that can be booked separately and represent a legitimate interest of LMH.

3. Availability

LMH undertakes all reasonable measures to provide end-to-end connectivity. The availability can be restricted or suspended if unavoidable, temporary disturbances, interruptions or a reduction of the performance (speed) of the Service occur due to force majeure (e.g. warlike conflicts, storms, industrial action), the special conditions of the place of operation (mining, radio blackout) or due to the execution of necessary maintenance, repair or other measures on the technical equipment of LMH or on the technical equipment of third parties that provide data, contents, information or transmission capacities.

4. Data security

By implementing adequate and state-of-the-art technical and organizational measures LMH aims to prevent interventions by unauthorized third parties, for example in the form of attacks on the TU, the data connection or the IT landscape of LMH. Depending on the individual case, this can lead to disturbances in the data transmission of individual products of the Partner.

In this respect, the Partner is obliged to report disturbances or irregularities immediately in order to guarantee security. Any use of the Service by the Partner that violates the above regulations and which, in the discretion of LMH, directly threatens the security, integrity or availability of the Service, entitles LMH to suspend the provision of the Service with immediate effect. Under these circumstances, LMH will in any

case make economically reasonable efforts to give the Partner the opportunity to remedy this violation or threat before such a suspension.

5. Use of Data

The exclusive right of use for non-personal data obtained within the framework is entitled to LMH, even if the payment obligations are fulfilled wholly. LMH is free to transfer the non-exclusive right to use the Data to the Partner or third parties named by the Partner, especially its customers, within the framework of the authorizations of its respective user role (main user, co-user, guest user). The Partner is not permitted to commercially distribute the Data obtained to third parties. If the Data is used as part of a limited software solution (subscription), the right of use shall only exist until the expiry of the agreed term.

As far as the granted right of use refers to software, the right of use only extends to the use of the object code. Any processing of the software as well as any retranslation of the object code into the source code (decompilation) is not permitted except for cases expressly permitted by law.

When the product is handed over to a third-party, Partner is obligated to inform those third parties about the active data transfer and that the Partner or LMH might obtain access to information about the product and thus (indirectly) about the third party (usage behaviour, location, etc.). As soon as and to the extent that the use of software or the connection with databases makes it possible to relate the Data to a person, the legal obligations of the data processor are fulfilled by the disclosure of the respective data protection information.

6. Data protection

Insofar as the aforementioned Data allow conclusions to be drawn about an identifiable natural person (**Personal data**), the principles set out in the "Annex Data Protection Telematics unit" apply.

7. Responsibility / liability

LMH has no knowledge of the legal and factual relationships of the third parties to the product or the authorization and assignment of user roles of these. Damages resulting from this or other violations of protective laws are not the responsibility of LMH.

Otherwise, the liability of LMH for damages caused by slight negligence is limited to the violation of essential contractual obligations. Furthermore, this liability is limited to the typical damage foreseeable at the conclusion of the contract.

In case of malicious concealment of a defect, in case of assumption of a guarantee, and according to the German Product Liability Act (ProdHaftG), LMH is liable without limitation. The aforementioned limitations of liability also do not apply in the case of injury to life, body or health.

The personal liability of the legal representatives, vicarious agents and employees of LMH for damages caused by them through slight negligence is also excluded to the aforementioned extent.

8. Term



This agreement ends with the contractual term, stated in the leasing or rental agreement or when selling the product. In this respect, the Partner is obliged to point out the connectivity function when selling the product to third parties.

9. Miscellaneous

Exclusive place of jurisdiction for all claims arising from and in connection with the contract is Aschaffenburg. The law of the Federal Republic of Germany shall apply exclusively to all disputes arising from or in connection with the contract; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

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Annex: Data protection telematics unit (TU)

As a data processor, Linde Material Handling GmbH (LMH) observes the security of your personal data. With the following, we inform you about the type and scope of data processing and about your rights as a data subject.

1. Data processor and contact options

Responsible for data processing is Linde Material Handling GmbH, Carl-von-Linde-Platz, 63743 Aschaffenburg.

If you have any questions regarding data protection, please contact our data protection officer at dataprotection@kiongroup.com

2. Type and scope of data processing

From the moment the TU is put into operation, data is sent to our server and stored there and processed for various purposes. In the following we inform you about the type and scope of data collection and the purposes of data processing:

2.1 Technical data (Master Data)

The following Master Data is processed by us for the purpose of service provision:

- Serial number
- KCU Security Code
- Country code
- Hardware version
- Software version

This enables us to identify the product and detect possible defects or to control the service status. Without this data the operation of the product is not possible. The legal basis for data processing is our legitimate interest in providing contractual services, Art. 6 Para. 1 lit f) GDPR.

2.2 Basic event data

Basic event data is data collected during the operation of the product. This data, that is requested hourly, is required for the provision of Services. These are for example:

- Operating hours
- Error codes

The creation of a user profile is not possible with this data. The legal basis for data processing is our legitimate interest in providing contractual services, Art. 6 Para. 1 lit f) GDPR.

2.3 optional: Event data

Further

Event Data (e.g. login/logout; preop check; shock; lock_unlock; shock reduction; ECG data)

are only required for the provision of additionally subscribable services. These data will not be processed without a separate booking of the service or your separate consent. Service data are necessary for the creation of driving profiles, which can be used in the context of software for fleet management separately available.

The legal basis for data processing is our legitimate interest in providing contractual services, Art. 6 Para. 1 lit f) GDPR, or your consent to data processing, Art. 6 Para. 1 lit a) GDPR.

2.4 optional: THM Data

LMH offers the Truck Health Management functionality (**THM**) as a separate service. THM allows the condition monitoring of the vehicle and enables the maintenance and product improvement.

When the THM is activated, the following categories of personal data are collected in addition to the data specified in sections 2.1 and 2.2 of this Privacy Policy Telematic:

Technical data of the vehicle (e.g. temperature and filling level of operating fluids, sensor technology hydraulics for condition monitoring).

The combination of the aforementioned data enables LMH to identify the product and detect possible defects, or to inquire about the service status. Without these data, the fulfilment of the THM service is not possible.

These data are required for performance of the subscribed service and are regularly requested.

The legal basis for data processing is our legitimate interest in providing contractual services, Art. 6 Para. 1 lit f) GDPR.

2.5 Anonymization and use for analysis purposes

We reserve the right to anonymize stored personal data according to the state of the art, i.e. to remove the personal reference and to process this data for statistical and analysis purposes. The legal basis for data processing is our legitimate interest in improving our products and services, Art. 6 Para. 1 lit f) GDPR.

2.6 Legal action

It may be necessary to use your personal information to process and resolve legal disputes, for governmental investigations and compliance, to enforce our claims or to comply with lawful requests from law enforcement or administrative authorities.

2.7 Data transmission

If it is necessary for the fulfilment of a contract, if we or the receiving party have a legitimate interest in the transfer of data or if you have given your consent to the transfer, we may transfer your personal data to other responsible parties. The legal basis for such a transfer is found in section 1. Third parties can also be other companies of the LMH Group as well as affiliated companies. In addition, your personal data may also

be transferred to other responsible parties if we are obliged to do so by law or by an enforceable official or court order.

When transmitting personal data to third parties, we have selected these recipients with the utmost care and monitor them regularly, particularly with regard to the careful handling and protection of the data stored by them. All recipients are obliged by us to maintain confidentiality and to comply with legal requirements.

Under these conditions, service providers, especially those on whom we depend for the provision of communication or marketing services, may be recipients of your Personal Data.

As the case may be, these third parties may be established outside the EEA. If this is the case, we will ensure the appropriate standard of data protection before transmission by means of contractual measures (e.g. on the basis of so-called EU standard contractual clauses of the European Union with the recipient) or by obtaining your consent to the transmission.

2.8 Storage and deletion

We are free to store your personal data for the period of time for which we have a legitimate purpose. Legitimate purposes in this respect are listed in the relevant sections. In general, we will delete your personal data, with the exception of those data that we are obliged to keep for legal reasons. Instead of deletion, the data may also be made anonymous, in accordance with the principles set out in [2.5](#).

3. Data security

Our employees and the service companies commissioned by us are obliged to maintain secrecy and to comply with the provisions of the applicable data protection laws.

We take all necessary technical and organizational measures to ensure adequate protection and to protect your data managed by us, against the risks of accidental or unlawful destruction, manipulation, loss, alteration or unauthorized disclosure or access. In particular, personal data is pseudonymized. Our security measures are continuously improved in line with technological developments.

4. Your rights

To assert your rights, please use the information in the section "Data processor and contact details" (see point 1). Please ensure that it is possible for us to uniquely identify you. We reserve the right to demand sufficient proof of identification of your status as a data subject on the legal basis of Art. 12 (6) and Art. 6 (1) lit. c) GDPR.

4.1 Right to information and disclosure:

You have the right to obtain from us information about the processing of your data. To this end, you can exercise a right of access to the personal data we process about you.

4.2 Right of rectification and deletion: You have the right of rectification and deletion:

You can demand that we correct incorrect data and - if the legal requirements are met - supplement or delete your data.

This does not apply to data that is required for billing or accounting purposes or that is subject to the statutory retention obligation. If access to this data is not required, the processing of this data will be restricted (see below).

4.3 Restriction of processing:

You may request us to restrict the processing of your data, provided the legal requirements are met.

4.4 Transferability of the data:

You also have the right to have data that you have made available to us transferred in structured, conventional and machine-readable form or, insofar as this is technically possible, to demand that the data be transferred to a third party.

4.5 Right of objection

If your personal data are processed by LMH on the basis of an overriding legitimate interest, you have the right to object to this processing at any time for reasons arising from your particular situation. Unless we can prove compelling reasons worthy of protection for further processing, we will stop processing the aforementioned data.

4.6 Right of revocation

If you have given us your consent to process your data, you can revoke this consent at any time with effect for the future. Please note that the legality of the processing of your data remains unaffected until revoked.

4.7 Right to complain to the supervisory authority

You have the right to lodge a complaint with a data protection supervisory authority. To do so, you can contact the data protection authority responsible for your state of residence or the data protection authority responsible for our Group.

5. Amendments to this Privacy Policy

We reserve the right to change our security and data protection measures if this becomes necessary due to technical developments. In these cases we will also adapt our data protection declaration accordingly. Therefore, please note the current version of our data protection declaration.

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