

Through this certificate we guarantee the absence of material or manufacturing defaults in the batteries sold according to the standards and parameters stipulated by the legislation in place and the terms of this warranty certificate.

Guarantee for Jungheinrich Lithium-Ion batteries

Jungheinrich Romania SRL (hereinafter referred to as "Jungheinrich"), with registered office in Ploiesti, Colinii Street, no. 47, zip code 100351, Prahova county, grants the following warranty for Lithium-Ion batteries, with the exception of those in article 1.1.2, sold by Jungheinrich and/or Jungheinrich authorised distributors:

1. WARRANTY CONDITIONS

1.1. AREA OF COVERAGE

1.1.1. This warranty covers all Jungheinrich brand Lithium-Ion batteries (24-80V) (hereinafter referred to as "batteries"), shipped by Jungheinrich or a Jungheinrich authorised distributor under any order placed after 1 September 2021 inclusive, located in Romania at the time of the occurrence of the fault and the warranty service.

1.1.2. The warranty does not cover batteries for EJE M or EJC M type trucks or Ameise brand products.

1.1.3. The rights under the warranty shall vest in the owner of the battery at the time of the occurrence of the defect or in the party authorised by the owner to make claims within the warranty period (hereinafter referred to as the "Warranty Holder").

1.2. WARRANTY PERIOD

1.2.1. The warranty shall apply for a period of eight (8) years from the time of receipt of the original Battery by the first purchaser (hereinafter referred to as the "Warranty Period"). The scope of rights and obligations during the Warranty Period is subject to the conditions specified in this document.

1.2.2. The performance of any repairs during the Warranty Period shall not extend the Warranty Period. These remedies do not suspend and do not make the Warranty Period start again.

1.3. EVENTS COVERED BY THE WARRANTY

1.3.1. A Warranty Event shall be deemed to have occurred if the Battery fails to reach the values specified in the Product Data Sheet during the Warranty Period or when the actual capacity of the Battery falls below 65% of the rated capacity (hereinafter referred to as "Warranty Failure" or "Event"). However, no warranty failure will be deemed to have occurred if the actual capacity of the battery is at least 65% of its rated capacity.

1.3.2. The rated capacity of a Battery is the capacity specified on the nameplate of the Battery.

1.3.3. The actual capacity of the Battery is the value measured by Jungheinrich together with the Warranty Holder at an ambient temperature between 20°C and 30°C, using instruments calibrated for a discharge rate of not more than 0.2°C (i.e. complete discharge of the Battery in 5 hours).

1.4. WARRANTY SERVICE

1.4.1. In the event of a Warranty Failure, Jungheinrich will - at its option - repair the Battery in question or replace it with a battery that is at least equivalent to the original Battery ("Warranty Service"). The place of performance of the Warranty Services shall be the place of use of the Battery for its intended purpose in Romania at the time of the occurrence of the Warranty Defect.

1.4.2. If the Warranty Failure occurs within the first three (3) years of the Warranty Period, up to 6,000 operating hours of the Equipment on which the Battery is installed, Jungheinrich shall bear all expenses and costs related to the Warranty Services, including the cost of materials and labour, as well as travel expenses of Jungheinrich personnel.

1.4.3. If the warranty failure occurs during the warranty period and Jungheinrich is not required to bear all expenses and costs in accordance with section 1.4.2. above, Jungheinrich will only bear part of the cost of materials in connection with the warranty service (as per the table below).

Warranty years	Truck operating hours [h]	
	0 - 6.000	6.000 < h ≤ 12.000
Year 0-3	All the expenses and costs in accordance with section 1.4.2.	40%
Year 4-8	50%	30%

Jungheinrich takes the following criteria into account when determining the share of the cost of materials to be borne by Jungheinrich:

- the age of the Battery at the time of the Warranty Event
- the number of operating hours of the equipment on which the Battery is installed (hereinafter referred to as "truck operating hours"), as reflected by the truck's meter
- average battery usage per day of operation in the week preceding the measurement performed by Jungheinrich for the purpose of remedying the Warranty Event.

If Jungheinrich does not bear the cost of the Warranty Service, the Warranty Holder will pay the cost of the service based on the repair estimate.

1.4.4. Jungheinrich shall not be liable for repairs other than those covered by the warranty.

1.5. CONDITIONS FOR GRANTING THE GUARANTEE

1.5.1. Without prejudice to the other conditions, Jungheinrich shall be obliged to carry out warranty repairs in accordance with section 1.4.2. for a period of 3 years or a maximum of 6,000 operating hours of the equipment on which the battery is installed, whichever is the sooner.

1.5.2. Notwithstanding any other conditions, Jungheinrich shall be obliged to carry out warranty repairs in accordance with section 1.4.3. for a period of 8 years or a maximum of 12,000 operating hours of the equipment on which the battery is installed, whichever is the first condition met.

1.5.3. Notwithstanding the other conditions, Jungheinrich shall only be obliged to perform warranty repairs in accordance with section 1.4.4 in cases where a service contract (including Battery service) is in force without interruption from the time of the start of the Warranty Period until the time of the occurrence of the Warranty Event.

1.5.4. If the Battery is occasionally operated in a temperature-controlled environment (cold store or freezer) during the Warranty Period, Jungheinrich shall only be obliged to provide warranty remedies in accordance with Section 1.4 if such temperature is explicitly approved by Jungheinrich in the operating instructions or if the "cold store" option has been provided.

2. LIMITATION OF LIABILITY

Jungheinrich shall be released from any obligation to provide a warranty in the event of an Event if its occurrence can be attributed to one of the following causes:

- improper transportation, storage, installation, operation or electrical connection of the Battery by the Customer;
- alterations, removal, repair or replacement of the Battery by persons other than Jungheinrich certified employees;
- failure to comply with the operating instructions;
- use of a charging device not approved by Jungheinrich;
- external influences, including unusual physical or electrical loads (power surges, lightning, floods, fires, accidents, etc.);
- if the operating, charging or storage temperature of the batteries has deviated from the range specified in the operating instructions more than once during the twelve (12) months immediately preceding the occurrence of the warranty event
- if the daily battery usage rate of not more than 200% of rated capacity has been exceeded more than once within a four (4) week period.

3. WARRANTY PROCEDURE

3.1. If the circumstances of the Event are clear to the Warranty Holder, the Warranty Holder must notify Jungheinrich of its warranty claim in writing (e.g. mail, e-mail) within two (2) months of the occurrence of the Event. If the circumstances in which the event occurred are unclear or unknown to the warranty holder, the warranty holder must notify Jungheinrich of his warranty claim in writing (e.g. by post, e-mail) within two (2) months of the warranty holder first becoming aware of the occurrence of the event.

3.2 If the Warranty Holder makes a claim against Jungheinrich under the Warranty and the inspection of the Battery in question shows that there is no Event or that Jungheinrich is not obliged to provide Warranty Services for any of the reasons specified in Section 2, Jungheinrich may require the Warranty Holder to pay a one-off service fee of EUR 250 (excluding VAT), unless otherwise agreed in a service contract concluded between the Warranty Holder and Jungheinrich. This will not apply if Jungheinrich's obligation to provide Warranty Services does not exist for any of the reasons contained in Section 2.

4. APPLICABLE LAW. JURISDICTION

4.1. This Warranty shall be governed by and construed in accordance with the laws of Romania.

4.2. The competent courts of Romania shall have exclusive jurisdiction over any disputes arising out of or in connection with the Guarantee or the Guarantee Services.