

Guarantee on Jungheinrich Lithium-Ion Batteries

Jungheinrich Lift Truck Limited (hereinafter referred to as “**Jungheinrich**”), located at J5 Maynooth Business Campus, Maynooth, W23 AT81, Co Kildare, Ireland extends the following guarantee on certain lithium-ion batteries marketed by Jungheinrich and/or authorized Jungheinrich distributors:

1. GUARANTEE CONDITIONS

1.1. APPLICATION

1.1.1. This guarantee covers

- all Jungheinrich brand lithium-ion batteries (24–80V) (hereinafter referred to as the “**Batteries**”);
- shipped by Jungheinrich or an authorized Jungheinrich distributor under any order placed on or after 1 September 2021; and
- located in Ireland & Northern Ireland at the time of the occurrence of the guarantee event and performance of the guarantee service.

1.1.2. The guarantee does not cover batteries of type EJE M or EJC M vehicles or Ameise brand products.

1.1.3. The rights and remedies arising from the guarantee will accrue to the owner of the Battery at the time of occurrence of the guarantee event or the party authorized by the owner to bring claims under the guarantee (hereinafter referred to as the “**Guarantee Holder**”).

1.2. GUARANTEE PERIOD

1.2.1. The guarantee will apply for a period of eight (8) years from the date of delivery of the original Battery to the first purchaser by Jungheinrich or an authorized Jungheinrich distributor (hereinafter referred to as the “**Guarantee Period**”). The scope of the rights and remedies may be reduced in the course of the Guarantee Period as specified in these guarantee conditions.

1.2.2. The performance of guarantee services by Jungheinrich under this guarantee will not affect the Guarantee Period. In particular, the performance of guarantee services will not suspend or cause the Guarantee Period to commence anew.

1.3. GUARANTEE EVENTS

1.3.1. A guarantee event will be deemed to have occurred if the Battery fails to achieve the values specified in the corresponding product data sheet within the Guarantee Period or the actual Battery capacity falls below 65% of the nominal capacity (hereinafter referred to as a “**Guarantee Event**”). However, no Guarantee Event will be deemed to have occurred if the actual Battery capacity is at least 65% of its nominal capacity.

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

1.3.3. The actual Battery capacity is the value measured by Jungheinrich in alignment with the Guarantee Holder at an ambient temperature of between 20°C and 30°C using

calibrated instrumentation for a discharge rate of no more than 0.2 C (i.e., complete discharge of the Battery within 5 hours).

1.4. GUARANTEE SERVICE

1.4.1. In the event of a Guarantee Event, Jungheinrich will – at its sole discretion – repair the respective Battery or replace it with a battery that is at least the equivalent of the original battery (“**Guarantee services**”). The place of performance for the purposes of Guarantee Services is the location of use of the Battery for its intended purpose in Ireland or Northern Ireland at the time of occurrence of the Guarantee Event.

1.4.2. In the event the Guarantee Event occurs within the first three (3) years of the Guarantee Period, Jungheinrich will bear all expense and costs incurred by Jungheinrich in connection with Guarantee Services, including the cost of materials and labor as well as travel expenses of Jungheinrich.

1.4.3. In the event the Guarantee Event occurs within the Guarantee Period and Jungheinrich is not under obligation to bear all expense and costs pursuant to section 1.4.2. above, Jungheinrich will bear only that share of the cost of materials incurred by Jungheinrich in connection with the Guarantee Service as determined in accordance with the year of the Guarantee Period and the number of hours of operation of the material-handling equipment in which the Battery is installed (“**Vehicle Operating Hours**”) (see the following calculation matrix):

year of Guarantee Period	Vehicle Operating Hours [h]	
	0 - 6.000	6.000 < h ≤ 12.000
year 0-3	all expenses and costs in accordance with sec. 1.4.2.	40%
year 4-8	50%	30%

In cases in which Jungheinrich does not bear the cost of Guarantee Services, the Guarantee Holder will pay Jungheinrich for the Guarantee Services on the basis of the service agreement in place between the Guarantee Holder and Jungheinrich or, if no such agreement exists, at Jungheinrich’s usual hourly service rates and price lists for materials.

1.4.4. Jungheinrich will not be liable for any services other than the above Guarantee Services under this guarantee.

1.5. GUARANTEE REQUIREMENTS

1.5.1. Notwithstanding the other guarantee conditions, Jungheinrich will be under obligation to perform Guarantee Service pursuant to section 1.4.2. only if the operating hours meter of the vehicle in which the Battery is installed has recorded no more than 6,000 Vehicle Operating Hours.

1.5.2. Notwithstanding the other guarantee conditions, Jungheinrich will be under obligation to perform Guarantee Services pursuant to section 1.4.3. only if the operating hours meter of the vehicle in which the Battery is installed has recorded no more than 12,000 Vehicle Operating Hours.

1.5.3. Notwithstanding the other guarantee conditions, Jungheinrich will be under obligation to perform Guarantee Services pursuant to section 1.4 only in cases in which a Jungheinrich service agreement (including Battery service) has been in place without interruption from the time of commencement of the Guarantee Period to the time of occurrence of the Guarantee Event and the data of the respective Battery have been read out by Jungheinrich on a yearly basis.

1.5.4. In the event the Battery is at least occasionally operated in a cooled environment (e.g., refrigerated or frozen storage facility) during the Guarantee Period, Jungheinrich will be under obligation to perform Guarantee Services pursuant to section 1.4 only if the respective temperature is explicitly approved by Jungheinrich in the operating instructions or provision made for a freezer/heating option.

1.5.5. Notwithstanding the other guarantee conditions, Jungheinrich will be under obligation to perform Guarantee Services pursuant to section 1.4 only if the Guarantee Holder can at the request of Jungheinrich document in writing the time of date of delivery of the original Battery by Jungheinrich or an authorized Jungheinrich distributor.

1.5.6. In the event the Guarantee Holder can demonstrate that the occurrence of the Guarantee Event was not caused by failure to satisfy the requirements contained in section 1.5.1. through 1.5.4, Jungheinrich will perform the Guarantee Services despite failure to meet these requirements but without prejudice to the remaining guarantee requirements.

2. EXCLUSIONS

Jungheinrich will be released from any obligation to perform Guarantee Services in the case of a Guarantee Event, if the occurrence of the alleged Guarantee Event can be attributed at least partially to any of the following causes:

- improper transport, storage, installation, operation or electrical connection of the Battery by the customer;
- changes, removal, repair or replacement of the Battery by persons other than certified employees of Jungheinrich or a Jungheinrich appointed representative;
- failure to comply with applicable operating instructions of Jungheinrich;
- use of a charging device not approved by Jungheinrich;
- external influences, including unusual physical or electrical loads (voltage peaks, inrush current, lightning, flooding, fire, 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 in the course of the twelve (12) months immediately preceding occurrence of the Guarantee Event;

3. GUARANTEE PROCEDURE

3.1. In the event the circumstances surrounding the occurrence of the Guarantee Event are obviously apparent to the Guarantee Holder, the Guarantee Holder must notify Jungheinrich of its guarantee claim in text form (e.g., by postal mail, e-mail, fax) within a period of eight (8) days from the time of occurrence of the Guarantee Event. In the event the circumstances surrounding the occurrence of the Guarantee Event are not obviously apparent to the Guarantee Holder, the Guarantee Holder must notify Jungheinrich of its claim in text form (e.g., by postal mail, e-mail, fax) within a period of two (2) months from the time the

Guarantee Holder first acquires or could have acquired knowledge of the occurrence of the Guarantee Event.

3.2. In the event the Guarantee Holder brings claims against Jungheinrich under the guarantee and inspection of the Battery involved by Jungheinrich shows that no Guarantee Event exists or that Jungheinrich is under no obligation to perform Guarantee Services for any of the reasons specified in section 2, Jungheinrich may require payment of a one-off service fee in the amount of € 250.00 (excl. VAT) from the Guarantee Holder unless agreed otherwise in a service agreement between the Guarantee Holder and Jungheinrich. This will not apply if circumstances made it impossible for the Guarantee Holder to ascertain that there was no Guarantee Event or the obligation on the part of Jungheinrich to perform Guarantee Services was precluded for any of the reasons contained in section 2.

4. RIGHTS AND REMEDIES

Contractual and statutory rights and remedies in connection with the Batteries are not affected by this guarantee. In particular, this guarantee has no effect upon periods of limitation in respect of contractual or statutory rights and remedies.

5. GOVERNING LAW, JURISDICTION

5.1. This guarantee will be governed by and construed in accordance with Irish law to the exclusion of the U.N. Convention on Contracts for the International Sale of Goods (CISG).

5.2. The courts of Dublin, Ireland, will have exclusive jurisdiction over any disputes arising out of or in connection with the guarantee or Guarantee Services. Jungheinrich reserves the right to bring action against the Guarantee Holder before courts of general jurisdiction over the registered place of business of the Guarantee Holder or any other competent court.