

Jungheinrich WMT

service and support conditions



1. Scope of application

These terms and conditions shall only apply provided that an explicit reference was made to them in the event of a purchase of a product or service agreed between the purchaser (hereinafter referred to as the "customer") and Jungheinrich for the specific product (hereinafter referred to as the "service article") and the customer is a company, a legal entity under public law or a special fund under public law within the meaning of §310(1) of the German Civil Code (BGB). Deviating conditions from the customer, in particular his terms and conditions of purchase or general terms and conditions shall not apply. They shall not apply even if Jungheinrich does not expressly reject their validity and without reservation renders services with knowledge of opposing or deviating conditions from the customer.

2. Services of the hotline support

2.1. In case of problems and questions concerning the setup of the service article, the customer has the possibility to address the local sales unit of Jungheinrich. If necessary, the local sales unit will establish the contact between the Jungheinrich support hotline and the customer.

2.2. Customers without a valid service contract may contact the support hotline for 60 days starting from the delivery date free of charge.

2.3. Customers with a valid service contract may contact the support hotline during the entire contract term free of charge.

2.4. The services of the hotline support are not subject to reaction times.

2.5. The hotline support may be reached Monday to Friday from 8am to 5pm (except public holidays at the facility Moosburg, Bavaria, Germany).

2.6. The staff of the hotline support may be contacted in German and English language.

2.7. The services of the hotline support are of a service contract nature, meaning that Jungheinrich is responsible for the proper provision of support, but not for any specific success.

3. Services of repair

3.1. Definitions

3.1.1. In case of repairs the service article will be returned to the repair center by the local Jungheinrich sales unit.

3.1.2. Any service articles received by Jungheinrich according to section 4.2 shall be perceived as an individual service case. A service case shall either be processed as part of the (extended) warranty according to section 3.2 or a service case outside of the warranty according to section 3.3.

3.1.3. A service case within the (extended) warranty shall be the following:

- a) a defect according to the § 434 BGB occurs
- b) the service article was sent within the contractually agreed limitation period and
- c) there is neither a contractually agreed nor a warranty exclusion according to section 3.1.4.

3.1.4. A service exclusion within the (extended) warranty exists according to the following criteria:

- a) external forces: fall damage, deformed or teared off plugs are an indication of external forces on these interfaces.
- b) excessive / insufficient temperatures: the operation outside of the specified temperature range.
- c) over / undervoltage: the operation outside of the specified power supply voltage range.
- d) damage to the product seal / interference by a third party: breaching the product seal.
- e) the serial number of the product was changed, made illegible or removed.
- f) fluid in the service article.
- g) operation in environments which have mechanical or electrical effects on the service article – in particular vibrations or EMC disturbances – and which are outside of the boundaries given in the data sheet for the service article.
- h) the material defect is caused by any other fault of the customer or the fault of third parties.

3.1.5. The repair fee is the basic repair rate to be invoiced to the customer for a service case. This includes the services specified in section 3, administration and documentation for the service case as well as the technical incoming and outgoing inspections, including loading the data carriers with the delivered version of the software.

3.1.6. The basic repair rate shall also be due if the result of a thorough analysis is that a device may not be repaired.

3.1.7. The non-binding repair processing times shall apply depending on the contractually agreed service level. If no service contract is explicitly agreed, the standard non-binding repair processing time of 20 working days shall apply. The repair processing time represents a benchmark or an aspired average value and may change in individual cases based on the complexity of the defect, the availability of replacement parts and other unforeseeable events.

3.1.8. The repair processing time shall be calculated from the day of receipt of the service article and the repair request form (see 4.2.4) at the repair center (unless there are any contractual regulations to the contrary) until the time at which it is registered with the shipping provider, where necessary less all working days on which an open and communicated cost estimate is not yet approved by the customer.

3.1.9. The delivered state of a service article shall be the factory state of the initial delivery, i.e., any software changes made by the customer, expansions and adjustments to the operating system and the hardware related software (Bios, firmware) will not be retained.

3.1.10. The working days for repairs shall exclude all statutory public holidays in Dresden, Saxony, Germany or Switzerland.

3.2. Repairs in cases of (extended) warranty

3.2.1. The basic repair rate applicable for a service article shall not be charged, if only such repairs are carried out which are covered by the (extended) warranty.

3.2.2. A repair of a defective component can take place by either directly reworking the defective component, exchanging this component with a component which has already been repaired in a preproduction process or replacing it with a new component. The customer shall not have a claim to the same procedure for a later or additional service case.

3.2.3. The basic repair rate, which is applicable for a service article, shall be charged in full in case of (extended) warranty, if repairs are carried out which are not covered by the warranty, the service article is defect-free or if the customer desires modifications which are subject to costs.

3.3. Repairs in cases outside of warranty

3.3.1. In the event of repairing service articles outside of the warranty, the following costs shall be billed: the basic repair rate for incoming and outgoing inspections, the costs of documentation, the costs for the repair services which are performed.

3.3.2. A cost estimate regarding the level of the repair costs shall be sent to the billing address given in the repair request form.

3.3.3. The repair shall only be carried out following the written confirmation of the cost estimate by the customer. If the customer does not confirm the cost estimate within 14 days of receipt by him, the repair shall not take place. The service order shall be instead concluded with a calculation of the basic repair rate and the service article shall be returned to the customer at a cost without any repairs.

3.3.4. If during the repair and after the confirmation of a cost estimate by the customer, a further defect is discovered in a component which has not yet been subject to an estimate, Jungheinrich shall be entitled to submit a new cost estimate. This must be re-confirmed by the customer in writing, otherwise no repair of the non-estimated components shall take place.

3.3.5. The basic repair rate, which is applicable for a service article, shall be charged in full, if repairs are carried out which are not covered by the warranty, the service article is defect-free or if the customer desires modifications which are subject to costs.

3.3.6. Acts of goodwill regarding repair services which are subject to costs shall not lead to the basic repair rate ceasing to apply.

3.3.7. For components which are exchanged at cost, a warranty for functioning on the part of Jungheinrich shall be assumed for 12 months after delivery of the service article.

3.4. Scope of services for comprehensive coverage (repair case with WMT premium service)

3.4.1. The service of comprehensive coverage covers repair according to the fair value of replacement and repair of all components of a service article, in particular the repair of mechanical damage of:

- a) Housing components
- b) Touch screens and front display
- c) Flaps, buttons and switches
- d) Seals

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e) Stickers and labels, included by Jungheinrich upon delivery of the service article.

3.4.2. Repair of all electronic and mechanical defects to restore the use of the service article in the light of its age and the corresponding wear and tear (repair at fair value).

3.4.3. For the repair at fair value Jungheinrich may also use components, which already have typical signs of use and wear (use of used parts). The definition of these use and wear marks is at the discretion of Jungheinrich.

3.4.4. Jungheinrich reserves the rights for further restrictions of the comprehensive coverage, if due to the statistical analysis of service cases a misuse of services can be recognized. The decision to do so is at the discretion of Jungheinrich. The indicators for this are in particular:

- a) Repeatedly the same error patterns that point to systematic misconduct, in particular the negligent or inappropriate use of the products, as well as the manipulation of hard- or software
- b) Repeatedly faultless returns

3.4.5. If Jungheinrich excludes a service in one or more service cases, a cost estimate for the repair at costs is delivered to the customer.

3.5. The following services are not included in the scope of comprehensive coverage (repair case with WMT premium service)

- a) Repairs or replacement of consumables, especially batteries.
- b) Repairs, which are due to an intentional misuse or incorrect use.
- c) Repairs, which are due to failures resulting from human or natural causes-made disasters, particularly fire, flood or earthquake.
- d) Repairs necessary due to operator error or improper attempts of repair carried out by the customer or third parties.
- e) Replacement of service articles and their components after theft or loss.
- f) All generally excluded services in section 3.6.
- g) Exchange of displays with pixel errors that are within the DIN ISO 9241-307 error class II.
- h) Replacement of license labels due to loss or damage.
- i) Reimbursement of costs incurred by the customer through disassembly / assembly and setup of the Jungheinrich product.
- j) Exchange of components for optical enhancement of the service article without functional background.
- k) Replacement of components due to normal marks of use and wear.
- l) Subsequent costs which arise at the customer due to a malfunction of the service article as well as over the period of repair (downtime).

3.6. The following services are not included in the scope of any repair case according to section 3.1 to 3.5

- 3.6.1. Backup of customer data of individually submitted or built into a service article disk.
- 3.6.2. Repair / installation / configuration of third-party software.
- 3.6.3. Verification and guarantee of disks free from virus / trojans and other malicious software.
- 3.6.4. Review and guarantee of compatibility to the local customer or third-party conditions of use which are not in the sphere of influence of Jungheinrich.
- 3.6.5. Disassembly, assembly and setup of the terminal.
- 3.6.6. Costs for shipping and/or customs clearance of the service article, unless Jungheinrich offers to bear these costs partly.

3.7. Service on Demand: Express Repair

3.7.1. An express repair is a reduction of the repair lead time to 3 working days at a charge. This additional service can be requested by the Customer on the repair request form. Confirmation from Jungheinrich is required to conclude an agreement for an express repair. The confirmation of an express repair is subject to the provision of a repair request form which has been completed with a significant description of the defect.

3.7.2. Confirmation of an express repair on the part of Jungheinrich is always subject to the availability of materials and resources.

3.7.3. The definition given under section 3.1.8 shall apply for the calculation of the processing time for the express repair. If Jungheinrich does not perform the service within the reduced repair processing time which was promised by them, the customer shall not be charged the express repair fee.

4. Customer obligations

The customer is obliged:

4.1. when using the hotline support:

- 4.1.1. to provide a detailed error description, to the responsible sales unit.

4.1.2. to name a technically knowledgeable contact person with contact details, who Jungheinrich can contact in cases of further questions, in order to work together and try to solve the problem under the guidance of Jungheinrich.

4.2. when requesting repair:

4.2.1. to register the submission of the service articles via the repair request form provided by the local Jungheinrich sales unit. Submissions without prior notification are no service case, but will be returned at the customer's expense;

4.2.2. to document detailed error descriptions regarding the service article, as far as possible, within the repair request form;

4.2.3. to name a technically knowledgeable contact person within the repair request form, who can be contacted by Jungheinrich for further questions during regular office hours;

4.2.4. to enclose the signed repair request form in the return of goods to the repair center;

4.2.5. in case of a pickup of the service article assigned by the customer at Jungheinrich, to place the service article at the named pickup location in the repair request form at the beginning of the next working day.

4.2.6. In case of a submission for repair, to provide provision for securing the data of the service article and individually submitted disks;

4.2.7. to remove system or BIOS passwords or notify them to Jungheinrich; in case of contraventions the additional costs for repair will be billed to the customer;

4.2.8. to carefully pack the service articles before the pickup / shipping, so that they survive the shipping without any damages;

4.2.9. to only provide the service articles and accessories for pickup / shipping, listed on the repair request form. For components which are not listed, Jungheinrich does not assume liability;

4.2.10. to confirm or reject the cost estimate within 14 days, In case of a chargeable repair or reconstruction.

5. Period of contract

5.1. The contract starts at the date of delivery of the WMT.

5.2. The contract period is 36 or 60 months depending on the selected product and ends after this time without prior termination.

5.3. Jungheinrich may offer a 24-months extension of the service contract at the conditions applicable at that time after the expiry of the term.

5.4. The right of termination for cause remains unaffected.

5.5. Terminations require written form.

6. Other provisions

6.1. Transfer of service to third parties

Jungheinrich may assign its duties to an authorized contractor for whose qualification Jungheinrich is liable.

6.2. Severability clause

The invalidity of any provision of these terms or other components of the contract does not affect the validity of the other provisions or the total contract. In the event of the invalidity of a provision, the parties agree to a provision that comes closest to the intended by the parties.

6.3. Validity of other terms and conditions

In addition to these terms and conditions, the latest version of the general terms and conditions of delivery and assembly of Jungheinrich AG shall apply.