

# General Terms and Conditions for the Delivery of Goods and Services

October 2022 - version 1.0.

## I. Definitions

The following words used in both the singular and plural in these General Terms and Conditions for the Delivery of Goods and Services that are written with a capital letter have the following meaning:

- **General Terms and Conditions:** these General Terms and Conditions for the Delivery of Goods and Services.
- **Services:** all work to be performed by or on behalf of Jungheinrich for the Customer in connection with an Agreement, including Preventive Maintenance, Full Service and other maintenance and repair work, including the assembly of Warehouse Racking and accessories.
- **Full Service:** the Full Service for the Goods as further described in Article VI. of the General Terms and Conditions.
- **Goods:** all Goods to be delivered by Jungheinrich to the Customer, including Warehouse Racking and accessories.
- **Jungheinrich:** Jungheinrich, a public limited company (*naamloze vennootschap*) with its registered office at Esperantolaan 1, 3001 Leuven (Heverlee), Belgium, and with company number 0415.997.465.
- **Customer:** a professional Customer who declares to be an enterprise and who purchases Goods and/or Services from Jungheinrich.
- **Warehouse Racking:** a racking system for the storage of goods supplied by Jungheinrich or the racking system already owned by the Customer. Racking offered and delivered by Jungheinrich PROFISHOP is expressly excluded.
- **Used Equipment:** all second-hand Goods sold by Jungheinrich.
- **Agreement:** an Agreement as referred to in these General Terms and Conditions, concluded between the Parties, for the delivery of Goods and/or Services.
- **Parties:** the Parties to an Agreement, being Jungheinrich and the Customer. The Parties are separately referred to as a „Party“.
- **Preventive Maintenance:** the Preventive Maintenance of the Goods as further described in Article VI. of the General Terms and Conditions.
- **PROFISHOP:** the Jungheinrich PROFISHOP online store that can be accessed via the following link:  
<https://www.jungheinrich-profishop.be>.

## II. Scope

1. These General Terms and Conditions apply to all offers, orders, agreements and other transactions relating to the delivery of Goods and Services by Jungheinrich. However, Jungheinrich reserves the right to add additional terms and conditions per individual order.
2. The Customer acknowledges having received a copy of these General Terms and Conditions and accepts their content without reservation. Any other terms and conditions stated on the order form, in correspondence or other documents issued by the Customer are not enforceable against Jungheinrich. Any additional or different terms and conditions may only be agreed in writing between the Parties.
3. Jungheinrich reserves the right to amend these General Terms and Conditions at any time. In such case, the terms and conditions applicable on the date the Agreement is concluded will apply.

4. In the event of an existing business relationship, these General Terms and Conditions will also apply to all future Agreements or transactions with the Customer, unless other terms and conditions have been expressly agreed.

## III. Conclusion and object of the Agreement

1. Offers are always without obligation. Unless otherwise specified in the documents themselves, the validity period of Jungheinrich's offers and price estimates is thirty (30) days from the date of the offer.
2. All offers are issued on the basis of the information provided by the Customer. If the above information proves to be incomplete and/or incorrect, Jungheinrich reserves the right to issue an additional offer.
3. Jungheinrich reserves the right to charge costs to the Customer for the drawing up of the offer.
4. Any photographs, drawings and/or models and, in general, all information provided to the Customer will always remain the (intellectual) property of Jungheinrich, or are part of its know-how and trade secrets and may therefore not be used or duplicated in any way without its consent.
5. The Customer is not permitted to transfer the offer received, in whole or in part, to a third party, in particular competing companies, without the prior consent of Jungheinrich.
6. The Parties expressly accept that Jungheinrich is not bound by any commitments or may suspend its commitments if the Customer does not fulfil its commitments, if changes are made to the order after it has been placed at the factory by Jungheinrich, or if changes are made to the order during its execution, or if the Customer fails to provide the information, documents or accessories in good time. If and insofar as Jungheinrich would agree to make the changes to the order requested by the Customer, it will communicate the impact on the delivery time and/or the additional costs involved to the Customer. These additional costs will be borne solely by the Customer.
7. Agreements between the Customer and Jungheinrich only come into effect if and insofar as Jungheinrich has sent a written order confirmation to the Customer. Only the written order confirmation of the Agreement by Jungheinrich is binding in terms of the description of the contents and scope of the Agreement.
8. For Goods and/or Services for which, due to their nature and scope, no offer or written order confirmation is sent by Jungheinrich, the invoice will also be deemed to be confirmation of the Agreement, and such invoice will be deemed to reflect the Agreement correctly and completely.
9. If, in the reasonable opinion of Jungheinrich, so required due to the financial position of the Customer, the Customer is obliged at Jungheinrich's first request to immediately provide security (additional or otherwise) in favour of Jungheinrich for the fulfilment of the Customer's obligations under the Agreement. If the Customer fails to do so in time, Jungheinrich is entitled to terminate the Agreement with immediate effect, without being liable to pay any compensation.
10. In the event of cancellation of the order for Goods and/or Services, for whatever reason, by the Customer, the latter will

owe Jungheinrich a lump-sum compensation of at least 30% (for series Goods) and at least 60% (for system Goods and Warehouse Racking) of the agreed price as compensation for the damage resulting from the cancellation. Jungheinrich reserves the advance payments by way of compensation for this purpose. Jungheinrich expressly reserves the right to claim additional compensation if the damage directly and/or indirectly resulting from the cancellation is higher.

11. Jungheinrich reserves the right to make changes to the design and form of the Goods and/or Services during the delivery period, insofar as this does not fundamentally alter the Goods and/or Services to be delivered.

#### **IV. Delivery of the Goods and/or Services**

1. The delivery terms (including assembly times for Warehouse Racking) stated on the order confirmation or on other documents issued by Jungheinrich are not binding. They are indicative only. Consequently, exceeding these delivery terms cannot give rise to compensation and/or cancellation of the Agreement.
2. Jungheinrich delivers Goods and/or Services on working days (i.e. Monday to Friday, excluding Belgian public holidays) during normal working hours.
3. Unless otherwise agreed in writing, all deliveries by Jungheinrich will be ex works, at the place of delivery agreed between the Parties, as per Incoterms® 2020. If the Parties have agreed on a different method of delivery in writing in an individual Agreement, this different method of delivery will apply exclusively to that Agreement and not also to other Agreements between the same Parties.
4. The Customer is obliged (at its expense) to make all arrangements necessary for ready-to-use delivery. The following additional conditions apply to the delivery of Warehouse Racking:
  - a. The equipment is delivered on a lorry, trailer or similar, postage paid, to the warehouse where assembly is to take place. The costs of unloading from the lorry and transport to the place of assembly will be borne by the Customer, unless otherwise agreed in writing.
  - b. In general, the equipment is delivered in bundles to facilitate efficient loading and unloading. In order to minimise the costs of unloading and transporting the equipment into the building, Jungheinrich draws attention to the following important points: the presence of a paved road up to the relevant building, access for lorries or access to vertical or horizontal unloading of the equipment into the building, the presence of a suitable forklift truck or stacker with driver. If this is not taken into account, additional costs may be charged to the Customer.
5. In the event that an Agreement is concluded between the Parties for the delivery of several Goods, the Customer agrees that these Goods may be delivered individually and at different times.
6. The Goods will be delivered with a minimum amount of fuel or a minimum amount of battery charge, in function of and/or required for the delivery of the Goods.
7. The transfer of risk will take place no later than at the time of delivery of the Goods and/or completion of the Services. From that moment on, all direct and indirect damage that may be caused to and/or by the Goods or Services and/or third parties and the related costs will be at the expense of the Customer. Transfer of risk also takes place in the event that Jungheinrich offers the Goods and/or Services for delivery in accordance with the Agreement, but the Customer does not take delivery for whichever reason.
8. The Customer is obliged to take possession of the Goods at the time of the scheduled delivery as communicated by

Jungheinrich. If the Customer refuses to take delivery or is negligent in providing the information or instructions necessary for the delivery, or hinders the planned delivery, Jungheinrich is entitled to store the Goods at the expense and risk of the Customer. The Customer will in that case be liable for all additional costs, including storage and transport costs in any case. The minimum storage cost is 500 EUR per day per Good, calculated from the day of planned delivery to the day of actual delivery or cancellation.

9. Unless expressly agreed by Jungheinrich, the Customer may only refuse delivery if the Goods and/or Services are not in conformity with the order or are defective. In such case, Jungheinrich must immediately be notified of the refusal in writing and in detail no later than within 48 hours after delivery. Acceptance may not be refused if only minor defects or shortcomings have occurred or are occurring, or otherwise on unreasonable grounds.
10. The signing of the delivery note for the Goods or the service report for the Services by the Customer or a third party appointed by the Customer will constitute acceptance. In addition, the Parties expressly accept that, if the Customer refuses to sign the delivery note and/or service report and fails to communicate the reasons for its refusal, as well as the evidence in support thereof, within a period of 48 hours after delivery, the Customer will irrefutably be deemed to have accepted the delivery. The Goods and/or Services will consequently be deemed to conform to the order and any visible defects will be deemed to have been accepted.
11. If Warehouse Racking is to be assembled, the following additional terms and conditions apply:
  - a. In case of projects of a certain size and/or complexity, Jungheinrich decides at its own discretion on the following procedure:
    - i. Upon completion of the assembly work, Jungheinrich will invite the Customer in writing at a specified date and time to inspect the installation and to grant acceptance.
    - ii. The inspection of the assembly works for the purpose of acceptance will take place in the presence of Jungheinrich and the Customer or in the presence of a specially authorised agent who is authorised to sign the protocols.
    - iii. If there are no comments, the completion protocol will be drawn up in duplicate and signed by all Parties.
    - iv. If only minor defects or deficiencies are found, these will be mentioned in detail in the provisional or final acceptance report and the date by which these works must be completed will be determined. However, such minor defects do not constitute grounds for deferring payment.
    - v. If the Customer refuses to accept delivery, it will notify Jungheinrich thereof by registered letter, stating reasons, within fourteen (14) days after receipt of the registered invitation for acceptance. The Customer expressly acknowledges that only substantial defects that prevent the operation and/or commissioning of the system can lead to refusal of acceptance.
    - vi. However, if the Customer does not follow up on the invitation, it is deemed to have accepted the assembly work and the Warehouse Racking.
    - vii. Putting the assembled Goods into use will also be deemed tacit acceptance on the part of the Customer.
  - b. In the event that Jungheinrich does not decide on the procedure as stated in the aforementioned clause a., the Customer can only refuse delivery if the Goods and/

or Services are not in accordance with the order or are defective. In such case, Jungheinrich must immediately be notified of the refusal in writing and in detail no later than within eight (8) days after Jungheinrich has left the site. Acceptance may not be refused if only minor defects or shortcomings have occurred or are occurring, or otherwise on unreasonable grounds. If the Customer fails to communicate the reasons for its refusal, as well as the evidence in support thereof, within a period of eight (8) days after Jungheinrich has left the site, the Customer will irrefutably be deemed to have accepted the delivery. The Goods and/or Services will consequently be deemed to conform to the order and any visible defects will be deemed to have been accepted.

12. Used Equipment will be accepted by the Customer in the agreed condition they are in.

#### **V. Instruction and installation**

1. Jungheinrich will provide the Customer with a manual or instruction booklet containing information on the construction, operation and treatment of the Goods. This manual will be available via the Jungheinrich website. At the Customer's request, a manual may be provided in a paper format. If available, a manual in another language may be obtained via the Jungheinrich website or by request.
2. A manual for Used Equipment will be provided to the extent that it is available.
3. If Jungheinrich delivers Goods, Jungheinrich will only take care of installation or assembly if and insofar as this has been expressly agreed. The assembly and disassembly of accessories provided by the Customer is not included, unless expressly agreed upon.
4. If and insofar as Jungheinrich is responsible for the assembly of Warehouse Racking (i.e. erection, assembly, modification and installation of Warehouse Racking in accordance with the technical regulations of Jungheinrich), the following terms and conditions will additionally apply:
  - a. The Warehouse Racking to be fitted will be as per the order confirmation from Jungheinrich. The installation method will be according to the agreed drawing, sketch or description. Changes to the assembly or setup will be charged for as additional/reduced work. If additional work arises, the Customer must take into account additional costs arising from the use of assembly equipment such as a forklift truck, scaffold, concrete saw etc., from wages, from waiting and travelling times and from additional travel and accommodation costs. These will be invoiced at the rates applicable at the time.
  - b. During the execution of the assembly work, the Customer will be responsible for the surveillance of the site and will assume the risks arising therefrom. Any damage suffered by Jungheinrich, including theft, due to defective surveillance will be fully compensated by the Customer.
  - c. The Customer will immediately appoint a qualified person as project manager, and this project manager will be authorised by the Customer to make binding decisions on its behalf. In addition, the Customer must make available all information regarding the location of concealed utility lines (electricity, gas and water etc.) of its own accord. In addition, the Customer must take care of the following at its own expense:
    - i. The equipment and materials required for assembly and commissioning, including trestles, hoisting tools, cranes etc;

- ii. Specific safety clothing and equipment that is exceptionally required for specific assembly tasks.
- d. The Customer is responsible for arranging the following before the Goods are delivered and the Jungheinrich assembly team arrives:
  - i. The floor meets the requirements in terms of load-bearing capacity, flatness etc. that may be specified separately by Jungheinrich;
  - ii. The area where the Goods are supplied and assembled must be tidy and clean;
  - iii. In case of interior works, walls and ceilings, doors and windows must already be in place before the planned start date of the assembly;
  - iv. It must be possible to work unhindered during assembly;
  - v. The Customer is responsible for disposal of the packaging material;
  - vi. The Customer is obliged to adequately insure its employees who help with the assembly.

#### **VI. Maintenance services**

1. General
  - 1.1. Agreements on the provision of Preventive Maintenance or Full Service only come into effect after written confirmation by Jungheinrich.
  - 1.2. In case of an existing business relationship in which the Customer already has a reasonable number of Goods with a Preventive Maintenance agreement, the Preventive Maintenance agreement will be deemed to have also been concluded for the new delivery, barring express reservations by one of the Parties.
2. Preventive Maintenance
  - 2.1. During the term of a Preventive Maintenance agreement, Jungheinrich will carry out Preventive Maintenance on the Goods specified in the maintenance agreement, if applicable, at the frequency stated in the maintenance agreement. Preventive Maintenance means checking, lubricating, adjusting and refilling the Goods in accordance with the manufacturer's instructions.
  - 2.2. The price per maintenance as stipulated in the maintenance agreement will include travel costs and labour time for carrying out the Preventive Maintenance. Any lubricants, cleaning agents, parts or filters required are not part of this price and will be invoiced at the rates applicable at the time.
  - 2.3. Jungheinrich will carry out the Services within the scope of Preventive Maintenance in accordance with the frequency specified in the maintenance agreement.
  - 2.4. Preventive Maintenance will only be carried out according to Jungheinrich's availability and, if necessary, by prior agreement between the Parties during the working hours as stipulated in Article IV.2. of these General Terms and Conditions. If an appointment has been made but Jungheinrich cannot perform the Services for reasons attributable to the Customer, Jungheinrich is entitled to charge costs to cover lost working time and travel.
  - 2.5. The price stipulated in the maintenance agreement is subject to annual adjustment from January. Any tacit or contractual waiver during the current year does not imply a renunciation of this annual adjustment and in no way alters the right of Jungheinrich to price adjustment in subsequent years.
  - 2.6. The Preventive Maintenance agreement will be concluded for an indefinite term. Each Party will have the right to terminate the Agreement in writing (i.e. e-mail is sufficient), subject to three (3) months' notice. In the absence of notice or in the event of irregular termination, the Customer will be liable to pay compensation.

3. Full Service
- 3.1. Full Service is based on an analysis of the operating conditions of the Goods made by Jungheinrich and the Customer. The Customer undertakes to notify Jungheinrich immediately in writing of any change in the operating conditions. The Parties accept that such a change may lead to a revision of the agreed price or, if Jungheinrich deems it necessary, to the cancellation of the Agreement.
- 3.2. Full Service includes the following Services:
- a. periodical performance of preventive maintenance;
  - b. repairs resulting from normal wear and tear when the Goods are properly used in accordance with Jungheinrich guidelines, as stipulated in the user manual, and in accordance with the analysis of the operating conditions;
  - c. journeys, kilometres travelled and working time necessary for the activities listed in points a. and b. of this Article;
  - d. delivery and installation of spare parts necessary for the activities listed in points a. and b. of this Article;
  - e. if the Goods are equipped with a lithium-ion (Li-ion) battery, Full Service also includes the following service on the Li-ion battery:
    - i. External visual inspection
    - ii. Pole bushing check
    - iii. Battery function test
    - iv. Battery software update (if required).
- 3.3. The following services are expressly excluded from Full Service, and the costs for these services will be borne by the Customer:
- a. repair of damage caused by accidents, negligence, misuse, (intentional) error and/or weather conditions;
  - b. maintenance, repair and/or replacement of parts not supplied by Jungheinrich;
  - c. partial or complete overhaul of the Goods;
  - d. working in special conditions, such as in cold rooms and corrosive conditions, unless specified in the operating conditions;
  - e. repair of damage and defects to the Goods that are the result of modifications that were not carried out by technicians on behalf of Jungheinrich.
- 3.4. The following services are additionally part of Full Service, if and insofar as the Customer has chosen this option in accordance with the analysis of operating conditions:
- a. Battery service on lead-acid batteries: annual maintenance of the battery, consisting of the following elements:
    - i. basic cleaning
    - ii. voltage and electrolyte density measurement
    - iii. electrolyte level check
    - iv. cable end, connector and cable check
    - v. aquamatik check (including electrolyte circulation, if applicable)
    - vi. environmentally friendly processing of waste
 The Customer has a capacity guarantee of 1,250 charge cycles or five (5) years, beginning on the date of delivery and/or commissioning of the battery, provided the general conditions of use have been met. The guarantee shall expire when either of the two time limits specified above has been reached. In any case, the warranty will expire when the Agreement is terminated.
- 3.5. Repairs that are not included in Full Service according to the aforementioned clause 3.3. will be carried out after approval by the Customer in any form whatsoever, whether or not after preparing a quote depending on the specific repair. Services not included in Full Service are invoiced at the rates applicable at the time. Jungheinrich reserves the right to charge specification costs to the Customer.
- 3.6. The fact that the Customer is prevented from using the Goods will not affect the continuation of the Agreement or the due payment of the monthly Full Service charge, nor will it give rise to a right on the part of the Customer to the provision of replacement equipment, unless otherwise agreed.
- 3.7. The Goods will be equipped with an hour counter. It is the primary responsibility of the Customer to check and monitor the hours themselves. Notwithstanding the above, Jungheinrich is entitled to check the hour readings periodically. If the maximum number of operating hours per Good per year as stipulated in the Agreement is exceeded, compensation will be charged for each additional operating hour on the basis of the price per additional hour stipulated in the Agreement. At the discretion of Jungheinrich, invoicing takes place either at the end of the respective contract year, or no later than at the end of the term of the Agreement. Any hours below the agreed number are not reimbursed. The Parties also agree that, in accordance with the provisions of Article VI.3.1., any exceeding of the operating hours may give rise to a revision of the agreed price or, if Jungheinrich deems it necessary, to the cancellation of the Agreement.
- 3.8. Full Service will be carried out according to Jungheinrich's availability and, if necessary, by prior agreement between the Parties during the working hours as stipulated in Article IV.2. of these General Terms and Conditions. If an appointment has been made but Jungheinrich cannot perform the Services for reasons attributable to the Customer, Jungheinrich is entitled to charge costs to cover lost working time and travel.
- 3.9. The price for Full Service stipulated in the Agreement is subject to annual adjustment from January. Any tacit or contractual waiver during the current year does not imply a renunciation of this annual adjustment and in no way alters the right of Jungheinrich to price adjustment in subsequent years.
- 3.10. The Full Service contract will be concluded for a definite term as stipulated in the Agreement.
- 3.11. Unless otherwise agreed, all Services within the scope of Full Service are performed exclusively by Jungheinrich.
- 3.12. Any deviation, malfunction or damage found must be reported to Jungheinrich immediately.
- 3.13. In addition, the Customer accepts that any repair necessary as a result of an accident, shortcoming and/or incorrect use by the Customer will be carried out exclusively by Jungheinrich, against payment. The Parties expressly agree that, if the Customer decides not to have such a repair carried out, thereby impeding the optimum functioning of the Goods, Jungheinrich will not be obliged to fulfil its obligations under Full Service and will bear no further responsibility for any direct and indirect damage resulting therefrom.
- VII. Retention of title**
1. Jungheinrich retains ownership of all delivered Goods until full payment of all claims Jungheinrich has under the business relationship with the Customer, including claims for additional Services provided (e.g. assembly), has been received.
  2. The Customer is not permitted to use Goods subject to retention of title outside the business premises and outside the scope of its ordinary business activities.
  3. As long as retention of title remains in place, the Customer is obliged to adequately insure the Goods subject to retention of title against loss or damage.
  4. If third parties wish to establish or assert any right on Goods delivered subject to retention of title, the Customer is obliged to notify Jungheinrich within 24 hours after it becomes aware of this. In this case, Jungheinrich is entitled to remove the respective Goods temporarily or permanently from the Customer's premises.

5. If the Customer fails to fulfil any payment obligation, Jungheinrich is entitled to take back the Goods that remain subject to retention of title. The Customer is obliged to provide all cooperation in this respect, including the provision of access to the place where the Goods subject to retention of title are located. Jungheinrich is not obliged to compensate the Customer for any damage it suffers in connection with taking back the Goods. All costs related to the exercise of the retention of title, including transport and storage costs, will be borne by the Customer.
6. After Jungheinrich has removed the Goods subject to retention of title from the Customer, the Customer will be credited with an amount equal to the purchase price applicable on the day of removal, but not exceeding the amount invoiced to the Customer.

#### VIII. Prices, invoicing and payment terms

1. All prices are exclusive of VAT.
2. Prices will be invoiced in accordance with the rate applicable on the date of the written order confirmation, as referred to in Article III.7., provided that no increase in wages, social security charges, raw materials or transport costs has added to the (manufacturing) costs in the meantime.
3. Any additional costs, such as costs of storage, packaging, transport, insurance, taxes, import or export fees, will be borne by the Customer, unless otherwise agreed.
4. All invoices are payable at the registered office of Jungheinrich in Leuven within fourteen (14) days after invoice date, unless otherwise agreed and accepted in writing by Jungheinrich.
5. In the event of full or partial non-payment of an invoice, the amount owed will be increased, by operation of law and without any notice of default being required, by a lump-sum compensation of 10%, with a minimum of 100 EUR.
6. In addition, by operation of law and without any notice of default being required, default interest will be due and calculated in accordance with the Law of 2 August 2002 on late payments in commercial transactions (*Wet Betalingsachterstand Handelstransacties*).
7. In the event of non-payment by the due date, Jungheinrich reserves the right to suspend the fulfilment of its obligations under the Agreement as well as all current orders for Goods and/or Services until the outstanding balance is paid in full, without this giving the Customer cause to claim compensation. The Parties explicitly agree to regard all separate contracts as single and indivisible with regard to the application of the aforementioned non-performance exception.
8. The full or partial non-payment on the due date of a single invoice will render the balance owed of all other invoices, including those not yet due, immediately payable by operation of law and without prior notice of default.
9. If, when ordering, the Customer requests invoicing to a third party, the Customer will remain jointly, severally and indivisibly bound to fulfil its obligations under the Agreement, despite invoicing to a third party.
10. Complaints concerning invoices must be submitted by registered letter within ten (10) days of the invoice date on penalty of expiry, and must be described exactly and in detail. Lodging a complaint does not release the Customer from its obligation to pay. However, if the Customer defaults on payment without notifying Jungheinrich of its objections by registered letter, Jungheinrich is entitled to suspend its obligation without prejudice to its right to claim interest on arrears as well as the damages as stated in the previous provisions.

11. Furthermore, the Parties expressly agree that Jungheinrich's non-compliance or inadequate compliance with any formalities and/or conditions unilaterally imposed by the Customer with regard to invoicing (e.g. use of a payment platform) in any case do not constitute valid grounds for invoice objections and do not release the Customer from its payment obligation.

#### IX. Warranty

1. Claims of the Customer based on defects of Jungheinrich Goods or accessories or unsatisfactory Services and/or specifications contractually agreed upon must be reported to Jungheinrich as soon as possible, and in any case within eight (8) days after discovery and within the warranty period, in a detailed manner.
2. In the event of any defect in the design, quality or performance of the Goods, accessories or Services delivered, Jungheinrich will at its discretion repair or replace the defective part of the Goods or perform the Services again. If Jungheinrich fails to fulfil its warranty obligations within a reasonable period of time, or fails to repair or replace defective parts or to perform the Services again, the Customer is entitled to a reasonable reduction of the agreed price or cancellation of the Agreement, which may only be partial cancellation of that part of the Agreement to which the defect directly relates.
3. If the Customer decides to cancel the Agreement in question due to quality defects, Jungheinrich will accept the return of the delivered Goods in question and will reimburse the amounts paid by the Customer for the delivered Goods in question, minus an appropriate compensation for the use of the Goods up to that point. The Customer is obliged to facilitate the return of the Goods as much as possible. The Customer may not obstruct their return in any way.
4. This warranty does not apply to normal wear and tear, or to improper, negligent or incorrect use including in accordance with the user manual, or insufficient servicing (if not attributable to Jungheinrich), or use of unsuitable tools or equipment. Repair or replacement by the Customer or third Parties without the express written permission of Jungheinrich will result in the warranty lapsing. Jungheinrich does not accept any work carried out by third parties (at its expense), unless Jungheinrich has given its express written consent to that effect.
5. The warranty period commences on the date the Customer has accepted the Goods and/or Service in accordance with Article IV. The following warranty periods apply:
  - Goods: 12 months or 1,200 operating hours. The warranty lapses when the first of these two limits is reached.
  - Battery chargers: 12 months or 1,200 operating hours. The warranty lapses when the first of these two limits is reached.
  - Warehouse Racking: 12 months.
  - Lead-acid batteries: 12 months.
  - Used Equipment: no warranty is provided, unless otherwise specified in the offer.
  - Spare parts and components: 6 months.
  - Services 3 months.
 No warranties are provided by Jungheinrich other than those mentioned above.
6. The warranty is granted *intuitu personae*. Unless agreed in writing by Jungheinrich, this warranty becomes null and void as soon as the Goods are transferred to third Parties.

## X. Warranty for Jungheinrich lithium-ion batteries

### 1. Scope

- 1.1. This warranty covers
- all Jungheinrich lithium-ion batteries (24-80 V) (hereinafter referred to as the **"Batteries"**);
  - shipped by Jungheinrich or an authorised Jungheinrich distributor under any order placed on or after the entry into effect of these General Terms and Conditions and
  - located in Belgium and Luxembourg at the time of the warranty event occurs and the warranty service is provided.

1.2. The warranty does not cover batteries of type AME, EJE M or EJC M Goods or Ameise Goods.

1.3. The rights and remedies arising from the warranty will accrue to the owner of the Battery at the time of occurrence of the warranty event or the party authorised by the owner to bring claims under the warranty (hereinafter referred to as the **"Warranty Holder"**).

### 2. Warranty period

2.1. The warranty 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 authorised Jungheinrich distributor (hereinafter referred to as the **"Warranty Period"**). The extent of the rights and remedies may be reduced during the Warranty Period, as provided for in this Article X.

2.2. The performance of warranty services by Jungheinrich under this warranty will not affect the Warranty Period. In particular, the performance of warranty services will not suspend or cause the Warranty Period to commence anew.

### 3. Warranty events

3.1. A warranty event relates to a situation in which the Battery fails to achieve the values specified in the corresponding product information sheet within the Warranty Period or the actual Battery capacity falls below 65% of the nominal capacity (hereinafter referred to as a **"Warranty Event"**). However, no Warranty Event will be deemed to have occurred if the actual Battery capacity is at least 65% of its nominal capacity.

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

3.3. The actual Battery capacity is the value measured by Jungheinrich in consultation with the Warranty 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 five (5) hours).

### 4. Warranty service

4.1. In the event of a Warranty 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 (**"Warranty Service"**). The place of performance for the purposes of Warranty Services is the location of use of the Battery for its intended purpose in Belgium and Luxembourg at the time of occurrence of the Warranty Event.

4.2. If the Warranty Event occurs within the first three (3) years of the Warranty Period, Jungheinrich will bear all expense and costs incurred by Jungheinrich in connection with Warranty Services, including the cost of materials and labour as well as travel expenses of Jungheinrich.

4.3. If the Warranty Event occurs from the fourth year of the Warranty Period and Jungheinrich is not obliged to bear all costs and expenses in accordance with clause 4.2. above, Jungheinrich will only bear part of the material costs incurred by Jungheinrich in connection with the Warranty Service, as determined in accordance with the year of the Warranty Period and the number of operating hours of the Good in which the Battery is installed

(**"Operating Hours of the Good"**) (see the following calculation matrix):

Year of the Warranty Period	Operating hours of the truck [h]	
	0 - 6,000	6,000 < h ≤ 12,000
Year 0-3	All costs and expenses as defined in clause 4.2.	40%
Year 4-8	50%	30%

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

4.5. Jungheinrich will not be liable for any services other than the above Warranty Services under this warranty.

### 5. Warranty terms and conditions

5.1. Notwithstanding the other warranty terms and conditions, Jungheinrich will be under obligation to perform Warranty Services pursuant to clause 4.2. only if the operating hours counter of the Good in which the Battery is installed has recorded no more than 6,000 Good Operating Hours.

5.2. Notwithstanding the other warranty terms and conditions, Jungheinrich will be under obligation to perform Warranty Services pursuant to clause 4.3. only if the operating hours counter of the Good in which the Battery is installed has recorded no more than 12,000 Good Operating Hours.

5.3. Notwithstanding the other warranty terms and conditions, Jungheinrich will be under obligation to perform Warranty Services pursuant to clause 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 Warranty Period to the time of occurrence of the Warranty Event and the data of the respective Battery have been read out by Jungheinrich on a yearly basis.

5.4. If the Battery is at least occasionally operated in a cooled environment (e.g. refrigerated or frozen storage facility) during the Warranty Period, Jungheinrich will be under obligation to perform Warranty Services pursuant to clause 4. only if the respective temperature is explicitly approved by Jungheinrich in the operating instructions or if provisions have been made for a freezer/heating option.

5.5. Notwithstanding the other warranty terms and conditions, Jungheinrich will be under obligation to perform Warranty Services pursuant to clause 4. only if the Warranty Holder can, at the request of Jungheinrich, offer documentary proof in writing the time of date of delivery of the original Battery by Jungheinrich or an authorised Jungheinrich distributor.

5.6. If the Warranty Holder can demonstrate that the occurrence of the Warranty Event was not caused by failure to satisfy the requirements contained in clauses 5.2. up to and including 5.4, Jungheinrich will perform the Warranty Services despite failure to meet these requirements but without prejudice to the remaining warranty terms and conditions.

5.7. The warranty consists of the replacement or repair of parts deemed defective by Jungheinrich. Any repair and/or replacement will not constitute an extension of the period referred to in Article X.2.

5.8. The replaced parts become the property of Jungheinrich as soon as the replacement has been carried out.

## 6. Exclusions

6.1. Jungheinrich will be released from any obligation to perform Warranty Services in the case of a Warranty Event if the occurrence of the presumed Warranty 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;
- modification, removal, repair or replacement of the Battery by persons other than certified employees of Jungheinrich or a Jungheinrich appointed representative;
- failure to comply with the 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 Warranty Event;
- the maximum energy throughput of the Battery of 200% of the nominal capacity per day of operation has been exceeded more than once within any period of four (4) weeks.

## 7. Warranty procedure

7.1. If the circumstances surrounding the occurrence of the Warranty Event are obviously apparent to the Warranty Holder, the Warranty Holder must notify Jungheinrich of its warranty claim in writing (e.g. by post, e-mail, fax) within a period of eight (8) days from the time of occurrence of the Warranty Event. If the circumstances surrounding the occurrence of the Warranty Event are not obviously apparent to the Warranty Holder, the Warranty Holder must notify Jungheinrich of its claim in writing (e.g. by post, e-mail, fax) within a period of two (2) months from the time the Warranty Holder first takes or could have taken knowledge of the occurrence of the Warranty Event.

7.2. If the Warranty Holder brings claims against Jungheinrich under the warranty and inspection of the Battery involved by Jungheinrich shows that no Warranty Event has occurred or that Jungheinrich is under no obligation to perform Warranty Services for any of the reasons specified in clause 6, Jungheinrich may require payment of a one-off service fee of 250 EUR (excl. VAT) from the Warranty Holder unless agreed otherwise in a service agreement between the Warranty Holder and Jungheinrich. This will not apply if circumstances made it impossible for the Warranty Holder to ascertain that there no Warranty Event had occurred or the obligation on the part of Jungheinrich to perform Warranty Services was excluded for any of the reasons contained in clause 6.

## 8. Rights and remedies

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

## XI. Assignment

1. The Customer is prohibited from assigning the claims, rights and obligations arising from the agreement with Jungheinrich, under any condition, except with the prior written consent of Jungheinrich and under the conditions determined by Jungheinrich.
2. In addition, Jungheinrich is permitted to use subcontractors, e.g. for the transport of the Goods and accessories to the agreed

location of the Customer for specific maintenance work and for the assembly of Warehouse Racking. Jungheinrich nevertheless remains fully responsible for the correct fulfilment of the Agreement.

## XII. Liability

1. Jungheinrich is only liable for physical injury (such as damage to the life, body or health of a person) in the event of an intentional act or gross negligence on the part of Jungheinrich or one of its agents.
2. Jungheinrich assumes responsibility for product liability in accordance with the mandatory statutory provisions in that respect. Jungheinrich is in no way liable if damage is caused not only due to a defect in the Goods and accessories, but also due to a fault or negligence on the part of the Customer or a person for whom the Customer is responsible.
3. Jungheinrich is only liable for material damages caused by an intentional act, gross negligence or fault on the part of Jungheinrich if these were foreseeable at the time of concluding the Agreement. Jungheinrich is in no way liable for extra-contractual damage.
4. In any case, Jungheinrich's total liability according to Article XII. of these General Terms and Conditions is limited per claim to the amount of the invoice paid by the Customer for the respective delivery, not exceeding the amount of the invoice concerned. In the event of multiple claims, the total liability of Jungheinrich pursuant to this Article XII. per year due to an error or omission on the part of Jungheinrich cannot exceed the total value of all invoices relating to the respective Agreement during that year, insofar as the invoices in question have been fulfilled.
5. Notwithstanding the applicable rules of mandatory law and public order, Jungheinrich's liability, irrespective of the legal reason for the damage, is excluded for indirect or consequential damage (such as, but not limited to, loss of profit and turnover, incurred losses, damage caused by delay, stagnation of business, missed savings, loss of use, production losses, costs for replacement purchases, futile expenses, purely financial losses, such as fines) and in any case limited to the amounts specified in Article XII.4.
6. No provision of these General Terms and Conditions may be interpreted or applied as excluding or limiting the liability of Jungheinrich to the extent not permitted under the applicable law.

## XIII. Health, safety and environment

1. The Customer undertakes to inform the Jungheinrich technicians of the existing safety regulations in advance, as far as these are relevant to the Jungheinrich technicians. The Customer also undertakes to accompany and assist the Jungheinrich technicians as required. Failing this, Jungheinrich can in no way be held liable for non-compliance with the applicable internal safety regulations. If additional training is required, the Customer will inform Jungheinrich of this in good time. The costs for this training, as well as the costs for the provision of Jungheinrich technicians, are to be borne in full by the Customer. The Customer will be liable for damages suffered as a result of failure to provide such training or as a result of the defective nature of such training.
2. Unless otherwise agreed, the Customer is responsible for the processing of all residual products and substances left over from the performance of the Service in accordance with the applicable statutory regulations. The processing costs will be borne by the Customer in their entirety.
3. Unless otherwise agreed in writing, the Customer will be responsible for the appointment and payment of a safety coordinator, if required by law.

4. In the context of the performance of the Services on the Customer's premises, the following applies:
  - a. The Customer undertakes to provide the Jungheinrich employee with a room which meets the requirements imposed by the applicable legislation on the welfare of employees (including the Belgian Codex on Wellbeing at Work). In particular, the Customer will ensure that the working temperature is normal (i.e. at least 16 °C, see Article V.1-3 of the Belgian Codex on Wellbeing at Work) and that sanitary facilities are available.
  - b. The Customer also undertakes to make the necessary personnel and equipment available to Jungheinrich free of charge, in order to enable the latter to carry out its work efficiently. In particular, the Customer will provide the facilities necessary for the Services, such as electricity, water etc. In addition, the Customer will in any case arrange the following in good time: the prompt availability of the Goods; proper and safe access to the workplace, if necessary including outside the working hours customary at the Customer; the presence of permits, insofar as required for the use and/or performance of the work; an unloading location as well as sufficient storage space, covered and lockable insofar as necessary; the necessary energy, water, fuels and lubricants and, unless otherwise agreed, the necessary ladders, scaffolding and other auxiliary materials to be designated by Jungheinrich.
  - c. The Parties explicitly accept that Jungheinrich in no way bears any responsibility with regard to the personnel and/or material provided. The Customer undertakes to fully indemnify Jungheinrich against any claims arising from this.
5. If the Customer does not fulfil the obligations of this article, Jungheinrich is entitled, through third parties as the case may be, to take the necessary measures at the expense of the Customer.
6. Any delay resulting from non-compliance with the obligations of this article will be fully charged to the Customer and is in no way enforceable against Jungheinrich.

#### **XIV. Force majeure**

1. To Jungheinrich, force majeure means circumstances of a factual, legal or other nature - whether foreseeable or not - that through no fault of its own prevent or seriously hinder the timely fulfilment of the Agreement. Such circumstances include: strikes; lockout strikes; production interruptions as a result of machinery breakdown, interruptions in the supply of energy and water or fire etc.; import, export and production bans and other government measures; transport restrictions; failures by suppliers and auxiliary persons; epidemics; pandemics.
2. If a force majeure event occurs on the part of Jungheinrich, Jungheinrich will notify the Customer without delay. The obligations whose fulfilment is prevented by force majeure or seriously hindered for Jungheinrich will be suspended, without any right to compensation arising. If it has been established that the force majeure situation will last longer than thirty (30) full working days, or as soon as the force majeure situation has lasted longer than thirty (30) full working days, each Party will be entitled to cancel the Agreement by registered letter, without any right to compensation arising.

#### **XV. Data protection**

1. Jungheinrich processes personal data in accordance with the General Data Protection Regulation (GDPR). Jungheinrich will also treat personal data confidentially, and will neither process personal data outside the purposes of the Agreement

nor disclose it to third Parties. In particular, Jungheinrich will oblige all employees who have been appointed or who will be appointed in future to keep personal data confidential, and instruct them on data protection, with reference to the penalty and sanction provisions.

2. Further information on data protection at Jungheinrich can be found on the [www.jungheinrich.be](http://www.jungheinrich.be) website.
3. The Jungheinrich trucks are equipped with a so-called telematics box as standard. During the operation of the truck, the box constantly generates telematic data. These are transmitted wirelessly to Jungheinrich. These data include forklift truck operation data (speed, position, lift, lower, operational status), the temperature of individual forklift truck components, the operating hours, fault log etc. Among other things, Jungheinrich uses this telematics data for the design of new rental models, invoicing purposes, technical development and remote services. The Parties agree to the use of these telematics data by Jungheinrich or third Parties with whom Jungheinrich cooperates. The deactivation of the telematics box can be recorded in a separate written agreement at the request of the Customer. A separate, written agreement is also required if the Customer wishes Jungheinrich to collect and process telematics data. The telematics box as described above does not collect or process personal data within the meaning of the GDPR, nor does it forward such data to Jungheinrich. If the Customer links the telematics data with other data that directly or indirectly identifies a natural person (e.g. the driver of a truck), this is the sole responsibility of the Customer.

#### **XVI. Intellectual property and confidentiality**

1. The Customer acknowledges that Jungheinrich remains the exclusive owner of all intellectual property rights relating to the Goods and/or Services and the name and logo under which they are provided by Jungheinrich, and undertakes not to make any claims in respect thereof.
2. The Customer will keep confidential and business information as well as know-how (including prices, discounts and/or specifications offered or agreed by Jungheinrich) of Jungheinrich strictly confidential during the term of the agreement and after termination thereof, and will not disclose the same to any third party in any form whatsoever without the prior written approval of Jungheinrich, and will only use the information known to the Customer of Jungheinrich for the execution of the agreement with Jungheinrich.
3. The Customer may not disassemble, decompile or reverse engineer any Goods, software or other accessories received from Jungheinrich.

#### **XVII. Termination**

1. In the event the Customer does not fulfil (one of) its obligations under the Agreement, Jungheinrich may at any time, at the Customer's expense, take all protective measures it deems necessary to remedy the Customer's negligence.
2. Jungheinrich is entitled to terminate the agreement by registered letter by operation of law and without prior notice of default and, if necessary, to demand the return of the delivered Goods, without prejudice to Jungheinrich's right to (additional) compensation:
  - a. in case of bankruptcy, the commencement of judicial reorganisation proceedings, liquidation or serious degradation of the Customer's creditworthiness, who undertakes to notify Jungheinrich in writing in the aforementioned cases;
  - b. in case the Customer does not fulfil his payment obligations;

- c. in case the Customer is in breach of its obligations under the Agreement, after the Customer has been given the opportunity in writing by Jungheinrich to remedy the breach within a period of eight (8) days and fails to do so.
- 3. In such cases, cancellation will take effect on the first day following the date of dispatch of the registered letter confirming cancellation.
- 8. Unless otherwise agreed between the Parties, all amounts due will be payable without any discount or setoff at the time of order.
- 9. Payments are made via the electronic payment methods offered by Jungheinrich or by advance payment. The Parties may also agree that the Customer can pay by invoice. However, if the Customer is a new customer of Jungheinrich and/or this is refused after a credit check, Jungheinrich reserves the right to demand advance payment.

#### **XVIII. Additional terms and conditions for Jungheinrich PROFISHOP**

1. The Jungheinrich PROFISHOP online store can be accessed via the following link: <https://www.jungheinrich-profishop.be> (hereinafter referred to as the "Site"). The Site was created and is operated by Jungheinrich. The provisions of this Article XVIII. will apply additionally and/or by way of derogation to the sale and delivery of Goods through the Site by Jungheinrich to companies with a delivery address in Belgium and/or Luxembourg. The provisions of this Article will prevail over the other provisions of these General Terms and Conditions in the event of any inconsistency.
2. The placing of any order implies the unconditional acceptance of the General Terms and Conditions. The Customer's acceptance of the present General Terms and Conditions is manifested, among other things, by the input of data into and validation of the electronic order form made available on the Site, as submitted by the Customer.
3. The sale and delivery of Goods through Jungheinrich PROFISHOP is reserved exclusively for professional buyers (companies) with a delivery address in Belgium and/or Luxembourg. As such, Jungheinrich stresses that it does not conclude contracts with consumers in the sense of the law, and that there is no right of withdrawal as a consequence. As such, the acceptance of returns is at the sole discretion of Jungheinrich and the Customer cannot derive any rights from this.
4. The Customer has the option to click the desired Goods on the Site. Any online order can only be processed if the Customer has clearly and fully identified itself.
5. Jungheinrich also accepts orders by e-mail.
6. Agreements between the Customer and Jungheinrich only come into effect if and insofar as Jungheinrich has sent a written order confirmation to the e-mail address provided by the Customer, stating the order number. In all correspondence with Jungheinrich, the Customer must state this order number as a minimum.
7. Immediately upon delivery, the Customer must carefully check the packaging and Goods for damage and/or visible defects. The Customer must get the delivery driver to report any damage and/or visible defects to the packaging and/or the Goods on the consignment note/delivery note (hereinafter "Shipping Document"). If any damage and/or visible defects of the packaging and/or the Goods are not mentioned on the Shipping Document, the Customer can no longer invoke these against Jungheinrich and Jungheinrich will no longer accept any complaints in this respect.

10. In the exceptional case that a consumer purchases Goods via the Jungheinrich PROFISHOP online store, a right of withdrawal of fourteen (14) days applies. Consumers may only exercise their right of withdrawal insofar as the Goods are complete and in the same condition as they were at the time of delivery. All costs associated with the return will be borne by the consumer. Jungheinrich will refund the private consumer fourteen (14) days after the goods have been made available at Jungheinrich's premises.

#### **XIX. Applicable law and jurisdiction**

1. The legal relationship between the Parties, these General Terms and Conditions and the agreements will be governed by the laws of Belgium. The United Nations Convention on Contracts for the International Sales of Goods (CISG) and the provisions of private international law will not apply, to the extent permitted by the applicable law.
2. The Parties will endeavour to resolve any differences of opinion or disputes amicably. If this is not possible, it is agreed that the courts of Leuven will have exclusive jurisdiction over all disputes between the Customer and Jungheinrich.

#### **XX. Final provisions**

1. These General Terms and Conditions and the Agreement between the Parties cannot be amended or modified, unless agreed in writing and signed by the Parties.
2. The nullity of any provision of these General Terms and Conditions will not affect the validity of the remaining provisions of these General Terms and Conditions and will not lead to the nullity of these provisions. The Parties undertake to replace the null and void clause(s) with a legally valid clause or clauses that correspond to the original intention of the Parties and the spirit of the Agreement or come as close as possible to it.

#### **Jungheinrich NV / SA**

Esperantolaan 1 - Haasrode Research Park 1105  
 3001 Leuven (Heverlee) - Tel: +32 (0)16 39 87 11  
[www.jungheinrich.be](http://www.jungheinrich.be) - RLE Leuven - BE 0415.997.465