

# Special terms and conditions of inspection

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## 1. Definitions

For the purposes of these special terms and conditions of inspection, the terms defined in this article shall have the meanings set out herein, both in the singular and in the plural:

**Contract Year:** the year commencing on the commencement date and ending 12 months later, as well as each subsequent 12-month period.

**Inspection:** The visual inspection services carried out by Jungheinrich as described in Article 2.

**Inspection Agreement:** The agreement between the customer and Jungheinrich regarding the Inspection by Jungheinrich.

**Inspection Report:** The written report drawn up by Jungheinrich following the Inspection, setting out the findings regarding the Inspection.

**Racking structure:** The racking structure for the storage of goods, owned by the customer.

## 2. Scope of the Inspection

2.1 The Inspection comprises the following elements:

- Visual inspection from ground level of all uprights, beams or shelves for damage or deformation in accordance with NBN 15635;
- Visual inspection from ground level of the presence of safety pins on a pallet rack from the front;
- Verification of the presence of load signs;
- Verification that the Racking Structure is still assembled in accordance with the configuration indicated on the load sign and applicable legislation;;
- Investigation of the cause of any identified damage, in order to help prevent such damage in the future, for example by adapting certain working methods;
- Any urgent safety risks identified will be reported by email to the responsible person on the day of the inspection, so that appropriate safety measures can be taken immediately.

2.2 The following are excluded from the inspection:

- Carrying out modifications and/or repairs to the Racking Structure;
- Clearing or cleaning the Racking Structure;
- Any other work beyond a visual inspection.

2.3 The findings of the Inspection will be recorded on the (electronic) inspection form.

2.4 Upon completion of the Inspection, an inspection sticker shall be affixed. The affixing of such inspection sticker shall not constitute confirmation that the racking structure is free of defects. It remains the sole responsibility of the customer to take the necessary measures based on the urgent safety risks communicated by email and the Inspection Report..

2.5 The customer acknowledges that the Inspection constitutes a snapshot in time, whereby Jungheinrich can only assess the condition of the inspected areas at the time of the Inspection, and that this does not provide any guarantees for the future.

## 3. Inspection Report

3.1 Within 7 working days of the Inspection, the customer will receive an Inspection Report containing an overview of:

- the checks carried out by Jungheinrich and the areas inspected;
- the condition of the inspected Racking Structure;
- any findings of improper use and recommendations for corrective actions;
- any repairs deemed necessary, including their level of severity and required timeframe for completion.

## 4. Repairs

4.1 The customer undertakes to strictly follow Jungheinrich's recommendations as set out in the Inspection Report and to ensure that the necessary repairs are carried out by a qualified party within the prescribed repair timeframe.

4.2 For any additional assignments, such as repairs, replacements or the supply of parts, Jungheinrich will, at the customer's request, issue a separate quotation.

## 5. Timeframes

5.1 Any indication of the timeframe within which the Inspections are to be carried out and/or the Inspection Reports to be delivered shall be for indicative purposes only. Exceeding such timeframe does not entitle the customer to compensation, nor to any modification of the payment terms and/or the termination or rescission of the Inspection Agreement.

5.2 Jungheinrich reserves the right, in consultation with the Customer, to perform the Inspections over two or more working days.

## 6. Inspection Prices

6.1 Inspections shall be carried out at the agreed prices.

6.2 All prices are exclusive of VAT.

6.3 Jungheinrich reserves the right to adjust the prices for the Inspection on an annual basis. The new prices shall become effective upon notification to the customer. If the customer does not agree to the adjusted prices, the customer shall have the right to terminate the Inspection Agreement unilaterally and in writing within 10 working days following notification of the new prices.

6.4 All tools and materials normally required for the performance of the Inspection shall be supplied by Jungheinrich and are included in the prices. Costs for any necessary equipment that may be required, such as (by way of example) lifting platforms, are not included and shall be borne by the customer.

## 7. Cooperation

7.1 The customer undertakes to make the Racking Structure available in a timely manner and to grant Jungheinrich free access. If necessary, the customer shall provide a lifting platform. Jungheinrich reserves the right to exclude soiled Racking Structures from the performance of the Inspection Agreement.

7.2 The customer undertakes to inform Jungheinrich of any irregularities relating to the Racking Structure.

7.3 The customer shall provide Jungheinrich with all relevant information and documentation related to the Racking Structure.

7.4 If the customer is unable to comply with the provisions of this Article 7, the customer shall inform Jungheinrich in good time and in any event at least 7 working days prior to the scheduled inspection date. In the event of late notification, Jungheinrich shall be entitled to charge waiting time fees and travel expenses.

7.5 The parties expressly agree that Jungheinrich is only obliged to perform an Inspection of the Racking Structure insofar as it is used by the customer in accordance with the requirements, as would be expected of a reasonable and prudent person.

## 8. Term and termination

8.1 The Inspection Agreement shall be concluded for a term of one (1) Contract Year, unless otherwise agreed in writing.

8.2 Unless either Party terminates the Inspection Agreement in writing at least three (3) months prior to the end of the Contract

Year, the Inspection Agreement shall be automatically renewed for successive periods of one (1) Contract Year.

- 8.3 Jungheinrich reserves the right to terminate the Inspection Agreement with immediate effect if circumstances arise that seriously impede its performance or in the event of changes if legal or certification requirements.

## **9 Additional terms**

- 9.1 Jungheinrich's General Terms and Conditions for the Supply of Goods and Services (available at: [General Terms and Conditions | Jungheinrich](#)) shall apply in addition.