

SPECIAL TERMS AND CONDITIONS OF INSPECTION

1. SUBJECT

These Special Terms and Conditions of Inspection apply to every Racking Inspection Agreement concluded between Client and Jungheinrich. Deviations from these Special Terms and Conditions of Inspection must be expressly agreed to in writing between Jungheinrich and Client.

2. DEFINITIONS

The terms defined in this article will have the stated meaning for the application of these Terms and Conditions of Inspection, both in the singular and the plural:

<u>Racking System</u> :	the shelving system for storing goods that belongs to Client.
<u>Inspection Agreement</u> :	the Racking Inspection Agreement concluded between Client and Jungheinrich.
<u>General Terms and Conditions</u> :	the General Terms and Conditions of Jungheinrich which Client acknowledges he is familiar with and accepts.
<u>Terms and Conditions of Inspection</u> :	these Special Terms and Conditions of Inspection.
<u>Inspection Services</u> :	all services performed by Jungheinrich under the Inspection Agreement.
<u>Acceptance Protocol</u> :	the delivery of the Racking System that Jungheinrich has assembled.
<u>Assembly Plan</u> :	the plan that Jungheinrich draws up following the assembly of the Racking System.
<u>Inspection</u> :	the inspection and verification services provided by Jungheinrich, as described in Art.3.
<u>Report</u> :	the report that Jungheinrich draws up following an Inspection with regard to the inspected zones of the Racking System and immediately hands over to Client.
<u>Inspection Protocol</u> :	the detailed report that Jungheinrich draws up following an Inspection with regard to the inspected zones of the Racking System and delivers to Client by post within seven days.
<u>Working Day</u> :	every day, excluding: <ul style="list-style-type: none">▪ Saturdays, Sundays and public holidays.▪ days on which Jungheinrich cannot carry out any activity on account of force majeure, including but not limited to: strikes, lock-outs and accidents.▪ days on which the performance of the Inspection Agreement is suspended due to the fault of Client.

3. INSPECTION

- 3.1 An Acceptance Protocol will be drawn up after the delivery of the Racking System.
- 3.2 The Parties expressly agree that Inspections will then be carried out within the duration of the Inspection Agreement, in periods not longer than a year, following the advices of the European Standard EN 15635.
- 3.3 Client acknowledges and accepts that the Inspection will only consist of a visual check of the accessible and visible components of the Racking System. Jungheinrich shall carry out the following in relation to the zones that are the subject of the Inspection Services:
 - verify whether the relevant European directives are being observed;
 - examine whether the posts and girders display any identifiable buckling or damage;
 - verify whether all the safety pins, as far as visibly checkable, are in place everywhere they should;
 - ensure that the static structure complies with the permitted load as mentioned on the stickers;
 - examine whether the Racking System corresponds to the Assembly Plan (if available);
 - draw up a summarised Report and provide Client with the Inspection Protocol within seven days;
 - put an inspection sticker on the Racking System.

Putting on the inspection sticker does not confirm that the Racking System is free of defects. Client bears sole responsibility for remedying technical defects.

- 3.4 The following services are expressly excluded from the scope of application of the Inspection Agreement:
 - adjusting the Racking Structure;
 - repairing defects;
 - clearing or cleaning the Racking System.
- 3.5 Client is aware that the Inspection only provides a random picture, that Jungheinrich can only examine the condition of the inspected zones as at the time of the Inspection and that this offers no guarantees for the future.
- 3.6 Parties expressly agree that Jungheinrich is only obliged to carry out an Inspection of the Racking System, insofar as this is used by Client in accordance with the manual with due and proper care and insofar as Client conscientiously observes Jungheinrich's recommendations and instructions, as well as the provisions of the Inspection Agreement and the Special Terms and Conditions of Inspection.

4 INSPECTION PROTOCOL

- 4.1 Within seven days of the Inspection, a detailed Inspection

Protocol will be sent to Client, specifying:

- the checks performed by Jungheinrich and the inspected zones;
- the condition of the inspected zones;
- any detected instances of incorrect use of the inspected zones and recommendations to eliminate this incorrect use;
- any essential or urgently needed maintenance and repairs that must be carried out, stating the level of seriousness.

4.2 Client undertakes to return a signed copy to Jungheinrich.

5 REPAIRS

5.1 Client undertakes to promptly follow up Jungheinrich's recommendations, as described in the Inspection Protocol, and to have the necessary repairs carried out by a repairer of its choice within the stipulated period.

5.2 Client shall notify Jungheinrich's inspection department when the repairs envisaged in the Inspection Protocol have been completed and/or when the recommendations have been followed.

6 INSPECTION PERIODS

6.1 Any mention of a period within which the Inspections will be completed is purely indicative. Exceeding this period will not entitle Client to compensation, to amend the payment terms and conditions and/or to cancel or terminate the Inspection Agreement.

6.2 Inspections will be performed on normal Working Days between 9 a.m. and 5 p.m., unless otherwise agreed.

6.3 Jungheinrich reserves the right to split Inspections over two or more Working Days by arrangement with Client.

7 INSPECTION PRICES

7.1 The services for the Inspection as described in Article 3 will be performed at the offered prices.

7.2 All equipment and materials required for the performance of the Inspection will be supplied by Jungheinrich and are included in the prices. Costs for any necessary machines, such as aerial platforms, are not included and are payable by Client.

7.3 All prices exclude VAT and will be invoiced according to the tariff that applies at the time the Inspection Agreement is signed. Jungheinrich nevertheless reserves the right to invoice a higher amount if an increase in salaries or social security charges increases the costs of the Inspection.

7.4 Jungheinrich also reserves the right to set new prices that will become effective, subject to informal notice to Client.

7.5 All possible taxes, levies, costs and charges, for any reason whatsoever, that arise in connection with the Assembly during or after delivery will always be payable by Client.

8 PAYMENT TERMS AND CONDITIONS

8.1 In each case, Inspections will be invoiced to Client upon completion.

8.2 Jungheinrich's general terms and conditions of sale and delivery, of which Client confirms having received a copy, apply to this agreement and all invoices drawn up by Jungheinrich.

9 ACCEPTANCE OF THE INSPECTION

9.1 Client shall sign the Report on completion of the

Inspection.

9.2 If Client refuses to sign the Report, without detailing its objections thereto, all statements in the Report will be deemed to have been accepted by Client.

9.3 The Parties accept that other objections can moreover only be considered if they are lodged by registered letter or fax within three days of signature of the Report and insofar as they are very detailed and precisely described.

9.4 Lodging a complaint does not release Client from its payment obligation. If Client nevertheless defaults on payment without registered notice of its objections, Jungheinrich will be entitled to suspend all services, notwithstanding its right to arrears interest and compensation.

10 COOPERATION

10.1 Client undertakes to keep the Racking System available on time for the Inspection. Client shall provide Jungheinrich with unrestricted access during the performance of the services and provide the necessary premises. These premises must be adequately and continuously lighted. If necessary, Client will provide an aerial platform.

10.2 Client also undertakes to keep the components of the Racking System to be inspected completely unrestricted, impeccable and clean. Jungheinrich reserves the right to exclude dirty Racking Systems from the performance of the Inspection Agreement, as well as to charge any waiting fees and travelling expenses.

10.3 Client undertakes to notify Jungheinrich about any irregularity concerning the Racking System.

10.4 Client shall also provide Jungheinrich with all required information and accompanying documents relating to the Racking System to be inspected.

10.5 If it is not possible to comply with the conditions of the current Article 10, Client shall notify Jungheinrich hereof in due time and in all respects at least seven working days before the date of the scheduled Inspection, failing which Jungheinrich will be entitled to charge waiting fees and travelling expenses.

11 LIABILITY FOR INSPECTIONS

11.1 Jungheinrich undertakes to carry out the Inspections under the Inspection Agreement according to the rules of the art and current technology.

11.2 Notwithstanding the application of mandatory statutory provisions in this regard, Parties expressly agree that Jungheinrich may only be held liable in the event of demonstrated serious error or intent and then only insofar as affirmative proof is provided of the causal nexus between the serious error or intent and the damage suffered.

11.3 In the event of such liability, Parties expressly accept that Jungheinrich may only be held liable for damage that is a direct consequence of the demonstrated serious error or intent and for an amount that does not exceed that of the invoices paid by Client in the performance of the Inspection Agreement.

11.4 Jungheinrich will not bear liability in any way whatsoever for any indirect damage, such as loss of income, customers, etc.

11.5 Client expressly accepts that no liability can exist with regard to Jungheinrich under this agreement.

11.6 All recourse will lapse:

- if Client introduces changes or has changes introduced to the Racking System without Jungheinrich's consent;
- if it is irrefutably established that the damage is not due to an error by Jungheinrich;
- after written notice of termination of the Inspection Agreement by Client;
- if Client does not follow the instructions of the system designer or Jungheinrich's recommendations in relation to load and weight distribution, among other things, or does not manage and maintain the Racking System with due and proper care;
- if Article 5.1 and Article 10 of the Inspection Agreement are not observed.
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The current Special Terms and Conditions of Inspection are also available in Dutch and French upon simple request.

12 EARLY TERMINATION

12.1 Jungheinrich will be entitled to terminate the Inspection Agreement by means of a registered letter by operation of law and without any prior notice of default:

- a. in the event of bankruptcy, liquidation or serious damage to Client's creditworthiness, of which Client undertakes to notify Jungheinrich in writing;
- b. if Client does not fulfil its payment obligations and/or its obligations under Articles 9 and 10;
- c. if the Inspection is considerably impeded by changes implemented on Client's initiative, or on account of the connection of hardware or software that Jungheinrich has not supplied.

The Inspection Agreement will come to an end on the first day following the date of posting of the registered letter that records the termination.

12.2 Any cancellation or termination of this Inspection Agreement must take place by registered letter.

13 GENERAL

13.1 The Inspection Agreement may only be amended by means of a written agreement, duly signed by Jungheinrich and Client.

13.2 The invalidity of any provision of the Inspection Agreement will not have any effect on the validity of the remaining provisions of the Inspection Agreement and will not lead to the invalidity of these provisions.

13.3 Client acknowledges having read the Inspection Agreement and declares acceptance of all provisions, conditions and prices.

13.4 Client undertakes to notify Jungheinrich in writing of any change of address and/or legal form.

13.5 Jungheinrich is entitled to assign its rights and obligations under the Inspection Agreement to third parties.

14 APPLICABLE LAW & JURISDICTION

14.1 Only Belgian law applies to the Inspection Agreement and the legal consequences arising from it.

14.2 All disputes that may arise from the Inspection Agreement will fall under the exclusive jurisdiction of the district courts of Leuven.