

# General Terms and Conditions of purchase

Version June 2023 - version 1.0

## I. Definitions and scope

1. These General Terms and Conditions of purchase (hereinafter referred to as: "**General Terms and Conditions**") shall apply to and form an integral part of all (future) agreements for the delivery of goods and/or provisions services between the supplier (hereinafter referred to as "**the Supplier**") and the limited liability company Jungheinrich with its office at Esperantolaan 1, 3001 Leuven (Heverlee), Belgium and company number 0415.997.465 (RLE Leuven), (hereinafter referred to as: "**Jungheinrich**"). Jungheinrich and the Supplier are hereinafter referred to jointly as "**the Parties**", or separately, "**the Party**".
2. These General Terms and Conditions shall apply if and to the extent that no other terms and conditions have been agreed in the individual agreement. Any delivery of goods or commencement of the provision of services by the Supplier shall constitute evidence of unreserved acceptance of these General Terms and Conditions.
3. The Supplier acknowledges having received a copy of these General Terms and Conditions and accepts the contents without reservation. Other terms and conditions appearing on the order form, in correspondence or other documents from the Supplier do not have any legal effect vis-a-vis Jungheinrich. Additional or different terms and conditions can only be agreed in writing between the Parties.
4. Deviation from these General Terms and Conditions is only possible if and to the extent the Parties agree in writing.
5. In case of an existing business relationship, these General Terms and Conditions shall also apply to all future agreements or transactions with the Supplier, unless other terms and conditions are expressly agreed upon.

## II. Conclusion of agreement

1. Quotes and estimates will not be reimbursed and do not create any obligation on the part of Jungheinrich.
2. Quotes and estimates of a Supplier shall be considered irrevocable and binding on the Supplier unless expressly agreed otherwise.
3. Only a written agreement between the two Parties can count as an agreement. Jungheinrich will not be liable to pay any compensation to the Supplier if the latter were to start execution of the delivery of goods and/or services for the agreement.
4. Jungheinrich will order the goods and/or services by means of an order form. Unless the Supplier refuses on the next working day after the date of its receipt, it shall be deemed to have agreed to the order form.
5. Jungheinrich may request to change the size/scope/provisions of the supplies of goods and/or services even after conclusion of the agreement, provided that the requested changes are reasonable for the Supplier. In making this change to the agreement, both Parties should give due consideration to the consequences, especially if this change affects costs and delivery times.

## III. Prices, terms and conditions of payment

1. Jungheinrich will pay the Supplier compensation as stipulated in the order form. Unless expressly stated otherwise, the price is fixed and includes all costs and expenses (including but not limited to transport, loading and unloading at the place of delivery, packaging, insurance, etc.) required to supply the products and/or services as stipulated in the agreement. Price increases are not accepted. Price increases must be individually agreed upon in advance and in writing.
2. A payment term of sixty (60) days at the end of the invoice date is agreed, unless expressly stipulated otherwise.
3. Payments shall not constitute acknowledgement that the agreement has been correctly executed, nor acceptance of delivery, in particular that the goods and/or services supplied are free of defects, nor acknowledgement that the deliveries and services have been correctly invoiced.
4. All invoices should include at least the following information:  
Jungheinrich NV  
Esperantolaan 1  
Research Park Haasrode 1105  
3001 Leuven (Heverlee)  
VAT: BE0415.997.465  
All invoices should be sent electronically to [invoice0049@jungheinrich.be](mailto:invoice0049@jungheinrich.be). Any invoice that does not meet these requirements cannot be processed and consequently shall not be paid.
5. Jungheinrich shall not be in default of payment until it has received notice of default by registered letter from the Supplier.
6. Delayed interest can only be charged after the Supplier has given Jungheinrich written notice of default.

## IV. Assignment, set-off and lien

1. The Supplier may not assign the rights and obligations under the agreement with Jungheinrich to third parties without Jungheinrich's prior written consent.
2. The Supplier shall immediately notify Jungheinrich in writing of any assignment of the agreement under the law and of any change in its trade name.
3. The Supplier may only offset claims that are undisputed or confirmed by a court judgment. The Supplier has a possessory lien if the claim as a result of which the lien is exercised has its origin in the same contractual relationship.

## V. Subcontracting

1. The rights and obligations of the Supplier are *intuitu personae*. The Supplier shall not be entitled to subcontract its rights or obligations under the agreement without Jungheinrich's prior written consent.
2. The Supplier bears all responsibility for its subcontractors. The fact that the Supplier entrusts all or part of its obligations to a third party does not release the Supplier from its liability vis-a-vis Jungheinrich.

## **VI. Delivery, acceptance, transfer of risk and ownership**

1. Delivery shall take place at the delivery address, as to be determined by Jungheinrich, for the account and risk of the Supplier (incoterm DDP, Incoterms® 2020). The Supplier shall be obliged to package and adequately insure the goods to be delivered at its own expense. Environmentally friendly packing materials are to be given preference. Any loss, damage or other disadvantage arising from non-compliance with this provision shall be borne by the Supplier. Unless otherwise agreed, the Supplier shall take back the transport packaging free of charge.
2. Goods being delivered to the delivery address shall be accompanied by a delivery note indicating the order number, the date of the order, the quantity and our material number. The numbers, weights and dimensions determined by Jungheinrich when checking incoming goods are final.
3. The agreed delivery date is binding on the Supplier. Deviations are possible only after Jungheinrich's prior written approval.
4. Without prejudice to the provisions of the aforementioned paragraph 3, the Supplier is obliged to immediately notify Jungheinrich in writing of expected delays in delivery. If Jungheinrich accepts a delayed or partial delivery of goods/services, this shall in no way mean that it waives one or more of its rights in the event of late or partial delivery of goods/services. Jungheinrich shall be free to demand performance of the agreement or to declare the agreement terminated immediately and by operation of law. In either case, Jungheinrich is entitled to agreed damages of 0,5 per cent of the total contract price for each started day by which the deadline has been exceeded, up to a maximum of 20 per cent, without prejudice to its right to claim compensation for all proven damages instead. For service or rental agreements, the total contract price is calculated as follows: monthly or periodic (rental) price due x contract term.
5. The Supplier shall bear the risk of loss or damage until the actual delivery of the goods specified in the agreement at the destination. If the parties have agreed on delivery, including installation/assembly/service, the risk of loss or damage shall pass to Jungheinrich after the installation/assembly/service has been properly carried out in accordance with the agreement and after handover of the goods.
6. Signature or acceptance of a delivery note or similar document does not constitute acceptance of the products and/or services.
7. Jungheinrich shall have a reasonable time, but not less than ten (10) working days after delivery, to inspect the delivered goods and/or services prior to acceptance.
8. Jungheinrich is not obliged to accept an incomplete delivery.
9. Deliveries in excess of the quantities specified by Jungheinrich may be returned to the Supplier. The Supplier shall retrieve the excess at its own expense, but no later than on a date reasonably determined by Jungheinrich. However, Jungheinrich reserves the right, at its discretion, to accept, in whole or in part, the over-delivered goods and/or services.
10. If goods are delivered earlier than agreed, Jungheinrich reserves the right to return them at the Supplier's expense. If prematurely delivered goods are not returned, they will be stored by us at the Supplier's expense and risk until the agreed delivery date. If goods are delivered early, Jungheinrich reserves the right to pay for them only on the agreed payment date.
11. The acceptance of the delivered goods and/or services by Jungheinrich does not cover any hidden defects under any circumstances.
12. In case of delivery of non-conforming goods and/or services, Jungheinrich shall be entitled, at its discretion and without prejudice to its other rights and remedies, to either:

- Refuse certain of these goods and/or services;
- Demand that the goods and/or services be brought into conformity, at the same prices and conditions as stipulated on the purchase order, by repair or replacement within the time limit that will be set by Jungheinrich to the Supplier; or
- Obtain a suitable price discount in relation to the goods and/or services.

13. Ownership is transferred on delivery of the goods. Any clause delaying the transfer of ownership or containing any reservation to such transfer has no legal effect vis-a-vis Jungheinrich. The unilateral inclusion of a retention of title clause in the general terms and conditions or any other document of the Supplier has no legal effect vis-a-vis Jungheinrich and can only legal effect with Jungheinrich's written consent.

## **VII. Quality of delivered goods / services rights in case of defects**

1. The Supplier guarantees that the contractual deliveries and services strictly and fully comply with the specifications and the agreed technical data, are manufactured from the materials agreed or specified in the documentation, are free of design, material and manufacturing defects, fully perform the agreed functions and have no defects that negate or diminish their value or suitability for the customary or contractually foreseen use. If no materials have been agreed, the contractual deliveries must be made with the most suitable materials and services rendered must comply with the highest standards. The Supplier further guarantees that the deliveries and services comply with all applicable legal and official provisions, accident prevention regulations, recognised quality requirements and the latest state of the art.
2. Prior to delivery of the goods, the Supplier must verify whether, and prove to Jungheinrich that, the aforementioned requirements have been met by means of suitable quality checks carried out in accordance with the latest state of the art.
3. The Supplier shall enter into a quality assurance agreement with Jungheinrich if they deem it necessary.
4. The Supplier is obliged to provide a warranty on the goods and/or services of at least two (2) years from delivery, subject to any other warranty period agreed in writing between Jungheinrich and the Supplier.
5. This warranty period shall be suspended and extended by the duration of the suspension for as long as the delivered goods or services are defective.
6. During the guarantee period, the Supplier guarantees an immediate and entirely free repair of the delivered goods or services, unless it proves that the defect in the goods or services is solely attributable to Jungheinrich. The Supplier shall bear all assembly, disassembly and transport costs. In urgent cases or in case of delay, Jungheinrich may repair those defects itself or have them repaired and recover the costs from the Supplier, provided it has given the Supplier prior notice of this intention.
7. Any replaced or repaired good or part of a good shall be covered by a new warranty with the same duration as specified above.
8. However, in the event of a serious defect, Jungheinrich may also choose to demand a price reduction or decide to consider the agreement terminated by operation of law, without prior notice of default.
9. In addition, Jungheinrich shall in all cases be entitled to compensation for all damage caused by the defect and the Supplier shall indemnify Jungheinrich against any claims for damages brought by third parties.
10. Under Article 1792 of the Old Belgian Civil Code, the Supplier is liable for ten (10) years for defects that adversely affect the construction or suitability of the works performed.

11. Defective goods or parts remain at Jungheinrich's disposal until they have been replaced with perfect goods or parts. However, if the goods are no longer usable as a result of the defect or if the defect renders the goods unsuitable for the use for which Jungheinrich had intended them, the Supplier undertakes to make a replacement device or solution available to Jungheinrich free of charge until the defective goods or parts have been replaced with perfect goods or parts.

#### **VIII. Liability**

1. The Supplier shall be solely and fully liable for any damages, claims, losses or costs, directly or indirectly, caused by the Supplier and/or any of its appointees, whether through negligence, breach of contract, tort or otherwise, under or in connection with the agreement.
2. The Supplier hereby agrees to reimburse and indemnify Jungheinrich and/or its managers, directors, employees etc. in full for any loss, liability, costs or damages (including, but not limited to, the costs of investigation, defence, litigation and attorneys' fees) of any nature whatsoever that Jungheinrich and/or its managers, directors, employees etc. may suffer as a result of any negligence, breach of contract, tort or other, under or in connection with the agreement, caused by the Supplier and/or any of its appointees.
3. The Supplier shall indemnify Jungheinrich against any third party claims.
4. Any limitation or restriction provided under the Supplier's insurance policies shall not affect the Supplier's obligation to compensate Jungheinrich in full in accordance with this Article VIII.

#### **IX. Insurance**

1. The Supplier shall, at its own expense, take out a liability insurance with adequate cover for damages for which it or its subcontractors or agents, for which the Supplier is also liable, are responsible. The Supplier shall submit proof of the extent of insurance cover for each claim to Jungheinrich upon request.
2. The Supplier shall mark the objects it uses at Jungheinrich that remain its property and shall take out adequate insurance, with waiver of recourse against Jungheinrich.
3. The Supplier shall take out work accident insurance with adequate cover for its employees in accordance with applicable legislation and with a waiver of recourse against Jungheinrich. The Supplier must have this waiver of recourse included in the policy by its insurer. In addition, the Supplier undertakes to require its subcontractors to take out occupational accident insurance with adequate cover for their respective employees (i.e. the subcontractor's employees) in accordance with applicable laws and with a waiver of recourse vis-a-vis Jungheinrich. The Supplier warrants that its subcontractors will have this waiver of recourse included in their policies by their respective insurers.

#### **X. Termination, dissolution**

1. Jungheinrich may unilaterally cancel the contract at any time provided it compensates the Supplier for what has already been duly delivered or performed and for the cancellation costs proven by the Supplier. Lost profits shall not be reimbursed.
2. If the Supplier is in serious breach of its contractual obligations, Jungheinrich may, by operation of law, dissolve this agreement and all orders in progress and/or already placed, by registered letter, without prejudice to its right to compensation. Serious shortcomings shall include, but not be limited to, repeated non-compliance with the guarantee obligation, non-compliance with safety regulations, non-payment of its social security, fiscal

or wage debts, not having (or no longer having) the necessary permits or authorisations, the use of personnel who do not have (or no longer have) the required approvals, permits or authorisations, events that undermine the creditworthiness of the Supplier (e.g. bankruptcy) or that make the successful execution of the works uncertain.

3. If the Supplier has received any documents, reports, plans or drawings from Jungheinrich in connection with, or for the purpose of, executing the agreement, the Supplier shall return them to Jungheinrich without delay if the contract is terminated by Jungheinrich. These requirements also apply if the agreement is dissolved.

#### **XI. Customs**

1. The Supplier ensures that it is either an Authorised Economic Operator (AEO-F or AEO-S) or that it meets the following requirements for supply chain security:
  - goods manufactured, stored, transported, delivered to, or received by the latter on behalf of Jungheinrich are manufactured, stored, processed or handled, and loaded at secure manufacturing and shipping facilities;
  - protected against unauthorised access during manufacture, storage, handling or processing, loading and transport;
  - the personnel used for the production, storage, handling or processing, loading, transport and receipt of the merchandise is reliable (within the meaning of Article 24(1) of Regulation (EU) No 2015/2447);
  - trading partners acting on behalf of the Supplier are informed that they too must take measures to ensure the aforementioned supply chain.

#### **XII. Approvals and licences, personnel, social security and fiscal debts**

1. The Supplier shall hold all approvals and licences legally required for the execution of the agreement. The Supplier shall immediately inform Jungheinrich of any change. If difficulties arise in this respect as a result of negligence on the part of the Supplier, Jungheinrich reserves the right to terminate the agreement by operation of law and to recover from the Supplier any additional costs incurred as well as any penalties.
2. Without prejudice to Jungheinrich's rights and obligations under the legislation on joint and several liability for social security and fiscal debts and wage debts of a (sub)contractor, Jungheinrich shall require the Supplier to provide it with a certificate regarding the social security and fiscal debts and wage debts of the Supplier and/or its (sub)contractors. Jungheinrich reserves the right to terminate the contract, if necessary, with immediate effect and without any costs, and to recover from the Supplier all costs and any penalties it may have incurred as a result of the aforementioned legal system of joint and several liability for social security and fiscal debts or wage debts of the (sub)contractor.
3. The Supplier must carry out the works with sufficient and qualified personnel. By accepting these General Terms and Conditions, the Supplier confirms that each staff member is at least eighteen (18) years old, holds all legally required licences, permits and certificates and shall comply with all health, safety and environmental regulations. Each staff member shall have to demonstrate that they are aware of and understand the above. Every staff member must be able to communicate in one of the following four languages: Dutch, German, English or French. If personnel of the Supplier or its (sub)contractors fail to comply with these terms conditions, Jungheinrich shall have the right to (i) refuse or withdraw access to the factory site at no cost, in

which case Jungheinrich shall notify the Supplier or its agent so that it can take the necessary measures, and/or (ii) terminate the agreement with immediate effect and at no cost, and to recover from the Supplier all costs and any penalties that Jungheinrich may have incurred as a result of the personnel's failure to comply with these conditions.

4. The working clothes of the Supplier's personnel must clearly display the name of its company.
5. There will be no direct employment relationship between the Supplier and/or its personnel on the one hand and Jungheinrich on the other.
6. Any violations as determined by the competent inspection services of the National Social Security Office and/or the FPS Employment, Labour and Social dialogue and/or brought to Jungheinrich's attention in any other manner shall be considered a serious breach within the meaning of Article X. of the General Terms and Conditions.
7. The Supplier shall indemnify Jungheinrich against all possible financial consequences - including but not limited to wages, holiday pay, premiums, social security contributions, interest, payroll tax, premium surcharges, default interest and repatriation costs - that could arise as a result of the employment of an employee, including any criminal and/or administrative fine. The parties declare that all legal costs and defence costs incurred by Jungheinrich to defend itself in the event of a dispute regarding the Supplier's employment of employees on Jungheinrich's site shall be reimbursed by the Supplier when requested. Jungheinrich shall always be entitled to deduct the amounts due by Jungheinrich under this Article from any payment due to the Supplier or to transfer payments due to the Supplier directly to the relevant authorities.

### XIII. Non-disclosure and intellectual property

1. The Supplier shall not disclose any know-how, technical, scientific, commercial and other information, which it obtains directly or indirectly within the context of the agreement, and in particular the information contained in Jungheinrich's documents (including but not limited to: illustrations, drawings, calculations, etc.) (hereinafter referred to as: **"Confidential Information"**). The Supplier may not use Confidential Information for commercial purposes, make it the subject of industrial property rights, pass it on or make it accessible to third parties in any way, or use it for any purposes other than the execution of the agreement. This obligation is subordinate to any disclosure obligations of a legal, judicial or official nature. The aforementioned non-disclosure obligation shall remain in force for a period of ten (10) years after termination of the agreement.
2. This non-disclosure obligation does not cover information that is lawfully in the Supplier's possession prior to its disclosure by Jungheinrich, or that has lawfully become public knowledge or has been lawfully obtained from a third party. Also excluded from this non-disclosure obligation is information communicated to persons who are subject to a legal duty of confidentiality, whereby the Supplier may not release such a person from their non-disclosure obligation. The burden of proof for such an exception is on the Supplier.
3. The aforementioned documents and Confidential Information provided to the Supplier shall remain Jungheinrich's property and may be reclaimed at any time, in which case the Supplier shall immediately return them. In any case, they should be returned to Jungheinrich automatically free of charge as soon as they are no longer required for the execution of the agreement.

4. Each Party retains exclusive ownership of its own existing intellectual property rights. Any information, materials or data provided by Jungheinrich to the Supplier pursuant to the agreement is and shall remain Jungheinrich's property.
5. If, for Jungheinrich, the use of the existing intellectual property rights of the Supplier or the Supplier's Personnel is necessary and/or useful for the operation, use and sale of the developments, the Supplier shall grant a non-exclusive, royalty-free, worldwide licence to Jungheinrich - and shall ensure that any relevant person or entity, including third parties and the Supplier's Personnel, grants such licence to Jungheinrich - to use all existing intellectual property rights of the Supplier or the Supplier's Personnel, as well as all third party intellectual property rights used by the Supplier and relating to the Developments, to the extent and for as long as necessary for that purpose.
6. The newly developed intellectual property rights (i.e. any inventions, patents, know-how, design rights, processes, copyrights (including computer software), trademarks or other intellectual property rights relating to the agreement and exclusively developed and generated by either Party in connection with and/or during the performance of the agreement. Hereinafter referred to as: **"Newly Developed Intellectual Property Rights"**) become Jungheinrich's exclusive property.
7. To this end, the Supplier shall transfer - and shall ensure that any relevant person or entity, including third parties and the Supplier's Personnel, transfers such rights - all Newly Developed Intellectual Property Rights relating to the work results of the agreement to Jungheinrich, or its appointee, with full warranty of title and free from third party rights.
8. The Newly Developed Intellectual Property Rights are irrevocably and exclusively transferred to Jungheinrich for the entire period of protection and for the whole world. The Newly Developed Intellectual Property Rights are immediately transferred to Jungheinrich, from the creation of the rights, in the most comprehensive manner possible as permitted by law, and without any payment other than those expressly due under the agreement.
9. To the extent permitted by law, the Supplier waives the exercise of its moral rights and guarantees that the Supplier's personnel will do the same. Thus, the Supplier shall not oblige Jungheinrich to specify its name on or in connection with the work results and will not oppose any changes Jungheinrich wishes to make.

### XIV. Data protection

1. The Supplier undertakes to process personal data in accordance with the General Data Protection Regulation (hereinafter referred to as: **"GDPR"**), the applicable national implementing regulations and all other relevant data protection regulations, to keep such personal data confidential and not to process them for purposes other than those of the agreement in question. The Supplier may only disclose personal data to third parties if this is necessary for the execution of the agreement or if it is required to do so by law. If subcontractors are required for the execution of the agreement, they too are obliged to comply with the GDPR.
2. To ensure the confidentiality, availability and integrity of personal data provided by Jungheinrich, the Supplier shall take technical and organisational measures to the extent required by relevant data protection regulations. In particular, all current and future employees are obliged to keep the data confidential and are only granted access to the personal data to the extent necessary for the performance of the relevant agreement (need-to-know principle).

3. The Supplier must transfer their privacy policy to Jungheinrich before any processing of personal data takes place.

#### **XV. Security**

1. The Supplier shall take all necessary security measures to ensure security in general. In particular, the Supplier shall ensure the safety and health of the persons involved in the performance of the delivery. In this regard, the Supplier shall take all appropriate preventive measures, in accordance with the legislation on employee welfare (in particular the Codex of 28 April 2017 on welfare at work).
2. The Parties shall comply with their legal obligations on employee welfare when performing the delivery. To this end, the Parties will exchange all necessary information, cooperate appropriately and coordinate their tasks. Jungheinrich will provide the Supplier with all necessary information for the attention of its employees regarding the risks and measures applicable to the performance of the services on Jungheinrich's site. The Supplier undertakes to observe the safety regulations as they apply on Jungheinrich's site and to have them observed by its appointees and employees.

#### **XVI. Provision of spare parts**

1. For those parts that are necessary for the proper use of the goods and services delivered at no additional cost, the Supplier shall be obliged to maintain a stock or ensure their availability at its own expense for at least ten (10) years after the last delivery; the Supplier guarantees that it will fulfil this obligation.
2. Upon reasonable notice before the end of the period for which the Supplier guarantees the supply of spare parts in accordance with the aforementioned paragraph, the Supplier shall offer to produce a sufficient quantity of such spare parts to enable Jungheinrich to maintain an adequate stock.

#### **XVII. Applicable law and jurisdiction**

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

#### **XVIII. 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 shall not affect the validity of the remaining provisions of these General Terms and Conditions and shall 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.