

## GENERAL TERMS & CONDITIONS OF AFTER SALES

### 1. Definitions

- 1.1 Jungheinrich Lift Truck India Private Limited is hereinafter referred to as the "Contractor" which expression shall include its successors in title.
- 1.2 The person or entity whose order for work and services (as defined in clause 1.4 below) is accepted by the Contractor is hereinafter referred to as the "Customer" whether or not expressly referred to in other documents of sales, purchase invoices or delivery notes issued by Customer or Contractor.
- 1.3 "Contract" means the agreement made between the Customer and the Contractor and referred to in clause 2.1 herein, for work and services, including consultancy services and other contractual services comprising the terms set out in the Contractor's offer and these Terms and Conditions.
- 1.4 Full Service Agreement: A service product that covers fixed cost repairs and maintenance solution customised to customer requirements.
- 1.5 Preventive Maintenance Agreement: A service product that provides scheduled maintenance solution customised to customer requirements.
- 1.6 Normal working hours: Monday to Friday 08:00 AM to 06:00 PM hours
- 1.7 "Equipment" shall include any goods, equipment, machine or part thereof and any attachments or fittings or replacements or any other things object of the works and services under this Contract.
- 1.8 "Rules and Regulations" means any written laws, legislation, regulation, by-law or other similar instrument, including any amendment thereto or re-enactment or replacement thereof.
- 1.9 "Terms & Conditions" means these General Terms & Conditions of Sales.

### 2. Acceptance

- 2.1 The signed offer by the Buyer or the order, in any form of communication for the sale of Equipment shall be construed and deemed as an express acceptance of these Terms and Conditions and together shall be known as the "Contract".
- 2.2 Any variations or purported variations of these Terms and Conditions shall be deemed to be of no effect unless otherwise agreed in writing by an authorize representative of the parties.
- 2.3 In case individual terms of the Contract should become partly or wholly invalid due to governmental law, regulation, order or action, and If no mutual agreement concerning such replacement can be reached, Seller shall have the option to either accept the invalidation thereof and keep the remainder terms of the Contract in force or be entitled to terminate the Contract by written notice to the Buyer.

### 3. Price Revision

The Service rates may be reviewed maximum once in a calendar year following good faith negotiations between the Parties if there are any material changes in circumstances, including but not limited to the leasing volume, service package, inflation, significant fluctuations in raw material prices, transport cost etc. Any changes in service rates must be mutually agreed in writing by the Parties.

### 4. Scope of servicing

- 4.1 During the scheduled preventive maintenance, the Contractor's staff will carry out inspections and make adjustments based on each equipment's factory-recommended maintenance checklist.
- 4.2 Lubricants and cleaning material to be procured by Customer.
- 4.3 Hydraulic fluid(s) and other consumable items will be replenished as necessary during maintenance and charged to the Customer accordingly.
- 4.4 Repair of existing or new equipment defects or malfunctions will not be carried out during maintenance.
  - 4.4.1. Any defective parts or malfunctions found during servicing will be reported to the Customer, a repair quotation for parts and labour will be provided.
  - 4.4.2. Due to the Service Engineer's prior commitments, a separate appointment may need to be scheduled to carry

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CIN No.: U35204MH2012FTC227265 GST No.: 27AACJ7808G1ZH

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out any agreed repair works. This shall not exceed later than 2 working days.

## 5. Repairs

- 5.1 The Labour rates that apply to repairs carried out either at the Customer's worksite or at the Contractor's workshop shall be stipulated in the Contractor's offer.
- 5.2 Services are charged on day basis
- 5.3 Where the Customer's equipment must be repaired in the Contractor's workshop, the Customer shall bear all transport-related costs.
- 5.4 The Contractor reserves the right to engage third-party service providers to carry out repairs on the Customer's equipment.
- 5.5 For Full Service agreement, the prices in the Contractor's offer are to attend on call repair at normal working hours during the contract period and must not exceed the operating hours per annum stated in the Contractor's offer. The prices are only applicable for maintenance and repair carried out during normal working hours.

## 6. Exclusions

The following listed items are excluded from all Full Service and Preventive Maintenance agreements, but can be provided as additional services on customer owned trucks:

- a) The cost of repairing any fault or damage deemed to have been caused accidentally, negligently, or maliciously.
- b) The overhaul or replacement of chassis or mast assemblies.
- c) The overhaul or replacement of engines or transmissions.
- d) The maintenance, repair or replacement of traction batteries or chargers.
- e) The repair of faults attributed to faulty or end of life traction batteries.
- f) The maintenance or repair of Jungheinrich supplied attachments or accessories as defined by both parties.

## 7. Terms of payment

- 7.1 The Customer shall make the payment within the credit terms specified in the Contractor's offer from the date of the Contractor's invoice. Unless otherwise provided in the Contractor's offer, if the Customer fails to make full payment on the due date then, without prejudice to any other right or remedy available to the Contractor, the Contractor shall be entitled to:
  - (a) Cancel the Contract or suspend any further works or services to the Customer;
  - (b) Appropriate any payment made by the Customer to such services (or Equipment supplied or sold under any other contract between the Contractor and the Customer) as the Contractor may consider fit (notwithstanding any purported appropriation by the Customer); and
  - (c) Charge the Contractor interest (before and after any judgment) on the amount unpaid, at the rate of 1.5% per month of the unpaid portion of the Contract price, until payment in full is made.
- 7.2 Contractor reserves the right, among other remedies, either to terminate the Contract or to suspend further services under it in the event and for such time as Customer fails to pay for any goods when payment is due.

## 8. Committed service response lead time

- 8.1 Response and cut off time shall be stated in the Contractor's offer. Priority based dispatch system according to severity/urgency of breakdown will be assessed and response time for urgent cases will be faster as agreed by both parties.
- 8.2 All repairs will have to be attended within 2 working days upon breakdown call being placed. Unless if breakdown required extended repair, than the repair will have to be completed within a period of no more than 7 working days. (Repairs due to accidents, damages due mishandling, misused or negligence on the machine are not falling under this scope)
- 8.3 Contractor is entitled to invoice separately for the costs of wasted travel time or unreasonable waiting times on site, according to the current after sales service price list.
- 8.4 Should the Customer agree on performance times outside of regular working hours, the Customer shall bear the additional costs.
- 8.5 In the event of unforeseen operational disabilities, such as strikes, work absences due to the short-term illness of specialist employees, delay in delivery or performance by suppliers, government intervention, the action of force

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majeure, in the event of industrial disputes as well as the occurrence of circumstances for which Contractor is not responsible, the period of performance (response times, appointment) shall be extended by a reasonable time; this shall also apply if such circumstances occur after Contractor is in default.

#### **9. Liability and risk**

- 9.1 Preventative maintenance servicing does not eliminate the possibility of equipment failures occurring nor does scheduled servicing by the Contractor substitute regular maintenance by the Customer. The maintenance tasks, for which the Customer is responsible, can be found in the relevant equipment user manual or maintenance checklist.
- 9.2 This Contract does not constitute a warranty – either expressed or implied. The Contractor will not be liable to the Customer for any indirect, special, consequential, incidental or other damages even if such damages are foreseeable or not (whether for loss of profit or otherwise), loss, cost, expenses or other claims that arise out of or in connection with preventive maintenance servicing, repairs, breakdowns or use of the equipment by the Customer during and after the period of this Contract. The Contractor's entire liability in respect of the services and/or parts supplied under the Contract shall in any case be limited to the total value of the Contract in respect of which damages are claimed.

#### **10. Termination Clause**

- 10.1 Preventive Maintenance Agreements may be terminated by either party prior to expiry of its initial terms or any renewal thereof by providing written notice 30 days to the other party.
- 10.2 Under Full Service agreement and further agreement types, if the Customer elects to terminate the Contract for whatever reason and / or before the expiration of the Contract and / or during the Contract period, the customer shall forthwith upon written demand by the Contractor pay to the Contractor the following amount:
- (a) Agreement/Contract amount due or owing, if any, at the time of such termination,
  - (b) 75% of the residual Contract value if terminated.
  - (c) Any other outstanding sums due & unpaid at time of termination.

#### **11. Entire Agreement**

- 11.1 The entire agreement between the parties with respect to the sales of the Equipment and its delivery is contained in the Contract and all previous understandings, agreements, representations or warranties, expressed or implied which are not expressly contained in this Contract are superseded.
- 11.2 These Terms and Conditions likewise apply to all future transactions with the Buyer regarding the products listed in the Seller's offer and signed by the Buyer, and any purported terms and conditions made referenced to or incorporated or alluded to within any purchase order or other document issued by the Buyer relating to this Contract or the Equipment shall have no effect and shall not bind the Seller.

#### **12. Governing Laws**

Any disputes arising from or in connection with this contract including its validity shall be governed by and construed in accordance with the laws of the Republic of INDIA.

#### **13. Arbitration**

Any dispute arising out of or in connection with the Contract or these Terms & Conditions or any matters described hereunder, including any question regarding its existence, validity, interpretation or termination, whether or not during the term of this Contract or thereafter and whether before or after any termination of the Contract, shall be referred to and finally resolved by arbitration in India in accordance with the applicable Arbitration & Conciliation Act, 1996 and Arbitration Rules thereunder for the time being in force, which rules are deemed to be incorporated by reference to this clause. The tribunal shall consist of a sole arbitrator and the language of the arbitration shall be in English. The Jurisdiction for Arbitration shall be Mumbai, India.

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