

## GENERAL TERMS & CONDITIONS OF SALES OF PARTS AND SERVICE/REPAIR

1. The quotation is legally binding upon confirmation by the customer's representative. If the customer subsequently needs to sign a purchase order separately, then this quotation will take precedence over the purchase order.
2. Quotation for Sales of Parts and/or Service/Repair shall valid until the expiration of validity period specified in the quotation. Any request for revalidation or a new quotation will be subjected to re-assessment charges.
3. Quotation is estimated based on first assessment and does not constitute a guarantee that no further Parts, commodities or service man-days will be required.
4. For the quotation that included Service/Repair, the final invoice will be subjected to actual Parts and commodities used and labour hours incurred as per completed service/repair reports acknowledged by the customer.
5. The delivery of Parts and/or Service/Repair shall be completed as soon as possible upon receipt of the purchase order (subjected to Parts, commodities and labour availability).
6. Legal title to Parts and/or commodities shall remain with Jungheinrich Lift Truck India Private Limited until full payment has been made. The customer shall use and store the Parts and/or commodities properly. In the event the customer becomes insolvent or is threatened with insolvency actions, the customer shall immediately inform Jungheinrich Lift Truck India Private Limited of the relevant circumstances and the whereabouts of the Parts and/or commodities so as to enable re-possession of the Parts and/or commodities by Jungheinrich Lift Truck India Private Limited.
7. Customer shall immediately upon its receipt of the Parts and/or commodities, inspect whether the quantity, specifications and appearance of Parts and/or commodities comply with the provisions of the purchase order and sign the invoice.
8. Jungheinrich Lift Truck India Private Limited shall in no event be liable to the customer in any circumstances for indirect or consequential damages (such as but not limited to loss of profit, loss of use, loss of contracts, or any type of special indirect or consequential loss). Jungheinrich Lift Truck India Private Limited entire liability in respect of the Sales of Parts and/or Service/Repair provided to the customer shall in any case be limited to the total value of the purchase order in respect of which damages are claimed.
9. Customer shall file any claim in respect of quantity or other aspects of the Parts and/or commodities and/or workmanship within 5 days upon receipt.
10. Jungheinrich Lift Truck India Private Limited shall not be held responsible for any delay in delivery or non-delivery of the Parts and/or commodities and/or Service/Repair due to the case of Force Majeure, including but not limited to war, riot, fire, accident, flood sabotage, pandemic, strike, governmental law, regulation, or any other event beyond the reasonable control of Jungheinrich Lift Truck India Private Limited. Jungheinrich Lift Truck India Private Limited shall promptly notify the customer and the customer agrees that Jungheinrich Lift Truck India Private Limited doesn't need to provide supporting documents.
11. The contract between Jungheinrich Lift Truck India Private Limited and the customer under the quotation and purchase order issued shall be governed by and construed in accordance with the laws of India, excluding any conflict of laws principle, and irrevocably the courts of India shall have exclusive jurisdiction.

### Jungheinrich Lift Truck India Private Limited

Head Office: A-404, 4th Floor, Delphi "A" Wing, Central Avenue, Hiranandani Business Park, Powai, Mumbai, Maharashtra 400076. Tel. No.: +91-022-25727900 Fax No.: +91-022-25727945 Website: [www.jungheinrich.in](http://www.jungheinrich.in)

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