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Supplementary Terms of Delivery Jungheinrich PROFISHOP

General

1. These Supplementary Terms of Delivery of Jungheinrich PROFISHOP apply in addition to the General Terms of Delivery as issued by the Association of Manufacturers and Traders in Construction Machines, Warehouse Systems, Road Construction Machines and Transport Equipment established in The Hague, the Netherlands (hereinafter referred to as BMWT Terms of Delivery), and are applicable to all offers and agreements relating to the sale and delivery of products and services by the Supplier through the Jungheinrich PROFISHOP.
2. Unless these Supplementary Terms of Delivery of Jungheinrich PROFISHOP contain provisions to the contrary, the BMWT Terms of Delivery shall be applicable.
3. These Supplementary Terms of Delivery of Jungheinrich PROFISHOP take effect as from the 1st of May, 2013.

Article 1. Definition of terms

The terms referred to and defined in the BMWT Terms of Delivery retain their meaning in the Supplementary Terms of Delivery of Jungheinrich PROFISHOP, unless explicitly deviated from in the Supplementary Terms of Delivery of Jungheinrich PROFISHOP. If spelt with a capital letter, the following terms referred to in these Supplementary Terms of Delivery of Jungheinrich PROFISHOP, whether in singular or plural, shall have the following meanings:

Supplementary Terms of Delivery of Jungheinrich PROFISHOP: these Supplementary Terms of Delivery of Jungheinrich PROFISHOP.

BMW Terms of Delivery: the General Terms of Delivery as issued by the Association of Manufacturers and Traders in Construction Machines, Warehouse Systems, Road Construction Machines and Transport Equipment established in The Hague, the Netherlands (B.M.W.T.).

Jungheinrich PROFISHOP: the online webshop of Jungheinrich Nederland BV

Article 2. Identity of the business

Jungheinrich Nederland BV - Jungheinrich PROFISHOP;

Visiting address: H.A. Lorentzweg 3
2408 AS Alphen aan den Rijn

Postal address: P.O. Box 231
2400 AE Alphen aan den Rijn

Telephone number: 088 - 9008800
Jungheinrich PROFISHOP can be reached on working days

from 08.00 a.m. to 05.30 p.m.

E-mail address: profishop@jungheinrich.nl

Ch. of Comm. no.: 28028730

VAT identification no.: NL 003439975B01

Article 3. Sphere of application

1. Supplier shall only deliver to companies established in the Netherlands and within the national boundaries of the Netherlands.
2. With the issue of the latest catalogue, the prices and descriptions of products and services (hereinafter referred to as products) included in preceding catalogues lose their validity.

Article 4. Formation and subject of the agreement

1. Orders shall be dealt with within a period of four weeks.
2. Agreements are concluded by means of a written or electronic order confirmation, submitted by the Supplier to the Customer in accordance with the customary means of communication in the business (e.g. e-mail, letter, fax). Orders must be confirmed electronically by means of the designated confirmation button incorporated in the website, after which the subsequent steps for placing an electronic order must be followed and finalised.
3. The Supplier shall also accept orders placed by telephone. If the Customer wishes to confirm an order placed by telephone in writing by post or by e-mail, then the Customer must refer to the order placed by telephone in question in that letter or e-mail, failing which the Supplier shall treat each order placed orally or in writing as an individual order.
4. In respect of the description of the nature and quantity of the products, only the written order confirmation shall be binding. If the order confirmation deviates from the order, then the Customer shall be considered to have given his approval if he does not immediately submit a notice of objection. The same applies to price quotations. If the prices of individual products are changed after publication of the catalogue, the Supplier retains the right of price adjustment. Decoration material used in illustrations is not included in the price.
5. The Customer is obliged to at least refer to the order number in all correspondence with the Supplier. The Customer receives the order number after placing his order with the Supplier.

Article 5. Payment

1. Unless explicitly agreed otherwise, the agreed price must be paid in full into the bank account designated by the Supplier without a discount or setoff of any kind within 14 days as from the invoice date specified on the invoice in question.
2. The Supplier is entitled to invoice partial deliveries.
3. The Supplier is obliged to run a check on the creditworthiness of Customer's organisation upon confirmation of the order. Supplier retains the right to agree deviating payment conditions with the Customer or else cancel the order.

Article 6. Delivery time

1. The specified delivery times are indicative and can never be considered fatal. In determining the delivery time, the Supplier assumes that he will be able to execute the order under the circumstances known to him at that time.
2. Unless agreed otherwise in writing, delivery shall take place on the ground floor behind the first door at the delivery address designated by the Customer, in which it shall be assumed that the delivery address in question can be reached with a normal lorry. If the Customer specifies a wrong, incomplete or unclear delivery address, he shall be liable for all subsequent corresponding costs.

Article 7. Retention of title

1. For as long as the retention of title exists, the further sale, pledging or transfer of title of the goods as a security for delivery, whether fully or partially, shall be subject to our written approval.
2. If the Customer obtains goods that were delivered under retention of title for the purpose of selling them on, he shall be entitled to do so subject to compliance with the proper procedures. In each case that goods delivered under retention of title are sold on, the Customer, already upon entering into the agreement with the Supplier, transfers to the Supplier in their entirety all claims he may have against the purchaser in the future arising from that sale. The Supplier hereby accepts that transfer. The Customer retains the right to collect the claim(s) in question. This right is also vested in the Supplier, who shall only exercise that right if the Customer fails to meet his payment obligations or if the financial situation of the Customer compromises or threatens to compromise his capacity to meet his payment obligations (e.g. in the event of a moratorium). The Customer shall in that case, at the first request of the Supplier, be obliged to submit to the Supplier all information and documents required for the collection of payment.

Article 8. Complaints

1. The Supplier must always be notified of all complaints in writing.
2. The Customer is held to carefully inspect both the packaging and the goods for damage and/or visible defects immediately upon receipt, meaning before the Customer signs for receipt of the items and therefore before the driver leaves the premises. Customer will instruct the driver to clearly state all damage and/or visible defects to the packaging and/or goods on the consignment note/delivery note (hereinafter: "shipping document"). In the event of damage/visible defects, Customer will not sign for receipt of the goods before Customer has witnessed that said statement has been added to the shipping document. If damage and/or visible defects to the packaging and/or goods have not been clearly indicated on the shipping document, Customer cannot invoke such shortcomings vis-à-vis Supplier and Supplier will not accept or process any complaints regarding said delivery.
3. After delivery of the goods, or after the Customer has been notified by the Supplier that he has completed the agreed activities, the Customer shall, as soon as possible but at any rate within seven working days of delivery or notification by the Supplier, be obliged to carefully inspect the goods and/or activities for completeness and sound condition. The Customer shall not be entitled to any claim against the Supplier in respect of shortcomings and/or defects which, in relation to what has been agreed for delivery, the Customer would have been able to ascertain within the period referred to in the previous sentence if he had performed a careful inspection, nor in respect of those which he did ascertain but failed to report to the Supplier within ten (10) calendar days of delivery or notification by the Supplier. The Customer shall in those cases be considered to have approved and accepted the delivery in question. The foregoing also applies to partial deliveries.

Article 9. Data protection

1. The Supplier ensures the protection of all customer details submitted to him and shall comply with all legal provisions for the protection of data. The addresses are used by the Supplier and within the Jungheinrich group of companies for advertising purposes. The Customer shall at all times be entitled to object to such use of data for advertising purposes.
2. With his order, the Customer declares that he agrees to the use of his contract details by the Supplier (company, name, first names, street, house number, postal code, place of residence) by means of disclosure of those details to a third party who the Supplier has subjected to the same confidentiality within the framework of a credit check.