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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 June 2026.

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.

BMWV 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 / Telematics Box

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.
3. Jungheinrich trucks are by default equipped with a so-called telematics box. During use of the truck, the telematics box continuously generates anonymized truck data that cannot be assigned to a natural person ("telematics data"), and the data are automatically transmitted to Supplier. The generated data include information about the truck's usage, such as lifting and lowering of the forks, driving behaviour, speed, position, operational status (on or off) and for instance the temperature of various truck components, operating hours and error messages. The use of such telematics data by Supplier shall be governed by article 10.
4. Upon the Customer's request and after explicit written agreement, the telematics box can be deactivated. The data generated by the telematics box are not collected for the Customer. If the Customer wishes to access the data, this must be explicitly agreed upon in writing.

10. Product and Related Service Data (Data Licence)

1. During the use of Jungheinrich internal transport equipment or other connected products or services ("**Product(s)**") by the Customer, various data related to the Product or environment of the Product will be obtained, collected, generated or otherwise processed by the Product, including metadata (so called "**Product Data**"). In the event that the Product is connected to a software, application, or another digital service provided or operated by Supplier (so called "**Related Service**"), the Related Service may obtain, collect, generate or otherwise process data representing the digitalisation of user actions or of events related to the connected Product, including metadata ("**Related Service Data**"). The parties agree on the use and sharing of Product Data and Related Service Data as follows.
2. The Customer agrees that Supplier may access, obtain, download or in any other way retrieve data from and send and store data to the Product. In the event that the Customer grants natural persons access to the Product and the use thereof, e.g. Customer's employees ("**End Users**"), the Customer shall be responsible for obtaining the consent of the End User as required under applicable privacy laws. Non-compliance with this obligation shall be considered an attributable breach by the Customer in the performance of the agreement of which these terms form part, and the Customer shall be in default by operation of law without any notice of default being required.
3. Supplier and the Customer agree that in context of these terms, the data holder within the meaning of Regulation (EU) 2023/2854 (Data Act) for all Product Data and Related Service Data is Jungheinrich Aktiengesellschaft, Friedrich Ebert Damm 129, D-22047 Hamburg ("**Data Holder**").

4. The Customer grants the Data Holder the right to use the Product Data and Related Service Data that is non-personal Data for the following purposes to the extent permitted by applicable law: Performance of an agreement with Customer or activities related to such agreement; monitoring and maintaining the functionality, safety, and security of the Product or Related Service to provide incident preparedness and incident response, troubleshooting, support, warranty or similar activities and related data analytics to perform such activities, including the detection and investigation of incidents and root causes; assess, defend, and/or enforce the Customer's, Data Holder's or third party's claims related to the Product or Related Service; analyses and measurement of the effectiveness and use of the Supplier products and service, including statistical analyses, in particular for monitoring and maintaining the functioning, safety and security of a Product or Related Service and ensuring quality control; improving the functioning of any Product or Related Service offered by Supplier and/or the Data Holder including conducting quality control, predictive maintenance and offering support or warranty services; developing new features, functionalities and/or tools for the Products or Related Services by Supplier and/or the Data Holder, or by third parties acting on behalf of Supplier and/or the Data Holder; developing new products or services, either independently, collaboratively, or through special-purpose entities like joint ventures; billing and account management; compliance with applicable laws and protection and enforcement of Supplier's rights; aggregating Product and Related Service Data with other data or creating derived data, for any lawful purpose; and training of AI models, AI systems and machine learning features, whereby all data processing occurs exclusively within the Data Holder's infrastructure ("**Data License**").

The Data Holder does not use Product Data or Related Service Data to derive insights about the economic situation or assets of Customer or in any other way or form that is detrimental to the legitimate interests of the Customer.

5. The parties agree that the Data Holder is entitled to grant other legal entities within the Jungheinrich Group with a right to use non-personal Product Data and Related Service Data for the purposes defined in this article 10, '*Product and Related Service Data (Data License)*'. The Data Holder is entitled to commission third-party vendors and suppliers or cooperation partners to use the Product Data and Related Service Data for the purposes specified in the Data License, provided that the Data Holder contractually binds the third parties not to further share the non-personal Product Data and Related Service Data received.

Notwithstanding the above, the Data Holder as well as, where permissible, third parties may use data processing services, such as cloud computing services, hosting services, or similar services, for their own account and under their own responsibility, for processing the Product Data and Related Service Data.

6. The Data Holder may only use, share with third parties or otherwise process any Product Data and Related Service Data that is personal data, if there is a legal basis provided for and under the conditions permitted under Regulation (EU) 2016/679 (GDPR) and, where relevant, Directive 2002/58/EC (Directive on privacy and electronic communications) or subject to any other applicable privacy laws.

The processing of personal data is governed by the data processing agreement agreed between the parties.

7. The Data Holder shall apply technical and organisational measures in order to ensure a level of protection appropriate to the risk of the processing of Product Data and Related Service Data with regard to confidentiality, integrity and availability, as well as sufficient resilience and security of the data processing systems that are reasonable in the circumstances, considering the state of science and technology, potential harm suffered by the Customer and the costs associated with the protective measures.

The technical and organizational measures are subject to technological advancements and ongoing development. In this context, the Data Holder and Supplier are authorized to implement alternative, appropriate measures, provided that the safety level of the specified measures is maintained and not diminished.