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## General terms and conditions BMWT inspection of warehouse equipment

### Article 1 Definitions

Agreement: the Agreement between the Inspection Company and the Customer Company for the BMWT inspection of the warehouse equipment  
Inspection Company: Jungheinrich Nederland B.V.  
Customer Company: the party with whom the Inspection Company concludes the Agreement  
Party: Inspection Company or Customer Company, depending on the context  
Parties: Inspection Company and Customer Company jointly  
Contract year: The year commencing on the commencement date and ending 12 months later, as well as each successive period of 12 months.

### Article 2 The Agreement

The Agreement that is concluded applies to the BMWT inspection of the warehouse equipment as stated in the Agreement, with the indicated frequency.

### Article 3 Duration and termination of the Agreement

3.1. The Agreement is concluded for a period of one (1) Contract year.  
3.2. The Agreement can be terminated by both Parties with due observance of a notice period of three (3) months towards the end of the term.  
3.3. Cancellation of the Agreement must be performed in writing.  
3.4. If the possible termination option as referred to in Article 3.2 is not used, then the Agreement is renewed automatically with one (1) Contract year.  
3.5. The Inspection Company is obliged to continue to comply with the requirements set by the Stichting BMWT in the framework of the 'BMWT-Keur'. If the Inspection Company – for any reason whatsoever – is removed from the BMWT-Keur register, the basis for this Agreement will expire and the Inspection Company will be entitled to terminate this Agreement with immediate effect. Inspection Company will inform Customer Company of this in writing.

### Article 4 Performance of the inspection

4.1. The inspection, performed by the inspector of the Inspection Company, aims to assess whether the technical condition of the warehouse equipment meets the inspection criteria as laid down in the BMWT-Keur warehouse equipment inspection form.  
4.2. The inspection is performed in accordance with the requirements of the BMWT-Keur and on the basis of the inspection criteria as laid down in the BMWT-Keur warehouse equipment inspection form.  
4.3. Only parts of the warehouse equipment that are visible to the naked eye from the walkways that are accessible to the inspector are inspected.  
4.4. If special tools prove necessary for performing the inspection (for example, personal protection equipment, forklift, scissor lift, etc.), then these must be provided by the Customer Company to the Inspection Company free of charge.  
4.5. The Inspection Company will fulfil its obligations ensuing from the Agreement, if it carries out the number of BMWT inspections agreed to in the Agreement within the agreed period.

4.6. The inspection's findings are registered on the inspection form. This inspection form consists of two (2) parts. The original will be given to the Customer Company. The copy is kept in a file by the Inspection Company for a period of at least three (3) years.  
4.7. The Customer Company receives a detailed report on the nature and location of any defects that are found.  
4.8. If the warehouse equipment has been approved, the inspector will affix a numbered year sticker on the basic sticker of one of the identification plates of the warehouse equipment. The year sticker indicates when the next inspection must be performed.  
4.9. If the warehouse equipment has been disapproved, the inspector will affix the year sticker only after the identified defects have been rectified.  
4.10. In the BMWT-Keur system, a random check on the quality of the inspection is included. The Customer Company must cooperate with the performance of the random checks.

### Article 5 Inspection costs

5.1. For the inspections performed within the framework of the Agreement, a price is calculated according to the applicable tariffs. This price comprises the fixed inspection and call-out costs and additional compensation for working hours.  
5.2. The Inspection Company reserves the right to adjust the applicable tariffs at the beginning of each calendar year. This indexation is dependent on the developments within the Collective Labour Agreement for Metal & Technology, wage adjustments, CBS indices and other external factors.

### Article 6 Other activities

6.1. If Customer Company issues an additional order for the execution of other activities such as, but not limited to, repairs and the delivery and/or replacement of parts, this will be charged separately to Customer Company.  
6.2. The additional order as referred to under 6.1, shall take place pursuant to the 'General terms and conditions of delivery laid down by the BMWT' (see attached).  
6.3. For all additional orders or additional activities, tariffs of the Inspection Company as applicable at the time of execution shall apply.

### Article 7 Disputes

Disputes will be submitted for a binding recommendation to the independent complaints committee, formed by the Supervisory Committee for the relevant equipment, as established by the Board of the Stichting BMWT-Keur.

### Article 8 Additional conditions

The 'General terms and conditions of delivery laid down by the BMWT' (see attached) are additionally applicable to these 'General terms and conditions BMWT-Keur for Warehouse Equipment'.