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Supplementary Terms of Delivery Jungheinrich – Occasions

General

1. These Supplementary terms of delivery Jungheinrich - Occasions 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 occasion products by the Supplier.
2. Unless these Supplementary terms of delivery Jungheinrich - Occasions contain provisions to the contrary, the BMWT Terms of Delivery shall be applicable.
3. These Supplementary terms of delivery Jungheinrich - Occasions take effect as from September 2025.

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 Jungheinrich - Occasions, unless explicitly deviated from in the Supplementary terms of delivery Jungheinrich - Occasions. If spelt with a capital letter, the following terms referred to in these Supplementary terms of delivery Jungheinrich - Occasions, whether in singular or plural, shall have the following meanings:

- Supplementary terms of delivery Jungheinrich - Occasions: these Supplementary terms of delivery Jungheinrich - Occasions.
- BMWT 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.).
- Supplier: Jungheinrich Nederland B.V.

Article 2. Identity of the Supplier

Jungheinrich Nederland BV

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: +31 (0)172 – 446 789
Supplier can be reached on working days
from 08.00 a.m. to 05.00 p.m.
E-mail address: info@jungheinrich.nl
Ch. of Comm. no.: 28028730
VAT identification no.: NL 003439975B01

Article 3. 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 with building year August 2023 or younger are by default equipped with a so-called telematics box; Jungheinrich trucks with building year before August 2023 may be 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 4.
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.

Article 4. 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 digitisation 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 proprietary and third-party vendor AI models, AI systems and machine learning features ("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 4. 'Product and Related Service Data (Data Licence)'. The Data Holder is entitled to commission third-party vendors or 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 organisational 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.

Article 5. 'No Re-export to Russia Clause'

The Customer may not sell, export, or re-export goods that fall within the scope of Article 12g of Regulation (EU) No. 833/2014 directly or indirectly to the Russian Federation or for use in the Russian Federation.

If the goods purchased from Supplier are resold, (re-)exported, or otherwise supplied or transferred to third parties, the Customer is obliged to pass on the obligation from the first sentence to such third parties and to require them to pass on this obligation to their customers as well.

The Customer undertakes to establish and maintain an adequate control mechanism to detect conduct by third parties in the further supply chain, including potential resellers, that would frustrate the purpose of the first sentence.

In the event of non-compliance with the obligations set out in this clause, Supplier shall have the right to terminate the agreement in writing and – in addition to claiming damages – also to claim a contractual penalty of 30% of the total value of the agreement or the price of the exported goods, whichever is higher. The contractual penalty shall be offset against any claims for damages. The Customer must immediately inform Supplier of any irregularities in the application of this clause, including any relevant activities by third parties that could frustrate the purpose of the first sentence of this clause. The Customer must provide Supplier with information regarding compliance with the obligations under this clause within two weeks of Supplier's request.