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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 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 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 AI models, AI systems and machine learning features, whereby all data processing occurs exclusively within the Data Holder's infrastructure ("Data Licence").

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 and suppliers or cooperation partners to use the Product Data and Related Service Data for the purposes specified in the Data Licence, 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.

Article 6. Warranty for Jungheinrich lithium-ion batteries

Jungheinrich Nederland B.V. (hereinafter referred to as "Jungheinrich"), holding office at the H.A. Lorentzweg 3, 2408 AS, in Alphen aan den Rijn (the Netherlands), offers the following warranty for certain Jungheinrich lithium-ion batteries, which are sold by Jungheinrich and/or authorized Jungheinrich dealers/distributors:

1. WARRANTY CONDITIONS

1.1. SCOPE

1.1.1. The warranty applies:

- for all lithium-ion batteries (24-80V) with Jungheinrich-branding (hereinafter referred to as "Batteries"),
- that were delivered on the basis of contracts concluded with Jungheinrich or authorized Jungheinrich dealers/distributors from 01.09.2021, and
- that are located in the Netherlands at the time of the Warranty Case and the provision of the services based on the warranty.

1.1.2. Batteries in internal means of transport of the type EJE M respectively EJC M, or the product brand Ameise or AntOn by Jungheinrich, are not covered by the warranty.

1.1.3. The rights from this warranty accrue to the person who, at the time of occurrence of the warranty case, is the owner of the Battery, or who is authorised by the owner of the Battery to enforce the rights from the warranty (hereinafter referred to as "Warranty holder").

1.2. WARRANTY PERIOD

1.2.1. The warranty applies for the period of eight (8) years from the time of the first delivery of the new Battery, by Jungheinrich or an authorized Jungheinrich dealer/distributor, to the first buyer (hereinafter referred to as "Warranty Period"); during the Warranty Period the scope of the warranty can be reduced, based on these warranty conditions.

1.2.2. The provision of services by Jungheinrich based on the warranty does not affect the Warranty Period. The provision of services based on the warranty, in particular, does not lead to a postponement or a new start of the Warranty Period.

1.3. WARRANTY CASE

1.3.1. There is a Warranty Case if the Battery deviates negatively from the specifications of its product information sheet during the Warranty Period or if the actual battery capacity falls below 65% of its nominal capacity (hereinafter referred to as "Warranty Case"). However, there is no Warranty Case if the actual battery capacity is at least 65% of the nominal capacity.

1.3.2. The nominal capacity of a battery is the capacity of the battery stated on the type plate.

1.3.3. The actual battery capacity is determined by means of a measurement agreed with the Warranty Holder at an ambient temperature between 20°C and 30°C with calibrated measuring equipment and a discharge at a maximum discharge rate of 0.2 C (i.e. full discharge of the Battery within 5 hours).

1.4. WARRANTY PERFORMANCE

1.4.1. In a Warranty Case, Jungheinrich, at its own discretion, may repair the Battery concerned or replace it with a Battery, which is at least equivalent regardless of the warranty (hereinafter referred to as "Warranty Performance"). The location of the Warranty Performance is the location in the Netherlands where the Battery is used at the time of the creation of the Warranty Case in accordance with the regulations.

1.4.2. If the Warranty Case occurs within the first three (3) years of the Warranty Period, Jungheinrich shall bear all costs incurred by Jungheinrich in connection with the Warranty Performance, including the material costs and the labor and travel expenses incurred by Jungheinrich, arising from the Warranty Performance.

1.4.3. If the Warranty Case occurs within the Warranty Period and Jungheinrich is not obliged to fully assume the costs in accordance with point 1.4.2 then Jungheinrich shall only bear part of the material costs that arise in connection with the Warranty Performance by Jungheinrich. The share to be paid by Jungheinrich depends on the warranty year and the number of operating hours of the internal means of transport (see the following calculation matrix).

Warranty year	Operating hours of the internal means of transport [hrs]	
	0 to 6,000	6,000 < h ≤ 12,000
Year 0-3	Full assumption of the costs (Art. 1.4.2.)	40%
years 4-8	50%	30%

Table 1: calculation matrix

"Operating hours of the internal means of transport" are the operating hours measured at the time of the Warranty Case of the internal means of transport in which the Battery is installed; the operating hours meter installed in the internal means of transport is decisive.

Insofar as Jungheinrich does not accept the costs of the Warranty Performance, the Warranty Holder must reimburse the Warranty Performance to Jungheinrich, in accordance with the service agreement between the Warranty Holder and Jungheinrich, and if there is no such agreement, in accordance with the standard service hours prices and catalogue prices for the materials at Jungheinrich.

1.4.4. Under this warranty, Jungheinrich is not liable for anything other than the aforementioned Warranty Performances.

1.5. WARRANTY TERMS AND CONDITIONS

1.5.1. Without prejudice to the other warranty terms and conditions, Jungheinrich is only obliged to provide Warranty Performance on the basis of point 1.4.2. if the internal means of transport in which the Battery was installed, at the time of the Warranty Case, counted by the operating hours meter built in to the internal means of transport, was not used for more than 6,000 hours of operation.

1.5.2. Without prejudice to the other warranty conditions, Jungheinrich is only obliged to provide Warranty Performance in accordance with point 1.4.3. if it can be shown, for the internal means of transport in which the Battery is installed at the time of the Warranty Case, based on the operating hours counted by operating hours meter built in to the internal means of transport, that it has been in use for a maximum of 12,000 operational hours.

1.5.3. Without prejudice to the other warranty conditions, Jungheinrich is only obliged to provide Warranty Performance in accordance with point 1.4. if from the start of the Warranty Period until the time of the Warranty Case for the Battery concerned, there is an existing service agreement (incl. battery service) with Jungheinrich and the data of the Battery concerned has been read annually by Jungheinrich.

1.5.4. If during the Warranty Period the Battery was used at least temporarily in a cooled environment (e.g. cold room or freezer hall), without prejudice to the other guaranteed conditions, in accordance with point 1.4., Jungheinrich is only obliged to provide Warranty Performance if this temperature range is explicitly stated in the operating manual by Jungheinrich, possibly with an optional freezer/heating option.

1.5.5. Without prejudice to the other warranty conditions, Jungheinrich is only obliged to provide Warranty Performance in accordance with point 1.4 if upon request of Jungheinrich the Warranty Holder provides written evidence of the time of the first delivery of the new Battery to the first buyer by Jungheinrich or an authorized Jungheinrich dealer/distributor.

1.5.6. If the Warranty Holder rightly argues that the lack of one of the conditions of point 1.5.2. to point 1.5.4. is not the cause for the occurrence of the Warranty Case, Jungheinrich is obliged to provide Warranty Performance regardless of the absence of this condition, but without prejudice to the other warranty conditions.

2. WARRANTY EXCLUSION

If there is a Warranty Case, Jungheinrich's obligation for the Warranty Performance is void if one of the following reasons has at least partially caused the Warranty Case:

- the incorrect transportation, storage, installation, use or connection of the Battery by the customer;
- the modification, disassembly, repair or exchange of the Battery by persons other than certified employees of Jungheinrich or persons appointed by Jungheinrich;
- the non-compliance with the Jungheinrich user instructions concerned;
- use of a charging device that has not been approved by Jungheinrich;
- external influences, including exceptional physical or electrical stress (overvoltage, start-up current, lightning strike, flooding, fire, accidents, etc.);
- the operating, charging and storage temperature of the Batteries was more than once outside the temperature ranges stated in the instructions for use in the last twelve (12) months before the Warranty Case;
- the maximum energy throughput in Wh of the Battery of 200% of its nominal capacity per day of use has been exceeded on average since the commissioning of the Battery, or demonstrably, more than once over a period of at least four (4) weeks.

3. WARRANTY PROCESSING

3.1. If the circumstances that have led to the Warranty Case are clearly known to the Warranty Holder, the Warranty Holder must submit its claim against Jungheinrich in writing, within an expiry period of eight (8) calendar days after the occurrence of the Warranty Case. If the circumstances that led to the occurrence of the Warranty Case are not clear to the Warranty Holder, the Warranty Holder must submit its warranty claim to Jungheinrich in writing, within an expiry period of two (2) months after it became aware of the occurrence of the Warranty Case.

3.2. If the Warranty Holder submits (a) warranty claim(s) to Jungheinrich and it appears during the inspection of the respective Battery by Jungheinrich that there is no Warranty Case or that Jungheinrich is not obliged to proceed with Warranty Performance based on one of the reasons stated in point 2., Jungheinrich is entitled to charge the Warranty Holder a service rate of EUR 250 (excl. VAT), unless otherwise agreed between the Warranty Holder and Jungheinrich in a service agreement. This does not apply if the Warranty Holder under the circumstances could not know that: (i) there was no Warranty case or (ii) the obligation of Jungheinrich to provide Warranty Performance is excluded based on one of the reasons mentioned under point 2.

4. WARRANTY RIGHTS

This warranty does not affect any contractual and legal warranty rights for the Batteries. In particular, this warranty does not affect the expiry of contractual or legal rights of defects.

5. APPLICABLE LAW: COMPETENT COURT

5.1. This warranty is governed by Dutch law, with the exclusion of the Vienna Sales Convention of 11 April 1980, which entered into force for the Netherlands on 1 January 1992.

5.2. The Court of the Hague has exclusive jurisdiction for all disputes arising from or in connection with the warranty. Jungheinrich has the right to take legal action against the Warranty Holder at its competent court or at another competent court.

6. USED LITHIUM-ION BATTERIES

6.1 For used Batteries (i.e. Batteries that have already been in use at the time of delivery of the Batteries), points 1 up to and including 5 shall apply, subject to the following amendments (the following points correspond to the points of the Warranty on Jungheinrich lithium-ion Batteries that are being amended):

- Point 1.4.3. and point 1.5.2. do not apply to used Batteries.
- Point 1.1.1: The following conditions shall additionally apply:
 - at the time of delivery, the Battery must be in technically faultless condition and the battery test certificate must indicate that the Battery has a minimum energy capacity of at least 75% compared to the nominal capacity of a new Battery (state of health score, SOH);
 - the Battery must not be older than 6 years.
- Point 1.2.1: In deviation herefrom, the warranty will apply for a period of two (2) years from the date of delivery of the Battery by Jungheinrich or an authorized Jungheinrich dealer/distributor to the purchaser (hereinafter referred to as "Warranty Period for Used Batteries").
- Point 1.4.2: In deviation herefrom, if the Warranty Case occurs within the Warranty Period for Used Batteries, Jungheinrich shall bear all expense and costs incurred by Jungheinrich in connection with the Warranty Performance, including the cost of materials and the labor and travel expenses incurred by Jungheinrich arising from the Warranty Performance.
- Point 1.5.1: In deviation herefrom, and without prejudice to the other warranty conditions, Jungheinrich is only obliged to provide Warranty Performance on the basis of point 1.4.2. if, at the time of occurrence of the Warranty Case, the operating hours meter of the internal transport equipment in which the Battery is installed shows no more than 2,000 additional operating hours have been recorded since the delivery of the Battery.
- Point 1.5.5: Without prejudice to the other warranty conditions, Jungheinrich is only obliged to Warranty Performance on the basis of point 1.4 if the Warranty Holder can at the request of Jungheinrich document in writing the time of shipment of the Battery by Jungheinrich or an authorized Jungheinrich dealer/distributor to the purchaser.
- Point 2 last bullet point will be replaced by:
 - the maximum energy throughput of the Battery in Wh of 150% of its nominal capacity per day of use has on average been exceeded since initial use of the Battery or has demonstrably been exceeded more than once over a period of at least four (4) weeks.