

General Terms and Conditions

Customer service for automatic systems from

Jungheinrich Vertrieb Deutschland AG & Co. KG



Valid from September 2025

I. Scope

- These General Terms and Conditions apply to all Jungheinrich offers, purchase and service contracts, including consulting and other contractual services in business transactions. They apply exclusively. Any terms and conditions that deviate from these General Terms and Conditions are hereby expressly rejected. These General Terms and Conditions also apply if Jungheinrich delivers without reservation in the knowledge that the customer's terms and conditions deviate from these.
- In the case of an ongoing business relationship, these General Terms and Conditions shall also apply to all future transactions with the customer, unless deviating terms and conditions are expressly included.

II. Definition of Terms

Automation system:

An automatic system as defined by Jungheinrich is the complete system implemented at the customer's premises with its individual components that enable the flow of materials.

Components of an automatic system:

The components of an automatic system vary depending on the project. Possible component types include storage and retrieval machines (SRMs), conveyor systems (CS), driverless transport systems (mobile robots), radio data transmission products, mobile racks, lift racks, etc.

Hardware service:

Jungheinrich's hardware service covers all deliveries and services related to the components of an automated system. These include regular maintenance work, safety checks, inspections, repairs, spare parts deliveries, etc. Hardware services are generally provided on site by the local customer service team.

Software support:

Jungheinrich software support covers product-specific support for the individual software components of an automated system. This includes warehouse management systems (WMS), warehouse control software (WCS), control technology, etc. Software support services are provided remotely by specialized technicians.

Customer service technicians:

On-site services are provided by Jungheinrich customer service technicians or by knowledgeable and authorised technicians commissioned by Jungheinrich.

III. Proof of Work performed

- The results of the services provided are documented by Jungheinrich customer service technicians and signed by the responsible customer service technician and the customer after completion.
- Where required by law, all services provided by Jungheinrich are documented in the inspection log for the individual trade, which must be kept by the customer.
- If Jungheinrich discovers functional or safety-critical defects during the work, Jungheinrich is entitled to refuse to make an entry in the inspection log for the equipment while retaining its claim to payment. In this case, the customer must ensure that the equipment is repaired properly on the basis of the inspection report.
- After the device has been repaired, Jungheinrich may carry out and document a new inspection.
- Jungheinrich documents the software support calls made by the customer in a ticket system. This also serves as proof of performance for chargeable services.

IV. Cooperation and technical assistance from the customer

Hardware service

- When carrying out work at the customer's premises, the following cooperation and technical assistance from the customer is required: The customer
 - shall make the individual components of the automation system on which services are to be performed available on the agreed date. Jungheinrich customer service technicians shall be granted unhindered access to the components for the duration of the agreed services.
 - shall, at its own expense, provide all materials and perform all other actions that may be necessary to adjust the equipment and machines and to carry out testing.
 - shall assist, if necessary, with the documentation of system malfunctions and with the acceptance of the services.
 - is obliged to inform Jungheinrich before commencing work about external and internal work as well as part replacements on the trades. In such cases, Jungheinrich is entitled to request a basic inspection of the trades concerned or otherwise to refuse to perform the service.
 - informs Jungheinrich customer service technicians in detail about existing safety and factory regulations and any health hazards before the start of the services. The customer shall provide Jungheinrich customer service technicians with the existing regulations in writing and shall verbally point out any special features. If this safety briefing exceeds 60 minutes, Jungheinrich shall be entitled to charge for it in accordance with the valid customer service price list.
 - shall take the necessary accident prevention measures at its own expense. In particular, it shall expressly inform Jungheinrich if special consideration is required or if relevant regulations must be observed. Jungheinrich is entitled to refuse or suspend work if (occupational) safety cannot be guaranteed.
 - is obliged, at its own expense, to provide technical assistance in a timely manner, in particular to provide qualified personnel, aids, necessary means of transport, electricity, water and other necessary operating resources, including the corresponding connections, free of charge and in sufficient quantities for the required period of time. The customer's personnel must follow the instructions of the persons entrusted by Jungheinrich with carrying out the work. Jungheinrich accepts no liability for the personnel provided.
 - undertakes to ensure the rescue chain and, in the event of a necessary rescue, provides support with all necessary and available means.
 - shall provide the necessary, tested equipment for occupational safety in the automatic system at its own expense.
 - ensures that Jungheinrich has full access to the automatic system in case of need.
 - is responsible for stocking system-specific and critical spare parts as well as parts that have a longer procurement time.
 - is responsible for ordering, stocking, managing and maintaining spare parts at a suitable location at the site of the automatic system, unless otherwise agreed in individual contracts.
 - appoints one or more responsible contact persons for the coordination of all services resulting from the contract, who can make or bring about binding decisions vis-à-vis Jungheinrich.
- Insofar as described in the respective operating instructions, the customer is obliged to carry out simple maintenance work.
- Delays caused by the customer shall be at their expense.
- If the customer fails to fulfil its obligations in accordance with the provisions of Section IV, either in whole or in part, Jungheinrich shall be entitled, but not obliged, to take the respective measures in its place and at its expense or to have them taken by suitable third parties. The customer shall indemnify Jungheinrich against any claims by third parties.

Software support

- The following cooperation by the customer is required for the proper provision of Jungheinrich software support. The customer
 - must request the desired software support from Jungheinrich at least 6 weeks before the planned provision of services.
 - ensures that a suitably trained, German or English-speaking key user is always available on site to answer questions. This person is able to identify malfunctions and report them to Jungheinrich in an appropriate manner with the necessary information. The key user can rectify minor malfunctions themselves or with the help of Jungheinrich support staff.
 - Jungheinrich must report any software-related system malfunctions via the defined communication channels and media in German or English to ensure that they are dealt with within the agreed response time.

- Enables Jungheinrich to access the automatic system remotely if necessary. The hardware and software requirements for remote diagnosis and support must be met by the customer.
 - Inform Jungheinrich of any changes to the dial-up routines required for remote access.
 - Undertakes to inform Jungheinrich of any adjustments, additions and changes to the software and IT infrastructure if these affect remote access or the systems supported by Jungheinrich.
 - enables Jungheinrich personnel on site to access the system via LAN or WLAN.
- Unless otherwise agreed, it is the customer's responsibility to carry out and maintain data backups that are suitable for their needs.
 - Jungheinrich will record and assess any software-related system malfunctions and determine whether an on-site visit is necessary.
 - Software support usually serves as the first point of contact for the customer in the event of malfunctions in the automatic system.

V. Product and Related Service Data (Data License)

- During the use of the Digital Jungheinrich Product by the customer, various data related to the Digital Jungheinrich Product or environment of the Digital Jungheinrich Product will be obtained, collected, generated or otherwise processed by the Digital Jungheinrich Product, including metadata ("Product Data"). In the event that the Digital Jungheinrich Product is connected to a software, application, or another digital service provided or operated by Jungheinrich ("Related Service"), the Related Service may obtain, collect, generate or otherwise process data representing the digitization of user actions or of events related to the connected Digital Jungheinrich Product, including metadata ("Related Service Data"). The contracting parties agree on the use and sharing of Product Data and Related Service Data as follows.
- The customer agrees that Jungheinrich may access, obtain, download or in any other way retrieve data from and send and store data to the Digital Jungheinrich Product. In the event that the customer grants natural persons access to the Digital Jungheinrich Product and the use thereof, e.g. the 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 a material breach of the customer under these General Terms and Conditions.
- Jungheinrich and the customer agree that in context of these General Terms and Conditions, the data holder within the meaning of Regulation (EU) 2023/2854 ("EU Data Act") for all Product Data and Related Service Data is Jungheinrich Aktiengesellschaft, Friedrich Ebert Damm 129, D-22047 Hamburg ("Data Holder").
- 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 the customer or activities related to such agreement; monitoring and maintaining the functionality, safety, and security of the Digital Jungheinrich Product or Related Service to provide incident preparedness and incident response, troubleshooting, support, warranty, guarantee 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 Digital Jungheinrich Product or Related Service; analyses and measurement of the effectiveness and use of Jungheinrich 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 service offered by us 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 Jungheinrich and/or the Data Holder, or by third parties acting on our behalf 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 Jungheinrich's rights; aggregating Product Data 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 the customer or in any other way or form that is detrimental to the legitimate interests of the customer.

- The contracting 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 V ("Derived 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.
- 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 contracting parties.

- The Data Holder shall apply technical and organizational 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 Jungheinrich are authorized to implement alternative, appropriate measures, provided that the safety level of the specified measures is maintained and not diminished.

VI. Performance Time, Delay

- Information about deadlines and dates for the performance of contractual services is based on estimates and is therefore not binding, unless otherwise agreed in individual cases.
- If the customer places additional or extended orders with Jungheinrich or if additional work becomes necessary, the deadline for the performance of the contractual services shall be extended accordingly.
- Dates for the performance of contractual services shall be agreed between the customer and Jungheinrich with appropriate advance notice.
- Agreed dates must be cancelled by the customer at least 72 hours before the start of the date. Jungheinrich is entitled to charge separately for the costs of a wasted journey or unreasonable waiting times on site in accordance with the valid customer service price list.
- If the customer agrees with Jungheinrich on service times that deviate from normal working hours, the customer shall bear the additional costs for this.
- There is no entitlement to hardware service and software support outside the contractually agreed service hours.
- In the event of unforeseeable operational impediments, e.g. work stoppages, work losses due to short-term illness of skilled workers, delivery delays by suppliers, official interventions, force majeure, industrial disputes and circumstances for which Jungheinrich is not responsible, the service period (response times, deadlines); this shall also apply if such circumstances occur after Jungheinrich has fallen into default.
- If Jungheinrich is in default, the customer shall be entitled to claim lump-sum compensation for the damage caused by the delay for each completed week of the delay in the amount of 0.5% of the value of that part of the delivery which cannot be used on time or in accordance with the contract due to the delay. However, this limitation shall not apply in the event of gross

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negligence on the part of legal representatives or executive employees, in the event of intent or in the event of mandatory statutory liability for delay. A defective delivery shall not be considered a delayed delivery. Customer service sales for manual industrial trucks are excluded from this article.

9. If there is a delay and the customer grants Jungheinrich a reasonable grace period with the express written declaration that it will refuse to accept the contractual services after this period has expired, and if the grace period is not met due to Jungheinrich's fault, the customer is entitled to partial withdrawal with regard to the component for which the delay has occurred. A grace period is not required if it is dispensable under statutory provisions. At Jungheinrich's request, the customer shall declare within a reasonable period of time whether it will exercise its right of withdrawal.
10. Subject to the provisions in Section X, the customer shall have no further rights arising from default, in particular claims for damages.

VII. Acceptance of Contractual Service, Takeover by the Customer

1. The customer may not refuse acceptance due to minor defects, without prejudice to any rights.
2. Jungheinrich shall notify the customer of the completion of the contractual services. The sending of the invoice shall also be deemed to be such notification. Acceptance must take place within two weeks of notification.
3. If the customer has not expressly objected in writing to the agreed service and/or other contractual performance upon acceptance, or if acceptance has not been made by the customer within the specified period, the contractual performance shall be deemed to have been duly accepted.
4. If Jungheinrich suspends the services at the customer's request, the customer shall be obliged to pay for the services rendered up to that point, less any payments already made, within 4 weeks of the invoice being issued.
5. Upon completion of the work, or daily in the case of longer-term work, Jungheinrich customer service technicians shall submit a list of the working hours spent, which shall be signed by the customer.

VIII. Services not included

1. If, during the performance of work, it transpires that the services are not contractually agreed, the customer shall bear the expenses incurred up to that point for the services rendered. These shall be invoiced separately in accordance with Jungheinrich's valid price lists or in accordance with quotations prepared in advance.
2. Unless otherwise agreed, software support for third-party products used, such as operating systems, database platforms, virus scanners, data backup software, etc., and modified IT infrastructure (including WMS/WCS, control technology) is not included.

IX. Claims for Material Defects

Jungheinrich provides the following warranty for defective service and other customer service work:

1. Jungheinrich must be notified of any defect immediately in writing with a detailed description. If the customer does not report the defect immediately, all rights in this regard shall expire.
2. All customer services that are proven to have been defective at the time of acceptance will, at Jungheinrich's discretion, either be repaired free of charge or provided again. The customer must give Jungheinrich sufficient time and opportunity to remedy the defect. Jungheinrich is exempt from the obligation to remedy defects within the scope of the statutory provisions. Claims for defects shall not exist in the case of only insignificant deviations from the agreed or customary quality or usability.
3. In the event of justified complaints, Jungheinrich shall bear the costs of spare parts, including shipping, and the reasonable costs of removal and installation incurred as a result of subsequent performance. The customer shall bear any further costs.
4. If Jungheinrich fails to comply with this obligation to remedy defects or if the remedy ultimately fails, the customer shall be entitled to set Jungheinrich a reasonable grace period. If Jungheinrich allows this grace period to expire without result, the customer shall be entitled, at its discretion, to reduce the remuneration or withdraw from the service contract, excluding any further claims for defects.
5. The customer's claims arising from liability for material defects shall become time-barred within twelve months of the transfer of risk, with the exception of the cases specified in Section X. No. 2, for which the statutory limitation period shall apply.
6. If Jungheinrich sends a service report, the service shall be deemed to have been accepted no later than three working days after receipt of the report by the customer, unless the customer objects.
7. Jungheinrich shall not be liable for any consequences arising from the following circumstances:
Unsuitable, improper and non-compliant use, in particular overloading, faulty assembly or commissioning by the customer or third parties, wear and tear or typical wear and tear, incorrect or negligent handling, failure to carry out maintenance or maintenance that does not comply with the regulations or Jungheinrich operating instructions, unsuitable operating materials and spare parts, defective construction work, unsuitable building ground, chemical, electrochemical or physical influences.
8. Further claims and rights of the customer due to or in connection with defects or consequential damage, regardless of the legal basis, shall only exist in accordance with the provisions in Section X.
9. Jungheinrich does not generally provide any durability or other guarantee for customer services. In this respect, none of Jungheinrich's descriptions, promises or other statements – either before or at the time of conclusion of the contract – shall be deemed to constitute a guarantee.
10. If any of Jungheinrich's statements are intended or unintentionally given the character of a guarantee, Jungheinrich shall only be liable to the extent that the guarantee was intended to protect the customer against the damage incurred.

X. Liability

1. The following provisions apply to claims for damages in addition to and in lieu of performance, regardless of the legal basis (in particular due to consulting errors, breach of contractual obligations, defects, tort), as well as to claims for reimbursement of expenses and indemnification (hereinafter referred to as compensation claims). The provisions in the event of default (Section VI) take precedence.
2. Jungheinrich shall not be liable for compensation claims against Jungheinrich, in particular for consequential damages such as loss of profit, damages due to business interruption, loss of production and use, as well as indirect damages. This limitation shall not apply in the following cases:
 - In the event of intent,
 - In the event of gross negligence on the part of legal representatives or executive employees, whereby liability is limited to compensation for foreseeable damage typical for this type of contract,
 - In the event of injury to life, limb or health,
 - In the event of claims under the Product Liability Act,
 - In the event of culpable breach of a material contractual obligation. In the event of slight negligence, however, liability shall be limited to compensation for foreseeable damage typical for this type of contract, unless liability exists for injury to life, limb or health. Essential contractual obligations are those obligations that protect the customer's essential legal positions under the contract, i.e. those that the contract grants him according to its content and purpose; furthermore, contractual obligations are essential if their fulfilment is essential for the proper execution of the contract and if the customer can rely on their compliance.
 - In other cases of mandatory legal liability.
3. The above provisions do not imply a reversal of the burden of proof.
4. Jungheinrich shall only be liable for the loss or restoration of data if Jungheinrich has caused its destruction intentionally or through gross negligence and the customer has ensured that this data, which has been secured by the customer and is available in machine-readable form, can be reconstructed by Jungheinrich with reasonable effort.

5. Further claims, in particular claims for indemnification upon first request, are excluded.

XI. Spare Parts

1. Spare parts are sold at the applicable list prices in accordance with Jungheinrich's General Terms and Conditions of Delivery, unless otherwise agreed below.
2. If necessary, the customer must grant Jungheinrich customer service technicians access to the customer's spare parts warehouse.
3. Jungheinrich shall inform the customer when spare parts are removed from the customer's warehouse by Jungheinrich customer service technicians so that immediate replacement can be arranged.
4. Jungheinrich generally recommends the installation of original spare parts.

XII. Prices, Cost Estimates

1. The contractual deliveries and services shall be invoiced according to working and travel time as well as waiting time in accordance with the currently valid Jungheinrich customer service price list, unless they are already included in the scope of services of the respective contract.
2. The surcharges listed in the customer service price list shall be charged for overtime, night work and Sunday work. For special assignments outside the normal business hours of Jungheinrich branches, separate on-call flat rates shall be charged in addition to labour and travel time in accordance with the currently valid Jungheinrich customer service price list, unless otherwise agreed with the respective customer.
3. Accommodation costs and other comparable costs incurred in the performance of the contractually agreed services shall be charged at cost, unless they are already included in the scope of services of the respective contract.
4. All agreed prices are subject to the applicable statutory value added tax.
5. If no flat rate has been agreed in the respective contract, Jungheinrich shall inform the customer of the estimated price (cost estimate) upon conclusion of the contract. If a cost estimate is not possible in individual cases, the customer may set price limits for Jungheinrich. If the contractual services cannot be performed at the price specified by the customer or if the performance of additional work or the use of additional parts or materials proves necessary, the agreed costs may be exceeded by a maximum of 20%.
6. If, in the cases referred to in the preceding paragraph (5), it becomes apparent during the performance of the work that the costs estimated in advance will be exceeded by more than 20% in the interests of proper performance of the order, the customer shall be notified thereof and an agreement shall be reached.
7. If, in the cases referred to in the preceding paragraph (5), a cost estimate with binding price quotations is desired prior to the performance of the contractual services, the customer must expressly request this. Such a cost estimate shall only be binding if it is submitted in writing and expressly designated as binding.
8. If the customer terminates the contract due to the cost estimate being exceeded in accordance with clauses 5 and 6 above or for other reasons, they shall pay for the services rendered up to that point, including the costs of spare parts ordered and already procured.

XIII. Terms of Payment, Default of Payment, Assignment

1. Invoices are payable without deduction within 30 days of receipt or on the date specified in the invoice, unless otherwise agreed in individual cases.
2. Jungheinrich may demand advance payment.
3. Complaints about invoices must be made in writing within 14 days of the invoice date.
4. In the event of late payment, interest on arrears shall be payable at a rate of 5 percentage points p.a. above the applicable base rate of the European Central Bank.
5. This shall not affect the right, in the event of default in payment and other changes in the customer's economic circumstances that indicate his inability to pay, to demand securities for existing claims at Jungheinrich's discretion in accordance with the statutory provisions, to refuse to fulfil the contract to a proportionate extent (e.g. by suspending deliveries and/or other services), or to withdraw from the contract.
6. The customer shall only be entitled to set-off and retention rights against Jungheinrich's claims if his counterclaims have been legally established, are undisputed or have been recognised by Jungheinrich.
7. The customer's claims against Jungheinrich may not be assigned.
8. Payments may only be made directly to Jungheinrich's head office in Hamburg, but not to Jungheinrich's branches, sales representatives or agents. In any case, a payment shall only be deemed to have been made upon receipt by the head office.

XIV. Risk and Transport

1. The risk shall pass to the customer upon notification of the completion of the contractual services.
2. The transport to and from the customer's premises of the components of an automatic system for which services are to be performed outside the customer's premises is generally the responsibility of the customer, who also bears the risk of loss or damage during transport.
3. If, as agreed, Jungheinrich takes over the transport, this is done at the customer's expense and risk, even if the transport is carried out with Jungheinrich's vehicles, unless otherwise agreed in individual cases.
4. Jungheinrich has not insured the equipment and machines handed over to Jungheinrich by the customer for the performance of the contractual services against fire, theft, transport and storage damage, etc. These risks are to be covered by the customer, unless Jungheinrich has taken out appropriate insurance at the express request and expense of the customer.

XV. Disposal of Old Parts and Consumables

The customer is responsible for the proper disposal of all old parts, oils and other consumables arising in the course of the performance of the customer service contract, unless otherwise agreed in individual cases. Insofar as statutory provisions stipulate otherwise, the customer undertakes to reach an appropriate agreement with Jungheinrich regarding disposal. It shall be assumed that the contracting parties will use third parties to fulfil their disposal obligations.

XVI. General Provisions

1. Jungheinrich customer service technicians are not authorised to make or accept binding declarations on behalf of Jungheinrich.
2. Verbal declarations made by Jungheinrich employees, vicarious agents or other representatives shall only become effective upon written confirmation.
3. The customer shall be informed immediately if repairs and work are necessary, particularly if these are attributable to the user's use of force.
4. Defects identified that are not covered by Jungheinrich's liability for material defects will be communicated to the customer in writing for the purpose of placing a maintenance order. Once the repair offer has been confirmed, the services will be invoiced to the customer retrospectively.
5. The customer shall immediately notify Jungheinrich of any change in their place of residence or registered office, as well as any changes in the legal form and liability relationships of their company.
6. Upon conclusion of the respective contract, permission for test drives and trial operations of the equipment shall be deemed to have been granted.
7. When accepting contractual services for machines and equipment not supplied by Jungheinrich, Jungheinrich may make the conclusion of the contract dependent on a prior inspection of the machines and equipment. The costs of the prior inspection and any other associated costs shall be invoiced to the customer separately if no contract is concluded for these trades.
8. Jungheinrich is entitled to transfer the rights and obligations arising from the respective customer service contract to third parties.
9. Services purchased by the customer from Jungheinrich after conclusion of a customer service contract may be included in this contract by agreement. The list of services will be adjusted accordingly by Jungheinrich. Jungheinrich shall submit a written offer to the customer if this results in a change in remuneration.

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XVII. Retention of Title, Right of Retention and Lien

1. Jungheinrich retains title to the installed works, spare parts and accessories (reserved goods) until all claims against Jungheinrich arising from the business relationship with the customer have been paid in full. In the case of current accounts, all reserved goods serve as security for Jungheinrich's claims.
2. If the value of the existing securities exceeds the claims against the customer by more than 10%, Jungheinrich shall be obliged, at the customer's request, to release securities of its choice to this extent.
3. As long as the retention of title exists, the customer is obliged to insure the goods subject to retention of title adequately against loss or damage. The customer authorises Jungheinrich to assert claims from these insurance policies against the insurer.
4. Jungheinrich may exercise a right of retention on the subject matter of the contract until payment has been made in accordance with Section XIII and payments for any earlier deliveries and/or services provided by Jungheinrich have been made.
5. Jungheinrich is entitled to a lien on the subject matter of the contract. If Jungheinrich exercises its right to sell the pledged goods, it shall suffice to send a notice of the threatened sale by registered letter to the customer's last known address.
6. In the event that the customer is not the owner of the repaired device or machine, the customer assigns to Jungheinrich the claim and entitlement to transfer or retransfer of ownership after full settlement of existing third-party claims and hereby irrevocably authorises Jungheinrich to fulfil these obligations on behalf of the customer. However, Jungheinrich is not obliged to fulfil these obligations in place of the customer.
7. If the customer significantly violates the above obligations set out in Section XVII, Jungheinrich shall be entitled to withdraw from the contract.

XVIII. Extraordinary Termination

1. Both contracting parties shall have the right to extraordinary termination for good cause.
2. If the good cause is limited to one or more components, the customer shall only be entitled to partial termination with regard to these components.
3. Jungheinrich shall be entitled to extraordinary termination in particular if
 - the customer is more than two months in arrears with payment of the remuneration;
 - the customer fails to fulfil its other contractual obligations or does not fulfil them properly;
 - insolvency proceedings have been initiated against the customer's assets.

XIX. Confidentiality

1. The contracting parties undertake to treat all information received from the other contracting party before or during the execution of the contract as confidential, even after the end of the contract, unless it is publicly known without breach of the confidentiality obligation. The contracting parties shall store and secure this information in such a way that access by third parties is excluded. The customer agrees to the disclosure of information to companies affiliated with Jungheinrich and to subcontractors for the purpose of fulfilling this contract.
2. Cost estimates, drawings and similar documents, as well as the contents of these documents, may not be made accessible to third parties.

XX. Final Provisions

1. Unless otherwise agreed, the contractual services and/or other contractual performances shall be provided at the customer's registered office at the time of conclusion of the contract.
2. The place of jurisdiction for all disputes shall be Hamburg if the customer is a registered trader, a legal entity under public law or a special fund under public law, or if he has no general place of jurisdiction in Germany. In the event of disputes falling within the jurisdiction of the local courts, the Hamburg-Mitte Local Court shall have jurisdiction.
3. All legal relationships between the customer and Jungheinrich shall be governed exclusively by German law as applicable between domestic contractual partners.