

**GENERAL TERMS AND CONDITIONS FOR THE SALE AND INSTALLATION OF EQUIPMENT**  
EFFECTIVE FROM 01.11.2025

**I. Scope, parts of the One-Time Contract and their ranking, excluded terms**

1. The scope of these General Terms and Conditions (hereinafter referred to as "GTC") shall cover the legal relationship established between the customer as buyer (hereinafter referred to as "Customer") and JUNGHEINRICH Hungária Kft. as seller (hereinafter referred to as "JH") in connection with the sale, installation, assembly and revision of warehouse racking systems, material handling equipment, other equipment sold by JH and their accessories and ancillary equipment (hereinafter collectively referred to as "Equipment"), provided that these GTC shall become part of the contract between the Parties only if the URL link to the GTC or the GTC document itself has been directly shared by JH with the Customer. The scope of these GTC is limited to Enterprises. By signing the One-Time Contract, the Customer declares that it is not a natural person (consumer) acting for purposes outside its profession, self-employed occupation or business or economic activity.
2. The parties acknowledge that JH must separately inform the Customer of any general terms and conditions that differ from those previously applied between the parties or substantially deviate from the law or from normal contractual practice unless they are in accordance with established practice between the parties. The above-mentioned divergent provisions of the GTC are set out in bold type in this GTC document. This distinctive marking is used by JH in order to inform the Customer properly and explicitly of these different terms and conditions, and the Customer hereby declares that it has received specific notice of such terms and conditions and expressly accepts such terms and conditions.
3. The Customer's purchasing conditions or other general terms and conditions are excluded.
4. JH considers all provisions of these GTC to be relevant. JH expressly limits the possibility of acceptance by the Customer of an offer made by the JH, or the possibility of acceptance by JH of an offer made by the Customer, to the terms and conditions set out in these GTC.
5. This GTC and the contract setting out the specific terms and conditions of the legal relationship between the parties and its annexes other than these GTC (hereinafter collectively referred to as: "One-Time Contract ") together constitute the entire agreement between the parties, while in the event that an Operational Specification (Pflichtenheft) is drawn up after the conclusion of the One-Time Contract, it shall become part of the One-Time Contract upon its acceptance by the Parties, and in the event of any conflict between the One-Time Contract and the Operational Specification, the provisions of the Operational Specification shall prevail. In the event of a conflict of substance, the following order of documents shall prevail:
  - i) Operational Specification (Pflichtenheft), if relevant
  - ii) Body text of the One-Time Contract
  - iii) Standard Annexes of the One-Time Contract (attached or available via link)
  - iv) GTC
  - v) Supplementary Annex(es) (attached or available via link)
 Any agreements resulting from previous correspondence or exchanges of offers between the parties regarding the subject matter or terms of the contract shall cease to have effect upon the conclusion of the One-Time Contract. The content of the One-Time Contracts shall not include practices which are widely known and regularly applied by the parties to similar contracts in the intralogistics business.
6. All data concerning the characteristics of the Equipment in brochures, catalogues, internet, advertising, in pre-contractual correspondence and on data sheets are for information only, unless JH expressly acknowledges to be bound by them in the One-Time Contract. The same applies to photographs, drawings and other illustrations.
7. In the event of a continuing business relationship, the provisions of this GTC shall also apply to future contracts to be concluded with the Customer on the subject matter of this GTC, unless other terms are expressly agreed. Thus, unless otherwise agreed by the parties, this GTC shall also apply to all agreements concerning the purchase, assembly or installation of the Equipment, including maintenance and repair agreements.

**II. Conclusion of contract**

1. A contractual relationship between the parties will be established by the signing of a separate written One-Time Contract, thus the acceptance by the Customer of JH's offer or the acceptance by JH of the Customer's offer in response to the indicative offer of JH (invitation to contracting) shall require the signing of a separate written One-Time Contract. If a separate One-Time Contract is not concluded between the Customer and the JH in respect of the Equipment, a legal relationship between the parties may only be established upon written confirmation by the JH (offer+acceptance+confirmation of JH). JH shall be entitled to confirm the acceptance of the offer within 60 (sixty) days of the date of its communication to the JH.
2. JH will only order the Equipment prior to the conclusion of a written One-Time Contract in exceptional cases, on the express written instructions of the Customer and upon the signing of a preliminary contract (Civil Code 6:73. §), provided, that if the final contract is not concluded for reasons for which the Customer is responsible, the Customer shall pay to JH liquidated damages for frustration, the amount of which is 30% of the agreed net contractual consideration (sale and installation jointly, hereinafter referred to as the "Purchase Price" - base of liquidated damages).
3. After concluding the One-Time Contract, the Customer shall not be entitled to withdraw from it except in cases specified in this GTC, and in cases of other serious breaches of contract by JH. If the Customer nevertheless withdraws from the One-Time Contract in breach thereof, JH shall be entitled to claim liquidated damages for non-performance and compensation for damages in excess of the liquidated damages. The amount of the liquidated damages for non-performance shall be 30% of the agreed net Purchase Price (base of liquidated damages).

**III. Deadlines, place of performance, delays, partial performance, subcontractors**

1. The deadlines undertaken by JH (taking possession or installation) commence on the date set out in the One-Time Contract, but not earlier than the time when the Customer provides JH with the information and documents to be provided by it and pays the deposit or advance payment set out in the One-Time Contract. Any delay or failure by the Customer to do so shall not relieve the Customer from any other obligations under the One-Time Contract, but JH shall be entitled in such case to unilaterally modify the relevant deadline, which modification shall not be proportionate to the duration of the delay by the Customer in the event of any change in the production time limits in the meantime.

2. The deadline for taking possession of the Equipment or for installation shall be extended by the time necessary to clarify the technical issues relevant to the Equipment. If only approximate dates have been specified in the One-Time Contract, the Customer shall ask JH to separately confirm the binding deadlines.
3. JH reserves the right to refuse completion of the sale (including all related contractual commitment) or service (assembly, installation, repair, etc.) to the Customer if the Customer has an outstanding debt to JH arising from any legal relationship between the parties that is more than 7 days overdue, until the debt is paid. Delay in performance for such reason shall be deemed to be a delay in taking possession (clause V/1/5 of the GTC).
4. The deadlines undertaken by JH shall be extended accordingly (i) in case of force majeure (Section 6:142 of the Civil Code), or (ii) in the case of the occurrence of unforeseen obstacles as detailed in clause 5 below, where such obstacles can be shown to have an impact on the creation or performance of the Equipment or the Service. This rule shall also apply in the event that such circumstances occur at the company manufacturing or transporting the Equipment or at JH's suppliers or subcontractors. The circumstances referred to above shall be deemed to be beyond JH's control even if they arise during a delay which has already begun. In cases with a significant impact on performance, JH shall immediately notify the Customer of the occurrence and cessation of such circumstances and, if the indicated circumstance lasts for more than three (3) months, JH shall immediately initiate consultations with the Customer, with the proviso that if JH's performance is only possible with significant additional expenditure due to the circumstance that has arisen and no agreement is reached between the parties on cost sharing, JH shall be entitled to withdraw from the One-Time Contract without any adverse legal consequences. If JH's performance becomes impossible due to unforeseen circumstances as described above, the One-Time Contract shall terminate.
5. JH's performance obligation is conditional on correct and timely performance by its suppliers. JH shall not be liable for any delay in performance that occurs because JH is not properly and/or timely supplied by its suppliers, even though JH has placed its orders in a timely manner, and it cannot obtain the relevant Equipment and services from other sources in a timely manner despite reasonable efforts. JH shall not be prejudiced by any delay, hindrance or impediment to performance which is directly or indirectly caused by an epidemic, pandemic or other serious disease (whether or not officially classified as pandemic or epidemic), war or warlike situation (whether declared or not) and/or any regulatory/legal requirements affecting performance and/or restrictions in the supply chain beyond JH's control. This applies in particular to disruptions in JH's or its suppliers' supply chain, staff shortages, transport and/or travel restrictions or quarantine.
6. The place of possession of the Equipment is the place specified in the One-Time Contract.
7. If JH is in default with the delivery of the Equipment or with the installation and the circumstances set out in III/4-5 above do not exist, the Customer shall be entitled to claim liquidated damages for late performance for each day of delay commenced, at the rate of 0.1% of the net Purchase Price of the Equipment (base of liquidated damages) affected by the delay in performance not on time or not in conformity with the contract, up to a maximum of 5 (five) % of the net Purchase Price. Non-fulfilment shall not constitute late performance, if JH nevertheless ensures that the Equipment can be used for its intended purpose.
8. It shall not be deemed to be incomplete or defective performance if the surface of the Equipment has localised paint or coating damage or defects, provided that the coating thickness remains above the minimum required thickness.
9. JH reserves the right to make technical and design changes to the Equipment after the signing of the One-Time Contract, provided that the technical characteristics and appearance of the Equipment are not substantially changed thereby, so that such changes do not constitute incomplete or defective performance.
10. For material handling machines only: For material handling machines the performance data are understood for operation at +20°degrees Celsius, on a level concrete floor and under dry conditions of use, but do not apply to acceleration data. If these conditions are met, deviations from the performance data are allowed within the tolerance limits normally accepted in the industry.
11. If, in the event of a delay in performance for which JH is responsible, the Customer grants JH a reasonable grace period of at least 90 days, with an express written declaration that, in the event of the expiry of the grace period without result, the Customer will refuse to accept the Equipment/Service and JH has failed to comply with the grace period for reasons attributable to JH, the Customer shall be entitled to withdraw from the contract, or terminate the contract, provided that this right shall only apply to the Equipment (divisible part) affected by the delay.
12. The parties consider the service to be divisible and JH is entitled to partial delivery. Each partial delivery shall be considered a separate transaction and accounted for separately. JH is entitled to early performance, in the event of early performance, the Customer is not entitled to claim any additional costs from JH.
13. For material handling machines and warehouse racking systems only: Upon the technical delivery of the Equipment, the Customer becomes the operator of the Equipment and, thus, subject to all obligations in connection therewith. The Customer shall, at its own expense, comply with all applicable legal and regulatory requirements (including, where relevant, installation according to the standard MSZ HD 60364-6:2007) and immediately indemnify JH against any claims that third parties may have in this regard. The Customer is not entitled to operate the Equipment between the date of taking possession and the date of technical delivery.
14. It is the responsibility of the Customer to consult the authorities and obtain any necessary permits. The Customer shall notify JH in writing of the relevant provisions and special requirements of the authorities prior to the conclusion of the contract. JH shall only carry out specialist construction work.
15. JH is entitled to use subcontractors for the performance and installation services. JH shall be liable for the subcontractor as if it had carried out the work itself.

**IV. Taking over of Equipment, installation works, delay in taking over, transfer of risk of damage**

**IV/1. Date of receipt, taking possession and delivery of the Equipment**

1. In the case of an "Ex Works" agreement, the Customer shall take possession of and transport the Equipment at the time of provision by JH, by signing a delivery note at a time indicated in advance by JH. The period for taking possession undertaken by JH shall be deemed to have been observed in the case of an "Ex Works" type of agreement if, by the last day of the period, JH has notified the Customer that the ordered Equipment is available for dispatch.
2. In the event that the parties have agreed that the transport to the Customer's premises shall be carried out by JH (DDP), the Customer shall take possession of the Equipment upon delivery by signing the delivery note, with the unloading being the Customer's responsibility, and the Customer shall bear the risk and cost of unloading.

3. The risk of loss in respect of the Equipment shall pass to the Customer at the time when the Equipment are delivered by JH to the Customer on the date previously agreed (signing of the delivery note).
  4. The One-Time Contract shall, unless otherwise provided in the One-Time Contract, be performed by JH upon delivery of the Equipment (including all its components and accessories).
  5. If the Customer fails to take possession of the Equipment on time (delay in taking possession), the Parties shall consider JH's contractual obligations fulfilled and JH shall be entitled to issue a final invoice. In the event of a delay in taking possession, JH shall store the Equipment and the Customer shall be liable for any additional costs arising therefrom (in particular, e.g. storage and maintenance costs) and the risk of damage and to pay liquidated damages for each day of delay commenced, at a rate of 0.1% of the net Purchase Price of the Equipment not taken over on time (base of liquidated damages), up to a maximum of 5% of the net Purchase Price.  
For storage on the premises of JH or its agent, the net storage fee shall be at least 0.5% of the Net Purchase Price of the Equipment concerned per month.  
In the event of a delay of the Customer exceeding 30 days, JH is entitled to withdraw from the contract and claim liquidated damages for frustration and/or damages. In the event that the Customer expressly and definitively refuses to take delivery, the 30-day grace period may be waived. The liquidated damages for frustration shall amount to 30% of the agreed net Purchase Price (base of liquidated damages).
  6. At the written request of the Customer, JH will take back the transport packaging of the Equipment at the Customer's expense. The transport packaging shall be returned clean, free of foreign matter and, where applicable, separated according to packaging materials.
- IV/2. Conditions and acceptance of installation work**
1. Installation means the setting up, assembly, fixing or replacement of the Equipment and its components and accessories as required for their intended use or as agreed in the One-Time Contract.
  2. In the event of installation, the Customer shall, at its own expense and at its own risk, provide in particular the following in a timely manner as agreed with JH:
    - the number and type of forklifts or lifting equipment required for loading, assembly and commissioning, as well as pallets or devices forming unit loads;
    - the special protective clothing and equipment required for the specific conditions of the installation site,
    - for truck transport, a free, solid paved, free of charge, usable connecting road to the installation site,
    - unloading and loading of products and equipment delivered by JH in the pre-designated area,
    - storage and removal of waste generated during assembly/installation,
    - safe storage at the installation site after completion/disassembly,
    - a suitable workspace for the exclusive use of JH,
    - transporting and depositing materials and parts to the work site in sufficient quantities and at the right time, and
 for racking systems only:
    - until the installation site is reached, the equipment providing the power supply with the appropriate connection, in addition, adequate heating reaching a temperature of +8°C and sufficient lighting
    - dry and lockable rooms suitable for the storage of work equipment at the installation site and working and common rooms for installation personnel.
  3. In addition to the above, the Customer shall take the necessary safety and property protection measures at the installation site in order to protect persons and property, and shall inform JH in writing prior to the conclusion of the One-Time contract of the safety and property protection regulations in force at the time of the conclusion of the One-Time Contract (with special attention being drawn to provisions stricter than or additional to those of the applicable legislation), and shall provide JH's installation manager with appropriate training. If JH's employees involved in the installation are trained by the Customer at the Customer's premises or at the installation site in respect of the special safety at work and other relevant regulations in force, the Customer shall pay the JH's service hourly rate for the period of training for the persons who have attended the training.  
In the event of changes to the safety regulations for the protection of work and property after the conclusion of the One-Time Contract (not including changes justified by a change in mandatory legislation), the additional costs arising from this shall be borne by the Customer.
  4. The Customer shall provide JH with all information about electricity, gas and water pipes and similar equipment at the installation site.
  5. In addition, the Customer shall ensure that the roads leading to the installation site are properly designed and maintained for the location of the Equipment or the installation site and that the installation site complies with the specific floor requirements specified in advance by JH.
  6. If the place of installation or the conditions found there do not comply with the above requirements, with the sole responsibility of the Customer to ensure those compliance, JH shall be entitled, without any adverse legal consequences, to refuse to start the installation works or to suspend the works already started and/or to take the necessary measures in place of the Customer at the Customer's expense or to commission a third party to do so and to claim compensation for the costs or damage arising therefrom.
  7. If the Customer, or on behalf of the Customer several contractors, working at the installation site simultaneously or immediately after each other, the Customer is obliged to create the necessary conditions for the work to be carried out economically and quickly, in coordination with the contractors, and without concern from the point of view of occupational safety and property protection.
  8. The Customer shall be obliged to take over the installation works at a time communicated by JH in due time in advance, after the installation works have been reported ready, which shall be documented by the Parties with a technical handover report or service report signed by them. If, for reasons beyond the JH's control, the acceptance is not effected on time, the acceptance shall be deemed to have taken place on the deadline set for acceptance. In the event of partial performance, the JH shall be entitled to schedule acceptance in instalments, to which the provisions of this paragraph shall apply accordingly. **If the Customer takes the Equipment into use without the JH's permission before the acceptance date referred to above, it shall bear all liability in this respect and shall be deemed to have taken acceptance of the installation as from the commencement date of the taking into use.**
  9. If the installation works are interrupted or delayed (work stoppage) for reasons beyond the control of JH and/or the Customer does not take over the installation service within the agreed time (delay in taking over the installation works), the Customer shall bear the additional costs incurred by JH (e.g. downtime, departure or repeated departure costs, capacity maintenance costs). In such a case, JH shall be entitled to submit the relevant certified cost invoices at a frequency to be determined by JH.
  10. If the ordered installation work is stopped by JH at the express request of the Customer, or if the Customer delays the acceptance of the installation, the Customer shall pay JH's certified invoices for the costs related to the stoppage.

11. If the Customer subsequently requests a later installation date than the one specified in the One-Time Contract and JH agrees to this, the Customer shall advance and bear any additional costs incurred in this respect.

**V. Purchase price, deposit, down payment, payment terms**

1. The Purchase Price is agreed in the One-Time Contract.
2. The invoice will be issued on the date of performance (Sections IV/1/4-5 of the GTC) on the basis of the information provided in writing by the Customer at the time of the conclusion of the One-Time Contract. **Complaints concerning the invoice may be made in writing within 8 days of receipt of the invoice.**
3. Unless otherwise agreed by the parties, the payment deadline is 8 (eight) days from the date of issue of the invoice.
4. In the case of late payment, the statutory interest according to the Civil Code shall apply. Interest on late payment shall be due from the first day of the delay, irrespective of the communication of the payment demand of JH or the date thereof. JH shall be entitled to claim damages in excess of the default interest, as well as any other claims, including the lump-sum recovery costs in accordance with the relevant legislation.
5. **In the event of a delay in payment exceeding 30 days, JH is entitled to withdraw from or terminate the One-Time Contract and to claim liquidated damages for frustration and damages for any loss in excess of the liquidated damages. The liquidated damages for default shall be 30% of the agreed Net Purchase Price (base of liquidated damages).**
6. **Each Party shall have a right of set-off or retention against the claims of the other Party only if the other Party has given its prior written consent.**
7. **Payments to be made by the Customer are deemed to have been made when credited to the bank account specified in the JH account.** Payments made to JH's partners or agents are not deemed to be settlements.
8. Payments shall be made directly to the bank account specified in JH's invoice in the currency specified in the One-Time Contract. In case of incorrect or erroneous transfer (e.g., transfer to a HUF bank account instead of an EUR or vice versa), the Customer shall immediately reimburse JH for any additional costs incurred (e.g., exchange rate losses, bank charges).
9. **The Customer is obliged to provide the order number(s) (PO number(s)) at the latest at the time of the conclusion of the contract, failing which JH will invoice without a PO number and the Customer is not entitled to reject the invoice on this basis.**

**VI. Retention of title**

1. JH retains title to the relevant Equipment until the Purchase Price has been paid in full.
2. The Customer may not alienate or encumber the Equipment subject to the retention of title during the period of validity of the retention of title.
3. The Customer shall fully insure the Equipment during the retention of title with an appropriate amount of insurance at least against fire, water damage and theft. If maintenance or repair work is necessary, the Customer shall have this carried out at its own expense within the prescribed period.
4. During the term of the retention of title, the Customer shall immediately notify JH in writing of any enforcement action concerning the Equipment and shall send a simple copy of all related documents to the JH. In addition, the Customer shall use its best efforts to prevent the enforcement action from being taken, to the extent permitted by applicable law. If JH brings an enforcement action against a third party in respect of the Equipment, the Customer shall reimburse JH for the costs of the action and the costs incurred in the proceedings and out of court, to the extent that such costs are not recoverable from the third party.
5. If the Customer is at least 30 days in arrears with the payment of the Purchase Price and JH has not exercised its right of withdrawal under clause V/5, the JH shall (without prejudice to clause V/5) be entitled to repossess the Equipment subject to the retention of title at the Customer's expense. If the Equipment is in the possession of a third party, the Customer shall, on first demand, indicate where the Equipment is located and shall do everything possible to enable JH to take possession.
6. If the court (even in the first instance) orders the liquidation of the Customer or the Customer initiates bankruptcy proceedings against itself or resolves winding-up or, even prior to these proceedings, if the Customer gives notice of its own insolvency or if the Customer's assets are frozen in the course of official proceedings, JH shall be entitled to withdraw from the One-Time Contract, to demand the immediate return of the Equipment subject to retention of title and to claim liquidated damages for frustration and/or damages not covered by the liquidated damages. The liquidated damages shall be 30% of the agreed net Purchase Price (liquidated damages base).

**Warranty**

**VII/A.**

**Warranty of title**

1. JH warrants that no third party has any rights in the Equipment that restrict or prevent the Customer from using the Equipment.
2. In the event that a third party asserts a valid claim against the Equipment or any part thereof based on copyright or industrial property rights, JH shall, at its own option and expense, (i) establish a right of use for the Equipment which alters the subject matter of the sale in a way that does not infringe patent or copyright, or (ii) replace the Equipment or the relevant component or equipment thereof. If this is not possible under reasonable conditions after the expiry of the period agreed by the parties, the Customer shall be entitled to withdraw from the contract.

**VII/B.**

**Warranty**

1. JH warrants that the Equipment will comply with the terms of the contract and any applicable laws and regulations at the time of taking possession.
2. The Customer's warranty claim shall expire one year after the date of taking possession. **The limitation period for the warranty is forfeiture.**
3. The Customer shall notify JH in writing of its objection within the shortest time possible under the circumstances after the discovery of the defect.
4. The duration of a guarantee commitment is only recorded in the One-Time Contract, in which case the provisions of this GTC on the warranty of accessories shall apply accordingly to warranty commitments.
5. **JH shall, at its option, at no charge, correct any defect (incomplete or faulty performance) in the Equipment at the time of delivery to the Customer or replace the Equipment, for which the Customer shall provide JH with a reasonable time and opportunity. The Customer may exercise its other warranty claims under the Civil Code only after the above has been unsuccessful, if the statutory conditions are fulfilled, and only in respect of the defective Equipment.**
6. In case of replacement or repair, the warranty period will not be extended or restarted after the replacement or repair of the Equipment.
7. The Customer shall be liable for all defects and damages resulting from improper or non-contractual use (in particular overloading, abrasion, natural wear and tear, incorrect or negligent handling, failure to deliver or to wait for technical delivery). If the Customer or a third party carries out work, alterations, reconstruction or repairs to the Equipment without the prior consent of JH, the Customer shall not be entitled to assert any warranty claims. The same shall apply if the

- renovation or replacement of a component or equipment in need of renovation is postponed at the request of the Customer. In particular, JH shall not be liable for defects resulting from (i) failure to maintain or to maintain in accordance with the applicable legal and professional requirements and JH's instructions and technical guidelines, (ii) the use of inappropriate operating parts and spare parts, inappropriate socket design, chemical, electrochemical or physical influences.
8. In the case of a justified warranty claim, JH shall bear the costs of the replacement of the parts or the Equipment in addition to the labour costs of the repair or replacement.

#### VIII. Software usage

1. If software is also the subject of the sale and the parties have not concluded a separate usage agreement, the Customer shall be granted a non-exclusive right to use the software integrated into the Equipment, including its documentation. The software may only be used for the Equipment specified in the One-Time Contract and can not be used for any other Equipment or system.
2. The Customer shall be entitled to reproduce, adapt, process, change, translate, modify in any other way, and to produce source code from the object code only to the extent permitted by law (Articles 58-60 of the Copyright law). The Customer undertakes not to remove or alter the producer's (author's) data, in particular copyright notices, without the prior express consent of JH.
3. JH or the supplier of the software shall remain the owner of all other rights to the software integrated into the Equipment and to the documentation, including copies thereof. The Customer shall not be entitled to transfer the acquired right of use.
4. The software contained in the Telematics Box (see Section XII/2 of the GTC) is not subject to the above provisions, unless otherwise agreed between the parties.

#### IX. Liability for damages

1. **JH is obliged to compensate the Customer only for the actual damage caused to the Equipment (the so-called direct damage) in respect of damages caused to the Customer by breach of contract, provided that the liability of JH for damages shall be limited to the net purchase price of the Equipment affected by the damage, provided that the liability of JH may not be excluded or limited to damage caused intentionally, to human life, physical integrity or health with regard to Article 6:152 [Limitation or exclusion of the consequences of non-performance] or Article 6:526 [Limitation or exclusion of liability] of the Civil Code.**
2. No further claims for damages may be made against JH. JH is liable to pay liquidated damages under the contract, the Customer shall not be entitled to claim any damages in excess of the liquidated damages, unless excluded by law.
3. The Customer is liable if the Customer or a person acting on the Customer's behalf causes damage to the Equipment, resulting in damage to life, physical integrity, health and/or property of JH and/or third parties. The Customer shall also be liable for any damage, including consequential damage, resulting from the concealment by the Customer of an obvious defect resulting from the improper use of the Equipment or from a defect in the Equipment.

#### X. Jurisdiction, Applicable law, Enforcement measures

1. In the event of any dispute arising out of or in connection with this contract, including, but not limited to, its breach, termination, validity or interpretation, the Parties mutually agree to enter into negotiations with a view to reaching an amicable settlement. In the event that the Parties are unable to reach a written agreement within 30 days of the commencement of the negotiations, the provisions of the Code of Civil Proceedings (Act CXXX of 2016) shall apply to the disputes of the Parties where the value of the subject matter is below 10 million Forints. **In the case of disputes with a matter value of 10 million Forints or more, the parties exclude state court procedures and submit to the exclusive and final decision of the Permanent Arbitration Court (Commercial Arbitration Court, Budapest) of the Hungarian Chamber of Commerce and Industry, provided, that the Arbitration Court will act in accordance with its Rules of Procedure (supplemented by the provisions of the Sub-rules on Expedited Procedure), with three arbitrators and that the Hungarian language shall be used in the proceedings. The parties exclude the possibility of a retrial under Chapter IX of Act LX of 2017 on Arbitration.** The Parties may also enforce their claims for money arising from this contract by means of a payment order procedure, it being expressly agreed that in the event that the payment warrant procedure turns into a lawsuit, the procedure may be continued, at the option of the plaintiff, before the state courts regardless of the value of the subject matter.
2. The substantive law applicable to the resolution of all disputes is Hungarian law, excluding its conflict of law rules. All legal relations between JH and the Customer shall be governed by Hungarian law.

#### XI. Data protection, data license and data sharing under Regulation (EU) 2023/2854, compliance, complaints handling

1. JH, as the data controller, shall also handle personal data, including the contact details provided in the One-Time Contract (in particular the name, e-mail address, telephone number, position of the natural person acting on behalf of the legal person) in accordance with the applicable laws, in particular the provisions of Act CXII of 2011 on the Right to Information Self-Determination and Freedom of Information and the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter referred to as "GDPR"). If the personal data is an employee's of the Customer who is not a natural person, the personal data will be transmitted by the Customer to JH to the extent necessary for the purposes of the contract. JH, as an independent data controller, receives and processes this personal data in the legitimate interest of the Customer or the Parties (performance of the One-Time Contract) pursuant to Article 6 (1) (f) of GDPR to the extent necessary for the purpose (maintaining contact in connection with the One-Time Contract), for which JH has carried out an appropriate balancing of interests analysis. JH will process the contact details provided or modified for the purpose of the One-Time Contract for a period of 5 years after the termination of the One-Time Contract. The retention period for the documents on which the invoice is based is 8 years.
- Likewise, the above data is also processed by JH for the purpose of sending so called Business network newsletters on the basis of its legitimate interest in direct marketing.** The Customer declares that it lawfully processes the contact data shared with JH and undertakes to inform all data subjects concerned by the data sharing about the details of the processing carried out by JH data controller (including the data subjects' data protection rights, including their right to object to the above processing) by means of the privacy notice [available on the JH website](#).

2. Jungheinrich group offers its Customers a wide range of hardware and software solutions to enable step-by-step, Customer-centric digitalisation and automation of warehouse processes, as well as optimisation in the use and management of vehicle fleets. During this process, data is generated, stored and processed (Product Data and Related Service Data) by our networked products and connected services, including vehicles with built-in telematics boxes (hereinafter referred to as: „Telematics Box“), mobile robots and the Jungheinrich FMS fleet management system. We use the Product Data and Related Service Data on behalf of JH Customers for numerous connected services that support their warehouse and fleet management, as well as to optimise our networked products for use by JH Customers.
- In order for the Customer to benefit from all the advantages above, the Customer shall give its express consent, therefore, **by signing the One-Time Contract and/or accepting the GTC, the Customer declares that it has learned the [Legal Terms and Conditions for the Use of Product Data and Related Service Data](#) (link: [www.jungheinrich.hu/eu-data-act-legal-terms](http://www.jungheinrich.hu/eu-data-act-legal-terms)), thereby the Customer has received the necessary information from JH, and, with this knowledge, authorizes the Data Holder to use the, product- and service-specific (available in the Legal Notice), Product Data and Related Service Data, which do not qualify as personal data in principle, for the purposes specified in the Legal Terms and Conditions to the extent permitted by the relevant legislation, and JH shall undertake to make the data available to the Customer in accordance with the Legal Terms and Conditions in the event of a legitimate data request.**
3. The JUNGHEINRICH Group, and therefore JH, has for years made compliance a top priority. As part of its business activities, JH assumes economic, environmental and social responsibility, and its compliance system ensures that it fulfils this responsibility towards its employees, suppliers, business partners and customers. JH sets out the corporate values that JH believes in and therefore expects from its customers as binding guidelines in its [Code of Conduct](#).
  4. As part of product responsibility and product safety, JH complies with the legal requirements on hazardous substances for all its products, including the Equipment. If the Customer requires further information on substances that are notifiable under Regulation (EC) No 1907/2006 (REACH) (also known as SVHCs or marked substances) or compliance with additional substance bans or restrictions, JH will provide further information in response to enquiries sent to [compliance@jungheinrich.hu](mailto:compliance@jungheinrich.hu) or [material.compliance@jungheinrich.de](mailto:material.compliance@jungheinrich.de).
  5. It has always been of the utmost importance to JH that we receive first-hand information about problems, abuses and potential violations affecting our company and that we remedy them as soon as possible. [The JH whistleblowing system](#) is designed to provide a confidential and secure channel for investigating reported infringement, while protecting whistleblowers from potential retaliation.

#### XII. Miscellaneous provisions

1. The Customer shall notify JH immediately of any changes in its seat, legal form and liability of its business (e.g. transformation) during the period from the conclusion of the One-Time Contract until the end of the legal relationship.
2. JH reserves its intellectual property rights and/or its rights under copyright in the quotations, technical and process plans and specifications, Equipment documentation and other documents provided to the Customer. These documents or parts thereof may be disclosed to third parties only with the prior consent of JH. If no One-Time Contract is signed, the Customer shall return the documents to JH without undue delay and without any further notice or irretrievably delete the documents in digital form.
3. The Customer may assign its rights and claims under this Contract to a third party only with the prior written consent of JH.
4. The Parties undertake to treat as confidential the quotations and orders, the facts and conditions of this GTC and the One-Time Contract, as well as the business secrets and know how (§ 1 of Act LIV of 2018 on the Protection of Business Secrets) they become aware of in the course of the performance of this GTC and the One-Time Contract, and not to disclose or make them available to third parties.
5. Any legally effective notices given under this GTC and the One-Time Contract shall be in writing and sent to the contact details of the parties set out in the One-Time Contract or to the person(s) indicated therein by direct delivery with proof of receipt, registered mail with return receipt, or email. **The parties expressly agree that, with the exception of the amendment or termination of the One-Time Contract, for which a signature in the form of a company signature or an identification in lieu thereof (electronic signature certifying the written form in accordance with the Civil Code) is a formal condition, they may notify each other of information related to the performance of the One-Time Contract through their contact persons specified in the One-Time Contract using the e-mail address of the contact person indicated.** Notifications sent by e-mail are deemed to have been delivered on the working day following the day of sending in the absence of a read receipt. Notices and confirmations sent electronically by e-mail under the One-Time Contract shall be received by the other party without a company signature or substitute identification, which the parties acknowledge and accept unless proven otherwise. With respect to e-mails generated as set forth above, the parties shall not be entitled to claim before any court or other authority that they do not comply with the requirements of written documents in the name of the company, unless it can be shown that they were used with fraudulent or other unlawful intent. If a dispute arises with respect to the sender's e-mail regarding the identity of the sender or the content of the e-mail, the sender shall bear the burden of proving that the e-mail was not sent by the person designated as the sender or with the content as received.
6. **In awareness of its criminal liability, the Customer declares that the person acting on behalf of the Customer during the conclusion, termination or amendment of the contract and the execution and performance of the contract (including, but not limited to, e-mail communication, the takeover or handover of the Equipment, the signing of the delivery note) has the right to represent and act as a representative, and that JH is not obliged to investigate this separately.**
7. If a person who does not understand Hungarian acts on the Customer's part when signing the One-Time Contract, the validity of the written declaration is further subject to the condition that the One-Time Contract itself shows that its contents have been explained to the Customer's signing representative by the witness indicated by the Customer in the One-Time Contract. Compliance with this formality is the responsibility of the Customer.

This document is an unofficial English translation of the GTC available in Hungarian language at the following [link](#)<sup>1</sup>. If any interpretation issues arise in connection with the provisions of the GTC, the provisions of the Hungarian GTC shall prevail.

<sup>1</sup> <https://jungheinrich.hu/altalanos-szerzodesi-feltetelek/eszkozok-adasvetelere-es-szerelrese-vonatkoz-aszf-1854906>