

GENERAL TERMS AND CONDITIONS FOR THE LONG-TERM LEASE OF EQUIPMENT

WITH FULL SERVICES

VALID FROM 01 NOVEMBER 2025

I. Scope

- The scope of these General Terms and Conditions (hereinafter: "GTC") apply to legal relationships between the customers as the lessees (hereinafter: "Customer") and JUNGHEINRICH Hungária Kft. as the lessor (hereinafter: "JH") involving the long-term rental and Full Service of non-fixed-track material handling equipment and machinery (hereinafter: "Equipment").
- 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, which GTC provisions are set out in bold in the present GTC document. This distinctive marking is used by JH to inform the Customer properly and explicitly of such different terms and conditions, and the Customer hereby declares that it has been specifically informed of such terms and conditions and expressly accepts such terms and conditions.
- The Customer's purchasing conditions or other general terms and conditions are excluded.
- 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.
- These 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 with respect to the subject matter of the service.
- In the event of any conflict of substance between the One-Time Contract and these GTC, the provisions of the One-Time Contract shall prevail with respect to the legal relationship governed by the One-Time Contract. The provisions of the GTC shall prevail in respect of any matter not covered by the One-Time Contract. In the event of any conflict of substance between the contract laying down the specific terms and conditions of the legal relationship between the parties and the annexes thereto, other than these GTC, the provisions of the annexes shall prevail.
- In the case of a continuing business relationship, the provisions of these GTC shall also apply to any individual future agreements with the Customer on contracts to be concluded on the subject matter of these GTC, as long as no other terms are expressly agreed.

II. Contract conclusion, Subject of the contract

- A contractual relationship between the parties will only be established by the signing of a separate written One-Time Contract, i.e., 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 tender) shall require the signing of a separate written One-Time Contract. 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 contract¹, provided, that if the final contract is not concluded for reasons for which the Customer is responsible, the Customer shall pay to JH a penalty² for failure, the amount of which shall be the net rent for half of the rental period but, in the case of contracts with a rental period of 24 months or more, at least 18 months' net rent. If the Customer withdraws from the One-Time Contract after its signing, the Customer shall pay to JH a penalty for failure equal to the amount of the penalty for failure indicated in this clause.
- 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.
- All data concerning the characteristics of the Equipment in brochures, catalogues, advertising, correspondence containing offers 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.
- 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.
- JH reserves its intellectual property rights and/or its rights under copyright in the quotations and machine documentation prepared by it, as well as 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.

III. Place of delivery, Transportation, Penalty for delay, Partial delivery

- Unless otherwise agreed by the parties, JH will transfer possession of the Equipment at the place agreed with the Customer. The place of transferring possession (place of delivery) of the leased Equipment shall be the place specified in the One-Time Contract. Any change to the terms of performance or place of delivery shall be subject to the prior written consent of JH.
- In the case of "ex works" delivery, the Customer shall transport the Equipment when made available by JH, at the time indicated in advance by JH. In the case of transport by JH to the Customer's premises, the Customer shall take delivery of the Equipment at the time of delivery. In the case of delivery to the Customer's premises, the Customer shall bear the freight.
- The risk of damage in respect of the Equipment shall pass to the Customer at the time the Equipment are transferred to the Customer's possession by JH at the previously agreed time.
- If the Customer fails to take possession of the Equipment within the time limit set out above (delay in taking delivery), the Equipment will be stored by JH and the Customer shall be liable in particular for any additional costs (e.g., storage and maintenance costs) and risk of damage resulting therefrom. In particular, in the event of a delay of more than 30 days for which the Customer is responsible, JH shall be entitled to withdraw from the contract and claim a penalty for failure or damages. In case the Customer expressly and definitively refuses to take delivery, the 30-day grace period may be waived. The penalty for failure shall be the net rent for half of the rental period but, in the case of contracts with a rental period of 24 months or more, it shall not be less than 18 months' net rent.
- If the Customer is late in taking delivery as described above, JH is entitled to charge a penalty of 50% of the net rent for the period of the delay.
- If JH is late in providing the Equipment and the circumstances set out in clauses VIII/1-2 below do not exist, the Customer shall be entitled to claim a penalty for delay until the 60th day of the delay, at the rate of 50% per calendar day of the monthly net rent of the Equipment not provided on time. Incomplete delivery shall not be considered as late delivery, provided, that the proper use of the Equipment is still ensured.

- JH shall be entitled, at its own option, to provide bridging machine(s) of an appropriate specification to the Customer in lieu of paying the penalty for delay. The term of this contract shall be extended by the time during which the Customer uses a bridging machine. The Customer shall be entitled to withdraw from the contract from the 91st day of the delay in accordance with the provisions of the Civil Code. The Customer shall be entitled to exercise the right of withdrawal only in respect of the Equipment affected by the delay.
- 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.
- 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 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.

IV. Rental fee (in the GTC as "rent"), Terms of payment

IV/A. Rent

- The rent (which includes the consideration for the Full Service) is set out in the One-Time Contract. The rent is due monthly in advance, within 8 days on the first working day of each calendar month. The invoices shall be paid without deductions. **A certificate of completion will not be issued.** If actual work has been carried out in the relevant month in respect of the Full Service, its receipt and verification by the Customer shall be as set out in Chapter VII.
- The rent does not include the costs related to the operation of the Equipment (fuel, windscreen washer fluid, additional and replacement of bulbs, lubricants between maintenance and their refilling, etc.), unless otherwise provided for in the One-Time Contract, which shall be borne by the Customer. For services not included in the Full Service under the One-Time Contract (see Section 2 (Service Volume) of the "Machine Sheet" annex to the One-Time Contract), JH's service charges and service conditions in force at the time shall apply.

IV/B. Modification of the rent

1. Adjustment of fees due to changes in the swap rate

The monthly rent is calculated on the basis of the fixed EUR interest rate provided by the Lessor's refinancing partner at the time of signing the One-Time Contract. If the EUR 5 Years IRS Interest Rate Swap opening interest rate (<https://www.investing.com/rates-bonds/eur-5-years-irs-interest-rate-swap-historical-data-time-frame:daily-open-column-figure-%>) valid on the first day of the month in which the One-Time Contract is concluded (date of signing the contract or, in case it is not signed at the same time, the date of signing by the last party) differs from the swap opening rate valid on the first of the month of the taking of possession (date of issuing the delivery note) per Equipment, the Parties shall, at the initiative of the Lessor (written information below), adjust the rent stipulated in the One-Time Contract by 2.93 times the change in the interest rate as follows:

- IR^B (base rate): the EUR 5 Years IRS Interest Rate Swap opening interest rate valid on the first day of the month in which the contract is signed;
- IR^A (current interest rate): the EUR 5 Years IRS Interest Rate Swap opening interest rate valid on the first day of the month of the taking of possession (date of issuing the delivery note) per Equipment;
- interest rate change = IR^A - IR^B;
- Swap rate adjustment rate: (IR^A - IR^B) x 2.93 x total monthly fee
- modified rent = total monthly fee under the One-Time Contract + Swap rate adjustment rate

The Lessor shall inform the Lessee of the revised rent in writing by e-mail to the Lessee's financial contact prior to the first invoicing of the full monthly rent. No other legal declaration is required for the rent adjustment under this clause to take effect.

2. Inflation adjustment based on the HICP index

The Parties agree that 40% of the rent (hereinafter: "rent to be indexed") will be indexed as follows in order to ensure the stability of value.

The rent to be indexed will be increased by the value of the European Union's EU 27 harmonised consumer price index³ ([All items HICP - first published data \(monthly index and annual rate of change\)](#)) for the first time as follows:

- IR^B (base index): the monthly index published for the month in which the contract is concluded (date of signing the contract or, in case of signing at different times, the date of signing by the last signatory);
- IR^A (current index): the monthly index published for the month of December of the year preceding the indexation (1 March);
- applicable index = IR^A / IR^B;
- indexed rent = rent to be indexed x applicable index.

In the subsequent years, the inflation adjustment of the HICP described above will take place by taking into account the monthly inflation data published for the month of December of the year preceding the indexation (1 March) ([HICP - monthly data \(annual rate of change\)](#)). Indexation will only take place (both for the first time and in subsequent years) if the applicable index or the relevant inflation figure is above 2%.

The annual indexation (the first and each subsequent annual indexation) shall be due on 1 March of each calendar year, with effect from that day. JH will inform the Customer in writing (via e-mail to the Customer's financial contact) of the indexation rate prior to the indexation due date, indicating the relevant HICP data.

The annual indexation shall take place for the first time

- for contracts signed by 30 June of the year in question (including 30 June), effective of 1 March of the calendar year following the signing of the contract (T+1),
- for contracts signed after 30 June of the year in question, effective of 1 March of the second calendar year following the signing of the contract (T+2).

A reduction in the rent to be indexed is excluded.

3. Fee adjustment due to a change of operating conditions

JH is entitled to initiate an adjustment of the rents in the event of a change in the operating conditions applied by the Customer as specified in the contract. If no agreement is reached with the Customer within 60 days, JH shall be entitled to terminate the One-Time Contract with 1 (one) months' notice and

¹ the Hungarian equivalent of preliminary contract: előszerződés

² the Hungarian equivalent of penalty: kötbér

³ Currently 2015=100, but always according to the current reference year. In the future, it is expected to be 2020=100, 2025=100, etc.), with the proviso that the "EU27" indicator will change accordingly as the number of EU member states changes

claim a penalty for breach from the Customer, amounting to the net rent for the remaining period of the rental period, up to a maximum of 18 months' rent.

IV.C. Terms of payment

1. Invoice will be issued and delivered on the basis of the information provided by the Customer in writing at the time of the signing of the One-Time Contract. **Complaints about the invoice may be made in writing within 8 days of receipt of the invoice.**
2. 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.
3. **The Customer shall only have the right to set-off or retention against JH's claims if JH has given its prior written consent.**
4. **Payments to be made by the Customer are deemed to have been made when credited to the bank account specified in JH's invoice.**
5. 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).
6. If the Customer wishes to change the order number(s) (PO number(s)) provided by it at the time of signing the contract in a way that may affect JH or if the Customer did not provide a PO number at the time of signing the contract but wishes to provide one later, JH is entitled to invoice an administration fee of HUF 15,000 + VAT per PO number. If the Customer fails to pay the administration fee on time and JH therefore invoices with the previous PO number or without a PO number in the absence of a previous PO number, the Customer is not entitled to refuse the invoice on this ground. The Customer shall notify JH in writing of its request to change the PO or provide a PO no later than the 15th day of the month preceding the month in question.

V. Possession and use

1. In particular, the Customer may not sublet, lend, lend for use or lease or allow the use of the Equipment, nor may it transfer the possession of the Equipment to any third party, directly or indirectly, regardless of the title, unless JH has given its prior written consent thereto. The Customer shall not alienate or encumber the Equipment.
2. The Customer shall use the Equipment with proprietary solicitude and comply with the instructions for use and all safety instructions. In particular, the Customer shall take care not to exceed the load capacity of the Equipment. The Customer shall ensure that the professional staff working with the Equipment are properly trained and that the applicable legislation in force is complied with at all times.
3. The Customer shall use only materials of the quality specified in the instructions for use (e.g. fuel, lubricants) for the use and operation of the Equipment.
4. The Customer shall inform JH in writing without delay of any negative changes in the condition of the Equipment (except for deterioration of the condition arising in the course of normal use) (in particular damage, loss, destruction of the Equipment) and of any failure of the Equipment.
5. JH is entitled to inspect the condition of the Equipment at any time without undue disturbance to the Customer. If JH notices any deterioration of any Equipment (other than deterioration under normal use), JH shall be entitled to carry out the necessary repairs at the Customer's expense at a time specified by JH, no later than the end of the rental period.
6. The specific Full Service conditions for maintenance and repair works are set out in the One-Time Contract.
7. It is the responsibility of the Customer to carry out the daily and weekly maintenance tasks, including the materials used, in particular the proper recharging of the batteries with deionised water.
8. The Customer shall ensure the proper removal and disposal of worn parts and tired oil and other used materials generated during the performance of the contract, unless otherwise agreed by the parties on a case-by-case basis. Should any legal provisions come into force that provides otherwise, the Customer shall enter into an appropriate agreement with JH for the handling of obsolete parts and used materials.
9. JH provides the material handling equipment and machines, including the Equipment subject to this lease, equipped with a so-called Telematik Box data collection tool (hereinafter referred to as "Telematik Box"). The Telematik Box collects and transmits device data (e.g., lifting, lowering, running, speed, position, operating state (on/off state), temperature of device components, operating hours, event list) to JH during the operation of the Equipment. The data transmitted do not contain personal data. JH is entitled to use the data obtained in this way for its own purposes (including, in particular, operating hours, product development and optimization, remote repair) indefinitely in space and time. JH is entitled to transfer this right to its subcontractors and also to third parties with other legal relationships with JH. Unless otherwise provided in the One-Time Contract, the Customer shall not be entitled to claim such data, and JH shall not be obliged to make such data available to the Customer, or to process them for the purposes of the Customer.

VI. Operating hour counter, Accounting of operating hour

1. If JH equips the Equipment specified in the contract with an operating hour counter, the Customer shall immediately notify JH of any malfunction of, damage caused to or manipulation of the operating hour counter. If the operating hour counter does not record accurate data for more than one week after a given reading, JH is entitled to add 10% to the average number of operating hours of the previous period on the basis of the data recorded by JH.
2. JH shall be entitled to account for the additional operating hours relative to the annual operating hours at the earliest 9 months after the transfer of possession, and thereafter annually and/or at the end of the contractual relationship. The accounting is based on the latest operating hours recorded in JH's system, which JH will notify to the Customer in writing (e-mail).
3. Unless otherwise agreed by the parties, a surcharge of 0.5% of the monthly rent will be charged for each additional hour of operation per year if the annual operating timeframe per Equipment specified in the One-Time Contract is exceeded.

VII. Full Services

Operating conditions

1. In respect of the Equipment, JH will in all cases carry out a preliminary assessment of the documentation of the operating conditions. The assessment shall be an integral part of the One-Time Contract. The Equipment may only be operated as specified in the assessment. Changes in the place and circumstances of operation are only possible with the prior written consent of JH or with the amendment of the One-Time Contract.

Scope of delivery

2. Only JH is entitled to perform the services set out in the One-Time Contract.
3. Unless otherwise agreed by JH with the Customer, the replacement of the tyres or wheels required due to wear under normal use is limited to one set per Equipment per year. Tyres or wheels required in excess of this will be accounted for separately on the basis of their use. Unless otherwise agreed by JH with the Customer, the service provided by JH does not include the replacement and/or repair of batteries. The Customer shall bear the costs of bridging and/or maintenance, repair and commissioning works and necessary technical inspections, as well as the costs of the replacement of tyres and/or wheels if they are caused by any improper, unintended and/or non-contractual use of the Equipment.

Customer's involvement and rendering technical assistance

4. The Customer shall make the Equipment on which the contracted service is to be performed available to JH for the required period of time, or provide JH's service technicians with unhindered access to the Equipment.
5. During the work to be carried out at the Customer's premises, the Customer shall ensure the following:
 - a. The premises and the equipment necessary for carrying out the work are available. The Customer shall also, at its own expense, provide appropriate technical assistance, in particular free and adequate availability of auxiliary personnel, auxiliary equipment, necessary means of transport, as well as electricity, water and other necessary operational equipment, in due time, including appropriate connections. The auxiliary staff shall follow the instructions of the persons assigned by JH to perform the work. JH shall not be liable for the auxiliary workforce provided.
 - b. The Customer shall also ensure that the performance of the service can commence immediately upon the arrival of JH's service technicians and can continue without delay until the takeover by the Customer.
 - c. The Customer shall take the necessary measures to ensure the safety and security of persons and property at the place where the service is provided. The Customer shall ensure, at its own expense, that JH's service technicians receive appropriate training in the specific work safety and other relevant regulations in force at the Customer's premises, where they are relevant to the activities performed by the service technicians. In such a case, the Customer shall pay JH's hourly service rate from time to time for the duration of the training for the persons attending the training.
6. Any delay caused by the Customer shall be borne by the Customer.
7. If the Customer fails to comply with the above obligations, JH is entitled, but not obliged, to take the relevant measures from time to time or to instruct a third party to take such measures on behalf of the Customer at the Customer's expense. JH expressly reserves the right to assert any further claims.

Time of performance, Delay in performance

8. The specific dates for repairs and regular maintenance to be carried out in the framework of the Full Service at the request of the Customer shall be determined by JH. The dates and time limits given are recommendations based on estimates.
9. If the Customer places an additional or supplementary order or if additional work is required, the deadline for the contractual performance of the Full Service shall be extended accordingly.
10. If JH is delayed in performing the Full Service under the contract for a reason for which it is responsible and/or the circumstances set out in clauses VIII/1-2 do not exist, the Customer shall be entitled to claim a penalty for the damage incurred by it as a result of the delay for each full week of delay, at the rate of 0.5% per week of the annual rent for the Equipment affected by the delay, up to a maximum of 5% of the annual rent.
11. JH shall be entitled, at its own choice, to provide the Customer with a bridging machine(s) of an appropriate specification in lieu of the payment of the penalty for delay. The Customer has the right to withdraw from the contract according to the Civil Code from the 91st day of the delay or in the event that JH prohibits the use of the bridging machine provided by it before the end of the delay or takes back its possession. The Customer may exercise the right of withdrawal only in respect of the Equipment affected by the delay.
12. During the repair (including repairs outside the scope of Full Service) and any possible delay thereof, the Customer's obligation to pay the rent shall continue.

Risk bearing and transportation

13. Upon notification to the Customer of the performance of the contractual Full Service, the risk of damage shall pass to the Customer. **If the place of performance of the service is the registered address or place of business of JH, JH will store the Equipment at the risk and expense of the Customer during the period between the notification and the removal of the Equipment by the Customer.**
14. **In the event that the repair of the Equipment cannot be carried out at the Customer's premises, the Customer shall be responsible for the transport and return transport of the Equipment at the Customer's expense. The Customer shall bear the risk of loss, destruction or damage during the transport and return transport.** The cost of transport shall also be borne by the Customer if, by agreement, the transport is carried out by JH.
15. JH does not take out insurance in respect of Equipment transferred to JH by the Customer in order to provide the Full Service under the contract.

Acceptance of contractual performance

16. If the service under the contract has been performed, JH will, at its option, communicate this to the Customer by sending a copy of the digital service report or by delivering a copy of the recorded service report. Acceptance of the service by the Customer and, thus, acknowledgement of performance, shall be confirmed by the Customer signing the digital service report or service report.
17. If the Customer does not expressly object in writing at the time of acceptance of the repair/maintenance services included in the Full Service and/or ordered outside the scope of Full-Service, and if the acceptance does not take place within the agreed time limit or at all for reasons beyond the control of JH, the acceptance of the contractual service shall be deemed to be in compliance with the contract and, thus, performance shall be deemed to be confirmed.
18. JH is obliged to draw up a service report on the time and materials used and the parts installed after the completion of the work or daily in the case of work of a longer duration, and to hand it over to the Customer, who must sign it and thereby confirm its completion.
19. If the Customer is late in taking back the Equipment made available by it, JH is entitled to charge the Customer an appropriate fee for the storage of the Equipment corresponding to the prevailing market rates from time to time.

VIII. Common rules for the delivery of the Equipment and Full Service

Force majeure clause and conditional commitment:

1. The time for performance (delivery/service) 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 2 below, which arise for reasons beyond JH's control, provided, that such obstacles have a demonstrable impact on the completion, delivery or performance of the Full 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 terminate the One-Time Contract without any adverse legal consequences.
2. JH's performance (delivery/service) obligation is conditional on correct and timely delivery 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 supplies and services from other sources in a timely manner despite reasonable efforts.

Although the conflict between Russia and Ukraine, the Covid-19 pandemic and the resulting difficulties in the performance of the contract are known to both parties at the time of signing the contract, the parties agree that 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, in particular, Covid-19), war or warlike situation

(whether declared or not, in particular, the military conflict between Russia and Ukraine since February 2022) 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.

Reservation of rights in the event of the customer's overdue debt

- JH reserves the right to refuse delivery or service 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. Delayed delivery for such reason shall be deemed to be a delay in taking delivery (clauses III/5-6 of the GTC).

IX. Warranty of title, Implied warranty

IX/A. With respect to the Equipment, JH warrants the following:

- JH warrants that no third party has any rights in the Equipment that restrict or prevent the Customer from using the Equipment. This obligation is governed by the rules of warranty of title, with the exception that the Customer may terminate the contract instead of withdrawing.

IX/B. With respect to the rental of the Equipment and Full Service, JH provides the following warranties:

- JH warrants that the Equipment are fit for their contractual use and comply with the specifications of the contract from the technical delivery throughout the duration of the rental. This warranty shall be governed by the rules of the Civil Code on warranty for defective performance, with the exception that the Customer shall have the right of termination instead of withdrawal.
- No guarantee is undertaken. Therefore, neither the instruction manual nor a positive response or other statement made by JH to correct the defect shall be considered a guarantee statement.
- The Customer shall be liable for any damage resulting from improper or non-contractual use. If the Customer or a third party carries out any work, alterations or repairs on the Equipment without the prior consent of JH, the Customer shall not be entitled to any warranty claims. The same shall apply if the renovation, replacement or repair of the part of the Equipment that needs renovation or repair is not carried out at the request of the Customer.
- The Customer shall notify JH in writing of its warranty claim within the shortest time possible under the circumstances after the defect is discovered.
- JH will, at its own option, either repair the defect that existed in the leased Equipment at the time of its delivery to the Customer or replace the Equipment, for which the Customer shall provide JH with a reasonable time and opportunity.**
- JH will, at its own option, either correct or re-perform the Full Service which is proven to be incomplete or defective at the time of receipt, free of charge, for which the Customer shall provide JH with a reasonable period of time and a suitable opportunity.**
- In the event 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 repair, replacement or re-fulfilment.
- In the event of failure to correct the defect within a reasonable period, to replace the Equipment or to resume the Full Service within a reasonable period, the Customer shall be entitled to claim a proportionate reduction of the rent or to terminate the One-Time Contract (only in respect of the Equipment actually affected by the defect) in accordance with the provisions of the Civil Code, and the Customer may not claim replacement.

X. Liability for damages

- As regards the liability of the parties for damages, the following sections of the Civil Code apply: Section 6:174 [Damages in case of lack of conformity], Section 6:142 [Liability for damages caused by breach] and the provisions regarding liability for non-contractual damages [Section 6:518 of the Civil Code].
- Sections 6:143 [Amount of compensation] and 6:522 [Extent of liability to pay compensation] of the Civil Code shall be governed by the provisions of this Chapter.
- In relation to damage caused to the Customer by breach or non-conforming performance, respectively, to non-contractual damages, JH shall be liable only to compensate the actual depreciation in the Customer's Equipment, provided, that, JH's liability for damages linked to the rental shall be limited to the net rent of the Equipment affected by the damage for 1 (one) year, while the liability for damages in connection with the Full Service shall be limited to the net rent of the Equipment affected by the damage for 3 (three) months, with the proviso that JH's liability shall be limited to the net rent of the Equipment affected by the damage for the period of 1 (one) year, provided, that JH's liability may not be excluded or limited for damage caused intentionally and causing harm to human life, physical integrity or health under the provisions of Sections 6:152 § [Limitation and exclusion of the legal consequences of breach] and 6:526. § [Limitation or exclusion of liability for damage] of the Civil Code.
- No further claims under the legal title of damages may be brought against JH. If JH is liable to pay a penalty based on the contract, the Customer shall not be entitled to claim damages in excess of the penalty, unless this is excluded by Section 6:152 of the Civil Code.
- The Customer shall be liable if the Equipment is damaged by the Customer or a person acting on the Customer's behalf, resulting in damage to life, physical integrity, health and/or property of JH and/or a third party. The Customer shall also be liable for any damages, including consequential damages, resulting from the concealment of defects or deficiencies in the Equipment.

XI. Duration and termination of the contract, Return of the Equipment

- The One-Time Contract establishing the rental and the Full Service relationship between the parties enters into force when signed and will be for the fixed term set out in the One-Time Contract. The rental period will start on the first day of the first calendar month following the technical delivery of the Equipment by JH to the Customer.
- The Customer is obliged to attend the technical handover indicated in advance by JH and take delivery of the contractually delivered Equipment. Otherwise, the Equipment shall be deemed to have been delivered on the 3rd working day following the date of technical delivery as indicated in advance by JH. In the case of technical transfer of several Equipment, they may be transferred under separate technical transfer procedures.
- For the period between the technical handover of the Equipment to the Customer and the start of the rental period, the rent will be charged on a pro rata basis according to the One-Time Contract, which will be invoiced together with the first rent.
- The parties expressly exclude the right to terminate the One-Time Contract by giving ordinary notice of termination. If the Customer abandons the rental before the expiry of the fixed term or the One-Time Contract terminates for any other reason beyond the control of JH, the Customer shall pay the total rent for the period remaining from the agreed rental period of the One-Time Contract within 8 (eight) days of receipt of the notice from JH, as a penalty for failure.**
- If the Customer continues using the Equipment after the expiry of the term of the contract and JH does not object within 15 days of the expiry of the term, the contract shall be converted into an indefinite term contract, with the parties being obliged to settle accounts with each other at the end of the original term. The contract, which has been amended to indefinite term, may be terminated by 30 days' notice without giving a reason.
- The above provisions are without prejudice to the parties' right to extraordinary termination.
- JH may exercise its right of extraordinary termination in particular in the following cases:
 - the Customer is in arrears with 2 (two) consecutive monthly rent payments;
 - the Customer fails to fulfil, or fulfils inadequately, any other of its material contractual obligations;
 - the Customer transfers the Equipment to a third party and/or makes changes to the Equipment without the prior written consent of JH;

- 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;
 - the Customer's assets are frozen in the course of official proceedings.
- Termination of the contract is only valid in writing. For the purpose of meeting time limits, notices of termination of the contract shall be deemed to have been given on the date of receipt by the other party.
 - Upon the termination of the One-Time Contract, the Customer shall return the Equipment, at its own risk and expense, to the place specified by JH in the condition in which they were delivered or modified during the term of the contract, in a clean condition fit for its intended use, as specified in the One-Time Contract.
 - Upon the return of the Equipment, the condition assessment and the recording of the operating hours shall be carried out by making a photo documentation or visual inspection by the carrier engaged with the transport by JH using the JURCHECK System (hereinafter: "JURCHECK"). The outcome of the inspection should be approved by the Customer with the signature of its authorised representative. JH shall send a copy of the condition assessment report based on the data recorded in the JURCHECK system to the Customer to the e-mail address specified in the One-Time Contract. **Given that the carrier is a lay person in respect of the Equipment, JH shall be entitled to review the information recorded in the JURCHECK system within a reasonable time after its arrival at its registered address/premises.**
 - JH is entitled to remove the contamination at the Customer's expense and claim reimbursement of the list price of any missing accessories and the costs of restoring the Equipment to its proper working condition (parts and labour) at the list price with an 8-day payment deadline, and the Customer shall meet its payment obligation within the time limit.
 - The ownership title of any components or equipment subsequently installed in the Equipment by the Customer with the consent of JH or by JH on behalf of and at the cost of the Customer shall remain with the Customer, who shall remove them at its own expense without damaging the Equipment before returning it. If it is not possible to remove such retrofitted parts and equipment without damaging the condition of the Equipment (Section 5:15 Components of the Civil Code), the ownership title thereto shall pass to JH upon installation without any further obligation to pay.
 - If the Customer fails to return the Equipment upon termination of the One-Time Contract despite a request to do so by JH, the Customer shall pay a monthly fee for the use of the Equipment equal to three times the rent. During the period of use, JH is not obliged to provide the Full Service. JH is entitled to carry out carry out, at the Customer's expense, any maintenance, repairs and technical inspections required during the period of use, automatically without the Customer's separate order. Only JH is authorised to carry out such work.**
 - The parties expressly stipulate that the Customer shall not be entitled to acquire the ownership title to the Equipment or appoint a buyer to purchase the Equipment either at the end of the term of the contract or in the event of termination of the contract for any other reason before the end of the term.

XII. Insurance

- The Customer shall take out and maintain in force throughout the term of the One-Time Contract all-risk property insurance in respect of the Equipment. The beneficiary of the insurance shall be JH.
- The Customer shall immediately produce the insurance policy and the documents proving the payment of the insurance premiums at the request of JH.
- In the event of the accidental destruction of the Equipment, the One-Time Contract shall not terminate. The sum insured shall be used for the replacement of the relevant Equipment with a new equipment by JH.**

XIII. Jurisdiction, Applicable law, Enforcement measures

- 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 warrant 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. 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.
- The Customer shall notify JH in writing without delay of any enforcement action against the Equipment and of any other equivalent act of a third party and send all related documents and minutes to JH. The Customer shall also use its best efforts to prevent enforcement within the limits of applicable law. If JH brings an enforcement action against a third party, the Customer shall reimburse JH for its litigious and out of court costs, to the extent that such costs cannot be recovered from the third party.

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

- 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](#).
- 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](http://www.jungheinrich.hu/eu-data-act-legal-terms) (link: 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.**

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](#).

3. 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 or material.compliance@jungheinrich.de.
4. 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.

XV. Miscellaneous provisions

1. The Customer shall immediately notify JH of any change in the Customer's home address or registered address, or the legal form or form of liability of his/her/its business (e.g. transformation).
2. By entering into the applicable One-Time Contract, consent to the test drive and trial use of the Equipment shall be deemed to have been given.
3. JH is entitled to assign or transfer its rights, claims and debts arising from the contract to a third party. The Customer's consent to the assignment of JH's claims shall be deemed to have been granted by the conclusion of the One-Time Contract.
4. The Customer may assign its rights and claims under this contract to a third party only with the prior written consent of JH.

5. The parties undertake to treat as confidential the quotations and orders, the fact and the conditions of these GTC and the One-Time Contract, as well as business secrets and know-how (Section 1 of Act LIV of 2018 on the Protection of Business Secrets) that they become aware of in the course of the performance of these GTC and the One-Time Contract, and not to disclose or make them available to third parties.
6. **By entering into the One-Time Contract, the Customer agrees to the use of its name as a reference by JH, indicating the service it has used.**
7. Any legally effective notices given under these GTC and the One-Time Contract shall be in writing and sent to the contact details of the parties set out in the annex to the One-Time Contract or to the person(s) indicated therein by direct delivery, certified mail, registered mail, return receipt requested, or e-mail. **The Parties expressly agree that, with the exception of any modification (including any (fee) modification determined by either Party as provided for in these GTC) or termination of the One-Time Contract, for which a signature or a identification (e.g. electronic signature) in lieu thereof is a formal requirement, they may notify each other of information relating to the performance of the One-Time Contract through their contact persons specified in the One-Time Contract using the contact e-mail address indicated. In the absence of a read receipt, notification sent by e-mail shall be deemed to have been delivered on the working day following the day of sending. Notices and confirmations sent electronically by e-mail under the One-Time Contract shall be delivered to the other party without a signature or other identification (e.g., electronic signature) in lieu thereof, which the parties acknowledge and consider as accepted unless proven otherwise.** With respect to e-mails created in accordance with the foregoing, the parties may not claim before any court or other authority that they did 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. In the event of a dispute about the identity of the sender of an e-mail or the content of the e-mail, the burden of proof that the e-mail was not sent by the person identified as the sender or with the content received shall be on the sender.
8. In awareness of his/her/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 JURCHECK interface) has the right to represent and act as a representative, and that JH is not obliged to investigate this separately.
9. 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.

In consideration of the above, the Customer explicitly declares that he has read the provisions of these GTC, understood the awareness-raising and that he accepts the GTC as binding with regard to the legal relationship established with JH.