

GENERAL TERMS AND CONDITIONS – SHORT TERM RENTAL

VALID FROM 15.01.2026

I. Scope

- The scope of this present General Terms and Conditions - Short Term Lease (hereinafter referred to as the "GTC") shall extend to the legal relationships between the lessee (hereinafter referred to as the "Client") and JUNGHEINRICH Hungária Kft. as lessor (hereinafter referred to as the "JH") in respect of short-term lease pertaining to non-fixed track material handling equipment and machines (hereinafter referred to as the "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 Client.
- The parties acknowledge that JH must separately inform the Client 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 Client properly and explicitly of these different terms and conditions, and the Client hereby declares that it has received specific notice of such terms and conditions and expressly accepts such terms and conditions. The scope of these GTC is limited to Enterprises. By signing the One-Time Contract, the Client declares that it is not a natural person (consumer) acting for purposes outside its profession, self-employed occupation or business or economic activity. The Client'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 Client of an offer made by the JH, or the possibility of acceptance by JH of an offer made by the Client, to the terms and conditions set out in the offer.
- Present GTC and the one-time contract (i.e. the lease offer and the acceptance thereof) covering the individual conditions of the legal relationship established between the Parties (hereinafter referred to as "One-Time Contract") shall jointly form the complete agreement of the Parties and invalidate all previous agreements of the Parties for the subject of the contract.
- 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 case of a long-term business relationship, present GTC shall also be applied to one-time agreements of future contracts to be concluded with Client in the subject matter hereof until other conditions are expressly agreed upon.
- The standards widely known and customarily applied by the parties to contracts of a similar nature in the intra-logistics business shall not be incorporated herein.

II. Contract Conclusion, Subject of Contract, Delivery

- Based on the rental offer made by JH, a rental legal relationship (One-Time Contract) between the parties shall be established solely upon the Client's prompt confirmation (by phone at +36 23 531 580 or by email at berlet@jungheinrich.hu), followed by the signing by both parties of the One-Time Contract sent thereafter, which contains the terms specified in the offer without any changes.
- Unless otherwise agreed upon by the Parties, JH will deliver the possession of the Equipment delivered and fit for contractual use, with the manufacturer's default settings, according to the related laws in force on the location agreed with Client. The change of the operating location for the Equipment is subject to prior consent in writing by JH. Client must comply with the all labour safety and other provisions of the current operating location at his own costs and risk.
- Performance data refer to operation at +20°C temperature, on even concrete flooring and in dry environment but do not include acceleration data. Even if these conditions exist, differences from the performance data are allowed within the tolerances usually accepted in the branch.
- All data referring to features of Equipment shown in prospects, catalogues, advertisements, in correspondence including offers and on data sheets are given only for information, unless JH recognizes them as binding for himself in the One-Time Contract. The same refers to photos, drawings and other figures as well.
- If Client subsequently wishes to change the Equipment's specifications agreed in the One-Time Contract, thus the costs thereof shall be borne by Client.

III. Place of Performance, Penalty for Delay, Partial Performance

- Place of the delivery of possession of rented Equipment (place of performance) is the place named in the One-Time Contract. The change of the place of performance or the conditions of performance is only possible with the prior written consent of JH.
- In the case of „ex works“-type delivery Client shall pick up the Equipment at the time indicated by JH, when they are made ready for shipping by JH. In case the delivery is executed by JH to Client's premises, Client is obliged to make the reception of the Equipment when he gets them shipped. In case of a delivery to the premises of the Client, the costs of shipping shall be borne by Client.
- The risk related to the Equipment shall be transferred to Client at the point of time when JH makes the Equipment available to Client at the point of time indicated in advance.
- Together with the delivery of possession the carrier entrusted by JH performs status-check by taking photo-documentation and/or visually, checks if the Equipment is free from any defaults and deficiencies and registers the initial operating hour by means of the JURCHECK System (hereinafter referred to as "JURCHECK"). The results of this check shall be approved by one duly authorised colleague of Client by signing thereof. JH sends the copy of the status-check that was drafted based on the data registered in the JURCHECK System to Client to the mail address indicated in the acceptance.
- In case Client does not make reception for the Equipment at the above point of time (delay in delivery receipt), JH stores the Equipment and Client shall bear, in particular, the additional costs resulting therefrom (e.g. outward and return transport, warehousing and maintenance costs) and the risk of damage. In the case of a delay in delivery receipt imputable to Client which exceeds 5 days JH is entitled to withdraw from the One-Time Contract claim liquidated damages for frustration and for damages. In the event that the Client expressly and definitively refuses to take delivery, the 5-day grace period may be waived. The liquidated damages for frustration shall amount the net rent for half of the rental period agreed in the One-Time Contract.
- In cases where Client is delayed with the receipt of the delivery according to the above, JH is entitled to invoice an amount equivalent to the net rental fee for the period of delay as penalty.

- In cases where JH is delayed with the disposal of the Equipment, provided that the circumstances specified in points III/9-10 below do not apply, Client is entitled to claim for a penalty for delay for each commenced day of the delay which may amount to the net daily rental fee for the Equipment not received by the deadline but may not be higher than the net rental fee of 5 days.
 - JH may request, during the period of delay, provided that the circumstances specified in points III/9-10 below do not apply, in his own discretion, to provide Client bridging machine(s) of appropriate specification instead of paying penalty. According to the rules of the Hungarian Civil Code, Client, in case no bridging machine was provided, may withdraw from the 15th day of delay or if JH prohibits the use of the provided bridging machine(s) or takes it back before termination of the default. Client may exercise the right of withdrawal exclusively in respect of the Equipment affected by the default.
 - 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 Client of the occurrence and cessation of such circumstances and, if the indicated circumstance lasts for more than ten (10) days, JH shall immediately initiate consultations with the Client, 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.
 - JH's performance obligation is conditional on correct and timely performance by its suppliers and/or clients. 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 also not be liable for any delay in performance caused by a delay in the preparation of the Equipment - not attributable to JH - (e.g., due to non-compliance with Section VIII/6 in a previous transaction involving the Equipment). 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.
 - JH reserves the right to refuse completion of the delivery or the service to the Client if the Client 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 III/5-6. of the GTC).
 - 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 may replace the Equipment with other equipment with same functions during the lease term. During the equipment-replacement JH shall ensure the continuity of use by Client. JH is entitled to remove any contaminations on the replaced Equipment at the cost of the Client and to demand with a payment term of 8 days the list price counter value of any missing accessories as well the restitution of the original condition of the Equipment (spare parts and labour costs).
- ### IV. Deposit, Rental Fee, Payment Conditions
- In the event the Client pays a deposit ("óvadék") at the signing of the One-Time Contract according to the agreement of the Parties, the amount and the way of payment of the deposit will be regulated by the Parties in the One-Time Contract. The deposit serves during the full term of the One-Time Contract as a security for possible claims of JH against the Client for rental fee and any penalty for delay or frustration, or damages, or any other potential claim against the Client based on the One-Time Contract or the present GTC. The remaining sum of the deposit will be repaid by JH to the Client within 15 days once the One-Time Contract terminates and the Parties have completely balanced their accounts.
 - The rental fee and the payment term are included in the One-Time Contract. Unless otherwise agreed upon in the One-Time Contract, the monthly rental fee is due with an 8 day payment deadline subsequently on the last working day of each calendar month, or in case of a lease term with part month on the last day of the lease term. Invoices must be paid without deduction. **No certificate of service is issued.**
 - JH is entitled to initiate an adjustment of the rents in the event of a significant change in the operating conditions (at least 30%) applied by the Client as specified in the contract. If no agreement is reached with the Client within 10 days, JH shall be entitled to terminate the One-Time Contract with 10 (ten) days' notice and claim a penalty for breach from the Client, amounting to the net rent for the remaining period of the rental period. Unless otherwise agreed upon in the One-Time Contract, the rental fee includes 100 operating hours pro month, which fee will be fully invoiced even if the operation of 100 operating hours per month is not reached. In case of a lease contract with a lease term less than one month the number of monthly operating hours shall be applied proportionately. Client shall inform JH about the monthly overrun without delay. At the termination of the One-Time Contract at the latest, JH is entitled to validate the costs of overrun in addition to the previously agreed monthly rental fee, the hourly amount thereof will be calculated as 75 per cent of the hourly fee. In connection with the numbers of the operating hours, in the absence of evidence to the contrary, exclusively the data stored by JURCHECK shall be applied. Should the JURCHECK, for technical reasons, not function properly, thus the data recorded on the paper-based status check sheet shall be taken into account.
 - If Client, intentionally or as a result of negligence, informs JH of incorrect data or manipulates the operating hour calculator, Client is obliged to pay to JH the amount equal to the net monthly rental fee as penalty. If the Equipment is used for its intended purpose the rental fee includes, with the exception of fuels and energy costs, the operational cost, especially the costs of maintenance, repairs, change of wearing parts.
 - The issue and delivery of the invoice shall be executed on the basis of the data submitted by Client in writing at the conclusion of the One-Time Contract. **Complaints or objections related to the invoice can be made within 8 days upon receipt of the invoice in writing.**

6. For late payments the interest rates provided in the Hungarian Civil Code shall apply. The default interest for late payment shall be paid from the very first day of the delay irrespective of the submission of the payment notice by JH and the date thereof. JH is entitled to claim for damages exceeding the amount of default interest and to raise other possible claims as well, including the lump sum collection costs determined in the related act.
 7. **Client shall have the right of set-off or retention against the claims of JH, if JH provides his prior written consent to do so.**
 8. **Any payment effected by Client shall be regarded as completed when the amount has been credited to the bank account provided by JH.**
 9. Payments shall be made directly to the bank account of JH indicated on the invoice, in the currency set forth in the One-Time Contract. In case of a wrong or incorrect transfer (e.g. transfer to HUF bank account instead of EUR bank account or vice versa) Client is obliged to reimburse the verified additional expenses incurred for JH (e.g. exchange rate loss, banking costs) without delay.
 10. **The Client 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 Client is not entitled to reject the invoice on this basis.**
- V. Possession, Use, Scheduled Maintenance, Repair, Operator's rights**
1. Client is particularly not allowed to sublet, lend, assign for beneficial use or lease and/or assign for use, further to allow the use of the Equipment to third parties, whether directly or indirectly, under any legal title, unless Client has the prior written consent of JH hereto. The Client may not alienate or encumber the Equipment.
 2. Client is obliged to exercise due care when using the Equipment and to observe the instructions of use and all safety instructions; in particular, he shall exercise care not to exceed the load capacity of the Equipment. Client is obliged to properly train the professional personnel working with the Equipment and to take care of the continuous observance of the relevant legal regulations.
 3. Client may use for the use and operation of the Equipment first class materials (e.g. fuels, lubricants) only.
 4. Client is obliged to inform JH of any negative changes occurred in the conditions (with the exception of deterioration due to normal use) of the Equipment (especially if the Equipment gets damaged, lost or destroyed), and also of possible defects without delay in writing (szerviz@jungheinrich.hu or via the Call4Service app: <https://www.jungheinrich.hu/szolgalatasok/call4service-507518>). JH will begin repairing the fault within 24 hours of the registered fault report (during JH's operating hours / Monday to Friday 7:00 a.m. to 4:30 p.m., except public holidays).
 5. JH is entitled to check the condition of the Equipment at any point of time without causing unnecessary disturbance to Client. If JH detects a deterioration of the condition of the Equipment (except for the deterioration due to normal use), JH is entitled to make the necessary repairs at the expense of Client without delay, but latest at the end of the lease term.
 6. JH, according to Sections III/4. and VIII/9. of this present GTC, performs status-check both at the delivery of possession of the Equipment to Client and the return of the Equipment to JH. All the costs of reparation performed by JH because of deterioration of the Equipment due to non-normal use shall be borne by Client, whereas Client shall also be obliged to pay for every day of the preparation penalty in the amount of the net daily rental fee.
 7. Client is entitled to entrust exclusively JH with the maintenance and repair works. During the maintenance and repair works Client shall continue to pay the rental fee unchanged.
 8. The accomplishment of daily and weekly maintenance and checking tasks and/or those to be performed after every 50 operating hours (whichever is the earlier), especially the filling of batteries with ionized water, belongs to Client's duties, at its own expense.
 9. Upon the delivery of possession of the Equipment, Client becomes the operator of the Equipment and thus the subject of all related obligations. Within the framework of the delivery of possession JH shall provide the Client with the following documentation in paper form or electronically (to the contact email address specified in the One-Time Contract): copy of the EU Declaration of Conformity (CE), logbook; Instructions for use of the Equipment are available on the JH website at the following link: <https://www.jungheinrich.hu/szolgalatasok/hasznalati-utasitasok>.
 10. JH, at the request of Client, transmits to Client in electronic form a copy of the protocols required for the technical handover of the Equipment by Client.
 11. If Client orders the technical handover of the Equipment from JH, thus the costs thereof shall be borne by Client.
 12. The Client 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 Client shall enter into an appropriate agreement with JH for the handling of obsolete parts and used materials.
- VI. Warranty of Title ("jogszatosság"), Implied Warranty ("kellékszavatosság")**
1. **Warranty of Title:** JH warrants that no third person has any such rights attached to Equipment which would limit or prevent its use by the Client. The rules governing warranty of title shall be applied to this type of warranty with the difference that Client may terminate the contract instead of withdraw.
 2. **Implied Warranty:** JH warrants that the leased Equipment are fit for regular use as per contract throughout the full term of the lease and are in compliance with the provisions of the contract. For this warranty, by taking into account the provisions of this present GTC, the warranty rules of the Hungarian Civil Code on faulty performance shall apply with the difference that Client may terminate the contract instead of withdraw.
 3. No guarantee ("jótállás") will be offered; according to this the operating instructions, a positive response or any other statement given by JH to fault repair cannot be regarded as a guarantee undertaking.
 4. Client shall take the responsibility for all damages which are the result of a use against the normal conditions of use or against the provisions of the contract. In case Client or third party executes any works, alterations, or repairs to the Equipment without the prior consent of JH, Client shall not be entitled to assert any warranty claims. The same refers to the case when the component which needs renewal and/or reparation is not renewed or replaced and/or repaired due to the request of Client.
 5. Client is obliged to provide his complaints in writing to JH within the shortest period of time allowed by the circumstances after detecting the fault.
 6. **JH will, at its own option, either repair the defect that existed in the leased Equipment at the time of its delivery to the Client or replace the Equipment, for which the Client shall provide JH with a reasonable time and opportunity. The Client 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.**
 7. In the case of a complaint proven to be justified JH shall bear the costs of spare parts and/or the replacement of the Equipment in addition to the fee payable for the performance of the warranty obligation.
8. If JH fails to repair or replace the detected fault within reasonable deadline, in accordance with the rules of the Hungarian Civil Code Client is entitled to request for an appropriate reduction of the service fee or to terminate the contract (only with respect to the Equipment actually affected by the given failure), Client may not claim replacement.
- VII. Liability for Damage**
1. The Parties' liability for damage shall be governed by the provisions of Article 6:174 [Liability for damages in the event of defective performance] and Article 6:142 [Liability for damage caused by breach of contract] of the Hungarian Civil Code, as well as the provisions of the Hungarian Civil Code governing liability for tort [From Article 6:518].
 2. As to Article 6:143 [The amount of damages] and 6:522 of the Hungarian Civil Code [The scope of the liability for damages], the provisions of this Chapter shall apply.
 3. **As for any damage caused for the Client by breach of contract, defective performance or in tort, JH shall be obligated to reimburse Client exclusively the Client's direct material damage, as well as the consequential damages attributable to such damage and to non-excludable claim for personal injury, without compensating for any lost financial advantages (lost profit). The upper limit of JH's liability for damages shall be restricted to 6 (six) months' net rental fee of the Equipment affected by the damage. 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. Defective performance in itself does not constitute material damage; accordingly, JH shall not be liable for damages arising solely in connection with defective performance.**
 4. No additional claims for damages may be enforced against JH. **Should JH be obligated to pay any penalty hereunder, Client shall not be entitled to enforce any damage in excess of such penalty, unless this is excluded by law.**
 5. Client shall be liable for damages, caused by Client or by any person acting on his behalf, to the Equipment, if such damages lead to injury to persons' lives, body injury, injury to health and/or JH's and/or third persons' things become damaged. Furthermore, Client shall be liable for damages including consequential damages, resulting from the concealment by the customer of an obvious defect arising from the improper use or deficiency of the Equipment.
- VIII. Duration, Termination of the Contract, Return of the Equipment**
1. The lease term is the definite period included in the One-Time Contract calculated from the handover of the Equipment to Client. **Parties explicitly exclude the right to terminate the One-Time Contract by way of ordinary termination. If the Client 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 Client 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.**
 2. In the event the definite period determined in the One-Time Contract terminates without any actions of the Parties taken for returning the Equipment to JH, the term of the contract shall change to indefinite after expiry of the definite period. In such cases the contract may be terminated without cause
 - for rental periods of 14 days or less, 3 days',
 - for rental periods longer than 14 days, 10 days'notice. The same period of notice shall be applied if Parties initially concluded a One-Time Contract for indefinite period of time.
 3. The right for extraordinary termination of the Parties remains untouched by the above provisions.
 4. JH may exercise his right for extraordinary termination, in particular, in the following cases:
 - Client is in delay with the payment of 2 (two) subsequent monthly rental fees,
 - Client does not fulfil his other essential contractual obligations or does not fulfil them properly;
 - Client leaves the Equipment to third party and/or alters the Equipment in question without the prior written consent of JH;
 - a court orders Client to be wound up (even at first instance), or Client initiates bankruptcy proceedings against himself, or Client decides his own liquidation, or, even prior to these proceedings, if the Client gives notice of its own insolvency.
 - Client's assets are frozen in the course of official proceedings
 5. 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.
 6. Client is obliged to return the Equipment upon termination of the One-Time Contract, by taking into account the deterioration due to normal use, in a condition and with accessories equivalent to the handover condition and any changes contractually realised during the lease term, at his own risk and costs, in clean condition to JH or to a place appointed by JH. The Client is not entitled to make any modifications to the Equipment (e.g., repainting, bodywork repairs, etc.) without the express written consent of JH. JH is entitled to remove any contaminations at the cost of the Client and to demand with a payment term of 8 days the list price counter value of any missing accessories as well the restitution of the original condition of the Equipment (spare parts and labor costs) and the Client is obliged timely fulfil its payment obligation.
 7. The partial units or accessories incorporated in the Equipment subsequently by Client with the consent of JH, or, at the request and expense of Client by JH shall constitute the property of Client, who shall remove the same prior to returning the Equipment to JH at his own expense without causing any damage to the Equipment. In the event such partial units or accessories incorporated subsequently may not be removed without causing damage to the Equipment (Article 5:15 of the Hungarian Civil Code, Component), the title to the same shall be transferred to JH upon the incorporation thereof without the obligation to make any further payment.
 8. **Should Client fail to return the Equipment upon the termination of the One-Time Agreement despite the relevant notice of JH, Client shall pay a fee amounting to three times the rental fee in consideration for using the Equipment.** JH may perform the maintenance and repair works and the technical inspections which may become necessary during the period of use automatically, without the separate order of Client, at the expense of Client. Such works may be performed exclusively by JH.
 9. Similarly to the delivery of possession, the status-check at the return of the Equipment and the operating hours recording shall be performed by the carrier assigned by JH by means of visual check and photo documentation by using JURCHECK. The results of this check shall be approved by one duly authorised colleague of Client by signing thereof. JH sends the copy of the status-check that was drafted based on the data registered in the JURCHECK System to Client to the mail address indicated in the acceptance. **Taking into account that the carrier is a non-professional in respect of the Equipment - the JH is entitled to revise the results recorded in the JURCHECK system professionally after the arrival of the Equipment to its seat/premises within reasonable time.**

10. The Parties explicitly record that the Client is not entitled at the termination of the One-Time Agreement, irrespective of the reason thereof, to acquire the ownership title to the Equipment or appoint any buyer to purchase the Equipment.

IX. Insurances

1. JH does not insure the Equipment.

X. Jurisdiction, Applicable Law, Execution Actions

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. 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 Client shall be governed by Hungarian law.

2. Client is obliged to inform JH forthwith in writing of any execution actions in connection with the Equipment and also of any similar action initiated by third party, as well as to send all related documents to JH. In addition, within the framework of the relevant legal rules, Client is obliged to take all efforts to prevent the adoption of enforcement measures. In cases where JH takes legal action for claiming enforcement, Client shall reimburse court and out of court costs for JH, if such costs are not collectable from a third party.

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 Client who is not a natural person, the personal data will be transmitted by the Client 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 Client 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 Client 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 Clients a wide range of hardware and software solutions to enable step-by-step, Client-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 Clients for numerous connected services that support their warehouse and fleet management, as well as to optimise our networked products for use by JH Clients. We use the Product Data and Related Service Data on behalf of JH Clients for numerous connected services that support their warehouse and fleet management, as well as to optimise our networked products for use by JH Clients.

In order for the Client to benefit from all the advantages above, the Client shall give its express consent, therefore, **by signing the One-Time Contract and/or accepting the GTC, the Client declares that it has learned the Legal Terms and Conditions for the Use of Product Data and Related Service Data (link: <https://www.jungheinrich.hu/eu-data-act-igji-feltetelek-2157412>),** thereby the Client 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 Client 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 Client 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.

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. General Provisions

1. Client is obliged to notify JH forthwith of any changes of Client's residence or head office or the legal form of his undertaking and of his responsibilities (e.g. conversion).

2. With the conclusion of the One-Time Contract the approval for the trial run and trial use of the Equipment shall be regarded as given.

3. Together with the conclusion of the One-Time Contract, the Client agrees that JH indicates the Client's name, together with the services received, as a reference.

4. JH reserves its intellectual property rights for its price orders, plans and other documents. These documents shall not be made available by Client to third parties without the prior written consent of JH.

5. **JH is entitled to transfer or assign his rights, claims and liabilities arising from the contract to third party. Client's consent to the transfer of liabilities by JH shall be deemed to be given upon the signing of the One-Time Contract.**

6. **Client may assign his rights and claims arising therefrom to third party only with the prior written consent of JH.**

7. Parties undertake to keep the fact and terms of both the orders and confirmations, and the present GTC and of the One-Time Contract and as well all business secrets and know how (Act LIV of 2018 on the Protection of Trade Secrets) obtained in carrying out the present GTC and of the One-Time Contract in confidence, not to provide access to them for and not disclose them to third party.

8. 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 Hungarian 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.

9. **In awareness of its criminal liability, the Client declares that the person acting on behalf of the Client 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.**

In consideration of the above, the Client 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.

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

¹ <https://www.jungheinrich.hu/altalanos-szerzodesi-feltetelek/rovid-tavu-eszkozberlete-vonatkozoz-aszf-1854936>