

GENERAL TERMS & CONDITIONS OF AFTER SALES

1. DEFINITIONS

- 1.1 **Jungheinrich Lift Truck Ltd.** is hereinafter referred to as the "**Contractor**" which expression shall include its successors in title.
- 1.2 The person or entity whose entered into the binding contract for the works and services with the Contractor is hereinafter referred to as the "**Customer**" which expression shall include its successors in title.
- 1.3 "**Equipment**" means the property, shall include any goods, equipment, machine, parts, or accessories thereof and any attachments or fittings or replacements or any other things object of the works and services under the Contract.
- 1.4 "**Offer**" means the Contractor's offer exclusively made to the Customer regarding the offer in provision of works and services. The Offer shall be valid if only a period of acceptance (validity period) is specified and is signed by authorised manager or director of the Lessor.
- 1.5 "**Contract**" means the agreement made between the Contractor and the Customer and referred to in Clause 2.1 herein, for works and services, including consultancy services and other contractual services comprising;
 - i. the terms set out in the Offer, and
 - ii. these Terms & Conditions.
- 1.6 "**Full-Service Agreement**" means a service product that covers fixed cost repairs and maintenance solution customised to the Customer's requirements.
- 1.7 "**Preventive Maintenance Agreement**" means a service product that provides scheduled maintenance solution customised to Customer's requirements.
- 1.8 "**Normal Working Hours**" means 08.00 to 17.00 hours on Monday to Friday.
- 1.9 "**Service Rates**" shall be the rate for provision of works and services as provided in the Offer and subject to the provisions of these Terms & Conditions.
- 1.10 "**Rules and Regulations**" means any written laws, legislation, regulation, by-law or other similar instrument, including any amendment thereto or re-enactment or replacement thereof.
- 1.11 "**Terms & Conditions**" means these GENERAL TERMS & CONDITIONS OF AFTER SALES.
- 1.12 "**Parties**" means the Contractor and the Customer.

2. BINDING CONTRACT

- 2.1 The Offer accepted or signed by the Customer, or a purchase order issued by the Customer (whether by letter, attached to an electronic mail, facsimile or other forms of communication) for the works and services in the Equipment shall be construed and deemed as an express acceptance of these Terms & Conditions and together shall be known as the "Contract" and in so far as any provision of the Customer's said purchase order be inconsistent therewith, these Terms & Conditions shall be deemed to prevail. These Terms & Conditions likewise apply to all future transactions between the Parties regarding the additional works and services in the

same Equipment the Parties have contracted, and shall always prevail over any differing or additional terms and conditions proposed or included by the Customer and not contained in the Contract; including, without limitation, those contained in Customer's purchase order, acknowledgment of invoice, additional or any other documents.

- 2.2 Any variations or purported variations of these Terms & Conditions shall be deemed to take effect unless otherwise agreed in writing in an amendment contract and signed by an Authorised Manager or Director of the Contractor. All other terms shall remain in force and the Contract shall be deemed amended accordingly.
- 2.3 In case individual terms of the Contract should become partly or wholly invalid due any Rules and Regulations, the Contractor and the Customer shall forthwith try to find a mutually acceptable replacement for the term thus invalidated. If no mutual agreement concerning such replacement can be reached, the Contractor shall have the option to either accept the invalidation thereof and keep the remainder terms of the Contract in force or be entitled to terminate the Contract by written notice to the Customer.

3. PRICE REVISION

In every 12 months of a contract period, the Service Rates may be reviewed following good faith negotiations between the Parties if there are any material changes in circumstances, including but not limited to the leasing volume, service package, inflation, significant fluctuations in raw material prices, transport cost etc. Any changes in Service Rates must be mutually agreed in writing by the Parties.

4. SCOPE OF WORKS AND SERVICES

- 4.1 During the scheduled preventive maintenance, the Contractor's will carry out inspections and make adjustments based on each Equipment's factory-recommended maintenance checklist.
- 4.2 Cleaning material, lubricate spray and grease will be provided free-of-charge by the Contractor.
- 4.3 For Preventive Maintenance Agreement (Basic); Hydraulic fluid(s) and other consumable items will be replenished as necessary during maintenance and charged to the Customer accordingly.
- 4.4 For Preventive Maintenance Agreement (Basic up to Premium); repair of existing or new Equipment defects or malfunctions will not be carried out during maintenance.
 - 4.4.1 Any defective parts or malfunctions found during servicing will be reported to the Customer, a repair quotation for parts and labour will be provided.
 - 4.4.2 Due to the Contractor's service engineer/technician's prior commitments, a separate appointment may need to be scheduled to carry out any agreed repair works. This shall not exceed the days set out in the Offer.

5. REPAIRS

- 5.1 The labour rates that apply to repairs carried out either at the Customer's worksite or at the Contractor's workshop shall be stipulated in the Offer.

- 5.2 The minimum charge for repair work is charged for the actual working hours at Customer's site.
- 5.3 Where the Equipment must be repaired in the Contractor's workshop, the Customer shall bear all transport-related costs.
- 5.4 The Contractor reserves the right to engage third-party service providers to carry out repairs on the Equipment.
- 5.5 For Full-Service Agreement, the prices in the Offer are to attend unlimited on call repair at Normal Working Hours during the contract period and must not exceed the operating hours per annum stated in the Offer. The prices are only applicable for maintenance and repair carried out during Normal Working Hours.

6. EXCLUSIONS

The following listed items are excluded from all Full-Service Agreement and Preventive Maintenance Agreement but can be provided as additional services on customer owned Equipment:

- a) The cost of repairing any fault or damage deemed to have been caused accidentally, negligently or maliciously,
- b) The overhaul or replacement of chassis or mast assemblies,
- c) The overhaul or replacement of engines or transmissions,
- d) The maintenance, repair or replacement of traction batteries or chargers,
- e) The repair of faults attributed to faulty or end of life traction batteries,
- f) The maintenance or repair of the Contractor's supplied attachments or accessories as defined by the Parties,
- g) The repair or replacement of forks including stainless steel cladding,
- h) The provision of replacement trucks or equipment,
- i) Replacement or repair of the escape harness system (VNA trucks),
- j) The repair or replacement of display terminals.

7. TERMS OF PAYMENT

- 7.1 The time for payment of all sums due from the Customer to the Contractor shall be of the essence of the Contract. The Customer shall make the payment within the credit terms specified in the Contract from the date of the Contractor's invoice. Unless otherwise provided in the Offer, if the Customer fails to make full payment on the due date then, without prejudice to any other right or remedy available to the Contractor, the Contractor shall be entitled to:
 - (a) Cancel the Contract or suspend any further works or services to the Customer;
 - (b) Appropriate any payment made by the Customer to such works or services (or the Equipment supplied or sold under any other contract between the Parties) as the Contractor may consider fit (notwithstanding any purported appropriation by the Customer); and
 - (c) Charge the Contractor interest on the amount unpaid, at the rate of 2% per month of the unpaid portion until payment in full is made.
- 7.2 The Contractor reserves the right, among other remedies, either to terminate the Contract or to suspend further works and services under it in the event and for such time as the Customer fails to make payment when it is due.

8. COMMITTED SERVICE RESPONSE LEAD TIME

- 8.1 Response and cut off time shall be stated in the Offer. Priority based dispatch system according to severity/urgency of breakdown will be assessed and response time for urgent cases will be faster as agreed by the Parties.
- 8.2 All repairs will have to be attended within the days set out in Offer upon breakdown call being placed. Unless if breakdown required extended repair, then the repair will have to be completed within the days set out in Offer. (Repairs due to accidents, damages due mishandling, misused or negligence on the machine are not falling under this scope)
- 8.3 The Contractor is entitled to invoice separately for the costs of wasted travel time or unreasonable waiting times on site, according to the current after sales service price list.
- 8.4 Should the Customer agree on performance times outside of Normal Working Hours, the Customer shall bear the additional costs.
- 8.5 In the event of Force Majeure or unforeseen operational disabilities, such as strikes, work absences due to the short-term illness of specialist employees, delay in delivery or performance by suppliers, government intervention, the action of force majeure, in the event of industrial disputes as well as the occurrence of circumstances for which the Contractor is not responsible, the period of performance (response times, appointment) shall be extended by a reasonable time; this shall also apply if such circumstances occur after the Contractor is in default.

9. LIABILITY AND RISK

- 9.1 Preventative maintenance servicing does not eliminate the possibility of equipment failures occurring nor does scheduled servicing by the Contractor substitute regular maintenance by the Customer. The maintenance tasks, for which the Customer is responsible, can be found in the relevant equipment user manual or maintenance checklist.
- 9.2 The Contract does not constitute a warranty – either expressed or implied. The Contractor will not be liable to the Customer for any indirect, special, consequential, incidental or other damages even if such damages are foreseeable or not (whether for loss of profit or otherwise), loss, cost, expenses or other claims that arise out of or in connection with the provision works and services by the Contractor, repairs, breakdowns or use of the Equipment by the Customer during and after the period of the Contract. The Contractor's entire liability in respect of the works, services and/or parts supplied under the Contract shall in any case be limited to the total value of the Contract in respect of which damages are claimed.

10. TERMINATION

- 10.1 The Preventive Maintenance Agreement may be terminated by either party prior to expiry of its initial terms or any renewal thereof by providing written notice 30 days to the other party.
- 10.2 Under the Full-Service Agreement and further agreement types, if the Customer elects to terminate the contract for whatever reason and/or before the expiration of the contract and/or during the contract period, the Customer shall forthwith upon written demand by the Contractor pay to the Contractor the following amount:

- (a) Agreement/Contract amount due or owing, if any, at the time of such termination,
- (b) 75% of the residual contract value if terminated.
- (c) Any other outstanding sums due & unpaid at time of termination.

11. ENTIRE AGREEMENT

11.1 The entire agreement between the Parties with respect to the provision of works and services and its delivery is contained in the Contract and all previous understandings, agreements, representations, or warranties, expressed or implied which are not expressly contained in the Contract are superseded.

11.2 Any purported terms and conditions made referenced to or incorporated or alluded to within any purchase order or other document issued by the Customer relating to the Contract or the Equipment shall have no effect and shall not bind the Contractor.

12. GOVERNING LAWS AND JURISDICTION

The Contract shall be governed by and construed in accordance with the laws of Thailand, excluding any conflict of laws principle that would refer to the laws of another jurisdiction. Each party irrevocably agrees that the courts of Thailand shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

13. NO RE-EXPORT TO RUSSIA CLAUSE

The Customer shall not directly or indirectly sell, export or re-export any Contractor's Product to the Russian Federation or for use in the Russian Federation. The Customer shall maintain an appropriate monitoring mechanism and ensure all downstream parties fully comply with this clause. Any breach shall entitle the Contractor to terminate the Contract by written notice and to claim damages and liquidated damages of 30% of the total Contract value or the price of the exported Contractor's Product whichever is higher. The Customer shall promptly report any irregularities or activities that may undermine this clause and provide the requested compliance information within two weeks of the Contractor's request.