

General Terms and Conditions of Purchase



Status: October 2025

I. Scope of Application

- (1) These General Terms and Conditions of Purchase (hereinafter "**Terms**") shall apply to all purchase contracts, contracts for work and materials, contracts for services or other deliveries including ancillary services (hereinafter collectively "**Deliveries**") to us. They apply exclusively to business transactions with entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law (hereinafter "**Contractor**").
- (2) Conflicting terms and conditions of the Contractor or terms and conditions of the Contractor that deviate from our Terms shall only apply if they have been confirmed by us in writing. This shall also apply if we have not expressly objected to them or if we have accepted Deliveries without reservation or made payments without reservation.
- (3) We reserve the right to amend these Terms even if they have become part of the contract. An amendment to the Terms shall become an integral part of the contract concluded between us and the Contractor if (i) we notify the Contractor of the amendment and, to the extent disadvantageous to the Contractor, emphasize this in the amendment notice in print; and (ii) the Contractor does not object to an amendment in writing within six weeks of receipt of the amendment notice, whereby we shall point out the legal consequences of the failure to object in the amendment notice.
- (4) In ongoing business relationships, these Terms shall also apply to all future purchase contracts, contracts for work and materials, contracts for services or other deliveries including ancillary services with the Contractor, without the need to refer to these Terms in each individual case.

II. Conclusion of Contract

- (1) The conclusion of a contract between us and the Contractor requires our order in text form or our confirmation of the conclusion of the contract in text form.
- (2) We shall be bound by our orders for a period of 14 calendar days. Decisive for the timely acceptance of the order is the receipt of the declaration of acceptance (order confirmation) by us. If the content of the Contractor's order confirmation differs from our order, the Contractor shall specifically emphasize this in the order confirmation; such deviations shall only become part of the contract if we accept them in text form.
- (3) A contract between us and the Contractor is also concluded if the Contractor carries out the deliveries specified in an order without reservation.
- (4) Offers from the Contractor must be made free of charge for us. We may accept an offer from the Contractor within 14 days of its submission. The Contractor shall be bound by its offer until the expiry of this period. Our silence shall not constitute any confidence in the conclusion of a contract. If our acceptance of an offer from the Contractor is received late, the Contractor shall inform us of this immediately.
- (5) The drawings and other documents referred to in an order are an integral part of the order. They shall become part of the contract unless the Contractor expressly objects to them in the order confirmation corresponding to the order.
- (6) If an order is a delivery call-off under a quantity contract or framework agreement agreed between us and the Contractor, this shall become binding for the Contractor if it does not object within five (5) days of receipt; we shall not be obliged to issue delivery call-offs under a quantity contract or framework agreement. In all other respects, the provisions for orders in these Terms shall apply accordingly to delivery call-offs.
- (7) Insofar as we refer in an order to a specific intended use of the Deliveries, we expect that the Deliveries are suitable for this purpose without restriction, and the Contractor is obliged to notify us in writing prior to conclusion of the contract if this is not the case, stating the specific restrictions. The Contractor shall also inform us in writing of any safety regulations relevant to the handling of the Deliveries and any health, safety or environmental risks associated with the Deliveries prior to conclusion of the contract.
- (8) Orders, delivery call-offs and their amendments and supplements may also be made by remote data transmission or by machine-readable data carriers.
- (9) We may request changes to the Deliveries even after conclusion of the contract, insofar as this is reasonable for the Contractor. In the event of a change to the Deliveries, the effects, in particular with regard to additional or reduced costs and delivery dates, shall be taken into account appropriately.

III. Prices, Terms of Payment

- (1) The prices agreed between us and the Contractor are binding. The agreed prices are based on DDP (INCOTERMS 2020) plus the statutory value added tax applicable at the time of delivery, if applicable, as well as including packaging, insurance, freight and storage costs, customs duties, taxes, assembly costs and all other ancillary costs, unless expressly agreed otherwise.
- (2) If no special agreement has been made, a payment term of 30 days after receipt of the delivery or, if acceptance is required, after acceptance and receipt of a proper and verifiable invoice is agreed. If the invoice is paid within 14 days, a 3% discount is permitted. If we exceptionally accept partial Deliveries, this shall not trigger the discount periods.
- (3) Invoices must comply with the statutory requirements. They must show our order number, our order date and, if applicable, the order confirmation date as well as our article number and the Contractor's tax number for each individual item. If work performed on an hourly wage basis is invoiced as agreed, the certified proof of activity must be attached to the invoice.
- (4) If the Contractor performs earlier than agreed and we nevertheless accept the delivery, the due date and the start of the discount period in accordance with Section III (2) shall not occur before the agreed delivery date.
- (5) The receipt of a corresponding transfer order by our bank shall be sufficient for the timeliness of the payment owed by us. Our payments shall neither constitute acceptance of the Deliveries nor acknowledgement of the invoice or the Deliveries as being free of defects or on time.
- (6) Payments shall not be deemed to be an acknowledgement of performance in accordance with the contract, in particular the absence of defects in the Deliveries made, nor an acknowledgement of proper invoicing.
- (7) Notwithstanding the other statutory requirements, we shall only be in default of payment after a written reminder from the Contractor, which is sent after the due date. In the event of default of payment, we shall owe default interest in the amount of five percentage points above the respective base interest rate of the European Central Bank.
- (8) We shall have unrestricted rights of set-off and retention within the framework of the statutory provisions.

IV. Delivery, Acceptance, Transfer of Risk

- (1) The Deliveries to be made shall be made in accordance with DDP (INCOTERMS 2020) to the destination specified in the order, unless expressly agreed otherwise. The Contractor shall enclose the documentation, test or works certificates and other documents owed under the contract with the Deliveries free of charge. The Contractor

shall pack the items intended for delivery securely at its own expense. He is also obliged to insure the Deliveries for transportation. Environmentally friendly packaging materials are to be preferred. Any damage, loss or other disadvantages resulting from non-compliance with this provision shall be borne by the Contractor. Unless otherwise agreed between the parties, transport packaging shall be taken back by the Contractor free of charge in accordance with Section 15 of the German Packaging Act.

- (2) The Contractor shall ensure that the goods and accompanying documents supplied by it comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. He shall provide us with proof of conformity upon request by submitting suitable documents and risk analyses.
- (3) The Contractor number, our respective order number, the batch number, the date of the order, the Jungheinrich material number and, if available, the place of destination must be stated in all delivery bills, shipping documents and invoices; the Contractor shall bear the costs caused by the omission of this data, unless he is not responsible for the omission.
- (4) The Contractor shall package, label and ship hazardous products in accordance with the relevant national and international regulations. The Contractor shall fulfill all obligations incumbent on the supplier (within the meaning of Article 3 No. 32 EC Regulation 1907/2006/EC (hereinafter "**REACH Regulation**")) in accordance with the REACH Regulation with regard to the delivery of the goods. In particular, he shall provide us with a safety data sheet in accordance with Article 31 REACH Regulation in the language of the recipient country in all cases prescribed in Article 31 (1) to (3) REACH Regulation.
- (5) Deliveries shall become our property upon handover, unless otherwise agreed. Any reservation of title in favor of the Contractor shall have the effect of a simple reservation of title. We reject any extended or expanded retention of title by the Contractor. Ownership of the Deliveries shall pass from the Contractor to us at the latest upon payment of the price. We may mix, process or blend Deliveries which are delivered under retention of title in the ordinary course of business with effect for us and also resell them.
- (6) If delivery is made earlier than agreed, we reserve the right to return the goods at the Contractor's expense. If no return shipment is made in the event of early delivery, the delivery item shall be stored by us until the agreed delivery date at the expense and risk of the Contractor. In the event of premature delivery, we reserve the right to make payment only on the agreed due date.
- (7) Unless otherwise agreed, the Contractor shall not be entitled to make partial deliveries or render partial services. If partial deliveries or partial services are agreed, the note "*partial delivery*" or "*partial service*" must be indicated on the delivery bill and on the invoice.
- (8) If standardized, exchangeable reusable (pool) pallets (e.g. Euro flat pallets, Euro box pallets) are used for the delivery, the rules of the Bonn pallet exchange shall be deemed agreed, unless otherwise specified in individual cases.
- (9) The Contractor shall only be entitled to rights of set-off and retention insofar as claims against us are undisputed or have been legally established or the counterclaim is in a synallagmatic relationship to our claim.

V. Delivery Dates, Delay in Delivery

- (1) The delivery times stated in an order are binding (hereinafter "**Delivery Dates**"). If the order does not contain a different Delivery Date, the Delivery Date shall be two weeks from the date of our order. After conclusion of the contract, Delivery Dates can only be extended by the Contractor if we expressly agree to an extension.
- (2) Compliance with the Delivery Dates by the Contractor shall be determined by the fact that the Deliveries are handed over to us on the agreed Delivery Date. If the Deliveries require acceptance, the respective Delivery Date shall be deemed to have been met if the Contractor makes the Deliveries available to us ready for acceptance on the Delivery Date. The Contractor shall not be entitled to premature delivery.
- (3) The Contractor may only invoke the absence of necessary documents to be supplied by us as the cause of a delay on the part of the Contractor if it has sent a written reminder for the documents and has not received them within a reasonable period of time.
- (4) As soon as it becomes apparent to the Contractor that it will not be able to execute an order on time in whole or in part, it must notify us of this immediately in writing, stating the reasons and the expected duration of the delay. The Contractor's obligation to comply with the agreed Delivery Dates shall remain unaffected by this, as shall our claims due to the delay.
- (5) In the event of a delay in delivery by the Contractor, we are entitled to claim a contractual penalty of 0.5% of the net price agreed with the Contractor in accordance with the respective contract for each commenced week of delay, but not more than a total of 5% of this net price, unless the Contractor is not responsible for the delay in delivery. We expressly reserve the right to claim any further damages. Contractual penalties already paid shall be credited in this respect. We may also assert the contractual penalty if no reservation is made upon acceptance of the delivery, but only beyond the final payment for the delivery if we reserve the right to do so upon final payment. In all other respects, we reserve the claims and rights applicable by law in the event of a delay in delivery.

VI. Customs, Export Control

- (1) The fulfillment of a contract by us is subject to the proviso that there are no obstacles to fulfillment due to national or international regulations of foreign trade law, no embargoes or other sanctions (hereinafter "**Export Control Regulations**").
- (2) The Contractor shall comply with all requirements of applicable national and international customs and foreign trade law. The Contractor is obliged to inform us, without being requested to do so, of any licensing requirements for exports and re-exports of its goods in accordance with German, European and US export and customs regulations as well as the export and customs regulations of the country of origin of its goods in its business documents. To this end, the Contractor shall provide the following information at least in its offers, order confirmations, delivery bills and invoices for the relevant goods items:
 - the export list number according to Annex AL of the German Foreign Trade and Payments Ordinance or comparable list items of relevant export lists,
 - for US goods, the ECCN (Export Control Classification Number) or EAR99 in accordance with the US Export Administration Regulations (EAR),
 - the commercial origin of its goods,
 - the statistical goods number (HS code) of its goods.

If necessary, he shall submit corresponding clearance certificates from the competent authorities. The Contractor shall be obliged to provide all information and data that we require for compliance with foreign trade law for export, import and re-export in writing no later than two weeks after placing the order and immediately in the event of changes.

- (3) The Contractor is obliged to notify us immediately in writing of any circumstances that become known to it after conclusion of the contract which give rise to the assumption

- of a possible or actual violation of Export Control Regulations. In any case in which circumstances become known which justify the assumption of a possible or actual violation of Export Control Regulations, a default of acceptance by us is excluded for a reasonable period of time in order to give us the opportunity to review the situation.
- (4) If actual violations of Export Control Regulations are determined or cannot be ruled out, we may, at our discretion, withdraw from the contract as a whole or for those partial deliveries which justify the assumption of a violation.
- (5) If the Contractor is based in the European Union (EU) or in a country with a free trade or preferential agreement, the Contractor shall send us an original long-term supplier's declaration for products with preferential origin status in accordance with the relevant statutory provisions (currently: Regulation (EU) 2015/2447) without being requested to do so. As proof of origin under commercial law, the Contractor undertakes to issue a long-term IHK declaration (supplier's declaration within the meaning of Art. 59-61 Regulation (EU) 2015/2447) without being requested to do so, provided the Contractor is based in the European Union (EU). For deliveries of goods from non-EU countries, the Contractor warrants to issue a certificate of origin in accordance with international trade regulations for each consignment of goods.
- (6) The Contractor guarantees that he is either an Authorized Economic Operator AEO-F or AEO-S or that he meets the following supply chain security requirements:
- Goods that are produced, stored, transported, delivered to or taken over by us on our behalf are produced, stored, processed and loaded at safe operating sites and safe handling locations,
 - are protected against unauthorized access during production, storage, processing, loading and transport,
 - the personnel employed for the production, storage, processing, loading, transportation and acceptance of such goods are reliable (within the meaning of Art. 24 (1) of Regulation (EU) No. 2015/2447),
 - Business partners acting on behalf of the Contractor are informed that they must also take measures to secure the above-mentioned supply chain.
- The Contractor shall provide evidence of AEO-F or AEO-S certification immediately, at the latest with the first delivery, by sending a copy of the official certification to Jungheinrich. If the Contractor is not an Authorized Economic Operator, he shall submit a security declaration immediately, at the latest with the first delivery, in which he undertakes to comply with the above-mentioned requirements. If the Contractor no longer fulfills the requirements assured in the safety declaration, he is obliged to inform us immediately in writing.
- (7) The Contractor shall indemnify us against any damage arising from the breach of the obligations under this Section VI., unless the Contractor is not responsible for this. The scope of the damages to be compensated shall also include the reimbursement of all necessary and reasonable expenses incurred by us or in particular the costs and expenses of any legal defense, as well as any administrative fines or penalties.
- VII. Duty to Inspect, Outgoing Inspection, Quality and Material Compliance**
- (1) The Contractor is obliged to check drawings, calculations, specifications and other requirements from us independently within the scope of its general and special expertise and specialist knowledge for any errors, contradictions or concerns about suitability for use. He shall inform us immediately should he discover such errors or contradictions or should such concerns arise.
- (2) The Contractor guarantees that the Deliveries correspond to the agreed technical data, are manufactured from the agreed materials or materials specified in the documentation, are free from material and manufacturing defects, fully fulfill the agreed functions and are not afflicted with defects that cancel or reduce the value or suitability for the usual use or the use assumed under the contract. If no materials have been agreed, the Deliveries shall be manufactured from the most suitable materials.
- (3) All deliveries by the Contractor must comply in all respects with the contractually agreed quality, applicable statutory and official provisions, the product and environmental protection laws, applicable regulations for substance restrictions, the relevant accident prevention and safety regulations, ordinances and provisions of authorities and trade associations as well as the latest state of the art, be of high quality in terms of type and quality and suitable for the intended and customary use. In particular, the agreements made regarding chemical, physical and technical properties, dimensions, type of execution and quality, insofar as agreed within the respective tolerances, must also be complied with. Further subjective and objective requirements for the Deliveries remain unaffected.
- (4) The Contractor is obliged to provide conclusive information and documents on compliance with the regulatory requirements specified in Section VII (3) and to submit relevant documents. The Contractor undertakes to comply with statutory information obligations towards us even after delivery. Further obligations according to Section VII (5) to (9) and Section XVII (2) to (9) remain unaffected and take precedence over the general requirements of Section VII.
- (5) The Contractor shall ensure that all substances contained in the Deliveries are effectively pre-registered, registered (or exempted from registration) and, where relevant, authorized in accordance with the applicable requirements of the REACH Regulation for the uses notified by us. If the Supplies are an article within the meaning of Article 7 of the REACH Regulation, the preceding sentence shall apply in relation to substances released from such articles.
- (6) The Contractor shall inform us immediately if a component of an article contains a substance in a concentration of more than 0.1% by mass (W/W) that meets the criteria of Articles 57 and 59 REACH (so-called *substances of very high concern*). This also applies to packaging products.
- (7) The Contractor warrants that it complies with the requirements of the respective applicable national implementing act of Directive 2011/65/EU including extension 2015/863/EU as amended (hereinafter "**RoHS Directive**"). Accordingly, none of the substances listed in Annex II of the RoHS Directive may exceed the maximum concentration in the homogeneous material. If exceptions according to Annex III or Annex IV are used, the Contractor shall inform us of these exceptions. This also applies to all non-electronic or non-electrical delivery items or to electronic or electrical delivery items that do not fall within the scope of the Directive.
- (8) Prior to delivery, the Contractor shall check compliance with the aforementioned requirements by means of a suitable, state-of-the-art quality inspection in the form of an outgoing goods inspection and provide us with evidence thereof. Deliveries that have not passed this inspection may not be delivered.
- (9) The Contractor shall conclude a corresponding quality assurance agreement with us, insofar as we deem this necessary.
- VIII. Acceptance, Transfer of Risk**
- (1) Deliveries shall only require acceptance if this has been expressly agreed between us and the Contractor or if this results from statutory provisions.
- (2) Unless otherwise agreed, we may declare acceptance up to two (2) weeks after notification of completion of the Deliveries by the Contractor. Acceptance shall require an express written declaration from us. Partial acceptances are generally excluded.
- (3) The risk of accidental loss and accidental deterioration of the Deliveries shall pass to us when they are handed over at the agreed place of delivery. If the Deliveries require acceptance, the risk of accidental loss and accidental deterioration of the Deliveries shall only pass to us upon acceptance.
- IX. Notice of Defects, Warranty**
- (1) The statutory obligations to inspect and give notice of defects (Section 377 German Commercial Code (HGB)) shall apply with the proviso that we shall only randomly

- inspect the Deliveries under the purchase contract with regard to quantity, type, externally recognizable defects (e.g. transport damage) and other obvious defects after delivery. We may give notice of obvious defects immediately, but at least up to five (5) days after delivery, hidden defects up to ten (10) days after their discovery. If acceptance has been agreed, we shall have no obligation to inspect and give notice of defects prior to acceptance. We shall have no further obligations to inspect and give notice of defects other than the above obligations.
- (2) In the event of defects in the Deliveries, we shall be entitled to the statutory warranty rights without restriction. As subsequent performance, we may - without prejudice to our further rights in respect of defects - demand, at our discretion, rectification of defects or replacement delivery or manufacture.
- (3) If the Contractor fails to fulfill its obligation of subsequent performance within a reasonable period set by us, we may remedy the defect ourselves and demand compensation from the Contractor for the necessary expenses or a corresponding advance payment. If subsequent performance by the Contractor has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set. We shall inform the Contractor immediately of circumstances that justify the unreasonableness, if possible before we remedy the defect.
- (4) Any release of layouts, drawings, specifications or samples declared by us shall not constitute a waiver of rights in respect of defects. The Contractor's responsibility for the freedom from defects of its Deliveries shall remain unaffected by our release.
- (5) The limitation period for claims in connection with material defects and defects of title shall be 36 months from the start of the statutory limitation period, unless otherwise agreed with the Contractor or a longer limitation period applies by law.
- (6) In the event of a new delivery or production under warranty, the limitation period for the newly delivered goods or newly produced works shall begin anew once and shall apply for a period of 24 months. Insofar as the remaining limitation period according to Section IX. (5) exceeds the period of 24 months, the remaining longer limitation period shall apply. If only parts of the goods are newly delivered or only parts of the works are newly manufactured, the aforementioned sentences of this clause shall apply. Section (6). (6) shall only apply to these parts.
- (7) A notification of defects made by us within the limitation period shall suspend the limitation period until agreement has been reached between us and the Contractor on the rectification of the defect and any consequences; however, the suspension shall end six months after the final rejection of the notification of defects by the Contractor. The limitation period for claims for defects shall expire at the earliest three months after the end of the suspension, but in no case before the expiry of the limitation period pursuant to Section IX (5).
- X. Supplier Recourse**
- (1) We shall be entitled to our statutory claims for expenses and recourse within a supply chain (supplier recourse pursuant to Sections 478, 445a, 445b or Sections 445c, 327 (5), 327u BGB) without restriction in addition to the claims for defects. In particular, we are entitled to demand exactly the type of subsequent performance (rectification or replacement delivery) from the Contractor that we owe to our customer in the individual case; in the case of Deliveries with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right to choose (Section 439 (1) BGB) is not restricted by this.
- (2) Our claims arising from supplier recourse shall also apply if the defective goods have been combined with another product or processed in any other way by us, our customer or a third party, e.g. by installation, attachment or installation.
- XI. Exemption, Product Liability**
- (1) The Contractor shall indemnify us against claims for damages and reimbursement of expenses asserted against us by third parties on the basis of a defective delivery or an infringement of industrial property rights or the compliance / sustainability requirements in accordance with Section X(3) and XVII. in relation to a delivery by the Contractor for which the Contractor is responsible. Further statutory rights of ours shall remain unaffected.
- (2) The Contractor shall also indemnify us within the scope of product and manufacturer's liability for all claims asserted for personal injury or property damage attributable to a product defect in the delivery or a breach of the Contractor's duty to observe the product, unless the Contractor is not responsible for this. Insofar as we are obliged to carry out a recall action or other field action vis-à-vis third parties for such a reason, the Contractor shall bear all associated costs.
- (3) The Contractor is obliged to maintain product liability insurance with an appropriate sum insured at its own expense. The Contractor shall send us a copy of the liability policy at any time upon request.
- XII. Liability**
- (1) The Contractor shall be liable to us for damages and reimbursement of expenses in accordance with the statutory provisions, unless otherwise agreed.
- (2) We shall not be liable to the Contractor for damages and reimbursement of expenses, irrespective of the legal grounds (contract, tort, breach of duties arising from the contractual obligation, indemnification, etc.).
- (3) The above exclusion of liability shall not apply in the event of liability under the Product Liability Act, in cases of intent or gross negligence, in the event of culpable injury to life, limb or health, or in the event of a breach of material contractual obligations. Essential contractual obligations are those obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the Contractor regularly relies and may rely.
- (4) However, our liability for breach of material contractual obligations shall be limited to compensation for foreseeable damage typical of the contract, unless we are liable due to intent or gross negligence, injury to life, limb or health or under the Product Liability Act.
- (5) Insofar as our liability is excluded or limited in accordance with the above clauses, this shall also apply to the corresponding personal liability of our vicarious agents, representatives or employees.
- XIII. Provision, Tools, Devices**
- (1) Materials, parts, products, tools and other means of production (hereinafter "**Provided Materials**") provided by us to the Contractor for the fulfillment of its contractual obligations shall remain our property. The Provided Materials may only be used for our orders as intended.
- (2) Provided Materials shall be stored, labeled and stored separately by the Contractor free of charge. From the handover of the Provided Materials to the Contractor, the Contractor shall bear the risk for the Provided Materials until they are returned to us. During this period, the Contractor shall provide compensation in the event of damage to or loss of the Provided Materials, unless we are responsible for this. Maintenance and repair work on tools or other production equipment provided shall be carried out by the Contractor at its own expense. The Contractor must notify us immediately of any malfunctions.
- (3) The Contractor shall be entitled to process, combine and mix Provided Materials in accordance with our order, otherwise only with our prior written consent.
- (4) Processing, combining and mixing of the Provided Materials shall be carried out for us as the manufacturer within the meaning of Section 950 BGB without any obligation on our part. The processed goods shall be deemed to be Provided Materials within the meaning of Section XII (1). If the goods are processed, combined or mixed with items that are not our property, we shall acquire co-ownership of the new items. The extent of this co-ownership is determined by the ratio of the value of the Provided

- Materials to the value of the other items. If our ownership expires due to combination or mixing, the Contractor hereby transfers to us the ownership rights to which it is entitled to the new item to the extent of the value of the Provided Materials and shall store these for us free of charge. The co-ownership rights shall be deemed to be provisions in accordance with Section XII (1).
- (5) The Contractor must inform us immediately of any seizure of the Provided Materials or other interventions by third parties.
 - (6) The Contractor shall insure the Provided Materials at its own expense against fire, water, theft and other damage (e.g. caused by employees) and to provide us with proof of this upon request. The Contractor hereby authorizes us to assert claims against the insurer under these insurance policies in respect of our Provided Materials.
 - (7) Tools provided shall be returned to us by the Contractor upon first request, at the latest upon termination of the business relationship.
- XIV. Rights of Use and Exploitation, Property Rights**
- (1) The Contractor warrants that its Deliveries do not infringe any third-party rights and that third parties cannot assert any rights in relation to the Deliveries, in particular any rights in rem and intellectual property rights including all industrial property rights such as in particular patent rights, trademark rights, utility models, design rights and copy-rights (hereinafter "**Property Rights**").
 - (2) If a third party asserts claims against us due to the infringement of property rights in relation to Deliveries of the Contractor, the Contractor shall – without prejudice to our further rights – at his discretion and at his expense either obtain a right of use, modify his Deliveries in such a way that the property right is not infringed or replace his Deliveries with a new one.
 - (3) Further statutory rights of us due to defects of title in the Contractor's Deliveries shall remain unaffected.
 - (4) Insofar as the Deliveries or the documents and information associated with the Deliveries contain industrial property rights of the Contractor or third parties, the Contractor shall irrevocably, unconditionally and indefinitely transfer to us all industrial property rights of the Contractor or the third party required for the contractually stipulated and customary use of the Deliveries in a manner that is unlimited in time and space, fully or partially transferable and sublicenseable.
 - (5) Insofar as the Contractor is unable to transfer the property rights due to mandatory statutory provisions, the Contractor shall grant us all rights of use and exploitation in this respect, including the right to publish, distribute, reproduce and process, to the aforementioned extent, so that we can use, exploit and process the Deliveries in the contractually stipulated manner and in accordance with their customary use. If the Contractor provides Deliveries exclusively for us, it shall grant us the relevant rights of use, exploitation and processing in an exclusive manner. The rights of use and exploitation granted relate to all types of use and exploitation known and unknown at the time of delivery and entitle us in particular to transfer the Deliveries to third parties.
 - (6) The transfer or granting of rights is compensated for with the agreed remuneration.
 - (7) We are the sole owner of all industrial property rights to any work results resulting from the use of the Deliveries (hereinafter "**Work Results**"). In this respect, the Contractor undertakes to transfer to us any industrial property rights to work results to which it is entitled without separate remuneration immediately after becoming aware of them. If a transfer of industrial property rights to work results is not possible due to mandatory statutory provisions, the Contractor undertakes to grant us all rights of use and exploitation in this respect without separate remuneration immediately after becoming aware of them in an exclusive, unlimited, irrevocable, unconditional, fully or partially transferable and sublicenseable manner.
- XV. Documents, Confidentiality**
- (1) We reserve all property rights and industrial property rights such as patent, trademark, usage and design rights as well as copyrights to illustrations, molds, templates, samples, designs and design proposals, models, profiles, drawings, standard sheets, print templates, gauges, know-how, calculations, work documents and other documents and records (hereinafter referred to as "**Documents**") provided by us. In particular, this also includes information on manufacturing processes, recipes and system configurations. Documents may only be used by the Contractor for the contractually intended purpose without our prior written consent. The same applies to objects manufactured according to the documents.
 - (2) The Contractor is obliged to keep all illustrations, drawings, calculations and other documents and information received from us, in particular know-how and trade secrets (hereinafter "**Confidential Information**"), strictly confidential from third parties. In particular, the Contractor shall not be authorized to disclose or make accessible the Confidential Information to third parties without our prior written consent. The Confidential Information shall only be used for the purposes of the contract. The Contractor shall oblige its employees and other persons who gain access to the Confidential Information in connection with the performance of the contract to maintain confidentiality accordingly.
 - (3) Excluded from the obligation in Section XV. (2) shall not apply to information that (a) was demonstrably already known to the Contractor at the time of conclusion of the contract or subsequently becomes known to the Contractor from a third party without violating a confidentiality agreement, statutory provisions or official orders, (b) is already generally known at the time of conclusion of the contract or later becomes generally known, provided that this is not based on a violation of this contract, (c) was developed independently by the Contractor without access to our Confidential Information, or (d) must be disclosed due to legal obligations or by order of a court or authority.
 - (4) The confidentiality obligation of this Section XV. shall also apply after termination of the contract and the end of the business relationship, irrespective of the manner in which the contract or the business relationship is terminated.
- XVI. Spare Parts Supply, Quality Assurance**
- (1) The Contractor is obliged to keep spare parts (including wearing parts) for the Deliveries to us, insofar as these are machines, systems or components, for a period of at least ten (10) years from the date of delivery or to ensure a corresponding supply.
 - (2) The Contractor shall offer to manufacture sufficient spare parts within a reasonable period of time before the intended end of the period within which it must ensure the supply of spare parts in accordance with Section XVI. (1) so that we are able to keep a final stock.
 - (3) The Contractor shall set up and maintain a quality assurance system that complies with the latest standards of the relevant supply industry. The Contractor shall carry out the quality assurance measures, including the necessary documentation, on its own responsibility. The Contractor shall make this documentation available to us on request. The Contractor shall retain the documentation in accordance with the statutory requirements, but for at least ten (10) years.
 - (4) We shall be entitled to inspect compliance with the quality assurance measures ourselves or through independent inspectors at the Contractor's plant during normal business hours and after timely - at least ten (10) working days - prior notice. The inspection shall not release the Contractor from its liability for defects. The Contractor shall be entitled to take reasonable measures to protect its business and trade secrets. We have a legitimate interest in inspecting the Contractor's inspection and test reports relating to a delivery to us. The Contractor shall be obliged to permit such inspection for a period of ten (10) years after delivery.
- XVII. Compliance, Sustainability**
- (1) The Contractor is obliged to act in accordance with the legal provisions applicable to

- it, in particular the regulations on data protection, competition law, anti-corruption, money laundering as well as the relevant regulatory requirements concerning sustainability, environmental and climate protection, and the protection of human rights, specifically those arising from the legal acts referenced in Section XVII (2) until (9).
 - (2) If and insofar as we import goods listed in Annex I of Regulation (EU) 2023/956 on Carbon Border Adjustment Mechanism (hereinafter "**CBAM Regulation**"), the Contractor shall provide us with all relevant data and information in accordance with Annex IV of CBAM Regulation (hereinafter "**CBAM Data**"). The Contractor is obliged to provide us with verifiable CBAM Data at the latest by the time of delivery of the goods concerned. We intend to use the CBAM Data exclusively to fulfill our reporting obligations under the CBAM Regulation.
 - (3) If the goods delivered to us by the Contractor are relevant products within the meaning of Annex I of the Regulation (EU) 2023/1115 on Deforestation-Free Supply Chains (hereinafter "**EUDR**"), the Contractor shall comply with the requirements of the EUDR. In particular, the Contractor shall provide us with the geolocation data of the production areas relevant under the EUDR and the necessary proof of conformity of the goods with the EUDR prior to delivery.
 - (4) The Contractor shall comply with all requirements of Regulation (EU) 2023/1542 on Batteries and Waste Batteries (hereinafter "**Battery Regulation**"). In particular, the Contractor shall not supply us with batteries containing substances listed in Annex I of the Battery Regulation.
 - (5) The Contractor shall comply with all obligations under Regulation (EU) 2017/ laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas (hereinafter "**Conflict Minerals Regulation**"), the Act on Corporate Due Diligence to Prevent Human Rights Violations in Supply Chains (hereinafter "**LkSG**") and under Directive (EU) 2024/1760 on Due Diligence Obligations of Companies with regard to Sustainability (hereinafter "**CSDDD Directive**") and its respective national implementing act, where applicable. Furthermore, the Contractor shall comply with all requirements under Regulation (EU) 2024/1781 establishing a Framework for the Setting of Ecodesign Requirements for Sustainable Products (hereinafter "**Ecodesign Regulation**") and the applicable delegated acts and under Directive (EU) 2022/2464 on Corporate Sustainability Reporting (hereinafter "**CSRD Directive**"), where applicable.
 - (6) When manufacturing, filling, selling and importing single-use plastic products into the EU in accordance with Annex 1 of the Single-Use Plastics Fund Act (hereinafter "**EWKFondsG**"), the Contractor must fulfill all obligations contained in the EWKFondsG and submit a valid registration in accordance with Section 7 EWKFondsG upon request.
 - (7) The Contractor shall comply with the requirements of the Jungheinrich Supplier Code of Conduct (the English version is available at <https://media-live2.prod.scw.jungheinrichcloud.com/resource/blob/857176/fa2056753befdd88a123df81719d8829/supplier-code-of-conduct-english-data.pdf>) at all times. For information purposes only, other language versions of the Jungheinrich Supplier Code of Conduct can be found here: <https://www.jungheinrich.com/en/about-us/purchasing/transparency-and-responsibility-in-our-supply-chain-655322>. However, only the English version of the Jungheinrich Supplier Code of Conduct is legally binding.
 - (8) The Contractor shall require its subcontractors and suppliers in the supply chain to comply with standards that correspond to the requirements of the aforementioned regulations, including the Jungheinrich Supplier Code of Conduct. We are entitled to check compliance with the aforementioned regulations by the Contractor ourselves or through third parties commissioned by us after prior notification and in the event of substantiated knowledge of a violation of the LkSG.
 - (9) If actual violations of EUDR or CBAM Regulation are determined or cannot be excluded, we may, at our discretion, withdraw from the contract as a whole or for those partial deliveries that justify the assumption of a violation.
- XVIII. Information Security of Contractor; Information Security-Training for the Contractor**
- (1) Upon request, the Contractor shall participate in a self-disclosure and audit to evaluate its IT security. The self-disclosure shall include sufficiently detailed information from the Contractor on the guidelines, procedures and measures implemented by it with regard to its IT security and the handling of IT incidents. We are entitled to perform an audit of the Contractor's IT security ourselves or through third parties commissioned and obliged to confidentiality by us, including but not limited to performing on-site inspections at the Contractor's premises, interviews with IT employees and/or IT service providers of the Contractor as well as audits of the Contractor's IT infrastructure and IT security systems.
 - (2) We will specify time and content of self-disclosure and audit in text form with reasonable advance notice. The Contractor shall warrant the complete and truthful provision of all information requested within the scope of the self-disclosure or audit and shall provide all access, information and cooperation services required for the audit immediately upon request.
 - (3) Each party shall bear its own expenses and costs incurred in connection with self-disclosure and auditing.
 - (4) If the Contractor receives from us (e.g. in the context of consulting projects) (i) access to our IT systems, (ii) access to our other information systems or (iii) its own Jungheinrich user account, the Contractor shall upon request participate in training courses held on the Jungheinrich campus (e.g. on the topics of information security, data protection, code of conduct). Each party shall bear its own expenses and costs incurred in connection with these training courses.
- XIX. Subcontractors, Prohibition of Assignment**
- (1) The Contractor shall not be entitled to have the Deliveries carried out by subcontractors without our prior written consent. Subcontractors shall not include external transportation personnel. The Contractor shall be liable for the fault of its subcontractors as for its own fault.
 - (2) The Contractor is not entitled to assign claims arising from the contract with us to third parties without our prior written consent.
- XX. Place of Fulfillment**
- The place of performance for all Deliveries is the place of delivery specified in the order. If no place of delivery is specified, the place of performance shall be our registered office. The place of performance for subsequent performance is the location of the respective Deliveries.
- XXI. Applicable Law, Arbitration**
- (1) These Terms and the contractual relationship between us and the Contractor shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
 - (2) All disputes arising out of or in connection with (i) these Terms, (ii) their validity or (iii) the contractual relationship between us and the Contractor shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The arbitration tribunal shall consist of a sole arbitrator. The place of arbitration shall be our registered office. The language of the proceedings shall be English.
- XXII. Miscellaneous**
- (1) Insofar as these Terms require the written form or a declaration must be made in writing, the text form within the meaning of Section 126b German Civil Code (BGB; including fax and e-mail) shall suffice in this respect, unless the written form is required by law. Where reference is made to "days", this refers to calendar days.
 - (2) In the event that individual provisions of the Terms and/or the contract are invalid, the remaining provisions shall remain valid.