

## GENERAL CONDITIONS OF CONTACT FOR EQUIPMENT DELIVERY

### („GENERAL CONDITIONS OF CONTRACT“)

VALID FROM 1/1/2010

#### A. Scope

- Parties understand that Jungheinrich Hungária Kft. is obliged to separately inform Customer of the general condition of contract which substantially differs from the normal contract conclusion practice, from the regulations for contracts or from the provisions Parties applied for their contractual relationship previously. Such condition shall only form part of the contract if the other Party – following the separate attention calling information – has explicitly accepted it.
- Therefore, Customer states that according to his knowledge based on the provisions of § 205/B. section 2 of the Civil Code present General Conditions of Contract do not contain any requirements which would substantially differ from the normal contract conclusion practice or from the regulations for contracts. Customer also states that in case present General Conditions of Contract differ from any of the provisions of a contract previously existed between the parties, Customer received separate attention calling information thereof from Jungheinrich Hungária Kft. and he will explicitly accept it.
- Scope of present General Conditions of Contract shall cover the legal relationship established between the Customer as customer and Jungheinrich Hungária Kft. as service provider for the delivery of material handling equipment, their spare parts and accessories (hereinafter referred to as „Equipment“).
- General conditions of procurement or other general conditions of contract of the Customer as well as any possible unilateral modifications of the provisions of present General Conditions of Contract by the Customer shall be excluded.
- Present General Conditions of Contract and the contract covering the individual conditions of the legal relationship established between contracting parties („One-Time Contract“) shall jointly form the complete agreement concluded between contracting parties for the subject of the service. In case a contradiction with regard to contents arises between the One-Time Contract and the General Conditions of Contract, provisions of the One-Time Contract shall prevail as regards the legal relationship regulated in the given One-Time Contract. As for the issues not regulated in the One-Time Contract provisions of the General Conditions of Contract shall apply.
- Customer states that Jungheinrich Hungária Kft. provided for his getting acquainted with the content of present General Conditions of Contract prior to the conclusion of the One-Time Contract and he expressly agrees to the General Conditions of Contract. Customer also states that General Conditions of Contract are not regarded as unfair by him, for they set forth Customer's rights and duties resulting from the contract without breaching the requirement of good faith and fairness whereas Customer also states that these conditions do not put him in a unilaterally or unduly disadvantageous situation.
- In case of a long-term business relationship present General Conditions of Contract shall also be applied to one-time contracts concluded previously or to be concluded with Customer for the Equipment unless other conditions are expressly agreed upon.

#### B. Contract Conclusion, Subject of Contract, Delivery and Scope of Services

- In case the One-Time Contract with regard to the Equipment as formulated in a separate document is not concluded between Customer and Jungheinrich Hungária Kft., subject and content of the given delivery shall exclusively be governed by our written order confirmation which enters into effect upon receipt by Customer. If the order placement is regarded as an offer under relevant provisions of the civil law, Jungheinrich Hungária Kft. is entitled to accept it within 30 (thirty) days upon receipt thereof.
- Unless otherwise agreed by contracting Parties Jungheinrich Hungária Kft. delivers the Equipment as accepted with „ex works“ delivery.
- Contracting Parties set forth the technical requirements for the Equipment undertaken by Jungheinrich Hungária Kft. and the technical standards and provisions to be applied for completion in the One-Time Contract.
- Performance data at +20°C temperature refer to operation 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, catalogs, advertisements, in correspondence including offers and on data sheets are given only for information, unless Jungheinrich Hungária Kft. recognizes them as binding for himself in the One-Time Contract. The same refers to photos, drawings and other figures as well.
- Jungheinrich Hungária Kft. retains the right to apply technical changes to the Equipment even after concluding the One-Time Contract, if such changes do not alter the functionality, essential technical features and/or the appearance of the Equipment in total substantially.
- In cases where after the conclusion of the One-Time Contract a description of operation is prepared, Customer is obliged to agree to such a description in due time. The description of operation shall take effect with regard to the provisions of the One-Time Contract containing technical features after their approval by the Parties.
- Jungheinrich Hungária Kft. retains the right on intellectual property and/or the rights under copyright law belonging to him for quotations, plans and other documents prepared by him. Documents may be disclosed to third party only with the prior consent of Jungheinrich Hungária Kft. In case the One-Time Contract is not concluded, Customer is obliged to return the documents to Jungheinrich Hungária Kft. immediately without being requested to do so.
- Upon Customer's request Jungheinrich Hungária Kft. is ready to take back the transport package of the Equipment. Transport packages shall be returned clean, free of foreign matters and sorted by packing materials. Otherwise Customer shall bear all additional handling costs of packing materials incurred for Jungheinrich Hungária Kft. on his premises.

#### C. Delivery Deadline

- Delivery deadline shall commence on the date set forth in the One-Time Contract and/or upon receipt of Customer's order confirmation, but not earlier than the date when Customer makes the information, documents, permits and approvals to be provided by Customer available to Jungheinrich Hungária Kft. and earnest money and prepayment as set forth in the One-Time Contract have been paid by Customer.
- Delivery deadline shall not commence prior to the clarification of essential technical issues for the subject of delivery. Data included in the One-Time Contract shall be regarded especially in regard to approximate data and the like as binding. If only approximate data are given in the One-Time Contract, Customer shall request Jungheinrich Hungária Kft. to confirm binding delivery deadlines individually.
- If Customer will make changes to the Equipment after the conclusion of the One-Time Contract, or if such changes become necessary for reasons not attributable to Jungheinrich Hungária Kft., Parties are obliged to conclude a separate agreement on the contract modification resulting from such changes (e.g. subject of the contract modification, delivery deadlines, indemnity, etc.). In such cases all costs arising from the contract modification shall be borne by Customer.
- Time limit for „ex works“ deliveries shall be regarded as observed if Jungheinrich Hungária Kft. notifies Customer till the last day of the delivery time that the ordered goods are ready for shipping.

- Time limit for delivery shall be extended accordingly, in particular, if (i) measures shall be taken due to labor disputes (strikes or plant closure), (ii) or force majeure issues, or (iii) unforeseeable obstacles occur for reasons not attributable to Jungheinrich Hungária Kft., insofar such obstacles have verifiable impact on the manufacturing and/or on the delivery of the Equipment. This rule shall be applied even if such circumstances occur at the company which manufactures or ships the Equipment. Above described circumstances shall be considered as reasons not attributable to Jungheinrich Hungária Kft. even if they occur during an already existing delay. In cases that have major impact on the completion, the occurrence and cessation of such circumstances shall be reported by Jungheinrich Hungária Kft. to Customer without delay.
- In case the delivery of the Equipment becomes impossible due to the aforesaid unforeseeable circumstances, the One-Time Contract shall become terminated. In case the delivery of the Equipment in the above cases is only possible by charging additional expenses, Jungheinrich Hungária Kft. is entitled to withdraw from the One-Time Contract without any legal consequence.

#### D. Partial Performance

- Jungheinrich Hungária Kft. is entitled for partial performance. In case of partial performance each partial performance shall be considered as an individual transaction and shall be settled individually.

#### E. Delay in Delivery, Extension of Deadlines

- Should Jungheinrich Hungária Kft. be delayed with the delivery, Customer shall have the right to claim for penalty for delay for each day commenced to the extent of 0.1 percent but not more than 5 (five) percent of the net purchase price of the Equipment effected by the delivery that has not been performed by due date or according to the contract.
- If in case of delay Customer sets a reasonable additional delivery date for Jungheinrich Hungária Kft. by giving an explicit statement in writing that he refuses the take-over of the service if the additional time limit expires unsuccessfully, and Jungheinrich Hungária Kft. has not observed the additional time limit for reasons attributable to him, Customer shall be entitled to withdraw from the contract.
- Customer may not assert any further claims because of delay in addition to the provisions of section K.
- In case Customer desires a delivery date later than set forth in the One-Time Contract and Jungheinrich Hungária Kft. agrees to it, Customer shall advance and bear all costs related to warehousing and additional shipping. In case of a warehousing at the premises of Jungheinrich Hungária Kft. or of his agent the warehousing fee amounts to at least 0.5 percent of the net purchase price. Jungheinrich Hungária Kft. is entitled to have free disposal of the Equipment after the unsuccessful expiry of the deadline and to deliver them at a later yet reasonable date.

#### F. Acceptance of Equipment, Delay in Acceptance, Transfer of Risk

- Customer shall, in case of „ex works“ delivery, pick up the Equipment at the time specified by Jungheinrich Hungária Kft. in advance. In case the delivery is executed at cost and risk of Jungheinrich Hungária Kft. to Customer's premise, Customer is obliged to make the acceptance of the Equipment upon receipt.
- If Customer does not fulfill this obligation (delay in the acceptance of delivery), Jungheinrich Hungária Kft. takes the Equipment into responsible custody. Customer shall bear the additional costs thereof (e.g. warehousing and maintenance costs). Jungheinrich Hungária Kft. shall have the right to withdraw from the contract in particular and to claim for damages as well as to detain the earnest money after the additional time limit set by Jungheinrich Hungária Kft. unilaterally has expired unsuccessfully due to reasons attributable to Customer. In case Customer refuses the acceptance expressly and finally, setting of time limit is avoidable.
- The risk related to the Equipment shall transfer to Customer at the point of time when Customer accepts the Equipment for „ex works“ delivery. In case of delayed acceptance provisions for responsible custody shall apply. In case of delivery with shipping to Customer's premises the date of receipt at the premises shall apply. Upon request of Customer and against an appropriate amount of prepayment Jungheinrich Hungária Kft. is ready to provide for transport insurance preferred by Customer.

#### G. Penalty for Delay

- In case Customer is delayed with the acceptance of delivery, Jungheinrich Hungária Kft. shall have the right to claim for penalty for each day commenced to the extent of 0.1 percent but maximum 5 (five) percent of the net purchase price of the delivery that has not been accepted by due date.

#### H. Earnest Money, Prepayment, Payment Conditions

- When signing the One-Time Contract Customer shall make a prepayment and pay earnest money as a sign of his commitment the amount of which is set forth in the One-Time Contract by the Parties. If the Parties fulfill the Contract, the earnest money shall serve as an off-set of the contract price, and in case the contract terminates for a cause beyond the control of either Party or for a cause both Parties are liable for, the earnest money shall be returned. The Party liable for the frustration of performance shall lose the earnest money delivered and shall return the double of the earnest money received.
- The purchase price set forth by the Parties in the One-Time Contract does not include the amount of the value added tax pursuant to the then effective legal regulations.
- In case the price list of Jungheinrich Hungária Kft. in force is changed following the conclusion of the One-Time Contract, list prices in force on the day of delivery shall be valid provided that at least 4 months have elapsed between the day of contract conclusion and that of delivery and Jungheinrich Hungária Kft. is not responsible for a possible delay in delivery.
- In case Parties agree on „ex works“ delivery in the One-Time Contract, the price shall not include packing costs.
- In cases where Customer asks that the Equipment be shipped to his address, the purchase price shall include both the purchase price of the Equipment and all additional costs of shipping (e.g. packing, carriage, transport insurance, loading).
- Writing and delivering the invoice shall be done on grounds of the written data provided by Customer when concluding the One-Time Contract. Complaints related to the invoice can be made within 8 days upon receipt of the invoice in writing.
- Payment deadline shall be 8 (eight) days unless otherwise agreed by the Parties. If payments by installment are agreed, the final invoice shall be submitted at the acceptance of the Equipment.
- For late payments the interest rates provided in the Civil Code shall apply. Interests for late payment shall be charged from the very first day of the delay irrespective of the submission of the payment notice by Jungheinrich Hungária Kft. and the date thereof. Jungheinrich Hungária Kft. is entitled to claim for damages exceeding the amount of the interest due for late payment and to raise other possible claims as well.
- Customer shall have the right of set-off and/or retention as compensation against the claims of Jungheinrich Hungária Kft. only, if Jungheinrich Hungária Kft. provides his prior written consent thereto.

<sup>1</sup> „ex works parity“ – Incoterms 2000: Ex works“ means that Seller fulfills his obligation for delivery when he places the Equipment at the disposal of Buyer at Seller's premises (i.e. works, factory, warehouse etc.) not cleared for export and not loaded on any transport vehicle. Buyer has to bear all costs and risks involved in taking the Equipment from the Seller's premises.

10. Payments shall be made by bank transfer directly to the bank account, the number of which is shown on the invoice issued by Jungheinrich Hungária Kft., in the currency as set forth in the One-Time Contract. In case of a failed transfer due to faulty or erroneous transfer data (e.g. transfer to HUF bank account instead of EUR bank account and vice versa) Customer is obliged to reimburse the verified additional expenses incurred for Jungheinrich Hungária Kft. (e.g. exchange rate loss, banking costs) without delay.
11. Payments effected for branches, partners or representatives of Jungheinrich Hungária Kft. shall not be considered as completed payments.
12. Payments to be effected by Customer shall be regarded as completed when the amounts have been credited to the bank account indicated on the invoice issued by Jungheinrich Hungária Kft.

#### I. Reservation of Title

1. Jungheinrich Hungária Kft. reserves its property right on the given Equipment until the full purchase price of the Equipment has been paid.
2. Customer may not dispose of and not debit the Equipment subject to the Reservation of Title during the period of validity of the Reservation of Title.
3. Customer is obliged to fully insure the Equipment with appropriate amounts of cover at least against fire, water damage and theft for the period of validity of the reservation of title. In the event that maintenance and/or repair works become necessary, Customer shall execute them at his own costs by the prescribed deadline.
4. During the period of validity of the reservation of title Customer shall forthwith notify Jungheinrich Hungária Kft. in writing of all enforcement actions which effect the Equipment and shall send the related documents in normal copy to Jungheinrich Hungária Kft. In case Jungheinrich Hungária Kft. raises a court action claiming enforcement with regard to the Equipment against third party, Customer shall reimburse court and out of court expenses that may incur if they are not collectable from the third party.
5. In case Customer is delayed in paying the purchase price, Jungheinrich Hungária Kft. is entitled to retake possession of the Equipment subject to reservation of title at Customer's expense. If the Equipment is in the possession of third party, Customer is obliged to specify the whereabouts of the Equipment at first request and to make all efforts to let Jungheinrich Hungária Kft. enter into possession thereof.
6. In cases where a request for the opening of bankruptcy, winding up and/or liquidation proceedings is submitted against Customer, Jungheinrich Hungária Kft. is entitled to withdraw from the One-Time Contract and to require the immediate return of the Equipment subject to reservation of title.

#### J. Implied and Express Warranty ("kellék- és jogsavatosság") Requirements

##### J.I. For Equipment with incomplete accessories Jungheinrich Hungária Kft. offers implied warranty as follows

1. Jungheinrich Hungária Kft. offers a warranty for the delivered Equipment pursuant to the Civil Code with the differences as described hereunder, no guarantee ("jótállás") undertakings are made. According to this the operating instructions, a positive response or any other statement given by Jungheinrich Hungária Kft. to fault repair cannot be regarded as a guarantee undertaking.
2. Customer is obliged to provide his complaints in writing to Jungheinrich Hungária Kft. within the shortest period of time allowed by the circumstances after detecting the fault.
3. Jungheinrich Hungária Kft. shall repair or replace the Equipment free of charge which has been proven to be incomplete or faulty at the acceptance and Customer shall provide Jungheinrich Hungária Kft. with reasonable deadline and appropriate occasion to do so. Components and/or apparatus replaced when repairing the fault shall become the property of Jungheinrich Hungária Kft. after their removal.
4. If the fault repair or the replacement of the Equipment fails, Customer is entitled to request for an appropriate reduction of the purchase price or to withdraw from the contract.
5. Pursuant to the relevant provisions of the Civil Code Customer may assert his warranty claims for a limitation period of 6 (six) months reckoned from the date on which the faulty performance occurred.
6. In case Customer or third party executes any works, alterations, conversions or repairs to the Equipment without the prior consent of Jungheinrich Hungária Kft., Customer shall not be entitled to assert any warranty claims. The same refers to the case when the component and/or apparatus which need renewal is not renewed or replaced due to the request of Customer.
7. Furthermore, Jungheinrich Hungária Kft. shall not be liable for damages in particular which incur for the following reasons: (i) improper use and/or use not according to regulations and/or inappropriate use (in particular overload, tear, natural wear, faulty or negligent operation), (ii) not executed maintenance and/or maintenance not executed according to the relevant regulations and professional requirements and not in line with the operating instructions and technical guidelines of Jungheinrich Hungária Kft., (iii) use of inappropriate operating components and spare parts, improper foundation, chemical, electrochemical or physical influences.

##### J.II. Jungheinrich Hungária Kft. offers express warranty for the Equipment as follows

8. Jungheinrich Hungária Kft. shall deliver the Equipment free of copyright and industrial property right assigned to third party to Customer. In cases where a third party raises justified claim for the Equipment or for a part thereof on grounds of copyright or industrial property right assigned to it, Jungheinrich Hungária Kft. will – at his own discretion and at his own expense - (i) establish the right of use on the Equipment which alters the subject of delivery so as not to infringe any patent right or copyright, or (ii) substitute the Equipment and/or their effected component, apparatus. If there is no possibility to do so under reasonable conditions, Customer is entitled to withdraw from the contract.

#### J.III. Guarantee

9. If Jungheinrich Hungária Kft. offers guarantee for the Equipment Kft. in the One-Time Contract, the provisions of the One-Time Contract shall prevail.

#### K. Liability for Damage

1. In case Jungheinrich Hungária Kft. fails to fulfill the contract for reasons attributable to him (including missed or erroneous instructions, advising mistakes or any breach of obligation of similar nature), in respect of Customer's claim for compensation – with the exclusion of Customer's any further claims whatsoever – the relevant provisions of section J and section K, paragraphs 2 to 4 shall apply.
2. Jungheinrich Hungária Kft. shall bear liability for damages caused by delayed or faulty execution to Customer. Liability Jungheinrich Hungária Kft. for indirect and consequential damages (in particular, for profit shortfall, loss of production, loss of data) shall be excluded.
3. For all damage events related to the One-Time Contract liability shall be limited to the purchase price of the Equipment which suffers damage. No further claims against Jungheinrich Hungária Kft. are allowed. Limitation of liability shall not cover damage events caused by following conduct:
  - deliberate act;
  - gross negligence;
  - concealed faults, which – if missed – are subject to the accessory warranty offered by Jungheinrich Hungária Kft.;
  - damages caused by life-threatening injury, body injury or injury to health;
  - claims in cases pursuant to product liability act.
4. Parties acknowledge that the liability for breach of contract pursuant to section 314. § (2). of the Civil Code – unless otherwise provided in legal regulations – cannot be excluded and limited, unless the disadvantage related to it can be compensated by an appropriate decrease of the service in return or by other advantage. Customer states that the disadvantage Customer suffers from the limitation of liability for Jungheinrich Hungária Kft. is appropriately compensated by the service in return provided by Jungheinrich Hungária Kft. and that Jungheinrich Hungária Kft. offered an appropriate price discount to Customer in return for such limitation and/or considered it in his quotation.
5. Customer shall be liable for damages, caused by Customer 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 Jungheinrich Hungária Kft.'s and/or third persons' things become damaged. Furthermore, Customer shall be liable for damages including consequential damages which occur because of the concealment of faults and deficiencies inherent in the Equipment.

#### L. Prohibition of Transfer of Rights

Parties are not allowed to transfer their rights and duties arising from the contract to third party by making unilateral decision to do so.

#### M. Place of Performance, Jurisdiction, Governing Law

1. Unless otherwise stipulated the place of performance shall be the main place of business of Jungheinrich Hungária Kft.
2. For the settlement of any dispute whatsoever arising from or in connection with the breach, termination, validity or interpretation of present contract Parties appoint the exclusive jurisdiction of the Permanent Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry, Budapest on condition that during the proceedings of the Court of Arbitration rules of the summary proceedings (Rules of Procedure, § 45.) shall be applied.
3. For all legal relationships between Jungheinrich Hungária Kft. and Customer the Hungarian Law shall apply.
4. Parties undertake to keep the fact and terms of quotations and purchase orders, of present General Conditions of Contract and of the One-Time Contract as well as all business secrets which may become known to them during the performance of present General Conditions of Contract and of the One-Time Contract in confidence, not to provide access to them for and not disclose them to third party. All facts, information, solution or data related to the business activities of the Parties shall be regarded as business secrets, which, if disclosed to or accessed or used by unauthorized persons, would infringe or endanger the legitimate financial, business or market interests of either Party.

#### N. Closing Provisions

1. In consideration of the above Customer states explicitly that he has read present General Conditions of Contract and understood the information for attention and agrees to accept them as binding with regard to the legal relationship established with Jungheinrich Hungária Kft.
2. Notifications with legal effect communicated on grounds of present General Conditions of Contract and of the One-Time Contract shall be set out in writing and shall be delivered to the availabilities of the Parties set forth in the annex of the One-Time Contract, addressed as to the attention of the person(s) indicated therein, by direct delivery with delivery approval form or by registered letter with return receipt or by fax.