

General Terms and Conditions of Hangcha Europe GmbH HE

Mariechen-Graulich-Straße 12a, 65439 Flörsheim am Main

I. Scope

These conditions apply to all sales and work contracts including advice and other contractual services by HE. The purchasing conditions of the customer, changes or deviations from these delivery conditions or side agreements are only binding for HE insofar as HE has confirmed them in writing.

II. Conclusion of the contract

The written order confirmation is decisive for the obligation of both parties and for the content of the order. If the customer has set a deadline for accepting an offer, a contract will only come into existence if it is accepted in due time. In the event that the customer does not accept the order on time or does not agree, the contract will only come into effect with the written, corresponding order confirmation. The customer is bound to orders for 4 weeks. The period begins on the day HE receives the order letter.

III. Delivery and services

The documents belonging to the offer such as images and drawings, weight and dimensions such as speeds, fuel consumption and operating costs are approximate values with a tolerance range and do not constitute a guarantee of quality.

The nature of the delivery items results from the contract. It is not guaranteed. Deviations must be made in writing. The customer must point out in writing any application or environmental conditions (e.g. special environmental and location requirements) that deviate from the standard conditions of the sales documents. In the absence of such a notice, the aforementioned standard conditions of HE are authoritative.

Costs, drawings and technical documents or other technical information may not be used without the consent of HE, except for the installation, commissioning, use and maintenance of the delivery item.

IV. Prices and Payments

1. Prices

Unless otherwise agreed, the prices for the delivery item are ex warehouse plus statutory sales tax, including loading in the warehouse, but without packaging. HE is entitled to increase the price up to the amount of the new sales price if the sales prices relevant for the customer change before delivery.

2. Due date

If no special agreements have been made, the price is to be paid immediately net without any deduction and upon acceptance of the goods. The costs of discounting and collection, in particular of bills of exchange and checks, are to be borne by the customer. If an agreed payment date is exceeded, the statutory interest due until default occurs and then the statutory default interest will be charged without the need for a reminder. In the event of default, HE is entitled to charge a reminder fee of ten euros for each reminder. The right to claim further damage caused by default remains reserved.

3. Default in Payment.

A right of retention of the customer due to contested and not legally established counterclaims as well as the offsetting thereof is excluded.

HE is entitled, if HE has to fear that it will not receive the purchase price from the customer on time or in full, to refuse the contractual obligation by raising the objection of uncertainty until the due consideration has been effected or security has been provided. If the

customer has not provided the consideration or provided security within a reasonable period communicated in writing, HE can withdraw from the contract.

HE is also entitled to withdraw from the contract after a reasonable period of time communicated in writing if the customer does not make the agreed down payment on time or seriously and definitively refuses to accept the ordered goods. In the event of withdrawal, HE is also entitled to demand compensation for damages including lost profit in the amount of at least 20% of the purchase price, unless the damage is demonstrably less.

4. Sales taxation

Sales tax is based on the applicable sales tax law. In the case of cross-border deliveries, HE will make use of the existing tax exemption options. In the case of cross-border deliveries within the EU, the customer undertakes to inform HE immediately of the corresponding sales tax identification number.

He participates in the additional evidence required to obtain a tax exemption under German or foreign sales tax law to the extent necessary. German or foreign sales tax to be paid by HE will be invoiced in addition to the net price and must be borne by the customer. If sales tax arises due to payments made prior to the delivery (service), the sales tax will be invoiced separately. The sales tax is due and payable together with the net price.

V. Delivery time

The delivery period begins with the dispatch of the order confirmation, but not before all documents to be procured by the customer have been received and all technical details have been clarified.

The delivery period is met if the delivery item is available for acceptance from the warehouse or readiness for dispatch has been notified by the time it expires. Compliance with the delivery deadline requires the customer to fulfill his contractual and cooperation obligations.

The delivery period is extended appropriately in the event of industrial action, in particular strikes and lockouts, as well as in the event of unforeseen obstacles.

(e.g. operational disruptions, official interventions, confiscation, energy supply difficulties, war, insurrection, embargo, requisition and natural disasters) that can be shown to have a significant influence on the completion of the delivery of the delivery item. This also applies if the circumstances arise with sub-suppliers. HE is also not responsible for the aforementioned circumstances if they arise during an already existing delay. In important cases, HE will notify the customer as soon as possible of the beginning and end of such hindrances. If the shipment is delayed at the request of the customer, the costs incurred by the storage will be charged to him, beginning one week after notification of readiness for shipment, in the case of storage in the warehouse at least 0.5% of the invoice amount for each commenced month, whereby the assertion of higher storage costs remains reserved. The customer is permitted to prove lower costs for the storage of the delivery items. However, HE is entitled to otherwise dispose of the delivery items after setting a reasonable deadline in writing and to deliver again to the customer after the delay has expired on the basis of the agreed delivery conditions and by agreeing a new delivery period.

VI. Transfer of risk

The delivery takes place from stock, either by acceptance or by dispatch. If the customer or an authorized representative of the customer does not accept the delivery on the specified delivery date, which must be declared to HE at least one week before this date, HE is deemed to be authorized to ship the delivery item at the customer's expense and risk. In the event of acceptance or dispatch, the risk is transferred to the purchaser if the delivery item has been handed over by HE to the purchaser or his agent or transport company or forwarding agent.

If the dispatch is delayed due to circumstances for which the customer is responsible, the risk is transferred to the customer on the day of notification of readiness for dispatch. The risk is also transferred to the customer when the goods are dispatched if partial deliveries are made or HE has taken on other services (e.g. dispatch, delivery, bringing in, installation, assembly or instruction). The dispatch takes place in principle for the account of the customer. The customer also bears the risk if he is in default of accepting the delivery items. Delivered items are, even if they have defects, by the customer without prejudice to the rights according to §VIII. to accept these terms of delivery, provided that these defects are not significant. In the absence of a special agreement, the delivery clause "ex works" applies.

VII. Retention of title

1. HE reserves title to the delivery items until all payments from the business relationship with the customer have been received. In the case of a payment agreement in the check / bill of exchange procedure, the reservation extends to the redemption of the bill of exchange accepted by HE by the purchaser and does not expire when the check received is credited to HE. The retention of title continues to exist even if the claims are included in a current invoice and the balance has been drawn and recognized.

2. The customer is obliged to treat the delivery items with care and to carry out any repair, maintenance and inspection work in good time at his own expense. HE is entitled to insure the reserved goods against theft, machine breakdown, water, fire and other damage, unless the customer can be shown to have taken out the insurance himself.

3. The customer may neither pledge the delivery items nor assign them as security.

4. The customer must notify HE immediately of any seizures, confiscations or other dispositions by third parties. The costs of eliminating such measures are borne by the customer.

5. The customer is entitled to resell the delivery items in the ordinary course of business under retention of title or to allow third parties to use them for a fee. He already now assigns all claims against his customers or third parties from the resale or transfer of use to HE in the amount of the gross invoice amount of the first sale of the reserved goods plus 20%, regardless of whether the delivery items are passed on without or after processing and without any further processing special declaration of assignment is required in individual cases. HE accepts this assignment. The customer remains authorized to collect this claim even after the assignment. HE's authority to collect the claim itself remains unaffected by this, but HE will not make use of this authority if the customer fulfills his payment obligations towards HE, is not in default of payment and, in particular, no application has been made to open insolvency proceedings against the customer or payment has been suspended.

As of the delay in payment, HE can demand that the amounts due to HE be paid into an escrow account named by HE. HE can also demand that the purchaser's debtors make payments to HE and that the purchaser for this purpose identifies the debtors of the assigned claim to HE and discloses the assignment to these debtors.

6. If the claim from the resale cannot be assigned in the aforementioned scope because the claim falls under a current account agreement between the customer and his customer, the balance from the current account relationship is deemed to be assigned after the netting, as far as the claim from the resale after the above provisions are assigned.

7. If the customer processes, combines, mixes or blends the reserved goods with other goods not belonging to HE, HE is entitled to co-ownership of the new item in the ratio of the value of the reserved goods to the other processed goods. The same applies to the new item as it does to the reserved goods. They are deemed to be reserved goods in the sense of these terms and conditions.

8. Security due to HE which exceeds the value of the claims to be secured by more than 20% shall revert to the purchaser. (release clause in rem)

9. In the event of breach of contract by the purchaser, in particular in the event of default in payment, HE is entitled to take back the goods after a written warning and the purchaser is obliged to surrender them, without the withdrawal automatically meaning withdrawal from the delivery contract. In this case the delivery period is suspended. HE reserves the right to supply the customer with renewed validity and continuation of the agreed delivery period after removal of the obstacle to performance or provision of a security.

10. If the right in whose area the delivery items are located does not permit the above security agreement, but allows HE to reserve other rights to the delivery item, HE can exercise all rights of this type.

11. The customer is obliged to cooperate in measures taken by HE to protect the right of ownership or to take another right to the delivery item in its place.

VIII. Liability for material defects, limitation of warranty.

1. Warranty period

HE provides a guarantee for material defects in the delivery items that exist at the time of the transfer of risk and for repairs carried out

for a period of 12 months, but no longer than 1800 operating hours. If the takeover or the dispatch is delayed through no fault of HE, the warranty expires no later than 12 months after the transfer of risk.

There is no separate warranty period for repairs and replacement deliveries within the scope of the warranty; the warranty period remains for the original delivery destination. However, the warranty period is extended by the duration of the business interruption caused by the repair or replacement delivery.

No guarantee is given for used items.

2. Obligation to examine

The assertion of material defect claims by the purchaser - with the exception of those arising from contracts for work and services - presupposes that the purchaser has properly complied with his obligation to examine and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB). Any material defects found must be reported to HE immediately in writing by the purchaser.

3. Scope of warranty

If the delivery item does not correspond to the agreed quality upon transfer of risk, the purchaser's claim for supplementary performance includes, at HE's option, the free replacement delivery or the free rework of those parts that are unusable or more than insignificantly impaired in their usability.

In order to carry out all remedial measures or replacement deliveries that appear necessary at reasonable discretion, the customer must always grant the necessary time and opportunity after consulting HE; otherwise HE is released from subsequent performance.

In the case of supplementary performance, HE bears all necessary and reasonable expenses, in particular transport, travel, labor and material costs. This does not apply to additional expenses that have arisen because the delivery items are brought to a location other than the contractual place of performance. The rework is carried out at HE's option in its own workshop or at the end customer's. If the repair does not take place in HE's own workshop at the request of the customer, the costs for the dispatch of specialist personnel are at the customer's expense. Replaced parts become the property of HE.

4. Ancillary commitment

If, through the fault of HE, the delivered item cannot be used in accordance with the contract by the customer as a result of neglected or faulty advice given before or after the conclusion of the contract and as a result of the breach of other contractual secondary obligations - in particular instructions for the operation and maintenance of the delivery item - further claims by the customer shall apply to the exclusion of further claims VIII and IX of these delivery conditions.

5. Limitations of Liability

No guarantee is given for material defects caused by

- violence
- Improper use
- The use of oils and operating fluids with unsuitable specifications

have been caused. HE does not accept any liability for wear parts or for damage caused by natural wear and tear.

IX. Right of the customer to withdraw from the contract or to reduce the price and other liability.

1. Obstacles to performance

The customer can withdraw from the contract if HE is finally unable to perform the entire service before the transfer of risk. If HE is obviously only temporarily prevented from performing, the customer is only entitled to withdraw from the contract if HE does not deliver within a reasonable period of time after the obstacle to performance has ceased to exist.

2. Partial delivery

The customer can also withdraw from the contract if, when ordering similar delivery items, the execution of part of the delivery becomes impossible and he has a legitimate interest in rejecting a partial delivery. If this is not the case, the customer can reduce the consideration accordingly. When determining the reduction in value, Section 441 (3) of the German Civil Code (BGB) must be observed, with the purchaser's interest in use being decisive for the reduction in value.

If the impossibility occurs during the delay in acceptance or through the fault of the customer, the customer remains obliged to provide consideration.

3. Failed supplementary performance

The customer also has the right to withdraw from the contract,

- If HE allows a reasonable period in writing for supplementary performance due to a defect within the meaning of the delivery conditions to elapse without result. The deadline for subsequent performance is to be set in such a way that it takes into account any order and delivery deadlines for necessary spare parts for the implementation of the subsequent improvement or
- If the supplementary performance has finally failed, whereby at least two attempts are to be allowed.
- In the aforementioned cases, the customer can, at his option, request a corresponding reduction in the purchase price instead of withdrawing from the contract.

4. Reduction

If, after completion of the supplementary performance, there are still defects that are not significant, which can be assumed to be rebuttable, if the delivery items are still suitable for the appropriate use, the right of withdrawal of the customer is excluded. In this case, the customer has the right to reduce the price. For the determination of the decrease in value, §441 BGB applies, whereby the interest in use of the customer is decisive for the decrease in value.

5. Disclaimer of Liability

All further claims of the customer - for whatever legal reasons - as well as compensation for damage of any kind, including damage that did not occur on the delivery item itself (e.g. loss of use and production, lost profit or other consequential damage), are excluded. This exclusion of liability does not apply in the event of intent or gross negligence on the part of HE or in the event of culpable breach of essential contractual obligations. In the event of culpable breach of essential contractual obligations, HE shall only be liable for typical, reasonably foreseeable damage, except in cases of willful intent and gross negligence.

X. Applicable Law

German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

XI. Place of jurisdiction and place of performance

For all disputes arising from the contractual relationship, also for bill of exchange and check processes, for proceedings due to the issuance of an arrest or injunction, which is the responsibility of the civil courts in Flörsheim.

The place of performance for the services to be provided by both parties is Flörsheim.

§ 1. General Provisions – Scope of Application

1. These Terms and Conditions of Lease form an integral and inseparable part of all lease agreements concluded, unless expressly agreed otherwise in the respective lease agreement. Any terms and conditions provided by the Lessee which deviate from, contradict or supplement these Terms and Conditions of Lease shall not become part of the agreement, even if the Lessor does not expressly object to such terms.
2. Should individual provisions of these Terms and Conditions of Lease be or become invalid, the validity of the remaining provisions shall remain unaffected. In the event that deviations from or supplements to these Terms are invalid, the invalid provision shall, pursuant to Section 139 of the German Civil Code (BGB), be replaced by a valid provision which comes closest to achieving the economic purpose originally intended by the invalid provision.
3. Any agreements deviating from or supplementing these Terms must be made in writing. There are no oral ancillary agreements to the lease agreement or to these Terms. Amendments to or supplements of these Terms must also be made in writing. The requirement of written form itself may only be waived in writing.
4. All lease offers made by the Lessor are non-binding.
5. The lease agreement and these Terms and Conditions of Lease apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law.

§ 2. Conclusion of the Contract

1. The Lessor's offers are generally non-binding and without obligation, unless expressly stated otherwise by us.
2. The Lessee's contractual declaration (e.g. an order) shall be irrevocable for a period of fourteen (14) days from its submission. We shall be entitled to accept the Lessee's offer within this period or thereafter. The contract shall be concluded upon our written acceptance (e.g. order confirmation). The requirement of written form for the conclusion of the contract shall not apply to amendments or supplements agreed after the contract has been concluded. The contract may also be concluded by our unconditional delivery of the leased object or by issuing an invoice in whole or in part without reservation.
3. If our declaration of acceptance (e.g. order confirmation) is received by the Lessee with delay, the Lessee shall notify us thereof without undue delay.
4. Our silence shall not constitute acceptance of a contract.
5. The Lessee shall provide truthful and accurate information in its contractual declaration. Any changes to the contractual data (such as name, address, e-mail address or telephone number) shall be notified to us by the Lessee in writing without undue delay.

§ 3. Leased Objects, Use, Structural Modifications

1. The subject of the lease shall be the equipment described in the lease agreement. The specifications and composition of the leased object shall be exclusively governed by the written lease agreement. Brochures, catalogues, websites, advertising materials, illustrations and similar information shall not be deemed binding unless expressly confirmed by us in writing. Where several items of equipment are leased, each item shall constitute an independent lease agreement. The termination of the lease relationship for one individual item shall not affect the lease relationships relating to other items. The condition and quality of the leased object shall be as agreed in the contract.
2. The Lessee shall be entitled to use the leased object solely within the scope agreed in the lease agreement. The permitted scope of use shall be measured by the annual operating hours. Operating hours shall be determined exclusively on the basis of the hour meter installed on the equipment. In the event of a malfunction of the hour meter, the Lessee shall notify the Lessor immediately. Further provisions shall be governed by Section 7.3.
3. During the term of the lease, the Lessee shall not carry out any

§ 4. Granting of Use and Place of Use

1. The Lessor shall not be liable for delays in delivery unless such delays are caused by the Lessor's intent or gross negligence.
2. The leased object may be used exclusively at the place of use specified in advance. Any change of the place of use shall require the Lessor's prior written consent, which must be obtained before the leased object is relocated.

§ 5. Ownership

1. Ownership of the leased object shall remain with the Lessor at all times.
2. Any replaced or installed parts shall become an integral part of the leased object, and ownership thereof shall vest in the Lessor.

§ 6. Commencement of Lease, Lease Term, Delivery and Return of the Leased Object

1. The lease term (stated in months) shall be as specified in the lease agreement. If delivery of the leased object is delayed for reasons attributable to the Lessor, the lease term shall commence on the date of actual delivery. In such case, the Lessor shall not be liable for any losses incurred by the Lessee as a result of the delayed delivery. Upon expiry of the lease term, the lease agreement shall automatically be extended for an indefinite period unless either party objects at least one (1) month prior to the expiry date. An indefinite lease may be terminated by either party upon one (1) month's prior notice in writing. Upon termination of the lease, the Lessee shall be obliged to make the leased object available for collection by the Lessor.
2. Where the lease agreement covers several leased objects, the Lessor shall be entitled to effect partial deliveries, provided that such partial deliveries are reasonable for the Lessee. The Lessor shall likewise be entitled to deliver the leased objects prior to the agreed delivery date.
3. The Lessee shall not be entitled to refuse acceptance or to delay acceptance of the leased object. Any additional costs arising therefrom, including but not limited to transportation, packaging and storage costs, shall be borne by the Lessee.
4. In the event of damage to the leased object occurring after delivery, the Lessor shall not be obliged to provide an equivalent replacement, unless expressly agreed otherwise.
5. The Lessee shall return the leased object in full upon termination of the lease, excluding normal wear and tear resulting from use in accordance with the contract. If the Lessee fails to fulfil its obligation to return the leased object, the Lessee shall be liable to pay compensation to the Lessor. In addition, the Lessor shall be entitled to claim compensation for the period of retention based on the locally customary rental rate.
6. Upon expiry of the lease term or termination of the lease agreement, the Lessee shall immediately return the leased object to the Lessor at the Lessee's own expense and risk. The Lessee shall bear all costs of dismantling and return transport.

§ 7. Rent and Billing

1. Unless otherwise agreed, all prices are exclusive of statutory value-added tax (VAT).
2. The monthly rent payable by the Lessee shall be as specified in the lease agreement.
3. Additional Use: The actual annual usage shall be verified. If the annual operating hours of the leased object exceed the agreed scope of use, the Lessor shall be entitled to charge additional usage fees retrospectively. The chargeable value of the additional operating hours shall be calculated in proportion to the fixed rent and the agreed scope of use. As a general rule, each additional operating hour in excess of the agreed scope shall be charged at a rate of 0.5% of the monthly rent.
4. The rent is calculated on the basis of the usage factors specified in the lease agreement, including but not limited to the place of use, routes, ground conditions, corrosive environments and surrounding conditions. The leased object shall be used exclusively in

accordance with the performance specifications defined in the technical documentation. Any changes to the usage factors shall be notified to the Lessor by the Lessee in writing within five (5) working days. The Lessor shall be entitled to adjust the rent in accordance with the changed usage conditions and reserves the right to assert further claims.

§ 8. Operating Costs

During the lease term, the Lessee shall bear all operating costs of the leased object, including but not limited to: fuel (diesel, gas or electricity), lubricants, battery water, and all costs related to the charging of batteries.

§ 9. Operation, Maintenance and Servicing, Operating Risks

1. The Lessee shall use the leased object properly and with due care. The leased object shall not be overloaded or used for purposes other than its intended use. The Lessee shall comply with the operating manual and all applicable statutory safety regulations and, in particular, shall not exceed the rated load.
2. The Lessee shall ensure that the leased object is used correctly under the operating conditions defined in the performance specifications and shall take all necessary measures to protect the leased object against external damage. The Lessee shall ensure that all operators receive appropriate operational training and that they comply with the requirements of the German Driving Licence Ordinance (Fahrerlaubnis-Verordnung).
3. The Lessee shall be obliged to clean the leased object regularly.
4. Maintenance and repairs of the leased object shall be carried out exclusively by the Lessor or by service partners authorised by the Lessor.
5. For the purpose of maintenance or repair, the Lessee shall ensure that the Lessor's personnel have access to the leased object during normal business hours.
6. At the Lessor's request, the Lessee shall perform daily visual and functional inspections of the leased object. The Lessee shall ensure proper charging of the batteries and correct replenishment of battery water. If damage to the leased object is caused by intentional or negligent acts or omissions of the Lessee, its employees or its agents (including improper operation or inadequate maintenance), the Lessee shall be liable for damages. Where there are reasonable indications that the damage was caused by the Lessee, its employees or agents, the Lessee shall cooperate in clarifying the circumstances and shall bear responsibility within the scope of its fault. Any damage shall be notified by the Lessee to the Lessor in writing within five (5) working days. If the Lessee breaches its notification obligation, the Lessee shall compensate the Lessor for any losses resulting therefrom.
7. From the date of delivery of the leased object, the Lessee shall be deemed the keeper and operator of the vehicle and shall bear the legal responsibilities arising therefrom. The Lessee shall, at its own expense, comply with all applicable laws, regulations and administrative requirements (in particular driving licence regulations, road traffic regulations and tax regulations) and shall indemnify the Lessor against any related third-party claims.
8. Forklifts or other industrial trucks shall not be operated in public traffic areas without the required road approval and insurance coverage. In particular, such equipment may not be used on public roads unless it has been lawfully modified and duly insured.

§ 10. Defects of the Leased Object and Handling of Damage

1. The Lessee shall be responsible for the repair of any damage or defects resulting from improper use, incorrect operation or breach of contractual obligations, as well as for contractually agreed consumable parts; normal wear and tear resulting from use in accordance with the contract shall be excluded, provided that the damage or defect was not caused by external circumstances beyond the Lessee's control, did not exist at the time of delivery, and was not caused by the Lessor.
2. The Lessee shall notify the Lessor immediately in writing of any damage or defect of the leased object.
3. If the Lessee is not obliged to carry out the repair, the Lessor shall remedy the defect within a reasonable period of time.

4. The Lessor may, at its discretion, refrain from repairing the leased object and instead provide a replacement device of equivalent performance.
5. The Lessor shall not be liable for defects caused by insufficient ground conditions, abnormal external conditions, or by the Lessee's breach of its obligations under Section 9.
6. As a rule, the Lessor does not provide any guarantees regarding performance or durability of the leased object. Any descriptions, advertising statements or representations shall not constitute a guarantee.
7. If the Lessor has expressly granted a guarantee in individual cases, the Lessor shall be liable only for losses within the scope of such guarantee.

§ 11. Service Packages

1. **Basic Service Package – Inspection and Maintenance**
The Lessor shall carry out maintenance of the equipment in accordance with the maintenance intervals specified by the manufacturer and shall perform the annual inspection in accordance with FEM 4.004 (the first inspection at the time of delivery is free of charge; subsequent annual inspections shall be conducted at the Lessee's expense). If repairs are required, such repairs shall be carried out by the Lessor; however, the related costs shall be borne by the Lessee. These costs include, in particular, spare parts required for the repair, consumables and lubricants, labour costs, and travel expenses. If the equipment is new (year of manufacture equals year of delivery), the warranty period shall apply in accordance with the provisions set out in the lease agreement, excluding repairs necessitated by wilful damage or normal wear and tear.
2. **Unauthorised Repairs Not Permitted**
If the Lessee or any third party carries out repairs without the prior written authorisation of Hangcha, any warranty claims arising in connection with such unauthorised repairs shall be excluded.

§ 12. Maintenance

1. For maintenance purposes, the Lessee shall, from the commencement of the contract, ensure that maintenance is carried out once every three (3) months. Maintenance appointments shall be coordinated with customer service and performed during normal business hours. If repairs are required due to normal wear and tear, such repairs shall be carried out without delay. During the repair period, the Lessee shall have no entitlement to a replacement device unless the downtime is attributable to the Lessor.
2. If maintenance or repairs are required as a result of wilful damage, incorrect operation or circumstances for which the Lessee is responsible, the related costs shall be borne by the Lessee, and the obligation to pay rent shall remain unaffected.

§ 13. Machinery Breakdown Insurance

1. The Lessee shall insure the leased equipment against theft, fire, water damage and machinery breakdown. Insurance coverage shall commence upon delivery of the equipment and remain in force for the entire term of the contract. The Lessee shall assign the insurance rights to the Lessor, and the Lessor hereby accepts such assignment.
2. The Lessor shall be entitled at any time to request evidence of the insurance coverage. If the Lessee has failed to take out the required insurance, the Lessee shall compensate the Lessor for any losses resulting therefrom. If the Lessee breaches the requirements of Section 13(1), in particular if no insurance exists or if the Lessor cannot be designated as the loss payee of the insurance rights, the Lessor shall be entitled, to the extent permitted by law, to immediately demand payment of all outstanding rent not yet due as compensation for the loss of the leased object, capped at the amount of the actual loss incurred.

§ 14. Transfer for Third-Party Use, Seizure and Insolvency Proceedings

1. The Lessee shall not transfer the leased equipment for use by any third party without the Lessor's prior written consent. This shall not apply to employees engaged under temporary employment

contracts. In the event of any unauthorised transfer, Hangcha shall be entitled to assert its rights and claims.

2. If enforcement measures are taken by creditors against the Lessee (e.g. seizure of the equipment), the Lessee shall notify the Lessor thereof immediately in writing and shall bear the costs of lifting such measures, unless recovery from third parties is possible.
3. If insolvency proceedings are filed against the Lessee, any of its subsidiaries, or any customer in possession of the equipment, the Lessee shall notify the Lessor immediately.

§ 15. Liability of the Lessor, Indemnification and Limitation Periods

1. The Lessor shall be liable without limitation in cases of wilful misconduct, intent or gross negligence, in the event of expressly granted guarantees, in the case of injury to life, body or health, in the event of a breach of material contractual obligations (cardinal obligations), in which case liability shall be limited to the foreseeable damage typical for the contract at the time of its conclusion, as well as under the German Product Liability Act (Produkthaftungsgesetz).
2. In all other cases, the Lessor shall not be liable, including but not limited to defects existing at the time of conclusion of the contract, loss of profit, business interruption losses, loss of production capacity or loss of use, and any indirect or consequential damages.
3. The above liability provisions shall also apply to the Lessor's employees, legal representatives and vicarious agents.
4. Any reduction of rent (e.g. during repair periods) is excluded. This shall not affect the Lessee's statutory rights to restitution or damages. The Lessor may require the Lessee to accept a replacement device.
5. Claims of the Lessor for damages due to alteration or deterioration of the leased object shall be time-barred twelve (12) months after return of the equipment. Claims of the Lessee for reimbursement of expenses or for removal of the equipment shall be time-barred twelve (12) months after termination of the contract.

§ 16. Payment, Set-Off, Assignment of Claims, Invoicing

1. Payments shall be due within thirty (30) days from the invoice date.
2. Payments shall be made in accordance with the conditions set out in the order confirmation. The date on which the funds are at the Lessor's free disposal shall be deemed the date of payment.
3. Where counterclaims are disputed by the Lessor or have not been finally confirmed by a court of law, the Lessee shall not be entitled to assert any right of refusal to perform pursuant to Sections 273 and 320 of the German Civil Code (BGB) or any commercial right of retention pursuant to Section 369 of the German Commercial Code (HGB).
4. Set-off shall be excluded unless the counterclaim is undisputed by the Lessor or has been finally established by a court of law.
5. The Lessee's claims may be assigned only with the Lessor's prior written consent.
6. The Lessor shall be entitled to assign all or part of its rights and obligations under this agreement within its group of companies without the Lessee's consent.

7. Any objections to invoices shall be raised in writing within fourteen (14) days of receipt of the invoice.

§ 17. Termination of the Contract

1. Lease agreements concluded for a fixed term may not be terminated prematurely by either party as a rule.
2. The Lessee may terminate the contract prematurely only if termination is required for operational reasons (e.g. changes in equipment requirements), at least fifty percent (50%) of the contractually agreed lease term has been completed, but in any event not less than twenty-four (24) months, and the Lessee concludes a new lease agreement for equipment with the Lessor. Any costs resulting from the premature termination may be incorporated into the new lease agreement or settled separately. In the event of premature termination, the Lessee shall compensate the Lessor for the losses incurred as a result thereof. The parties agree that such losses may generally be estimated at forty percent (40%) of the remaining rent plus the costs of return transport and dismantling. The Lessee shall be entitled to prove that the Lessor's actual loss is lower, and the Lessor shall be entitled to prove that the loss is higher.
3. The Lessee's statutory right to extraordinary termination for good cause shall remain unaffected; all other cases shall be governed by Section 15. If extraordinary termination by the Lessor is caused by circumstances attributable to the Lessee, the Lessee shall compensate the Lessor for the resulting loss of rent.
4. The Lessor shall be entitled to terminate the contract with immediate effect, in particular if enforcement measures are taken against the Lessee's assets, insolvency proceedings are filed against the Lessee, the Lessee is in arrears with rent payments for two (2) months or the accumulated arrears amount to two (2) months' rent, the Lessee's financial situation deteriorates to such an extent that the Lessor's interests are endangered, the Lessee transfers the equipment for use by third parties without authorisation, the Lessee neglects its maintenance obligations resulting in a serious risk of damage to the equipment, continuation of the contract can no longer reasonably be expected by the Lessor taking all circumstances into account, or the Lessee changes the intended use of the equipment or relocates the equipment without authorisation. Unless otherwise provided by mandatory law, termination shall generally require prior notice granting a reasonable period for remedy or a warning prior to termination.

§ 18. Jurisdiction and Governing Law

1. If the Lessee is a merchant, a legal entity under public law, a special fund under public law, or has no general place of jurisdiction in Germany, the place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be Wiesbaden. The Lessor shall furthermore be entitled to bring legal action at the Lessee's general place of jurisdiction. Mandatory provisions on exclusive jurisdiction shall remain unaffected.
2. This lease agreement and these Terms and Conditions of Lease shall be governed by the laws of the Federal Republic of Germany.



HANGCHA

Hangcha Europe GmbH

Allgemeine Geschäftsbedingungen für die Lieferung von Gebrauchtgernäten

(Hangcha Europe GmbH, nachfolgend „Hangcha“ genannt)
Stand: Februar 2026

§1. Anwendungsbereich

1. Diese Allgemeinen Geschäftsbedingungen für die Lieferung von Gebrauchtgernäten gelten für alle Lieferungen von Gebrauchtgernäten durch Hangcha an Unternehmer (§ 14 BGB), juristische Personen des öffentlichen Rechts und öffentlich-rechtliche Sondervermögen. Sie finden Anwendung auf sämtliche von Hangcha abgegebenen Angebote, Kaufverträge und Lieferverträge, einschließlich aller mit der Lieferung von Gebrauchtgernäten unmittelbar zusammenhängenden Nebenleistungen, insoweit, als sie ihrem Regelungszweck nach für solche Nebenleistungen einschlägig sind. Diese Bedingungen gelten ausschließlich. Etwaigen Einkaufsbedingungen des Kunden wird hiermit widersprochen; solche Einkaufsbedingungen sowie etwaige Änderungen, Abweichungen oder Ergänzungen dieser Lieferbedingungen werden nur dann Vertragsbestandteil, wenn Hangcha ihnen ausdrücklich und schriftlich zugestimmt hat.
2. „Gebrauchtgernäte“ im Sinne dieser Allgemeinen Geschäftsbedingungen sind sämtliche gebrauchten Produkte des Hangcha-Konzerns, einschließlich solcher von mit Hangcha verbundenen Unternehmen. Hierzu zählen insbesondere – jedoch nicht abschließend – gebrauchte Gabelstapler, Lagerfahrzeuge, Plattformwagen sowie sonstige Flurförder- oder Transportgeräten. Ein Produkt gilt als gebraucht, wenn es bereits zuvor in Gebrauch stand – etwa als Vorführ-, Miet- oder Rücklaufgeräten – oder wenn es anderweitig einer vorherigen Nutzung unterlag.
3. Im Rahmen einer laufenden Geschäftsbeziehung gelten diese Allgemeinen Geschäftsbedingungen, sofern nicht ausdrücklich etwas anderes vereinbart ist und jeweils insoweit, als sie ihrem Regelungszweck nach einschlägig sind, auch für alle zukünftigen Geschäfte zwischen Hangcha und dem Kunden im Zusammenhang mit Gebrauchtgernäten, insbesondere auch für alle Folgevereinbarungen, die sich aus einem bestehenden Vertragsverhältnis ergeben, insbesondere für Vereinbarungen, die unmittelbar mit der Lieferung von Gebrauchtgernäten zusammenhängen, wie z. B. Wartungs- oder Reparaturvereinbarungen. Änderungen dieser Allgemeinen Geschäftsbedingungen werden nur Bestandteil künftiger Verträge, sofern Hangcha hierauf hinweist und der Kunde eine zumutbare Kenntnisnahmemöglichkeit erhält.

§2. Angebote und Vertragsschluss

1. Angebote, Darstellungen, Preisangaben oder sonstige Aussagen von Hangcha über den die Gebrauchtgernäten sind – unabhängig davon, in welcher Form diese veröffentlicht werden oder abrufbar sind (bspw. online) – grundsätzlich freibleibend und unverbindlich und stellen kein Angebot im Sinne von § 145 BGB dar, sofern nicht ausdrücklich etwas anderes erklärt wird.
2. Der Vertragsprozess wird durch eine Anfrage des Kunden (z.B. telefonisch, per E-Mail oder über das auf der Hangcha-Internetseite abrufbare Online-Formular) initiiert. Hangcha wird dem Kunden im Anschluss eine Auftragsbestätigung zukommen lassen. Der Vertrag kommt mit dem Inhalt der von Hangcha übermittelten Auftragsbestätigung zustande, wenn diese durch den Kunden unterzeichnet an Hangcha zurückgesandt wird (per E-Mail ausreichend), der Kunde den ihm angebotenen Kaufgegenstand entgegennimmt, er den Kaufpreis oder eine Anzahlung auf den Kaufgegenstand leistet oder der Kunde in sonstiger Weise die vorbehaltlose Annahme des Angebots erklärt.
3. Setzt Hangcha für die Annahme eines Angebots eine Annahmefrist fest, kommt der Kaufvertrag nur zustande, wenn der Kunde das Angebot innerhalb dieser Frist annimmt. Nimmt der Kunde das Angebot nicht innerhalb der Frist an oder weicht die Annahme vom Angebot ab, stellt dies ein neues Angebot des Kunden dar, und der Kaufvertrag kommt erst zustande, sobald Hangcha die Annahme dieses Angebots zumindest in Textform erklärt oder der

Kaufgegenstand dem Kunden von Hangcha oder einem beauftragten Frachtführer übergeben wird.

4. Hangcha behält sich das Recht vor, die Gebrauchtgernäten vor Zustandekommen des Vertrages anderweitig zu veräußern.
5. Der Kunde ist verpflichtet, bei der Bestellung wahrheitsgemäße und vollständige Angaben zu machen. Änderungen der Kundendaten, insbesondere des Namens, der Anschrift, der E-Mail-Adresse oder der Telefonnummer, sind Hangcha unverzüglich per E-Mail oder in sonstiger Textform mitzuteilen. Für Risiken und Schäden, die daraus entstehen, dass Auftragsbestätigungen oder Bestellinformationen infolge nicht rechtzeitig aktualisierter oder fehlerhafter bzw. unvollständiger Kontaktdaten nicht zugestellt, nicht eindeutig zugeordnet oder fehlerhaft übermittelt werden oder werden können, steht der Kunde ein.
6. Verletzt der Kunde in erheblicher Weise die vorstehenden Mitteilungspflichten oder hat er von Anfang an wesentlich unzutreffende Angaben gemacht, ist Hangcha auch nach Vertragsschluss berechtigt, vom Vertrag zurückzutreten. Der Rücktritt kann wirksam per E-Mail oder in sonstiger Textform erklärt werden. Anfechtungsrechte (in etwa wegen arglistiger Täuschung) und weitergehende Schadensersatzansprüche von Hangcha bleiben unberührt.

§3. Lieferung und Leistungen

1. Angaben in Unterlagen und sonstiger Kommunikation zu Angeboten (z.B. Abbildungen, Zeichnungen sowie Angaben zu Gewicht, Abmessungen, Geschwindigkeit, Energie-/Kraftstoffverbrauch, Betriebskosten und sonstigen technischen Daten) stellen branchenübliche Näherungswerte dar und begründen keinerlei Beschaffenheits-/Verwendungszweckvereinbarungen, Beschaffenheits-, oder Haltbarkeitsgarantien.
2. Hangcha ist bis zum Vertragsschluss berechtigt, die vorgenannten Unterlagen und Daten zu aktualisieren sowie die angebotenen Gebrauchtgernäten selbst oder durch Dritte jederzeit (i) durch technisch vergleichbare Geräten zu ersetzen oder (ii) zu ändern oder weiterzuentwickeln, insbesondere hinsichtlich Farbabweichungen oder der Farbgestaltung, sofern der Kunde hierdurch nicht unzumutbar benachteiligt und ein etwaiger vertraglich vorausgesetzter Gebrauch der Gebrauchtgernäten nicht beeinträchtigt wird.
3. Nach dem Vertragsschluss darf Hangcha ohne Zustimmung des Kunden Änderungen, die über unerhebliche, zumutbare Abweichungen (z. B. Farbnuancen) hinausgehen, am Liefergegenstand nur vornehmen, wenn dies im wohlverstandenen Interesse von Hangcha unter angemessener Berücksichtigung der Interessen des Kunden geboten ist; dasselbe gilt für die Lieferung von Ersatzgeräten, wobei Hangcha (i) zur Lieferung eines mindestens gleichwertigen Gebrauchtgernäts, das mindestens einer etwaigen vereinbarten Beschaffenheit entspricht und den vertraglich vorausgesetzten Gebrauch vollständig gewährleistet, verpflichtet bleibt und (ii) sämtliche Mehrkosten trägt. Liefert Hangcha ein Ersatzgeräten, wird Hangcha den Kunden hierauf in Textform hinweisen.
4. Maßgeblich für die vereinbarte Beschaffenheit und Leistung des Liefergegenstandes ist ausschließlich die von Hangcha erteilte Auftragsbestätigung. Abweichungen von der vereinbarten Beschaffenheit oder Leistung bedürfen – sofern sie nicht bereits nach Ziffern 3.2 bzw. 3.3 zulässig sind – einer vorherigen Einigung der Vertragsparteien zumindest in Textform.
5. Hangcha behält sich sämtliche Urheberrechte und sonstigen gewerblichen Schutzrechte an allen Zeichnungen, Berechnungen, Spezifikationen, Preisgestaltungen, Produktbeschreibungen und sonstigen einschlägigen Unterlagen („Geschützte Unterlagen“) vor. Existenz und Inhalt der Geschützten Unterlagen sind vertraulich zu behandeln und dürfen ohne vorherige schriftliche Zustimmung von Hangcha nicht anderweitig verwendet werden, insbesondere nicht vervielfältigt oder Dritten zugänglich gemacht werden, die Weitergabe an Berater, Finanzierer oder Servicepartner des Kunden ist zulässig, soweit diese zur vertraulichen Behandlung verpflichtet werden oder Berufsverschwiegenheitspflichten unterliegen.

6. Die Geheimhaltungspflicht nach Ziffer 3.5 erstreckt sich nicht auf Informationen oder Geschützte Unterlagen, die (i) öffentlich bekannt sind oder später (ohne Verletzung der Verschwiegenheitspflichten aus diesen Allgemeinen Geschäftsbedingungen) öffentlich werden, (ii) dem Kunden bereits vor Offenlegung rechtmäßig bekannte Informationen, (iii) selbstständig vom Kunden entwickelte Informationen ohne Bezug zu den Geschützten Unterlagen und den darin enthaltenen vertraulichen Informationen und (iv) Informationen, die der Kunde rechtmäßig von Dritten erhalten hat. Ebenso erlaubt ist die Offenlegung aufgrund gesetzlicher Pflicht oder behördlicher/gerichtlicher Anordnung; in diesem Fall wird der Kunde, soweit gesetzlich zulässig, die Art, Zeitpunkt und Umfang der Offenlegung mit Hangcha abstimmen.
7. Auf Verlangen von Hangcha hat der Kunde die Geschützten Unterlagen unverzüglich an Hangcha zurückzugeben. Sämtliche Unterlagen (einschließlich Geschützte Unterlagen), die dem Kunden zusammen mit den Gebrauchtgeräten als Begleitdokumentation übergeben werden, gehen erst mit vollständiger Zahlung des Kaufpreises in das Eigentum des Kunden über; im Übrigen verbleibt das Eigentum an sämtlichen (Geschützten) Unterlagen bei Hangcha.

§4. Preise, Zahlungsbedingungen und Umsatzsteuer

1. Preise
Sofern nichts anderes vereinbart ist, gelten die Preise für Gebrauchtgeräte ab Lager des jeweiligen Hangcha-Lagerstandortes und zuzüglich der am Tag der Leistung geltenden gesetzlichen Umsatzsteuer. Sofern nicht anders vereinbart, beinhalten die Preise die Verladung am Lagerort, jedoch nicht Transport-, Verpackungs-, Versicherungs-, Zoll- oder sonstige Nebenkosten; diese werden dem Kunden von Hangcha gesondert in Rechnung gestellt. Eine Rücknahme der Verpackung erfolgt nur bei ausdrücklicher besonderer Vereinbarung; besondere gesetzliche Rücknahmeverpflichtungen bleiben hiervon unberührt. Abweichende Vereinbarungen im Sinne dieser Ziffer 4.1 bedürfen in jedem Fall mindestens der Textform.
2. Fälligkeit der Zahlung
Sofern nichts anderes vereinbart ist, ist der Kaufpreis sofort nach Vertragsschluss ohne Abzug fällig. Ein Skonto wird nicht gewährt. Einziehungs- und Inkassokosten (insbesondere Wechsel- und Scheckkosten) trägt der Kunde. Nach Ablauf einer vereinbarten Zahlungsfrist bzw. nach Ablauf eines kalendermäßig bestimmten oder bestimmbaren Fälligkeitstermins kommt der Kunde ohne Mahnung in Verzug. Ab dem Verzug fallen Verzugszinsen in gesetzlicher Höhe (§ 288 Abs. 2 BGB) an. Ab Verzug ist Hangcha zudem berechtigt, die gesetzliche Verzugs pauschale (§ 288 Abs. 5 BGB) sowie darüber hinausgehende, angemessene Einziehungs-, Mahn-, Rechtsverfolgungs- und Inkassokosten (insbesondere Wechsel- und Scheckkosten) zu verlangen. Die Geltendmachung eines weitergehenden Verzugschadens bleibt vorbehalten.
3. Aufrechnung, Unsicherheitseinrede
Der Kunde ist nicht berechtigt, wegen streitiger oder nicht rechtskräftig festgestellter Gegenansprüche ein Zurückbehaltungsrecht auszuüben oder mit solchen Gegenansprüchen aufzurechnen. Hat Hangcha begründete Zweifel an der Zahlungsfähigkeit oder Zahlungswilligkeit des Kunden, ist Hangcha berechtigt, ihre Leistung aufgrund der Einrede der Unsicherheit (§ 321 BGB) zu verweigern, bis der Kunde seine Zahlungsverpflichtungen erfüllt oder eine angemessene Sicherheit leistet. Erfüllt der Kunde seine Zahlungsverpflichtungen oder die Sicherheitsleistung nicht innerhalb einer von Hangcha mindestens in Textform gesetzten angemessenen Frist, ist Hangcha berechtigt, vom Vertrag zurückzutreten.
4. Zahlungsausfall, Annahmeverzug
Erfüllt der Kunde seine Zahlungsverpflichtungen nicht fristgerecht, ist Hangcha nach mindestens in Textform erteilter Mahnung und Setzung einer angemessenen Frist zum Rücktritt (ganz oder teilweise) vom Vertrag berechtigt. Gibt der Kunde durch ausdrückliche Erklärung oder durch schlüssiges Verhalten zu erkennen, dass er die bestellten Gebrauchtgeräte nicht mehr abnehmen bzw. bezahlen wird, ist Hangcha ebenso zum Rücktritt

(ganz oder teilweise) berechtigt; einer Mahnung oder Fristsetzung bedarf es in diesem Fall nicht.

5. Rücktrittsfolgen
Im Falle des Rücktritts nach den vorstehenden Ziffern 4.3 und 4.4 ist Hangcha berechtigt, einen pauschalierten Schadensersatz in Höhe von 15% des Nettokaufpreises der vom Rücktritt betroffenen Gebrauchtgeräte zu verlangen. Dem Kunden bleibt der Nachweis vorbehalten, dass der tatsächliche Schaden von Hangcha geringer ist. Über den pauschalierten Schadensersatzanspruch hinaus ist Hangcha berechtigt, seinerseits einen höheren tatsächlichen Schaden nachzuweisen und Ersatz dieses entstandenen Schadens zu verlangen, einschließlich, aber nicht beschränkt auf, bereits entstandene Aufwendungen sowie entgangenen Gewinn.
6. Umsatzsteuer
Die Umsatzsteuer richtet sich nach den jeweils anwendbaren steuerrechtlichen Vorschriften. Bei grenzüberschreitenden Lieferungen wird Hangcha – bei Vorliegen der hierfür nötigen Voraussetzungen inkl. Nachweise – und soweit sich für Hangcha hieraus nicht unzumutbare Nachteile ergeben – die jeweils geltenden Steuerbefreiungen in Anspruch nehmen. Der Kunde ist verpflichtet, hierbei nach Kräften mitzuwirken und, soweit möglich, die hierfür erforderlichen Angaben und Nachweise unverzüglich bereitzustellen. Bei innergemeinschaftlichen Lieferungen hat der Kunde Hangcha unverzüglich seine gültige Umsatzsteuer-Identifikationsnummer mitzuteilen (Ziffern 2.2.2 und 2.2.3 gelten entsprechend). Ist Hangcha verpflichtet, deutsche oder ausländische Umsatzsteuer zu entrichten, wird diese dem Kunden gesondert in Rechnung gestellt und ist von diesem zu tragen. Umsatzsteuer, die aufgrund von Zahlungen vor Lieferung entsteht, wird gesondert in Rechnung gestellt und ist zusammen mit dem Nettobetrag fällig.

§5. Lieferung, Lieferfrist und Lieferzeit

1. Lieferfristen/-termine sind – sofern nicht ausdrücklich abweichend vereinbart – unverbindliche Richttermine. Die Lieferfrist beginnt mit der Erteilung der Auftragsbestätigung durch Hangcha, vorausgesetzt, dass der Kunde sämtliche Mitwirkungspflichten erfüllt hat, insbesondere die von ihm beizubringenden Unterlagen vollständig eingereicht hat, alle technischen sowie kaufmännischen Einzelheiten abschließend geklärt sind und – soweit nicht etwas anderes vereinbart wurde – den vollständigen Rechnungsbetrag beglichen hat.
2. Die Lieferfrist gilt als eingehalten, wenn die Gebrauchtgeräte vor Ablauf der Lieferfrist am bestimmungsgemäßen Hangcha-Lagerstandort (Ziffer 6.1) zur Abholung durch den Kunden bereitstehen und Hangcha dem Kunden die Abholbereitschaft angezeigt hat bzw., bei einem Versendungskauf, wenn die Gebrauchtgeräte vor Ablauf der Lieferfrist beim Kunden angeliefert werden. Im Fall von durch den Kunden verursachten Versand-/Lieferverzögerungen gilt die Lieferfrist als eingehalten, sobald Hangcha die Versandbereitschaft angezeigt hat.
3. Wird die Fertigstellung oder Lieferung der Gebrauchtgeräte durch Arbeitskämpfmaßnahmen (insbesondere Streik oder Aussperrung) oder durch sonstige unvorhersehbare, von Hangcha nicht zu vertretende Hindernisse – wie z. B. Betriebsstörungen, staatliche oder behördliche Eingriffe, Verzögerungen in der Lieferung wesentlicher Rohstoffe, Beschlagnahmen, Energieversorgungsschwierigkeiten, Krieg, Unruhen, Embargos, Enteignungen oder Naturkatastrophen – nachweislich erheblich beeinträchtigt, verlängert sich die Lieferfrist angemessen. Dies gilt auch dann, wenn die vorgenannten Umstände bei Subunternehmern oder Lieferanten eintreten, selbst wenn Hangcha sich bereits im Lieferverzug befindet. Soweit gesetzlich zulässig und soweit nicht abweichend vereinbart, ist eine Haftung von Hangcha in den Fällen dieser Ziffer 5.3 ausgeschlossen. In wesentlichen Fällen wird Hangcha den Kunden über Beginn und Ende derartiger Hindernisse unverzüglich informieren. § 313 BGB bleibt von dieser Ziffer 5.3 unberührt.
4. Die Vertragserfüllung steht unter dem Vorbehalt der Einhaltung sämtlicher anwendbarer nationaler und internationaler gesetzlicher Vorschriften, insbesondere solcher des Exportkontrollrechts, von Embargos oder sonstiger Sanktionsmaßnahmen. Beide

Vertragsparteien sind verpflichtet, alle für die Ausführung, Durchführung oder Einfuhr erforderlichen Informationen und Unterlagen zur Verfügung zu stellen. Verzögerungen aufgrund von exportkontrollrechtlichen Prüfungen oder Genehmigungsverfahren hemmen den Lauf der Lieferfrist und der Lieferzeit. Wird eine erforderliche Genehmigung nicht erteilt, ist Hangcha von seiner Leistungspflicht hinsichtlich des betroffenen Vertragsteils befreit; Vorbehaltlich Ziffer 11.2 bis 11.4 bestehen Schadensersatzansprüche insoweit nicht.

5. Kommt der Kunde in Annahmeverzug oder wird bei einem Versendungskauf der Versand auf Wunsch des Kunden verzögert, hat der Kunde ab einer Woche nach Anzeige der Abhol-/Versandbereitschaft die hierdurch entstehenden Lagerkosten zu tragen, mindestens jedoch 0,5% des Rechnungsbetrages für jede angefangene Woche. Hangcha bleibt berechtigt, im gesetzlich zulässigen Umfang höhere tatsächlich entstandene Lagerkosten geltend zu machen. Dem Kunden bleibt der Nachweis vorbehalten, dass die tatsächlichen Lagerkosten für die Gebrauchtgeräte geringer sind. Nach fruchtlosem Ablauf einer mindestens in Textform gesetzten angemessenen Frist ist Hangcha berechtigt, über die betreffenden Gebrauchtgeräte anderweitig zu verfügen. Ein von Hangcha erzielter Erlös wird (nach Abzug angemessener Aufwendungen) auf die Ansprüche von Hangcha gegen den Kunden angerechnet.

§6. Erfüllungsort und Gefahrübergang

1. Die Lieferung erfolgt gemäß den zur Zeit des Vertragsschlusses jeweils geltenden Incoterms® unter der Klausel „Free Carrier“ (FCA) ab dem Hangcha-Werk in Flörsheim, Hessen, wo auch der Erfüllungsort für die sämtliche vertraglichen Verpflichtungen ist. Ergibt sich aus der Auftragsbestätigung ein anderer Hangcha-Lagerstandort, so ist dieser Hangcha-Lagerstandort der Lieferort und der Erfüllungsort.
2. Sofern ausdrücklich vereinbart, werden die Gebrauchtgeräte auf Kosten und Risiko des Kunden an einen anderen Bestimmungsort versandt („Versendungskauf“). Soweit nicht etwas anderes vereinbart ist, ist Hangcha in diesem Fall berechtigt, die Art der Versendung (insbesondere Transportunternehmen, Versandweg, Verpackung) selbst zu bestimmen.
3. Für den Gefahrübergang gelten, sofern und soweit nicht etwas anderes durch diese AGB oder durch Parteiabrede mindestens in Textform vereinbart wird nicht die §§ 446, 447 BGB.
4. Bei einem Versendungskauf geht die Gefahr des zufälligen Untergangs und der zufälligen Verschlechterung der Lieferungen auf den Kunden über, sobald die Lieferungen an die zur Ausführung der Versendung bestimmte Person oder Einrichtung übergeben worden ist. Dies gilt auch dann, wenn Hangcha im Einzelfall die Versendungskosten trägt oder die Versendung selbst durchführt.
5. Verzögert der Kunde die Abnahme der Gebrauchtgeräte oder holt er die Gebrauchtgeräte nicht frist- und vereinbarungsgemäß ab, geht die Gefahr des zufälligen Untergangs und der zufälligen Verschlechterung ebenfalls auf den Kunden über.
6. Der Kunde ist verpflichtet, die gelieferten Gebrauchtgeräte auch dann abzunehmen, wenn Mängel vorliegen, unbeschadet seiner Rechte gemäß Ziffer 8 dieser Bedingungen, sofern es sich nicht um einen wesentlichen Mangel handelt. Ein wesentlicher Mangel liegt vor, wenn der Mangel die Gebrauchtgeräte an der Erreichung ihres vertraglich vereinbarten Hauptzwecks hindert.

§7. Eigentumsvorbehalt

1. Hangcha behält sich das Eigentum an sämtlichen Gebrauchtgeräten bis zur vollständigen Begleichung aller Forderungen aus der Geschäftsverbindung mit dem Kunden vor, einschließlich Forderungen aus Nebenpflichten, wie etwa Montageleistungen. Bei Zahlung mittels Scheck, Wechsel oder sonstiger unbarer Zahlungsmittel geht das Eigentum erst mit endgültiger Gutschrift des vollständigen Rechnungsbetrages auf Hangcha über. Der Eigentumsvorbehalt bleibt auch dann bestehen, wenn die betreffenden Forderungen in eine laufende Rechnung eingestellt und der Saldo festgestellt worden ist.
2. Solange das Eigentum noch nicht auf den Kunden übergegangen ist,

ist dieser verpflichtet, die Gebrauchtgeräte pfleglich zu behandeln sowie auf eigene Kosten die nach Herstellerangaben und gesetzlichen Vorschriften erforderlichen Wartungs-, Instandhaltungs- und Prüfmaßnahmen rechtzeitig durchzuführen. Kann der Kunde nicht nachweisen, dass er selbst einen entsprechenden Versicherungsschutz abgeschlossen hat, ist Hangcha berechtigt, die unter Eigentumsvorbehalt stehenden Gebrauchtgeräte gegen Diebstahl, Maschinenschäden, Wasser-, Feuer- und sonstige Risiken zu versichern.

3. Vor dem endgültigen Eigentumsübergang ist der Kunde nicht berechtigt, die Gebrauchtgeräte zu verpfänden oder diese zur Sicherungsübereignung zu verwenden.
4. Bei Pfändungen, Beschlagnahmen oder sonstigen Zugriffen Dritter hat der Kunde Hangcha unverzüglich zu benachrichtigen und dabei sämtliche verfügbaren Unterlagen (insbesondere Pfändungs-/Sicherstellungsprotokolle, Vollstreckungs-/Beschlagnahmeverfügungen, Aktenzeichen) sowie die Kontaktdaten des Dritten, der Vollstreckungsorgane und ggf. dessen Rechtsbeistands zu übermitteln. Der Kunde hat den Dritten unverzüglich auf den Eigentumsvorbehalt von Hangcha hinzuweisen, der Maßnahme zu widersprechen und alles Zumutbare zur Sicherung, Kennzeichnung und getrennten Lagerung der Vorbehaltsware zu veranlassen. Die Kosten im Zusammenhang mit den vorgenannten Maßnahmen, insbesondere Kosten zur Abwehr oder Aufhebung derartiger Maßnahmen, trägt der Kunde.
5. Bis ein Antrag auf Eröffnung eines Insolvenzverfahrens über das Vermögen des Kunden gestellt oder mangels Masse abgelehnt worden ist, ist der Kunde berechtigt, die unter Eigentumsvorbehalt stehenden Gebrauchtgeräte im ordnungsgemäßen Geschäftsbetrieb weiterzuveräußern oder Dritten entgeltlich zur Nutzung zu überlassen. Der Kunde tritt bereits jetzt sämtliche Forderungen aus der Weiterveräußerung oder der entgeltlichen Nutzungsüberlassung gegen seine Abnehmer oder Dritte in Höhe des Rechnungsbetrages der ersten Weiterveräußerung zuzüglich 20 % an Hangcha im Voraus ab. Dieser Zuschlag dient ausschließlich Sicherungszwecken und stellt keine Preisänderung dar. Die Abtretung gilt unabhängig davon, ob die Gebrauchtgeräte unverarbeitet oder nach Verarbeitung weiterveräußert werden, und bedarf keiner gesonderten Abtretungserklärung. Nach der Abtretung bleibt der Kunde zur Einziehung der abgetretenen Forderungen ermächtigt. Hangcha behält sich vor, die Forderungen selbst einzuziehen; von diesem Recht macht Hangcha jedoch nur Gebrauch, wenn der Kunde seinen Zahlungsverpflichtungen gegenüber Hangcha nicht nachkommt oder ein Antrag auf Eröffnung eines Insolvenzverfahrens über das Vermögen des Kunden gestellt oder mangels Masse abgelehnt worden ist. Ab Eintritt des Zahlungsverzugs ist Hangcha berechtigt, die Zahlung der an Hangcha abgetretenen Forderungen auf ein von Hangcha benanntes Treuhandkonto zu verlangen, sowie die Schuldner des Kunden zur unmittelbaren Zahlung an Hangcha aufzufordern. Der Kunde ist verpflichtet, Hangcha die zur Geltendmachung der abgetretenen Forderungen erforderlichen Auskünfte zu erteilen und seinen Schuldnern die Abtretung offenzulegen.
6. Besteht zwischen dem Kunden und seinen Abnehmern eine Kontokorrentabrede, die eine Einzelabtretung der vorgenannten Forderungen ausschließt, gilt der nach Beendigung des Kontokorrentsaldo bestehende Anspruch als in dem entsprechenden Umfang an Hangcha abgetreten. Die Sicherung bleibt bis zur vollständigen Begleichung sämtlicher Forderungen des Kunden gegen Dritte bestehen.
7. Verarbeitet, verbindet, vermischt oder vermennt der Kunde die unter Eigentumsvorbehalt stehenden Gebrauchtgeräte mit anderen, nicht Hangcha gehörenden Sachen, erwirbt Hangcha Miteigentum an der neu entstandenen Sache im Verhältnis des Wertes der Vorbehaltsware zum Wert der übrigen verarbeiteten Sachen im Zeitpunkt der Verarbeitung. Für die neu entstandene Sache gelten im Übrigen die für die Vorbehaltsware geltenden Bestimmungen entsprechend; sie gilt als Vorbehaltsware im Sinne dieser Bedingungen.
8. Bei vertragswidrigem Verhalten des Kunden, insbesondere bei Zahlungsverzug, ist Hangcha nach vorheriger in Textform erteilter

Mahnung und Ablauf einer darin gesetzten, angemessenen Frist berechtigt, im gesetzlich zulässigen Umfang die dem Eigentumsvorbehalt unterliegenden Gebrauchtgeräte zurückzunehmen; der Kunde ist zur Herausgabe verpflichtet. Die Rücknahme stellt nicht automatisch einen Rücktritt vom Liefervertrag dar. In diesem Fall wird der Lauf der Lieferfrist gehemmt. Hangcha behält sich vor, nach Wegfall des Leistungshindernisses oder nach Stellung einer angemessenen Sicherheit durch den Kunden die Lieferung gemäß den ursprünglichen Vereinbarungen fortzusetzen und die Lieferfrist entsprechend zu verlängern.

9. Auf Verlangen des Kunden ist Hangcha verpflichtet, Sicherheiten freizugeben, soweit der realisierbare Gesamtwert sämtlicher für Hangcha bestellter Sicherheiten den Sicherungszweck (sämtliche gegenwärtigen und künftigen Forderungen aus der Geschäftsbeziehung aus Lieferungen und Leistungen einschließlich Nebenforderungen, Zinsen und Kosten) um mehr als 10 % übersteigt.
10. Soweit das am Standort der Gebrauchtgeräte geltende Recht die vorstehenden Sicherungsrechte nicht zulässt, jedoch andere rechtlich zulässige Möglichkeiten zur Sicherung der Rechte von Hangcha vorsieht, ist Hangcha berechtigt, alle derartigen Ersatzsicherheiten auszuüben. Der Kunde ist verpflichtet, notwendigenfalls entsprechende Sicherungsrechte mit Hangcha vertraglich zu vereinbaren.
11. Der Kunde ist verpflichtet, alle geeigneten und angemessenen Maßnahmen zu unterstützen, die Hangcha zum Schutz ihres Eigentums oder – soweit ein Eigentumsvorbehalt nicht anwendbar ist – zum Schutz sonstiger Rechte von Hangcha an den Gebrauchtgeräten ergreift. Diese Pflicht entfällt, wenn und soweit der Kunde nachweisen kann, dass eine Maßnahme ungeeignet und/oder unangemessen ist oder den Kunden in unverhältnismäßiger Weise belastet.

§8. Rechte wegen Sachmängeln

1. Prüfungsmöglichkeit
Gebrauchtgeräte werden in dem Zustand verkauft, in dem sie sich am Liefer-/Abholtag befinden. Dem Kunden wird das Recht eingeräumt und Gelegenheit gegeben, die Ware vor Vertragsabschluss oder vor Lieferung bzw. vor oder bei der Abholung zu besichtigen und zu prüfen.
2. Umfang der Sachmängelgewährleistungsrechte
- 2.1. Nimmt der Kunde oder der von ihm Beauftragte die Ware ohne Beanstandung an bzw. ab, so gewährt Hangcha bei Sachmängeln an Gebrauchtgeräten dem Kunden Rechte wegen Sachmängeln ausschließlich, sofern und soweit diese in der Auftragsbestätigung ausdrücklich und mindestens in Textform vereinbart wurden, und nur innerhalb des nachstehend geregelten Umfangs. Das Gleiche gilt, wenn der Kunde oder sein Beauftragter – gleich aus welchem Grund – nur teilweise oder keinen Gebrauch von der ihm eingeräumten Prüfungsmöglichkeit nach Ziffer 8.1 macht.
- 2.2. Werden dem Kunden in der Auftragsbestätigung Sachmängelrechte ausdrücklich eingeräumt, sind diese auf einen Zeitraum von sechs (6) Monaten ab Abholung bzw. Lieferung sowie auf maximal 600 Betriebsstunden begrenzt (bei elektrischen Flurförderzeugen gilt das auch für Batterie und Ladegerät), wobei das zuerst eintretende Ereignis maßgeblich ist.
3. Untersuchungs- und Rügepflicht
Auch bei vereinbarter Sachmängelhaftung findet § 377 des Handelsgesetzbuches (HGB) vollumfänglich Anwendung.

§9. Garantie

1. Sofern nicht ausdrücklich etwas anderes vereinbart ist, richtet sich die Haftung für Sachmängel bei Gebrauchtgeräten vorrangig nach den Bestimmungen der Ziffer 8. Die nachstehenden Regelungen dieser Ziffer 9 finden ausschließlich Anwendung, falls in der Auftragsbestätigung ausdrücklich eine Garantie zugesagt wird. In diesem Fall gewährt Hangcha dem Kunden eine vertraglich vereinbarte, von den Rechten wegen Sachmängeln unabhängige Garantie, welche jedoch keine Änderung der in Ziffer 8 geregelten Beschränkungen der Sachmängelhaftung begründet.
2. Wird für Gebrauchtgeräte in der Auftragsbestätigung ausdrücklich

eine Garantie zugesagt, beträgt die Garantiefrist – sofern nicht abweichend vereinbart – sechs (6) Monate ab Lieferung bzw. Abholung. Die Garantie beschränkt sich ausschließlich auf die Lieferung der den Sachmangel begründenden (Ersatz-)Teile in neuem oder vergleichbar aufgearbeitetem Zustand und umfasst keine Arbeits-, Reise-, Aus- und Einbau- sowie sonstige mit Reparatur- oder Wartungsarbeiten verbundene Kosten. Diese Kosten sind vom Kunden zu tragen. Dem Kunden steht es frei, Hangcha für solche Leistungen zu vertraglich festzulegenden Konditionen zu beauftragen.

§10. Rücktrittsrechte des Kunden, Minderung und sonstige Haftung

1. Leistungshindernis
Wird die Erfüllung der gesamten Lieferverpflichtung von Hangcha vor Gefahrübergang endgültig unmöglich, ist der Kunde berechtigt, vom Vertrag zurückzutreten. Ist Hangcha hingegen lediglich vorübergehend an der Lieferung gehindert, ist der Kunde nur dann zum Rücktritt berechtigt, wenn Hangcha auch nach Wegfall des Leistungshindernisses nicht innerhalb einer vom Kunden mindestens in Textform gesetzten, angemessenen Frist liefert bzw. zur Abholung anbietet.
2. Unerhebliche Mängel
Hat Hangcha die vertraglich geschuldete Leistung nicht vertragsgemäß bewirkt, so kann der Kunde – selbst falls ihm ausnahmsweise Sachmängelgewährleistungsrechte zustehen – vom Vertrag nicht zurücktreten, wenn die Pflichtverletzung unerheblich ist (§ 323 Abs. 5 S. 2 BGB). Es wird widerleglich vermutet, dass ein Mangel unwesentlich ist, sofern die Gebrauchtgeräte für den vertraglich vorausgesetzten Zweck geeignet sind.

§11. Haftungsausschluss

1. Alle weitergehenden Mängel-, Gewährleistungs- und sonstigen Ansprüche des Kunden – gleich aus welchem Rechtsgrund – sowie sämtliche Schadensersatzansprüche sind ausgeschlossen. Dies gilt insbesondere für Schäden, die nicht unmittelbar an den Gebrauchtgeräten selbst entstanden sind, wie etwa Nutzungsausfall, Produktionsstillstand, entgangener Gewinn oder sonstige mittelbare oder Folgeschäden.
2. Keine Bestimmung dieser AGB (einschließlich des vorstehenden Haftungsausschlusses) ist dazu bestimmt (und ist deshalb nicht dahingehend auszulegen), die Haftung von Hangcha auszuschließen oder zu beschränken bei (i) Schäden, die auf einer vorsätzlichen oder grob fahrlässigen Pflichtverletzung von Hangcha, eines gesetzlichen Vertreters oder Erfüllungsgehilfen von Hangcha beruhen, (ii) Schäden aus der Verletzung des Lebens, des Körpers oder der Gesundheit, die auf einer vorsätzlichen oder fahrlässigen Pflichtverletzung von Hangcha, eines gesetzlichen Vertreters oder Erfüllungsgehilfen beruhen und (iii) Schäden, die auf einer schuldhaften Verletzung wesentlicher Vertragspflichten, deren Verletzung die ordnungsgemäße Durchführung des Vertrags gefährden würde und auf deren Einhaltung der Kunde regelmäßig vertrauen darf (sog. Kardinalpflichten).
3. Ebenso unberührt bleibt eine etwaige Haftung von Hangcha für Schäden, für die der Kunde Ersatz nach dem Produkthaftungsgesetz verlangen kann. In diesem Fall kommen sämtliche Bestimmungen des Produkthaftungsgesetzes zur Anwendung.
4. Vorbehaltlich einer unbeschränkten Haftung von Hangcha nach Ziffer 11.2 (i) und 11.2 (ii) sowie Ziffer 11.3 sind Schadensersatzansprüche des Kunden infolge von Schäden aus Kardinalpflichtverletzungen (Ziffer 11.2 (iii)) jedoch beschränkt auf den Schaden, der zur Zeit des Vertragsschlusses typischerweise vorhersehbar ist.

§12. Gerichtsstand, anwendbares Recht und salvatorische Klausel

1. Für alle Streitigkeiten aus oder im Zusammenhang mit dem Vertragsverhältnis, einschließlich Wechsel- und Scheckprozessen sowie Verfahren des einstweiligen Rechtsschutzes, ist – soweit gesetzlich zulässig – das für den Sitz von Hangcha zuständige Gericht in Wiesbaden ausschließlich zuständig.
2. Für das Vertragsverhältnis gilt das Recht der Bundesrepublik Deutschland unter Ausschluss des Übereinkommens der Vereinten

Hangcha Europe GmbH



Nationen über Verträge über den internationalen Warenkauf (CISG).

3. Sollten einzelne Bestimmungen dieser Bedingungen ganz oder teilweise unwirksam oder undurchführbar sein oder werden, bleibt die Wirksamkeit der übrigen Bestimmungen hiervon unberührt.

Anstelle der unwirksamen oder undurchführbaren Bestimmung gilt eine solche wirksame Regelung als vereinbart, die dem wirtschaftlichen Zweck der ursprünglichen Bestimmung rechtlich am nächsten kommt. § 139 BGB ist abbedungen.

For English version, please see below

General Terms and Conditions for the Delivery of Used Equipment

(Hangcha Europe GmbH, hereinafter referred to as “Hangcha”)

Status: February 2026

*English version for information purpose only; the German version is
authoritative*

§1. Scope of Application

1. These General Terms and Conditions for the Delivery of Used Equipment shall apply to all deliveries of used equipment by Hangcha to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, and special funds under public law. They shall apply to all offers, purchase agreements, and delivery agreements issued by Hangcha, including all ancillary services directly related to the delivery of used equipment, insofar as such ancillary services fall within the scope and purpose of these Terms and Conditions. These Terms and Conditions shall apply exclusively. Any purchasing terms and conditions of the customer are hereby expressly rejected. Such purchasing conditions, as well as any amendments, deviations, or supplements to these delivery conditions, shall only become part of the contract if Hangcha has expressly agreed to them in writing.
2. For the purposes of these General Terms and Conditions, “**used equipment**” shall mean all used products of the Hangcha Group, including products of companies affiliated with Hangcha. This includes, in particular—but is not limited to—used forklifts, warehouse trucks, platform trucks, and other industrial trucks or transport equipment. A product shall be deemed used if it has previously been put into operation, for example as a demonstration unit, rental unit, or return unit, or if it has otherwise been subject to prior use.
3. Within the context of an ongoing business relationship, these General Terms and Conditions shall also apply—unless expressly agreed otherwise and insofar as they are relevant to their regulatory purpose—to all future transactions between Hangcha and the customer relating to used equipment. This shall include, in particular, any follow-up agreements arising from an existing contractual relationship, especially agreements directly related to the delivery of used equipment, such as maintenance or repair agreements. Amendments to these General Terms and Conditions shall only become part of future contracts if Hangcha expressly refers to such amendments and the customer is given a reasonable opportunity to take note of them.

§2. Offers and Conclusion of Contract

7. Any offers, presentations, price indications, or other statements made by Hangcha regarding the used equipment—irrespective of the form in which they are published or made accessible (e.g. online)—shall generally be subject to change and non-binding and shall not constitute an offer within the meaning of Section 145 of the German Civil Code (BGB), unless expressly stated otherwise. Online Quotations
8. The contractual process shall be initiated by an inquiry from the customer (e.g. by telephone, e-mail, or via the online form available on the Hangcha website). Subsequently, Hangcha shall provide the customer with an order confirmation. The contract shall be concluded with the content of the order confirmation transmitted by Hangcha if the customer returns the order confirmation to Hangcha duly signed (transmission by e-mail shall be sufficient), accepts delivery of the purchased item, pays the purchase price or a down payment on the purchased item, or otherwise declares unconditional acceptance of the offer.
9. If Hangcha sets an acceptance period for an offer, the purchase contract shall only be concluded if the customer accepts the offer within such period. If the customer does not accept the offer within the acceptance period or if the acceptance deviates from the offer, this shall constitute a new offer by the customer. In such case, the purchase contract shall only be concluded once Hangcha declares acceptance of this offer at least in text form or once the purchased item is handed over to the customer by Hangcha or by a freight

carrier commissioned by Hangcha.

10. Hangcha reserves the right to sell the used equipment to third parties prior to the conclusion of the contract.
11. The customer shall be obliged to provide truthful and complete information when placing an order. Any changes to customer data, in particular the name, address, e-mail address, or telephone number, shall be communicated to Hangcha without undue delay by e-mail or in another text form. The customer shall bear the risk for and be liable for any damages arising from the fact that order confirmations or order-related information cannot be delivered, cannot be clearly assigned, or are transmitted incorrectly due to customer data not being updated in a timely manner or being incorrect or incomplete.
12. If the customer materially breaches the above notification obligations or has provided materially incorrect information from the outset, Hangcha shall be entitled to withdraw from the contract even after the contract has been concluded. Withdrawal may be validly declared by e-mail or in another text form. Any rights of avoidance (e.g. in cases of fraudulent misrepresentation) and any further claims for damages by Hangcha shall remain unaffected.

§3. Delivery and Performance

1. Any information contained in documents and other communications relating to offers (e.g. illustrations, drawings, as well as information on weight, dimensions, speed, energy/fuel consumption, operating costs, and other technical data) shall constitute customary industry approximations only and shall not give rise to any agreements regarding quality or intended use, nor to any warranties or guarantees as to quality or durability.
2. Until the conclusion of the contract, Hangcha shall be entitled to update the aforementioned documents and data and to replace the offered used equipment at any time, either itself or through third parties, (i) with technically comparable equipment or (ii) to modify or further develop such equipment, in particular with regard to color deviations or color design, provided that the customer is not unreasonably disadvantaged thereby and that any contractually assumed use of the used equipment is not impaired.
3. After the conclusion of the contract, Hangcha may, without the customer's consent, make changes to the delivery item that go beyond insignificant and reasonable deviations (e.g. color nuances) only if such changes are required in Hangcha's well-considered interest while appropriately taking into account the customer's interests. The same shall apply to the delivery of replacement equipment, whereby Hangcha shall (i) remain obliged to deliver at least an equivalent used item that meets any agreed quality and fully ensures the contractually assumed use, and (ii) bear any additional costs incurred. If Hangcha delivers replacement equipment, Hangcha shall inform the customer thereof in text form.
4. The agreed quality and performance of the delivery item shall be determined exclusively by the order confirmation issued by Hangcha. Any deviations from the agreed quality or performance shall—unless already permissible pursuant to Clauses 3.2 or 3.3—require a prior agreement between the contracting parties at least in text form.
5. Hangcha reserves all copyrights and other industrial property rights in all drawings, calculations, specifications, pricing structures, product descriptions, and other relevant documents (“Protected Documents”). The existence and content of the Protected Documents shall be treated as confidential and shall not be used otherwise without Hangcha's prior written consent, in particular not reproduced or made accessible to third parties. Disclosure to the customer's advisors, financiers, or service partners shall be permitted provided that such parties are obliged to maintain confidentiality or are subject to professional secrecy obligations.
6. The confidentiality obligation pursuant to Clause 3.5 shall not apply to information or Protected Documents that (i) are publicly known or subsequently become publicly known without breach of the confidentiality obligations under these General Terms and Conditions, (ii) were lawfully known to the customer prior to disclosure, (iii) were independently developed by the customer without reference to the Protected Documents or the confidential information contained therein, or (iv) were lawfully obtained by the

Hangcha Europe GmbH



customer from third parties. Disclosure shall also be permitted where required by law or by an administrative or judicial order; in such case, the customer shall, to the extent legally permissible, coordinate the nature, timing, and scope of the disclosure with Hangcha.

- At Hangcha's request, the customer shall return the Protected Documents to Hangcha without undue delay. All documents (including Protected Documents) provided to the customer together with the used equipment as accompanying documentation shall only pass into the ownership of the customer upon full payment of the purchase price; in all other respects, ownership of all (Protected) Documents shall remain with Hangcha.

§4. Prices, Payment Terms and Value Added Tax (VAT)

- Prices**
Unless otherwise agreed, the prices for used equipment shall apply ex works at the respective Hangcha warehouse location and plus the statutory value added tax applicable on the date of performance. Unless otherwise agreed, the prices shall include loading at the warehouse location but shall not include transport, packaging, insurance, customs duties, or other ancillary costs; such costs shall be invoiced to the customer separately by Hangcha. Packaging shall only be taken back on the basis of an explicit separate agreement; any mandatory statutory take-back obligations shall remain unaffected. Any deviations from the arrangements set out in this Clause 4.1 shall in any case require at least text form.
- Due Date of Payment**
Unless otherwise agreed, the purchase price shall be due immediately upon conclusion of the contract, without any deduction. No cash discount shall be granted. Any collection and recovery costs (in particular costs relating to bills of exchange and cheques) shall be borne by the customer. Upon expiry of an agreed payment period or upon expiry of a payment due date determined or determinable by calendar, the customer shall be in default without the need for a reminder. From the time of default, default interest shall accrue at the statutory rate (Section 288 (2) BGB). Upon default, Hangcha shall also be entitled to claim the statutory flat-rate compensation for default (Section 288 (5) BGB) as well as any further reasonable collection, reminder, legal enforcement, and recovery costs (in particular costs relating to bills of exchange and cheques). The right to claim further damages caused by default shall remain reserved.
- Set-Off and Right to Withhold Performance (Uncertainty Defense)**
The customer shall not be entitled to exercise a right of retention or to set off claims that are disputed or have not been finally adjudicated. If Hangcha has justified doubts as to the customer's ability or willingness to pay, Hangcha shall be entitled to refuse performance pursuant to the defense of uncertainty (Section 321 BGB) until the customer has fulfilled its payment obligations or provided adequate security. If the customer fails to fulfill its payment obligations or provide security within a reasonable period set by Hangcha at least in text form, Hangcha shall be entitled to withdraw from the contract.
- Non-Payment and Default in Acceptance**
If the customer fails to fulfill its payment obligations in due time, Hangcha shall be entitled, after issuing a reminder at least in text form and granting a reasonable grace period, to withdraw from the contract in whole or in part. Hangcha shall likewise be entitled to withdraw from the contract in whole or in part if the customer, by express declaration or by conclusive conduct, indicates that it will no longer accept or pay for the ordered used equipment; in this case, no reminder or grace period shall be required.
- Consequences of Withdrawal**
In the event of withdrawal pursuant to Clauses 4.3 and 4.4 above, Hangcha shall be entitled to claim liquidated damages in the amount of 15% of the net purchase price of the used equipment affected by the withdrawal. The customer shall be entitled to prove that the actual damage incurred by Hangcha is lower. In addition to the liquidated damages, Hangcha shall be entitled to prove a higher actual loss and to claim compensation for such loss, including, but not limited to, costs already incurred and lost profit.
- Value Added Tax (VAT)**

VAT shall be determined in accordance with the applicable tax regulations. In the case of cross-border deliveries, Hangcha shall—provided that the necessary requirements, including evidentiary documentation, are met and insofar as this does not result in unreasonable disadvantages for Hangcha—apply the respective VAT exemptions. The customer shall be obliged to cooperate to the best of its ability and, where possible, to provide the necessary information and evidence without undue delay. In the case of intra-Community supplies, the customer shall notify Hangcha of its valid VAT identification number without undue delay (Clauses 2.2.2 and 2.2.3 shall apply mutatis mutandis). If Hangcha is obliged to pay German or foreign VAT, such VAT shall be invoiced to the customer separately and shall be borne by the customer. VAT arising from payments made prior to delivery shall be invoiced separately and shall be due together with the net amount.

§5. Delivery, Delivery Period and Delivery Time

- Unless expressly agreed otherwise, delivery periods and delivery dates shall be non-binding indicative dates. The delivery period shall commence upon issuance of the order confirmation by Hangcha, provided that the customer has fulfilled all cooperation obligations, in particular has submitted all documents to be provided by the customer in full, all technical and commercial details have been finally clarified, and—unless agreed otherwise—the full invoice amount has been paid.
- The delivery period shall be deemed complied with if, prior to its expiry, the used equipment is made available for collection by the customer at the designated Hangcha warehouse location (Clause 6.1) and Hangcha has notified the customer of readiness for collection, or—in the case of shipment—if the used equipment is delivered to the customer prior to expiry of the delivery period. In the event of shipping or delivery delays caused by the customer, the delivery period shall be deemed complied with as soon as Hangcha has notified the customer of readiness for shipment.
- If the completion or delivery of the used equipment is demonstrably and substantially impeded by labor disputes (in particular strikes or lockouts) or by other unforeseeable obstacles beyond Hangcha's control—such as operational disruptions, governmental or administrative measures, delays in the supply of essential raw materials, seizures, energy supply disruptions, war, civil unrest, embargoes, expropriations, or natural disasters—the delivery period shall be extended by a reasonable period. This shall also apply if such circumstances occur at subcontractors or suppliers, even if Hangcha is already in default of delivery. To the extent permitted by law and unless otherwise agreed, Hangcha's liability in the cases described in this Clause 5.3 shall be excluded. In material cases, Hangcha shall inform the customer without undue delay of the commencement and cessation of such impediments. Section 313 of the German Civil Code (BGB) shall remain unaffected by this Clause 5.3.
- Performance of the contract shall be subject to compliance with all applicable national and international legal regulations, in particular those relating to export control law, embargoes, or other sanctions measures. Both contracting parties shall be obliged to provide all information and documents required for export, transit, or import. Delays resulting from export control reviews or approval procedures shall suspend the running of the delivery period and delivery time. If a required approval is not granted, Hangcha shall be released from its performance obligation with respect to the affected part of the contract; subject to Clauses 11.2 to 11.4, claims for damages shall not exist in this respect.
- If the customer is in default of acceptance, or if, in the case of shipment, dispatch is delayed at the customer's request, the customer shall bear the resulting storage costs from one week after notification of readiness for collection or shipment, but in any case at least 0.5% of the invoice amount for each commenced week. Hangcha shall remain entitled, to the extent permitted by law, to claim higher storage costs actually incurred. The customer shall be entitled to prove that the actual storage costs for the used equipment are lower. After expiry of a reasonable period set by Hangcha at least in text form without result, Hangcha shall be

entitled to otherwise dispose of the used equipment concerned. Any proceeds achieved by Hangcha shall be credited against Hangcha's claims against the customer after deduction of reasonable expenses.

§6. Place of Performance and Transfer of Risk

1. Delivery shall be effected in accordance with the Incoterms® applicable at the time of conclusion of the contract, under the clause "Free Carrier" (FCA) from the Hangcha plant in Flörsheim, Hesse, which shall also be the place of performance for all contractual obligations. If a different Hangcha warehouse location is specified in the order confirmation, such Hangcha warehouse location shall be the place of delivery and the place of performance.
2. If expressly agreed, the used equipment shall be dispatched to another place of destination at the cost and risk of the customer ("shipment sale"). Unless otherwise agreed, Hangcha shall in this case be entitled to determine the mode of dispatch at its discretion, in particular the transport company, the shipping route, and the packaging.
3. With regard to the transfer of risk, Sections 446 and 447 of the German Civil Code (BGB) shall not apply, unless and insofar as otherwise provided for in these General Terms and Conditions or agreed by the parties at least in text form.
4. In the case of a shipment sale, the risk of accidental loss and accidental deterioration of the deliveries shall pass to the customer as soon as the deliveries have been handed over to the person or entity designated to carry out the shipment. This shall apply even if, in individual cases, Hangcha bears the shipping costs or carries out the shipment itself.
5. If the customer delays acceptance of the used equipment or fails to collect the used equipment in due time or in accordance with the agreement, the risk of accidental loss and accidental deterioration shall likewise pass to the customer.
6. The customer shall be obliged to accept the delivered used equipment even if defects exist, without prejudice to the customer's rights pursuant to Clause 8 of these Terms and Conditions, provided that such defects do not constitute a material defect. A material defect shall exist if the defect prevents the used equipment from achieving its contractually agreed principal purpose.

§7. Retention of Title

1. Hangcha shall retain title to all used equipment until all claims arising from the business relationship with the customer have been fully settled, including claims arising from ancillary obligations, such as installation services. In the case of payment by cheque, bill of exchange, or other non-cash means of payment, title shall not pass until final crediting of the full invoice amount to Hangcha's account. The retention of title shall remain effective even if the relevant claims are included in a current account and the balance has been acknowledged.
2. As long as title has not yet passed to the customer, the customer shall be obliged to treat the used equipment with due care and, at its own expense, to carry out in due time all maintenance, servicing, and inspection measures required in accordance with the manufacturer's specifications and statutory provisions. If the customer is unable to prove that it has taken out appropriate insurance coverage, Hangcha shall be entitled to insure the used equipment subject to retention of title against theft, machinery damage, water damage, fire, and other risks.
3. Prior to the final transfer of title, the customer shall not be entitled to pledge the used equipment or to assign it by way of security.
4. In the event of attachment, seizure, or any other intervention by third parties, the customer shall notify Hangcha without undue delay and provide all available documents (in particular attachment or seizure records, enforcement or seizure orders, reference numbers), as well as the contact details of the third party, the enforcement authorities, and, where applicable, their legal representatives. The customer shall immediately inform the third party of Hangcha's retention of title, object to the measure, and take all reasonable steps to secure, mark, and store the goods subject to retention of title separately. The customer shall bear all costs in connection with the above measures, in particular costs incurred to avert or reverse such measures.
5. Until an application for the opening of insolvency proceedings over

the customer's assets has been filed or rejected due to lack of assets, the customer shall be entitled, in the ordinary course of business, to resell the used equipment subject to retention of title or to grant third parties paid rights of use thereto. The customer hereby assigns in advance to Hangcha all claims arising from such resale or paid granting of use against its customers or third parties in the amount of the invoice value of the first resale plus 20%. This surcharge serves exclusively as security and does not constitute a price increase. The assignment shall apply irrespective of whether the used equipment is resold in its unprocessed state or after processing and shall not require a separate declaration of assignment. After the assignment, the customer shall remain authorized to collect the assigned claims. Hangcha reserves the right to collect the claims itself; however, Hangcha shall only exercise this right if the customer fails to meet its payment obligations towards Hangcha or if an application for the opening of insolvency proceedings over the customer's assets has been filed or rejected due to lack of assets. Upon the occurrence of payment default, Hangcha shall be entitled to demand that payments of the claims assigned to Hangcha be made to a trust account designated by Hangcha and to instruct the customer's debtors to make payments directly to Hangcha. The customer shall be obliged to provide Hangcha with all information required to assert the assigned claims and to disclose the assignment to its debtors.

6. If a current account agreement exists between the customer and its customers which precludes individual assignment of the above claims, the claim existing after termination of the current account balance shall be deemed assigned to Hangcha to the corresponding extent. The security shall remain in place until all claims of the customer against third parties have been fully satisfied.
7. If the customer processes, combines, mixes, or commingles the used equipment subject to retention of title with other items not belonging to Hangcha, Hangcha shall acquire co-ownership of the newly created item in the ratio of the value of the goods subject to retention of title to the value of the other processed items at the time of processing. In all other respects, the provisions applicable to the goods subject to retention of title shall apply accordingly to the newly created item, which shall be deemed goods subject to retention of title within the meaning of these Terms and Conditions.
8. In the event of breach of contract by the customer, in particular in the event of payment default, Hangcha shall be entitled, after prior reminder issued at least in text form and expiry of a reasonable period set therein, to repossess the used equipment subject to retention of title to the extent permitted by law; the customer shall be obliged to surrender such equipment. Repossession shall not automatically constitute withdrawal from the delivery contract. In such case, the running of the delivery period shall be suspended. Hangcha reserves the right, after the obstacle to performance has ceased or after the customer has provided adequate security, to continue delivery in accordance with the original agreements and to extend the delivery period accordingly.
9. At the customer's request, Hangcha shall be obliged to release securities to the extent that the realizable total value of all securities provided for Hangcha exceeds the security purpose (all present and future claims arising from the business relationship from deliveries and services, including ancillary claims, interest, and costs) by more than 10%.
10. If the law applicable at the location of the used equipment does not permit the above security rights but provides for other legally permissible means to secure Hangcha's rights, Hangcha shall be entitled to exercise all such substitute securities. The customer shall be obliged, if necessary, to contractually agree such security rights with Hangcha.
11. The customer shall be obliged to support all suitable and reasonable measures taken by Hangcha to protect its ownership or—where retention of title is not applicable—to protect any other rights of Hangcha in the used equipment. This obligation shall not apply to the extent that the customer can demonstrate that a measure is unsuitable and/or unreasonable or imposes a disproportionate burden on the customer.

§8. Rights in the Event of Material Defects

1. **Right of Inspection**
Used equipment is sold in the condition in which it is at the time of delivery or collection. The customer is granted the right and the opportunity to inspect and examine the goods prior to the conclusion of the contract or prior to delivery, or prior to or upon collection.
2. **Scope of Rights in the Event of Material Defects**
 - 2.1. If the customer or a party commissioned by the customer accepts or takes delivery of the goods without objection, Hangcha shall grant the customer rights in respect of material defects in used equipment only insofar as and to the extent that such rights have been expressly agreed in the order confirmation at least in text form, and solely within the scope regulated below. The same shall apply if the customer or its commissioned party—regardless of the reason—makes only partial use of or does not make use of the inspection opportunity granted pursuant to Clause 8.1.
 - 2.2. If rights in respect of material defects are expressly granted to the customer in the order confirmation, such rights shall be limited to a period of six (6) months from the date of collection or delivery and to a maximum of 600 operating hours (in the case of electric industrial trucks, this limitation shall also apply to the battery and the charger), whichever occurs first.
3. **Obligation to Inspect and Give Notice of Defects**
Even where liability for material defects has been agreed, Section 377 of the German Commercial Code (HGB) shall apply in full.

§9. Guarantee

1. Unless expressly agreed otherwise, liability for material defects in used equipment shall primarily be governed by the provisions of Clause 8. The provisions of this Clause 9 shall apply exclusively if a guarantee is expressly granted in the order confirmation. In such case, Hangcha shall grant the customer a contractually agreed guarantee independent of the statutory rights in respect of material defects, which, however, shall not constitute any modification of the limitations of liability for material defects set out in Clause 8.
2. If a guarantee is expressly granted for used equipment in the order confirmation, the guarantee period shall—unless agreed otherwise—be six (6) months from the date of delivery or collection. The guarantee shall be limited exclusively to the supply of the (replacement) parts giving rise to the material defect, in new or comparably reconditioned condition, and shall not include labor, travel, removal and installation, or any other costs associated with repair or maintenance work. Such costs shall be borne by the customer. The customer shall be free to commission Hangcha to perform such services under conditions to be contractually agreed.

§10. Customer's Rights of Withdrawal, Price Reduction and Other Liability

1. **Impediment to Performance**
If performance of Hangcha's entire delivery obligation becomes permanently impossible prior to the transfer of risk, the customer shall be entitled to withdraw from the contract. If, however, Hangcha is only temporarily prevented from making delivery, the customer shall be entitled to withdraw only if Hangcha fails to deliver or to make the goods available for collection within a reasonable period set by the customer at least in text form after the impediment to performance has ceased.

2. **Minor Defects**
If Hangcha has not rendered the contractually owed performance in conformity with the contract, the customer shall not be entitled to withdraw from the contract—even if, by way of exception, rights in respect of material defects apply—if the breach of duty is insignificant (Section 323 (5), sentence 2, German Civil Code (BGB)). It shall be rebuttably presumed that a defect is insignificant if the used equipment is suitable for the contractually intended purpose.

§11. Exclusion of Liability

1. Any further claims of the customer arising from defects, warranty, or otherwise—irrespective of the legal basis—as well as all claims for damages are excluded. This applies in particular to damages not occurring directly to the used equipment itself, such as loss of use, production downtime, loss of profit, or other indirect or consequential damages.
2. Nothing in these General Terms and Conditions (including the above exclusion of liability) is intended (and shall therefore not be construed) to exclude or limit Hangcha's liability for (i) damages resulting from willful intent or gross negligence on the part of Hangcha, its legal representatives, or its vicarious agents; (ii) damages resulting from injury to life, body, or health caused by a willful or negligent breach of duty by Hangcha, its legal representatives, or its vicarious agents; and (iii) damages resulting from a culpable breach of essential contractual obligations, the fulfillment of which is essential for the proper performance of the contract and on the observance of which the customer may regularly rely (so-called cardinal obligations).
3. Any liability of Hangcha for damages for which the customer may claim compensation under the German Product Liability Act (Produkthaftungsgesetz) shall likewise remain unaffected. In such case, all provisions of the Product Liability Act shall apply.
4. Subject to Hangcha's unlimited liability pursuant to Clauses 11.2 (i) and 11.2 (ii) as well as Clause 11.3, claims for damages by the customer resulting from breaches of cardinal obligations (Clause 11.2 (iii)) shall be limited to the damage that was typically foreseeable at the time of conclusion of the contract.

§12. Place of Jurisdiction, Applicable Law and Severability Clause

1. For all disputes arising out of or in connection with the contractual relationship, including disputes relating to bills of exchange and cheques as well as proceedings for interim legal protection, the court having jurisdiction over Hangcha's registered office in Wiesbaden shall have exclusive jurisdiction, to the extent permitted by law.
2. The contractual relationship 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).
3. Should individual provisions of these Terms and Conditions be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, a valid provision shall be deemed agreed that comes as close as legally possible to the economic purpose of the original provision. Section 139 of the German Civil Code (BGB) is excluded.