

General Full Service Conditions

Clause 1: Acceptance

By issuing the written order the Principal expressly accepts all provisions set out in this contract.

Clause 2: Commencement, duration

Commencement date and duration of the contract shall apply as set out in the offer/contract, always ending on the last day of any given month.

Both parties may cancel the contract in writing towards the end of the contract period, subject to a period of notice of at least 3 months.

If the maximum number of Operating Hours provided by the Contractor for the device is reached during the term of the contract, this may be grounds for termination or amendment of the contract by the Contractor.

Clause 3: Price

1. The price is based on:
 - a) the useful economic life and the number of hours mentioned in the offer/contract.
 - b) the working conditions for the truck on the premises, as apply at the time of concluding this contract and as set out in the offer/contract;
 - c) judicious use of the truck and attachments by the Principal or its staff.If these change, the Principal must inform the Contractor of this fact. This may lead to a price adjustment.
2. Included in the price are the costs of maintenance and repairs, with the exception of the daily "minor maintenance" to be borne by the Principal, as referred to in Clause 6(5).
3. The tariffs are – as per April 1 annually – subject to adjustments owing to the indexation of quoted elements of the cost (according to the joint industrial committee 149.04 health index + CLA), tax system, etc., as well as owing to the lead surcharges passed on by the relevant battery supplier. The Principal undertakes to pay any such cost increase.

Clause 4: Payment of price, taxes, charges

1. The price will be paid in advance by the Principal in monthly instalments, without discount or claim to compensation. The first instalment will fall due on the contract start date, and subsequently on the first of each month during the term of this contract. If the start date of the contract falls on a date other than the first of a calendar month, the first instalment will be calculated pro rata.
2. Annually, *and* in the event of (premature) termination of the contract, the Operating Hours will be evaluated by location and machine type, considering a minimum number of Operating Hours per annum per machine. If the maximum Operating Hours included for the past year are exceeded, the contract price will be recalculated considering the new operating hours. The exceeded hours will be invoiced retroactively or settled over the remaining term.
3. Any government charges or taxes, howsoever called and for whatever reason, relating to the truck that fall due during the term of the agreement, shall be borne by the Lessee.

Clause 5: Use, maintenance

1. The Principal shall use the truck with due care and in accordance with its designated use and shall comply with all statutory and other government regulations. Every three months it shall forward to the Contractor the hour counter reading.
2. The Principal shall, based on the guidelines with which it is provided and with due regard for the same, ensure that the truck is always in a sound and operational condition, by immediately reporting to the Contractor any defects or faults. New or spare parts that are fitted on or in the truck are, and shall remain, the property of the Principal.
3. The Principal shall be liable for the consequences of injudicious use, overloading and/or neglect of the truck. The ensuing costs shall be passed on to the Principal. The Contractor shall only use the truck in the location quoted in this contract. Relocation to a place other than the agreed working environment must be notified in writing to the Contractor and may have an effect on the agreed price.
4. Maintenance work or repair to damage, as the case may be, shall only be carried out by the company appointed to do so by the Contractor. The costs associated with the maintenance and repair of the truck, with the exception of the "minor maintenance" charges (as set out in paragraph 5 below), shall be borne by the Contractor.
5. Modifications to the truck by the Principal must be reported to the Contractor. The modification or removal of identification numbers is not permitted.
6. At the start of the contract the Principal is obliged to deliver machines that comply with the statutory provisions prevailing at that time. Modifications to the truck imposed by amendments to these provisions shall be carried out at the Principal's expense.
7. The Contractor shall permit the Principal to inspect the maintained goods at any time.

Clause 6: Content

A Full-Service contract covers all costs of travel, hourly wages and parts, unless excluded by other provisions in this contract for:

- Periodic maintenance

MATERIAL HANDLING

The periodic maintenance includes, in addition to a check-up, the tune-up and lubrication of the machine covered by the contract, as well as the replacement of worn out and/or defective parts. The periodic maintenance is carried out in accordance with the working conditions and uptime of the machine(s).

- All interim faults.
These repairs will begin no later than the day after the fault is reported. If at the request of the Principal an intervention needs to be carried out sooner, an additional premium will be charged per call-out, in accordance with the rates applicable at that time.
- Parts, including the normal fast-wearing parts,
Such as wheels, brakes, switches, contacts, seals, oils and lubricants.
These parts will be replaced if needed (defect, wear and tear), without limit in number or duration, unless otherwise stated in the offer/contract.
- Annual ATEX inspection.

A Full-Service contract does not cover:

- All costs incurred for setting up the machine if these costs were caused by:
 - the fact that the Principal has not taken care of the safety instructions and the daily “minor maintenance” of the truck as set out in the relevant maintenance instructions, of which the Principal states it has received a copy along with the delivery of the truck,
 - accidents (such as bodywork, reach cylinder attachment, broken windows or broken plugs must be regarded as accident),
 - poor driving,
 - overload as a result of exceeding the permitted lift capacity in relation to lift heights and gravity distance.“Setting up the machine” shall be understood to include: the repair or replacement of those parts/components that have become defective as a result of the aforementioned exclusions.
- Costs caused by overdue maintenance, if this is caused by the Principal.
- Modifications as a result of changing statutory obligations during the term of the contract.
- Electronics (video, terminals, scanners and T-mote)
- (Maintenance of) attachments and masts (including side shift)
- On electrical machines: (maintenance, reparation and replacement of) batteries and chargers
- On thermal devices: The replacement of start-up batteries, and DPF (Diesel Particle Filter)/Catalyst (Gas)

Optional on electrical machines: Full Service on Batteries and chargers

This includes, as a minimum, an annual inspection of the external condition and maintenance of the traction battery/batteries and charger(s) by an energy supplier:

- Measurement and control of the specific weight of the electrolyte;
- Measurement and control of the voltage of all elements in the traction battery/batteries;
- Inspection of the battery temperature in the event of discrepancies;
- Check of the attachments present (airlift, aquamatic, etc.) ;
- Check of the condition of connectors and plugs;
- Check and read-out of the data from the charger(s) (if possible);
- Check and read-out of any Easycontrol, Easyplus, Smart “battery controllers” or others that are present;
- Removal of dust and dirt from the top of the battery/batteries to avoid stray voltage;
- If necessary, cleaning of the battery/batteries with pressure washer and/or steam cleaner in a place designated by the customer;
- Removal of any fluids from the battery casing(s);
- Optional: Top-up of the cells in the traction battery/batteries according to the device’s use;
- Hand over report for each inspected battery to the customer.

Clause 7: Damage, defects, impediment to use

1. Any defects or damage to the truck or the operating hours counter mounted on it shall be immediately reported to the Contractor.
2. The Principal shall be liable for all damage to the truck where the costs of repair are not covered by the costs chargeable to the Contractor for maintenance and repairs as set out in Clause 4(2).
3. The number of hours of use worked with a defective operating hours counter shall be determined by mutual agreement between the Principal and the Contractor. The Principal shall give the Contractor all the information it requires in order to make an accurate determination of the number of Operating Hours.
4. Inability on the part of the Principal to make use of the truck – even if this may be a result of force majeure – shall not have any impact on the continuation of this contract or on the indebtedness of any additional instalment.
5. The Principal shall be unable to demand dissolution of this contract or compensation – for example for consequential losses suffered by it – as a result of faults in and/or defects/breakdown of the truck.

MATERIAL HANDLING

Clause 8: Third-party measures, suspension of payment, bankruptcy

The Principal is obliged to notify the Contractor immediately of its bankruptcy or its application for suspension of payment or bankruptcy. The Contractor shall, in such eventuality, in order to protect its rights, be able to take any measures it deems necessary, also on behalf of the Principal; the costs of such measure shall be borne by the Principal unless the cause of those measures lies in a circumstance that is solely attributable to the Contractor.

Clause 9: Interim termination

1. If one or several of the following cases occurs, i.e.
 - a) if the Principal, despite a demand from the Contractor, defaults on the payment of any amount due from it under the terms of this contract or fails to comply with other obligations, or acts contrary to these,
 - b) if the Principal is declared bankrupt, applies for suspension of payment or bankruptcy or if the Principal's goods or the truck quoted in the contract are attached,
 - c) if the Principal dies or, among other things, is placed under guardianship,
 - d) if (if the Principal is a legal entity) the legal entity is dissolved,
 - e) if any security provided for the benefit of the Contractor by the Principal proves insufficient, in the Contractor's opinion,

the Contractor is entitled to regard this contract immediately dissolved. The operation of Article 1231 of the Civil Code is hereby excluded.

2. In the event of dissolution as set out in Clause 9(1) as well as in the event of premature termination, the Principal shall owe the Contractor all payments falling due during the contract period, but not paid by the Principal (or these shall become immediately due and payable), and furthermore the additional amount payable by the Principal for the number of Operating Hours worked, as set out in Clause 5(2). The Principal shall subsequently owe fixed damages set at 10% of the sum of the monthly fees that were still due on the day of the suspension.

		Full Service
		electric / thermal
Service time	Inspection	✓
	Lubrication	✓
	Tune-up	✓
	Operational checks	✓
	Safety checks	✓
	Drawing up check-list	✓
	Motor oil change	✓
	Replacement parts	✓
	Repairs	✓
	Changes driver codes	✗
Parts	Parts for maintenance	✓
	Parts for repair	✓
Driving time	Travel for maintenance	✓
	Travel for repair	✓