

Linde Material Handling

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**motrac**

# GENERAL TERMS AND CONDITIONS

Motrac Intern Transport B.V.



**GENERAL TERMS AND CONDITIONS OF MOTRAC INTERN TRANSPORT B.V.****Chamber of Commerce: 08057917**

Version: January 2023

**A. General****1. Applicability of the general terms and conditions**

- 1.1. These general terms and conditions apply to all agreements concluded by Motrac Intern Transport B.V. ("Motrac") and its contracting party (the "Client").
- 1.2. These general terms and conditions consist of the following sections:
  - Section A: General;
  - Section B: Purchase;
  - Section C: Lease; and
  - Section D: Repair, Maintenance and Service.
- 1.3. Section A applies to every agreement. Sections B to D inclusive apply when a purchase (B), lease (C) and/or Repair, Maintenance and Service (D) is involved.
- 1.4. In the event of any conflict between the provisions of an agreement and the provisions of these general terms and conditions, the provisions of the agreement shall prevail. In the case of any conflict between the provisions of Section A: General and any other part of these general terms and conditions, the provisions of the other part shall prevail.

**2. Offers**

- 2.1. All Motrac's offers and quotations are without obligation. The contents of documents as sent by Motrac to the Client prior to the conclusion of an agreement are not part of the Agreement.
- 2.2. The Client warrants the accuracy of the information it has provided to Motrac.

**3. Term**

- 3.1. Whenever an agreement does not end through the attainment of its object, it shall be entered into for the term stated therein and, failing this, for a term of 1 year.
- 3.2. Whenever an agreement does not end through the attainment of its object and was entered into for a definite period, it shall be tacitly extended for a period of 1 month each time at the end of the initial term.

**4. Quality**

- 4.1. Motrac warrants that the items it supplies to the Client conform to the specifications set out in the agreement, provided that the Client uses them in a normal and customary manner in accordance with Motrac's instructions and the purpose for which items have been manufactured.
- 4.2. Items are supplied with manuals, instruction booklets and similar documentation. These documents are part of the agreement. If it emerges during use that these documents are lacking, the Client will be obliged to request them from Motrac.
- 4.3. The Client shall carefully study the documents referred to in Article 4.2 before using the items, oblige employees who work with the items to do likewise, and use the items (or cause them to be used) in accordance with these documents. Motrac will not be liable for damage if the Client fails to fulfil its obligations under this article.
- 4.4. If the Client puts supplied items into use, these items will be deemed to conform to the agreement.
- 4.5. The Client shall report defects in writing by no later than 15 days after it has or should have discovered them. Failing this, Motrac will be under no obligation to repair or replace them.
- 4.6. To ensure a proper execution of the agreement, the Client shall provide Motrac with information in good time, whether or not on request. The Client is aware that Motrac will fulfil its obligations under the agreement on the basis of the information it supplies to Motrac and warrants the accuracy of this information.

**5. Delivery and Ownership**

- 5.1. Motrac delivers ex works (Incoterms 2010). The (delivery) periods stated by Motrac are indicative.
- 5.2. Items delivered by Motrac shall remain its property until the Client has fulfilled its payment obligations towards Motrac.
- 5.3. If the Client fails to fulfil its obligations under an agreement or if Motrac has good reason to fear that the Client will not fulfil its obligations, Motrac may take back the items from the Client or cause them to be taken back. The Client shall provide full and unconditional cooperation in this respect.
- 5.4. Motrac may execute the agreement through partial deliveries.

**6. Maintenance**

- 6.1. Unless items have been purchased from Motrac or if expressly agreed otherwise in writing, the Client shall have maintenance, repair and similar work carried out exclusively by Motrac. Where appropriate, the provisions of Section D: "Repair, Maintenance and Service" will apply.

**7. Commissioning**

- 7.1. Unless agreed otherwise, (the costs of) assembly, installation, commissioning or the material required for this are not included in the agreement. Unless agreed otherwise, the costs of transport, insurance, rigging and hoisting, leasing temporary facilities and suchlike are not included in the price.
- 7.2. Motrac is not responsible for any permits required.
- 7.3. If an agreement stipulates that Motrac shall also carry out assembly, installation and/or commissioning, the Client will always provide Motrac with all cooperation and materials requested, at the Client's own expense and risk.

**8. Price and payment**

- 8.1. Prices are exclusive of VAT, any government levies and the costs of assembly, transport and insurance costs.
- 8.2. Unless agreed otherwise, Motrac will only invoice the Client electronically.
- 8.3. Motrac will be entitled to adjust its prices if the costs of execution of the agreement increase due to circumstances beyond its control, such as price increases by suppliers, in the event of adjustment of social security contributions and other insurance premiums, lead surcharges, taxes, etc.
- 8.4. Prices are largely determined by the cost prices, i.e. the total costs incurred by Motrac for supplying an item. These costs mainly consist of the (purchase) prices for materials and/or parts, transport costs, personnel costs, manufacturing costs and all other costs (hereinafter collectively "Cost Components"). In the event of increases or decreases of Cost Components occurring after the conclusion of the agreement with the Client, but before or during the production and/or delivery of the item(s), Motrac will be entitled to charge this accordingly to the Client, even after conclusion of the agreement, as a result of which the price of the items on the invoice is increased or decreased in accordance with the [Price Changes Guideline](#). Motrac will always make an overall assessment of the Cost Components and, in the case of an increase of individual Cost Components, also take a possible

decrease of other Cost Components (and vice versa) into account. The provisions of this paragraph apply mutatis mutandis to purchased parts/accessories that are supplied by Motrac and the prices of which change accordingly after the conclusion of the agreement.

- 8.5. Expiry dates of payment periods are strict deadlines. The Client shall pay Motrac's invoices in full within the payment periods stated thereon and without any set-off or suspension. If no payment period is stated, a payment period of 30 days from the invoice date will apply.
  - 8.6. The Client is at all times obliged to pay the (lease) instalments. Damage to or defects in the items or the fact that their use is impossible or not permitted under any law, regulation or agreement for any other reason, do not entitle the Client to suspension of any (payment) obligation.
  - 8.7. As soon as the Client is in default, it will owe statutory commercial interest and extrajudicial collection costs. The extrajudicial costs amount to 15% of the principal sum. Payments will be applied first to the accrued interest and costs and then to the principal sum.
- 9. Intellectual property**
- 9.1. The agreement(s) do not entail any transfer of intellectual property rights. Motrac reserves all rights with respect to the items and other materials it has supplied to the Client, where necessary for the benefit of its suppliers.
  - 9.2. With regard to materials provided by Motrac to the Client, such as advice, reports, drawings, designs, sketches, software, etc., the Client acquires a non-transferable, non-sublicensable right to use the materials for its own internal use during the term of the agreement.
  - 9.3. The Client warrants that the items and other materials provided by it to Motrac do not infringe any rights of third parties. The Client hereby indemnifies Motrac and will hold Motrac fully harmless against third-party claims concerning any assertion that the items and/or other materials provided by the Client to Motrac infringe any right of such third parties.
- 10. Confidential information**
- 10.1. The parties are obliged to observe the confidentiality of any information that was provided by the other party under a duty of confidentiality or of which the confidential nature should reasonably be assumed. In this respect, the receiving party shall take the same measures as the measures taken for the protection of its own confidential information, and in any case reasonable measures.
  - 10.2. Quotations issued and prices offered by Motrac are confidential in nature.
- 11. Liability**
- 11.1. Any liability of Motrac, arisen on whatever ground, is limited to compensation for direct damage up to the amount of the price stipulated for the agreement concerned. If the agreement is mainly a continuing performance agreement with a term of more than 1 year, the price stipulated for the agreement will be set at the total of the fees stipulated by Motrac (excluding VAT) for 1 year. In no event will Motrac's liability exceed €1,250,000.
  - 11.2. Any liability of Motrac for damage resulting from death or bodily injury will never exceed a total of €2,500,000.
  - 11.3. Motrac is not liable for indirect damage such as lost profits, missed savings, business interruption, stoppage and other consequential damage.
  - 11.4. All exclusions and limitations of liability will lapse in the case of intent or gross negligence.
  - 11.5. The Client hereby indemnifies Motrac against third-party claims under the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act.
- 12. Insurance**
- 12.1. Except where leased items are insured through Motrac, the Client undertakes to take out and maintain adequate third-party liability and comprehensive insurance against fraud, theft, fire, explosion and water damage for items leased from Motrac and items subject to retention of title and to make the policy and proof of premium payment available to Motrac for inspection upon first request.
  - 12.2. The Client hereby assigns in advance its claims under its insurance contract and undertakes to immediately notify its insurer of this, without prejudice to Motrac's right to make such notification.
- 13. Force majeure**
- 13.1. Motrac is not obliged to fulfil any obligations in the event of force majeure. Circumstances causing force majeure include: strike, fire, water damage, natural disasters, mobilisation, war, traffic impediments, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials or machine parts, lack of shipping tonnage, lack of workers, fire or business interruptions at suppliers as well as breach of contract by suppliers, insufficient supply of raw materials and/or parts, as well as any circumstance that causes the normal course of affairs in the business to be impeded, as a result of which performance of the agreement cannot reasonably be expected.
  - 13.2. As soon as a force majeure situation arises, Motrac will be unilaterally authorised to extend the agreed delivery periods to such extent as is reasonable given the force majeure situation arisen, as well as to perform the agreement in part.
  - 13.3. If a force majeure situation lasts for more than 120 days or is expected to last for more than 120 days, the parties may terminate this agreement without further notice of default being required. All performances delivered on the basis of the agreement will then be settled proportionally without the parties owing each other anything else.
- 14. Termination**
- 14.1. The parties may terminate an agreement with immediate effect by giving written notice of termination if:
    - the other party applies for a suspension of payments;
    - the other party files a petition for its own bankruptcy or is declared bankrupt;
    - the other party is liquidated or terminated for purposes other than restructuring or merger of undertakings;
    - the Client fails to provide security or to provide adequate security for the fulfilment of its obligations under the agreements concluded with Motrac, despite a request from Motrac to this end;
    - a substantial part of the other party's assets are seized;
    - the Client fails to fulfil any obligation under a Framework Agreement, order confirmation(s) and/or general terms and conditions, or fails to do so in time, completely or correctly, after having been properly called upon to do so, or Motrac has reasonable grounds to believe this will occur or to fear that its ownership right to the items will be infringed;
    - the control of the Client changes.

- 14.2 Termination of an agreement will not affect the mutual performances of the parties, unless a party is in default with regard to these performances.
- 14.3 On termination of an agreement pursuant to the provisions of Article 14 and in the event of termination of this agreement by Motrac, the remaining claims against the Client will become immediately due and payable in full. In the event of termination, Motrac will at all times be entitled to set off its claims against any claims of the Client.

#### 15. Assignment

- 15.1 The Client may not assign the agreement or the rights arising therefrom without prior written permission from Motrac.
- 15.2 The Client hereby grants Motrac advance permission to transfer, sell or otherwise dispose of the agreement and/or ownership of the item(s) and the rights resulting therefrom, in whole or in part, to third parties.

#### 16. Contact Persons and Escalation Procedure

- 16.1 Each of the parties will designate a contact person with respect to the execution of the agreement.
- 16.2 If a party believes that there is a dispute, that party will notify the other party of this in writing.
- 16.3 Within 14 days of the receipt of the notification referred to in Article 16.2, the contact persons will enter into consultations with each other to try and resolve the dispute.
- 16.4 If the consultations referred to in Article 16.3 do not lead to a resolution, the managements of Motrac and the Client will meet within 14 days of the consultation to try and resolve the dispute.
- 16.5 The provisions of this Article 16 are without prejudice to the rights of the parties and will therefore not prevent the parties from taking precautionary measures or requesting preliminary relief.

#### 17. Use of personal data

- 17.1 If Motrac processes personal data as part of the agreement, the following provisions of this article will apply. For the purposes of this article, the term "Client" shall also include the legal directors, shareholders and other officers of the legal entity.
- 17.2 Motrac is responsible with respect to the personal data it has been or will be provided with in connection with the agreement, and may use and process it for the following purposes: (i) assessing applications, such as the application to enter into an agreement with Motrac; (ii) fraud prevention and collection; and (iii) administration and execution of the agreement, security documents and related agreements.
- 17.3 For these purposes, Motrac may pass on the information to or share it with its group companies, a list of which can be found at <http://royalreesink.com/over-ons-onze-bedrijven/>, insurers, Motrac's legal successors and collection agencies.
- 17.4 Motrac may be contacted via [info@Motrac.nl](mailto:info@Motrac.nl) concerning the use of the right to access, rectify and delete personal data.
- 17.5 Personal data of the Client will be processed in accordance with the laws applicable to the processing of personal data. Personal data will be treated confidentially and will not be used for purposes other than those referred to in Articles 17.2 and 17.3.

#### 18. Miscellaneous

- 18.1 The applicability of terms and conditions used by the Client is expressly rejected.
- 18.2 If any provision of the agreement or these general terms and conditions is invalid or is annulled, the remaining provisions will remain in full force and effect.

#### 19. Applicable law and disputes

- 19.1 All legal relationships between Motrac and the Client are exclusively governed by Dutch law. The applicability of the 1980 Vienna Sales Convention is excluded.
- 19.2 Disputes between Motrac and the Client will exclusively be submitted to the competent court of the Midden-Nederland District.

### B. Purchase

#### 1. Applicability of Section B: Purchase

- 1.1 The provisions of this Section B: "Purchase" will apply, together with Section A: "General", when Motrac sells items to the Client.

#### 2. Purchase and Sale

- 2.1 Motrac hereby sells and the Client hereby purchases the items of which the nature and quantity is as stipulated in the agreement.
- 2.2 The Client bears the risk of the selection of purchased items.
- 2.3 Motrac warrants that the items are suitable for normal use and conform to the specifications as set out in the agreement.
- 2.4 Except in the event of a suspension of payments or bankruptcy, the Client is entitled to resell items sold by Motrac in the normal course of the Client's business. The Client cannot and may not establish a limited rights on items supplied by Motrac unless such items have been purchased from Motrac and the purchase price has been paid.

#### 3. Packaging

- 3.1 Motrac will package items in accordance with the usual standards applicable at Motrac. If the Client requires a specific manner of packaging, the associated costs will be borne by the Client.

#### 4. Warranty

- 4.1 Motrac offers warranties insofar as this is evident from the agreement. Under warranties provided by Motrac, the Client is only entitled to the free repair or replacement of items by Motrac or a dealer authorised by Motrac.
- 4.2 Warranty obligations will lapse if defects result from incorrect, careless or inexperienced use, repair or maintenance of items by the Client. Costs of replacement or repair outside the warranty's scope will be charged in accordance with Motrac's usual rates.
- 4.3 If the Client wishes to invoke a guarantee, it must report any defects in writing no later than 15 days after the Client discovered or should have discovered them.
- 4.4 If the Client wishes to invoke the warranty, it shall return the parts or items that are the subject of the warranty claim to Motrac.

### C. Lease

#### 1. Applicability of Section C: Lease

- 1.1 The provisions of this Section C: "Lease" will apply, together with Section A: "General", when Motrac leases items to the Client.

#### 2. Lease

- 2.1 An item is leased for the term and at the price stipulated in the agreement with due observance of Articles 5.2 and 5.3.
- 2.2 Leased items remain the property of Motrac. During the term of the agreement, the Client acquires the non-transferable right to use the item at the location(s) referred to in the agreement, in the context of its normal course of business.
- 2.3 The Client cannot and may not give items to third parties in use, pledge them to third parties or otherwise encumber or alienate them. The use of items outside the Netherlands without prior written permission from Motrac is forbidden.

#### 3. Use of the items

- 3.1 Upon receipt of the items, the Client shall verify whether the items conform to the agreement. The Client shall immediately notify Motrac if any defects are discovered.
- 3.2 The Client shall treat the item with due care. The Client is obliged to store the items in a dry place which is inaccessible to third parties when they are not in use. Keys shall be removed from the ignition.
- 3.3 Items may only be used in accordance with their intended purpose, by duly authorised and experienced drivers and in accordance with the applicable laws and regulations, including a forklift licence and a T-driving license.
- 3.4 If the agreement is terminated, all items shall always be returned to Motrac or to a location to be designated by Motrac, in a clean condition and in the condition in which they were made available to the Client (excluding normal wear and tear). At Motrac's first request, the Client will pay the costs of repair, cleaning and depreciation of items for which the Client can be blamed.
- 3.5 The Client is obliged to inform Motrac in writing immediately if the items are attached or their attachment is imminent, or if a third party demands their surrender. If the Client declares that it is unable to pay as referred to in the Dutch Collection of State Taxes Act 1990 or any social security law, the Client shall notify Motrac of this in writing on the same day. The Client will indemnify Motrac against all costs (including legal costs) that Motrac incurs to bring the items under its control.

#### 4. Maintenance

- 4.1 The Client shall provide fuel for the items at its own expense, shall be responsible for batteries and shall check at least the following:
- the general and safe operation of the item and any associated or connected equipment;
  - the condition of warning and signalling systems, piping, hoses, cooling systems, ventilation, fluid systems, etc.;
  - the levels of lubricating oil, hydraulic oil, coolant, antifreeze and brake fluid, all other lubricants and fluids, and the Client shall top these up if necessary;
  - the tyre pressure and condition of the tyres. If necessary, the Client will increase the tyre pressure to the prescribed levels;
  - the functioning of the operating hours counter;
  - weekly check of the traction battery's water level. If necessary, the Client shall refill it - at its own expense - with distilled water.
- 4.2 Maintenance other than that referred to in Article 4.1 will be carried out by Motrac. The provisions of Section D: "Services", apply accordingly in this connection.

#### 5. Lease fee

- 5.1 Fees are always charged monthly in advance.
- 5.2 Fees may be indexed once a year.
- 5.3 In addition to the annual right to indexation arising from Article 5.2, the following applies:
- a. the fee may be adjusted if between the date of conclusion of the agreement and the date of provision of the item changes arise in the costs charged to Motrac with regard to (i) the purchase price of the item and accessories, (ii) interest, (iii) government levies, and, if and insofar as applicable: (iv) insurance premium, (v) repair and maintenance, (vi) and other service components, and:
- b. during the term of the agreement, the fee may be amended if there are changes with regard to the costs of: (i) insurance, (ii) charges and other government levies, (iii) repair and maintenance, (iv) other service components agreed in the agreement.
- 5.4 Price changes as referred to in Article 5.3 may be charged and settled from the time they arise or at the final settlement. The implementation of price changes does not give the Client any right to early terminate the agreement.
- 5.5 If the fee is based on the number of an item's operating hours, the Client will, at Motrac's first request, provide a truthful statement of the number of operating hours as shown on the operating hours counter.
- 5.6 If the fee is based on the number of an item's operating hours, any extra hours will be charged at the additional price stated in the agreement, and, failing this, at the additional cost applied by Motrac. If the deviation is greater than 10%, Motrac will be entitled to modify the term of the agreement and/or the instalment amount pro rata.
- 5.7 Motrac shall prepare a final statement after taking possession of the item. In any case, the additional operating hours will be settled.

#### 6. Insurance

- 6.1 Unless agreed otherwise, Motrac will include items in its general third-party liability and comprehensive insurance and will charge the associated costs separately on a pro rata basis to the Client. The conditions of insurance and the excess applicable at the time shall be binding on the Client.
- 6.2 The Client shall report damage to Motrac immediately and no later than within 48 hours after it has arisen, by submitting a fully completed damage statement. In the absence of a timely and/or complete damage report, Motrac will be authorised, without prejudice to its other rights, to recover its losses from the Client.
- 6.3 If the insurance fee (or the lease fee if it includes the insurance fee) is not paid in time, cover will be suspended until the date on which the arrears are paid in full.

#### 7. Audit

- 7.1 Motrac is authorised to verify whether the items it has leased out and made available are being used by the Client in accordance with the agreement(s) and to record operating hours.
- 7.2 The Client shall provide Motrac with its full and unconditional cooperation to enable Motrac to carry out an audit as referred to in Article 7.1.

## **D Repair, Maintenance and Service**

1. Applicability of Section D: Repair, Maintenance and Service
- 1.1 The provisions of this Section D: "Repair, Maintenance and Service" will apply, together with Section A: "General", if Motrac supplies services such as commissioning, maintenance, repairs and associated services to the Client.
2. **Services**
  - 2.1 Motrac shall make every effort to perform the services with due care. All services are performed on the basis of a best-efforts obligation.
  - 2.2 The Client will always inform Motrac of all circumstances that may affect the service provision.
3. **Prices and rates**
  - 3.1 Performance of services will be charged on the basis of the rates specified in the agreement. Unless stipulated otherwise in the agreement, services will be charged on the basis of subsequent calculation.
  - 3.2 Rates may be indexed once a year. In addition, the rates for the services may also be adjusted in accordance with the provisions of Article 5.3 Section C.
  - 3.3 If a periodic fee for the performance of services has been agreed, this fee will be payable in advance.
  - 3.4 A fee for maintenance is based on the operating hours of the item. The minimum number of operating hours of the item to be maintained is 500 hours per year. The operating hours as shown on the counter display are leading. At Motrac's first request, the Client will provide a truthful statement of the number of operating hours. The costs of hours in excess of the number of operating hours shall be settled annually. If the number of operating hours per year is at least 20% lower than estimated, the Client may, if it can reasonably be expected that this is of a structural nature, ask for an adjustment to the agreement. Motrac is not obliged to compensate fewer hours.
  - 3.5 If the agreed number of operating hours is exceeded by at least 10% (or if such an overrun can be foreseen), Motrac may amend the term of agreement and/or the instalment amount pro rata. If Motrac amends the instalment amount, it will be entitled to charge the amended amount with retroactive effect.
4. **Maintenance**
  - 4.1 Motrac is only obliged to carry out maintenance if this has been included in the agreement.
  - 4.2 If it has been agreed that Motrac will carry out maintenance, Motrac will make every effort to carry out such work as is necessary to keep the items in question in a good state of repair, also taking into account the nature and purpose of the item to be maintained.
  - 4.3 The Client is obliged to inform Motrac in good time and in writing of all changes that may affect the performance of the items to be maintained, including operating conditions. The Client is aware that maintenance rates are based on the operating conditions communicated by the Client.
  - 4.4 The Client shall ensure that the service technician can immediately start work at the location. The costs incurred due to waiting periods and/or the fact that the work cannot take place for whatever reason will separately be charged to the Client at applicable rates.
  - 4.5 Every item has specific maintenance features. Depending on these features, maintenance guidelines, operating conditions and operating hours, Motrac will carry out periodic inspections. In this context, items shall be made available to Motrac at its request, at least 1 working day per calendar year.
  - 4.6 If desired, Motrac will draw up a maintenance schedule in joint consultation with the Client.
  - 4.7 Maintenance work takes place on working days (excluding generally recognised public holidays) between 7:45 am and 4:45 pm. A surcharge applies for work carried out outside these days and times.
  - 4.8 If the item has not been repaired within 48 hours after diagnosis, a replacement item may be made available on request. Replacements are not provided for items with a lifting capacity of more than 8 tons, EX forklifts, VKA forklifts and attachments.
  - 4.9 The Client is entitled to a maximum of one replacement per contract year per tyre, wheel or roller, if worn out.
  - 4.10 If repairs are necessary as a result of incorrect, negligent or inexperienced use of items, Motrac may charge separately for the execution of this work and any parts that have been replaced. No replacement item will be provided in the event of such damage.
  - 4.11 Work such as repairing damage caused by the Client or replacement of parts resulting therefrom does not fall under the scope of regular maintenance work and will be charged separately.
  - 4.12 Modifications made as a result of changes in government regulations are not part of regular work and will be charged separately.
  - 4.13 Without prejudice to Motrac's other rights, all Motrac's obligations with regard to maintenance will lapse once the items are outside the Netherlands or when the Client deploys them at a location(s) other than the agreed location(s).

## **5. Service agreements**

- 5.1 The exact nature and scope of the maintenance to be carried out has been described in the service agreement. The Client may not terminate a service agreement early.
- 5.2 Additional work such as the repair of damage, including the replacement of parts if necessary in the event of breakdowns due to causes external to the item will be at the Client's expense at the rates applicable at the time.

## **6. Client's Obligations**

- 6.1 The Client shall inform Motrac in writing of any changes in the Client's address and the locations where items are located.
- 6.2 The Client shall ensure that Motrac has access to the items. The Client shall possess a suitable and secure workplace that meets at least the most recent VCA requirements and make it available to Motrac. The workplace shall be fitted with lighting and ventilation facilities, and shall have normal operating temperature, sufficient working space around the item, risk management procedures (other traffic, noise level, hazardous substances). In addition, sanitary facilities, toilet, escape routes and first-aid facilities shall be available to employees.
- 6.3 If maintenance cannot reasonably be carried out at the Client's location, the Client will bear the costs of transporting the items to Motrac's nearest workshop.
- 6.4 The Client declares that it will fully cooperate with Motrac when Motrac deems it necessary to maintain or repair an item, and will make the item available to Motrac upon first request.
- 6.5 The Client is obliged to carry out minor daily and weekly maintenance as described in documentation relating to the item, with regard to the battery/charger and attachments, independently and at its own expense. In this connection, prescribed fuels, lubricants and fluids shall be used. At Motrac's request, the Client shall allow it to inspect minor daily and weekly maintenance carried out.
- 6.6 The Client is responsible for the disposal of waste materials and fluids.
- 6.7 The hours and costs associated with circumstances that render performance or proper performance of the work impossible will be charged separately, unless these circumstances are attributable to Motrac.

## **7. Reporting**

- 7.1 Motrac will record all work carried out in a work report, with statement of the hours worked and parts replaced.
- 7.2 The work report will be sent (digitally) to the Client. In the event of a safety inspection, the Client may also request a copy of the inspection report.

## **8. Reporting faults**

- 8.1 Faults and defects shall be reported via the breakdown form on [www.Motrac.nl](http://www.Motrac.nl), by telephone or email, with statement of the date, time, serial number and the location of the Client.
- 8.2 Breakdown that require immediate rectification outside office hours shall be reported through telephone number: 06-53 371 294.

### **Motrac Intern Transport B.V.**

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[www.motrac.nl](http://www.motrac.nl)

### **Motrac Zwijndrecht**

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