fabriquant	fabricante	manufacturer	Hyster
modèle	modelo	model	RS45-31CH
année	año	built year	2014
capacité	capacidad	capacity	45 tons 1. row / 31 tons 2. row
hauteur de levage	altura de elevacion	lifting height	5 containers high
mât	mastil	lift mast	duplex telescopic
spreader	spreader	spreader	Elme spreader 817 for 20´-40´containers - rotating with sideshift
moteur	motor	engine	Cummins QSL9 - Tier 3B - 261 KW
			exchange engine - only 5.159 hours (21.04.2026 !!!)
transmission	transmision	transmission	**complete repaired October 2025 - cost Euro 22.000,--**
pneus	neumaticos	tires	18.00-25
graissage central	engrase central	central greasing	yes
climatisation	aire acondicionado	air condition	yes
cabine	cabina	cabin	yes
hauteur	altura	height	4.800 mm
ampleur	ancho	width	4.200 mm
largeur	largo	length	11.500 mm
poids	peso	weight	71,68 tons
état technique	estado tecnico	tech.condition	**very good - engine only 5.159 hours / gearbox overhauled October 2025 !!!**
heures de travail	horas de trabajo	working hours	**approx. 16.970 h**



LASSTEC Containerweighing System installed , not included in the offer for the machine | price on request

bascula de contenedores LASSTEC instalado - no esta incluido en la oferta | precio sobre demanda

LASSTEC – Système de mesure de charge twistlock installé , cet accessoire ne forme part de l´offre | prix sur demande

YouTube

NORGATEC moves & more | HYSTER

our terms of sale

Website www.norgatec-used-forklift.com

e-mail : tg@norgatec.de
mobile - 00 49 172 73 88 601

General terms of sale

§ 1 General Terms - Scope

(1) These General Terms and Conditions of Sale and Delivery ("Terms") shall form part of the agreement concluded with NORGATEC and apply exclusively; save as varied by express agreement accepted in writing by both parties. These Terms shall apply in accordance with the most recent version and to all subsequent transactions without any need of express reference thereto or agreement thereon at the conclusion of such transaction.
(2) NORGATEC hereby objects to any counter confirmation, counter offer or other reference by the Customer to its general terms and conditions; any dissenting terms and conditions of the Customer will not be binding upon NORGATEC unless NORGATEC has confirmed the same in writing.
(3) Any and all stipulations between NORGATEC and the Customer for the purpose of exercise of sale and delivery are contained in the corresponding agreement and laid down in these Terms.
(4) The Customer may not assign any claims arising from transactions with us without our written approval.
(5) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice or other document of information issued by NORGATEC shall be subject to correction without any liability on the part of NORGATEC.

§ 2 Offers – Orders – Specifications

(1) Unless otherwise agreed in writing, our offers shall not be binding; in particular with reference to quantities, price and delivery time.
(2) Any order placed by the Customer is considered as an offer for a purchase contract and shall not be regarded as accepted until confirmed by us in writing. The Customer is bound for three weeks by any such offer. If we fail to confirm an agreement in writing which we have entered into verbally or in a telephone conversation, our invoice or the dispatch of the goods within three weeks from the order date shall be regarded as confirmation.
(3) The quantity, quality and description of any specification for the goods shall be those set out in the Customer's order accepted by NORGATEC. Any such specification, sales literature, quotation etc. shall be strictly confidential and must not be made available to third parties.
(4) The Customer shall be responsible for ensuring the accuracy of the terms of any order submitted to MOUTL, and for giving NORGATEC any necessary information relating to the goods within a sufficient time to enable NORGATEC to perform the contract in accordance with its terms.
(5) If the goods are to be manufactured or any process is to be applied to the goods by NORGATEC in accordance with the Customer's submitted specifications, the Customer shall indemnify NORGATEC against all loss, damages, costs, expenses awarded against or incurred by NORGATEC in connection with or paid or agreed to be paid by NORGATEC in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial / intellectual rights of any other person which results from using the Customer's specifications.
(6) NORGATEC reserves the right to make any changes in the specification of the goods which are required to conform with any applicable statutory requirements or, where the goods are to be supplied to NORGATEC's specification, which do not materially affect their quality or performance.

§ 3 Prices – Payment Conditions – Calculation of Amounts

(1) Unless otherwise stated under the terms of any quotation or in our price list, and unless otherwise agreed in writing between the parties, all prices are given by NORGATEC on an ex works basis, and where NORGATEC agrees to deliver the goods otherwise than at its premises, the Customer shall be liable to pay the additional charges for transport, tax, customs, packaging and insurance.
(2) The price of the goods shall be our quoted price or, where no price has been quoted, the price listed in our price list current at the order's acceptance date. Our prices are net cash amounts and shall exclude any statutory VAT, which the Customer shall be additionally liable to pay; VAT will be added in the statutory amount on the day of the issue of the invoice and itemized separately on the invoice.
(3) NORGATEC reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the goods to reflect an increase in NORGATEC's costs which is due to any external factor beyond NORGATEC's control (such as foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of materials or other costs of manufacture) or any change in delivery dates, and NORGATEC will reduce the price if external costs (such as customs duties) vary or do no longer apply.
(4) Unless otherwise agreed upon, the price of the goods is payable via interbank payment transaction only and without discounts immediately upon receipt of

NORGATEC's invoice. Application of trade discounts requires separate written agreement. Cheques and bills of exchange are only accepted after previous written agreement to that extent and only on account of performance.

(5) The Customer has no right to set off, retention or reduction unless the underlying counterclaims have been conclusively determined by a court or expressly acknowledged by us. Furthermore, a right of retention is only admitted where the counter-claim is based on the same contractual relation.
(6) If the Customer fails to make any payment within 30 calendar days after the date of invoice or within an otherwise explicitly agreed period, we shall, without prejudice to any other right or remedy available to us, at our discretion and without the need for a separate warning notice be entitled to (a) cancel the agreement or suspend any further delivery to the Customer; or (b) charge the Customer interest on the unpaid amount, at the rate of 9 percentage points per annum above the base interest rate of the European Central Bank from then being valid, until payment in full is made. The Customer shall be entitled to prove that the delay of payment caused no or little damage only.
(7) If the Customer's business is operated beyond the ordinary course of business which includes, without limitation, acts of seizure or a situation where a protest in relation to bills of exchange or cheques has been made, payments are delayed or even discontinued or judicial or out of court settlement or insolvency proceedings have been petitioned or opened or proceedings similar to the German Insolvency Act have been petitioned, then we shall have the right to declare all our claims arising from the business relationship with the Customer as immediately due and payable. The same shall apply if the Customer is in default of payment or other incidents have surfaced which give rise to doubts regarding the Customer's creditworthiness. Moreover, we may in such event demand prepayments or a security deposit or even rescind the agreement.
(8) For the calculation of amounts to be delivered, the quantity calculated at the point of dispatch is decisive.

§ 4 Delivery – Time of Delivery

(1) Delivery of the goods shall be made by the Customer collecting the goods at NORGATEC's premises at any time after NORGATEC has notified the Customer that the goods are ready for collection or, if some other place of delivery is agreed by NORGATEC, by NORGATEC delivering the goods to that place.
(2) The goods shall be transported uninsured and in any event at risk of the Customer. This shall also apply in cases of any delivery free of charge and regardless of which means of transport shall be used. Any transport insurance shall be provided only upon express demand of the Customer. Any costs arising therefrom shall be at the expense of the Customer only.
(3) The selection of the place of dispatch, the transport route and the means of transport shall, in the absence of any written agreement dictating otherwise, be subject to our reasonable discretion and be without liability for the fastest and most economical transport. If the Customer provides the means of transport, then it shall be responsible for its availability on time. We shall immediately be informed of any delays. Any costs arising therefrom shall be borne by the Customer. The return and acceptance of packing material is agreed separately.
(4) Where delivery of the goods is to be made by us in bulk, we reserve the right to deliver up to 3 % more or less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be in quantity ordered.
(5) We shall have the right to reasonable delivery in instalments at any time, unless expressly excluded by prior written agreement.
(6) Our delivery obligation shall at all times be subject to timely and orderly receipt of the goods from our own suppliers. Our compliance with delivery duties also depends on the timely and correct performance of the Customer's contractual duties. We reserve the defence of claiming non-performance of the contract.
(7) Unless otherwise expressly agreed in writing, any indicated time of delivery or unloading shall be non-binding. If delivery times are binding in this sense, they won't start before the day of a binding order confirmation. An agreed delivery time will only start if all performance details of the order have been clarified, especially when the Customer has provided all necessary information and documentation. As far as prepayment or advance payment have been agreed, the start of the delivery time depends on the agreed payment being made.
(8) Any delay in the process of performance or delivery due to force majeure or due to other unforeseen incidents outside our responsibility that considerably complicate or prevent the delivery, including, without limitation, posterior procurement difficulties, business disruptions, strike, lock-out, lack of personnel, lack of means of transport, governmental orders and directives, acts of public authorities, subsequent cease of export or import opportunities and our reservation of timely supply from our own suppliers, also in the case that any such event affects our suppliers or their sub-suppliers – is not NORGATEC's liability, even if binding delivery terms have been agreed. They allow NORGATEC to extend the delivery or performance term for the duration of the disruption plus an adequate start-up time or to withdraw from the agreement which shall not result in any compensation claims of the Customer. If the disruption lasts for more than 3 months, the Customer is entitled – after having fixed an adequate deadline – to withdraw from the contract as far as it is not yet performed but shall not have the right to seek compensation for breach of contract or default

an adequate deadline – to withdraw from the contract as far as it is not yet performed but shall not have the right to seek compensation for breach of contract or default unless in cases of wilful misconduct or gross negligence on our part. In any case our liability is limited in accordance with § 7.

(9) If the Customer fails to accept delivery on due date, it shall nevertheless make any payment conditional on delivery as if the goods had been delivered. NORGATEC shall arrange for the storage of the goods at the Customer's risk and cost. If required by the Customer NORGATEC shall insure the goods at the Customer's cost. In case of culpable breach of other obligations to co-operate, NORGATEC will be entitled to claim any resulting damage including any additional expenses. NORGATEC reserves the right to further claims under statutory law.
(10) In case that the conditions of § 4 (9) apply, the risk of accidental damage or loss of the goods passes to the Customer at the time where it is in default to accept a delivery or in delay with its own obligations.

§ 5 Transfer of Risks
Risk of damage to or loss of the goods shall pass to the Customer (a) in the case of goods to be delivered otherwise than at NORGATEC's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the goods, the time when NORGATEC has tendered delivery of the goods; or (b) in the case of the goods to be delivered at NORGATEC's premises ("EX WORKS" Incoterms 2010) at that time when NORGATEC notifies the Customer that the goods are available for collection.

§ 6 Liability for Defects – Duty to Inspect and Object
(1) Any liability claims of the Customer based on defects of the goods depend on the prior and due exercise of the following inspection and objection procedures: Upon delivery at the agreed destination or (in the event of self-supply) upon taking possession, the Customer shall immediately (a) check quantities, weight and packaging and record any objections thereto on the delivery note or consignment note and/or the acknowledgement of receipt and (b) conduct a quality check representatively on a spot check basis and, for such purpose, open the packaging and check the goods.
(2) In case of a notice of defect the Customer shall comply with the following procedures and deadlines: (a) the notification shall be made no later than three working days after the expiry of the working day on which the delivery of the goods to the agreed destination or on which possession of the goods has been taken. In the event of a hidden defect the objection must be raised before the working day on which the defect has been discovered ends but in any event no later than two weeks after delivery or acceptance of the goods; (b) the detailed notice shall be delivered to us within the aforementioned deadlines in writing or fax. Any notice by telephone shall not be accepted. Any notice to sales representatives, commission agents or agents shall not be valid; (c) the notice must clearly specify the kind and amount of alleged defect; and (d) the Customer agrees to make the objected goods available for inspection; such inspection may be done by us, our suppliers or any expert chosen by us.
(3) No objections with regard to quantities, weight or packaging of the goods shall be possible unless this is noted on the delivery note or a consignment note or a receipt of acknowledgement in accordance with § 6 (1) (a). Moreover, any right to object shall cease to exist, when the Customer has mixed, used or resold the delivered goods or has started its processing.
(4) Any goods for which objections have not been raised in accordance with the procedures and deadlines set out above shall be regarded as approved and accepted. In case a notice of a defect turns out to be unjustified, the Customer is obliged to reimburse all costs incurred by us due to the unjustified notice.
(5) Liability is excluded for any damage based on, without limitation, the following grounds: improper or incorrect use by the customer or third parties, faulty or negligent treatment, chemical, electro mechanic or electric impact etc., as far as the foregoing is not caused by default of NORGATEC. Liability is also excluded for any consequence of any change made by the Customer or third parties to the goods without our prior consent.
(6) In case of a defect of the goods NORGATEC is entitled at its discretion to a delivery of new goods or to a subsequent performance by way of removal of the defects. In case of a removal of the defects, NORGATEC must cover all costs in connection therewith, including but not limited to costs for transport, handling, salary and material, however, only as far as such costs are not higher due to the fact that the goods are in a different place than the initial place of delivery.
(7) Where the effort for a removal of defects fails, the Customer is entitled to the statutory recission or price reduction at his choice.
(8) Liability for deficiencies (factual as well as legal) expires after 1 year from the date of transfer of risk. This expiration does not apply in the cases mentioned under § 7 (1) or in case that NORGATEC has incurred a warranty for the quality of the goods delivered; in that case, a two year expiry period applies. The statutory limitation period according to consumer law remains unaffected.

(9) Liability is excluded in the case of sale of second hand goods to merchants or entrepreneurs

§ 7 Limitation of Liability

(1) Claims of the Customer for damages caused by defects particularly for damages in lieu of performance are excluded. This exclusion of liability does not apply (a) to damage resulting from injury to life, the body or health that is caused by a negligent breach of duty by us or an intentional or negligent breach of duty of one of our legal representatives or agents; (b) to other damages caused by a grossly negligent breach of duty by us or an intentional or grossly negligent breach of duty of one of our legal representatives or agents; (c) to mandatory liability criteria under the German Product Liability Act; and (d) to culpable – even only slightly negligent – breach of a material contractual duty by us, in the fulfilment of which the Customer may trust to a special degree (in this case, however, liability for damages is limited to the foreseeable, typically occurring damage in the case of slight negligence).

(2) More extensive liability for damages other than provided for in § 7 (1) is excluded, regardless of the legal nature of the asserted claim. This particularly applies to claims for damages

based on culpa in contrahendo, based on other breaches of duty or claims in tort for compensation of property damage. The limitation shall also apply if the Customer, instead of claiming compensation for the damage in lieu of performance, demands compensation for futile expenses.

(3) To the extent that liability for damages vis-à-vis NORGATEC is excluded or limited, this shall also apply with regard to the personal liability for damages of NORGATEC's employees, representatives and agents.

§ 8 Retention of Title

(1) We shall retain full title of the goods that have been delivered until the Customer has paid the corresponding invoice and has covered all costs relating to those goods.

(2) The Customer is obligated to treat the goods with care, in particular, the Customer is obligated to insure the goods adequately against damage caused by fire, water and theft at the replacement value at its expense. If servicing and inspection work is required, the Customer must carry out such work at its expense in due time.

(3) In case of attachments or other interferences by third parties, the Customer must inform us in writing without undue delay to enable us to file a legal complaint. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a legal complaint, the Customer shall be liable for the loss incurred by us.

(4) At the Customer's request, securities to which we are entitled to the extent that the realizable value of securities exceeds the claims to be secured by more than 10% are to be released in accordance with our choice.

§ 9 General Provisions – Choice of Law – Jurisdiction

(1) The data of the Customer will be stored and used in accordance with the German Data Protection Act.

(2) Amendments and supplements as well as termination of agreements concerned including these Terms must be in writing in order to be valid. This also applies to this requirement of writing. Transmission by fax suffices to comply with the requirement of writing; otherwise, transmission, particularly by email, is not sufficient.

(3) The invalidity of any provision of these Terms shall not affect the validity of the other provisions. Invalid provisions shall be deemed to be replaced by such valid provisions that are suitable to implement the economic purpose of the deleted provision to the extent permitted by law and to what the contracting parties intended or would have intended based on the spirit and purpose of these Terms if they had considered the point.

(4) If the Customer is under an obligation to pay damages in lieu of performance (e.g. for non-performance of a material contractual obligation, e.g. acceptance of the goods or to pay the agreed purchase price, after being set a deadline that has expired) we may demand of the Customer, by taking back the delivered goods, to pay lump-sum damages of 15 % of the agreed price. The Customer is at liberty to prove that our damages are actually lower. We reserve the right to assert a higher claim for damages in accordance with the statutory provisions.

(5) Unless otherwise agreed, the place of performance for all deliveries is our principal place of business.

(6) This agreement and any dispute, controversy or claim arising out of or in relation to it, including but not limited to the validity, invalidity, its voidness, a breach or termination thereof, shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(7) Each party agrees to submit to the jurisdiction of the courts of Hamburg, Germany. NORGATEC shall have the right to bring a claim before a court at the Customer's principal place of business or at its discretion before any court being competent for the place of performance of the obligation in question. In case a decision/ruling of a

principal place of business or at its discretion before any court being competent for the place of performance of the obligation in question. In case a decision/ruling of a German court is not recognized in the Customer's s country the following shall apply: Any issue relating to this agreement shall be finally resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) in force on the date when the Notice of Arbitration is submitted in accordance with said Rules. The number of arbitrators shall be one. The place of arbitration is Hamburg, Germany. All arbitration proceedings shall be conducted in the English language.